

Exhibits

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

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

EXHIBIT A

LEGAL DESCRIPTIONS OF PREMISES

[SEE ATTACHED]

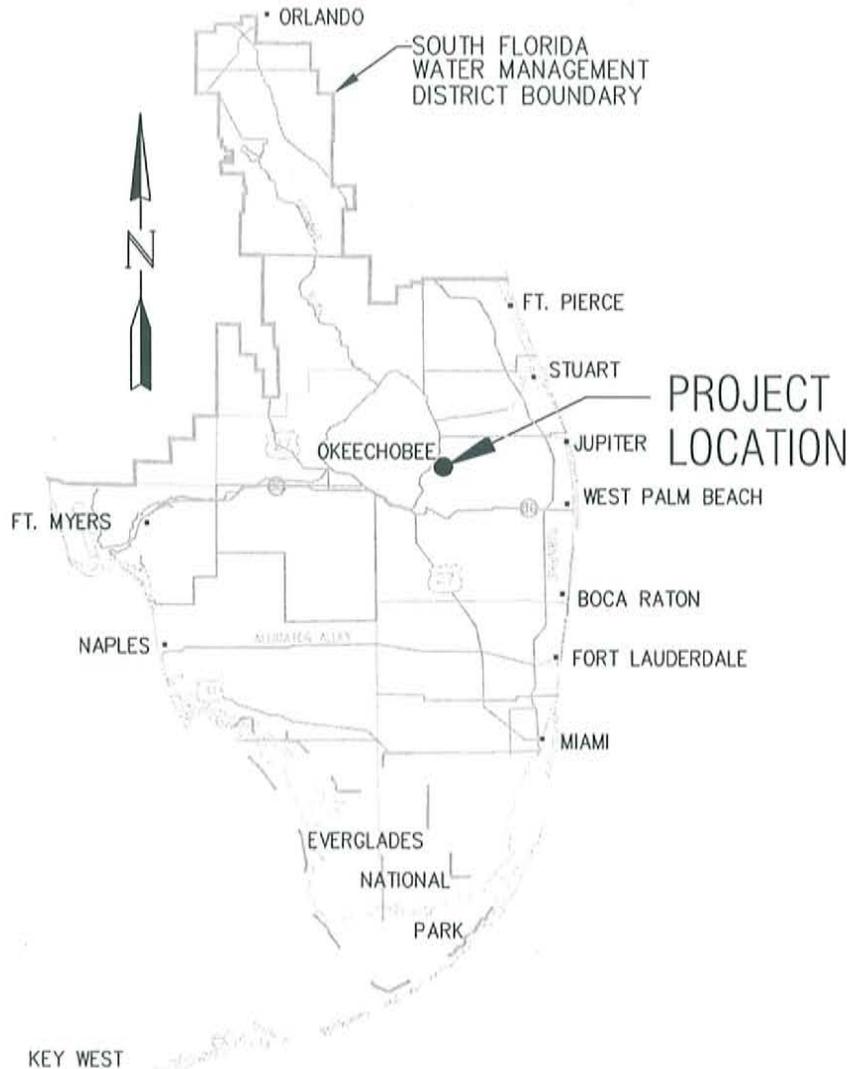
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT - SURVEY SECTION**

SKETCH AND LEGAL DESCRIPTION OF

RIVER OF GRASS TRACT SC-200-008

OF LANDS LYING IN

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



**VICINITY MAP
NOT TO SCALE**



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1900 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1088 (850) 536-8455

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

| | |
|-----------|----------|
| Scale: | Date: |
| AS NOTED | |
| Drawn By: | Checked: |
| JHY | MRW |

| |
|---------------------|
| File & Drawing No.: |
| 08-1050-06 |
| Sheet |
| 1 OF 15 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

Legal Description

The following described lands in Palm Beach County, Florida:

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

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

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

AND:

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

AND:

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

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

AND:

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

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

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. • PALM CITY, FL 34991 • (800) 306-1066
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE • TALLAHASSEE, FL 32303 • (850) 536-8455

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

| | | |
|------------------|-----------------|-----------------------------------|
| Scale: NONE | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet: 2 of 15 |

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |


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

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

| | | |
|------------------|-----------------|-----------------------------------|
| Scale: NONE | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet 3 OF 15 |

AND:

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

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

AND:

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

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

AND:

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

AND:

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

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

AND:

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

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

AND:

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

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

AND:

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

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

AND:

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

AND:

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

AND:

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

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

Total acreage = 8712.67

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GCM
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. • PALM CITY, FL 34991 • (800) 366-1066
TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE • TALLAHASSEE, FL 32303 • (850) 536-8455

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

| | | |
|------------------|-----------------|-----------------------------------|
| Scale: NONE | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet: 4 OF 15 |

AND:

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

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

Surveyor's Notes

1) This sketch and legal description is based on office information only and does not represent a boundary survey.

2) This legal description shall not be valid unless:

A) Provided in its entirety consisting of 15 sheets, with sheet 6 through 15 being the sketch of description.

B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.

3) Bearings shown hereon are referenced to the West line of Section 7, Township 41 South, Range 38 East. Said line bears S00°02'57"W.

4) The legal description shown and described hereon contains 8712.67± acres.

Certification

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

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

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

Date of Signature

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



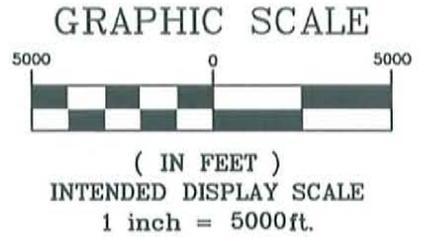
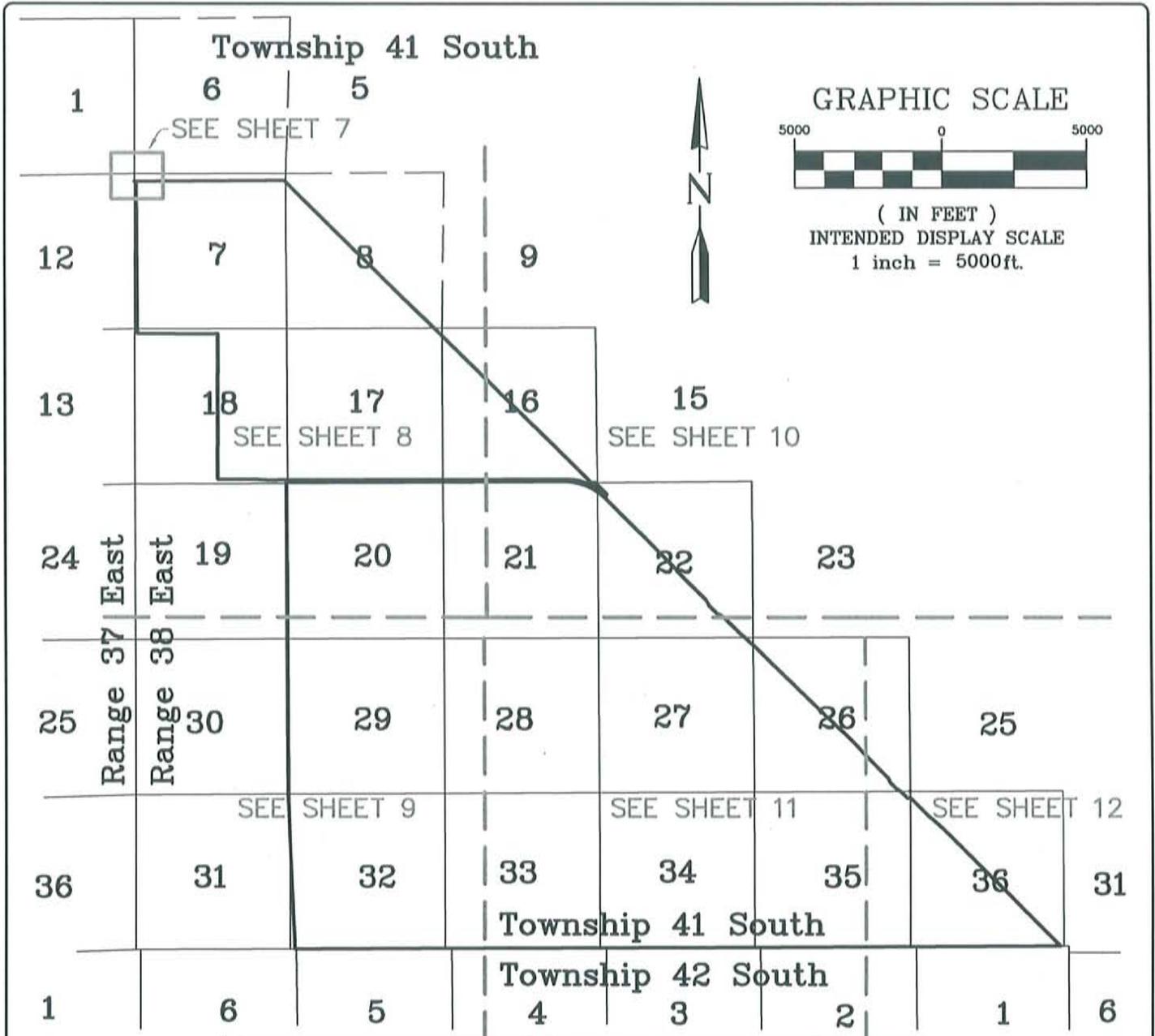
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1086 (850) 536-8455

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

Scale: NONE
Date: _____
Drawn By: JHY
Checked: MRW

File & Drawing No.: 08-1050-06
Sheet 5 OF 15

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



LEGEND

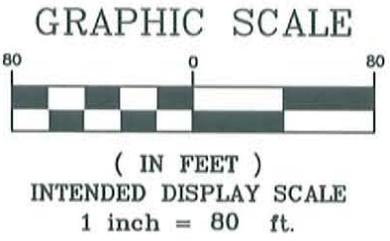
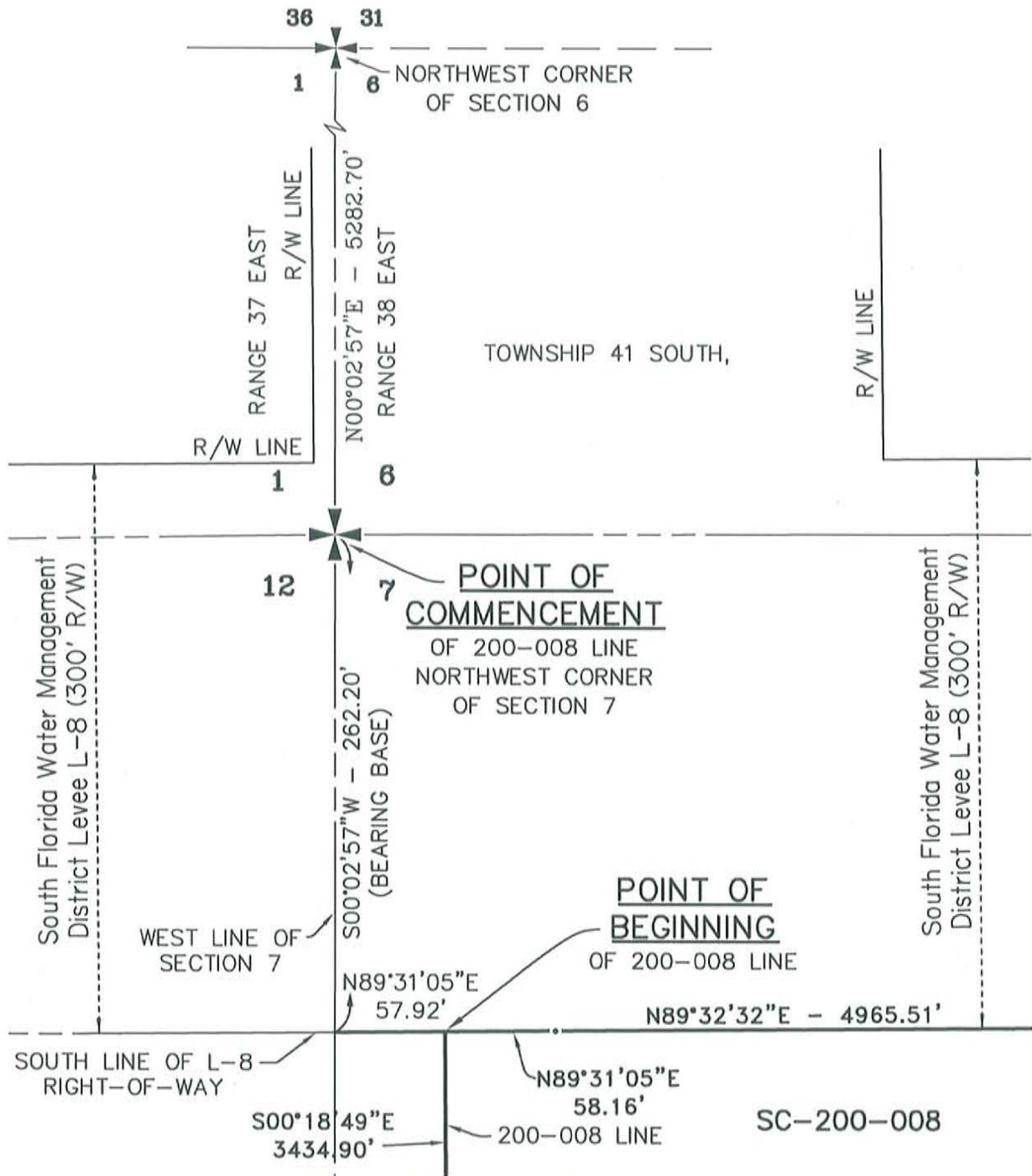
R/W = RIGHT-OF-WAY
 S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 USSC = UNITED STATES SUGAR CORPORATION
 • = SEGMENT DELIMITER
 7 8
 = GRAPHIC DISPLAY OF SECTION CORNER
 18 17

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 366-1086 (850) 536-8455

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

| | | |
|--------------------|-----------------|-----------------------------------|
| Scale: AS NOTED | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet 6 OF 15 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

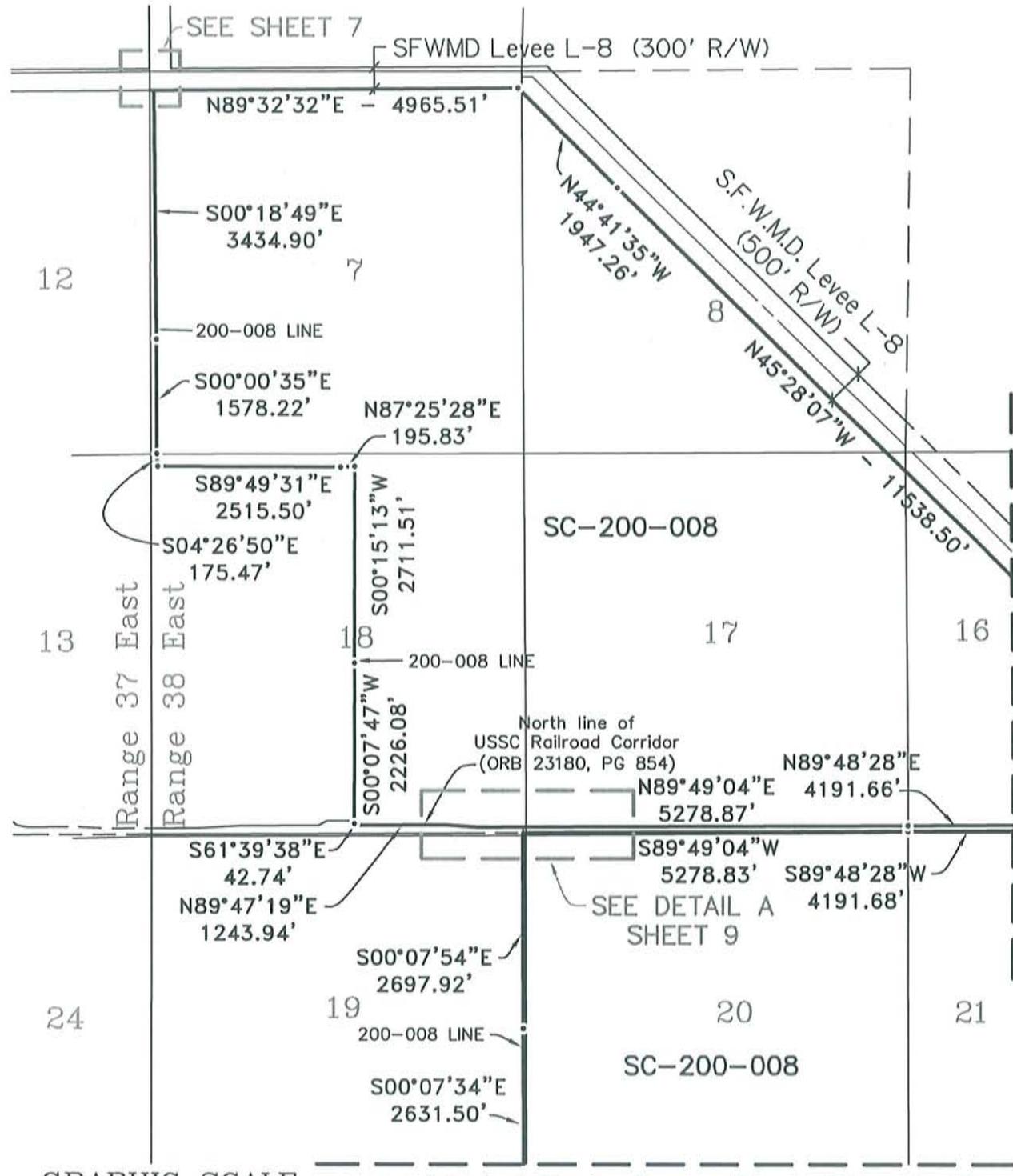


G C Y
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: TALLAHASSEE OFFICE
PO BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1088 (850) 536-8455

| | | |
|---|-----------------|-----------------------------------|
| SKETCH OF LEGAL DESCRIPTION FOR: S.F.W.M.D. PALM BEACH COUNTY, FLORIDA | | |
| Scale: AS NOTED | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet 7 OF 15 |

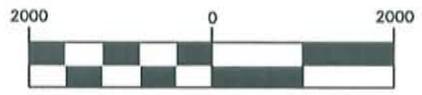
| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



Matchline B - See Sheet 10

Matchline A - See Sheet 9

GRAPHIC SCALE



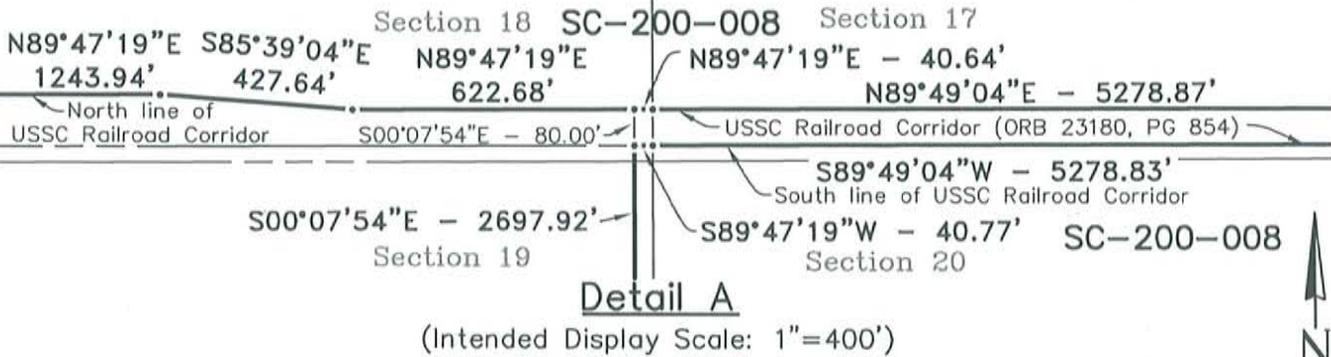
(IN FEET)
INTENDED DISPLAY SCALE
1 inch = 2000ft.

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

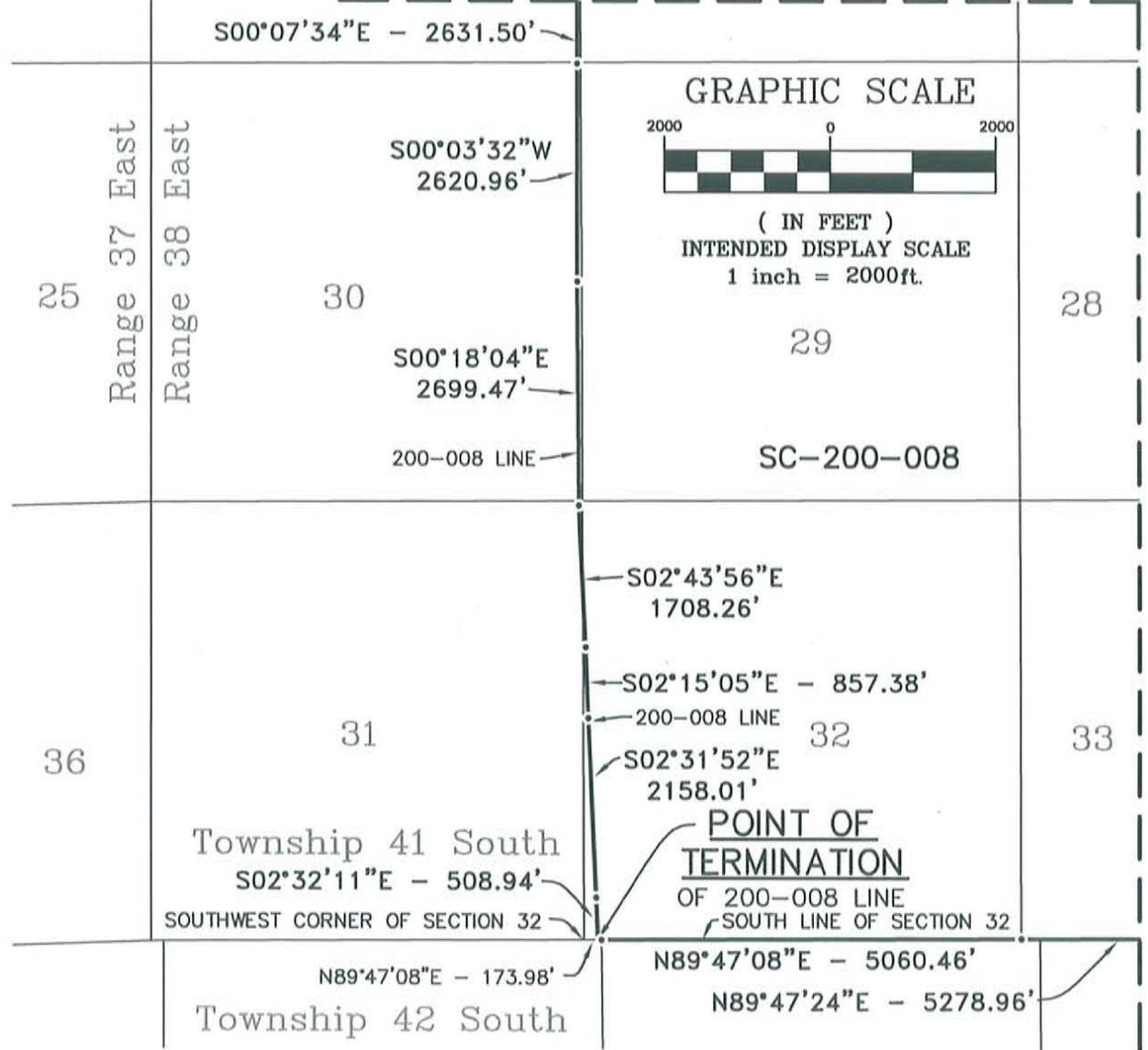
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1090 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1066 (850) 536-8455

| | | |
|----------------------------------|-----------------|---------------------|
| SKETCH OF LEGAL DESCRIPTION FOR: | | |
| S.F.W.M.D. | | |
| PALM BEACH COUNTY, | | FLORIDA |
| Scale: 1"=2000' | Date: | File & Drawing No.: |
| Drawn By: JHY | Checked: MRW | 08-1050-06 |
| | | Sheet 8 of 15 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



Matchline A - See Sheet 8



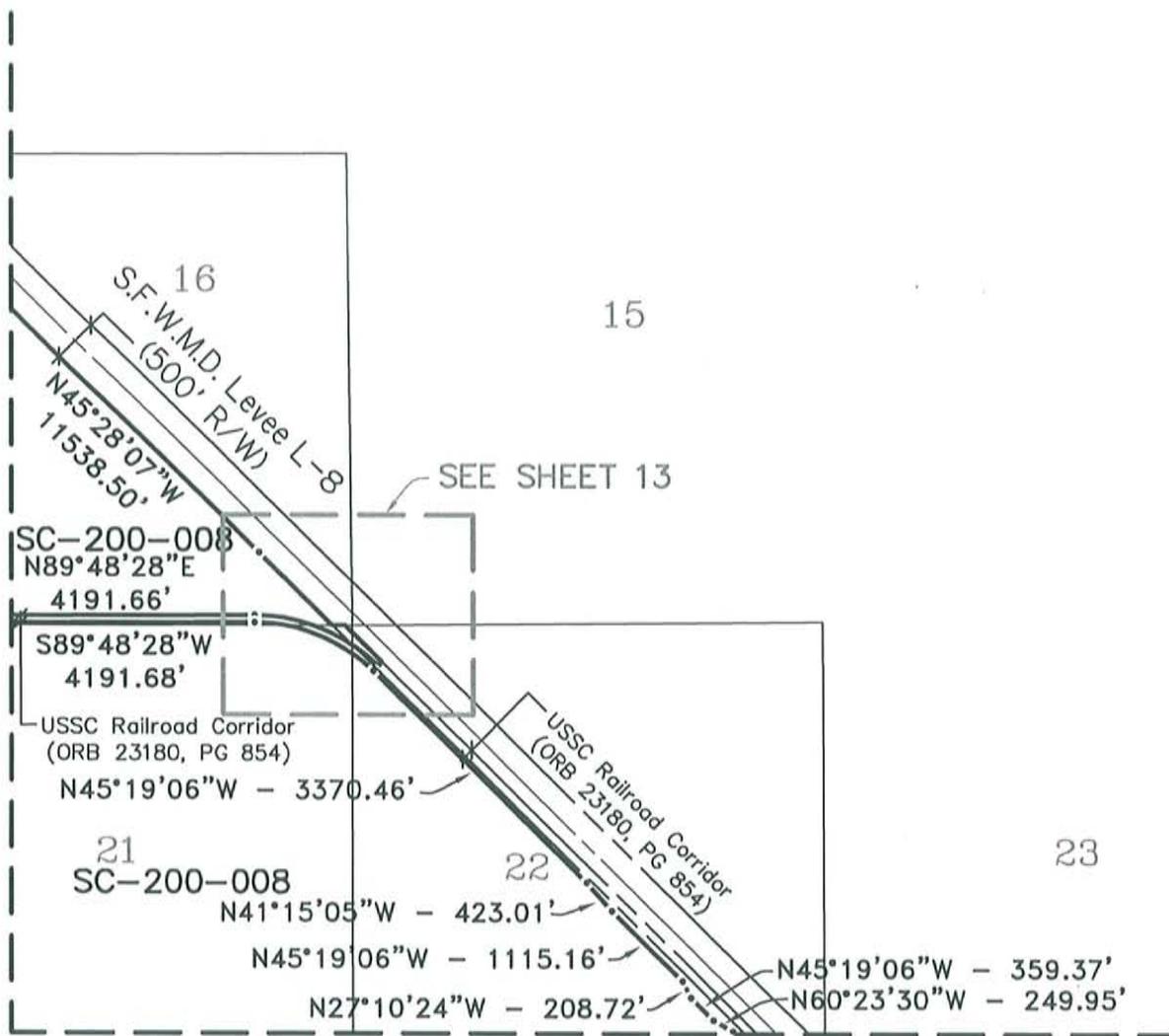
GCY
 INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34901 TALLAHASSEE, FL 32303
 (800) 386-1066 (850) 536-8455

| | | |
|---|-----------------|-----------------------------------|
| SKETCH OF LEGAL DESCRIPTION FOR; S.F.W.M.D. PALM BEACH COUNTY, FLORIDA | | |
| Scale: AS NOTED | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet 9 of 15 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



Matchline B - See Sheet 8



Matchline D - See Sheet 11

GRAPHIC SCALE



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


INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34901 TALLAHASSEE, FL 32303
 (800) 386-1066 (850) 536-8455

| | | |
|----------------------------------|----------|---------------------|
| SKETCH OF LEGAL DESCRIPTION FOR: | | |
| S.F.W.M.D. | | |
| PALM BEACH COUNTY, | | FLORIDA |
| Scale: | Date: | File & Drawing No.: |
| 1" = 2000' | | OB-1050-06 |
| Drawn By: | Checked: | Sheet |
| JHY | MRW | 10 of 15 |

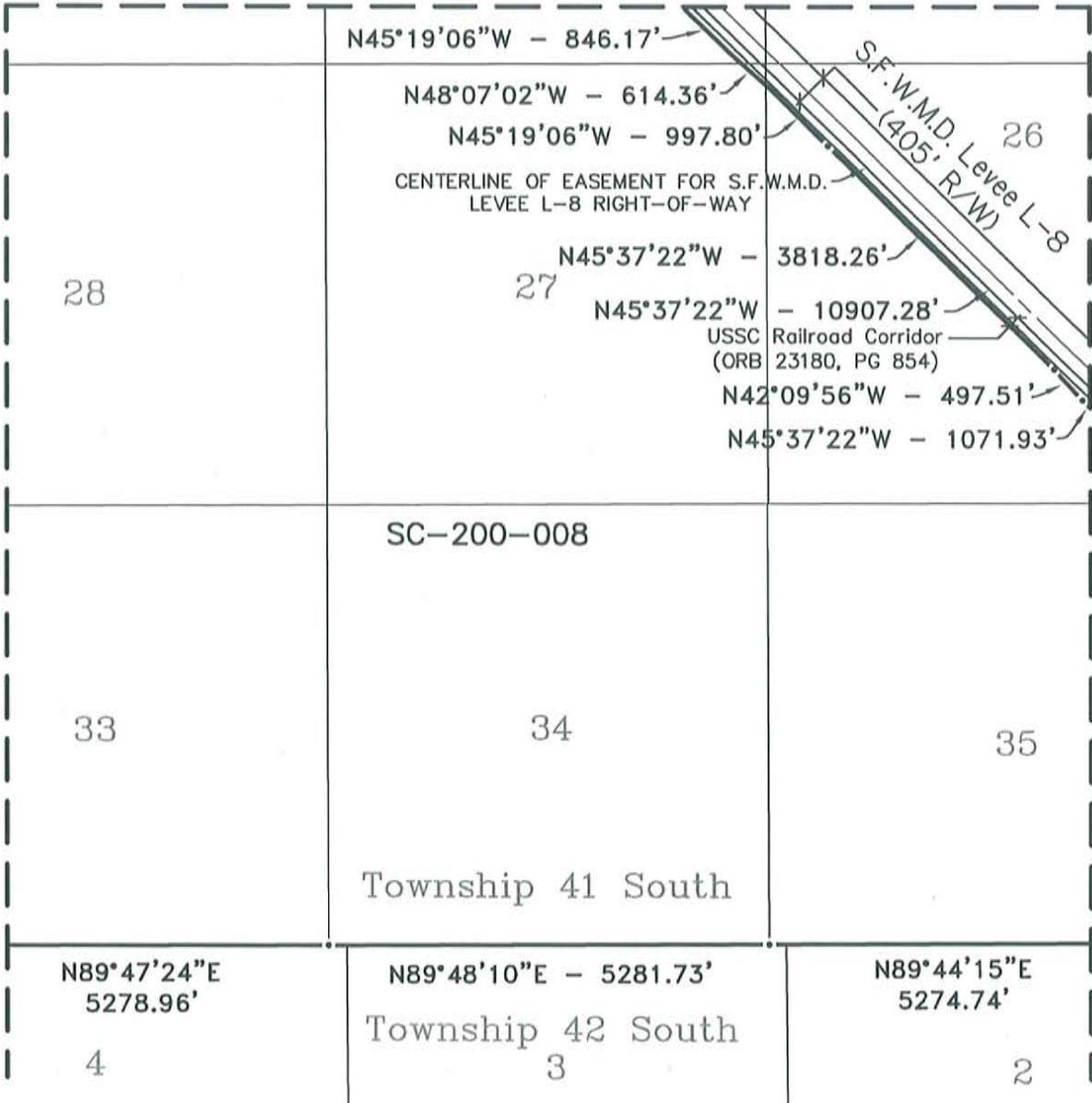
| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

Matchline D – See Sheet 10



Matchline C – See Sheet 9

Matchline E – See Sheet 12



GRAPHIC SCALE

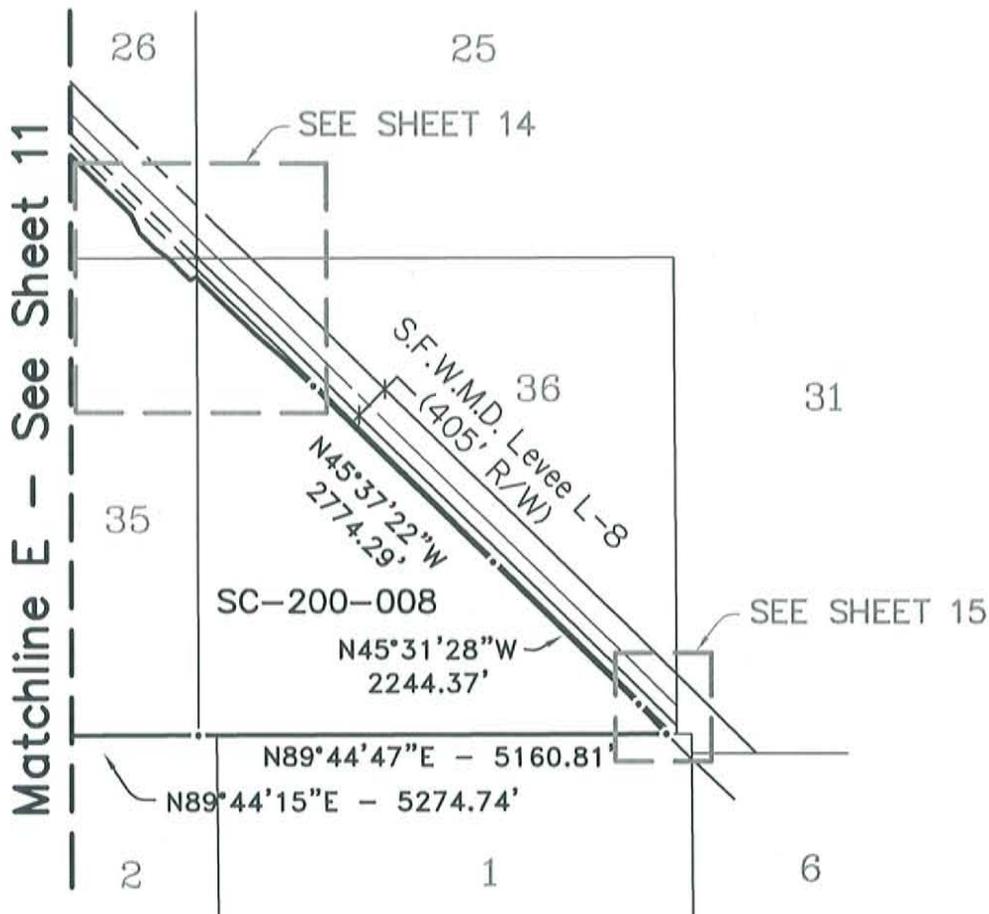


(IN FEET)
 INTENDED DISPLAY SCALE
 1 inch = 2000ft.


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

| | | |
|----------------------------------|-----------------|-----------------------------------|
| SKETCH OF LEGAL DESCRIPTION FOR; | | |
| S.F.W.M.D. | | |
| PALM BEACH COUNTY, | | FLORIDA |
| Scale: 1"=2000' | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet 11 of 15 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GRAPHIC SCALE



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



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

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

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

PALM BEACH COUNTY, FLORIDA

Scale:
1"=2000'

Date:

File & Drawing No.:

08-1050-06

Drawn By:

Checked:

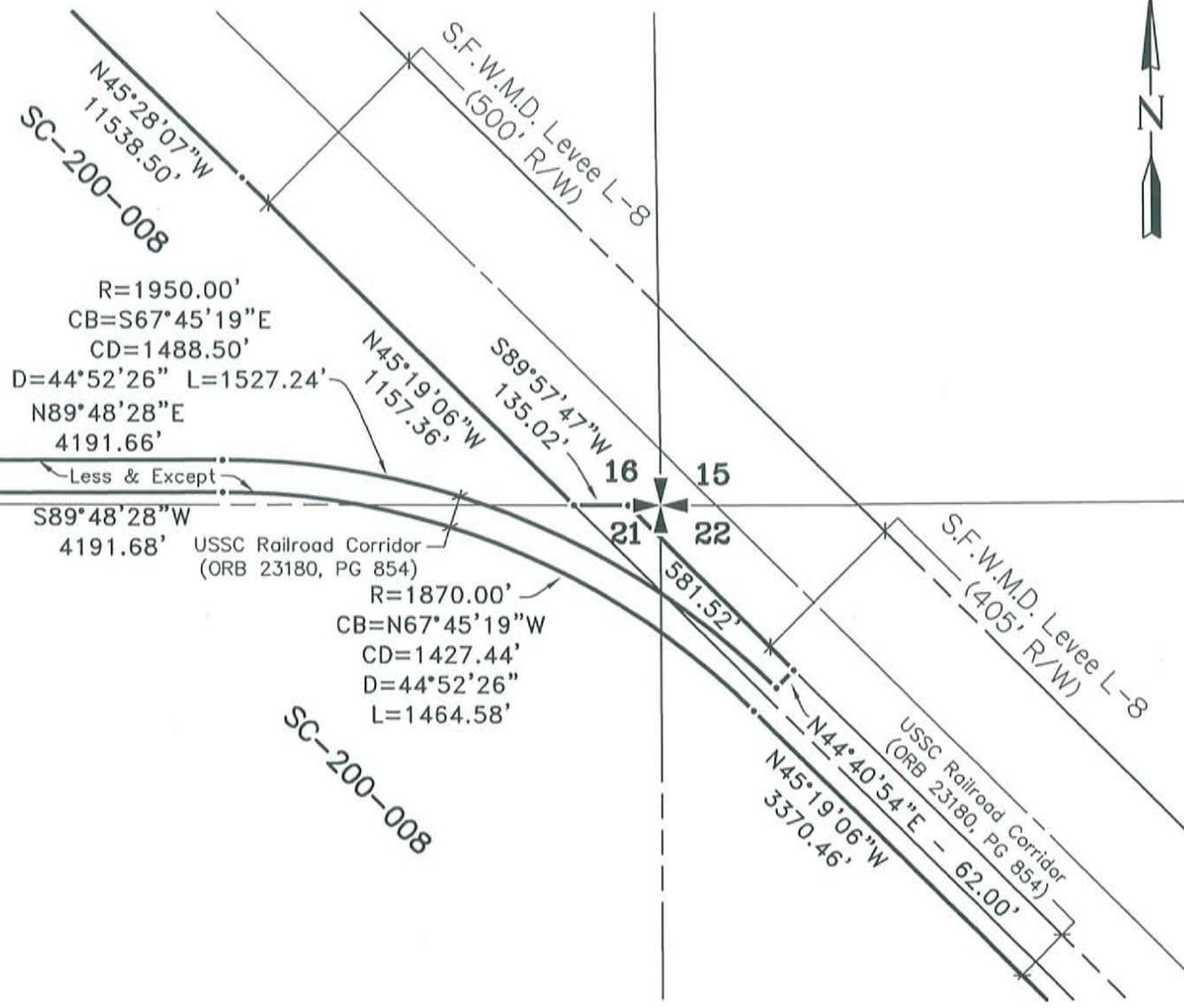
Sheet

JHY

MRW

12 of 15

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GRAPHIC SCALE



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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |


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

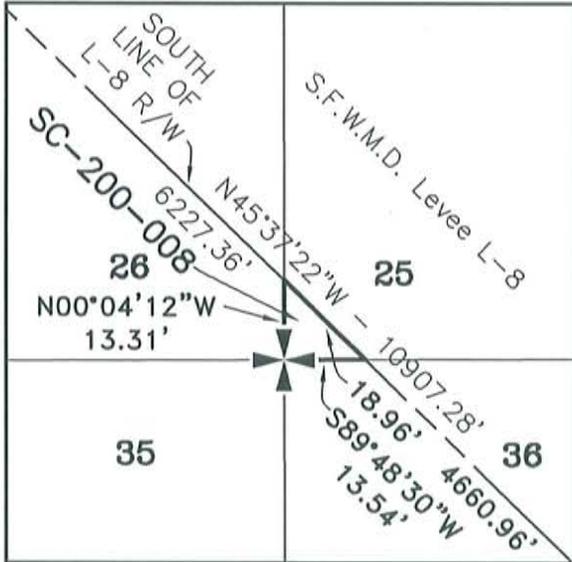
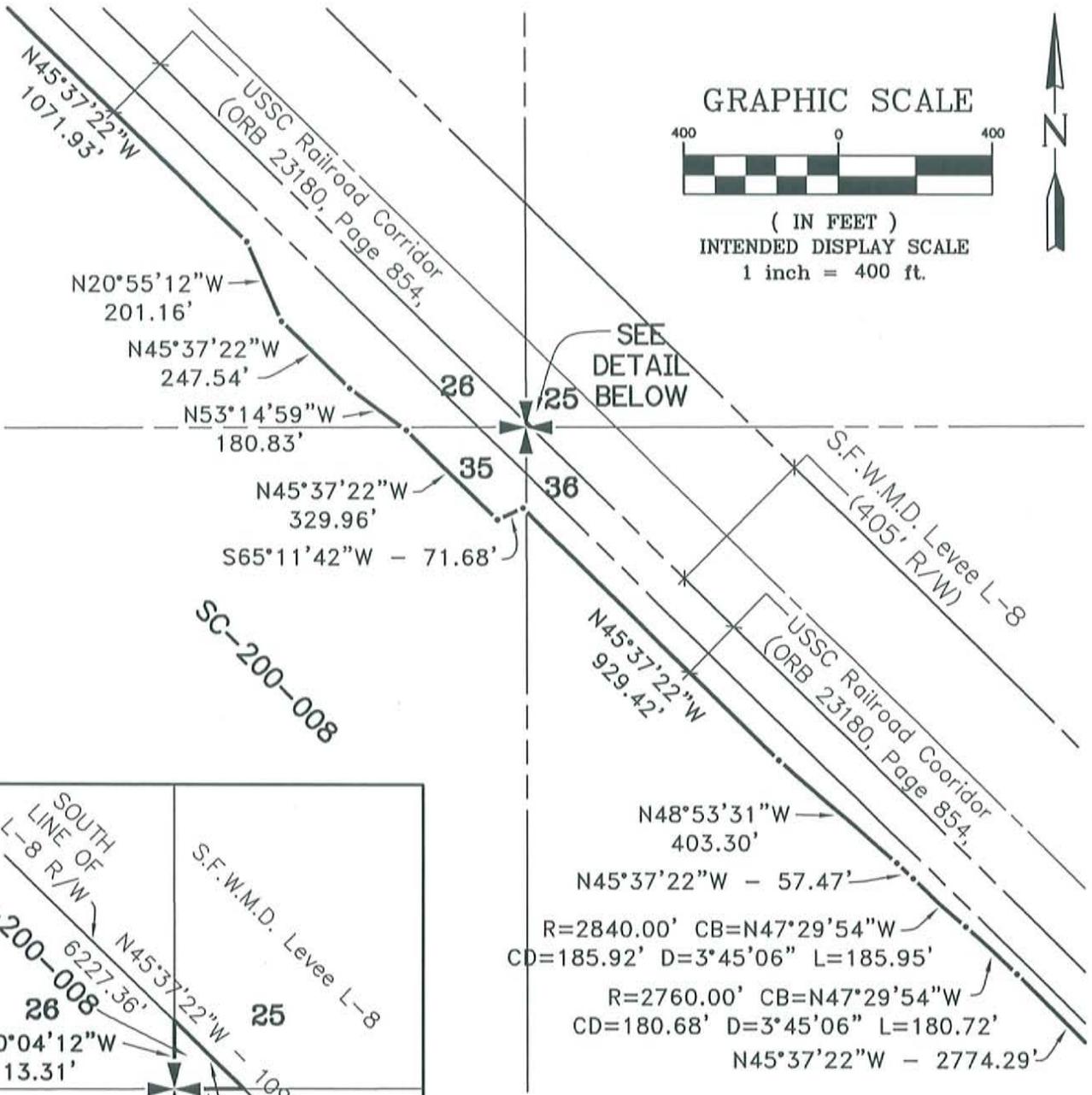
SKETCH OF LEGAL DESCRIPTION FOR;
S.F.W.M.D.
 PALM BEACH COUNTY, FLORIDA

| | | |
|-------------------|-----------------|-----------------------------------|
| Scale: 1"=400' | Date: | File & Drawing No.: 08-1050-06 |
| Drawn By: JHY | Checked: MRW | Sheet 13 of 15 |

GRAPHIC SCALE



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



DETAIL

(INTENDED DISPLAY SCALE: 1"=30')



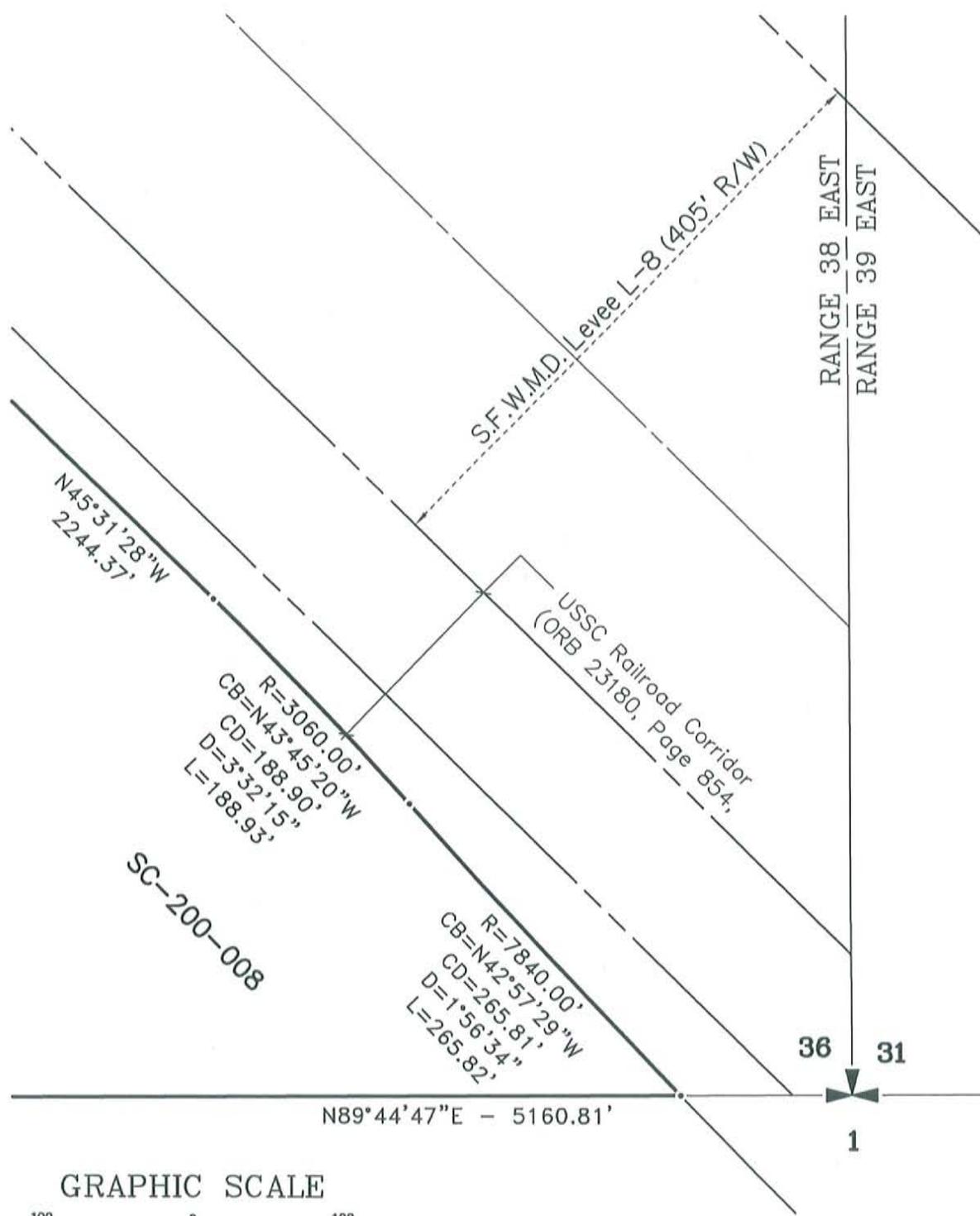
INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 386-1066 (850) 536-8455

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

Scale: AS NOTED
 Date: JHY
 Drawn By: MRW
 Checked:

File & Drawing No.: 08-1050-06
 Sheet 14 OF 15

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GRAPHIC SCALE



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

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

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. • PALM CITY, FL 34991 (800) 366-1066
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE • TALLAHASSEE, FL 32303 (850) 536-8455

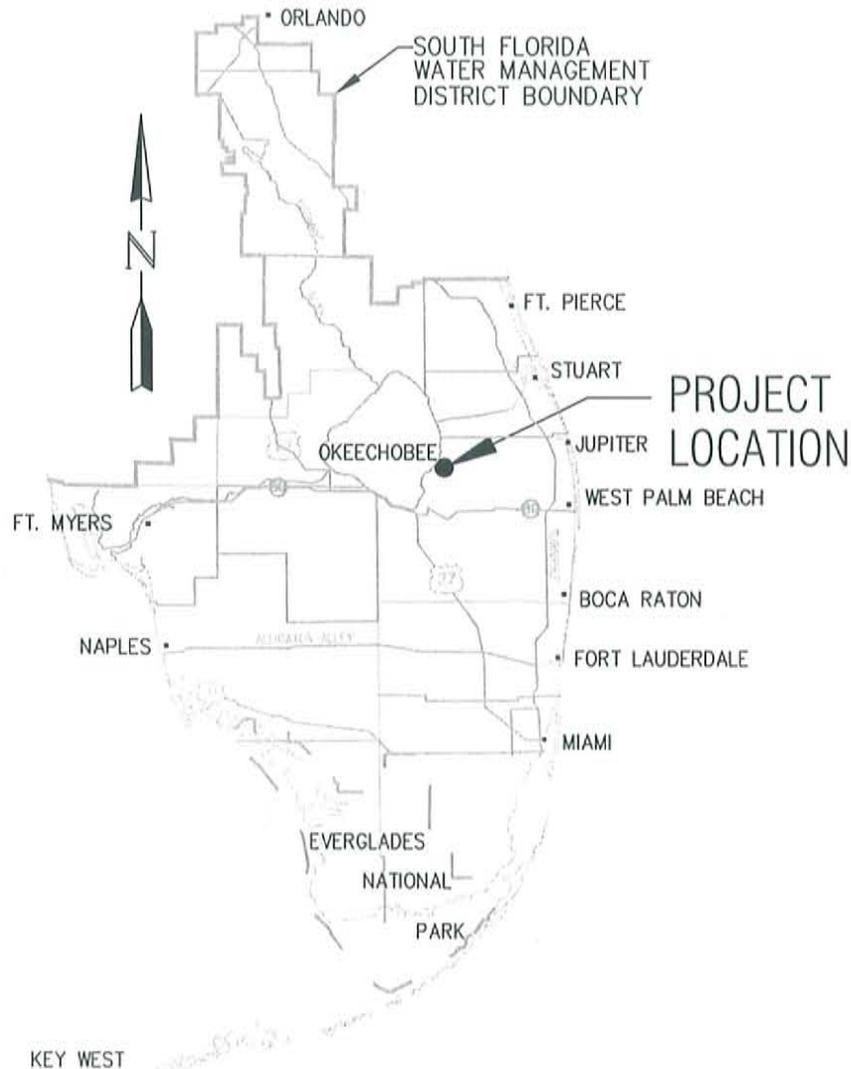
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
 PALM BEACH COUNTY, FLORIDA

Scale: 1"=100'
 Date:
 Drawn By: JHY
 Checked: MRW

File & Drawing No.: 08-1050-06
 Sheet 15 OF 15

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

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



VICINITY MAP
NOT TO SCALE



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 366-1066 (850) 536-8455

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

| | |
|-----------|----------|
| Scale: | Date: |
| AS NOTED | DEC 2009 |
| Drawn By: | Checked: |
| JHY | MRW |

| |
|---------------------|
| File & Drawing No.: |
| 08-1050-05 |
| Sheet |
| 1 of 9 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

Legal Description

The following described lands in Palm Beach County, Florida:

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

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

Beginning at the U.S. General Land Office pipe marking the Northwest corner of said Section 6, Township 41 South, Range 38 East, run S 00° 13' 00" W along the Range Line between Ranges 37 and 38 East, said Range Line being a straight line between the aforementioned U.S. General Land Office pipe and a like monument marking the Southwest corner of said Township, a distance of 5282.18 feet, more or less, to a railroad rail monument marking the Southwest corner of said Section 6; thence continue S 00° 13' 00" W, along said Range Line, a distance of 106.0 feet; thence run S 89° 47' 00" E, perpendicular to said Range Line, a distance of 50.0 feet to a point; thence run N 00° 15' 00" W, a distance of 5388.36 feet more or less to a point on the North line of Section 6, N 89° 33' 00" E from the Northwest corner of said Section; thence run S 89° 33' 00" W a distance of 6.0 feet to said Northwest corner of said Section 6, and the Point of Beginning.

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

LESS AND EXCEPT the Northeast diagonal one-half of Section 22;

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GCY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

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

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

| | | |
|------------------|-------------------|-----------------------------------|
| Scale: NONE | Date: DEC 2009 | File & Drawing No.: 08-1050-05 |
| Drawn By: JHY | Checked: MRW | Sheet: 2 of 9 |

AND:

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

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

AND:

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

LESS AND EXCEPT

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

AND:

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

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

AND:

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

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

AND:

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

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GCY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 366-1066
TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

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

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

Surveyor's Notes

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

Certification

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

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

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

Date of Signature

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

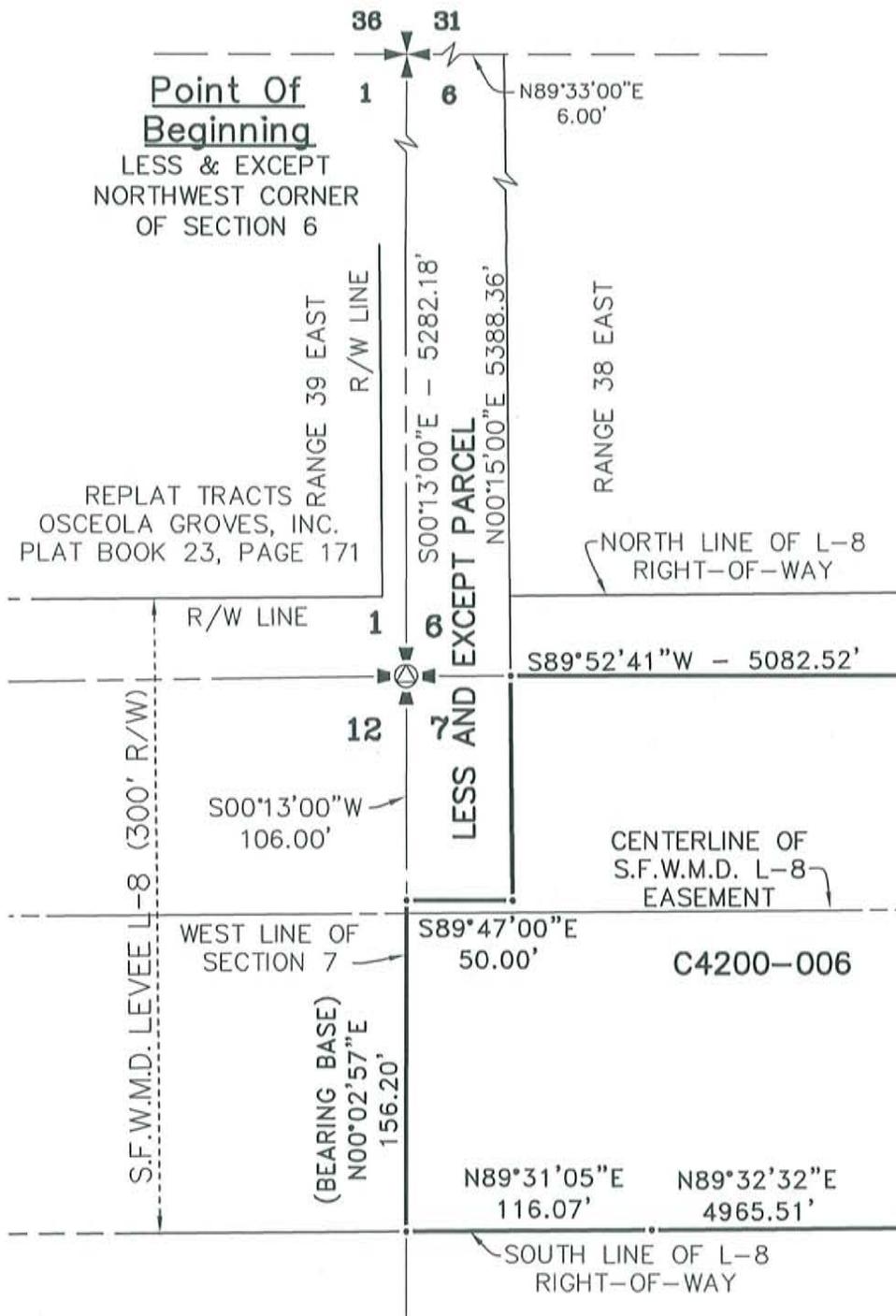
| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



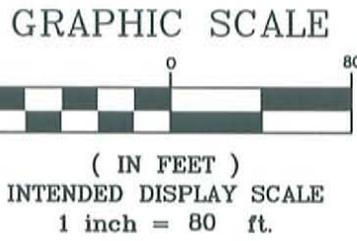
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 366-1066
 TALLAHASSEE OFFICE: 1900 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

| | | |
|---|-------------------|-----------------------------------|
| SKETCH OF LEGAL DESCRIPTION FOR; S.F.W.M.D. PALM BEACH COUNTY, FLORIDA | | |
| Scale: NONE | Date: DEC 2009 | File & Drawing No.: 08-1050-05 |
| Drawn By: JHY | Checked: MRW | Sheet 4 OF 9 |



See Sheet 6



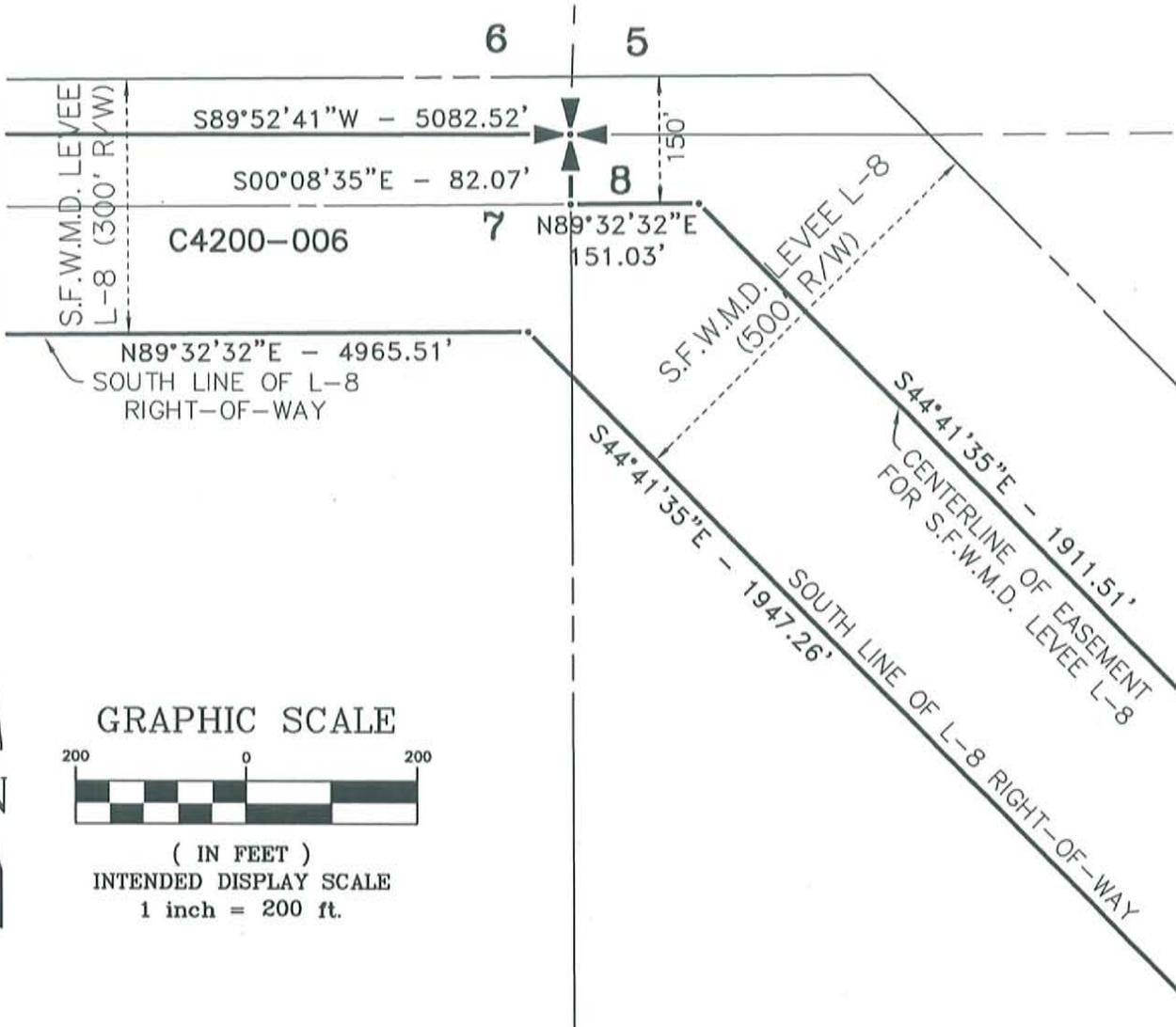
G C Y
 INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

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

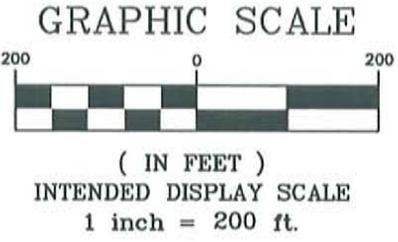
| | | |
|----------------------------------|-------------------|-----------------------------------|
| SKETCH OF LEGAL DESCRIPTION FOR: | | |
| S.F.W.M.D. | | |
| PALM BEACH COUNTY, | | FLORIDA |
| Scale: 1"=80' | Date: DEC 2009 | File & Drawing No.: 08-1050-05 |
| Drawn By: JHY | Checked: MRW | Sheet: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

| | | | |
|-----|-----------|------|----|
| NO. | REVISIONS | DATE | BY |
| | | | |

See Sheet 5



See Top Left of Sheet 7



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

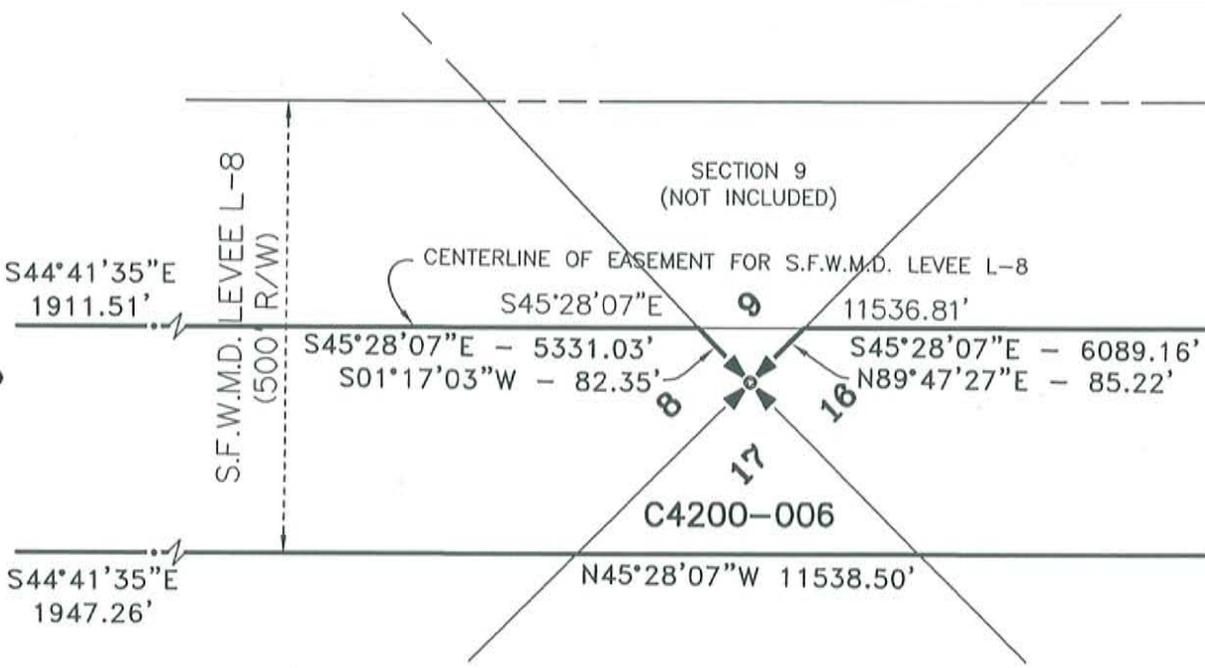

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 410B
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1469 - 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 386-1066 (850) 536-8455

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

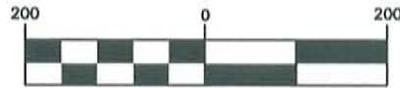
| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

See Bottom Right of Sheet 6

See Below Left



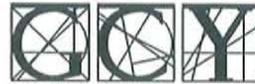
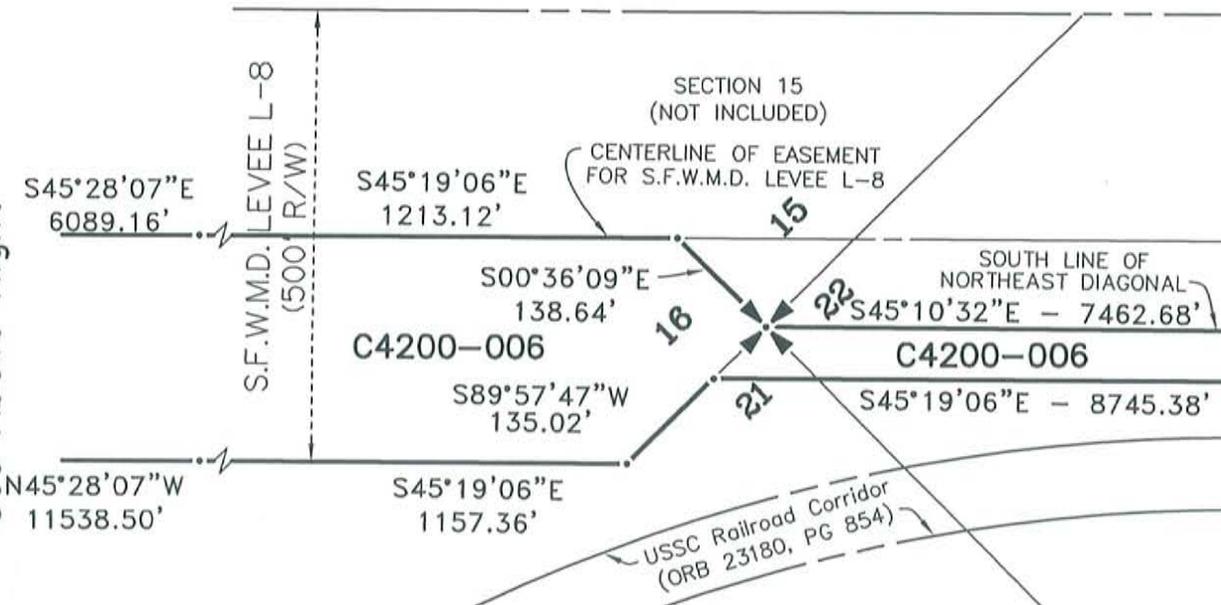
GRAPHIC SCALE



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

See Above Right

See Top Left of Sheet 8



GCY
 INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PD BOX 1489 - 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 366-1066
 TALLAHASSEE OFFICE: 1900 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

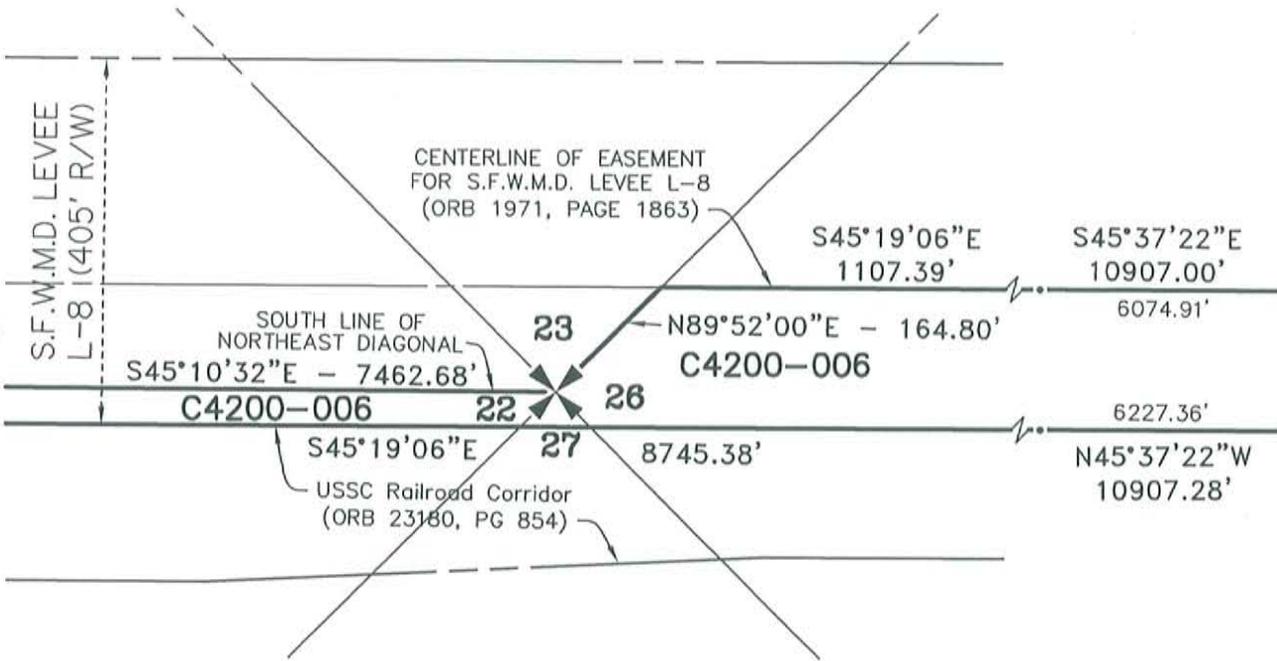
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
 PALM BEACH COUNTY, FLORIDA

Scale: 1"=200'
 Date: DEC 2009
 Drawn By: JHY
 Checked: MRW

File & Drawing No.: 08-1050-05
 Sheet 7 of 9

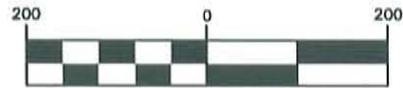
| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

See Bottom Right of Sheet 7



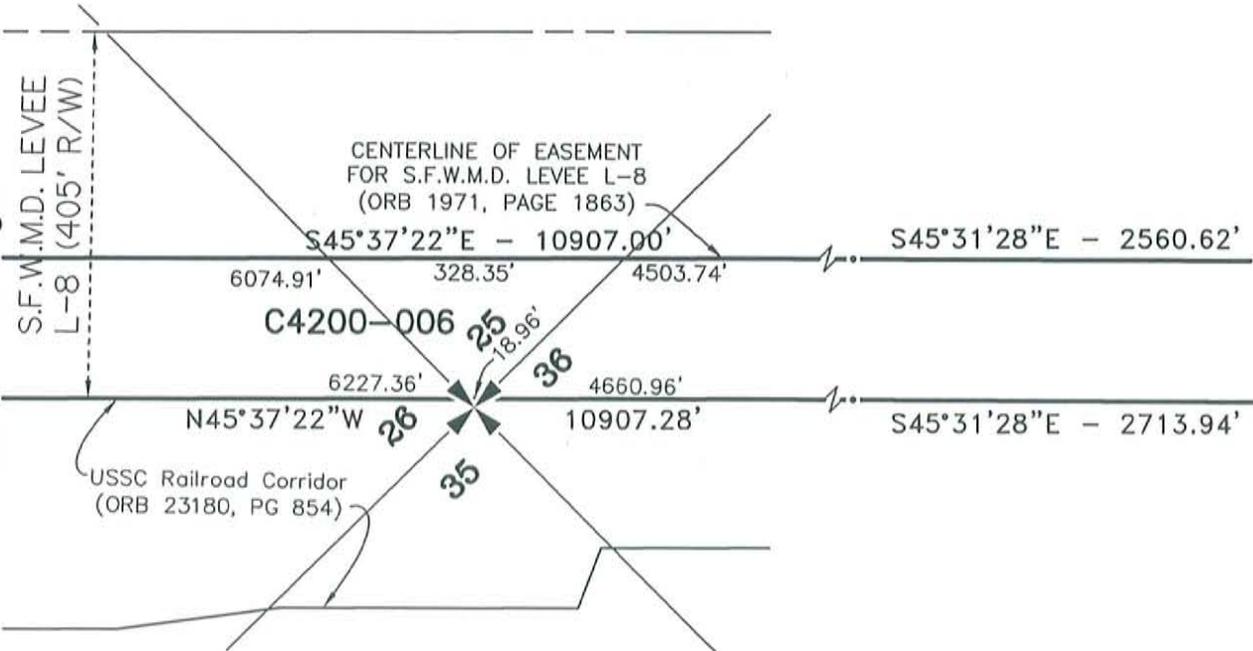
See Below Left

GRAPHIC SCALE



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

See Above Right



See Top Left of Sheet 9



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

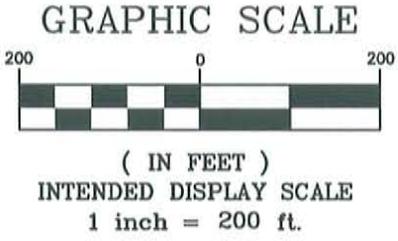
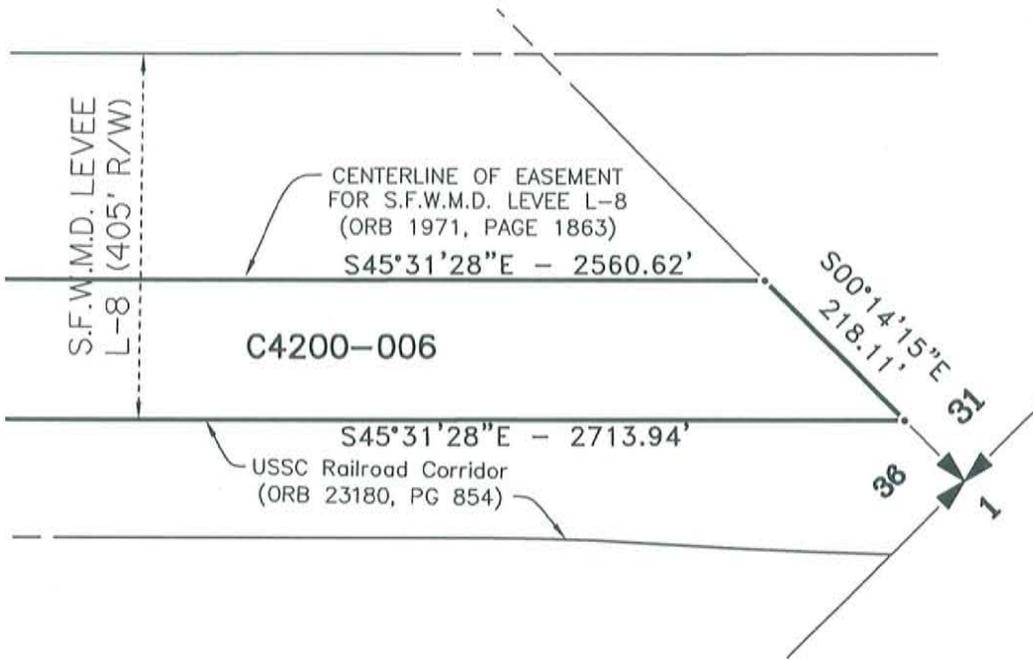
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
PALM BEACH COUNTY, FLORIDA

Scale: 1"=200'
Date: DEC 2009
Drawn By: JHY
Checked: MRW

File & Drawing No.: 08-1050-05
Sheet 8 OF 9

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

See Bottom Right of Sheet 8



| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

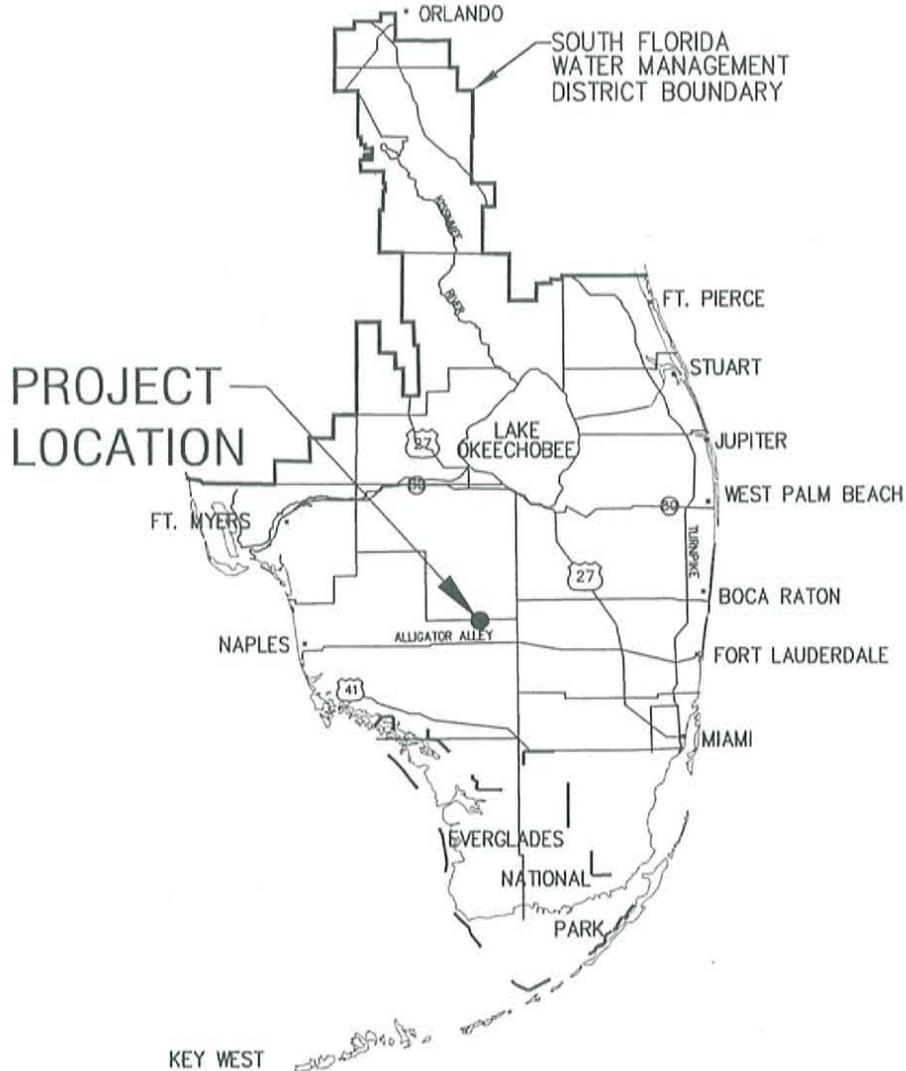

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LJ 4108
 CORPORATE OFFICE: PO BOX 1489 • 1505 SW MARTIN HWY. • PALM CITY, FL 34991 (800) 386-1066
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE • TALLAHASSEE, FL 32303 (850) 536-8455

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

| | |
|--------------------------|--------------------------|
| Scale: 1"=200' | Date: DEC 2009 |
| Drawn By: JHY | Checked: MRW |

| |
|--|
| File & Drawing No.: 08-1050-05 |
| Sheet 9 OF 9 |

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



VICINITY MAP
NOT TO SCALE

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

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34901 (800) 386-1065
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

LEGAL DESCRIPTION

The following described lands in Hendry County, Florida:

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

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

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

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

AND:

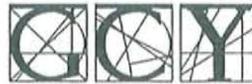
That part of Section 5, Township 47 South, Range 34 East, Hendry County, Florida lying South and West of the right-of-way for the South Florida Water Management District's L-3 Levee;

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

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

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

(CONTINUED)



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

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

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

FLORIDA

| | | |
|------------------|--------------------|--------------------------------------|
| Scale: N.T.S. | Date: 10/2009 | File & Drawing No.: 08-1050-05-06 |
| Drawn By: JHY | Checked: A.C.A. | Sheet: 2 OF 19 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(CONTINUED)

AND:

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

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

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

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

(CONTINUED)

| | | | |
|---|----------|----------------------------------|---------|
|  <p>GCY INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LB 410B</p> <p>CORPORATE OFFICE: PO BOX 1469 - 1505 SW MARTIN HWY. PALM CITY, FL 34901 (800) 366-1066 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455</p> | | SKETCH OF LEGAL DESCRIPTION FOR: | |
| | | S.F.W.M.D. | |
| | | HENDRY | FLORIDA |
| Scale: | Date: | File & Drawing No.: | |
| N.T.S. | 10/2009 | 08-1050-05-06 | |
| Drawn By: | Checked: | Sheet | |
| JHY | A.C.A. | 3 OF 19 | |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(CONTINUED)

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

(CONTINUED)

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 - 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1056 (850) 536-8455

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

| | | |
|------------------|--------------------|--------------------------------------|
| Scale: N.T.S. | Date: 10/2009 | File & Drawing No.: 08-1050-05-06 |
| Drawn By: JHY | Checked: A.C.A. | Sheet 4 OF 19 |

(CONTINUED)

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

(CONTINUED)



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 356-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

FLORIDA

Scale: N.T.S.
Date: 10/2009

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

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

Sheet 5 of 19

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(CONTINUED)

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

AND:

A strip of land varying in widths in Sections 5, 8, 9, 16, 21, 22, 26, 27, 35 and 36, Township 47 South, Range 34 East, and in Section 1, Township 48 South, Range 34 East; said strip of land being more particularly described as follows:

From an original State Pipe marking the Northeast corner of said Section 5 bear N 89° 57' 20" W, along the North line of said Section 5, a distance of 57.52 feet to the Point of Beginning; from said Point of Beginning continue N 89° 57' 20" W, along said line a distance of 30.00 feet; thence S 00° 09' 41" E, a distance of 5298.19 feet to a point on the North line of said Section 8; said point bears N 89° 56' 25" W, a distance of 138.48 feet from the Northeast corner of said Section 8; thence S 89° 56' 25" E, along the North line of said Section 8 a distance of 15.00 feet; thence S 00° 09' 41" E, a distance of 4829.16 feet; thence S 38° 22' 13" E, a distance of 20,890.49 feet to a point on the South line of said Section 26, said point bears S 89° 54' 01" E, a distance of 2016.07 feet from a State Pipe marking the Southwest corner of said Section 26; thence N 89° 54' 01" W, along the South line of said Section 26 a distance of 127.72 feet; thence S 38° 22' 13" E, a distance of 13,125.65 feet to a point on the South line of said Section 1; said point bears S 89° 14' 26" W, a distance of 694.29 feet from a concrete monument marking the Southeast corner of said Section 1; thence N 89° 14' 26" E, along the South line of said Section 1 a distance of 195.66 feet; thence N 38° 22' 13" W, a distance of 13,121.89 feet to a point on the North line of said Section 35; said point bears S 89° 54' 01" E, a distance of 2086.32 feet from the Northwest corner of said Section 35; thence N 89° 54' 01" W, along the North line of said Section 35 a distance of 6.39 feet; thence N 38° 22' 13" W, a distance of 20,969.48 feet; thence N 00° 09' 41" W, a distance of 10,065.52 feet to the Point of Beginning.

Surveyor's Notes

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

Certification

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

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

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

12-11-2009
Date of Signature

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



GCY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 - 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 306-1066
TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

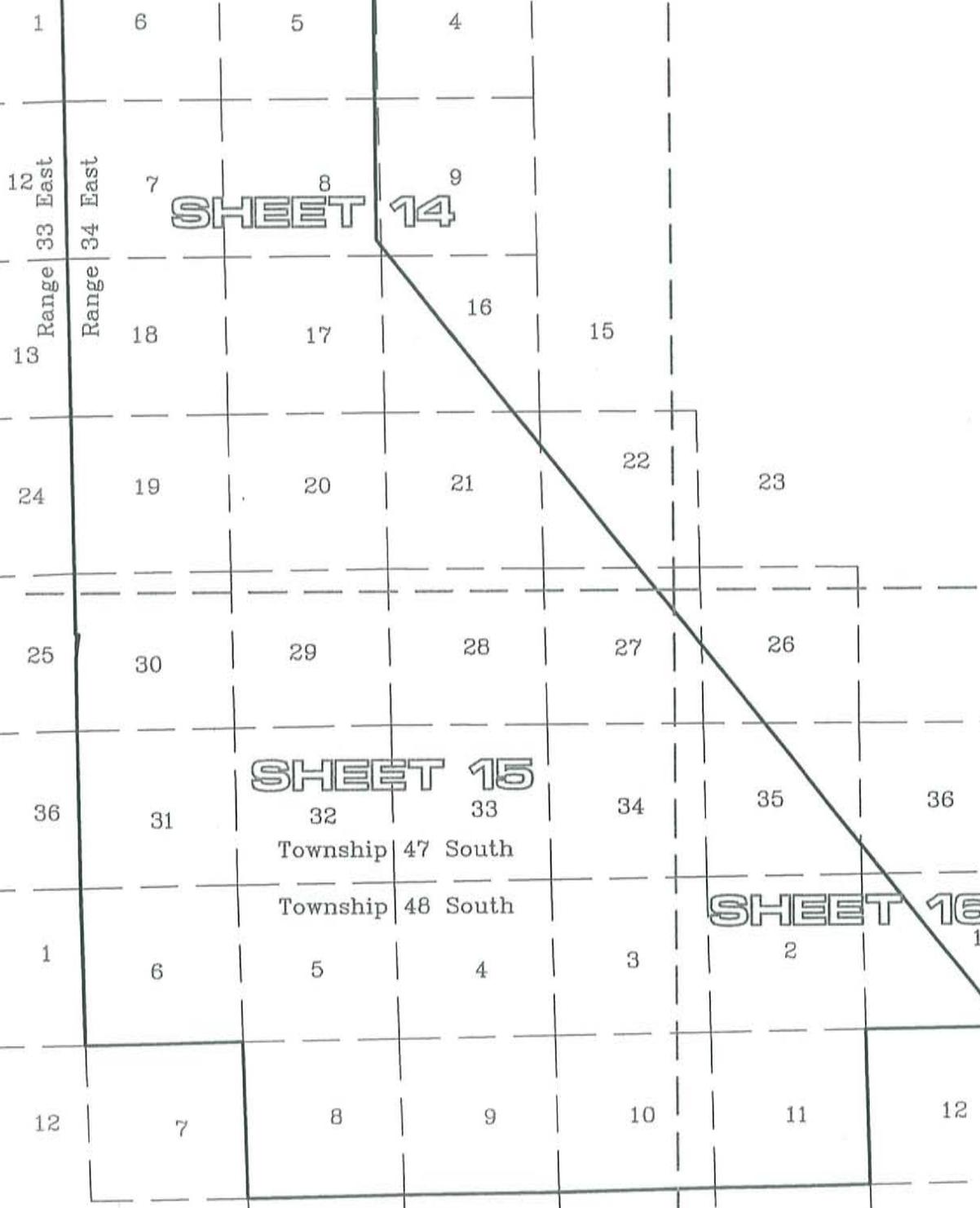
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
HENDRY FLORIDA

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

(NOT TO SCALE)



Township 46 South
Township 47 South



SHEET 14

SHEET 15

SHEET 16

Township 47 South

Township 48 South

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

G C Y
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1489 • 1505 SW MARTIN HWY. 1920 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1066 (850) 536-8455

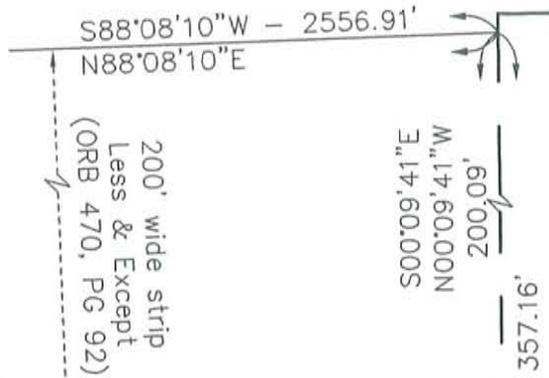
| | | |
|--------------------|--------------------|--------------------------------------|
| Scale: AS NOTED | Date: 10/2009 | File & Drawing No.: 08-1050-05-06 |
| Drawn By: JHY | Checked: A.C.A. | Sheet 7 OF 19 |

| | | | |
|-----|-----------|------|----|
| NO. | REVISIONS | DATE | BY |
| | | | |

(Intended Display Scale: 1"=40')



CONTINUED ON SHEET 9



N88°08'10"E - 2555.63'

Point Of Beginning

Less & Except
("Exhibit A"
ORB 470. PG 92)

SE 1/4

Section 32,
Township 46 South,
Range 34 East

Point Of Beginning

N89°57'20"W - 2554.05'

North line of
Section 5

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

South line of
Section 32
N89°57'20"W

87.52'

Point Of Commencement

SE corner of the SE
1/4 of Section 32
NE corner of
Section 5

SC-200-006

Section 5,
Township 47 South,
Range 34 East

Point Of Beginning

(ORB 452,
PG 725)

S00°09'41"E
5298.19'

N00°09'41"W
10065.52'

CONTINUED ON SHEET 16

Detail of area on Sheet 13



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 306-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

FLORIDA

Scale: AS NOTED

Date: 10/2009

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

Drawn By: JHY

Checked: A.C.A.

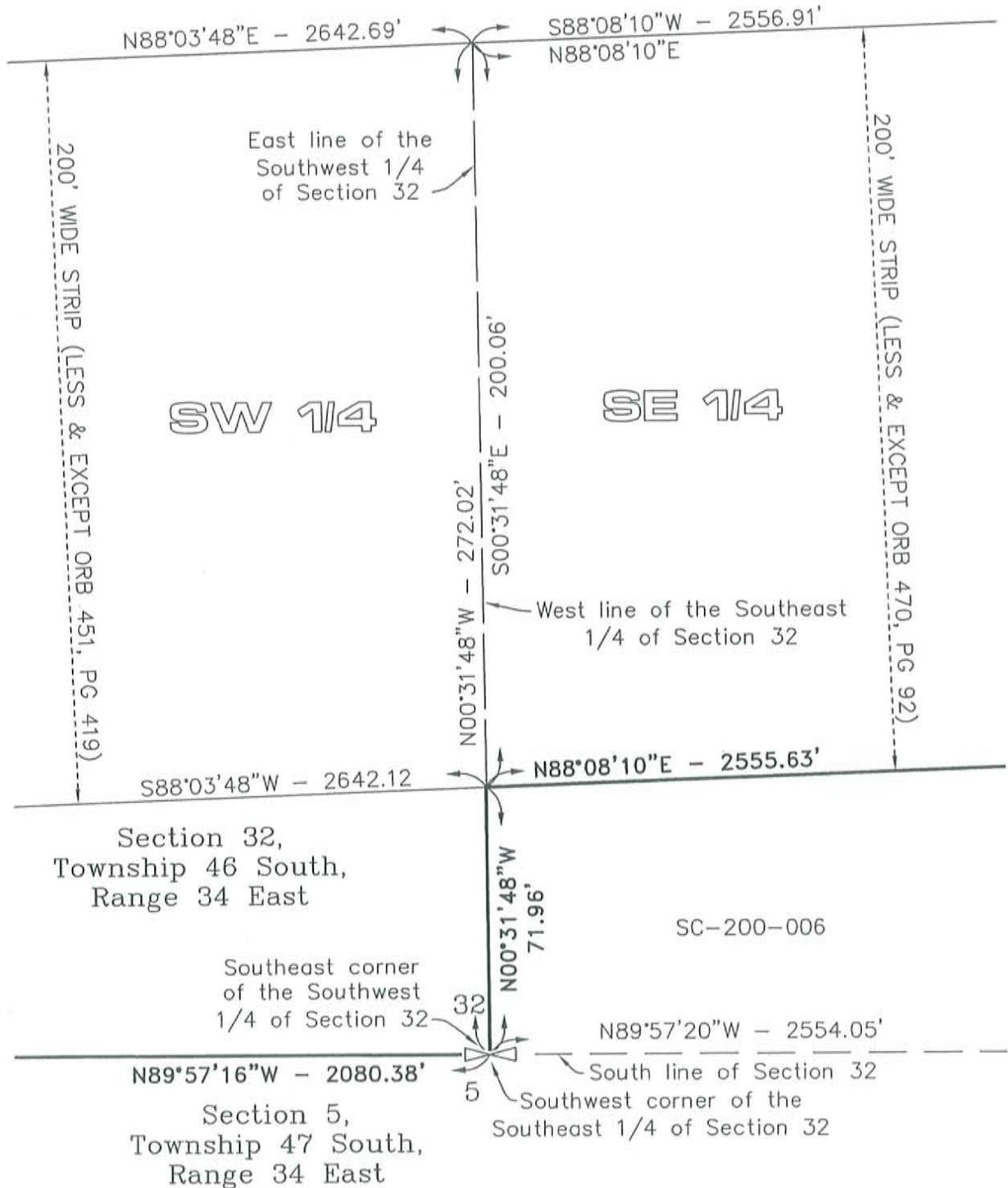
Sheet 8 of 19

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=40')

CONTINUED ON SHEET 10

8 SHEETS NO CONTINUED



Detail of area on Sheet 13

G C Y
 INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 306-1066 (850) 536-8455

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

| | | |
|--------------------|--------------------|--------------------------------------|
| Scale: AS NOTED | Date: 10/2009 | File & Drawing No.: 08-1050-05-06 |
| Drawn By: JHY | Checked: A.C.A. | Sheet: 9 OF 19 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=40')



CONTINUED ON SHEET 11

CONTINUED ON SHEET 9

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

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

SE 1/4

SW 1/4

N00°40'35"W - 180.67'

West line of Section 32

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

SW corner of
Section 32

Township 46 South 31
Township 47 South 6

S00°49'49"E - 19.38'

S88°03'48"W - 2641.98'

S88°03'48"W - 2642.12'

S88°03'48"W - 561.10'

N89°57'16"W
2080.38'

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

West line of
Section 5

NE 1/4

NW 1/4

SC-200-006

SC-200-006

Detail of area on Sheet 13



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LH 4108

CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1090 COMMONWEALTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 386-1066 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

FLORIDA

Scale: AS NOTED

Date: 10/2009

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

Drawn By: JHY

Checked: A.C.A.

Sheet 10 of 19

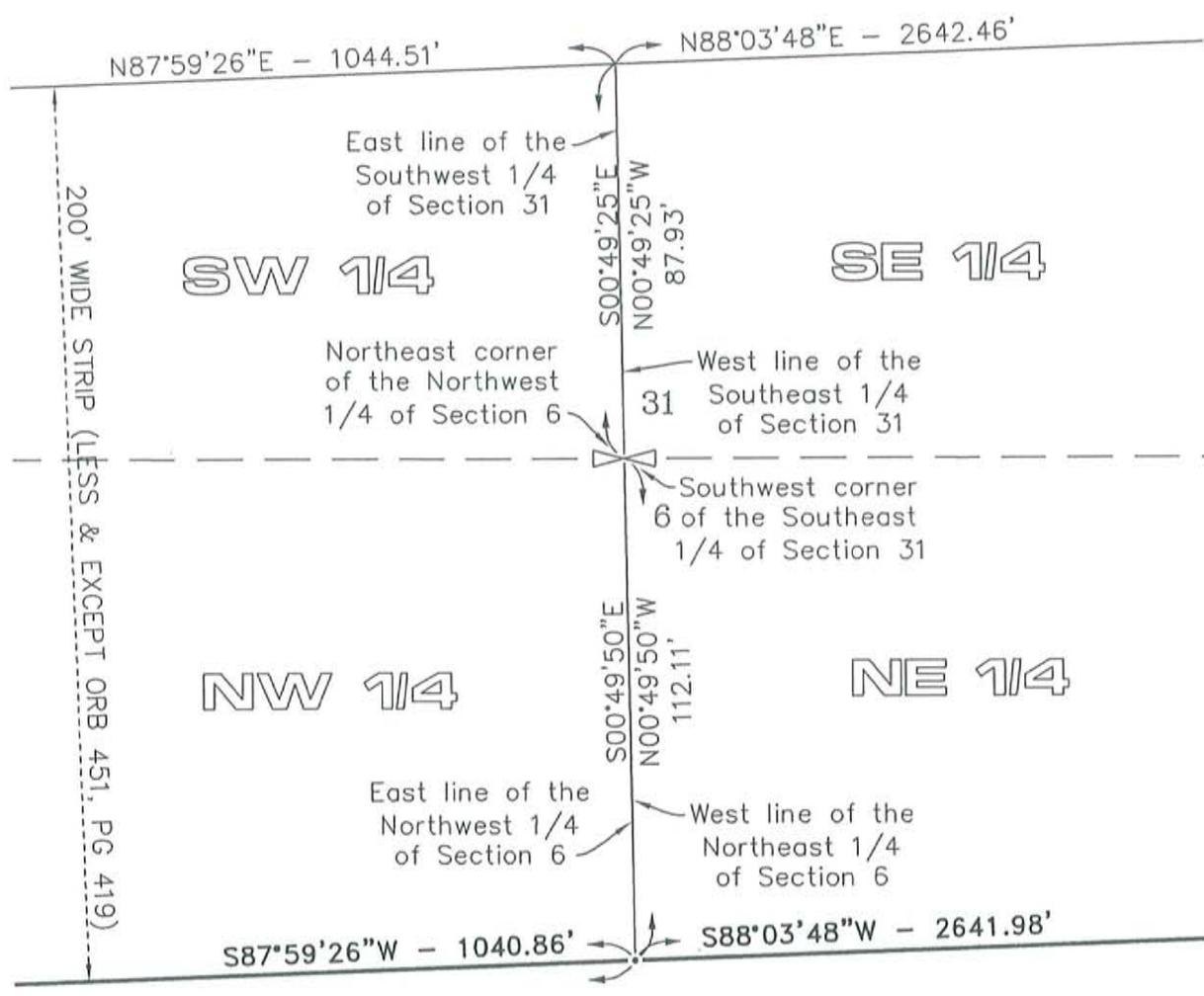
| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=40')



CONTINUED ON SHEET 12

CONTINUED ON SHEET 10



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

SC-200-006

Detail of area on Sheet 13

GCY
 INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE: TALLAHASSEE OFFICE
 PO BOX 1469 • 1505 SW MARTIN HWY. 1920 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 536-1066 (850) 536-8455

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

| | | |
|--------------------|--------------------|--------------------------------------|
| Scale: AS NOTED | Date: 10/2009 | File & Drawing No.: 08-1050-05-06 |
| Drawn By: JHY | Checked: A.C.A. | Sheet 11 OF 19 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=40')



SW 1/4

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

36

31

N88°16'58"E - 1597.40

1

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

(Reference Bearing) North89°56'02"West

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

Range 33 East

N00°49'51"W - 200.02'

Range 34 East

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

West line of
Section 6

Westerly 500'

NW 1/4

S88°16'58"W - 1601.04'

S00°45'43"E
5124.56'

SC-200-006

11
S
H
E
E
T

O
N

C
O
N
T
I
N
U
E
D

Detail of area on Sheet 13



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 586-1066
TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

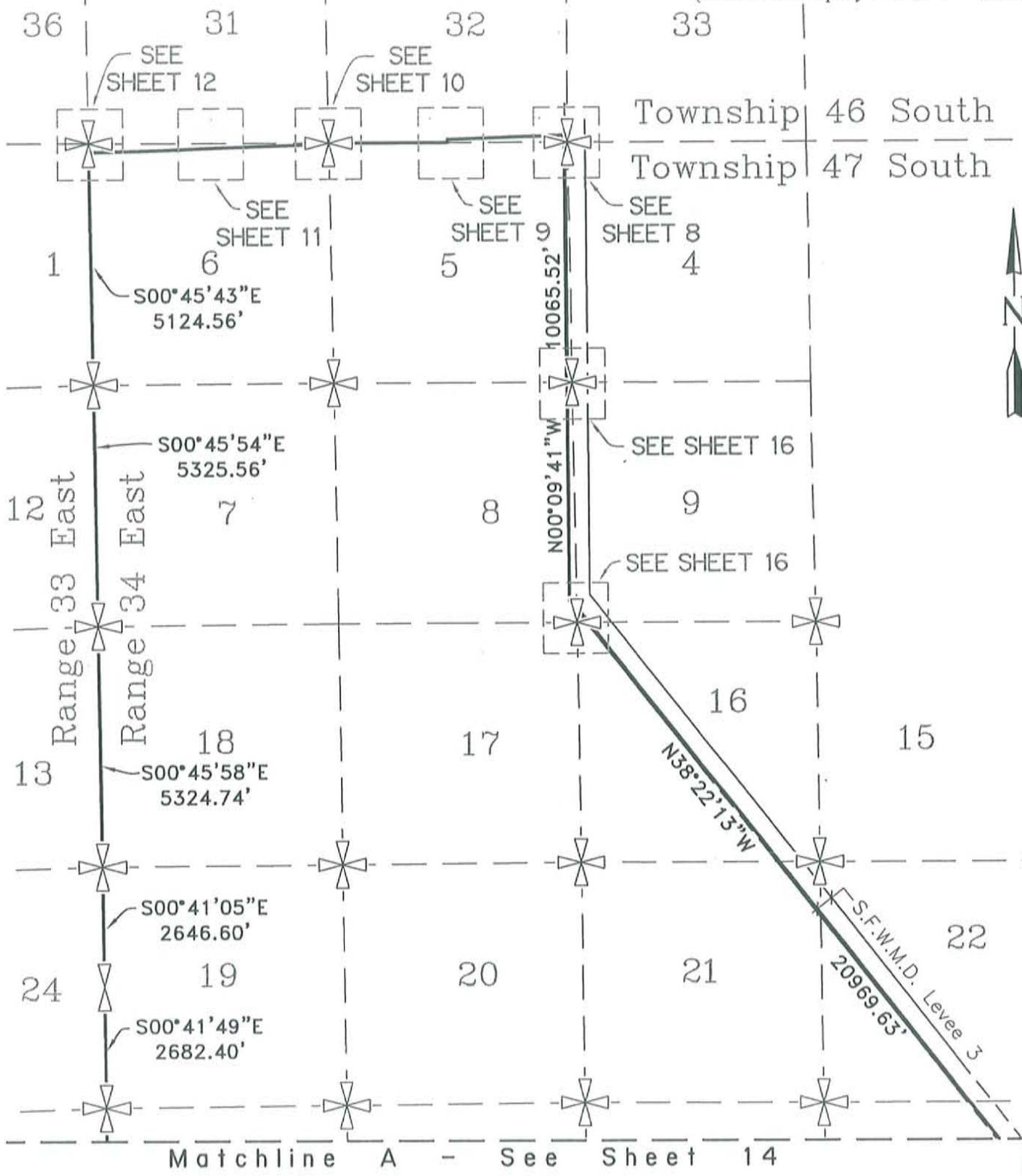
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
HENDRY FLORIDA

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

File & Drawing No.: 08-1050-05-06
Sheet 12 OF 19

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=3000')



Matchline A - See Sheet 14


INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 410B
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1489 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LAKE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 366-1066 (850) 536-8455

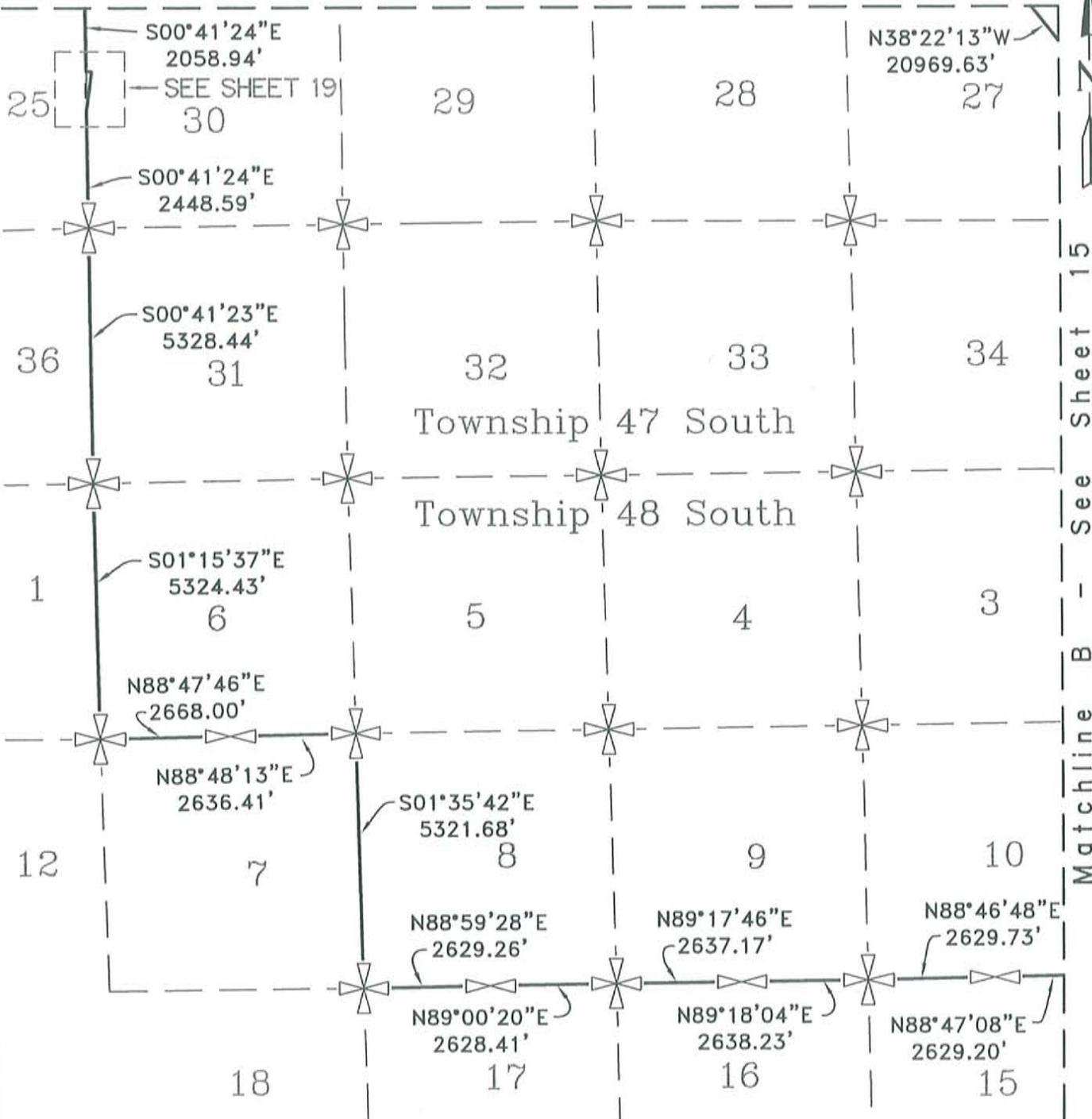
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
 HENDRY FLORIDA

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=3000')

Matchline A - See Sheet 13

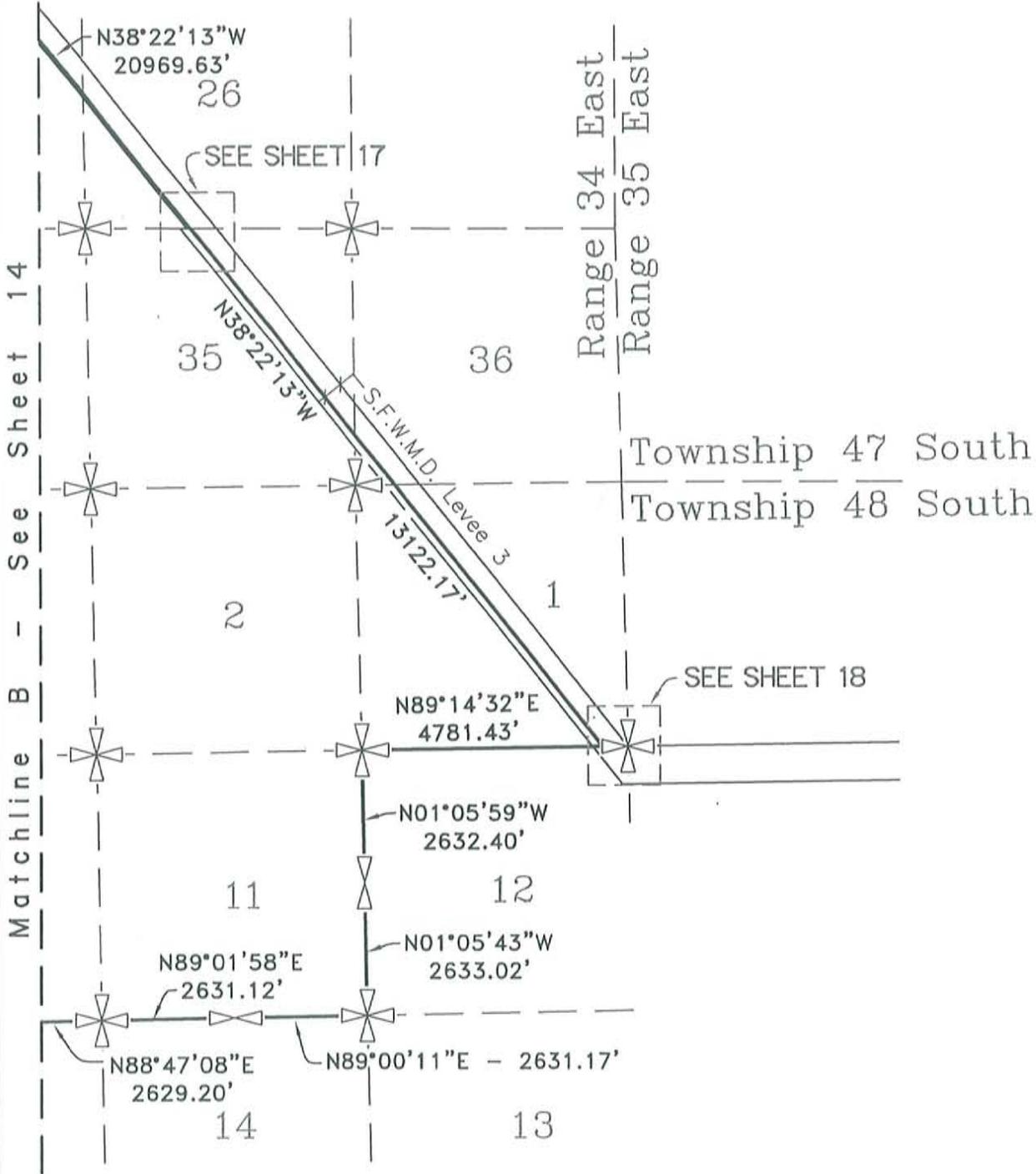



GCY
 INCORPORATED
 PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE: TALLAHASSEE OFFICE
 PO BOX 1489 - 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 386-1066 (850) 536-8455

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=3000')



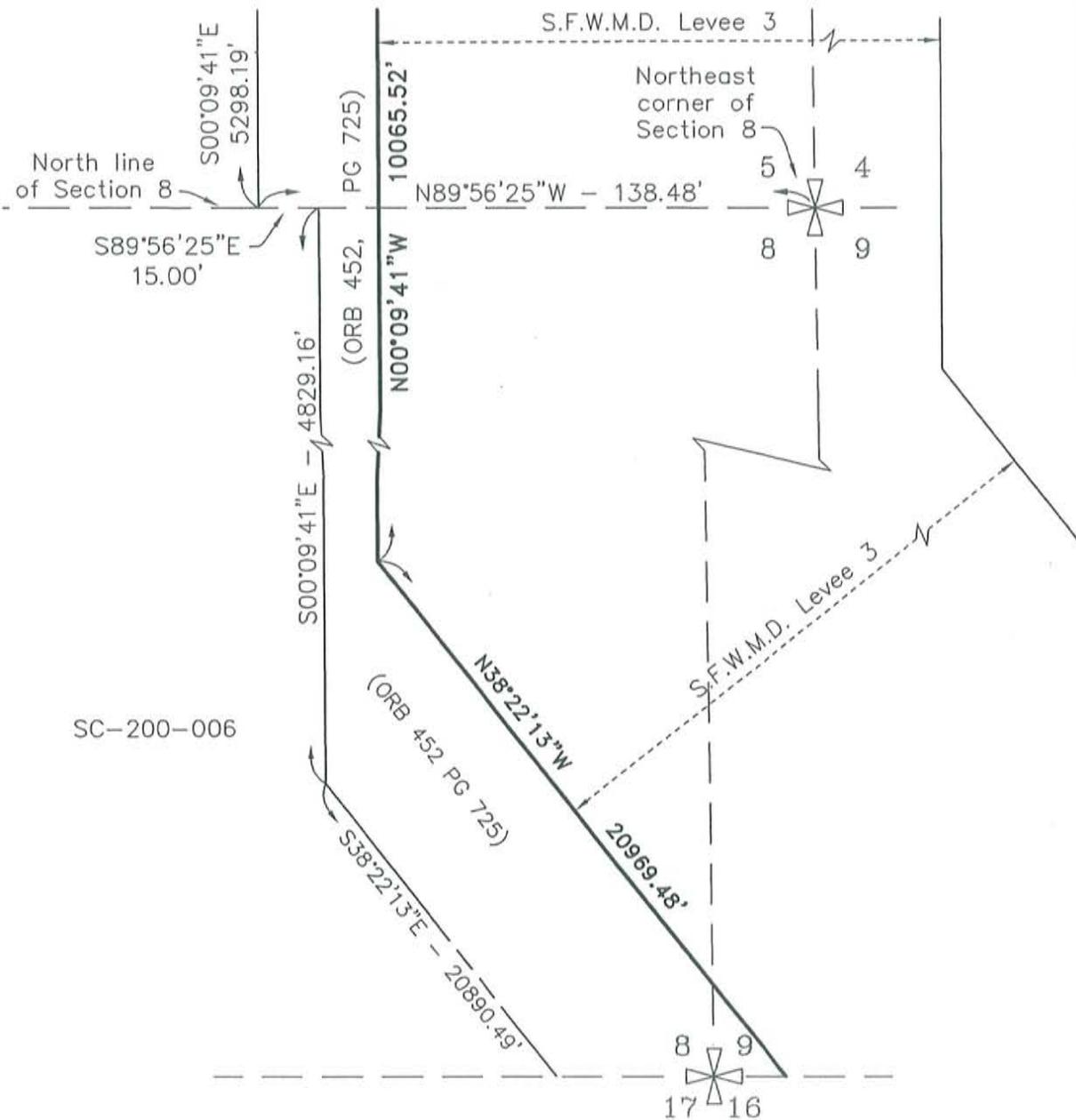
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4100
 CORPORATE OFFICE: TALLAHASSEE OFFICE
 PO BOX 1469 - 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 386-1066 (850) 536-8455

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

| | | |
|--------------------|--------------------|--------------------------------------|
| Scale: AS NOTED | Date: 10/2009 | File & Drawing No.: 08-1050-05-06 |
| Drawn By: JHY | Checked: A.C.A. | Sheet: 15 OF 19 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

CONTINUED ON SHEET 8



CONTINUED ON SHEET 17

SC-200-006

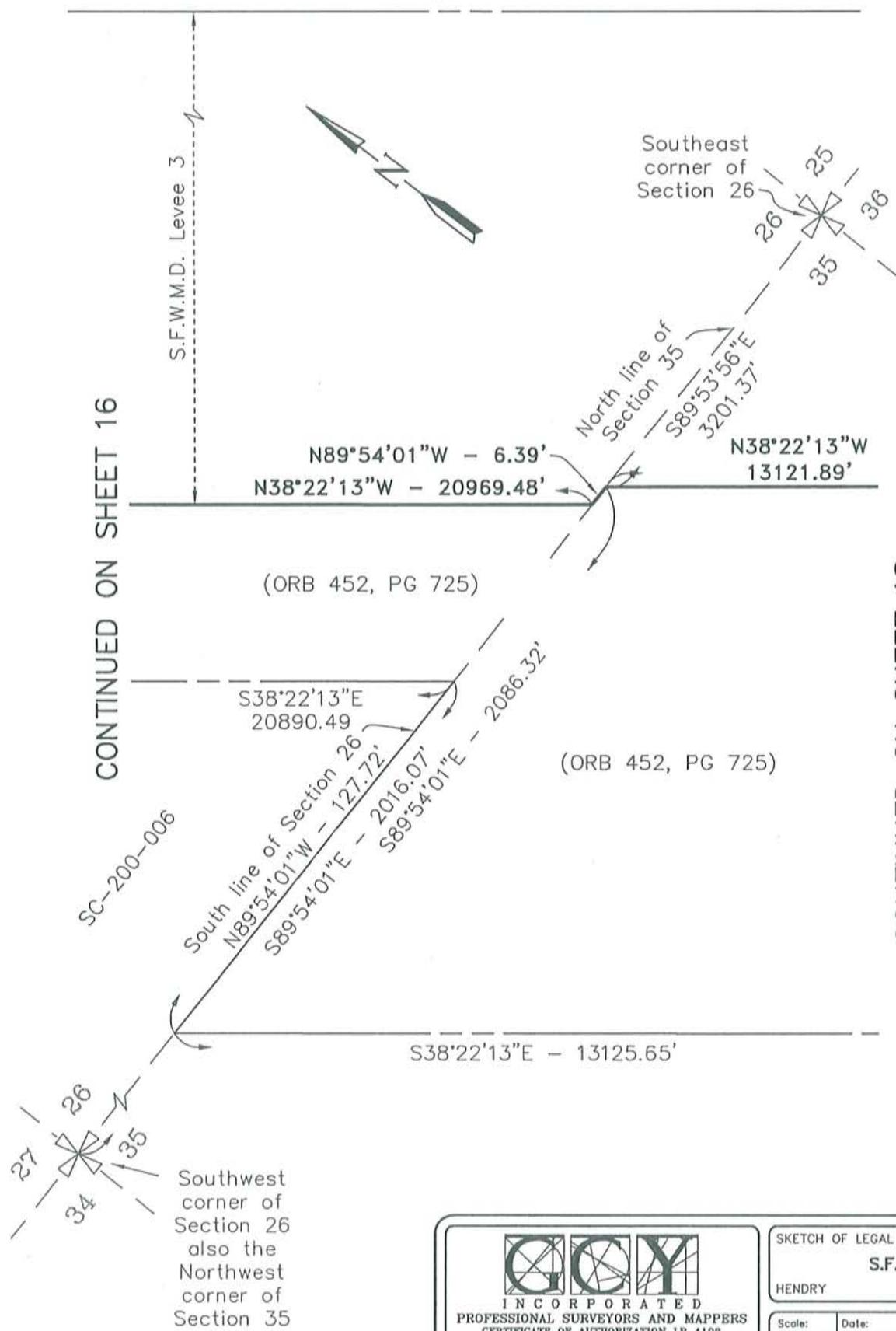

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
PALM CITY, FL 34901 TALLAHASSEE, FL 32303
(800) 386-1066 (850) 536-8455

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

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

| |
|---------------------|
| File & Drawing No.: |
| 08-1050-05-06 |
| Sheet |
| 16 of 19 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

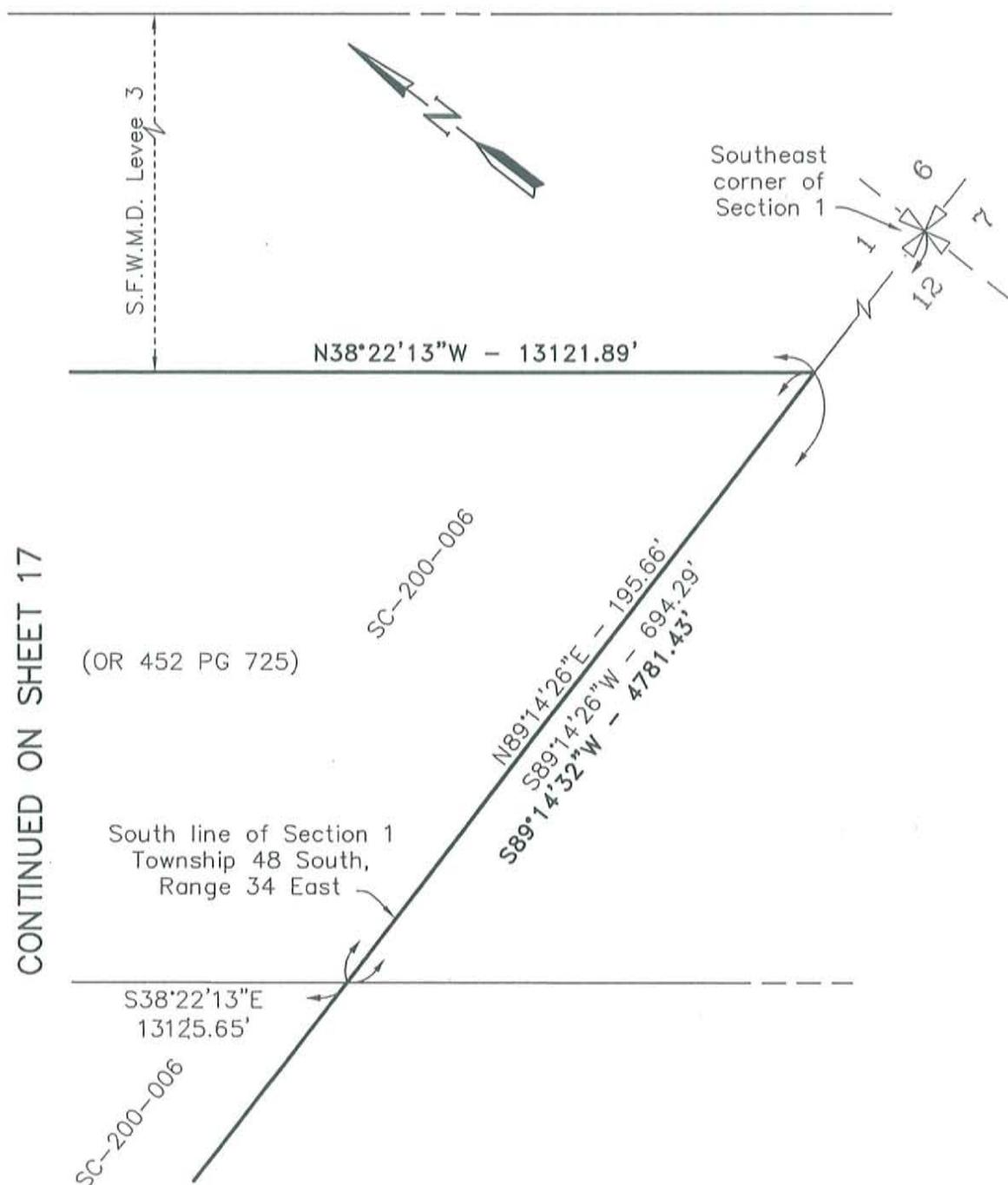



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1489 - 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34991 TALLAHASSEE, FL 32303
 (800) 306-1066 (850) 536-8455

| | |
|----------------------------------|----------|
| SKETCH OF LEGAL DESCRIPTION FOR: | |
| S.F.W.M.D. | |
| HENDRY | FLORIDA |
| Scale: | Date: |
| AS NOTED | 10/2009 |
| Drawn By: | Checked: |
| JHY | A.C.A. |
| File & Drawing No.: | |
| 08-1050-05-06 | |
| Sheet | |
| 17 of 19 | |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=40')



CONTINUED ON SHEET 17

(OR 452 PG 725)

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

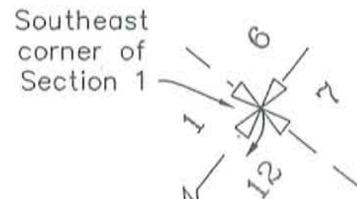
S38°22'13"E
13125.65'

N38°22'13"W - 13121.89'

SC-200-006

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

SC-200-006



Southeast corner of Section 1



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE TALLAHASSEE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMUNWELTH LANE
PALM CITY, FL 34991 TALLAHASSEE, FL 32303
(800) 366-1066 (850) 536-8455

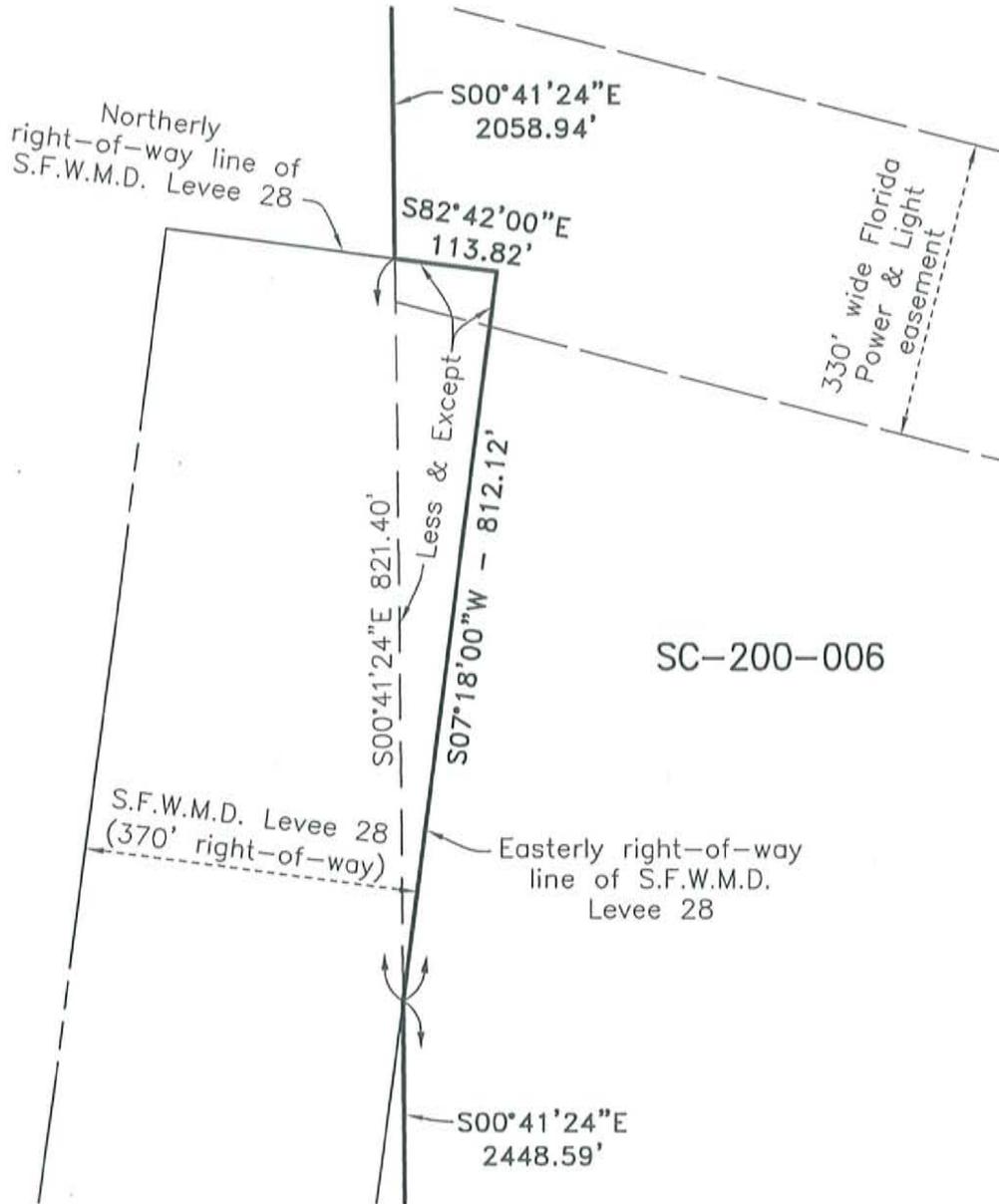
SKETCH OF LEGAL DESCRIPTION FOR:
S.F.W.M.D.
HENDRY FLORIDA

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

| |
|---------------------|
| File & Drawing No.: |
| 08-1050-05-06 |
| Sheet |
| 18 of 19 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

(Intended Display Scale: 1"=200')



SC-200-006

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



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1460 • 1505 SW MARTIN HWY. PALM CITY, FL 34991 (800) 366-1066
TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION FOR:

S.F.W.M.D.

HENDRY

FLORIDA

Scale: AS NOTED

Date: 10/2009

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

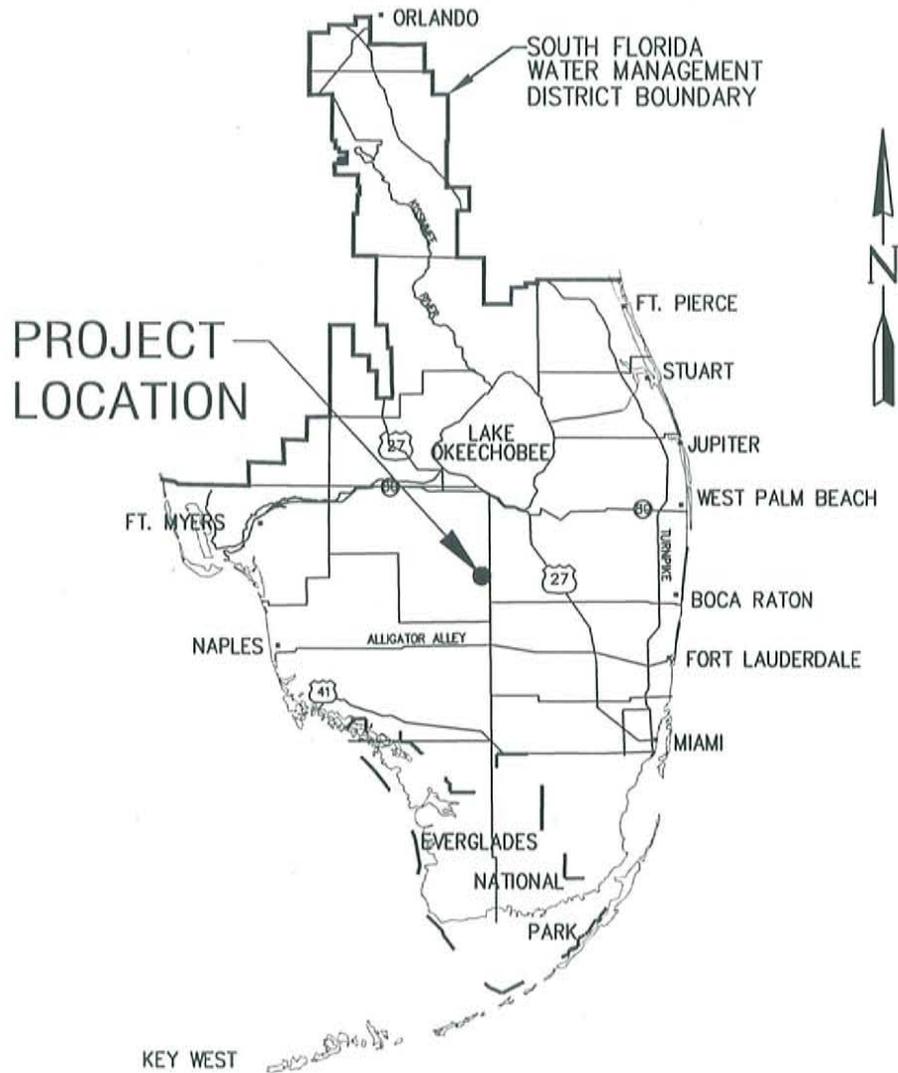
Drawn By: JHY

Checked: A.C.A.

Sheet: 19 OF 19

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

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



VICINITY MAP
NOT TO SCALE



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
 CORPORATE OFFICE TALLAHASSEE OFFICE
 PO BOX 1469 • 1505 SW MARTIN HWY. 1990 COMMONWEALTH LANE
 PALM CITY, FL 34901 TALLAHASSEE, FL 32303
 (800) 386-1088 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION
S.F.W.M.D.
 HENDRY COUNTY, FLORIDA

| | |
|-----------|----------|
| Scale: | Date: |
| N/A | 09/2009 |
| Drawn By: | Checked: |
| M.F.M. | A.C.A. |

| |
|---------------------|
| File & Drawing No.: |
| 08-1050-05 |
| Sheet |
| 1 of 3 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

Legal Description

Parcel F0100-001

The following described lands in Hendry County, Florida:

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

Surveyor's Notes

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

Certification

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

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

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

12-11-2009
Date of Signature

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

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |



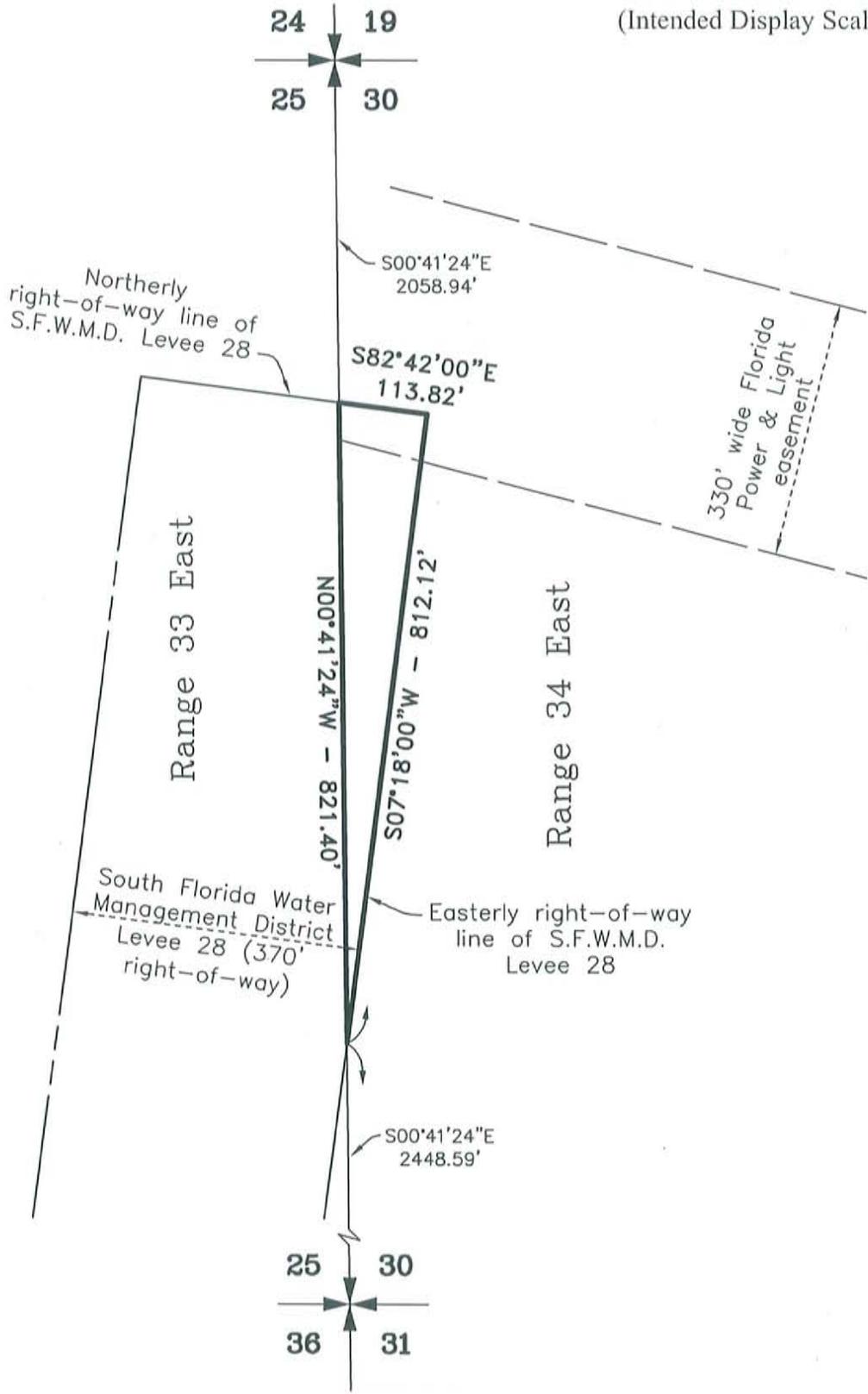
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE: PO BOX 1469 • 1505 SW MARTIN HWY. PALM CITY, FL 34901 (800) 398-1066
 TALLAHASSEE OFFICE: 1990 COMMONWEALTH LANE TALLAHASSEE, FL 32303 (850) 536-8455

SKETCH OF LEGAL DESCRIPTION
S.F.W.M.D.
 HENDRY COUNTY, FLORIDA

| | | |
|---------------------|--------------------|-----------------------------------|
| Scale: N/A | Date: 09/2009 | File & Drawing No.: 08-1050-05 |
| Drawn By: M.F.M. | Checked: A.C.A. | Sheet: 2 OF 3 |

(Intended Display Scale: 1"=200')



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

SKETCH OF LEGAL DESCRIPTION
S.F.W.M.D.
 HENDRY COUNTY, FLORIDA

| | | |
|---------------------|--------------------|-----------------------------------|
| Scale: 1"=200' | Date: 09/2009 | File & Drawing No.: 08-1050-05 |
| Drawn By: M.F.M. | Checked: A.C.A. | Sheet 3 OF 3 |

| NO. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
| | | | |

EXHIBIT A-1

DESCRIPTION OF 24 ACRES (APPROXIMATE)

[SEE ATTACHED]

EXHIBIT 6.c

TRANSFER OF GOVERNMENTAL APPROVALS

[SEE ATTACHED]

EXHIBIT 6.c
TRANSFER OF GOVERNMENTAL APPROVALS

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

40E-1.607 Permit Application Processing Fees.

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

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

TABLE 40E-1.607(1)

PERMIT APPLICATION PROCESSING FEES FOR
WATER USE PERMIT APPLICATIONS

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

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

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

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

TABLE 40E-1.607(3)(a)

PERMIT APPLICATION PROCESSING FEES FOR
ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS

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

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

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

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

\$450

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

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

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

- | | |
|--|-----|
| (a) Modification of existing permits to reflect property ownership changes where no new works or modifications to an existing surface water management system is requested. | \$0 |
| (b) Permit transfer pursuant to Rules 40E-1.6107 and 40E-4.351, F.A.C. <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 manager

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

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

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

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

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

WATER USE

40E-2.351 Transfer of Permits.

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

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

ENVIRONMENTAL RESOURCE & SURFACE WATER MANAGEMENT

40E-4.351 Transfer of Permits.

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

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

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

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

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

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

RIGHT-OF-WAY OCCUPANCY

40E-6.351 Transfer of Permits.

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

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

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

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

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

(d) The adjoining land use has not changed.

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

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

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

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

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

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

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

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

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

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

LAKE OKEECHOBEE WORKS OF THE DISTRICT

40E-61.351 Transfer.

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

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

EAA BASIN WORKS OF THE DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

BMP RESEARCH MASTER PERMIT

40E-63.312 Transfer of Master Permit.

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

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

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

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

C-139 BASIN WORKS OF THE DISTRICT

40E-63.432 Permit Modifications, Transfers and Renewals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40E-63.436 Permit Application Processing Fees.

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

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

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

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

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

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

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

*REQUEST FOR TRANSFER OF
RIGHT OF WAY OCCUPANCY PERMIT*

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

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

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

Rule 40E-6.351 Transfer of Permits.

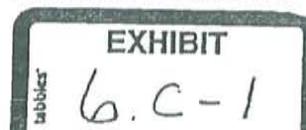
- (1) As the District has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of a Right of Way Occupancy Permit, its terms and conditions to prospective purchasers.
- (2) Right of Way Occupancy Permit shall be transferred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

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

Applicant's Name (*Print*)

Applicant's Signature

Date





Form 0779
05/92

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

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

APPLICATION FOR A WORKS OF THE DISTRICT PERMIT

PART I. GENERAL INFORMATION

GUIDANCE

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

TYPE OF PERMIT APPLICATION

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

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

EARLY BASELINE OPTION

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

RELEVANT SECTIONS AND NUMBER OF COPIES

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

SIGNATURE AND FEE

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

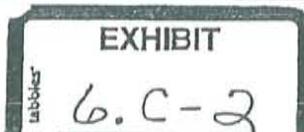
PRE-APPLICATION MEETINGS

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

(Continued on page 2)

FOR DISTRICT USE ONLY

Application Number _____ Fee Paid _____ Receipt Number _____





PART I. GENERAL INFORMATION (continued)

GOVERNING BOARD ACTIONS

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

OTHER PERMITS FROM THIS DISTRICT

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

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

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

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



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

SECTION 1. STRUCTURE INFORMATION AND CERTIFICATION

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

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

Type or print owner name

Type or print lessee name

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

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

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

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

Type or print name and title

Type or print name and title

Signature _____

Signature _____

Date _____

Date _____



SECTION 2. PARCEL INFORMATION AND CERTIFICATION*

Participating owners/lessees

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

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

CERTIFICATION

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

Type or print owner name

Type or print lessee name

Signature of owner of parcel/farm (If not the owner, certify below)

Signature of lessee of parcel/ farm (if applicable) (If not the lessee, certify below)

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

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

Type or print name and title

Type or print name and title

Signature

Signature

Date

Date

(* see bottom of page 5)



NEW PARTICIPANT CHANGE IN CONTROLLED ACREAGE

SECTION 3. GENERAL INFORMATION

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

Please check that the following items are attached:

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

(This section is intentionally left blank for providing additional information.)

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

Please check if supplying extra sheets about:

- Parcel information and certification
- Meetings
- Other information about:



SECTION 4. TECHNICAL INFORMATION

Please check that the following items are attached:

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



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

SECTION 1. GENERAL INFORMATION AND CERTIFICATION

| | |
|-----------------------------------|--|
| 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.

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

(* see bottom of page 5)

NEW PARTICIPANT CHANGE IN CONTROLLED ACREAGE



SECTION 4. TECHNICAL INFORMATION

Please check that the following items are attached:

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



PART I. GENERAL INFORMATION

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

GOVERNING BOARD ACTIONS

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

SECTION 1. PERMIT INFORMATION

TYPE OF PERMIT APPLICATION

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

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

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

OTHER PERMITS FROM THIS DISTRICT

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

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

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

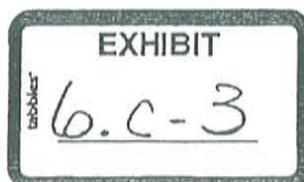
Application/Permit Numbers: _____

SECTION 2. APPLICANT INFORMATION

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

FOR DISTRICT USE ONLY

Application Number _____ Fee Code _____ Fee Paid _____ Receipt Number _____





SECTION 3. DRAINAGE INFORMATION

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

| Farm Name | Discharge Type | Acreage Drained | Farm Name | Discharge Type | Acreage Drained |
|-----------|----------------|-----------------|-----------|----------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

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

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

SECTION 5. CERTIFICATION BY APPLICANT (RESPONSIBLE ENTITY)

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

Type or print name and title

Signature of applicant

Company Name

Date



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

New Participant

Change in Controlled Acreage

SECTION 1. OWNER/LESSEE INFORMATION

Owner of Parcel/Farm

Lessee of Parcel/Farm

Name and Title

Name and Title

Company Name

Company Name

Address

Address

City, state, zip

City, state, zip

Telephone

Fax

Telephone

Fax

e-mail

e-mail

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

Name of Parcel/Farm

Land Use

*Tax Assessor's parcel identification number

Acres

Township

Range

Section(s)

County

| | | | | |
|-------|-------|-----------------------|-------|-------|
| _____ | _____ | _____ S _____ E _____ | _____ | _____ |
| _____ | _____ | _____ S _____ E _____ | _____ | _____ |
| _____ | _____ | _____ S _____ E _____ | _____ | _____ |
| _____ | _____ | _____ S _____ E _____ | _____ | _____ |
| _____ | _____ | _____ S _____ E _____ | _____ | _____ |
| _____ | _____ | _____ S _____ E _____ | _____ | _____ |

Total Acreage _____

**Please use additional sheets if necessary*

SECTION 3. CERTIFICATE OF PARTICIPATION

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

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

Type or print owner name and title

Type or print lessee name and title

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

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

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

Date

Signature of authorized agent (if applicable)



PART III. REQUEST FOR C-139 BASIN PERMIT TRANSFER

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

SECTION 1. PERMITTEE SECTION

Existing Permit
Number: _____

It is requested that the Permit identified above be transferred:

| | | | |
|-------------|------------------|-----------|------------------|
| FROM | Name and Title | TO | Name and Title |
| | Company Name | | Company Name |
| | Address | | Address |
| | Address | | Address |
| | City, state, zip | | City, state, zip |
| | Telephone () | | Telephone () |

The reason for this permit transfer:

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

Type or print name and title

Signature of permittee

Date

SECTION 2. TRANSFEREE SECTION (Entity receiving the permit)

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

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

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

Type or print owner name and title

Type or print lessee name and title

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

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

Date

Telephone

Date

Telephone

Address

Address



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

LEVEL I and LEVEL II BMP IMPLEMENTATION – 15 POINTS REQUIRED

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

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



Form 1045
Jan 2002

| PART IV. C-139 BASIN BMP PLAN (Shaded cells indicate a BMP not applicable for a specific land use.) | | | | | | | |
|---|--------|--------------|---------|-----|-----|--------|-------|
| LEVEL III BMP IMPLEMENTATION – 25 POINTS REQUIRED (Level II BMPs and 10 additional points) | | | | | | | |
| BMP | POINTS | SAND CANE | PASTURE | VEG | SOD | CITRUS | OTHER |
| NUTRIENT CONTROL PRACTICES | | | | | | | |
| Nutrient Application Control* | 2½ | | | | | | |
| Nutrient Spill Prevention* | 2½ | | | | | | |
| Manage Successive Vegetable Planting | 2½ | | | | | | |
| Plant Tissue Analysis | 2½ | | | | | | |
| Plant Tissue Analysis Citrus Only | 5 | | | | | | |
| Soil Testing* | 5 | | | | | | |
| Split Nutrient Application | 5 | | | | | | |
| Slow Release P Fertilizer | 5 | | | | | | |
| Reduce P Fertilization | 5 | | | | | | |
| No Nutrients Imported via Direct Land Application | 15 | | | | | | |
| No Nutrients Imported Indirectly through Cattle Feed | 15 | | | | | | |
| Nutrient Management Plan for Pasture (Level III) | 25 | | | | | | |
| PARTICULATE MATTER AND SEDIMENT CONTROLS | | | | | | | |
| Any 2 | 2½ | | | | | | |
| Any 4 | 5 | | | | | | |
| Any 6 | 10 | | | | | | |
| Any 8 | 15 | | | | | | |
| WATER MANAGEMENT PRACTICES | | | | | | | |
| Water Detention ½ inch | 5 | | | | | | |
| 1 inch | 10 | | | | | | |
| Improvements to Water Management System Infrastructure to Further Increase Water Quality Treatment | 5 | | | | | | |
| Reduced Flow through Water Table Management | 5 | | | | | | |
| Approved & Operational Surface Water Reservoir (5.2.1) | 10 | | | | | | |
| Approved & Operational Surface Water Reservoir (6.2) | 10 | | | | | | |
| Approved & Operational Surface Water Reservoir (6.3) | 15 | | | | | | |
| Temporary Holding Pond (40E-400, F A C) | 15 | | | | | | |
| No Direct Discharge | 15 | | | | | | |
| PASTURE MANAGEMENT | | | | | | | |
| Restricted Placement of Feeders to Reduce "Hot Spots" | 2½ | | | | | | |
| Restricted Placement of Cowpens to Reduce "Hot Spots" | 2½ | | | | | | |
| Restricted Placement of Feed and Water to Reduce "Hot Spots" | 2½ | | | | | | |
| Provide Shade Structures away from Drainage | 2½ | | | | | | |
| Low Cattle Density (1 head/2 acres) | 5 | | | | | | |
| Reduced P in Feed (20% min) | 5 | | | | | | |
| Restrict Cattle through Fencing of Canals | 10 | | | | | | |
| Totals - Level III (25 Points) | | | | | | | |

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



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

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



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

PROPOSED BMP DESCRIPTION AND IMPLEMENTATION

- Change in operational practices Change in procedures

ANTICIPATED EFFECTS ON PHOSPHOROUS LOADS AND BASIS

DESCRIPTION OF DOCUMENTATION AND RECORDS OF IMPLEMENTATION

- Work Orders Maps
 Receipts Visual Inspection
 Logs Testing Records Photographs
 Manufacturer Specifications Consultant Recommendations Other (explain below)

TRAINING REQUIREMENTS/PROGRAM DESCRIPTION



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 | | |

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

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

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Regulation

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

FROM: Name _____
Address _____
City _____ State _____ ZIP _____
Project Name _____
Permitted Acreage _____

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

Enclosed are the following documents:

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

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

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

Print Name of New Permittee

Authorized Signature

Title

Telephone Number

Date

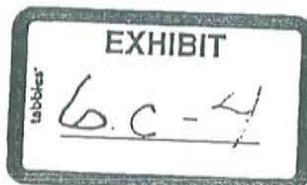


EXHIBIT 7.a.x

GENERAL ESCROW AGREEMENT

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

RECITALS

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

B. The Closing has occurred on the date hereof.

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

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

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

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

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

1. **GENERAL ESCROW.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **DISPUTE RESOLUTION PROCEDURES.**

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

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

(b) Mediation.

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

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

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

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

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

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

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

7. **NOTICES**

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

If to Escrow Agent: _____

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

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

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

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

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

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

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

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

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

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

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

DONE AND AGREED this _____ day of * _____ *, 2010.

ESCROW AGENT

* _____ *

By: _____

Name: _____

Title: _____

SELLER:

* _____ *

By: _____

Name: _____

Title: _____

[BUYER'S SIGNATURE BLOCK ON FOLLOWING PAGE]

BUYER:

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A to EXHIBIT 7.a.x

SIGHT DRAFT

[*DATE*]

To: Issuing Bank

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

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

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

[INSERT NAME OF ESCROW AGENT]

By: _____
Name: _____
Title: _____
Dated: * _____

EXHIBIT 7.a.xiv

LEGAL OPINION

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

[INSERT DATE]

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

ATTN: Carol Wehle, Executive Director

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

GUNSTER, YOAKLEY & STEWART, P.A.

By: _____

SCHEDULE I to Exhibit 7.a.xiv

AUTHORITY DOCUMENTS

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

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

EXHIBIT 9

DEED

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

STATUTORY WARRANTY DEED

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

GRANTOR:

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

Signature of Witness

By: _____

Printed Name of Witness

Name: _____

Signature of Witness

Title: _____

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF * _____ *

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

Notary Public

My Commission Expires:

Printed Name of Notary Public

Exhibit A to Exhibit 9

(Legal Description)

[To be attached at Closing]

EXHIBIT 10.a
OWNER'S AFFIDAVIT

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

STATE OF FLORIDA
COUNTY OF _____

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

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

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

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

By: _____
Name: _____
Title: _____

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

Notary Public

My Commission Expires:

Printed Name of Notary Public

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

[To be attached at Closing]

Exhibit B to EXHIBIT 10.a

[List of Tenants]

[To be attached at Closing]

EXHIBIT 10.c.iv

GENERAL LETTER OF CREDIT

Irrevocable
Standby Letter of Credit No.:

Date Issued:

Beneficiary:

Applicant:

Amount:

Expiry Date:

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

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

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

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

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

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

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

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

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

Signing Officer

Authorized Signing Officer

EXHIBIT 11.a.viii

ASSIGNMENT AND ASSUMPTION OF TENANT LEASES

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

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

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

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

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

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

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

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

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

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

Witnessed by:

Witness: _____

Witness _____

Witness: _____

Witness _____

Witness: _____

Witness _____

ASSIGNOR:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

By: _____

Name: _____

As its: _____

Date of Execution _____

SBG FARMS, INC., a Florida corporation

By: _____

Name: _____

As its: _____

Date of Execution _____

SOUTHERN GARDENS GROVES
CORPORATION, a Delaware corporation

By: _____

Name: _____

As its: _____

Date of Execution _____

ASSIGNEE:

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

By: _____

Name: _____

As Its: _____

Date of Execution _____

Witness: _____

Witness _____

Exhibit "A" to Exhibit 11.a.viii

TENANT LEASES

[To be attached at Closing]

EXHIBIT 11.a.x
ASSIGNMENT AND ASSUMPTION OF CONTRACT

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

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

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

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

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

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title and interest in and to the Assumed Contract from and after the date hereof, but only to the extent that the same pertains to the L-8 Property (the "Assignment Date").

2. Assignee hereby assumes the Assumed Contract and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Assumed Contract accruing and arising on or after the Assignment Date, but only to the extent that the same pertains to the L-8 Property (the "Assumed Obligations").

3. Assignor agrees to continue to perform the Assumed Obligations to the extent that the Lease remains in effect with respect to the L-8 Property through the initial expiration date of the Assumed Contract. Upon the initial expiration date of the Assumed Contract and to the extent that the Lease is still in effect, Assignor agrees to reasonably negotiate with Hugh Branch as and to the extent provided in the Assumed Contract to extend the term thereof under (but not to exceed) Assignor's leasehold interest under the Lease.

4. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in

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

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

[TEXT AND SIGNATURES FOLLOW]

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

Witnessed by:

Witness: _____

Witness _____

ASSIGNOR:

SBG FARMS, INC., a Florida corporation

By: _____

Name: _____

As its: _____

Date of Execution _____

ASSIGNEE:

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

Witness: _____

Witness _____

By: _____

Name: _____

As Its: _____

Date of Execution _____

Exhibit "A" to Exhibit 11.a.x

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

EXHIBIT 11.a.xiii

ACCESS EASEMENT FOR RAILROAD CROSSINGS

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

ACCESS EASEMENT FOR RAILROAD CROSSINGS

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

3. **Maintenance of Railroad Crossings.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES FOLLOW]

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

GRANTOR:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

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

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

[SIGNATURE OF DISTRICT FOLLOWS]

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

GRANTEE:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

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

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

[EXHIBITS FOLLOW]

EXHIBIT A to Exhibit 11.a.xiii

RAILROAD PROPERTY

[To be attached at Closing]

EXHIBIT B to Exhibit 11.a.xiii

PROPERTY

[To be attached at Closing]

EXHIBIT 11.a.xv

ACCESS EASEMENT

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

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

ACCESS EASEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

2. **Maintenance of Roads.**

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

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

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

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

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

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

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

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

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

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

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

modification, termination or rescission shall only be required to be executed by District and the particular owner which owns the portion of the Easement Area to which such instrument is applicable.

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

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

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

[SIGNATURES FOLLOW]

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

OWNER:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of UNITED STATES SUGAR CORPORATION, a Delaware corporation, who is personally known or ___ who has produced _____ as identification.

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

[SIGNATURE OF DISTRICT FOLLOWS]

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

DISTRICT:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

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

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

[EXHIBITS FOLLOW]

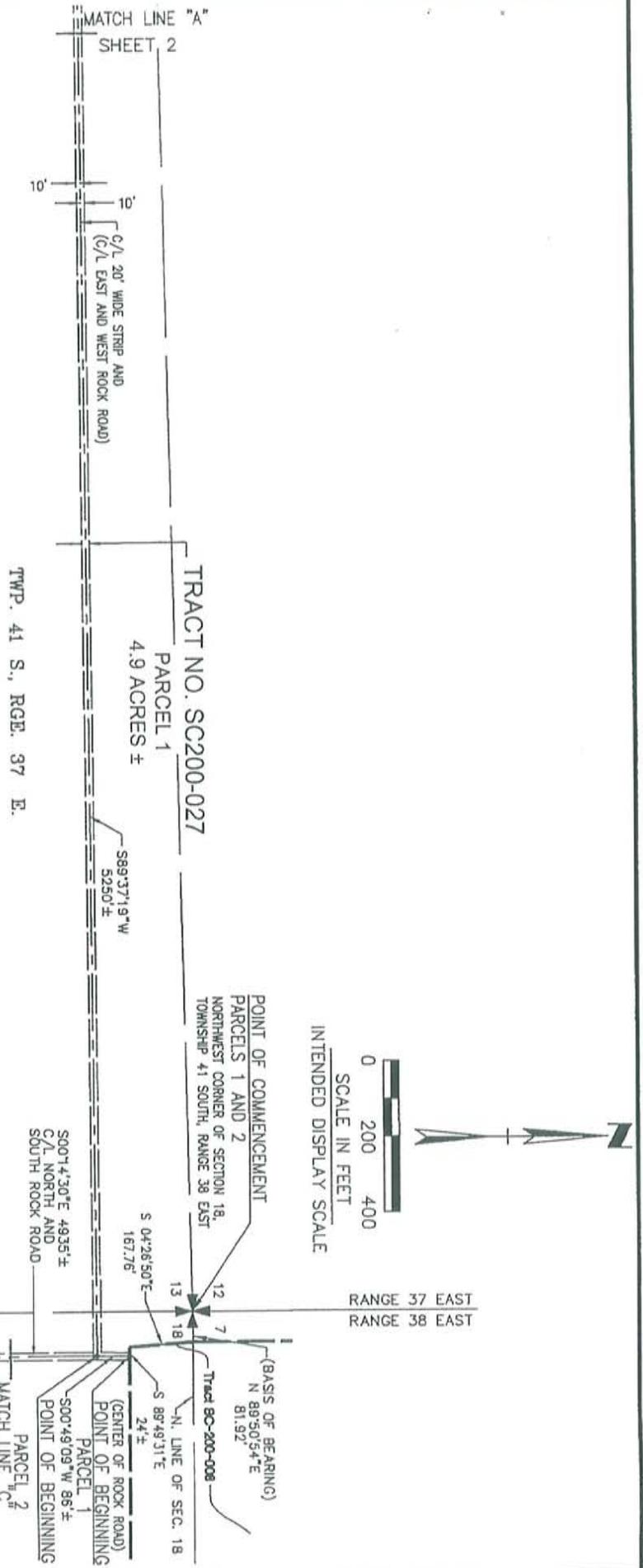
EXHIBIT A

LEGAL DESCRIPTION OF L-8 PROPERTY

[To be attached at Closing]

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA



- NOTES:
1. THE BEARINGS ARE BASED ON A BEARING OF NORTH 89°50'54" EAST ALONG THE NORTH LINE OF SECTION 18, TOWNSHIP 41 SOUTH, RANGE 38 EAST.
 2. THIS SKETCH OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. THE SKETCH IS TO ACCOMPANY A DESCRIPTION AND DOES NOT REPRESENT A SURVEY OF THE LAND SHOWN HEREON.

I HEREBY CERTIFY that this description and sketch was made under my responsible charge and meets the applicable MINIMUM TECHNICAL STANDARDS FOR A DESCRIPTION/SKETCH as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 5J-17, FLORIDA ADMINISTRATIVE CODE, pursuant to SECTION 472.027 FLORIDA STATE STATUTES.

Date of Signature: 06-MAY-10

Signature: *Howard J. Ehmk II*

HOWARD J. EHMK II
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4191

LEGEND

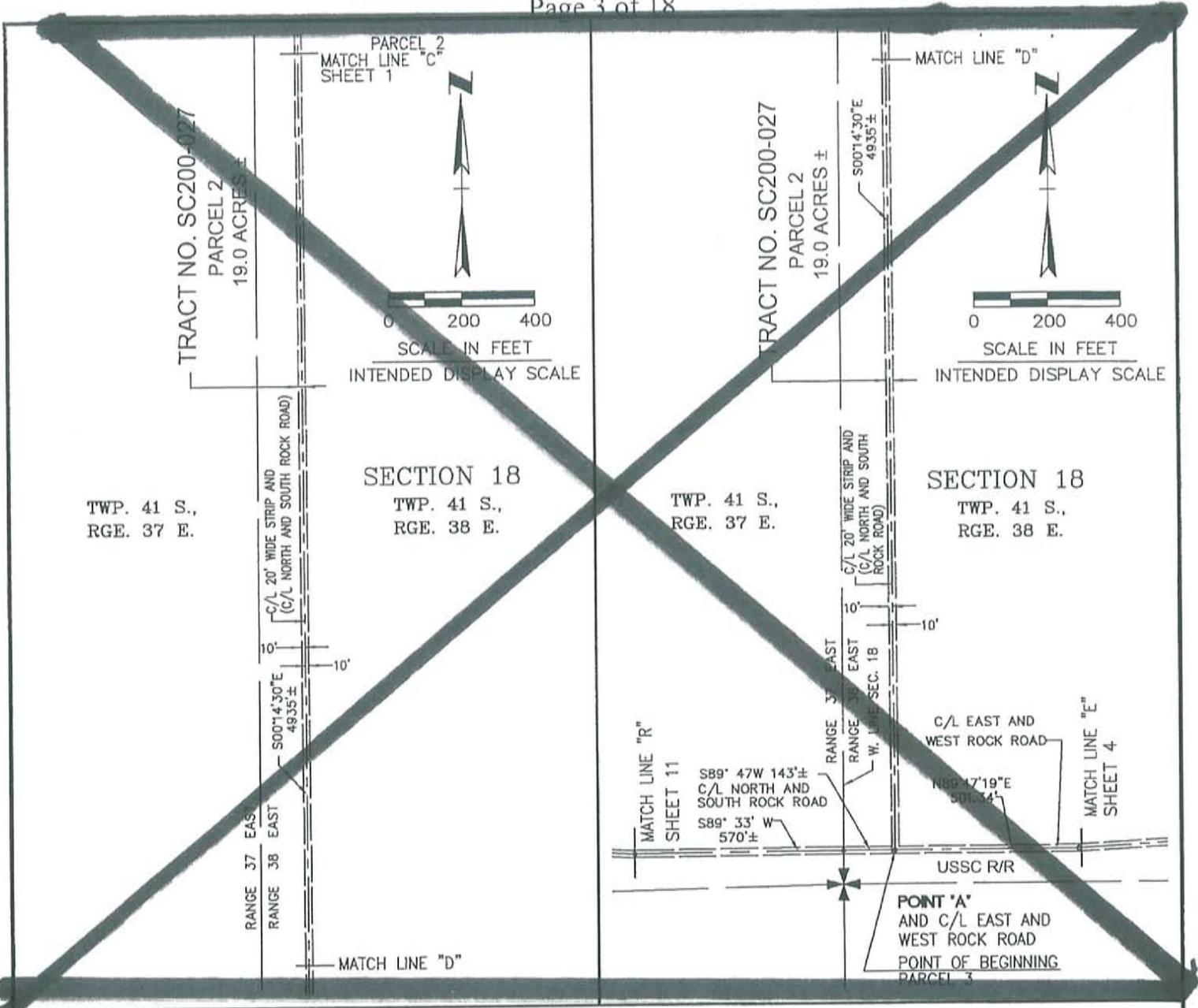
- C/L = CENTERLINE
- PROJ. = PROJECT
- RGE. = RANGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- USSC = UNITED STATES SUGAR CORPORATION
- R/R = RAILROAD.
- ✠ = SECTION CORNER

TOWNSHIP 41 SOUTH, RANGE 37 EAST
AND
TOWNSHIP 41 SOUTH, RANGE 38 EAST
SECTION 18
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT-SURVEY SECTION
3801 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027
PARCELS 1 AND 2

| | | | |
|--------------|----------------|----------------|---------|
| Folio: | River of Grass | | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 1 of 18 |



TWP. 41 S.,
RGE. 37 E.

SECTION 18

TWP. 41 S.,
RGE. 38 E.

TWP. 41 S.,
RGE. 37 E.

SECTION 18

TWP. 41 S.,
RGE. 38 E.

SECTION 18
TOWNSHIP 41 SOUTH
RANGE 38 EAST
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

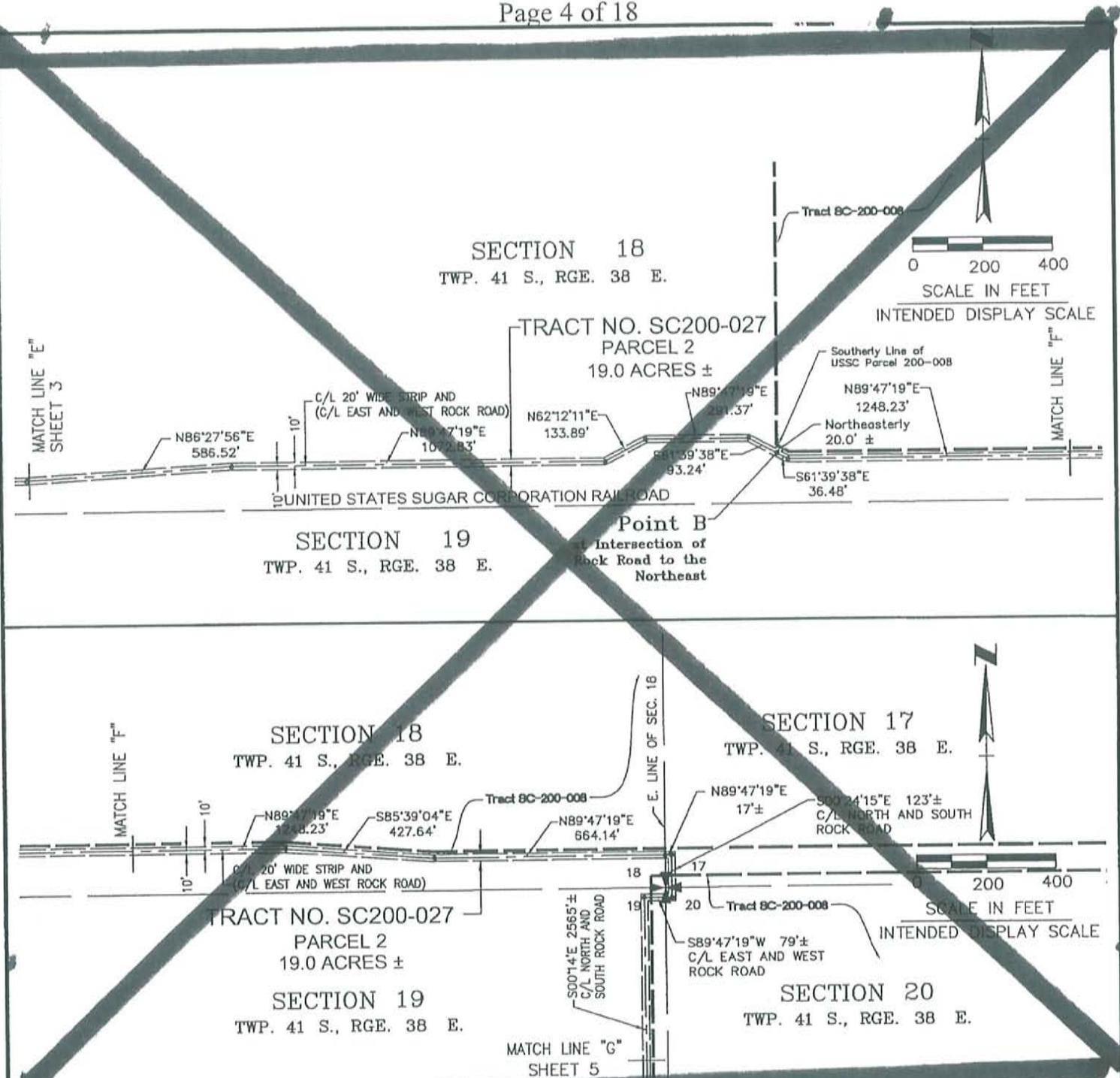
TRACT NO. SC200-027

PARCEL 2

| | | | |
|--------------|-----------|----------------|---------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 3 of 18 |

NOTE:

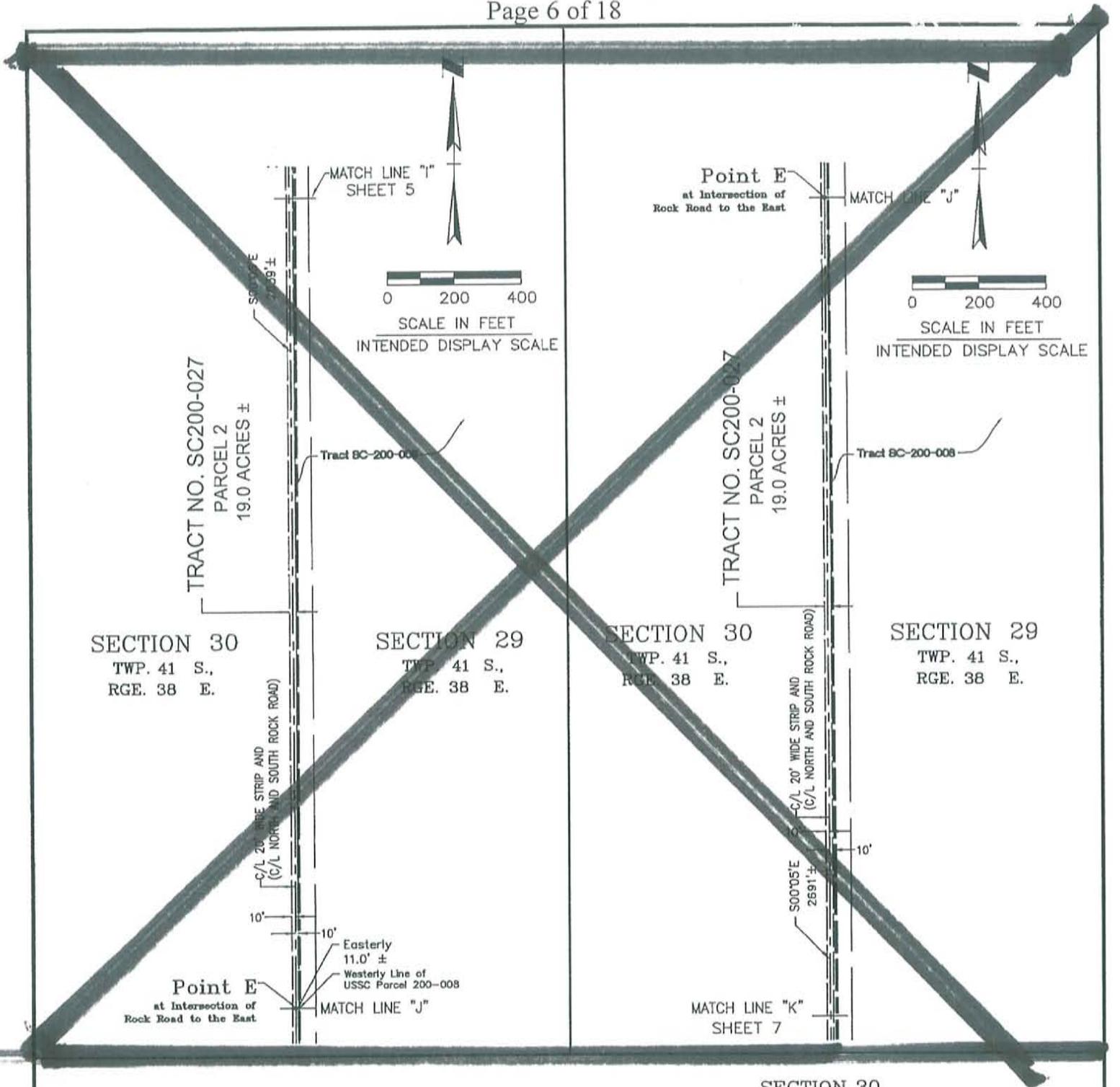
SEE SHEET 1 FOR NOTES



SECTIONS 17, 18, 19 & 20
TOWNSHIP 41 SOUTH
RANGE 38 EAST
PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|---------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 4 of 18 |

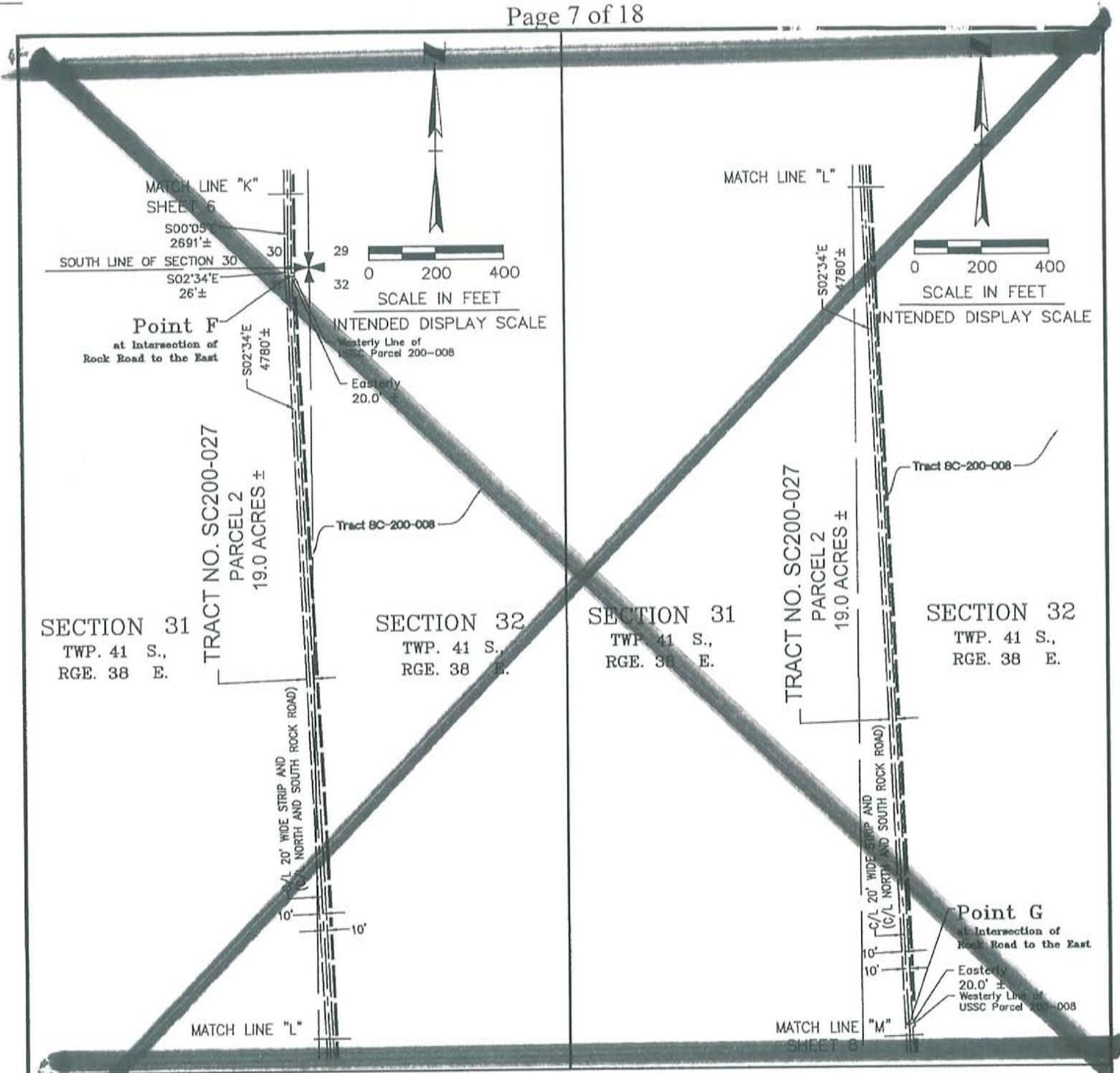
NOTE:
SEE SHEET 1 FOR NOTES



SECTION 30
TOWNSHIP 41 SOUTH
RANGE 38 EAST
PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|---------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 6 of 18 |

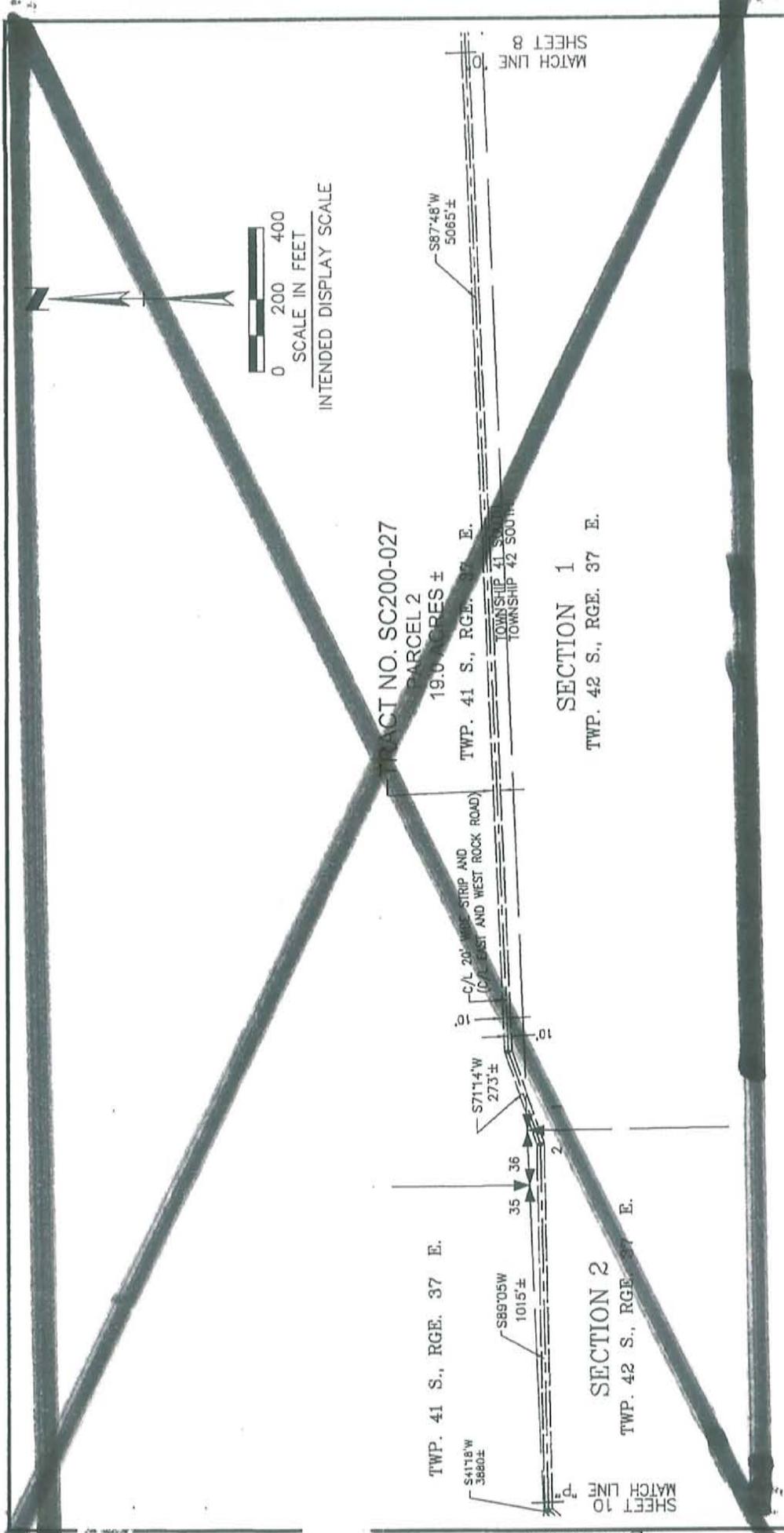
NOTE:
SEE SHEET 1 FOR NOTES



SECTIONS 30, 31, & 32
TOWNSHIP 41 SOUTH
RANGE 38 EAST
PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|---------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 7 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES



SECTIONS 1 AND 2
TOWNSHIP 42 SOUTH
RANGE 37 EAST
PALM BEACH COUNTY, FLORIDA.

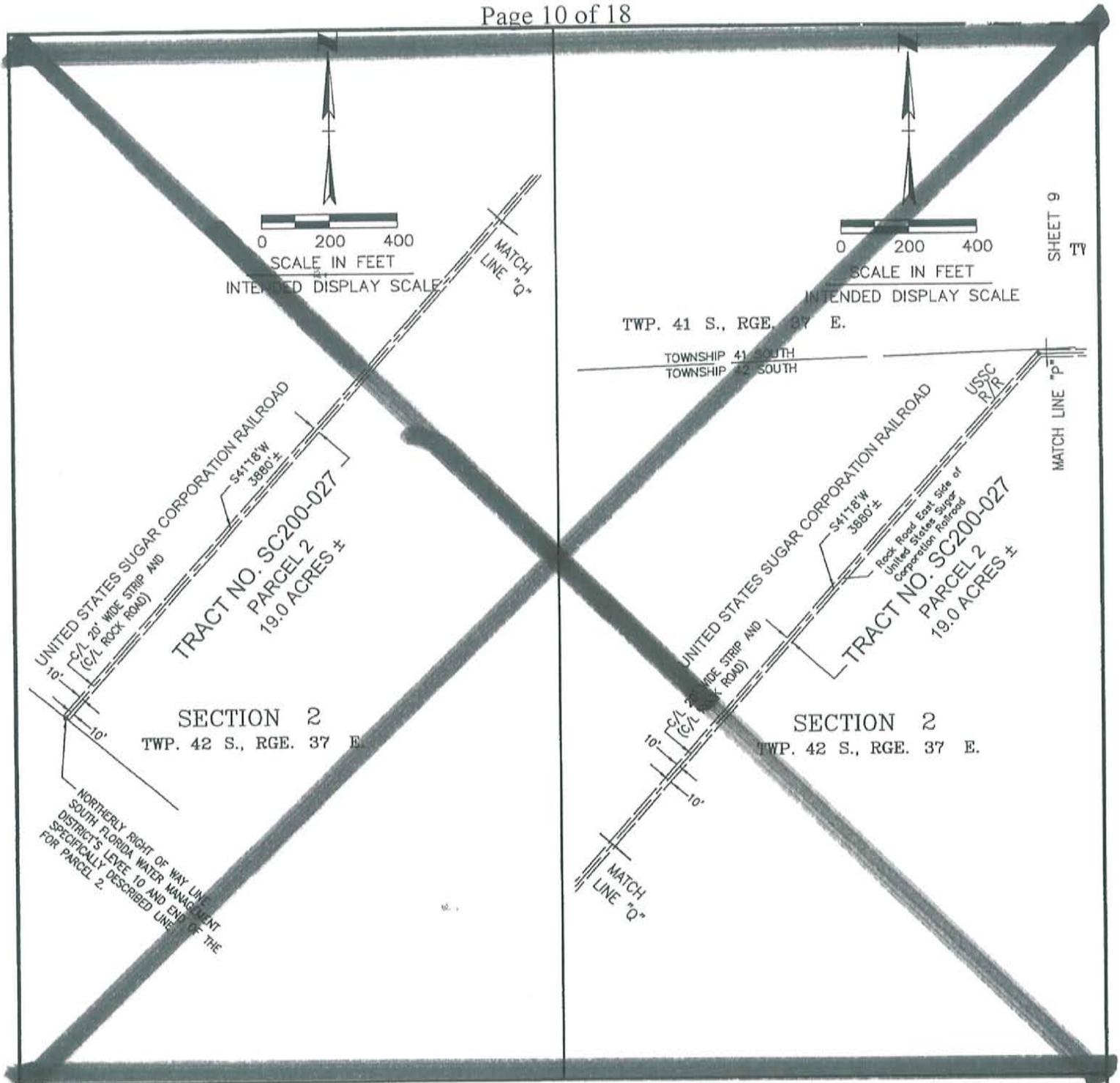
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROADCOPY
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

| | |
|--------------|----------------|
| Folio: | River of Grass |
| Prepared By: | Document Name: |
| CMH | SC200-027 |
| Date: | Sheet: |
| 28APR2010 | 9 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES



SHEET 9
TV

TWP. 41 S., RGE. 37 E.

TOWNSHIP 41 SOUTH
TOWNSHIP 42 SOUTH

SECTION 2
TWP. 42 S., RGE. 37 E.

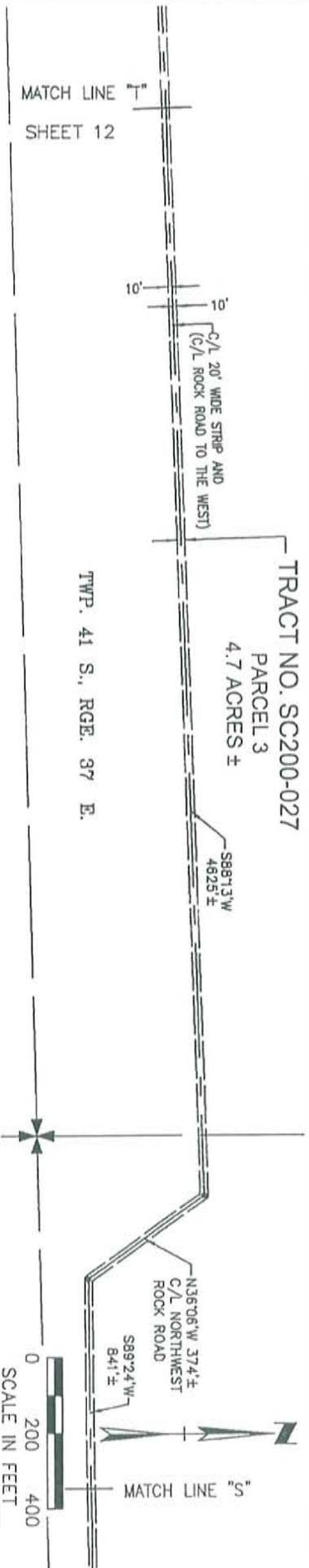
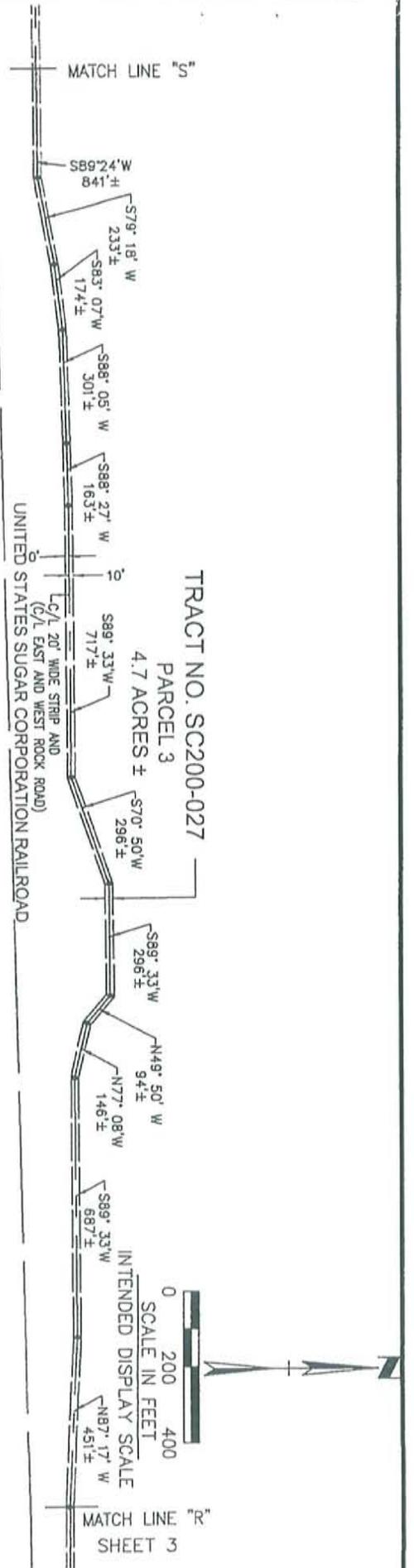
SECTION 2
TWP. 42 S., RGE. 37 E.

NORTHERLY RIGHT OF WAY LINE
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT'S LEVEL 10 AND END OF THE
SPECIFICALLY DESCRIBED LINE
FOR PARCEL 2.

SECTION 2
TOWNSHIP 42 SOUTH
RANGE 37 EAST
PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 10 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES

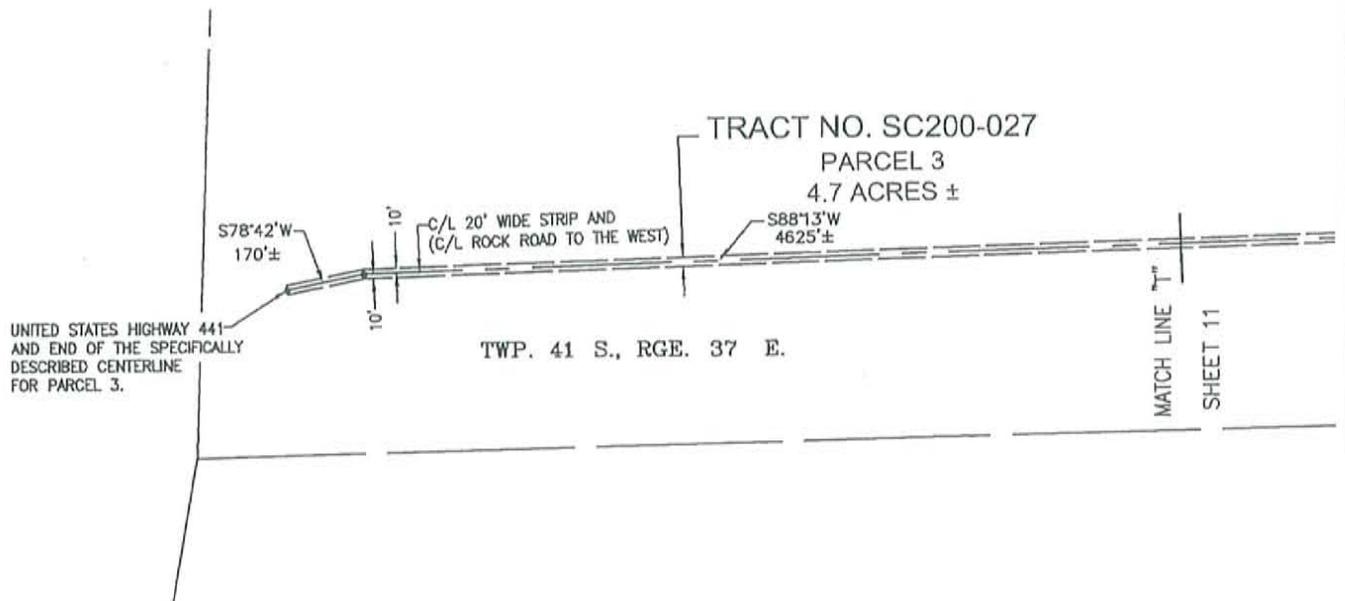
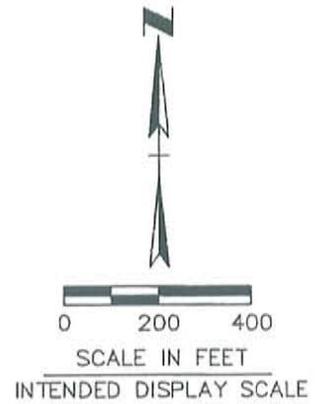


TOWNSHIP 41 SOUTH
RANGE 37 EAST
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

| | |
|---------------------|----------------|
| TRACT NO. SC200-027 | |
| PARCEL 3 | |
| Folio: | River of Gross |
| Prepared By: | Document Name: |
| CMH | SC200-027 |
| Date: | Sheet: |
| 28APR2010 | 11 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES



TOWNSHIP 41 SOUTH
RANGE 37 EAST
PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 3 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 12 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES

Exhibit "A"
Tract Number SC200-027

Three (3) parcels of land in Township 41 South, Range 37 East and Sections 17, 18, 19, 20, 29, 30, 31 and 32 , Township 41 South, Range 38 East and in Sections 1 and 2 Township 42 South, Range 37 East, Palm Beach County, Florida.

Parcel 1

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04 °26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road and the Point of Beginning of said strip of land;
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of 86 feet more or less to the center line of an East and West rock road;
 Thence, South 89° 37'19" West, along the centerline of said East and West rock road, a distance of, 5250 feet more or less to the centerline of a North and South rock road;
 Thence North 02°31'58" West, along the centerline of said North and South rock road, a distance of, 42 feet more or less to the intersection of the centerline of a rock road leading to the West;
 Thence South 89°43'53" West, along the centerline of said rock road, a distance of, 5350 feet more or less to United States Highway 441 and the end of the specifically described centerline.

Parcel 2

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04 °26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road;
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of, 86 feet more or less to the center line of an East and West dirt road and the Point of Beginning of said strip of land;

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 13 of 18 |

Thence, South 00°14'30" East, continuing along the centerline of a North and South rock road a distance of, 4935 feet more or less to **Point "A"** and the centerline of an East and West rock road on the North side of the United States Sugar Corporation Railroad;

Thence, North 89°47'19" East along said centerline of the East and West rock road, a distance of, 501.34 feet;

Thence, North 86°27'56" East, continuing along said centerline, a distance of, 586.52 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1072.83 feet;

Thence, North 62°12'11" East, continuing along said centerline, a distance of, 133.89 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 291.37 feet;

Thence, South 61°39'38" East, continuing along said centerline, a distance of, 93.24 feet to **Point "B"** and the intersection of a rock road to the Northeast;

Thence, continue, South 61°39'38" East, and continuing along said East and West rock road centerline, a distance of, 36.48 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1248.23 feet;

Thence, South 85°39'04" East, continuing along said centerline, a distance of, 427.64 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 664.14 feet to the East line of said Section 18;

Thence, continue North 89°47'19" East, along said centerline, a distance of, 17 feet more or less to the centerline of a North and South rock road;

Thence, South 00°24'15" East, along the centerline of said North and South rock road a distance of, 123 feet more or less to the centerline of an East and West rock road;

Thence, South 89°47'19" West, along the centerline of said East and West rock road, a distance of, 79 feet more or less to the centerline of a North and South rock road;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 2565 feet more or less to **Point "C"** and the intersection of a rock road to the East;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 70.4 feet more or less;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2568 feet more or less to **Point "D"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2639 feet more or less to **Point "E"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2691 feet more or less to the South line of Section 30, Township 41 South, Range 38 East;

Thence, South 2°34' East, continuing along the centerline of said North and South rock road, a distance of, 26 feet more or less to **Point "F"** and the intersection of a rock road to the East;

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 14 of 18 |

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 4780 feet more or less to **Point "G"** and the intersection of a rock road to the East;

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 367.85 feet more or less;

Thence, South 32° 05' West, continuing along said rock road a distance of, 77 feet more or less to **Point "H"** and the centerline of a rock road to the Northeast and the centerline of an East and West rock road, on the North side of a canal;

Thence, South 89°52' West, along said East and West rock road a distance of, 5174 feet more or less;

Thence, South 87°48' West, continuing along said rock road a distance of, 5065 feet more or less;

Thence, South 71°14' West, continuing along said rock road a distance of, 273 feet more or less;

Thence, South 89°05' West, continuing along said rock road a distance of, 1015 feet more or less to a rock road on the East side of the United States Sugar Corporation Railroad;

Thence, South 41°18 West, continuing along said rock road on the East side of the United States Sugar Corporation Railroad, a distance of, 3880 feet more or less to the Northerly right of way line of South Florida Water Management District's Levee 10 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "B"** as described above;

Thence, Northeasterly along said center of the rock road, a distance of 20 feet more or less to the Southerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "C"** as described above;

Thence, Easterly along said center of the rock road, a distance of 16 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 LAND ACQUISITION DEPARTMENT
 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

| | | | |
|--------------|-----------|----------------|----------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 15 of 18 |

And,

A 20 foot strip of land being described as follows:

Begin at **Point "D"** as described above;

Thence, Easterly along said center of the rock road, a distance of 17 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "E"** as described above;

Thence, Easterly along said center of the rock road, a distance of 11 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "F"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "G"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Easterly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "H"** as described above;

Thence, North 67° East, along said center of the rock road, a distance of 67 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 LAND ACQUISITION DEPARTMENT
 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

| | | | |
|--------------|-----------|----------------|----------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 16 of 18 |

Parcel 3

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Begin at **Point "A"** as described in Parcel 2 above;

Thence, South 89° 47' West, along the centerline of an East and West rock road on the North side of the United States Sugar Corporation Railroad, a distance of, 143 feet more or less to the West line of said Section 18, Township 41 south, Range 38 East, Palm Beach County, Florida;

Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 570 feet more or less;

Thence, North 87° 17' West, continuing along said centerline of rock road, a distance of, 451 feet more or less;

Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 687 feet more or less;

Thence, North 77° 08' West, continuing along said centerline of rock road, a distance of, 146 feet more or less;

Thence, North 49° 50' West, continuing along said centerline of rock road, a distance of, 94 feet more or less;

Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 296 feet more or less;

Thence, South 70° 50' West, continuing along said centerline of rock road, a distance of, 296 feet more or less;

Thence, South 89° 33' West, continuing along said centerline of rock road, a distance of, 717 feet more or less;

Thence, South 88° 27' West, continuing along said centerline of rock road, a distance of, 163 feet more or less;

Thence, South 88° 05' West, continuing along said centerline of rock road, a distance of, 301 feet more or less;

Thence, South 83° 07' West, continuing along said centerline of rock road, a distance of, 174 feet more or less;

Thence, South 79° 18' West, continuing along said centerline of rock road, a distance of, 233 feet more or less;

Thence, South 89° 24' West, continuing along said centerline of rock road, a distance of, 841 feet more or less to the centerline of a Northwest rock road;

Thence, North 36° 06' West, along the centerline of the Northwest rock road, a distance of, 374 feet more or less to the centerline of a rock road to the West;

Thence, South 88° 13' West, along said rock road, a distance of 4625 feet more or less;

Thence, South 78° 42' West, continuing along said rock road, a distance of, 170 feet more or less to United States Highway 441 and the end of the specifically described centerline.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

| | | | |
|--------------|-----------|----------------|----------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 17 of 18 |

The above described parcels of land contain:

Parcel 1 4.9 acres more or less
 Parcel 2 19.0 acres more or less
 Parcel 3 4.7 acres more or less for a
 Total of 28.6 acres more or less.

The bearings in the above described parcels of land are based on a bearing of North 89°50'54" East along the North line of Section 18, Township 41 South, Range 38 East.

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 18 of 18 |

EXHIBIT 11.a.xvi

ACCESS AND DRAINAGE EASEMENT

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

RESERVATION OF ACCESS AND DRAINAGE EASEMENT

THIS RESERVATION OF ACCESS AND DRAINAGE EASEMENT is reserved and granted as of this ____ day of _____, 2010, by **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, whose mailing address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440 ("Owner").

WITNESSETH THAT:

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

B. Owner is the owner of certain real property, lying and being in Palm Beach County, Florida located (i) immediately adjacent to the westerly boundary of the L-8 Property ("Westerly Retained Property"); and (ii) southeasterly of the L-8 Property ("Southerly Retained Property") (the Westerly Retained Property and Southerly Retained Property shall be collectively referred to herein as the "Retained Property").

C. Owner is the owner of that certain railroad system located within the perimeter boundaries of the L-8 Property, as more particularly described on **Exhibit B** attached hereto and made a part hereof ("L-8 Railroad System").

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

D. As part of the terms of such conveyance, Owner is reserving this Easement (as defined herein), subject to the terms and conditions contained herein.

Now, for and in consideration of the conveyance of the L-8 Property to the District and payment by the District of the consideration therefor, the receipt and sufficiency of which is hereby acknowledged, Owner hereby reserves the following easements with respect to the L-8 Property:

1. **Reservation of Access Easement.** Owner hereby reserves a non-exclusive, perpetual access easement solely for the purposes of vehicular ingress and egress on, over and across the certain real property, lying and being in Palm Beach County, Florida and more particularly described **Exhibit C** attached hereto and made a part hereof (the "**Access Easement Area**" or the "**Road**") for access to and from the Westerly Retained Property and the Southerly Retained Property (the "**Access Easement**"). The right of access reserved by Owner hereunder shall be available for use by Owner, its affiliates and their respective employees, representatives and agents and shall not be available for use by the general public. District shall have the ability, from time to time, to gate (provided that reasonable access is provided to Owner, its affiliates and their respective employees, representatives and agents, such as keys, etc.) and/or temporarily close all or any portion of the Road for such time(s) as may be reasonably necessary in connection with the protection of property and/or the preservation of life.

2. **Reservation of Drainage Easement.** Owner hereby reserves a non-exclusive, perpetual easement on, over, through and across the certain real property, lying and being in Palm Beach County, Florida and more particularly described **Exhibit D** attached hereto and made a part hereof (the "**Drainage Easement Area**") for drainage of water from the L-8 Railroad System onto and through the Drainage Easement Area (the "**Drainage Easement**") (the Access Easement Area and Drainage Easement Area are collectively referred to herein as the "**Easement Area**" and the Access Easement and Drainage Easement are collectively referred to herein as the "**Easement**").

3. **Maintenance of Drainage Structures.** Owner, at its sole cost and expense, shall operate, construct, install, maintain, repair and replace any drainage, discharge, water control and water management areas, ditches, swales, culverts, structures and facilities within the Drainage Easement Area that are (a) owned by Owner as of the date prior to the conveyance of the L-8 Property from Owner to District; and/or (b) constructed by Owner after the date of the conveyance of the L-8 Property from Owner to District (collectively, the "**Owner's Drainage Facilities**"). Owner shall maintain the Owner's Drainage Facilities in their original condition as of the date of this Easement, subject to reasonable wear and tear. District shall maintain, repair and replace any drainage, discharge, water control and water management areas, ditches, swales, culverts, structures and facilities within the Drainage Easement Area that are (i) owned by District as of the date prior to the conveyance of the L-8 Property from Owner to District, if any; and/or (ii) constructed by District after the date of the conveyance of the L-8 Property from Owner to District (collectively, the "**District's Drainage Facilities**"). District shall maintain the District's Drainage Facilities in their original condition as of the date of this Easement, subject to reasonable wear and tear.

4. **Maintenance of Road.** District hereby agrees that it shall, at its sole cost and expense, maintain the Road in good order and repair and in the condition existing as of the date hereof (it being understood that in no event shall District have any obligation hereunder to pave or light the Road). Notwithstanding the foregoing, in the event that Owner uses the Road for hauling sugar cane using tractor trailers, then Owner shall be responsible to maintain the Road, at its sole cost and expense, for the duration of any and all periods of hauling cane, which shall include the obligation of Owner to restore the Road to the condition existing prior to the date of commencement of such sugar cane hauling traffic.

5. **Relocation of Road.** District, after consultation with and approval by Owner, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time to relocate all or any portion of the Road so long as Owner continues to have reasonably equivalent access between the Westerly Retained Property and Southerly Retained Property, as applicable (which may include access over a publicly dedicated road). All costs attributable to any such relocation of the Road desired by District shall be at the sole cost and expense of the District. Upon any relocation by District of all or any portion of the Road, the Access Easement Area shall be amended to release the existing Road and describe the relocated Road (or the Access Easement shall be automatically terminated to the extent the relocation is to a publicly dedicated road).

6. **Relocation of Drainage Easement Area and Drainage Facilities.** District, after consultation with and approval by Owner, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time to relocate all or any portion of the Drainage Easement Area and the Drainage Facilities therein so long as Owner continues to have reasonably equivalent drainage of water from the L-8 Railroad System onto and through the relocated Drainage Easement Area. All costs attributable to any such relocation of the Drainage Easement Area and Drainage Facilities desired by District shall be at the sole cost and expense of the District. Upon any relocation by District of all or any portion of the Drainage Easement Area, the Drainage Easement Area shall be amended to release the existing Drainage Easement Area and describe the relocated Drainage Easement Area.

7. **No Interference.** The District shall not install any facilities or improvements or grant any other rights or easements to others that will unreasonably interfere with the rights herein reserved by Owner.

8. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed. Nothing contained in this Easement shall be deemed to limit, restrict or waive any common law drainage rights that Owner may have with respect to the natural attenuation of water.

9. **Liability.** Owner shall be liable for any bodily injury and/or property damage that arises or occurs from Owner's and its affiliates' and their respective employees', agents' and representatives' use of the Easement Area.

10. **Permits and Approvals.** Owner shall obtain all federal, state, local and other governmental approvals and permits necessary for the use, maintenance and operation of the Owner's Drainage Facilities, including, without limitation, any applicable District permits, including, but not limited to the District's Right of Way Permits and Consumptive Use Permits (collectively, the "Permits") and shall comply with and maintain such Permits. Within five (5) business days of written demand by District to Owner, Owner shall provide and/or make available to District copies of any such Permits specifically requested by District in such written demand. Owner acknowledges that there is no guarantee that Owner will receive any permits, but District agrees to reasonably cooperate, at no cost or expense to District, in District's capacity as the owner of the Drainage Easement Area and not in its regulatory capacity, to obtain

such Permits, which shall include executing any such applications, as may be necessary, as the owner of the Drainage Easement Area.

11. **Compliance with Laws, Rules, Regulation and Restrictions.** Owner shall comply with, and be the responsible entity for remedying any violations caused by Owner, of all applicable federal, state, and local laws, ordinances, rules and regulations, now or hereinafter enacted, including those of the District, and any private restrictions existing as of the date of this Easement, with respect to the Owner's Drainage Facilities. The District has no duty to ensure such compliance. All rules and regulations pertaining to the Owner's Drainage Facilities remain in full force and effect.

12. **Insurance.**

a. Owner shall procure and maintain at Owner's sole cost and expense the following types of insurance:

(i) Worker's Compensation Insurance: District acknowledges and agrees that, in lieu of providing Worker's Compensation Insurance, Owner self-insures for such matters and Owner shall not be obligated to provide any evidence of insurance with respect thereto; provided that Owner shall be obligated to satisfy all Worker's Compensation requirements under Florida law and shall provide proof of such compliance annually to District. The Worker's Compensation Insurance policy required by this Easement shall also include Employer's Liability.

(ii) Liability Insurance: Comprehensive General Liability Insurance relating to the Easement Area and the Owner's Drainage Facilities, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the use of the Easement Area. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability. The limits of comprehensive general liability insurance shall in no way limit or diminish the Owner's liability under Section 8 hereof and (B) Umbrella liability insurance containing minimum limits of Fifty Million and No/100 Dollars (\$50,000,000.00) which shall include the Easement Area and coverage shall which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability.

(iii) Business Automobile Liability Insurance: Business Automobile Liability Insurance which shall have minimum limits of \$5,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a maximum deductible or self-insured retention of \$1,000,000. This shall include owned, hired, non-owned and employee non-ownership coverage.

b. Proof of Insurance: Owner shall provide District with insurance certificates for all insurance required pursuant to this Easement as proof of insurance prior to the date of this Easement and each year, upon renewal, thereafter. Upon request, Owner shall

provide District with complete copies of the policies. Owner shall, upon request by District, have its insurance agent provide certified copies of all insurance coverage required by this Easement. Such copies shall be provided within ten (10) days of request or, with respect to any renewal or replacement policies, as soon as such policies are available from the applicable insurer. All insurance required under this Easement shall be written by a financially sound company with a rating of "A VIII" or better with AM Best or a "A" or better with S&P and shall name the District as loss payee and/or as additional insured as their interests may appear (with the exception of Workers Compensation coverage). Said policies (other than worker's compensation) shall contain a waiver of subrogation in favor of the District.

c. Notice of Insurance Cancellation: Owner shall notify District at least thirty (30) days prior to cancellation or modification of any insurance required by this Easement. Insurance required under Section 12(a)(ii) and (iii) above shall contain a provision that it may not be cancelled until thirty (30) days after written notice to District (with the exception of ten (10) days notice for non-payment of premium). In the event Owner fails to obtain and keep any insurance required hereunder in full force and effect, District may at its option obtain such policies and Owner shall pay to District the premiums therefore, together with interest at the maximum rate allowed by law, upon demand.

d. Subcontractor Insurance: It shall be the responsibility of the Owner to ensure that all subcontractors are adequately insured, including, but not limited to, Workers Compensation coverage.

e. Self-Insurance. Notwithstanding anything in this Section 12 to the contrary, so long as United States Sugar Corporation is the owner of the Retained Property, it may elect to post a letter of credit in the amount of \$1,000,000 pursuant to the requirements set forth in Paragraph 33(B)(2) of the Lease Agreement dated _____ between Owner and District (the "Deductible LC"), which shall be accompanied by an escrow agreement reasonably acceptable to Owner and District, but conformed to the provisions of this Section 12, then, with respect to liability insurance under Section 12(a)(ii) above, Owner shall have the right to maintain a deductible or self-insured retention in the amount of \$1,000,000.

13. **Binding Effect.**

a. Drainage Easement. The Drainage Easement reserved herein shall be appurtenant to the L-8 Railroad System as the dominant tenement, and shall burden the Drainage Easement Area, as the servient tenement, as it is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein with respect to the Drainage Easement Area shall be covenants running with the Drainage Easement Area and create equitable servitudes in favor of the L-8 Railroad System benefited thereby. The Drainage Easement reserved herein and all of the provisions related thereto shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns.

b. Access Easement. (i) The Access Easement reserved herein and all of the provisions related thereto (x) are personal to the United States Sugar Corporation and do not inure to the benefit of the Retained Property or any successors of the United States Sugar Corporation; and (y) are not assignable by the United States Sugar Corporation; and (ii) the

United States Sugar Corporation may not allow anyone other than the United States Sugar Corporation and its affiliates and their respective employees, representatives and agents to use the Access Easement Area.

14. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Owner (or, solely with respect to the Drainage Easement, any successor owner of the Retained Property) and the District (or any successor owner of the Easement Area), and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Palm Beach County, Florida; provided, however, that if there are multiple owners of the Easement Area as a result of transfers of portions of the Easement Area from and after the date of this Easement by the District to other parties, then, in order to be effective, an amendment, modification, termination or rescission shall only be required to be executed by Owner (or, solely with respect to the Drainage Easement, any successor owner of the Retained Property) and the particular owner which owns the portion of the Easement Area to which such instrument is applicable.

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

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

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

[SIGNATURES FOLLOW]

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

OWNER:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of UNITED STATES SUGAR CORPORATION, a Delaware corporation, who is personally known or ___ who has produced _____ as identification.

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

[SIGNATURE OF DISTRICT FOLLOWS]

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

DISTRICT:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

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

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

[EXHIBITS FOLLOW]

EXHIBIT A to EXHIBIT 11.a.xvi

LEGAL DESCRIPTION OF L-8 PROPERTY

[To be attached at Closing]

EXHIBIT B to EXHIBIT 11.a.xvi

LEGAL DESCRIPTION OF L-8 RAILROAD SYSTEM

That portion of United States Sugar Corporation's Railroad Corridor as described in Official Record Book 23180, Page 854 of the Public Records of Palm Beach County, Florida that is within the South Florida Water Management District's acquisition parcel SC-200-008, also known as the L-8 Parcel beginning at Station 2495+29.24 of said Railroad Corridor as shown on page 906 of said Record Book 23180 and ending at Station 2823+60.41 as shown on page 910 of said Record Book 23180.

EXHIBIT C to EXHIBIT 11.a.xvi

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

INGRESS-EGRESS EASEMENT IN L-8 PARCEL SC-200-008

A 30 foot wide ingress and egress easement whose centerline is described as being the centerline of an existing rock road as follows:

Commencing approximately 500 feet north and approximately 150 feet east of the southwest corner of Section 32, Township 41 South, Range 38 East, Palm Beach County, Florida more specifically the centerline intersection of an existing north-south rock road with an existing rock road that runs east from this intersection, proceed easterly along the centerline of said east running rock road about 15 feet to intersect the SFWMD "200-008 LINE" for the **POINT OF BEGINNING**.

From said **POINT OF BEGINNING**, running east and following along said existing rock road which lies north of an east-west canal, go about 300 feet then east-southeasterly about 700 feet to where you are near the south line of said Section 32 still being north of said canal; Thence continue easterly following the east-west rock road through Sections 32, 33, 34, 35, and 36, Township 41 South, Range 38 East and being near the south line of said Sections until you intersect the United States Sugar Corporation Railroad Corridor as recorded in Official Record Book 23180, page 854, of the Public Records of Palm Beach County, Florida for the **POINT OF TERMINUS**.

UNITED STATES SUGAR CORPORATION INGRESS-EGRESS EASEMENT

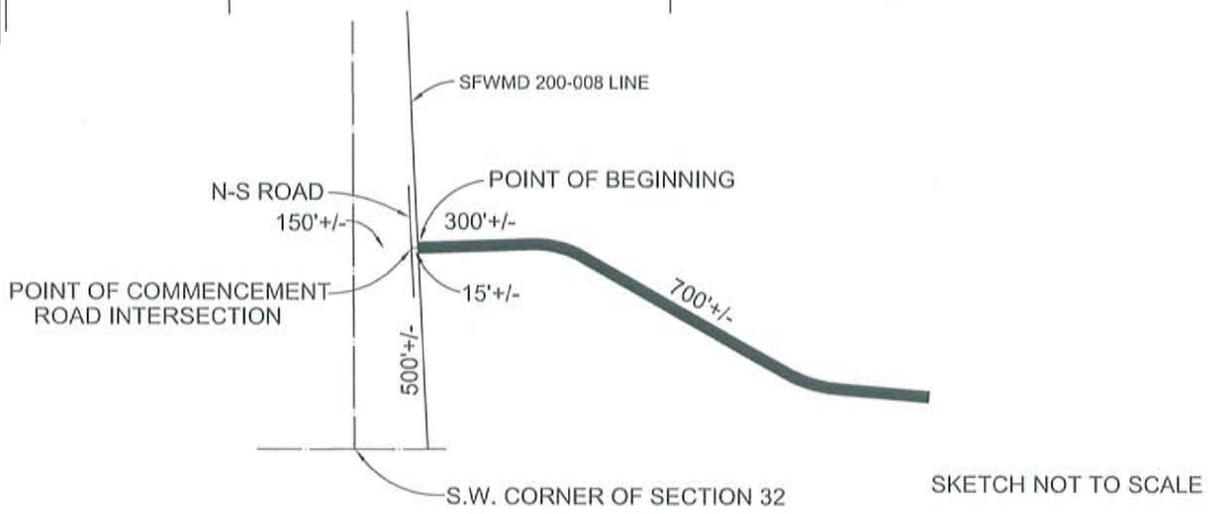
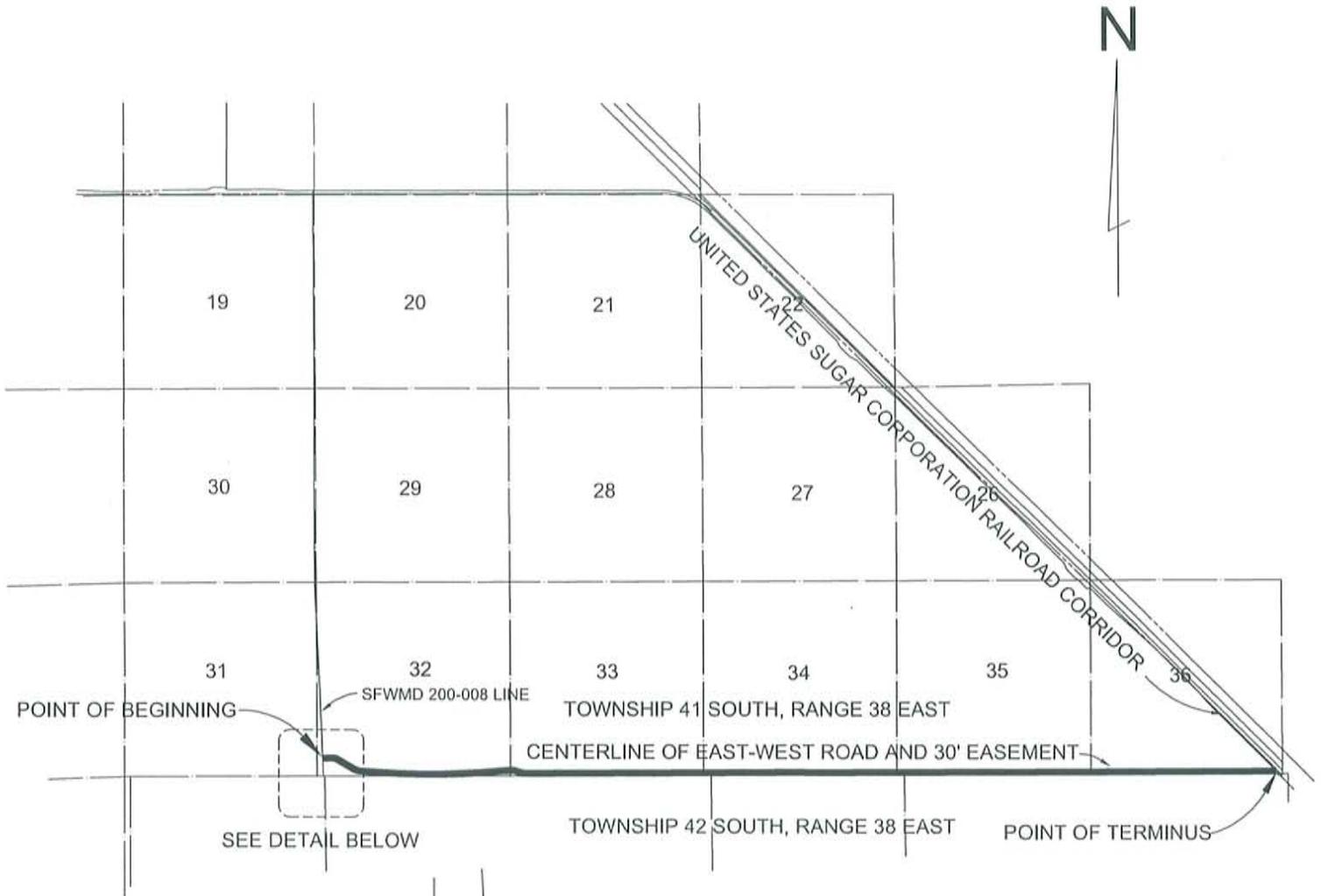
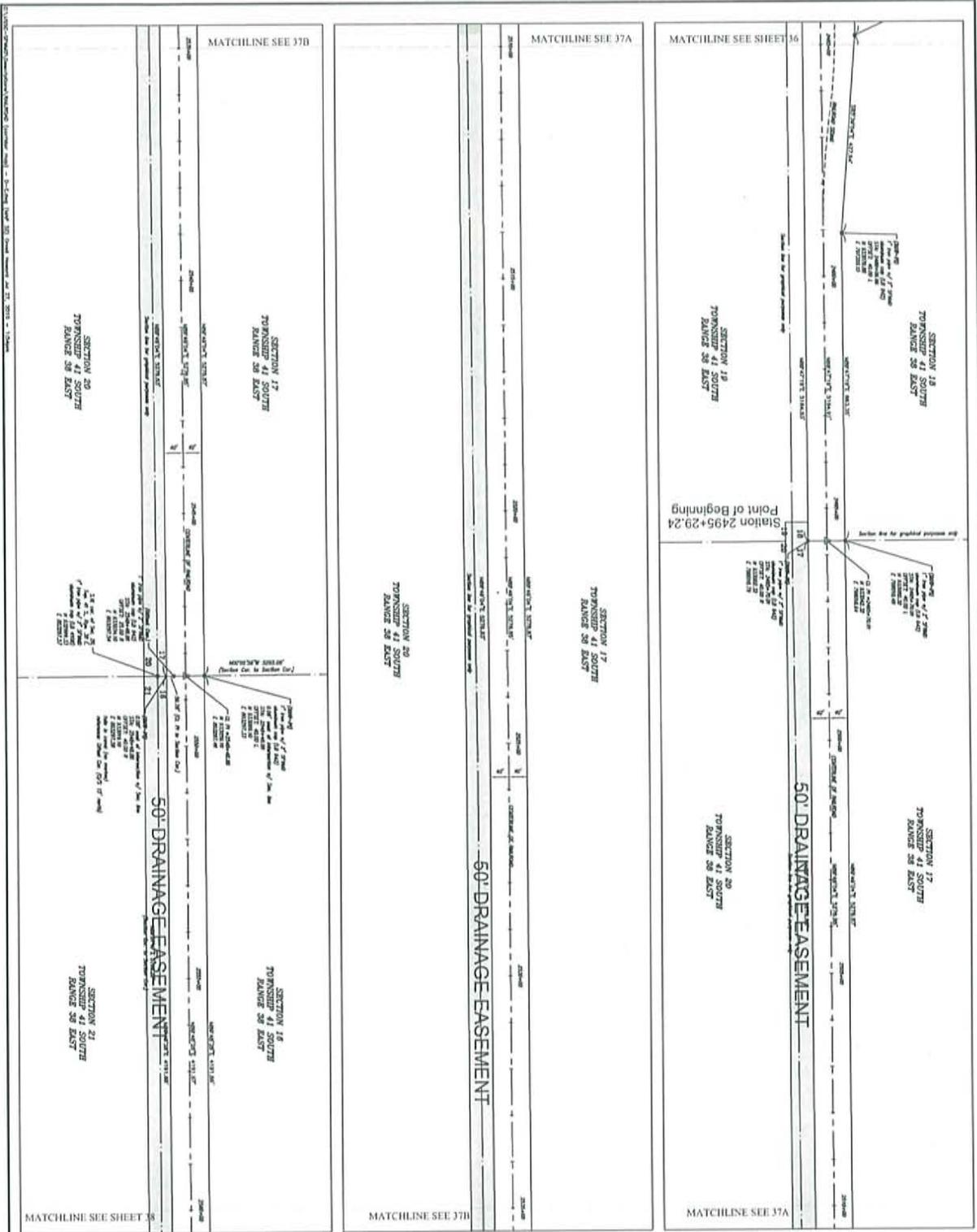


EXHIBIT D to EXHIBIT 11.a.xvi

LEGAL DESCRIPTION OF DRAINAGE EASEMENT AREA

RAILROAD CORRIDOR DRAINAGE EASEMENT IN L-8 PARCEL 008

A 50 foot wide drainage easement lying southerly and southwesterly of and abutting the United States Sugar Corporation's Railroad Corridor as described in Official Record Book 23180, Page 854 of the Public Records of Palm Beach County, Florida for that portion of said Railroad Corridor that is within the South Florida Water Management District's acquisition parcel SC-200-008, also known as the L-8 Parcel. Said easement more specifically begins at Station 2495+29.24 of said Railroad Corridor as shown on page 906 of said Record Book 23180 and ends at Station 2823+60.41 as shown on page 910 of said Record Book 23180.

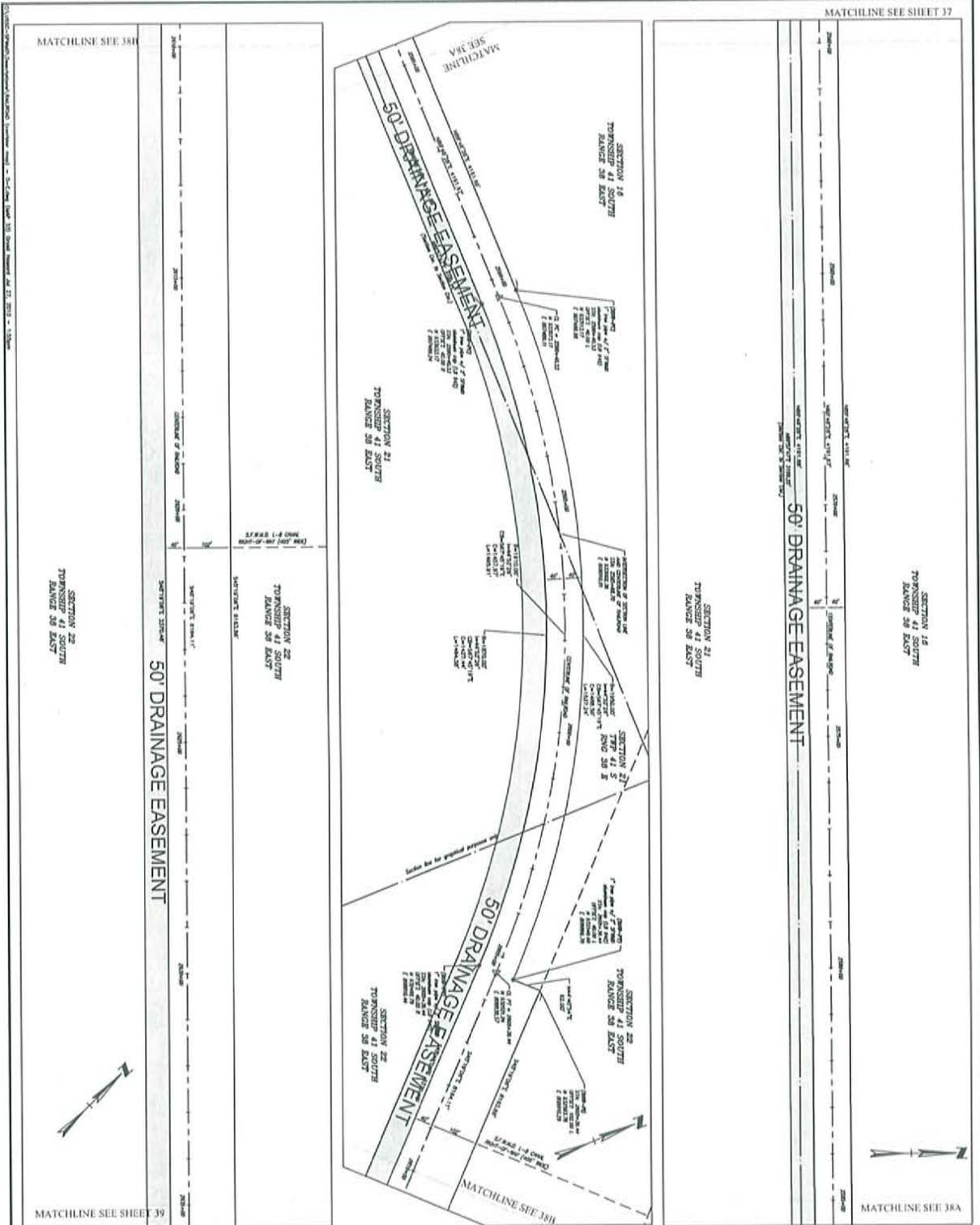


JOHNSON
ENGINEERING
20100 WOODBRIDGE AVENUE
DAKOTA, MISSISSIPPI
FOR INFO 601-611-2341
LA 9 18 1902

UNITED STATES SUGAR CORPORATION
RAILROAD CORRIDOR MAP
Sketch of Description
Hendry County and
Palm Beach County

UNITED STATES SUGAR CORPORATION
111 POUCE DE LEON AVENUE
CLEWISTON, FLORIDA 33440

DATE: 11/11/11
DRAWN BY: J. J. JOHNSON
CHECKED BY: J. J. JOHNSON
SCALE: AS SHOWN
SHEET NO. 37 OF 49



JOHNSON
ENGINEERING
231 WEST HONOROLE AVENUE
DAWSON, FLORIDA 32035
PHONE (904) 875-4241
FAX (904) 875-4241
E.E. & L.S. 1982

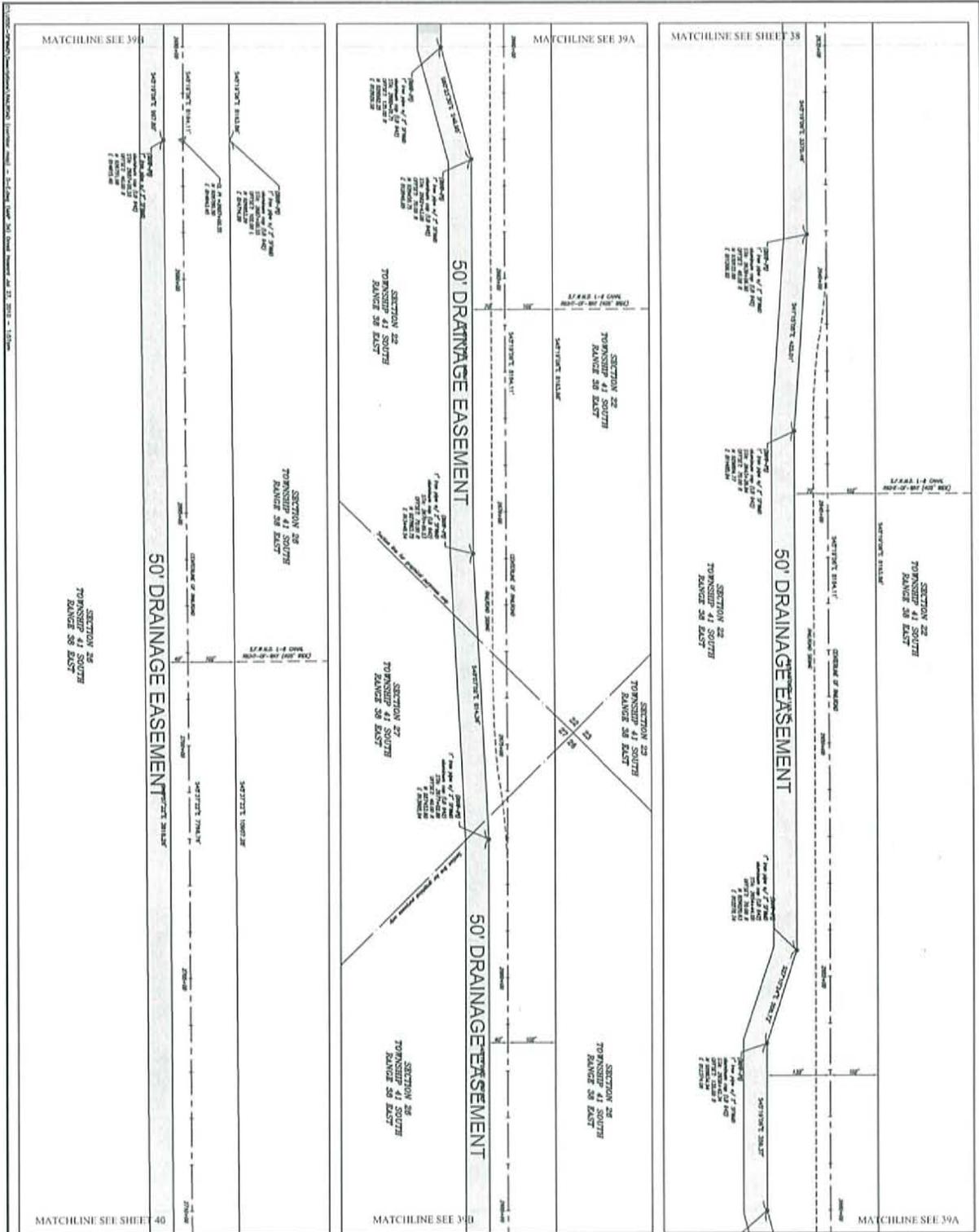
UNITED STATES SUGAR CORPORATION
RAILROAD CORRIDOR MAP
Sketch of Description
Henry County and
Palm Beach County

UNITED STATES SUGAR CORPORATION
111 PONCE DE LEON AVENUE
CLEWISTON, FLORIDA 33440



39 SHEET
OF
49

DATE: 11/11/03
DRAWN BY: J. W. JOHNSON
CHECKED BY: J. W. JOHNSON
SCALE: AS SHOWN
SHEET NO.: 39
OF SHEETS: 49



JOHNSON
ENGINEERING
221
LAKEVIEW TOWER SUITE 2000
P.O. BOX 1000
CLEWISTON, FL 33440
TEL: 754.344.1234
FAX: 754.344.1235

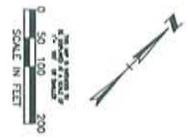
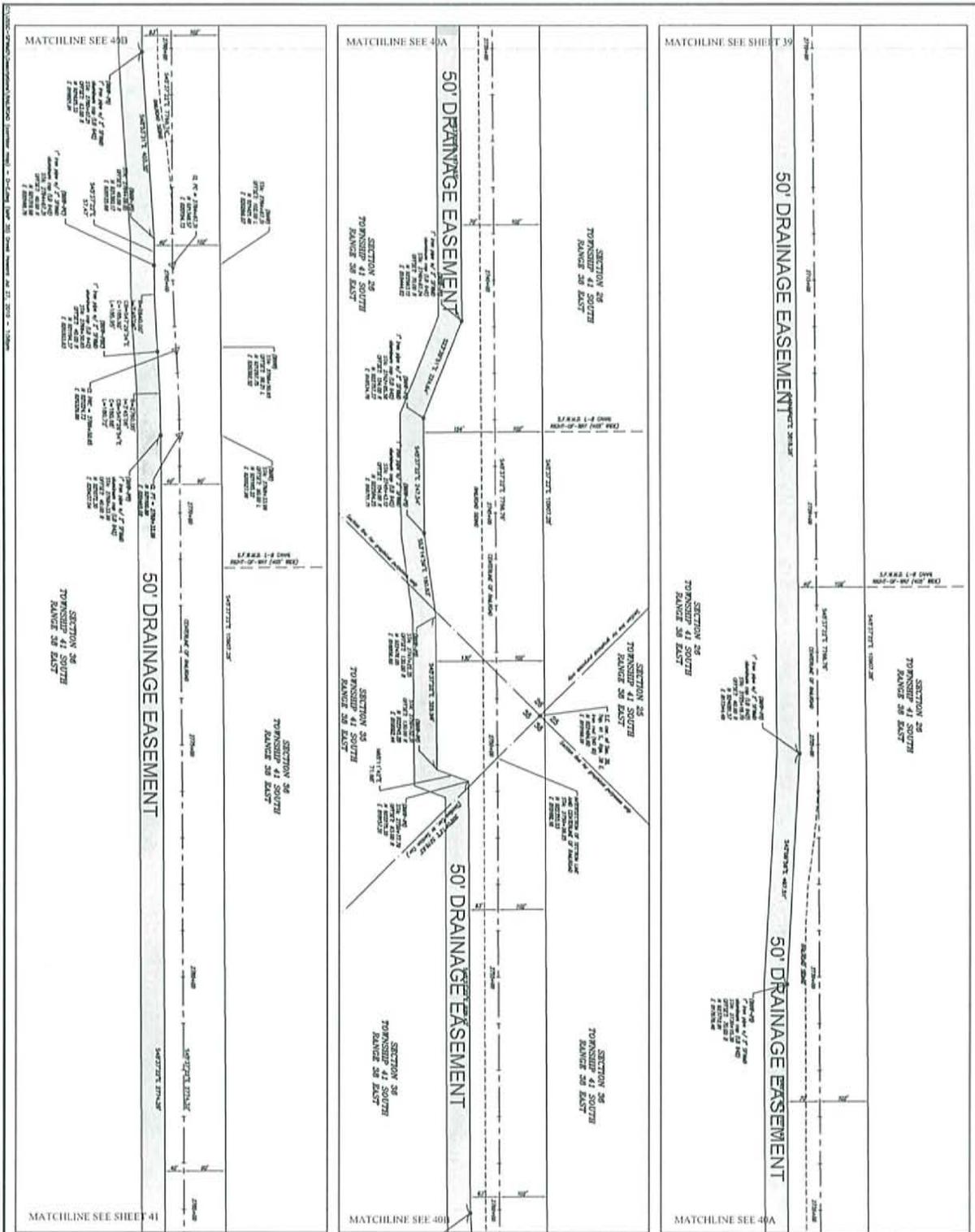
39 of 49

UNITED STATES SUGAR CORPORATION
RAILROAD CORRIDOR MAP
Sketch of Description
Hendry County and
Palm Beach County

| | | | |
|------|----|---------|----|
| DATE | BY | REVISED | BY |
| | | | |
| | | | |
| | | | |

UNITED STATES SUGAR CORPORATION
111 POINTE DE LEGUI AVENUE
CLEWISTON, FLORIDA 33440

NOTES:
1. THIS MAP IS A SKETCH OF DESCRIPTION AND IS NOT A LEGAL INSTRUMENT.
2. THIS MAP IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS.
3. THIS MAP IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS, AND INTERESTS.
4. THIS MAP IS SUBJECT TO ALL APPLICABLE TAXES, FEES, AND CHARGES.
5. THIS MAP IS SUBJECT TO ALL APPLICABLE CONDITIONS, TERMS, AND AGREEMENTS.
6. THIS MAP IS SUBJECT TO ALL APPLICABLE RISKS, DAMAGES, AND LIABILITIES.
7. THIS MAP IS SUBJECT TO ALL APPLICABLE WARRANTIES, GUARANTEES, AND REPRESENTATIONS.
8. THIS MAP IS SUBJECT TO ALL APPLICABLE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS.
9. THIS MAP IS SUBJECT TO ALL APPLICABLE FORCE MAJEURE, ASSIGNMENT, AND TRANSFER PROVISIONS.
10. THIS MAP IS SUBJECT TO ALL APPLICABLE ENTIRE AGREEMENT, SEVERABILITY, AND CONSTRUCTION PROVISIONS.
11. THIS MAP IS SUBJECT TO ALL APPLICABLE GOVERNING LAW, JURISDICTION, AND VENUE PROVISIONS.
12. THIS MAP IS SUBJECT TO ALL APPLICABLE WAIVER OF DEFENSE, ARBITRATION, AND DISPUTE RESOLUTION PROVISIONS.
13. THIS MAP IS SUBJECT TO ALL APPLICABLE ASSIGNMENT OF INTEREST, CONFIDENTIALITY, AND NON-CIRCUMVENTION PROVISIONS.
14. THIS MAP IS SUBJECT TO ALL APPLICABLE FORCE MAJEURE, ASSIGNMENT, AND TRANSFER PROVISIONS.
15. THIS MAP IS SUBJECT TO ALL APPLICABLE ENTIRE AGREEMENT, SEVERABILITY, AND CONSTRUCTION PROVISIONS.
16. THIS MAP IS SUBJECT TO ALL APPLICABLE GOVERNING LAW, JURISDICTION, AND VENUE PROVISIONS.
17. THIS MAP IS SUBJECT TO ALL APPLICABLE WAIVER OF DEFENSE, ARBITRATION, AND DISPUTE RESOLUTION PROVISIONS.
18. THIS MAP IS SUBJECT TO ALL APPLICABLE ASSIGNMENT OF INTEREST, CONFIDENTIALITY, AND NON-CIRCUMVENTION PROVISIONS.

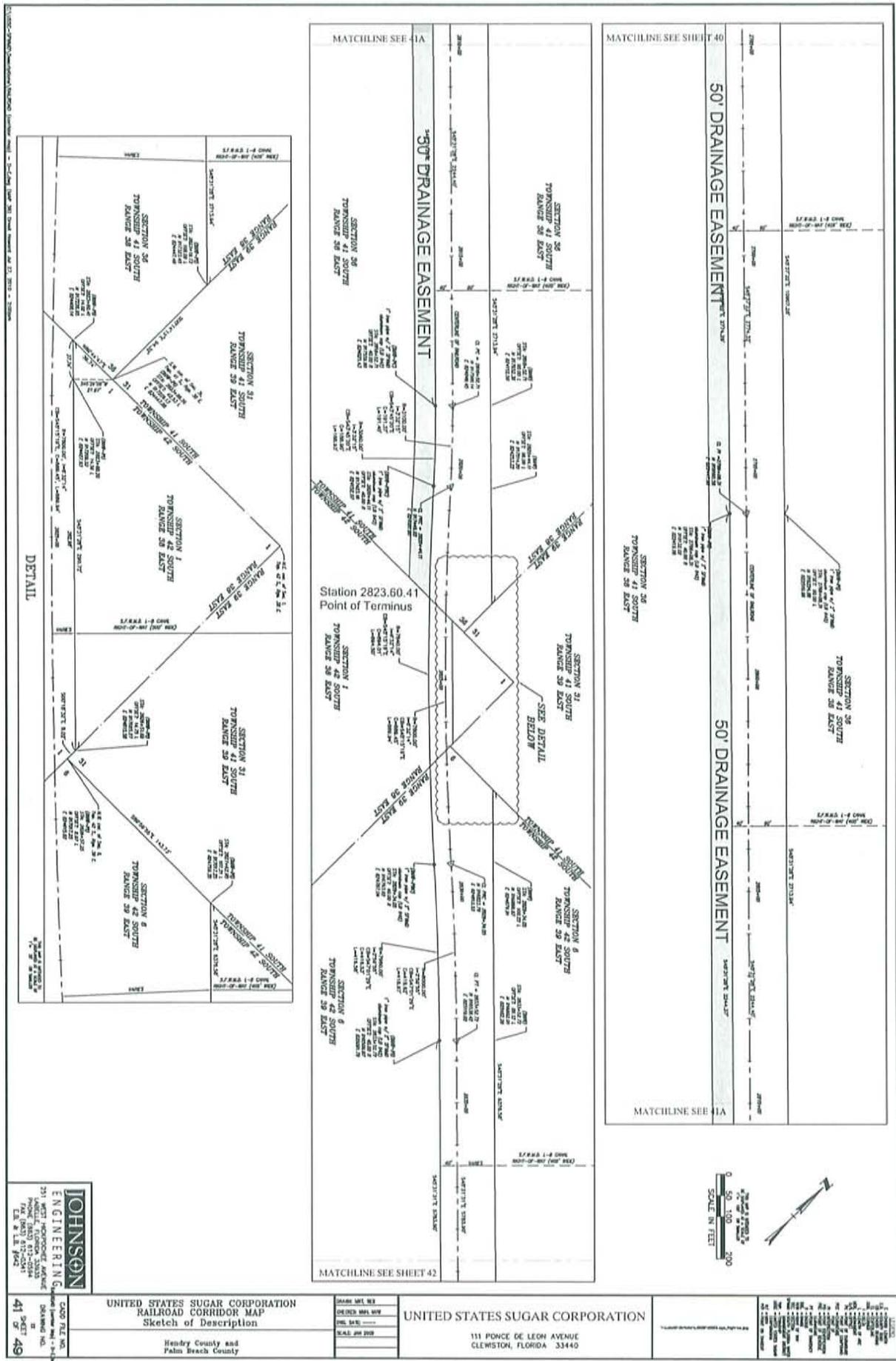


JOHNSON
ENGINEERING
 231 WEST HORTON AVENUE
 PALM BEACH, FLORIDA 33408
 TEL: (561) 879-0241
 FAX: (561) 879-0241
 E: J.E. JOHNSON

40' x 49'
 UNITED STATES SUGAR CORPORATION
 RAILROAD CORRIDOR MAP
 Sketch of Description
 Henry County and
 Palm Beach County

UNITED STATES SUGAR CORPORATION
 111 PONCE DE LEON AVENUE
 CLEWISTON, FLORIDA 33440

DATE: 11/11/03
 DRAWN BY: J.E. JOHNSON
 CHECKED BY: J.E. JOHNSON
 TITLE: RAILROAD CORRIDOR MAP
 SHEET NO.: 40 OF 49



JOHNSON
ENGINEERING
131 WEST HENRY STREET, SUITE 200
PALM BEACH, FLORIDA 33480
TEL: (561) 812-0241
FAX: (561) 812-0241
E: jeh@johnsoneng.com

41
SHEET
49

UNITED STATES SUGAR CORPORATION
RAILROAD CORRIDOR MAP
Sketch of Description
Hendry County and
Palm Beach County

DATE: 01/14/10
DESIGN: MHL/SJE
DRAWN: MHL/SJE
SCALE: AS SHOWN

UNITED STATES SUGAR CORPORATION
111 PONCE DE LEON AVENUE
CLEMISTON, FLORIDA 33440

THIS PLAN AND THE MAPS AND SPECIFICATIONS TO WHICH IT REFERS ARE THE PROPERTY OF THE UNITED STATES SUGAR CORPORATION. NO PART OF THIS PLAN OR THE MAPS AND SPECIFICATIONS TO WHICH IT REFERS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE UNITED STATES SUGAR CORPORATION.

EXHIBIT 11.axvii

INSURED EASEMENT

[Insured Easement Between Conners Highway and L-8 Property]

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

ACCESS EASEMENT

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

WITNESSETH THAT:

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

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

C. Pursuant to that certain Second Amended and Restated Agreement for Sale and Purchase dated _____, 2010, Grantor has agreed to convey to Grantee the L-8 Property, as part of a larger conveyance of land from Grantor to the Grantee.

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

Now, for and in consideration of the conveyance of the L-8 Property to the Grantee and payment by the Grantee of the consideration therefor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the following easement to Grantee:

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

2. **Maintenance of Road.**

a. Grantor hereby agrees that it shall, at its sole cost and expense, maintain the Road in good order and repair and in the condition existing as of the date hereof (it being understood that in no event shall Grantor have any obligation hereunder to pave or light the Road). Notwithstanding the foregoing, (i) in the event that South Florida Water Management District, as Grantee hereunder, uses the Road for construction related traffic (e.g., bulldozers, tractor trailers, graders, construction equipment, etc.) in connection with South Florida Water Management District purposes, then the South Florida Water Management District shall be responsible to maintain the Road in accordance with customary industry practice (e.g., regular grading and repair with fill material in order to continually restore the condition of the Road in accordance with customary industry practice), at its sole cost and expense, for the duration of any and all periods of construction traffic; and (ii) in the event that any successor owner of all or a portion of the L-8 Property, as Grantee hereunder, uses the Road for hauling agricultural products, then such Grantee shall be responsible to maintain the Road in accordance with customary industry practice (e.g., regular grading and repair with fill material in order to continually restore the condition of the Road in accordance with customary industry practice), at its sole cost and expense, for the duration of any and all periods of hauling traffic, which shall include the obligation of Grantee to restore the Road to the condition existing prior to the date of commencement of such hauling traffic.

b. If Grantee fails to timely and properly maintain the Road and such failure continues for five (5) business days after written notice thereof by Grantor to Grantee, then Grantor shall have the right to perform such maintenance on Grantee's behalf, whereupon Grantee shall reimburse to Grantor the reasonable costs expended by Grantor in connection with such maintenance within 30 days after receipt of a written invoice thereof (which invoice shall include written documentation evidencing such costs). If Grantee fails to maintain more than three (3) times in any six (6) month period, then provided Grantor has provided Grantee with written notice of each such failure as provided above, at Grantor's option, Grantor may elect to perform the regular maintenance on behalf of Grantee, at Grantee's sole cost and expense, and Grantee shall reimburse to Grantor the reasonable costs expended by Grantor in connection with such regular maintenance within 30 days after receipt of a written invoice thereof (which invoice shall include written documentation evidencing such costs). To the extent Grantee is not the South Florida Water Management District: (i) any claim for reimbursement hereunder, including, without limitation, any and all costs and expenses including reasonable attorneys' fees awarded

to Grantor in enforcing any payment in any suit or proceeding hereunder, shall constitute a lien against the portion of the L-8 Property owned by such defaulting Grantee until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records of Palm Beach County, Florida and (ii) if Grantee fails to maintain the Road more than three (3) times in any six (6) month period, then Grantor shall have the right to terminate this Easement as to such defaulting Grantee by recording a written termination in the Public Records of Palm Beach County, Florida, whereupon the portion of the L-8 Property owned by such defaulting Grantee shall be automatically released from the benefitted property hereunder.

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

a. **Permanent Relocation(s) and/or Reconfiguration.** Grantor, after consultation with and approval by Grantee, which approval will not be unreasonably withheld or delayed, shall have the right, from time to time, to relocate and/or reconfigure all or any portion of the Road so long as Grantee continues to have reasonably equivalent access between the L-8 Property and Connors Highway, as applicable (which may include access over a publicly dedicated road). All costs attributable to any such relocation and/or reconfiguration of the Road desired by Grantor shall be at the sole cost and expense of the Grantor. Upon any relocation and/or reconfiguration by Grantor of all or any portion of the Road, the Easement Area shall be amended to release the existing Road and describe the relocated and/or reconfigured Road (or this Easement shall be automatically terminated to the extent the relocation is to a publicly dedicated road, without the necessity of Grantor or Grantee executing any documentation evidencing the same).

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

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

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

6. **Liability.** Grantee shall be liable for any bodily injury and/or property damage that arises or occurs from Grantee's and its employees', agents' and representatives' use of the Easement Area (provided, however that if Grantee is a governmental agency, then to the extent

allowed by law and without constituting an unlawful waiver of sovereign immunity, Grantee shall only be liable for the Grantee's acts and the acts of its employees', agents' and representatives' to the extent that Grantee has the legal authority to agree to be responsible for the acts of its agents and representatives and Grantee makes no representation as to its ability to be responsible for such acts). To the extent that the Grantee is not a governmental agency, Grantee shall maintain Comprehensive General Liability Insurance relating to the use of the Easement Area pursuant to this Easement. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the access and use of the Easement Area. The minimum limits of coverage shall be \$5,000,000 per occurrence and \$5,000,000 in the aggregate. The limits of comprehensive general liability insurance shall in no way limit or diminish Grantee's liability.

7. **Binding Effect.** The Easement granted herein shall be appurtenant to the L-8 Property as the dominant tenement, and shall burden the Easement Area, as the servient tenement, as it is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein with respect to the Easement Area shall be covenants running with the Easement Area and create equitable servitudes in favor of the L-8 Property benefited thereby. The Easement reserved herein and all of the provisions related thereto shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors in interest; provided, however, in the event that any successor owner(s) of any portion of the L-8 Property has legal and practical access to the L-8 Property by means other than the Easement Area, then this Easement shall automatically terminate with respect to such successor owner(s), without the necessity of Grantor or Grantee executing any documentation evidencing the same.

8. **No Modification.** This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by the agreement of Grantor (or any successor owner of the Easement Area) and the Grantee (or any successor owner of the L-8 Property), and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Palm Beach County, Florida; provided, however, that if there are multiple owners of (i) the Easement Area as a result of transfers of portions of the Easement Area from and after the date of this Easement by the Grantor to other parties; or (ii) the L-8 Property as a result of transfers of portions of the L-8 Property from and after the date of this Easement by the Grantee to other parties, then, in order to be effective, an amendment, modification, termination or rescission shall only be required to be executed by the particular owner which owns the portion of the Easement Area and the particular owner which owns the portion of the L-8 Property to which such instrument is applicable.

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

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

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

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

Grantor:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of UNITED STATES SUGAR CORPORATION, a Delaware corporation, who is personally known or ___ who has produced _____ as identification.

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

[SIGNATURE OF GRANTEE FOLLOWS]

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

GRANTEE:

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

Witness: _____

By: _____

Name: _____

Witness _____

As Its: _____

Date of Execution _____

STATE OF FLORIDA
COUNTY OF _____

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

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

[EXHIBITS FOLLOW]

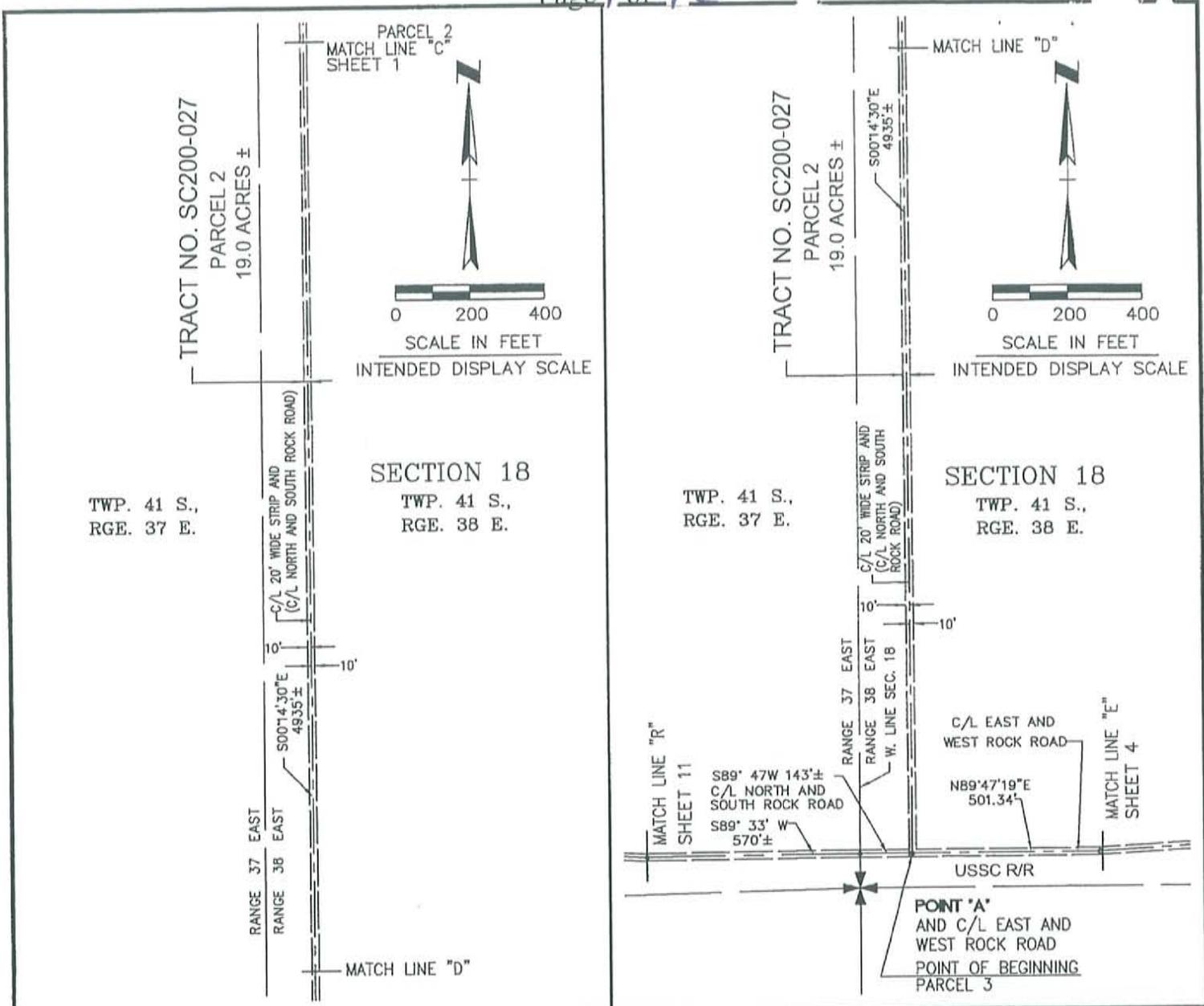
EXHIBIT A

LEGAL DESCRIPTION OF L-8 PROPERTY

[To be attached at Closing]

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA



SECTION 18
 TOWNSHIP 41 SOUTH
 RANGE 38 EAST
 PALM BEACH COUNTY, FLORIDA.

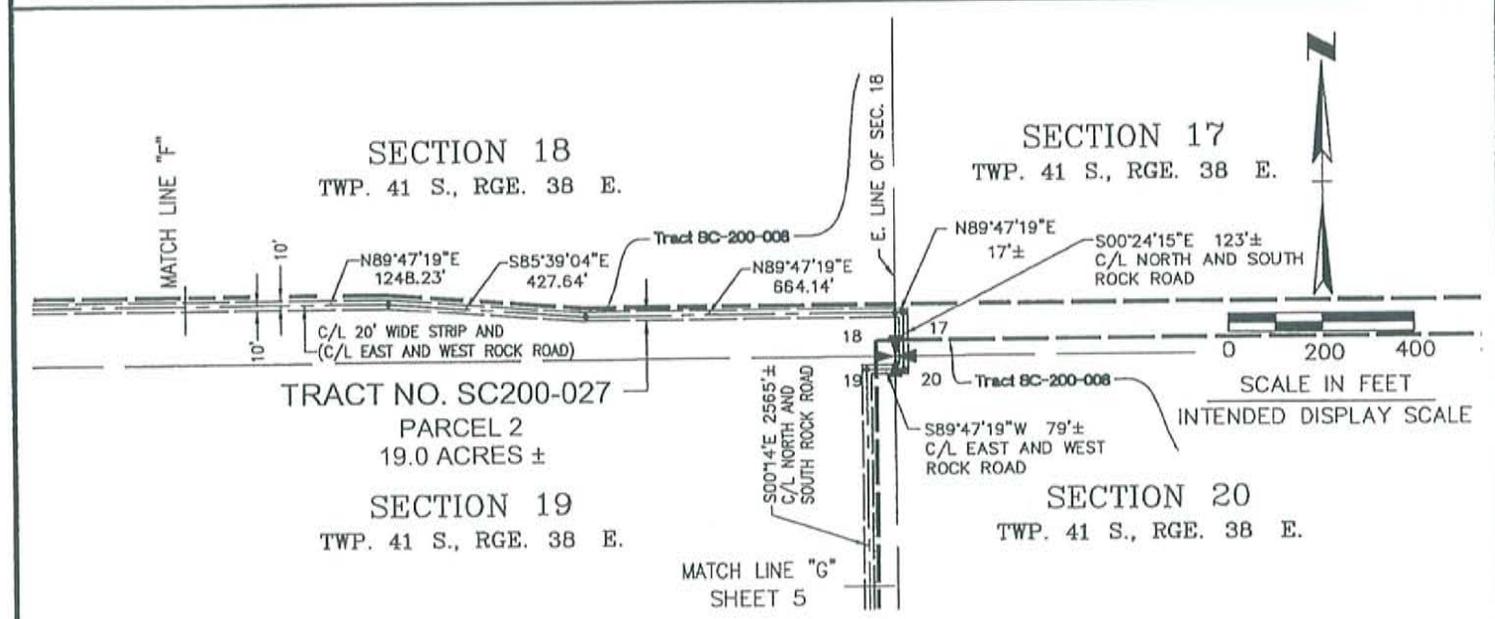
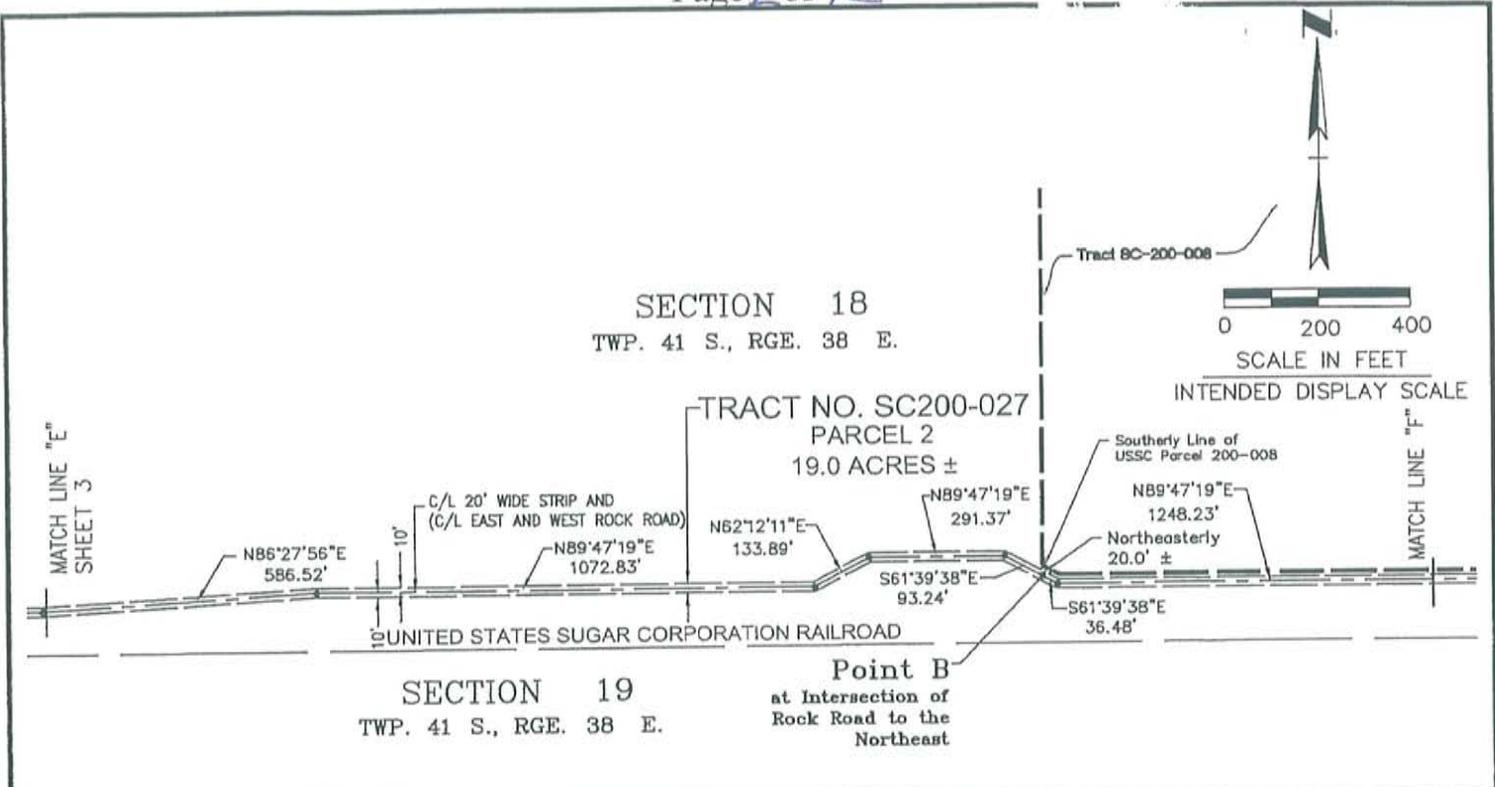
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 LAND ACQUISITION DEPARTMENT
 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

| | | | |
|--------------|-----------|----------------|---------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 3 of 18 |

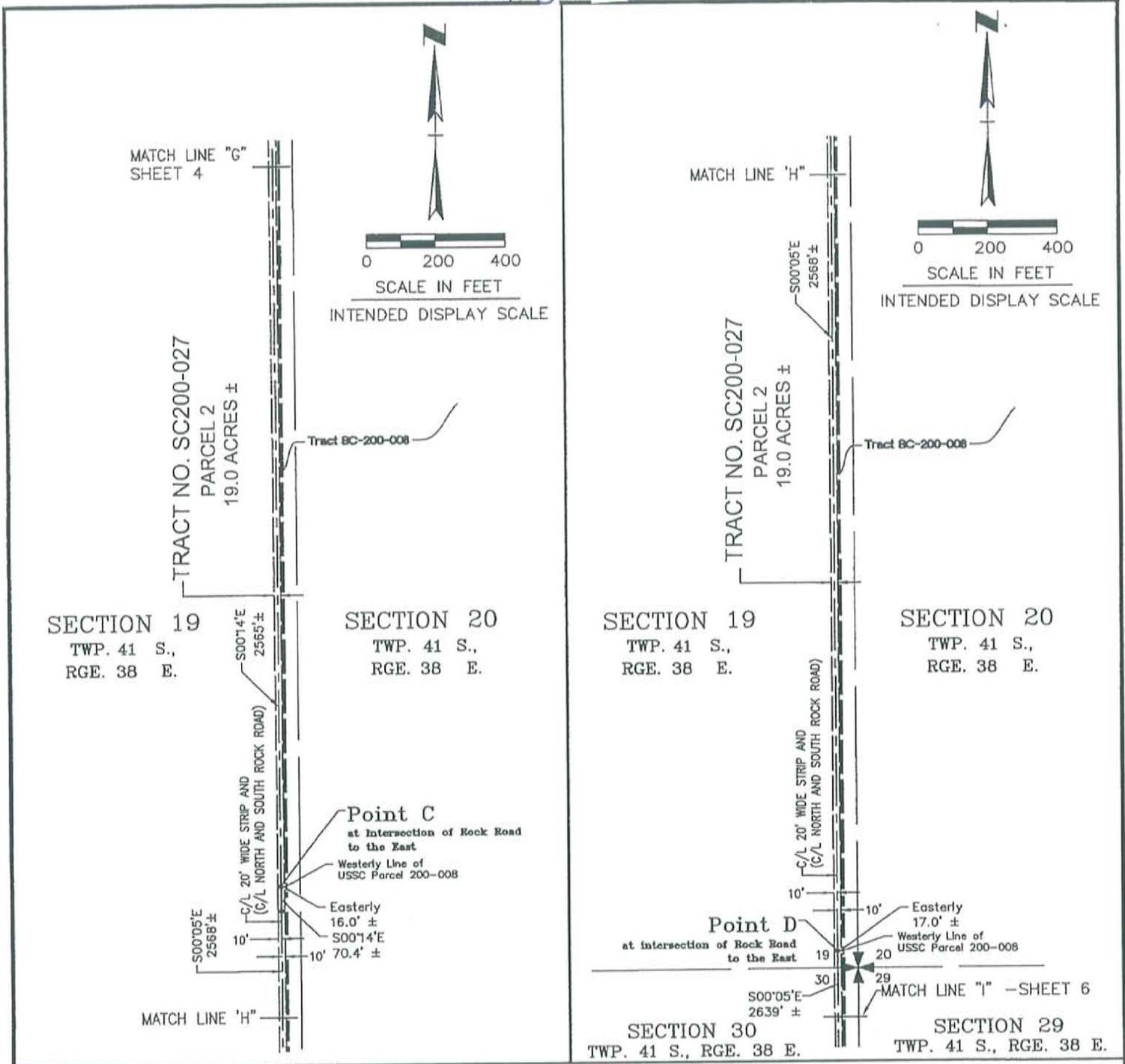
NOTE:
 SEE SHEET 1 FOR NOTES



SECTIONS 17, 18, 19 & 20
 TOWNSHIP 41 SOUTH
 RANGE 38 EAST
 PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|----------------|----------------|---------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | River of Grass | | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 4 of 18 |

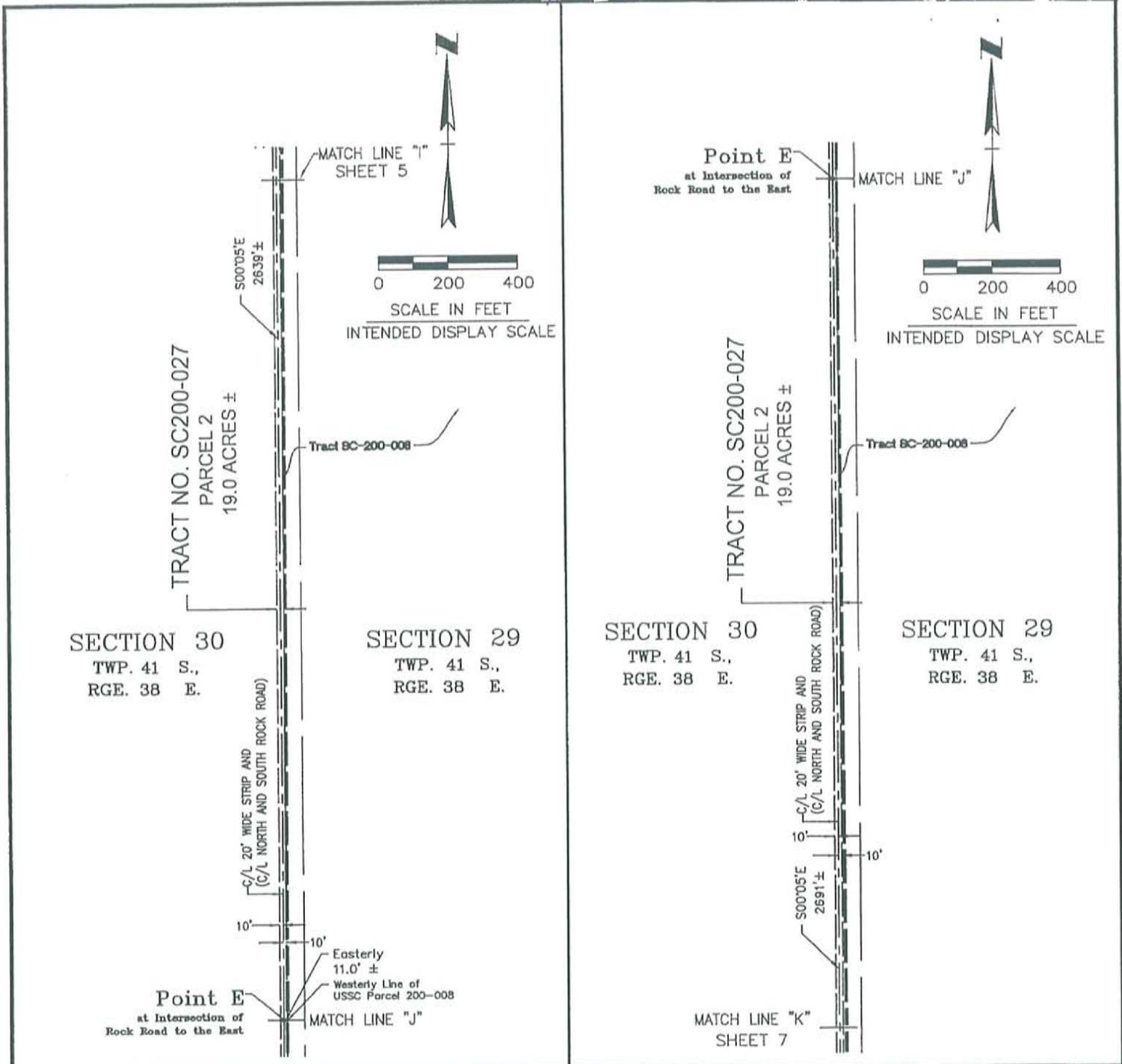
NOTE:
 SEE SHEET 1 FOR NOTES



SECTIONS 19 & 30
 TOWNSHIP 41 SOUTH
 RANGE 38 EAST
 PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|---------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 5 of 18 |

NOTE:
 SEE SHEET 1 FOR NOTES



SECTION 30
TOWNSHIP 41 SOUTH
RANGE 38 EAST
PALM BEACH COUNTY, FLORIDA.

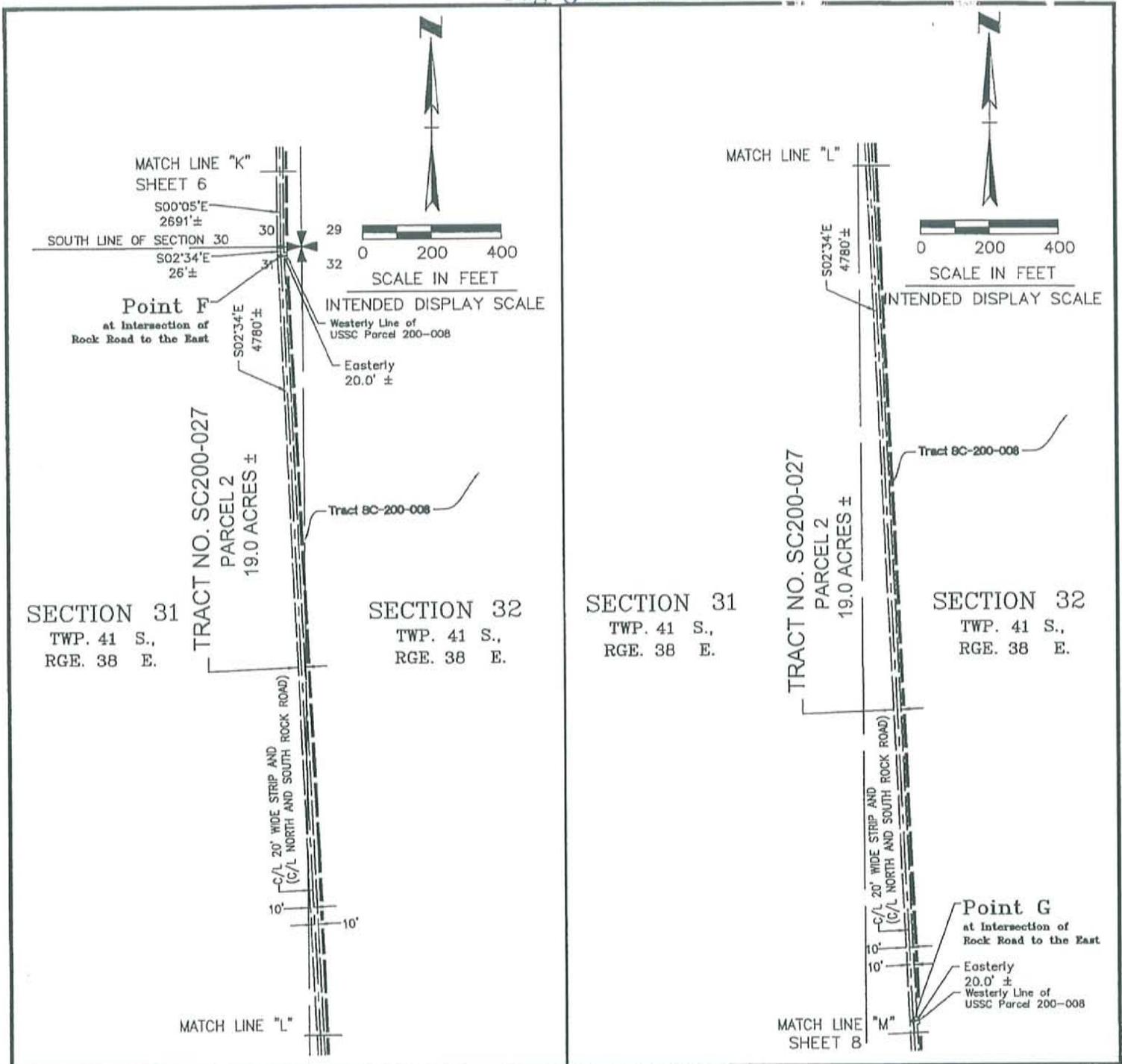
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

PARCEL 2

| | | | |
|--------------|-----------|----------------|---------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 6 of 18 |

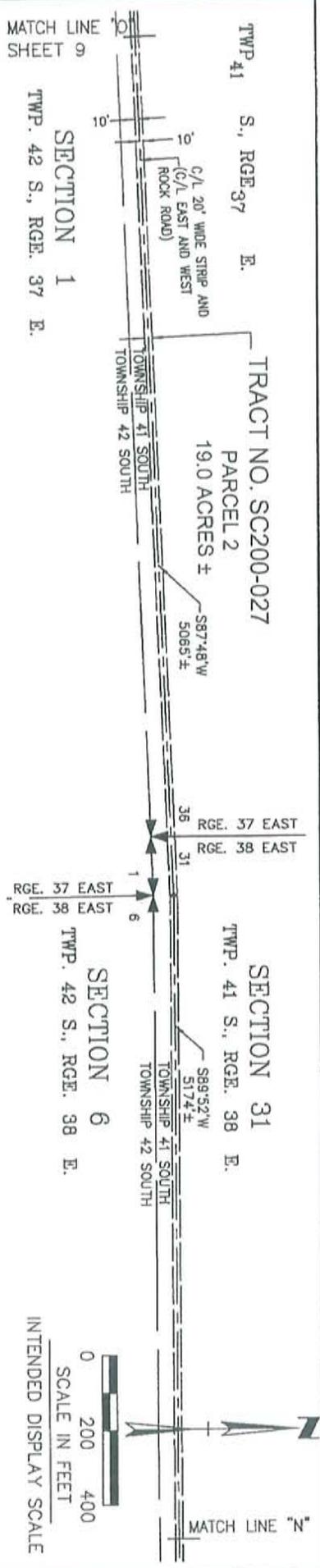
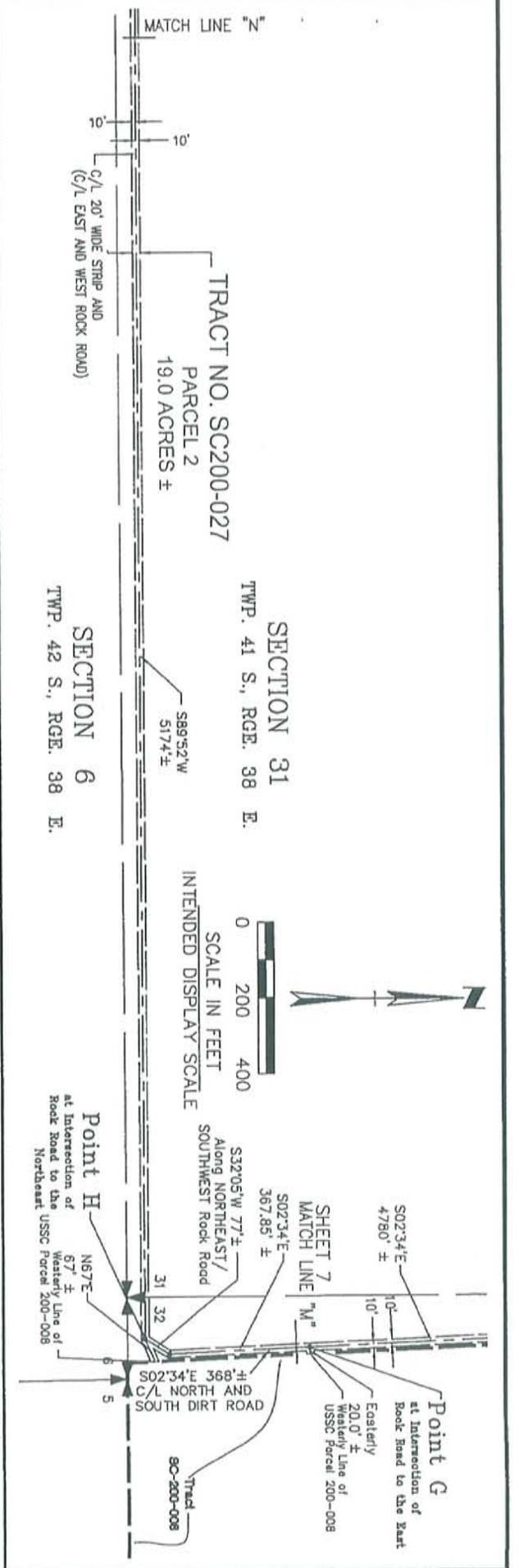
NOTE:
SEE SHEET 1 FOR NOTES



SECTIONS 30, 31, & 32
 TOWNSHIP 41 SOUTH
 RANGE 38 EAST
 PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|---------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 7 of 18 |

NOTE:
 SEE SHEET 1 FOR NOTES



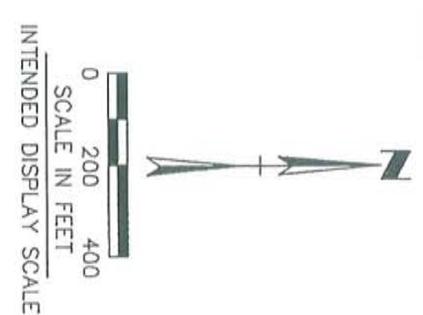
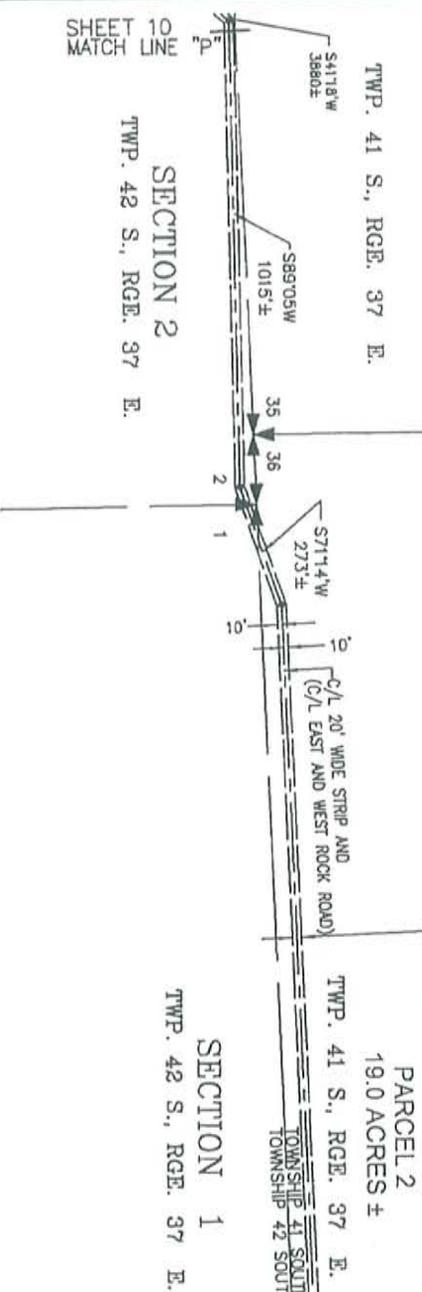
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

| | |
|--------------------------|-----------------|
| TRACT NO. SC200-027 | |
| PARCEL 2 | |
| Folio: River of Grass | |
| Prepared By: CMH | Date: 28APR2010 |
| Document Name: SC200-027 | Sheet: 8 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES

SHEET 10
MATCH LINE

SECTION 2
TWP. 42 S., RGE. 37 E.



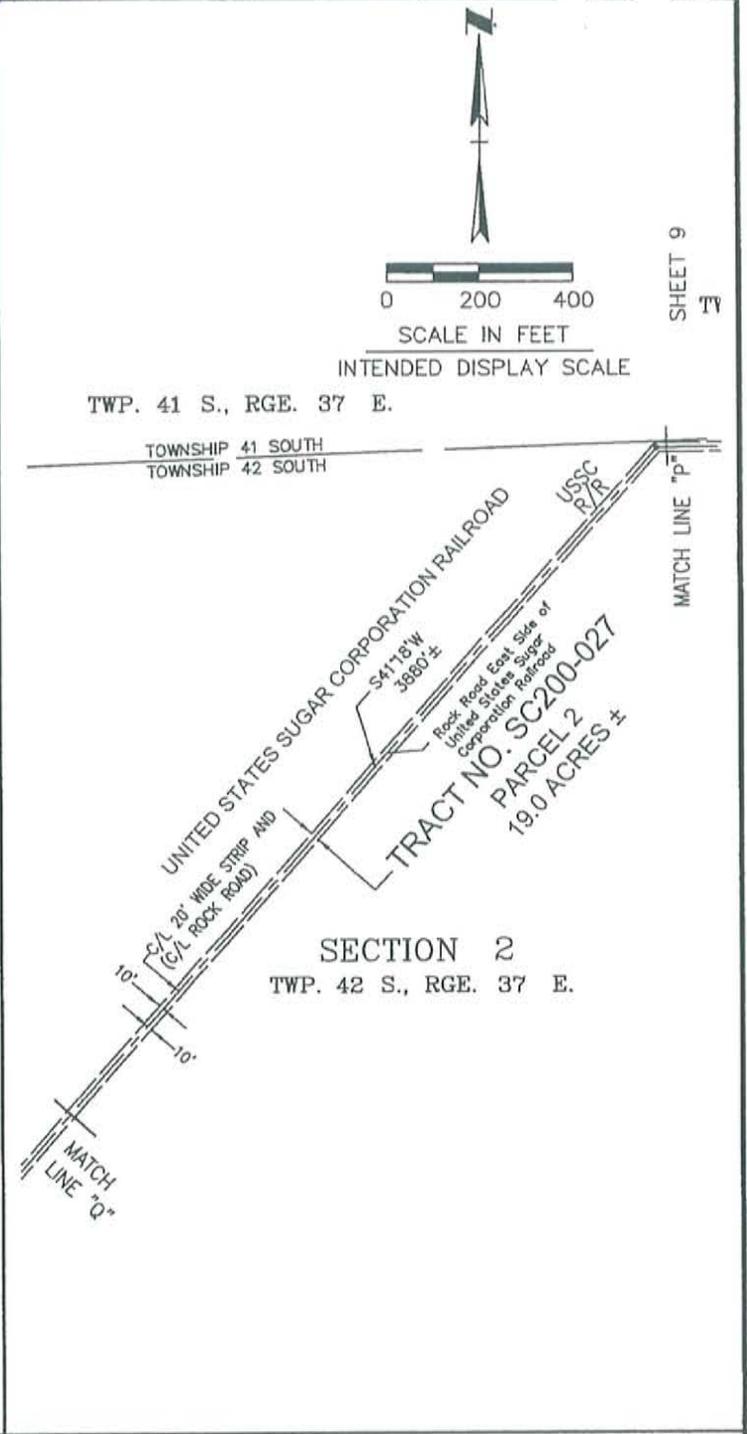
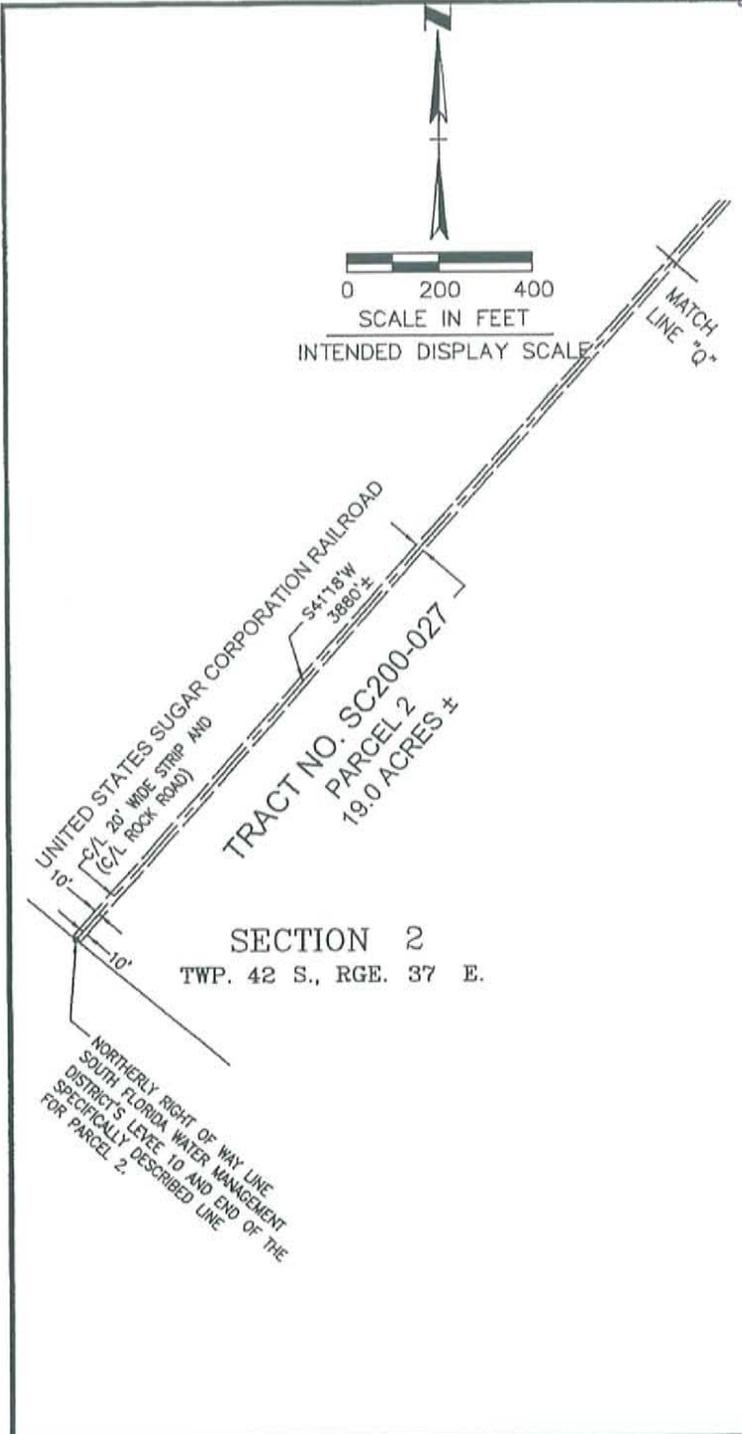
SECTIONS 1 AND 2
TOWNSHIP 42 SOUTH
RANGE 37 EAST
PALM BEACH COUNTY, FLORIDA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD COPY
WEST PALM BEACH, FLORIDA 33416-4680
TRACT NO. SC200-027

PARCEL 2

| | |
|----------------|----------------|
| Folio: | River of Gross |
| Prepared By: | CMH |
| Date: | 28APR2010 |
| Document Name: | SC200-027 |
| Sheet: | 9 of 18 |

NOTE:
SEE SHEET 1 FOR NOTES



SECTION 2
 TOWNSHIP 42 SOUTH
 RANGE 37 EAST
 PALM BEACH COUNTY, FLORIDA.

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| PARCEL 2 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 10 of 18 |

NOTE:
 SEE SHEET 1 FOR NOTES

Exhibit "A"
Tract Number SC200-027

One (1) parcel of land in Township 41 South, Range 37 East and Sections 17, 18, 19, 20, 29, 30, 31 and 32, Township 41 South, Range 38 East and in Sections 1 and 2 Township 42 South, Range 37 East, Palm Beach County, Florida.

Parcel 1

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04°26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road and the Point of Beginning of said strip of land;
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of 86 feet more or less to the center line of an East and West rock road;
 Thence, South 89°37'19" West, along the centerline of said East and West rock road, a distance of, 5250 feet more or less to the centerline of a North and South rock road;
 Thence North 02°31'58" West, along the centerline of said North and South rock road, a distance of, 42 feet more or less to the intersection of the centerline of a rock road leading to the West;
 Thence South 89°43'53" West, along the centerline of said rock road, a distance of, 5350 feet more or less to United States Highway 441 and the end of the specifically described centerline

Parcel 2

A strip of land 20 feet in width, the centerline of said strip being described as follows:

Commence at the Northwest corner of Section 18, Township 41 South, Range 38 East Palm Beach County Florida; thence North 89°50'54" East, along the North line of said Section 18, a distance of 81.92 feet; thence South 04°26'50" East, a distance of, 167.76 feet; thence South 89°49'31" East, a distance of, 24 feet more or less to the center of a rock road;
 Thence, South 00°49'09" West, along the centerline of said rock road, a distance of, 86 feet more or less to the center line of an East and West dirt road and the Point of Beginning of said strip of land;

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 13 of 18 |

Thence South 00°14'30" East, continuing along the centerline of a North and South rock road a distance of, 4935 feet more or less to **Point "A"** and the centerline of an East and West rock road on the North side of the United States Sugar Corporation Railroad;

Thence, North 89°47'19" East along said centerline of the East and West rock road, a distance of, 501.34 feet;

Thence, North 86°27'56" East, continuing along said centerline, a distance of, 586.52 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1072.83 feet;

Thence, North 62°12'11" East, continuing along said centerline, a distance of, 133.89 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 291.37 feet;

Thence, South 61°39'38" East, continuing along said centerline, a distance of, 93.24 feet to **Point "B"** and the intersection of a rock road to the Northeast;

Thence, continue ,South 61°39'38" East, and continuing along said East and West rock road centerline, a distance of, 36.48 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 1248.23 feet;

Thence, South 85°39'04" East, continuing along said centerline, a distance of, 427.64 feet;

Thence, North 89°47'19" East, continuing along said centerline, a distance of, 664.14 feet to the East line of said Section 18;

Thence, continue North 89°47'19" East, along said centerline, a distance of, 17 feet more or less to the centerline of a North and South rock road;

Thence, South 00°24'15" East, along the centerline of said North and South rock road a distance of, 123 feet more or less to the centerline of an East and West rock road;

Thence, South 89°47'19" West, along the centerline of said East and West rock road, a distance of, 79 feet more or less to the centerline of a North and South rock road;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 2565 feet more or less to **Point "C"** and the intersection of a rock road to the East;

Thence, South 00°14' East, along said centerline of the North and South rock road, a distance of, 70.4 feet more or less;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2568 feet more or less to **Point "D"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2639 feet more or less to **Point "E"** and the intersection of a rock road to the East;

Thence, South 00°05' East, continuing along said North and South rock road a distance of 2691 feet more or less to the South line of Section 30, Township 41 South, Range 38 East;

Thence, South 2°34' East, continuing along the centerline of said North and South rock road, a distance of, 26 feet more or less to **Point "F"** and the intersection of a rock road to the East;

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 LAND ACQUISITION DEPARTMENT
 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

| | | | |
|--------------|-----------|----------------|----------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 14 of 18 |

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 4780 feet more or less to **Point "G"** and the intersection of a rock road to the East;

Thence, continue South 2°34' East, and continuing along the centerline of said North and South rock road, a distance of, 367.85 feet more or less;

Thence, South 32° 05' West, continuing along said rock road a distance of, 77 feet more or less to **Point "H"** and the centerline of a rock road to the Northeast and the centerline of an East and West rock road, on the North side of a canal;

Thence, South 89°52' West, along said East and West rock road a distance of, 5174 feet more or less;

Thence, South 87°48' West, continuing along said rock road a distance of, 5065 feet more or less;

Thence, South 71°14' West, continuing along said rock road a distance of, 273 feet more or less;

Thence, South 89°05' West, continuing along said rock road a distance of, 1015 feet more or less to a rock road on the East side of the United States Sugar Corporation Railroad;

Thence, South 41°18' West, continuing along said rock road on the East side of the United States Sugar Corporation Railroad, a distance of, 3880 feet more or less to the Northerly right of way line of South Florida Water Management District's Levee 10 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "B"** as described above;

Thence, Northeasterly along said center of the rock road, a distance of 20 feet more or less to the Southerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "C"** as described above;

Thence, Easterly along said center of the rock road, a distance of 16 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LAND ACQUISITION DEPARTMENT
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NO. SC200-027

| | | | |
|--------------|-----------|----------------|----------|
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 15 of 18 |

And,

A 20 foot strip of land being described as follows:

Begin at **Point "D"** as described above;

Thence, Easterly along said center of the rock road, a distance of 17 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "E"** as described above;

Thence, Easterly along said center of the rock road, a distance of 11 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "F"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "G"** as described above;

Thence, Easterly along said center of the rock road, a distance of 20 feet more or less to the Easterly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

And,

A 20 foot strip of land being described as follows:

Begin at **Point "H"** as described above;

Thence, North 67° East, along said center of the rock road, a distance of 67 feet more or less to the Westerly line of South Florida Water Management District United States Sugar Corporation acquisition parcel 200-008 and the end of the specifically described line.

| | | | |
|---|-----------|----------------|----------|
| SOUTH FLORIDA WATER MANAGEMENT DISTRICT LAND ACQUISITION DEPARTMENT 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680 | | | |
| TRACT NO. SC200-027 | | | |
| Folio: | | River of Grass | |
| Prepared By: | Date: | Document Name: | Sheet: |
| CMH | 28APR2010 | SC200-027 | 16 of 18 |

EXHIBIT 12.a.xvi

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

**Exhibit 12.a.xvi. to Second Amended and Restated Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and South Florida Water Management District
Beneficial Interest Disclosure Affidavit**

PROJECT:

Tract No.:

Tax Folio Number:

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA _____
COUNTY OF HENDRY _____

Before me, the undersigned authority, personally appeared Malcolm S. Wade, Jr. as Senior Vice President of United States Sugar Corporation ("Affiant") this ____ day of August 2010, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

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

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

| <u>Name</u> | <u>Address</u> | <u>Percentage Interest*</u> |
|-------------|----------------|-----------------------------|
|-------------|----------------|-----------------------------|

See Exhibit 1

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

3) All persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups, who have a financial interest in this transaction (other than persons who have a beneficial interest in the Premises as disclosed in Section 2 above), or who have received or who are entitled to receive from USSC a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration, in connection with this transaction or as compensation contingent upon the South Florida Water Management District entering into the agreement to acquire the Premises or subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are (if non-applicable, please indicate None or Non-Applicable):

Amount of Fee To Be
Disclosed If Contingent
On Achieving Successful

Name Address Reason for Payment Acquisition*

See Exhibit 2 – Parts A and B

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

FURTHER AFFIANT SAYETH NOT.

AFFIANT

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

SWORN TO and subscribed before me this ____ day of August 2010, by Malcolm S. Wade, Jr., as Senior Vice President, Sugar Operations of United States Sugar Corporation, who acknowledged that he executed this instrument on behalf of, and with the full binding authority of said corporation and who did take an oath. Such person(s). (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)

Exhibit "A"

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

Exhibit 1

| <u>Shareholder</u> | <u>City</u> | <u>State</u> | <u>% Ownership (rounded)</u> |
|--|-----------------|--------------|----------------------------------|
| Claire White | Flint | Michigan | 0.7% |
| Claire Investment Co. | Flint | Michigan | 1.3% |
| Claire M. White Fam Tr. | Flint | Michigan | 0.2% |
| William White | Flint | Michigan | 0.3% |
| Tiffany White Lovell | Flint | Michigan | Less than 0.1% |
| Tiffany Lovett 11/18/70 Tr. | Flint | Michigan | 0.2% |
| Ridgway H. White | Flint | Michigan | 0.2% |
| Ridgway White 11/18/70 | Flint | Michigan | 0.2% |
| Endfield Trust | Flint | Michigan | 0.3% |
| Paula Mott Turrentine | Philadelphia | Pennsylvania | 0.3% |
| Harding Land Company | Flint | Michigan | 0.1% |
| Milo I. Mott | Flint | Michigan | 0.9% |
| Milo Mott 11/18/70 Trust | Flint | Michigan | 0.2% |
| Paula M. Switzer | Flint | Michigan | 0.8% |
| Paula Switzer 11/18/70 Tr. | Flint | Michigan | 0.2% |
| Summer C. Switzer | Flint | Michigan | Less than 0.1% |
| Savannah I. Switzer | Flint | Michigan | Less than 0.1% |
| Saylor H. Switzer | Flint | Michigan | Less than 0.1% |
| Sydney H. Switzer | Flint | Michigan | Less than 0.1% |
| CBW Jr. Irrev Trust fbo Kenneth B. Webb | Flint | Michigan | Less than 0.1% |
| CBW Jr. Irrev Trust fbo Know M. Poole | Flint | Michigan | Less than 0.1% |
| CBW Jr. Irrev Trust fbo Elizabeth Rogers | Flint | Michigan | Less than 0.1% |
| CBW Jr. Irrev Trust fbo Jane F. Young | Flint | Michigan | Less than 0.1% |
| Charles B. Webb, Jr. Marital Tr Fbo Jsw | Flint | Michigan | 0.2% |
| Elizabeth Webb Rev | Flint | Michigan | 0.2% |
| Webb Fam Tr Fbo Er Webb | Flint | Michigan | Less than 0.1% |
| Stewart Dansby | Flint | Michigan | 0.1% |
| Suzanne Dansby | Flint | Michigan | Less than 0.1% |
| Patrick Butler | St. Paul | Minnesota | 0.4% |
| Patrick Butler Jr. 52 Tr. | Flint | Michigan | Less than 0.1% |
| Peter M. Butler | St. Paul | Minnesota | 0.4% |
| Peter Butler 52 Tr. | Flint | Michigan | Less than 0.1% |
| Kate Butler Peterson | St. Paul | Minnesota | 0.4% |
| Kate Peterson 52 Tr | Flint | Michigan | Less than 0.1% |
| Sod & Co. | Minneapolis | Minnesota | Less than 0.1% |
| John K. Butler | White Bear Lake | Minnesota | Less than 0.1% |
| Elise T. Butler | White Bear Lake | Minnesota | Less than 0.1% |
| Madeline M. Butler | White Bear Lake | Minnesota | Less than 0.1% |

| | | | |
|---------------------------------------|-----------------|------------|----------------|
| Kathleen Bollman Elsa Walker | Flint | Michigan | 0.2% |
| Virginia M. Sullivan | Flint | Michigan | 0.3% |
| Emi Trust Fbo Pkkd | Flint | Michigan | 0.5% |
| Emi Trust Fbo Kew | Flint | Michigan | 0.1% |
| Joan Macgillivray 57 Tr | Flint | Michigan | 2.4% |
| Joan Macgillivray 52 Tr | Flint | Michigan | Less than 0.1% |
| PDK Sr. Irrev Trust fbo NPK | Flint | Michigan | Less than 0.1% |
| EMI Trust fbo LMB | Flint | Michigan | Less than 0.1% |
| EMI Trust fbo MBB IV | Flint | Michigan | Less than 0.1% |
| Samuel M. Sullivan | Flint | Michigan | Less than 0.1% |
| John P. Sullivan, II | Flint | Michigan | Less than 0.1% |
| Kathleen D. Sullivan | Flint | Michigan | Less than 0.1% |
| Ruth Mott Foundation | Flint | Michigan | 0.8% |
| Meynet Investment Co. | Flint | Michigan | Less than 0.1% |
| Charles Stewart Mott Foundation | Troy | Michigan | 14.6% |
| Mott Children's Health Center | Flint | Michigan | 18.6% |
| Community Foundation of Greater Flint | Flint | Michigan | 4.5% |
| Hazeldon Foundation | Center City | Minnesota | 0.3% |
| St. Paul Foundation | Saint Paul | Minnesota | 1.0% |
| Greater Twin Cities United Way | Minneapolis | Minnesota | 0.6% |
| American Water Works Company, Inc. | Voorhees | New Jersey | 1.2% |
| HighCo | Geneva | Illinois | Less than 0.1% |
| Margie Carter | Memphis | Tennessee | Less than 0.1% |
| Stephen V. Coffman | West Palm Beach | Florida | Less than 0.1% |
| Mary P. Rafter | West Palm Beach | Florida | Less than 0.1% |
| Peggy Riley | Pahokee | Florida | Less than 0.1% |
| Benjamin Sanford Jr. | Clewiston | Florida | Less than 0.1% |
| James E. Terrill | Clewiston | Florida | Less than 0.1% |
| CSHM Trust 11/23/70 | Flint | Michigan | 0.2% |
| Harding Mott Family Trust | Flint | Michigan | 0.5% |
| Employee Stock Ownership Plan (ESOP) | Washington | D.C. | 20.6% |
| Treasury Stock | | | 25.3% |
| | | TOTAL | 100.0% |

Exhibit 2 – Part A

| <u>Name</u> | <u>City</u> | <u>State</u> | <u>Reason for Payment</u> | <u>Amount of Fee to Be Disclosed if Contingent on Achieving Successful Acquisition*</u> |
|--|------------------|--------------|---------------------------|---|
| American Appraisal Associates, Inc. | Milwaukee | Wisconsin | Appraisal | N/A |
| Callaway & Price, Inc. | West Palm Beach | Florida | Appraisal | N/A |
| Arkel International, LLC | Baton Rouge | Louisiana | Appraisal | N/A |
| Mercer, LLC | Tampa | Florida | Finance | N/A |
| Fraser & Associates, LLC | Lake Forest | Illinois | Finance | N/A |
| BMO Capital Markets | Chicago | Illinois | Finance | N/A |
| IntraLinks, Inc. | New York | New York | Finance | N/A |
| Survey 1, LLC | Clewiston | Florida | Survey | N/A |
| GCY, Inc. | Palm City | Florida | Survey | N/A |
| Johnson Engineering, Inc. | Labelle | Florida | Survey | N/A |
| PAG Surveyors, Inc. | Belle Glade | Florida | Survey | N/A |
| Johnson-Prewitt & Associates, Inc. | Clewiston | Florida | Survey | N/A |
| Causeaux, Hewett & Walpole, Inc. | Gainesville | Florida | Survey | N/A |
| Wantman Group, Inc. | West Palm Beach | Florida | Survey | N/A |
| Wilson Miller, Inc. | Naples | Florida | Survey | N/A |
| George F. Young, Inc. | Palm City | Florida | Survey | N/A |
| Chicago Title Insurance Company | Casselberry | Florida | Title | N/A |
| Statewide Land Title, Inc. | North Palm Beach | Florida | Title | N/A |
| South Ridge Abstract & Title Company | Sebring | Florida | Title | N/A |
| TNT Searching, Inc. | Myakka City | Florida | Title | N/A |
| Attorneys' Title Insurance Fund, Inc. | St. Lucie West | Florida | Title | N/A |
| Panza, Maurer & Maynard, P.A. | Ft. Lauderdale | Florida | Legal/Title | N/A* |
| Fowler White Boggs Banker | Tallahassee | Florida | Legal/Title/Lobbying | N/A* |
| Gunster, Yoakley & Stewart, P.A. | Ft. Lauderdale | Florida | Legal | N/A* |
| Davis & Harman, LLP | Washington | D.C. | Legal | N/A* |
| Galland, Kharash, Greenberg et al, P.C. | Washington | D.C. | Legal | N/A* |
| Greenberg Traurig, LLP | Ft. Lauderdale | Florida | Legal | N/A* |
| McDermott, Will & Emery, LLP | Chicago | Illinois | Legal | N/A* |
| Pavese Law Firm, LLP | West Palm Beach | Florida | Legal | N/A* |
| Jones Day | Columbus | Ohio | Legal | N/A* |
| Chapman & Cutler, LLP | Chicago | Illinois | Legal | N/A* |
| Richards, Layton & Finger, P.A. | Wilmington | Delaware | Legal | N/A* |
| K&L Gates, LLP | Pittsburgh | Pennsylvania | Legal | N/A* |
| U.S. Legal Support, Inc. | Aventura | Florida | Legal | N/A* |
| Pearl Meyer & Partners, LLC | Atlanta | Georgia | Compensation | N/A |
| Exequity, LLP | Libertyville | Illinois | Compensation | N/A |
| Railway Auditing & Management Services, Inc. | Jacksonville | Florida | Contracts | N/A |
| Wragg & Casas Public Relations, Inc. | Miami | Florida | Public Relations | N/A |
| Geosyntec Consultants, Inc. | Boca Raton | Florida | Environmental | N/A |
| Peter Briggs (individual) | Clewiston | Florida | Environmental | N/A |

| | | | | |
|--|----------------|----------------|-------------|-----|
| Lockwood Greene Engineers, Inc. | Spartanburg | South Carolina | Engineering | N/A |
| The Chase Firm | Tallahassee | Florida | Lobbying | N/A |
| Vancore Jones | Tallahassee | Florida | Lobbying | N/A |
| Cruz & Co | Orange Park | Florida | Lobbying | N/A |
| Fearington, Smith & Ralston | Tallahassee | Florida | Lobbying | N/A |
| Rothstein Rosenfeldt Adler | Ft. Lauderdale | Florida | Lobbying | N/A |
| Smith Ballard | Tallahassee | Florida | Lobbying | N/A |
| Jefferson Monroe, LLC | Tallahassee | Florida | Lobbying | N/A |
| Moya Group, Inc | Tallahassee | Florida | Lobbying | N/A |
| Colodny.Fass.Talenfeld.Karlinsky.Abate | Tallahassee | Florida | Lobbying | N/A |
| TB Consultants, Inc | Bradenton | Florida | Lobbying | N/A |
| Becker & Poliakoff, P.A. | Ft. Lauderdale | Florida | Lobbying | N/A |
| Floridian Partners, LLC | Tallahassee | Florida | Lobbying | N/A |
| Bridget Gregory, Inc. | Tallahassee | Florida | Lobbying | N/A |
| Smith, Bryan & Myers, Inc. | Tallahassee | Florida | Lobbying | N/A |
| GMA, Inc. | Tallahassee | Florida | Lobbying | N/A |
| Paul P. Sanford & Assoc., P.A. | Tallahassee | Florida | Lobbying | N/A |
| Strategy Smith | Ft. Lauderdale | Florida | Lobbying | N/A |

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

Exhibit 2 – Part B

In the event The South Florida Water Management District ("SFWMD") terminates that certain "Lease Agreement (Citrus)" contemplated in the Second Amended and Restated Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and SFWMD pertaining to the property commonly known as Southern Division citrus groves, it is possible that the employment of some employees of Southern Gardens Groves Corporation may be terminated. At this time it is not known which, if any, Southern Gardens Groves Corporation employees' employment may be terminated, but any such terminated employees will be provided severance.

EXHIBIT 19.e-1

LEASE FOR SUGAR CANE LANDS

[SEE ATTACHED]

EXHIBIT 19.e-2

LEASE FOR CITRUS LANDS

[SEE ATTACHED]

EXHIBIT 19.f.ii

TENANT ESTOPPEL CERTIFICATE

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

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

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

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

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

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

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

Dated this _____ day of _____, 200_____.

Witnesses:

Print: _____

Print _____

Tenant:

By: _____

Print: _____

By: _____

Print: _____

EXHIBIT 19.j

RELOCATION AGREEMENT

EXHIBIT 21.c.iv

REMEDICATION ACCESS AGREEMENT

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

1. **Insurance.** Before being granted access to the Premises, Seller shall deliver to Buyer a certificate of insurance, or complete copies of policies, if requested in writing, in form reasonably acceptable to Buyer, demonstrating that Seller, and its agents and/or contractors carry commercial general liability insurance, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage liability, which certificate shall name Buyer as an additional insured thereunder.

2. **Access and Inspections.** Buyer hereby agrees to allow Seller and its agents, employees, and contractors to enter the Premises as limited by the terms of this Access Agreement. Seller, its agents, employees, or contractors shall have access to the Premises on the terms set forth in the Agreement (subject to compliance with Section 1

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

3. **Indemnity.** Seller shall indemnify, defend and hold Buyer 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: _____

Witness _____

As its: _____

Date of Execution _____

SBG FARMS, INC., a Florida corporation

Witness: _____

By: _____

Name: _____

Witness _____

As its: _____

Date of Execution _____

SOUTHERN GARDENS GROVES
CORPORATION, a Delaware corporation

Witness: _____

Witness _____

By: _____

Name: _____

As its: _____

Date of Execution _____

BUYER:

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

Witness: _____

Witness _____

By: _____

Name: _____

As Its: _____

Date of Execution _____

EXHIBIT 26.a(1)

INITIAL OPTION PROPERTY DESCRIPTION

[SEE ATTACHED SKETCH]

The legal description of the Initial Option Property shall be less and except one of the two (2) options for the proposed extension of the railroad system attached hereto as Exhibit 26.a(1)-A, which option shall be selected by SELLER within thirty (30) days after the BUYER's exercise of the Initial Option in accordance with Second Amended and Restated Agreement for Sale and Purchase to which this exhibit is attached.

The following described lands lying in Glades, Hendry, and Palm Beach Counties, Florida:

Parcel SC-200-001 (A)

That part of fractional Section 15, Township 42 South, Range 33 East, Glades County, Florida lying South of County Road 720 right-of-way.

AND:

The East 1/2 of Section 19, Township 42 South, Range 33 East, Glades County, Florida;

LESS AND EXCEPT the following parcel described in Official Records Book 48, page 970:

From the Northeast corner of Section 19, Township 42 South, Range 33 East, Glades County, Florida, run Westerly along the North line of said Section 19 a distance of 962.43 feet to a point; thence deflecting $89^{\circ} 57' 44''$ to the left run Southerly a distance of 1.75 feet to the Southerly maintenance right-of-way line of State Road 720 (now County Road 720) and the Point of Beginning; thence run Southerly on the same course, perpendicular to the aforesaid right-of-way line of State Road 720 (now County Road 720), a distance of 295.54 feet to the Northeasterly right-of-way line of Seaboard Coast Line (now South Central Florida Express) Railroad; thence deflecting $135^{\circ} 04' 25''$ to the right, run Northwesterly along said railroad right-of-way a distance of 417.42 feet to a point on the Southerly maintenance right-of-way of State Road 720 (now County Road 720); thence deflecting $134^{\circ} 55' 35''$ to the right, run Easterly along said State Road 720 (now County Road 720) maintenance right-of-way line, acknowledged as parallel to and 20 feet South of the centerline of State Road 720 (now County Road 720), a distance of 294.78 feet to the Point of Beginning;

Also LESS AND EXCEPT the following parcel described in Official Records Book 147, page 887:

A 50-foot-wide strip of land in the Southeast 1/4 of Section 13, and the Northeast 1/4 of Section 24, Township 42 South, Range 32 East, Glades County, Florida and also in Sections 18 and 19, Township 42 South, Range 33 East, Glades County, Florida that lies between the centerline and 50 feet South of said centerline of County Road 720 as laid out and in use; said strip begins at the Easterly right-of-way of U.S. Highway 27 and runs Easterly to the East lines of said Sections 18 and 19;

Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way.

AND:

That part of Section 20, Township 42 South, Range 33 East, Glades County, Florida lying South of County Road 720 right-of-way;

LESS AND EXCEPT South Central Florida Express Railroad right-of-way;

Also LESS AND EXCEPT a parcel of land lying in Section 20, Township 42 South, Range 33 East, Glades County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 20, having a coordinate of Northing 900,832.08 and Easting 637,165.41, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run $S 00^{\circ} 32' 02'' W$, along the West line of said Section 20, a distance of 1250.49 feet to an intersection with the Northeast right-of-way line of South Central Florida Express Railroad (SCFE) (also

known as the Moore Haven and Clewiston Railway and/or Atlantic Coast Line Railway (ACL)); thence S 44° 55' 53" E, along said Railroad right-of-way line, a distance of 39.36 feet; thence S 44° 55' 28" E, along said Railroad right-of-way line, a distance of 1456.49 feet to the Point of Beginning (having a coordinate of Northing 898,522.54 and Easting 638,210.08) of the parcel of land herein described; thence S 50° 50' 57" E a distance of 213.14 feet; thence S 49° 12' 08" E a distance of 275.00 feet; thence S 47° 55' 13" E a distance of 175.00 feet; thence S 55° 10' 00" E a distance of 300.00 feet to a point 105.00 feet Northeast of (as measured on a perpendicular) said Railroad right-of-way line; thence S 44° 55' 28" E, parallel with said Railroad right-of-way line, a distance of 375.00 feet; thence S 14° 55' 28" E a distance of 130.00 feet to a point 40.00 feet North of (as measured on a perpendicular) said right-of-way; thence S 44° 55' 28" E, parallel with said Railroad right-of-way line, a distance of 660.00 feet; thence S 45° 04' 32" W a distance of 40.00 feet to an intersection with said Railroad right-of-way line; thence N 44° 55' 28" W, along said Railroad right-of-way line, a distance of 2103.80 feet to the Point of Beginning;

Also LESS AND EXCEPT a parcel of land lying in Section 20, Township 42 South, Range 33 East, Glades County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 20, having a coordinate of Northing 900,832.08 and Easting 637,165.41, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run S 00° 32' 02" W, along the West line of said Section 20, a distance of 1362.73 feet to an intersection with the Southwest right-of-way line of South Central Florida Express Railroad (SCFE) (also known as the Moore Haven and Clewiston Railway and/or Atlantic Coast Line Railway (ACL)) and the Point of Beginning (having a coordinate of Northing 899,469.42 and Easting 637,152.70); thence S 44° 55' 28" E, along said Railroad right-of-way line, for a distance of 3661.93 feet; thence S 45° 04' 32" W a distance of 84.00 feet; thence N 39° 30' 27" W a distance of 572.00 feet to a point 30.00 feet Southwest of (as measured on a perpendicular) said Railroad right-of-way line; thence N 44° 55' 28" W, parallel with said Railroad right-of-way line, a distance of 983.00 feet; thence N 86° 10' 27" W a distance of 91.00 feet to a point 90.00 feet Southwest of (as measured on a perpendicular) said Railroad right-of-way line; thence N 44° 55' 28" W, parallel with said Railroad right-of-way line, a distance of 212.00 feet; thence N 37° 47' 34" W a distance of 443.00 feet to a point 35.00 feet Southwest of (as measured on a perpendicular) said Railroad right-of-way line; thence N 44° 55' 28" W, parallel with said Railroad right-of-way line, a distance of 990.00 feet; thence N 39° 55' 03" W a distance of 401.02 feet to the West line of said Section 20 and the Point of Beginning.

AND:

Those parts of Tracts 1 through 64, inclusive, of the subdivision of Section 21, Township 42 South, Range 33 East as per DeSoto County Plat Book 3, page 44, as recorded in the Public Records of Glades County, Florida lying South of County Road 720;

LESS AND EXCEPT a parcel of land lying in Tracts 34 and 35 of Benbow Farms in Section 21, Township 42 South, Range 33 East, Glades County, Florida, and being more particularly described as follows:

Commence at the North 1/4 corner of said Section 21; thence run West along the North line of said Section 21 a distance of 491.42 feet; thence South (perpendicular to said

North line of Section 21) a distance of 20.00 feet to the South right-of-way of State Road 720 (now County Road 720), said point being the Point of Beginning; thence continue South 340.50 feet; thence West 185.70 feet; thence North 100.00 feet; thence West 38.20 feet; thence North 240.50 feet to the said South right-of-way of State Road 720 (now County Road 720); thence East along said right-of-way 223.90 feet to the Point of Beginning;

Also LESS AND EXCEPT a parcel of land lying in Tract 35 of Benbow Farms in Section 21, Township 42 South, Range 33 East, Glades County, Florida, and being more particularly described as follows:

Commence at the North 1/4 corner of said Section 21; thence run West along the North line of said Section 21 a distance of 715.32 feet; thence South (perpendicular to said North line of Section 21) a distance of 20.00 feet to the North line of said Tract 35, said point being the Point of Beginning; thence continue South perpendicular to said North line a distance of 240.50 feet; thence East a distance of 38.20 feet; thence South a distance of 48.48 feet; thence West parallel to the North line of Section 21 a distance of 323.25 feet; thence North perpendicular to the said North line a distance of 288.98 feet to the North line of said Tract 35; thence East along the North line of said Tract 35 a distance of 285.00 feet to the Point of Beginning;

Also LESS AND EXCEPT a parcel of land lying in Tracts 35 and 36 of the subdivision of Section 21, Township 42 South, Range 33 East as per DeSoto County Plat Book 3, page 44, as recorded in Glades County, Florida:

From the North 1/4 corner of said Section 21 proceed West along the North line of said Section 21 a distance of 1000.32 feet; thence proceed South, perpendicular to the North line of said Section 21, a distance of 20.00 feet to the North line of aforementioned Tract 35 for the Point of Beginning of the following described parcel of land; from said Point of Beginning (also being the Northwest corner of that certain parcel described and recorded in Official Records Book 70, pages 1082 and 1083, Glades County Public Records) continue South, perpendicular to said North line of Tract 35 a distance of 288.98 feet to the Southwest corner of aforementioned parcel of land as described and recorded in Official Records Book 70, pages 1082 and 1083, Glades County Public Records; thence proceed West parallel with the North line of said Tracts 35 and 36 a distance of 270.00 feet; thence proceed North, perpendicular to the North line of said Tracts 35 and 36 a distance of 288.98 feet to the North line of said Tract 36; thence proceed East along the North line of Tracts 36 and 35, parallel with the North line of said Section 21 a distance of 270.00 feet to the Point of Beginning;

Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way;

Also LESS AND EXCEPT a strip of land 60 feet wide and 650 feet long, in the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 42 South, Range 33 East, Glades County, Florida; commencing at a point in the centerline of the Moore Haven and Clewiston Railway Company tract at Station 208+95, Moore Haven and Clewiston Railway Company chainage; run thence due North 40 feet to the Point of Beginning of the strip; thence in the same direction 60 feet; thence due East 100 feet from, and parallel to, said centerline, a distance of 650 feet; thence due South 60 feet; thence due West to the Point of Beginning;

Also LESS AND EXCEPT that portion of the following described parcel of land lying in Section 21, Township 42 South, Range 33 East, Glades County, Florida, (hereinafter referred to as "Benbow Siding #2"):

Commencing at the Southwest corner of said Section 21, having a coordinate of Northing 895,567.08 and Easting 642,388.57, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run N 89° 14' 33" E, along the South line of said Section 21, a distance of 1798.22 feet; thence N 00° 45' 27" W a distance of 40.00 feet to an intersection with the North right-of-way line of South Central Florida Express Railroad (SCFE) (also known as the Moore Haven and Clewiston Railway and/or Atlantic Coast Line Railway (ACL)) also being the Point of Beginning (having a coordinate of Northing 895,630.85 and Easting 644,186.11) of the parcel of land herein described; thence N 82° 51' 06" E a distance of 365.79 feet; thence N 88° 01' 44" E a distance of 580.00 feet to a point 53.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 14' 33" E, parallel with said Railroad right-of-way line, a distance of 650.00 feet; thence N 73° 46' 35" E a distance of 120.00 feet to a point 85.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 14' 33" E, parallel with said Railroad right-of-way line, a distance of 445.00 feet; thence S 67° 10' 46" E a distance of 105.00 feet to a point 43.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 14' 33" E, parallel with said Railroad right-of-way line, a distance of 1250.00 feet; thence S 82° 58' 16" E a distance of 353.15 feet to a point on said Railroad right-of-way line; thence N 89° 57' 30" W, along said Railroad right-of-way line, a distance of 347.43 feet; thence S 89° 14' 33" W, along said Railroad right-of-way line, a distance of 3502.78 feet to the Point of Beginning.

AND:

That part of Fractional Section 22, and that part of Unsurveyed Section 22, Township 42 South, Range 33 East, Glades County, Florida lying Southerly and Westerly of County Road 720;

LESS AND EXCEPT the following described parcel:

That part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 22, Township 42 South, Range 33 East lying within 50 feet of the Survey Line for State Road 720, Section 05030, Easterly of Equation Station 297+76.72 Center Line 0503-201-250 Equals Station 14+00 Center Line Survey, said Survey Line and Station being described and located as follows:

Begin on the Easterly boundary of Section 22, Township 42 South, Range 33 East, at a point 2597.87 feet Southerly of the Northeast corner of said Section 22, run thence S 89° 50' W 61.25 feet to the beginning of a curve concave to the Northerly, having a radius of 380.28 feet, thence Westerly along said curve 35.0 feet through a Central Angle of 05° 16' 24" to the end of said curve, thence N 84° 53' 36" W 15.0 feet to Equation Station 297+76.72 Center Line 0503-201-250 Equals Station 14+00 Center Line Survey, continue thence N 84° 53' 36" W 100 feet to End Survey Line description at Station 15+00; Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way; Also LESS AND EXCEPT that portion of said "Benbow Siding #2" lying in Section 22, Township 42 South, Range 33 East, Glades County, Florida;

Also LESS AND EXCEPT a parcel of land lying in Section 22, Township 42 South, Range 33 East, Glades County, Florida, being more particularly described as follows: Commencing at the Southwest corner of said Section 22, having a coordinate of Northing 895,637.16 and Easting 647,688.83, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run S 89° 57' 30" E along the South line of said Section 22 a distance of 2856.43 feet; thence N 00° 02' 30" E a distance of 40.00 feet to a point on the North right-of-way line of South Central Florida Express Railroad (SCFE) (also known as the Moore Haven and Clewiston Railway and/or Atlantic Coast Line Railway (ACL)) also being the Point of Beginning (having a coordinate of Northing 895,675.09 and Easting 650,545.28) of the parcel of land herein described; thence N 00° 02' 30" E a distance of 27.00 feet; thence S 89° 57' 30" E, parallel with said Railroad right-of-way line, a distance of 755.00 feet; thence N 75° 51' 06" E a distance of 257.00 feet to a point 90.00 feet North of (as measured on a perpendicular) said right-of-way; thence S 89° 57' 30" E, parallel with said Railroad right-of-way line, a distance of 258.00 feet; thence S 84° 20' 57" E a distance of 450.00 feet; thence S 88° 25' 44" E a distance of 600.00 feet; thence S 00° 02' 30" W a distance of 30.00 feet to a point on said Railroad right-of-way line; thence N 89° 57' 30" W, along said Railroad right-of-way line, a distance of 2309.79 feet to the Point of Beginning.

AND:

That part of the Southeast 1/4 of Fractional Section 23, Township 42 South, Range 33 East, Glades County, Florida lying Southerly and Westerly of County Road 720;

LESS AND EXCEPT the North 4 feet of the Southeast 1/4 of said Fractional Section 23 for a County Road;

Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way;

Also LESS AND EXCEPT that portion of the following described parcel of land lying in Section 23, Township 42 South, Range 33 East, Glades County, Florida (hereinafter referred to as "Liberty Point Siding"), being more particularly described as follows:

Commencing at the Southeast corner of said Section 24, having a coordinate of Northing 895,720.05 and Easting 663,512.70, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run S 89° 11' 58" W, along the South line of said Section 24, a distance of 4175.90 feet; thence N 00° 48' 02" W a distance of 40.00 feet to a point on the North right-of-way line of South Central Florida Express Railroad (SCFE) (also known as the Moore Haven and Clewiston Railway and/or Atlantic Coast Line Railway (ACL)) also being the Point of Beginning (having a coordinate of Northing 895,701.69 and Easting 659,336.64) of the parcel of land herein described; thence S 89° 11' 58" W, along said Railroad right-of-way line, a distance of 1106.89 feet; thence continuing along said Railroad right-of-way line, S 89° 51' 38" W a distance of 631.49 feet; thence N 00° 08' 22" W a distance of 22.00 feet; thence N 88° 31' 00" E a distance of 632.00 feet; thence N 78° 26' 18" E a distance of 242.00 feet to a point 82.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 11' 58" E, parallel with said Railroad right-of-way line, a distance of 360.00 feet; thence S 67° 37' 37" E a distance of 105.00; thence S 89° 18' 55" E a distance of 412.00 feet; thence S 00° 48' 02" E a distance of 30.00 feet to the Point of Beginning;

AND:

Commencing at a point being the Center of said Section 23, Township 42 South, Range 33 East; thence bearing S 88° 11' W a distance of 742.5 feet along the East and West center line of said Section to the Point of Beginning; thence bearing S 88° 11' W a distance of 742.5 feet to a point being the Northwest corner of said parcel; thence bearing S 01° 22' E a distance of 2640.0 feet to a point being the Southwest corner of said parcel and a point on the South line of said Section 23; thence bearing N 88° 11' E a distance of 742.5 feet along the South line of said Section to a point being the Southeast corner of said parcel; thence bearing N 01° 22' W a distance of 2640.0 feet to a point being the Northeast corner of said parcel and the Point of Beginning;

LESS AND EXCEPT a 4 foot right-of-way strip for a County road along the North boundary;

Also LESS AND EXCEPT a 40 foot right-of-way strip for the A.C.L. (now South Central Florida Express) Railroad along the South boundary;

AND:

Beginning at a point being the Center of said Section 23, Township 42 South, Range 33 East, being the Northeast corner of said parcel of land, thence S 88° 11' W a distance of 742.5 feet along the East and West center line of said Section to a point being the Northwest corner of said parcel; thence S 01° 22' E a distance of 2640.0 feet to a point being the Southwest corner of said parcel and a point on the South line of said Section; thence N 88° 11' E a distance of 742.5 feet along the South line of said Section to a point being the Southeast corner of said parcel and the 1/4 corner of said Section; thence N 01° 22' W a distance of 2640.0 feet along the North and South center line of said Section to the Point of Beginning;

LESS AND EXCEPT a 4 foot right-of-way strip for a County road on the North boundary;

Also LESS AND EXCEPT a 40 foot right-of-way strip for the A.C.L. (now South Central Florida Express) Railroad in the South boundary.

AND:

That part of the South 1/2 of Fractional Section 24, Township 42 South, Range 33 East, Glades County, Florida lying Southerly and Westerly of County Road 720;

LESS AND EXCEPT the following parcel described in Deed Book 167, page 235 of the Desoto County Public Records being more particularly described as follows:

A strip of land 40 feet wide along the South side of the Southwest 1/4 of Section 24, Township 42 South, Range 33 East, for right-of-way only;

Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way;

Also LESS AND EXCEPT that portion of said "Liberty Point Siding" lying in Section 24, Township 42 South, Range 33 East, Glades County, Florida.

AND:

That part of the North 1/2 of the North 1/2 of Section 25, Township 42 South, Range 33 East, Glades County, Florida lying West of County Road 720;

LESS AND EXCEPT those parcels of land conveyed by A.C. Clewis and Amelia Clewis, his wife, to Moore Haven and Clewiston Railway Company by Warranty Deed dated September 25, 1921, and recorded in Deed Book 1, page 48 of the Glades County, Florida, Public Records described as follows:

Commencing at the Northwest corner of Section 25, Township 42 South, Range 33 East, run East and then Southeasterly along the centerline of the now located Moore Haven & Clewiston tract a distance of 2113 feet to the switch point of the now located Liberty Point Spur; thence at right angles to said centerline in a Northeasterly direction, 40 feet to the Point of Beginning. From this Point of Beginning run 40 feet from and parallel to said centerline in a Southeasterly direction 400 feet, thence at right angles to this line at this point in a Northeasterly direction 110 feet, thence Northwesterly and 150 feet from and parallel to said centerline of tract 400 feet, thence Southwesterly 110 feet to the Point of Beginning. Also a strip of land 40 feet each side of the center line of the Moore Haven and Clewiston Railway Company tract as now located in the North 1/2 of the North 1/2 of Section 25, Township 42 South, Range 33 East;

Also LESS AND EXCEPT the following parcel described in Official Records Book 56, page 913:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 42 South, Range 33 East

lying within 50 feet of the Survey Line for State Road 720, Section 05030, Southerly of Equation Station 157+45.50, Center Line 0503-201-250 Equals Station 14+00 Center Line Survey, said Survey Line & Station being described and located as follows:

Begin on the Southerly boundary of Section 25, Township 42 South, Range 33 East, at a point 22.0 feet Westerly of the Southeast corner of said Section 25 (Northeast corner of Section 36, Township 42 South, Range 33 East), said corner being 5282.66 feet Northerly of the Southeast corner of said Section 36; run thence N 00° 22' W 271.50 feet; thence N 00° 17' W 3580.08 feet; thence N 00°00'00" W 28.42 feet; thence N 00° 26' 30" W 137 feet to Equation Station 157+45.50 Center Line 0503-201-250 Equals Station 14+00 Center Line Survey, and end Survey Line Description;

Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way.

AND:

That part of the North 1/2 of the North 1/2 of Section 26, Township 42 South, Range 33 East, Glades County, Florida lying South of South Central Florida Express Railroad right-of-way.

AND:

The South 1/2 of the North 1/2, and the South 1/2 of Section 28, Township 42 South, Range 33 East, Glades County, Florida;

LESS AND EXCEPT the West 4 acres of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 28;

TOGETHER WITH an access easement over and across the West 50 feet of the North 1/2 of the North 1/2, less the South Central Florida Express Railroad right-of-way, of Section 28, Township 42 South, Range 33 East, Glades County, Florida;

TOGETHER WITH an access easement over and across the North 75 feet of the West 4 acres of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 42 South, Range 33 East, Glades County, Florida;

TOGETHER WITH an access easement over and across the North 75 feet of the East 4 acres of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 42 South, Range 33 East, Glades County, Florida;

TOGETHER WITH all other easement rights contained in that certain Easement Agreement recorded in Official Records Book 165, page 283 of the Public Records of Glades County, Florida.

AND:

All of that part of the North 1/2 of the North 1/2 of Section 29, Township 42 South, Range 33 East, Glades County, Florida lying Southerly of South Central Florida Express Railroad right-of-way;

AND:

A 2.08 acre parcel lying on the East side of Section 29, Township 42 South, Range 33 East, Glades County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of said Section 29; thence S 89° 55' 26" W along the South line of said Section 29, a distance of 32.00 feet; thence N 00° 25' 49" E, along a line lying adjacent, parallel and continuous to the top of the West bank of Disston Island Drainage District's Lateral No. 9 as existing on August 21, 1996, a distance of 3621.80 feet to an intersection with the South line of said East 4 acres of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 29; thence S 89° 58' 49" E, along said South line a distance of 18.00 feet to an intersection with the East line of said Section 29; thence S 00° 12' 32" W along said East line, a distance of 3621.68 feet to the said Southeast corner of Section 29 and the Point of Beginning of this description.

AND:

The North 1/2 of the Northeast 1/4 of Section 30, Township 42 South, Range 33 East, Glades County, Florida.

AND:

Tract SC-200-001 (B)

A strip of land 40 feet wide along the South side of the Southwest 1/4 of Section 24, Township 42 South, Range 33 East;

LESS AND EXCEPT that part lying within the South Central Florida Express Railroad right-of-way as shown on the Right-of-Way and Track Map of the Moore Haven and Clewiston Railway Co. Station 295 to Station 405, dated September 28, 1921, said map being recorded in Official Records Book 22430, at page 935, of the Public Records of Palm Beach County, Florida.

AND:

Parcel SC-200-001-C

That part of Section 21, Township 42 South, Range 33 East, Glades County, Florida lying South of County Road 720;

LESS AND EXCEPT Tracts 1 through 64, inclusive, of the subdivision of Section 21, Township 42 South, Range 33 East as per DeSoto County Plat Book 3, page 44, as recorded in the Public Records of Glades County, Florida;

Also LESS AND EXCEPT South Central Florida Express Railroad right-of-way;

Also LESS AND EXCEPT a strip of land 60 feet wide and 650 feet long, in the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 42 South, Range 33 East, Glades County, Florida; commencing at a point in the centerline of the Moore Haven and Clewiston Railway Company tract at Station 208+95, Moore Haven and Clewiston Railway Company chainage; run thence due North 40 feet to the Point of Beginning of the strip; thence in the same direction 60 feet; thence due East 100 feet from, and parallel to, said centerline, a distance of 650 feet; thence due South 60 feet; thence due West to the Point of Beginning;

Also LESS AND EXCEPT that portion of the following described parcel of land lying in Section 21, Township 42 South, Range 33 East, Glades County, Florida:

Commencing at the Southwest corner of said Section 21, having a coordinate of Northing 895,567.08 and Easting 642,388.57, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run N 89° 14' 33" E, along the South line of said Section 21, a distance of 1798.22 feet; thence N 00° 45' 27" W a distance of 40.00 feet to an intersection with the North right-of-way line of South Central Florida Express Railroad (SCFE) (also known as the Moore Haven and Clewiston Railway and/or Atlantic Coast Line Railway (ACL)) also being the Point of Beginning (having a coordinate of Northing 895,630.85 and Easting 644,186.11) of the parcel of land herein described; thence N 82° 51' 06" E a distance of 365.79 feet; thence N 88° 01' 44" E a distance of 580.00 feet to a point 53.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 14' 33" E, parallel with said Railroad right-of-way line, a distance of 650.00 feet; thence N 73° 46' 35" E a distance of 120.00 feet to a point 85.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 14' 33" E, parallel with said Railroad right-of-way line, a distance of 445.00 feet; thence S 67° 10' 46" E a distance of 105.00 feet to a point 43.00 feet North of (as measured on a perpendicular) said Railroad right-of-way line; thence N 89° 14' 33" E, parallel with said Railroad right-of-way line, a distance of 1250.00 feet; thence S 82° 58' 16" E a distance of 353.15 feet to a point on said Railroad right-of-way line; thence N 89° 57' 30" W, along said Railroad right-of-way line, a distance of 347.43 feet; thence S 89° 14' 33" W, along said Railroad right-of-way line, a distance of 3502.78 feet to the Point of Beginning;

Also LESS AND EXCEPT:

A parcel of land lying in Section 21, Township 42 South, Range 33 East, Glades County, Florida, and being more particularly described as follows:

Commence at the North 1/4 corner of said Section 21; thence run West along the North line of said Section 21 a distance of 491.42 feet; thence South (perpendicular to said North line of Section 21) a distance of 0.80 feet, more or less, to the South right-of-way line of County Road 720, said point being the Point of Beginning; thence continue South 19.20 feet, more or less, to the Northeast corner of those lands excepted from the lands described in Official Records Book 64, page 429, Glades County, Florida (hereinafter referred to as the "Chamberlain Less-out"); thence West along the North line of the said "Chamberlain Less-out" a distance of 223.90 feet to the Northwest corner of said "Chamberlain Less-out"; thence North a distance of 19.26 feet, more or less, to the said South right-of-way line of County Road 720; thence Easterly along said South right-of-way line a distance of 223.90 feet to the Point of Beginning;

Also LESS AND EXCEPT:

A parcel of land lying in Section 21, Township 42 South, Range 33 East, Glades County, Florida, and being more particularly described as follows:

Commence at the North 1/4 corner of said Section 21; thence run West along the North line of said Section 21 a distance of 715.32 feet; thence South (perpendicular to said North line of Section 21) a distance of 0.74 feet, more or less, to the South right-of-way line of County Road 720, said point being the Point of Beginning; thence continue South perpendicular to said North line of Section 21 a distance of 19.26 feet, more or less, to the Northeast corner of those lands described in Official Records Book 70, page 1082, Glades County, Florida; thence West along the North line of those said lands described in Official Records Book 70, page 1082 a distance of 285.00 feet to the Northwest corner of those said lands described in Official Records Book 70, page 1082; thence North perpendicular to the said North line of Section 21 a distance of 19.34 feet, more or less, to the said South right-of-way of County Road 720; thence Easterly along the said South right-of-way of County Road 720 a distance of 285.00 feet to the Point of Beginning;

Also LESS AND EXCEPT:

A parcel of land lying in Section 21, Township 42 South, Range 33 East, Glades County, Florida, and being more particularly described as follows:

From the North 1/4 corner of said Section 21 proceed West along the North line of said Section 21 a distance of 1000.32 feet; thence proceed South, perpendicular to the North line of said Section 21, a distance of 0.66 feet, more or less, to the South right-of-way line of County Road 720 for the Point of Beginning of the following described parcel of land; thence continue South, perpendicular to said North line of Section 21 a distance of 19.34 feet, more or less, to the Northeast corner of that certain parcel described and recorded in Official Records Book 94, page 561, Glades County Public Records; thence West along the North line of said parcel described and recorded in Official Records Book 94, page 561 a distance of 270.00 feet to the Northwest corner of said parcel described and recorded in Official Records Book 94, page 561; thence proceed North, perpendicular to the said North line of Section 21 a distance of 19.41 feet, more or less, to the said South right-of-way of County Road 720; thence Easterly along the said South right-of-way of County Road 720 a distance of 270.00 feet to the Point of Beginning;

Also LESS AND EXCEPT the following described parcel:

The West 20 feet of the Northwest 1/4 of the Northwest 1/4 and also the West 20 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 42 South, Range 33 East, Glades County, Florida.

TOGETHER WITH an easement for ingress and egress over the following described parcel:

The West 20 feet of the Northwest 1/4 of the Northwest 1/4 and also the West 20 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 42 South, Range 33 East, Glades County, Florida.

AND:

Parcel SC-200-002

The following described lands in Hendry County, Florida:

That portion of fractional Section 1, Township 43 South, Range 32 East, lying East of the right-of-way of State Road No. 25 (U.S. 27);

LESS AND EXCEPT the right-of-way of the Flaghole Drainage District;

Also LESS AND EXCEPT a parcel of land in Sections 1 and 12, Township 43 South, Range 32 East, Hendry County, Florida, described in Official Records Book 498, page 1794, of the Public Records of Hendry County, Florida and being more particularly described as follows: Commencing at Northeast corner of said Section 1; thence S 89° 55' 32" W, along the North line of said Section 1, a distance of 167.13 feet; thence S 00° 33' 04" W a distance of 69.97 feet to the Point of Beginning of this description; thence continue S 00° 33' 04" W, a distance of 425.00 feet, crossing into said Section 12; thence S 89° 49' 34" W a distance of 475.00 feet to an intersection with the easterly right-of-way line of U.S. 27 (State Road No. 25); thence N 00° 33' 04" E, along said right-of-way line a distance of 425.00 feet, crossing back into said Section 1; thence N 89° 49' 34" E a distance of 475.00 feet to the said Point of Beginning of this description.

AND:

All of fractional Section 2, Township 43 South, Range 32 East, Hendry County, Florida.

AND:

All of fractional Section 3, Township 43 South, Range 32 East, Hendry County, Florida;

LESS AND EXCEPT the West 100 feet thereof.

AND:

All that part of Section 9, Township 43 South, Range 32 East, Hendry County, Florida lying South of the right-of-way of State Road No. 80.

AND:

All of Section 10, Township 43 South, Range 32 East, Hendry County, Florida;

LESS AND EXCEPT the West 100 feet thereof;

Also LESS AND EXCEPT that part of Sections 6, 7, 8, 9, 10 and 11, EXCEPT the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 43 South, Range 32 East, lying North of and within 50 feet of the survey line of State Road 80, Section 0701, said survey line and said Section 1368+11.65 being located and described as follows: Beginning at the Southeast corner of Section 11, Township 43 South, Range 32 East, run thence S 88° 58' 04" W, a distance of 3696.25 feet; thence S 88° 57' 04" W, a distance of 1500 feet; thence S 89° 01' 49" W, a distance of 8000 feet; thence S 89° 00' 29" W, a distance of 2336.54 feet to the beginning of a curve concave to the Northeasterly having a radius of 1145.92 feet and a total central angle of 33° 09' 20"; thence Northwesterly along said curve 663.11 feet to the end of said curve; thence N 57° 50' 11" W, a distance of 2913.30 feet; thence N 57° 49' 11" W, a distance of 1467.55 feet; thence N 57° 50'

River of Grass Initial Option

11" W, a distance of 5607.85 feet to said Station 1368+11.65 for the beginning of a curve concave to the Southwesterly having a radius of 1145.92 feet and a total central angle of 31° 51' 40"; thence Northwesterly along said curve 637.22 feet to the end of said curve; thence N 89° 41' 51" W, a distance of 6474.43 feet; thence N 89° 43' 31" W, a distance of 3859.68 feet; thence S 89° 55' 09" W, a distance of 2240.32 feet; thence S 89° 53' 49" W, a distance of 4142 feet; thence N 89° 58' 11" W, a distance of 2493.95 feet; thence N 89° 57' 11" W, a distance of 1064.05 feet; thence N 89° 59' 31" W a distance of 2000 feet; thence N 89° 57' 11" W, a distance of 1009.73 feet to the Northwest corner of Section 4, Township 43 South, Range 31 East.

AND:

All of Section 11, Township 43 South, Range 32 East, Hendry County, Florida;
LESS AND EXCEPT the right-of-way of State Road No. 80.

AND:

That portion of Section 12, Township 43 South, Range 32 East, Hendry County, Florida, lying West of the right-of-way of State Road No. 25 (U.S. 27);
LESS AND EXCEPT the North 330 feet thereof;
Also LESS AND EXCEPT the right-of-way of State Road No. 80;
Also LESS AND EXCEPT the right-of-way of Flaghole Drainage District;

AND:

That portion of Section 12, Township 43 South, Range 32 East, Hendry County, Florida, lying East of the right-of-way of State Road No. 25 (U.S. 27);
LESS AND EXCEPT the right-of-way of State Road No. 80;
Also LESS AND EXCEPT the right-of-way of Flaghole Drainage District;
Also LESS AND EXCEPT the parcel of land lying in Section 12, Township 43 South, Range 32 East, more particularly described as follows: From the Northeast corner of said Section 12, Township 43 South, Range 32 East, Hendry County, Florida, run S 89° 05' 01" W, along the North line of said Section 12, a distance of 644.09 feet to the East right-of-way line of U.S. Highway 27; thence S 00° 33' 01" W, along said right-of-way line, a distance of 335.19 feet to the Point of Beginning, said Point of Beginning being 495 feet, S 00° 33' 01" W of the county line between Glades and Hendry Counties; run thence S 00° 33' 01" W, a distance of 250 feet; thence N 89° 49' 31" E, parallel to the county line, a distance of 300 feet; thence N 00° 33' 01" E, a distance of 250 feet; thence S 89° 49' 31" W, a distance of 300 feet to the Point of Beginning;
Also LESS AND EXCEPT that parcel of land described in Official Records Book 498, page 1794, of the Public Records of Hendry County, Florida.

AND:

All of Section 13, Township 43 South, Range 32 East, Hendry County, Florida;

LESS AND EXCEPT the right-of-way of State Road No. 80.

AND:

All of Section 14, Township 43 South, Range 32 East, Hendry County, Florida;
LESS and EXCEPT the right-of-way of State Road No. 80.

AND:

All of Section 15, Township 43 South, Range 32 East, Hendry County, Florida;
LESS AND EXCEPT the right-of-way of County Road No. 833 (formerly known as
State Road No. 833);
Also LESS AND EXCEPT the right-of-way of State Road No. 80;
Also LESS AND EXCEPT that part of the Southwest 1/4 of Section 15, Township 43
South, Range 32 East, Hendry County, Florida lying Easterly of the right-of-way of
County Road No. 833 (formerly known as State Road No. 833).

AND:

All of Section 16, Township 43 South, Range 32 East, Hendry County, Florida;
LESS AND EXCEPT the right-of-way of State Road No. 80;
Also LESS AND EXCEPT the right-of-way of County Road No. 833 (formerly known as
State Road No. 833).

AND:

All of Section 24, Township 43 South, Range 32 East, Hendry County, Florida.

AND:

All of Section 25, Township 43 South, Range 32 East, Hendry County, Florida.

AND:

All of Section 36, Township 43 South, Range 32 East, Hendry County, Florida.

AND:

All of fractional Section 6, Township 43 South, Range 33 East, Hendry County, Florida;
LESS AND EXCEPT the right-of-way of the Flaghole Drainage District.

AND:

All of Section 7, Township 43 South, Range 33 East, Hendry County, Florida;
LESS AND EXCEPT the right-of-way of State Road No. 25 (U.S. 27);
Also LESS AND EXCEPT the right-of-way of the Flaghole Drainage District.

AND:

All of Section 18, Township 43 South, Range 33 East, Hendry County, Florida;

LESS AND EXCEPT the right-of-way of U.S. Highway No. 27;

Also LESS AND EXCEPT that portion of the Northeast 1/4 of Section 18, Township 43 South, Range 33 East, Hendry County, Florida, being described as follows: Commence at the Northeast corner of said Section 18; thence along the East line of said Section 18, S 00° 08' 03" E, 30.00 feet to the South existing right-of-way line of State Road 25 (U. S. 27) per Section 07030-2109 for a Point of Beginning; thence continue along said East line, S 00° 08' 03" E, 10.00 feet; thence S 89° 24' 15" W, 650.35 feet; thence N 00° 35' 45" W, 10.00 feet to said South existing right-of-way line; thence along said South existing right-of-way line, N 89° 24' 15" E, 650.43 feet to the Point of Beginning.

AND:

All of Section 19, Township 43 South, Range 33 East, Hendry County, Florida.

AND:

All of Section 30, Township 43 South, Range 33 East, Hendry County, Florida.

AND:

All of Section 31, Township 43 South, Range 33 East, Hendry County, Florida.

AND:

Parcel SC-200-003

That part of Section 25, Township 43 South, Range 34 East, Hendry County, Florida lying East of County Road 835 right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida.

AND:

That part of Section 36, Township 43 South, Range 34 East, Hendry County, Florida lying North and East of SCFE Railroad right-of-way;

LESS AND EXCEPT the West 1380 feet thereof.

AND:

Parcel SC-200-004 (A)

The South 1/2 of Section 2, Township 44 South, Range 34 East, Hendry County, Florida;

LESS and EXCEPT a strip of land 100 feet wide off the East side of the Southeast 1/4, Section 2, Township 44 South, Range 34 East, Hendry County, Florida, beginning on the

North line of said Southeast 1/4 of Section 2 and extending Southward to the South line of Section 2;

Also LESS AND EXCEPT the North 60 feet of the South 1/2 of Section 2, Township 44 South, Range 34 East, less the West 240 feet;

Also LESS AND EXCEPT the East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 2, Township 44 South, Range 34 East, less the North 60 feet thereof;

Also LESS AND EXCEPT the West 300 feet of the South 1/2 of Section 2, Township 44 South, Range 34 East.

AND:

All of Section 11, Township 44 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

Also LESS AND EXCEPT a strip of land 100 feet wide off the East side of Section 11, Township 44 South, Range 34 East, Hendry County, Florida, beginning at the North line of said Section 11 and extending Southward to the South line of said Section 11;

Also LESS AND EXCEPT the South 100 feet of Section 11, Township 44 South, Range 34 East, less the Westerly 300 feet reserved for the West Boundary, and the East 100 feet reserved for State Road 832 (now County Road 835) right-of-way;

Also LESS AND EXCEPT the East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 11, Township 44 South, Range 34 East, less the South 100 feet thereof;

Also LESS AND EXCEPT the West 300 feet of Section 11, Township 44 South, Range 34 East.

AND:

All of Section 12, Township 44 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

Also LESS AND EXCEPT the West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 12, Township 44 South, Range 34 East, less the South 100 feet thereof;

Also LESS AND EXCEPT the East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 12, Township 44 South, Range 34 East, less the South 100 feet thereof;

Also LESS AND EXCEPT the East 45 feet of the Northeast 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the East 1/2 of Section 12, Township 44 South, Range 34 East, less the South 100 feet thereof;

Also LESS AND EXCEPT the South 100 feet of Section 12, Township 44 South, Range 34 East.

AND:

All of Section 13, Township 44 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

Also LESS AND EXCEPT the South 200 feet of the West 80 feet of Section 13, Township 44 South, Range 34 East;

Also LESS AND EXCEPT the West 45 feet of Section 13, Township 44 South, Range 34 East, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

Also LESS AND EXCEPT the East 45 feet of the West 1/2 and the West 45 feet of the East 1/2 of Section 13, Township 44 South, Range 34 East, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

Also LESS AND EXCEPT the East 45 feet of Section 13, Township 44 South, Range 34 East, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

Also LESS AND EXCEPT the South 150 feet of Section 13, Township 44 South, Range 34 East;

Also LESS AND EXCEPT the public roadway under the maintenance of Hendry County near the Southwest corner of Section 13, Township 44 South, Range 34 East, connecting County Road 835 and Rogers Road.

AND:

All of Section 14, Township 44 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

Also LESS AND EXCEPT the East 45 feet of the West 1/2 and the West 45 feet of the East 1/2 of Section 14, Township 44 South, Range 34 East, less the South 217 feet thereof;

Also LESS AND EXCEPT the East 140 feet of the West 300 feet of Section 14, Township 44 South, Range 34 East;

Also LESS AND EXCEPT a parcel of land in Section 14, Township 44 South, Range 34 East, being more particularly described as follows:

Begin at a found 1 1/4 inch pipe with a state brass cap marking the Southwest corner of said Section 14; thence, bear N 89° 40' 22" E, along the South line of said Section 14, a distance of 130.01 feet to a line that is 130.00 feet Easterly of, as measured at right angles to and parallel with the West line of said Section 14; thence, N 00° 15' 54" E, along said parallel line, a distance of 5247.57 feet to the point of curvature of a curve to the left, concave Westerly and having a radius of 310.00 feet; thence, Northerly along the arc of said curve, a distance of 32.15 feet more or less to the North line of said Section 14; thence, Westerly along said North line of Section 14, a distance of 128.33 feet more or less to a found railroad rail marking the Northwest corner of said Section 14; thence, S 00° 15' 54" W, along the West line of said Section 14, a distance of 5281.01 feet to the Point of Beginning;

Also LESS AND EXCEPT the South 117 feet of Section 14, Township 44 South, Range 34 East, Hendry County, Florida;

Also LESS AND EXCEPT a strip of land 100 feet wide off the East side of Section 14, Township 44 South, Range 34 East, Hendry County, Florida, beginning at the North line of said Section 14 and extending Southward to a point 117 feet North of the South line of the Section; also a strip of land 100 feet wide North of and adjacent to a line 117 feet North of and parallel to the South line of said Section, beginning on the East at a point 100 feet West of the East line of the Section and extending Westward to the West line of said Section 14; also the additional area necessary near the Southeast corner of the Section to connect the two strips which intersect at approximately right angles with a curve which has a radius of 141 feet; also the West 191 feet of the South 117 feet of the Section;

Also LESS AND EXCEPT the right-of-way for State Road 832 (now County Road 835).

AND:

All that part of said Section 14, described as follows:

From a found 1-1/4 inch pipe with a state brass cap marking the Southwest corner of said Section 14; thence N 89° 40' 22" E, along the South line of said Section 14, a distance of 2602.45 feet to the Point of Beginning; thence continue N 89° 40' 22" E, along said South line, a distance of 112.88 feet; thence N 74° 58' 39" W, a distance of 37.79 feet; thence S 89° 40' 22" W, a distance of 40.00 feet; thence S 74° 19' 23" W, a distance of 37.79 feet to the Point of Beginning.

AND:

That part of Section 23, Township 44 South, Range 34 East, Hendry County, Florida; lying South and East of the right-of-way of County Road 835;

LESS AND EXCEPT the North 90 feet of the West 100 feet of said Section 23;

Also LESS AND EXCEPT a parcel of land in the Northwest 1/4 of Section 23, Township 44 South, Range 34 East, being more particularly described as follows:

From a 1 1/4 inch pipe with state brass cap marking the Northwest (NW) corner of said Section 23 bear S 00° 30' 27" E, along the West line of said Section 23, a distance of

40.00 feet to the Point of Beginning; thence continue S 00° 30' 27" E, along said line, a distance of 187.21 feet; thence N 89° 29' 33" E, a distance of 400.58 feet to the point of curvature of a curve to the left having a central angle of 29° 29' 33" and a radius of 400 feet; thence Northeasterly along the arc of said curve, a distance of 205.90 feet to the point of tangency; thence N 60° 00' 00" E, a distance of 239.37 feet to the point of curvature of a curve to the right having a central angle of 14° 57' 41" and a radius of 152.58 feet; thence Northeasterly along the arc of said curve, a distance of 39.84 feet to the end of said curve; thence S 89° 40' 22" W, along a line that is 40 feet Southerly of, as measured at right angles to and parallel with the North line of said Section 23, a distance of 842.69 feet to the Point of Beginning;

Also LESS AND EXCEPT all that part of Section 23, Township 44 South, Range 34 East, lying Northerly of the following specifically described line:

From a 1 1/4 inch pipe with State brass cap marking the Northwest corner of said Section 23, bear S 00° 30' 27" E, along the West line of said Section 23, a distance of 40.00 feet to the Point of Beginning; thence N 89° 40' 22" E, along a line that is 40 feet Southerly of, parallel and as measured at right angles to, the North line of said Section 23, a distance of 5062.06 feet; thence S 77° 41' 46" E, a distance of 183.16 feet; thence N 89° 40' 22" E, a distance of 42 feet, more or less, to the East line of said Section 23 and the end of the specifically described line;

AND:

A parcel of land in Section 23, Township 44 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

From a 1 1/4 inch pipe with state brass cap marking the Northwest corner of said Section 23, bear N 89° 40' 22" E, along the North line of said Section 23, a distance of 2602.45 feet to the Point of Beginning; thence, continue N 89° 40' 22" E, along said North line a distance of 112.88 feet; thence S 74° 58' 39" E, a distance of 151.11 feet to a line that is 40 feet Southerly of as measured at right angles to and parallel with the North line of said Section 23; thence S 89° 40' 22" W, along said 40 foot parallel line a distance of 404.32 feet; thence N 74° 19' 23" E, a distance of 151.11 feet to the Point of Beginning.

AND:

All of Section 24, Township 44 South, Range 34 East, Hendry County, Florida;
LESS AND EXCEPT the North 80 feet thereof.

AND:

All of Section 25, Township 44 South, Range 34 East, Hendry County, Florida.

AND:

All of Section 26, Township 44 South, Range 34 East, Hendry County, Florida;
LESS AND EXCEPT the West 100 feet thereof.

AND:

All of Section 35, Township 44 South, Range 34 East, Hendry County, Florida;
LESS AND EXCEPT the West 75 feet thereof;
Also LESS AND EXCEPT the South 130 feet thereof.

AND:

All of Section 36, Township 44 South, Range 34 East, Hendry County, Florida;
LESS AND EXCEPT the South 50 feet thereof.

AND:

All of Section 1, Township 45 South, Range 34 East, Hendry County, Florida;
LESS AND EXCEPT the North 130 feet thereof.

AND:

All of Section 2, Township 45 South, Range 34 East, Hendry County, Florida;
LESS AND EXCEPT the North 130 feet thereof;
Also LESS AND EXCEPT the West 75 feet thereof.

AND:

Parcel SC-200-004 (B)

A strip of land 80 feet in width, the center line of which is 200 feet East and parallel to the West line of the Southwest 1/4 of Section 2, Township 44 South, Range 34 East, Hendry County, Florida, extending from the North line to the South line of the said Southwest 1/4 Section;

AND:

The North 60 feet of the South 1/2 of Section 2, Township 44 South, Range 34 East, Hendry County, Florida, less the West 240 feet, and the East 100 feet;

AND:

The East 60 feet of the West 300 feet of the South 1/2 of Section 2, Township 44 South, Range 34 East, Hendry County, Florida, less the North 60 feet thereof;

AND:

The East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 2, Township 44 South, Range 34 East, Hendry County, Florida, less the North 60 feet thereof.

AND:

A strip of land 80 feet in width, the center line of which is 200 feet East and parallel to the West line of Section 11, Township 44 South, Range 34 East, Hendry County, Florida, extending from the North line to the South line of said Section;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

AND:

The East 60 feet of the West 300 feet of Section 11, Township 44 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

AND:

The South 100 feet of Section 11, Township 44 South, Range 34 East, Hendry County, Florida, less the Westerly 300 feet reserved for the West Boundary, and the East 100 feet reserved for State Road 832 (now County Road 835) right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

AND:

The East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the east 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 11, Township 44 South, Range 34 East, Hendry County, Florida, less the South 100 feet thereof.

AND:

The West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 12, Township 44 South, Range 34 East, Hendry County, Florida, less the South 100 feet thereof;

AND:

The East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 12, Township 44 South, Range 34 East, Hendry County, Florida, less the South 100 feet thereof;

AND:

The East 45 feet of the Northeast 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the East 1/2 of Section 12, Township 44 South, Range 34 East, Hendry County, Florida, less the South 100 feet thereof;

AND:

The South 100 feet of Section 12, Township 44 South, Range 34 East Hendry County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida.

AND:

The West 45 feet of Section 13, Township 44 South, Range 34 East, Hendry County, Florida, less the South 200 feet;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

Also LESS AND EXCEPT the public roadway under the maintenance of Hendry County near the Southwest corner of Section 13, Township 44 South, Range 34 East connecting County Road 835 and Rogers Road;

AND:

The East 45 feet of the West 1/2 and the West 45 feet of the East 1/2 of Section 13, Township 44 South, Range 34 East, Hendry County, Florida, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

AND:

The East 45 feet of Section 13, Township 44 South, Range 34 East, Hendry County, Florida, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

AND:

The South 150 feet of Section 13, Township 44 South, Range 34 East, Hendry County, Florida, less the West 80 feet;

Also LESS AND EXCEPT the public roadway under the maintenance of Hendry County near the Southwest corner of Section 13, Township 44 South, Range 34 East connecting County Road 835 and Rogers Road.

AND:

The East 45 feet of the West 1/2 and the West 45 feet of the East 1/2 of Section 14, Township 44 South, Range 34 East, Hendry County, Florida, less the South 217 feet;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 797, page 1101 of the Public Records of Hendry County, Florida;

AND:

The East 60 feet of the West 300 feet of Section 14, Township 44 South, Range 34 East, Hendry County, Florida, less the South 217 feet;

AND:

A strip of land 80 feet in width, the center line of which is 200 feet East and parallel to the West line of Section 14, Township 44 South, Range 34 East, extending from the North line to the South line of said Section, less the South 217 feet.

AND:

That part of the West 100 feet of Section 26, Township 44 South, Range 34 East, Hendry County, Florida lying Easterly and Southerly of the right-of-way of County Road 835.

AND:

Parcel SC-200-005

The West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 12, Township 46 South, Range 32 East, Hendry County, Florida.

AND:

All of Section 13, Township 46 South, Range 32 East, Hendry County, Florida.

AND:

The South 50 feet of Sections 22 and 23 in Township 46 South, Range 32 East, Hendry County, Florida, lying Northerly and Easterly of County Road 833 right-of-way.

AND:

All of Section 24, Township 46 South, Range 32 East, Hendry County, Florida.

AND:

All of Section 25, Township 46 South, Range 32 East, Hendry County, Florida;

LESS AND EXCEPT that part lying within the County Road 833 right-of-way;

Also LESS AND EXCEPT the following described parcel ("Tower Site"):

Commence at the Northeast corner of Section 25, Township 46 South, Range 32 East, Hendry County, Florida; thence S 00° 13' 08" E along the East line of said Section 25, a distance of 317.80 feet to the South right-of-way line of County Road 833; thence S 89° 02' 10" W along said South right-of-way line, a distance of 35.00 feet to the Point of Beginning; thence S 00° 13' 08" E along a line 35.00 feet West of, and parallel with the said East line of Section 25, a distance of 290.02 feet to a point on a line being 290.00 feet South of, and parallel with, said South right-of-way line of County Road 833; thence S 89° 02' 10" W along said line lying 290.00 feet South of, and parallel with the South right-of-way line, a distance of 245.02 feet; thence N 00° 13' 08" W along a line 280.00 feet West of, and parallel with said East line of Section 25, a distance of 290.02 feet to the said South right-of-way line of County Road 833; thence N 89° 02' 10" E along said South right-of-way line, a distance of 245.02 feet to the Point of Beginning.

AND:

All of Section 26, Township 46 South, Range 32 East, Hendry County, Florida;
LESS AND EXCEPT that part lying within the County Road 833 right-of-way.

AND:

All of Section 27, Township 46 South, Range 32 East, Hendry County, Florida;
LESS AND EXCEPT that part lying within the County Road 833 right-of-way;
Also LESS AND EXCEPT that part lying within the County Road 846 right-of-way;
Also LESS AND EXCEPT a parcel of land in Section 27, Township 46 South, Range 32 East, Hendry County, Florida more particularly described as follows:
From the Point of Beginning being the Northwest corner of Section 27, Township 46 South, Range 32 East, proceed N 89° 09' 46" E along the North line of said Section 27 a distance of 522.38 feet, more or less, to the centerline of County Road No. 846 as laid out and in use; thence proceed S 01° 34' 11" E along said road centerline a distance of 241.32 feet; thence proceed S 00° 58' 41" E along said road centerline a distance of 5034.27 feet, more or less, to the South line of said Section 27; thence proceed S 89° 09' 26" W along the South line of said Section 27 a distance of 546.38 feet, more or less, to the Southwest corner of said Section 27; thence proceed N 00° 44' 40" W along the West line of said Section 27 a distance of 5275.61 feet to the Point of Beginning.

AND:

That part of Section 34, Township 46 South, Range 32 East, Hendry County, Florida, lying East of the County Road 846 right-of-way;
LESS AND EXCEPT a parcel of land in Section 34, Township 46 South, Range 32 East, Hendry County, Florida more particularly described as follows:
From the Southwest corner of Section 34, Township 46 South, Range 32 East, proceed N 88° 55' 25" E along the South line of said Section 34 a distance of 89.62 feet to the Southeasterly right-of-way of County Road No. 846 as laid out and in use for the Point of Beginning of the herein described parcel of land; thence proceed Northeasterly and then Northerly 1532.67 feet along said road right-of-way, which is a curve being concave to the Northwest, having a radius of 1959.86 feet and whose long chord bears N 21° 25' 32" E and is 1493.32 feet long; thence proceed S 0° 54' 51" E a distance of 1380.19 feet to the South line of said Section 34; thence proceed S 88° 55' 25" W along said South line of Section 34 a distance of 567.83 feet to the Point of Beginning.

AND:

All of Section 35, Township 46 South, Range 32 East, Hendry County, Florida.

AND:

All of Section 36, Township 46 South, Range 32 East, Hendry County, Florida.

AND:

That part of Section 1, Township 47 South, Range 32 East, Hendry County, Florida, lying North of the Deer Fence Canal right-of-way.

AND:

That part of Section 2, Township 47 South, Range 32 East, Hendry County, Florida, lying North of the Deer Fence Canal right-of-way.

AND:

That part of the approximate Easterly 4650 feet of Section 3, Township 47 South, Range 32 East, Hendry County, Florida, lying North of the Deer Fence Canal right-of-way.

All of the above lying in Hendry County, Florida and being more particularly described in the following three parcels:

Parcel 1) Devil's Garden Citrus South

From the Point of Beginning, being the Southeast corner of said Section 36, Township 46 South, Range 32 East, run N 00° 15' 14" W along the East lines of Section 36, Township 46 South, Range 32 East and Section 25, Township 46 South, Range 32 East, a distance of 10,307.01 feet to the South right-of-way line of County Road No. 833; thence run S 89° 01' 49" W along said right-of-way a distance of 1,230.78 feet; thence run S 89° 00' 12" W along said road right-of-way a distance of 3,541.46 feet; thence run S 89° 02' 09" W along said right-of-way a distance of 5,884.04 feet; thence run S 89° 04' 56" W along said road right-of-way a distance of 4,239.44 feet to a curve; thence run 613.55 feet along said curve being concave to the Northeast, having a radius of 622.96 feet and whose long chord bears N 62° 42' 09" W and is 589.05 feet long, to intersect with the East right-of-way line of County Road 846; thence run S 01° 34' 11" E along said right-of-way a distance of 228.52 feet; thence run S 0° 58' 41" E along said right-of-way a distance of 9,007.96 feet; thence, leaving said road right-of-way at a curve, run S 00° 54' 51" E a distance 1,380.19 feet to the South line of said Section 34, Township 46 South, Range 32 East; thence run S 00° 54' 51" E a distance of 579.97 feet to the North right-of-way line of the Deer Fence Canal; thence run N 88° 24' 19" E along said canal right-of-way a distance of 4,650.32 feet to the East line of said Section 3, Township 47 South, Range 32 East; thence run N 88° 08' 50" E along said canal right-of-way a distance of 5,314.20 feet to the East line of said Section 2, Township 47 South, Range 32 East; thence run N 88° 06' 18" E along said canal right-of-way a distance of 5,316.88 feet to the East line of said Section 1, Township 47 South, Range 32 East;

thence run N 00° 21' 23" W along the East line of said Section 1, Township 47 South, Range 32 East a distance of 389.96 feet to the Point of Beginning;

LESS AND EXCEPT the following described parcel ("Tower Site"):

Commence at the Northeast corner of Section 25, Township 46 South, Range 32 East, Hendry County, Florida; thence S 00° 13' 08" E along the East line of said Section 25, a distance of 317.80 feet to the South right-of-way line of County Road 833; thence S 89° 02' 10" W along said South right-of-way line, a distance of 35.00 feet to the Point of Beginning; thence S 00° 13' 08" E along a line 35.00 feet West of, and parallel with the said East line of Section 25, a distance of 290.02 feet to a point on a line being 290.00 feet South of, and parallel with, said South right-of-way line of County Road 833; thence S 89° 02' 10" W along said line lying 290.00 feet South of, and parallel with the South right-of-way line, a distance of 245.02 feet; thence N 00° 13' 08" W along a line 280.00 feet West of, and parallel with said East line of Section 25, a distance of 290.02 feet to the said South right-of-way line of County Road 833; thence N 89° 02' 10" E along said South right-of-way line, a distance of 245.02 feet to the Point of Beginning.

Parcel 2) Devil's Garden Citrus North

From the Point of Beginning, being the Northwest corner of said Section 12, Township 46 South, Range 32 East, run S 00° 17' 32" E along the West line of said Section 12, Township 46 South, Range 32 East a distance of 5,311.04 feet to the Northwest corner of said Section 13, Township 46 South, Range 32 East; thence run S 00° 19' 50" E along the West line of said Section 13, Township 46 South, Range 32 East, a distance 5,307.65 feet to the Northwest corner of said Section 24, Township 46 South, Range 32 East; thence run S 00° 22' 21" E along the West line of said Section 24, Township 46 South, Range 32 East a distance of 5,306.92 feet to the Northwest corner of said Section 25, Township 46 South, Range 32 East; thence run S 00° 20' 48" E along the West line of said Section 25, Township 46 South, Range 32 East, a distance of 202.15 feet to the North right-of-way line of County Road No. 833, thence run N 89° 02' 09" E along said right-of-way a distance of 564.73 feet; thence run N 89° 00' 12" E along said right-of-way a distance of 3,541.45 feet; thence run N 89° 01' 49" E along said right-of-way a distance of 1,232.05 feet to the East line of said Section 25, Township 46 South, Range 32 East; thence run N 00° 15' 14" W along the East line of said Section 25, Township 46 South, Range 32 East, Section 24, Township 46 South, Range 32 East, Section 13, Township 46 South, Range 32 East a distance of 10,844.79 feet to the Northeast corner of said Section 13, Township 46 South, Range 32 East; thence run S 88° 42' 54" W along the North line of said Section 13, Township 46 South, Range 32 East a distance of 2,678.54 feet to the Southeast corner of the Southwest 1/4 of said Section 12, Township 46 South, Range 32 East; thence run N 00° 16' 23" W along the East line of the Southwest 1/4 of said Section 12, Township 46 South, Range 32 East, a distance of 2,656.00 feet to the Northeast corner of the Southwest 1/4 of said Section 12, Township 46 South, Range 32 East; thence run S 88° 42' 19" W along the North line of the Southwest 1/4 of

said Section 12, Township 46 South, Range 32 East a distance of 1,339.72 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of said Section 12, Township 46 South, Range 32 East; thence run N 00° 16' 58" W along the East line of the West 1/2 of the Northwest 1/4 of said Section 12, Township 46 South, Range 32 East a distance of 2655.76 feet to the North line of said Section 12, Township 46 South, Range 32 East; thence run S 88° 41' 44" W along the North line of said Section 12, Township 46 South, Range 32 East a distance of 1,340.17 feet to the Point of Beginning.

Parcel 3)

That part of Sections 26 and 27, and that part of the South 50 feet of Sections 22 and 23, Township 46 South, Range 32 East, Hendry County, Florida lying Northerly and Easterly of County Road 833 right-of-way.

AND:

Parcel SC-200-007 (A)

All of Section 29, Township 43 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the East 120 feet of said Section 29;

Also LESS AND EXCEPT the West 210 feet of the South 750 feet of the East 330 feet thereof.

AND:

All of Section 30, Township 43 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

All of Section 31, Township 43 South, Range 35 East, Palm Beach County, Florida, lying North and East of the South Central Florida Express Railroad right-of-way;

LESS AND EXCEPT a strip of land 40 feet in width lying within Section 31, Township 43 South, Range 35 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 31; thence S 00° 03' 32" W, along the East line of said Section 31, a distance of 1.00 feet to the Point of Beginning; thence continue Southerly along said East line, a distance of 40.00 feet; thence S 89° 51' 40" W, along a line 41.00 feet South of and parallel with the North line of said Section 31, a distance of 2166.98 feet; thence S 87° 57' 03" W, departing said parallel line a distance of 359.70 feet; thence N 02° 28' 31" W, a distance of 40.00 feet, thence N 87° 57' 03" E,

a distance of 360.67 feet; thence N 89° 51' 40" E, along a line 1.00 feet South of and parallel with said North line of Section 31 a distance of 2167.38 feet to the Point of Beginning.

AND:

Section 32, Township 43 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT a strip of land lying within Section 32, Township 43 South, Range 35 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 32; thence S 00° 03' 32" W, along the West line of said Section 32, a distance of 5.00 feet to the Point of Beginning; thence N 89° 50' 05" E, along a line 5.00 feet South of and parallel to the North line of said Section 32, a distance of 5,227.44 feet; thence S 00° 01' 39" W, along a line 53.53 feet West of and parallel with the East line of said Section 32, a distance of 2,635.02 feet to the South line of the Northeast 1/4 of said Section 32; thence S 89° 50' 01" W, along said South line a distance of 55.00 feet; thence N 00° 01' 39" E, along a line 108.53 feet West of and parallel with the East line of said Section 32 a distance of 2589.98 feet; thence S 89° 50' 05" W, along a line 50.00 feet South of and parallel with the North line of said Section 32 a distance of 5,172.47 feet to a point on the West line of said Section 32; thence N 00° 03' 32" E, along said West line a distance of 45.00 feet to the Point of Beginning;

Also LESS AND EXCEPT the North 5.00 feet of the East 330.00 feet of said Section 32;

Also LESS AND EXCEPT the East 53.53 feet of the Northeast 1/4 of said Section 32;

Also LESS AND EXCEPT a parcel of land in the Northeast 1/4 of said Section 32 more particularly described as follows:

Commencing from the Northeast corner of Section 32, Township 43 South, Range 35 East, S 89° 50' 33" W, along the North line of said Section 32, a distance of 1350.00 feet; thence S 00° 08' 29" E, a distance of 50.00 feet to the Point of Beginning, thence N 89° 50' 33" E, along a line 50.00 feet South of and parallel with the North Line of said Section 32, a distance of 1241.47; thence S 00° 08' 29" E, along a line 108.53 feet West of and parallel with the East line of said Section 32, a distance of 1261.95 feet; thence S 89° 40' 59" W, a distance of 388.58 feet; thence N 00° 08' 06" W, a distance of 678.05 feet; thence S 89° 58' 02" W, a distance of 220.26 feet; thence N 00° 08' 06" W, a distance of 134.50 feet; thence S 89° 50' 33" W, a distance of 632.72 feet; thence N 00° 08' 29" W, a distance of 450.00 feet to the Point of Beginning.

AND:

All that part of the South 1/2 of Section 2, Township 44 South, Range 35 East, Palm Beach County, Florida lying South of the South Central Florida Express Railroad right-of-way and West of Miami Canal (now Levee 25) right-of-way.

AND:

All that part of the South 1/2 of Section 3, Township 44 South, Range 35 East, Palm Beach County, Florida lying South of South Central Florida Express Railroad right-of-way.

AND:

All that part of the South 1/2 of Section 4, Township 44 South, Range 35 East, Palm Beach County, Florida lying South of South Central Florida Express Railroad right-of-way;

LESS AND EXCEPT the East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 4, Township 44 South, Range 35 East, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

Also LESS AND EXCEPT the West 45 feet of the Southwest 1/4 of Section 4, Township 44 South, Range 35 East, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way.

AND:

All of Section 5, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

Also LESS AND EXCEPT the East 45 feet of the Southeast 1/4 of Section 5, Township 44 South, Range 35 East, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

Also LESS AND EXCEPT the East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 5, Township 44 South, Range 35 East, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

Also LESS AND EXCEPT the West 45 feet of the Southwest 1/4 of Section 5, Township 44 South, Range 35 East, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

Also LESS AND EXCEPT a parcel of land lying in Section 5, Township 44 South, Range 35 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at a National Geodetic Survey Monument, PID AD8169, Designation G212, having a coordinate of Northing 843,087.25 and Easting 713,276.28, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run N 39° 43' 51" W (basis of bearings is State Plane Coordinate, Florida East Zone, North American Datum 1983(2007), and referenced with a bearing of N 46° 34' 58" W and a distance of 53,610.39 feet between National Geodetic Survey Monuments PID AD8240 and PID AD8169) a distance of 16,949.49 feet to a point on the South right-of-way line of the South Central Florida Express (SCFE) Railroad with a coordinate of Northing 856,122.36 and Easting 702,442.47, said point being the Point of Beginning of the parcel of land herein described; thence S 00° 13' 32" E, a distance of 60.00 feet; thence S 89°

46' 28" W parallel with said Railroad right-of-way line, a distance of 1058.43 feet; thence N 00° 11' 28" E, a distance of 60.00 feet to a point on the South right-of-way line of said Railroad and being hereinafter referred to as "Point A"; thence N 89° 46' 28" E along said right-of-way line, a distance of 1057.99 feet to the Point of Beginning; AND: Commence at the aforementioned "Point A" and run S 89° 46' 28" W, along the South line of said Railroad right-of-way, a distance of 90.00 feet to the Point of Beginning of the parcel of land herein described; thence S 00° 11' 28" W, a distance of 60.00 feet; thence S 89° 46' 28" W, parallel with said Railroad right-of-way line, a distance of 372.95 feet; thence S 61° 22' 15" W, a distance of 126.13 feet to a point 120.00 feet South of (as measured on a perpendicular) said right-of-way line; thence S 89° 46' 28" W parallel with said Railroad right-of-way line, a distance of 759.81 feet; thence N 37° 54' 06" W, a distance of 75.81 feet to a point 60.00 feet South of (as measured on a perpendicular) said right-of-way line; thence S 89° 46' 28" W parallel with said Railroad right-of-way line, a distance of 1260.36 feet; thence N 00° 10' 34" E, a distance of 60.00 feet to a point on the South line of said right-of-way; thence N 89° 46' 28" E along said Railroad right-of-way line, a distance of 2550.43 feet to the Point of Beginning.

AND:

All of Section 6, Township 44 South, Range 35 East, Palm Beach County, Florida;
LESS AND EXCEPT South Central Florida Express Railroad right-of-way;
Also LESS AND EXCEPT that part of the Northwest 1/4 of said Section 6 lying South of the South Central Florida Express Railroad right-of-way;
Also LESS AND EXCEPT the North 60 feet of the Southwest 1/4 of Section 6, Township 44 South, Range 35 East, Palm Beach County, Florida, lying West of the right-of-way for the Seaboard Coastline (now South Central Florida Express) Railroad;
Also LESS AND EXCEPT the East 45 feet of the Southeast 1/4 of Section 6, Township 44 South, Range 35 East, less the right-of-way reserved for the Seaboard Coastline (now South Central Florida Express) Railroad;
Also LESS AND EXCEPT the East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 6, Township 44 South, Range 35 East, less the Northerly portion owned by the Seaboard Coastline (now South Central Florida Express) Railroad;
Also LESS AND EXCEPT the West 45 feet of the Southwest 1/4 of Section 6, Township 44 South, Range 35 East, less the North 60 feet thereof.

AND:

All of Section 7, Township 44 South, Range 35 East, Palm Beach County, Florida;
LESS AND EXCEPT Seaboard Coastline Railroad (now South Central Florida Express) right-of-way;
Also LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT that portion of Section 7 being more particularly described as follows and lying West of the Seaboard Coastline Railroad (now South Central Florida Express) right-of-way:

Begin at a point lying 90 feet North of the Southwest corner of said Section 7, Township 44 South, Range 35 East; thence run Easterly to a point lying 135.25 feet North of the Southeast corner of said Section 7; thence run Southerly along the East line of said Section 7, a distance of 100 feet; thence run Westerly parallel to the aforescribed line to a point 10.00 feet South of the Northwest corner of Section 18, Township 44 South, Range 35 East; thence Northerly along the West line of said Section 18 a distance of 10.00 feet to the Northwest corner of said Section 18; thence continue Northerly along the West line of said Section 7, a distance of 90 feet to the Point of Beginning;

Also LESS AND EXCEPT The East 45 feet of the North 1/4 of Section 7, Township 44 South, Range 35 East, lying North of the Seaboard Coastline (now South Central Florida Express) Railroad;

Also LESS AND EXCEPT The East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 7, Township 44 South, Range 35 East, less the South 100 feet thereof;

Also LESS AND EXCEPT the West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 7, Township 44 South, Range 35 East, less the South 100 feet thereof.

AND:

All of Section 8, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT the South 150 feet of Section 8, Township 44 South, Range 35 East;

Also LESS AND EXCEPT the East 45 feet of the Northeast 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the East 1/2 of Section 8, Township 44 South, Range 35 East, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way;

Also LESS AND EXCEPT the East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 8, Township 44 South, Range 35 East, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way;

Also LESS AND EXCEPT the West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 8, Township 44 South,

Range 35 East, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way.

AND:

All of Section 9, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the South 150 feet of Section 9, Township 44 South, Range 35 East;

Also LESS AND EXCEPT the East 50 feet of the South 3/4 of the East 1/2 of Section 9, Township 44 South, Range 35 East, less the South 150 feet thereof;

Also LESS AND EXCEPT the East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 9, Township 44 South, Range 35 East, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way;

Also LESS AND EXCEPT the West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 9, Township 44 South, Range 35 East, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way.

AND:

All of Section 10, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the following parcel described in Official Records Book 2510, page 1294:

A parcel of land in Sections 10 and 11, Township 44 South, Range 35 East, lying West of the Miami Canal (Levee L-25), Palm Beach County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Section 10; thence S 89° 41' 38" W along the South line of Section 10, a distance of 100.00 feet; thence N 00° 02' 46" W and parallel to the East line of Section 10, a distance of 270.25 feet; thence N 89° 50' 15" E, parallel to the South line of Section 11, a distance of 100.00 feet; thence N 00° 02' 46" E, along the West line of Section 11, a distance of 612.79 feet; thence N 89° 57' 14" E, 352.57 feet to the Westerly right-of-way line of Levee L-25; thence S 18° 43' 34" W, along said right-of-way line, 631.64 feet; thence S 11° 29' 29" W along said right-of-way, 86.22 feet; thence S 89° 50' 15" W and parallel to the South line of Section 11, a distance of 132.07 feet to the West line of Section 11; thence S 00° 02' 46" E, along the West line of Section 11, 200.00 feet to the Point of Beginning;

Also LESS AND EXCEPT the South 150 feet of Section 10, Township 44 South, Range 35 East;

Also LESS AND EXCEPT the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 10, Township 44 South, Range 35 East, less the South 150 feet;

Also LESS AND EXCEPT the North 45 feet of the South 1/2 of the Southeast 1/4 and the South 45 feet of the North 1/2 of the Southeast 1/4 of Section 10, Township 44 South, Range 35 East, less the West 50 feet reserved for Ritta Drainage District's Lateral 1 N;

Also LESS AND EXCEPT the North 45 feet of the South 1/2 of the Northeast 1/4 of Section 10, Township 44 South, Range 35 East, less the West 50 feet thereof reserved for Ritta Drainage District's Lateral 1 N;

Also LESS AND EXCEPT the West 50 feet of the South 3/4 of the West 1/2 of Section 10, Township 44 South, Range 35 East, less the South 150 feet thereof.

AND:

All that part of Section 11, Township 44 South, Range 35 East, Palm Beach County, Florida lying West of the Miami Canal (now Levee 25);

LESS AND EXCEPT a parcel of land in Sections 11 and 14, Township 44 South, Range 35 East, Palm Beach County, Florida, being described in Deed Book 818, page 223 and being more particularly described as follows:

Beginning at the railroad iron marking the corner Sections 10, 11, 14 and 15, Township 44 South, Range 35 East, Palm Beach County, Florida; thence N 00° 28' 40" E, along the West line of Section 11, a distance of 200 feet to a point; thence S 89° 37' 36" E, parallel to the South line of Section 11, a distance of 183.12 feet, more or less, to the West right-of-way line of Everglades Drainage District's Miami Canal; thence S 12° 03' 05" W, along said right-of-way line, a distance of 204.22 feet, more or less, to its intersection with the Section line between Sections 11 and 14; thence continue S 12° 03' 05" W, along said canal right-of-way line, a distance of 81.69 feet to a point; thence N 89° 37' 36" W, parallel to the North line of Section 14, a distance of 125.69 feet, more or less, to a point on the West line of said Section 14; thence N 00° 26' 00" E, along the West line of Section 14, a distance of 80.00 feet, more or less, to the Point of Beginning;

Also LESS AND EXCEPT that part lying in that parcel described in Official Records Book 2510, page 1294;

Also LESS AND EXCEPT the North 45 feet of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 lying West of the Miami Canal (now Levee 25) and the South 45 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 44 South, Range 35 East, lying West of the Miami Canal (now Levee 25);

Also LESS AND EXCEPT the South 45 feet of the West 1/2 of the North 1/2 of the Northwest 1/4 lying West of the Miami Canal (now Levee 25) and the North 45 feet of the West 1/2 of the South 1/2 of the Northwest 1/4 of Section 11, Township 44 South, Range 35 East, lying West of the Miami Canal (now Levee 25).

AND:

All that part of Section 14, Township 44 South, Range 35 East, Palm Beach County, Florida lying West of the Miami Canal (now Levee 25);

LESS AND EXCEPT that portion of that parcel described in Deed Book 818, page 223.

AND:

All that part of Section 15, Township 44 South, Range 35 East, Palm Beach County, Florida lying West of the Miami Canal (now Levee 25);

LESS AND EXCEPT a strip along the Northerly boundary of the above described land having a width of 10.01 feet at the West end and a width of 80 feet at the East end, said strip being more particularly described as follows:

Beginning at the Northeast corner of said Section 15, Township 44 South, Range 35 East, and running West along the Northern Section line of said Section a distance of 2,307.10 feet, more or less, to the Northwest corner of the East 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section; running thence South, along the West line of the East 3/4 of the Northwest 1/4 of the Northeast 1/4 of said Section, a distance of 10.01 feet; running thence in an Easterly direction a distance of 2308.16 feet, more or less, to a point on the Eastern line of said Section 15, said point being 80 feet South of the Northeast corner of said Section 15; thence running North along the Eastern boundary line of said Section 15 a distance of 80 feet to the Point of Beginning;

Also LESS AND EXCEPT all that part of the South 130 feet of Section 15, Township 44 South, Range 35 East, lying Westerly of the Westerly right-of-way line for the South Florida Water Management District's Levee 25 (Miami Canal).

AND:

All of Section 16, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the South 120 feet of Section 16, Township 44 South, Range 35 East, Palm Beach County, Florida.

AND:

All of Section 17, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the South 130 feet of Section 17, Township 44 South, Range 35 East, Palm Beach County, Florida;

Also LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

All of Section 18, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT South Central Florida Express Railroad right-of-way;

Also LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT the Southerly 150 feet of Section 18, Township 44 South, Range 35 East, less the East 100 feet reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

Also LESS AND EXCEPT the East 45 feet of the West 1/2 and the West 45 feet of the East 1/2 of Section 18, Township 44 South, Range 35 East, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

Also LESS AND EXCEPT the West 45 feet of Section 18, Township 44 South, Range 35 East, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way.

AND:

All of Section 19, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the North 80 feet of said Section 19 for Rogers Road right-of-way;

Also LESS AND EXCEPT the Atlantic Coast Line (now South Central Florida Express) Railroad right-of-way lying in Sections 19, 30 and 31, Township 44 South, Range 35 East, Palm Beach County, Florida, as described in Parcel 1 of Official Records Book 3817, page 397 and being more particularly described as follows:

Beginning at the Northeast corner of said Section 19; thence Southerly along the East line of said Section 19 and along the East line of said Sections 30 and 31 for 15,840 feet to the Southeast corner of said Section 31; thence West along the South line of said Section 31 a distance of 100 feet; thence Northerly and parallel with the first described course, 1320 feet to the North line of the South 1/2 of the Southeast 1/4 of said Section 31; thence Westerly along the North line of the South 1/2 of the Southeast 1/4 of said Section 31, a distance of 50 feet; thence Northerly, parallel with and 150 feet from the first described course, 5280 feet to the North line of the South 1/2 of the Southeast 1/4 of said Section 30; thence Easterly along the said North line of the South 1/2 of the Southeast 1/4 of said Section 30 a distance of 50 feet; thence Northerly, parallel with and 100 feet from the first described course, 9240 feet to the North line of said Section 19; thence Easterly 100 feet to the Point of Beginning.

AND:

All of Section 20, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT the North 80 feet of said Section 20.

AND:

All of Section 21, Township 44 South, Range 35 East, Palm Beach County, Florida;
LESS AND EXCEPT the North 80 feet thereof.

AND:

All of Section 22, Township 44 South, Range 35 East, Palm Beach County, Florida lying West of the Miami Canal (now Levee 25) right-of-way;
LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;
Also LESS AND EXCEPT the North 80 feet thereof.

AND:

All of Section 27, Township 44 South, Range 35 East, Palm Beach County, Florida lying West of the Miami Canal (now Levee 25) right-of-way;
LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

Lots 1 through 128, inclusive, of Okeechobee Fruitlands Company's Subdivision of Section 28, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 144, Public Records of Palm Beach County, Florida;
LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

All of Section 29, Township 44 South, Range 35 East, Palm Beach County, Florida;
LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

All of Section 30, Township 44 South, Range 35 East, Palm Beach County, Florida;
LESS AND EXCEPT Atlantic Coast Line (now South Central Florida Express) Railroad right-of-way as described in Official Records Book 3817, page 397, Palm Beach County, Florida (Parcel 1).

AND:

All of Section 31, Township 44 South, Range 35 East, Palm Beach County, Florida;
LESS AND EXCEPT Atlantic Coast Line (now South Central Florida Express) Railroad
right-of-way as described in Official Records Book 3817, page 397, Palm Beach County,
Florida (Parcel 1).

AND:

All of Section 32, Township 44 South, Range 35 East, Palm Beach County, Florida.

AND:

All that part of Section 33, Township 44 South, Range 35 East, Palm Beach County, Florida,
lying North of the Bolles Canal right-of-way and West of the Miami Canal (now Levee 25) right-
of-way.

AND:

That part of Lots 13 through 20, inclusive, of Okeechobee Fruit Lands Company's Subdivision
Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat
Book 1, page 145, Public Records of Palm Beach County, lying Westerly of the Westerly right-
of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lots 46 through 51, inclusive, of Okeechobee Fruit Lands Company's Subdivision
Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat
Book 1, page 145, Public Records of Palm Beach County, lying Westerly of the Westerly right-
of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lots 79 through 81, inclusive, of Okeechobee Fruit Lands Company's Subdivision
Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat
Book 1, page 145, Public Records of Palm Beach County, lying Westerly of the Westerly right-
of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lot 112 of Okeechobee Fruit Lands Company's Subdivision Section 34, Township
44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public
Records of Palm Beach County, lying Westerly of the Westerly right-of-way line of the Miami
Canal (now Levee 25);

LESS AND EXCEPT the Bolles Canal right-of-way.

AND:

Parcel SC-200-007 (B)

That part of the East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 4, Township 44 South, Range 35 East, Palm Beach County, Florida, lying South of the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

AND:

That part of the West 45 feet of the Southwest 1/4 of Section 4, Township 44 South, Range 35 East, Palm Beach County, Florida, lying South of the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way.

AND:

The East 45 feet of the Southeast 1/4 of Section 5, Township 44 South, Range 35 East, Palm Beach County, Florida, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

AND:

The East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 5, Township 44 South, Range 35 East, Palm Beach County, Florida, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

LESS AND EXCEPT a parcel of land lying in Section 5, Township 44 South, Range 35 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at a National Geodetic Survey Monument, PID AD8169, Designation G212, having a coordinate of Northing 843,087.25 and Easting 713,276.28, State Plane Coordinate, Florida East Zone, North American Datum 1983(2007) feet, and run N 39° 43' 51" W (basis of bearings is State Plane Coordinate, Florida East Zone, North American Datum 1983(2007)), and referenced with a bearing of N 46° 34' 58" W and a distance of 53,610.39 feet between National Geodetic Survey Monuments PID AD8240 and PID AD8169) a distance of 16,949.49 feet to a point on the South right-of-way line of the South Central Florida Express (SCFE) Railroad with a coordinate of Northing 856,122.36 and Easting 702,442.47; thence S 00° 13' 32" E, a distance of 60.00 feet; thence S 89° 46' 28" W parallel with said Railroad right-of-way line, a distance of 1058.43 feet to a point on the East right-of-way line of Ritta Drainage District Lateral 5 N and the Point of Beginning of the parcel of land herein described; thence continue S 89°46' 28" W, a distance of 90.00 feet to the West right-of-way line of said Ritta Drainage District Lateral 5 N; thence North 00° 11' 28" East along said West right-of-way line, a distance of 60.00 feet to a point on the said South right-of-way line of the South Central Florida Express (SCFE) Railroad; thence N 89° 46' 28" E along said South right-of-way line, a distance of 90.00 feet to the said East right-of-way line of Ritta Drainage District Lateral 5 N; thence South 00° 11' 28" West along said East right-of-way line, a distance of 60.00 feet to the Point of Beginning.

AND:

The West 45 feet of the Southwest 1/4 of Section 5, Township 44 South, Range 35 East, Palm Beach County, Florida, less the Northerly portion reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way.

AND:

The North 60 feet of the Southwest 1/4 of Section 6, Township 44 South, Range 35 East, Palm Beach County, Florida, lying West of the right-of-way for the Seaboard Coastline (now South Central Florida Express) Railroad;

AND:

The East 45 feet of the Southeast 1/4 of Section 6, Township 44 South, Range 35 East, Palm Beach County, Florida, less the right-of-way reserved for the Seaboard Coastline (now South Central Florida Express) Railroad;

AND:

The East 45 feet of the Southwest 1/4 and the West 45 feet of the Southeast 1/4 of Section 6, Township 44 South, Range 35 East, Palm Beach County, Florida, less the Northerly portion owned by the Seaboard Coastline (now South Central Florida Express) Railroad;

AND:

The West 45 feet of the Southwest 1/4 of Section 6, Township 44 South, Range 35 East, Palm Beach County, Florida, less the North 60 feet thereof.

AND:

That portion of Section 7 being more particularly described as follows and lying West of the Seaboard Coastline Railroad (now South Central Florida Express) right-of-way:

Begin at a point lying 90 feet North of the Southwest corner of said Section 7, Township 44 South, Range 35 East Palm Beach County, Florida; thence run Easterly to a point lying 135.25 feet North of the Southeast corner of said Section 7; thence run Southerly along the East line of said Section 7, a distance of 100 feet; thence run Westerly parallel to the aforescribed line to a point 10.00 feet South of the Northwest corner of Section 18, Township 44 South, Range 35 East; thence Northerly along the West line of said Section 18, a distance of 10.00 feet to the Northwest corner of said Section 18; thence continue Northerly along the West line of said Section 7, a distance of 90 feet to the Point of Beginning;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

AND:

The East 45 feet of the North 1/4 of Section 7, Township 44 South, Range 35 East, Palm Beach County, Florida, lying North of the Seaboard Coastline (now South Central Florida Express) Railroad;

AND:

River of Grass Initial Option

The East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 7, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 100 feet thereof;

AND:

The West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 7, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 100 feet thereof.

AND:

The South 150 feet of Section 8, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

AND:

The East 45 feet of the Northeast 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the East 1/2 of Section 8, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way;

AND:

The East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 8, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way;

AND:

The West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 8, Township 44 South, Range 35 East, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way.

AND:

The South 150 feet of Section 9, Township 44 South, Range 35 East, Palm Beach County, Florida;

AND:

The East 50 feet of the South 3/4 of the East 1/2 of Section 9, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet thereof;

AND:

The East 45 feet of the Northeast 1/4 of the Northwest 1/4 and the West 45 feet of the Northwest 1/4 of the Northeast 1/4 and the East 50 feet of the South 3/4 of the West 1/2 and the West 50

feet of the South 3/4 of the East 1/2 of Section 9, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet reserved for Ritta Drainage District's Main Canal and South Boundary right-of-way;

AND:

The West 45 feet of the Northwest 1/4 of the Northwest 1/4 and the West 50 feet of the South 3/4 of the West 1/2 of Section 9, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet reserved for Rita Drainage District's Main Canal and South Boundary right-of-way.

AND:

The South 150 feet of Section 10, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT the following parcel described in Official Records Book 2510, page 1294:

A parcel of land in Sections 10 and 11, Township 44 South, Range 35 East, lying West of the Miami Canal (Levee L-25), Palm Beach County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Section 10; thence S 89° 41' 38" W along the South line of Section 10, a distance of 100.00 feet; thence N 00° 02' 46" W and parallel to the East line of Section 10, a distance of 270.25 feet; thence N 89° 50' 15" E, parallel to the South line of Section 11, a distance of 100.00 feet; thence N 00° 02' 46" E, along the West line of Section 11, a distance of 612.79 feet; thence N 89° 57' 14" E, 352.57 feet to the Westerly right-of-way line of Levee L-25; thence S 18° 43' 34" W, along said right-of-way line, 631.64 feet; thence S11° 29' 29"W along said right-of-way, 86.22 feet; thence S 89° 50' 15" W and parallel to the South line of Section 11, a distance of 132.07 feet to the West line of Section 11; thence S 00° 02' 46" E, along the West line of Section 11, 200.00 feet to the Point of Beginning;

AND:

The East 50 feet of the South 3/4 of the West 1/2 and the West 50 feet of the South 3/4 of the East 1/2 of Section 10, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet thereof;

AND:

The North 45 feet of the South 1/2 of the Southeast 1/4 and the South 45 feet of the North 1/2 of the Southeast 1/4 of Section 10, Township 44 South, Range 35 East, Palm Beach County, Florida, less the West 50 feet thereof reserved for Ritta Drainage District's Lateral 1 N;

AND:

The North 45 feet of the South 1/2 of the Northeast 1/4 of Section 10, Township 44 South, Range 35 East, Palm Beach County, Florida less the West 50 feet thereof reserved for Ritta Drainage District's Lateral 1 N;

AND:

The West 50 feet of the South 3/4 of the West 1/2 of Section 10, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet thereof.

AND:

The North 45 feet of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 lying West of the Miami Canal (now Levee 25) and the South 45 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 44 South, Range 35 East, Palm Beach County, Florida, lying West of the Miami Canal (now Levee 25);

AND:

The South 45 feet of the West 1/2 of the North 1/2 of the Northwest 1/4 lying West of the Miami Canal (now Levee 25) and the North 45 feet of the West 1/2 of the South 1/2 of the Northwest 1/4 of Section 11, Township 44 South, Range 35 East, Palm Beach County, Florida, lying West of the Miami Canal (now Levee 25).

AND:

The Southerly 150 feet of Section 18, Township 44 South, Range 35 East, Palm Beach County, Florida, less the East 100 feet reserved for the Seaboard Coastline (now South Central Florida Express) Railroad right-of-way;

AND:

The East 45 feet of the West 1/2 and the West 45 feet of the East 1/2 of Section 18, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

AND:

The West 45 feet of Section 18, Township 44 South, Range 35 East, Palm Beach County, Florida, less the South 150 feet reserved for the Ritta Drainage District's South Boundary right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

Parcel SC-200-007-C

All of Section 28, Township 44 South, Range 35 East, Palm Beach County, Florida;

LESS AND EXCEPT Lots 1 through 128, inclusive, of Okeechobee Fruitlands Company's Subdivision of Section 28, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 144, Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

All that part of Section 34, Township 44 South, Range 35 East, Palm Beach County, Florida lying Westerly of the Westerly right-of-way line of the Miami Canal (now Levee 25);

LESS AND EXCEPT Lots 13 through 20, Lots 46 through 51, Lots 79 through 81, inclusive, and Lot 112, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County.

AND:

Parcel SC-200-009

The following described lands in Palm Beach County, Florida:

All that part of Section 34, Township 41 South, Range 37 East, lying South of the West Palm Beach Canal;

LESS AND EXCEPT a parcel or strip of land running Northwesterly entirely across Section 34, Township 41 South, Range 37 East, such strip of land being 15 feet in width measured Southwesterly at right angles from, and lying adjacent and parallel to, the present Southwesterly right-of-way line of the West Palm Beach Canal as shown on Plat Book 16, page 43, of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT the right-of-way of Connors Highway (State Road 700) and Connors Highway (State Road 700) as relocated;

Also LESS AND EXCEPT that part of said Section 34 lying North of the Southerly right-of-way line of relocated Connors Highway (State Road 700);

Also LESS AND EXCEPT a parcel of land lying and situate in that part of Fractional Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida, lying South and West of the West Palm Beach Canal, more particularly described as follows: From the railroad rail monument marking the Southwest corner of Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida, run N 00° 31' 45" W, along the West line of said Section 34, a distance of 1220.22 feet to the Point of Beginning; from the Point of Beginning run N 00° 31' 45" W along the West line of said Section 34, a distance of 1315.64 feet to the South right-of-way line of State Road No. 194, which right-of-way line is 15.00 feet Southwesterly from and parallel to the right-of-way of Connors Highway as shown on Plat Book 16, page 45 of the Public Records of Palm Beach County, Florida; thence S 51° 47' 50" E along said right-of-way line of State Road No. 194, a distance of 397.92 feet to a point; thence S 00° 31' 45" E parallel to the West line of said Section 34, a distance of 1066.67 feet to a point; thence S 89° 28' 15" W, at right angles to the West line of said Section 34, a distance of 310.41 feet to the Point of Beginning;

Also LESS AND EXCEPT: Commencing at the Southwest corner of Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida; thence N 00° 31' 45" W, a distance of 1220.22 feet along the West line of Section 34; thence at right-angles to the preceding course N 89° 28' 15" E, a distance of 351.41 feet to the Point of Beginning; thence N 00° 31' 45" W, a distance of 745.60 feet to the right-of-way of State Road 700 on a curve concave to the Northeast having a radius of 1960.08 feet, from this point a radial line bears N 24° 45' 43" E to the center of the curve; thence Northwesterly 45.60 feet along the arc of said curve having a radius of 1960.08 feet through a central angle of 01° 19' 59"; thence S 00° 31' 45" E, a distance of 765.57 feet; thence N 89° 28' 15" E, a distance of 41.00 feet to the Point of Beginning;

Also LESS AND EXCEPT: Commencing at the Southwest corner of fractional Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida; thence N 00° 31' 45" W, a distance of 1192.22 feet along the West line of said fractional Section 34 to the Point of Beginning; thence N 00° 31' 45" W, a distance of 28.00 feet; thence at right angles to the preceding course N 89° 28' 15" E, a distance of 351.41 feet; thence S 00° 31' 45" E, a distance of 28.00 feet parallel with the West line of said Section 34; thence at right angles to the preceding course S 89° 28' 15" W, a distance of 351.41 feet to the Point of Beginning.

AND:

All that part of Section 3, Township 42 South, Range 37 East, lying South and West of the West Palm Beach Canal;

LESS AND EXCEPT Lot 6 of Section 3, Township 42 South, Range 37 East (per plat of Pelican Lake Drainage District as recorded in Plat Book 8, page 2, Public Records of Palm Beach County, Florida);

Also LESS AND EXCEPT the right-of-way of Conners Highway (State Road 700);

Also LESS AND EXCEPT a parcel or strip of land running Northwesterly entirely across Section 3, Township 42 South, Range 37 East, such strip of land being 15 feet in width measured Southwesterly at right angles from, and lying adjacent and parallel to, the present Southwesterly right-of-way line of the West Palm Beach Canal as shown in Plat Book 16, page 43 of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT all that portion of Section 3, Township 42 South, Range 37 East, Palm Beach County, Florida, lying Southerly and Southeasterly of the following described line, hereinafter referred to as the "Bryant Mill line":

Beginning at the Southwest corner of said Section 3, run N 89° 40' 54" E, along the South line of Section 3, a distance of 21.84 feet; thence departing said section line, N 02° 32' 34" W, a distance of 691.22 feet; thence N 02° 11' 34" W, a distance of 534.28 feet; thence S 84° 27' 51" E, a distance of 13.24 feet to the West line of said Section 3; thence N 00° 45' 13" W, along the West line of said Section 3, a distance of 161.59 feet; thence departing said West line run S 87° 48' 08" E, a distance of 127.86 feet; thence S 85° 33' 58" E, a distance of 102.92 feet; thence N 89° 52' 42" E, a distance of 2380.79 feet; thence N 01° 52' 40" W, a distance of 1250.75 feet; thence S 89° 48' 49" E, a distance of 897.98 feet; thence N 04° 12' 32" E, a distance of 57.06 feet; thence S 88° 35' 26" E, a distance of 70.54 feet; thence N 00° 50' 14" E, a distance of 443.99 feet; thence N 14° 59' 56" E, a distance of 85.07 feet; thence N 38° 25' 25" E, a distance of 779.25 feet to the Southwesterly right-of-way line of Conners Highway (U.S. Highway 98), as described in

Deed Book 532, page 260, as recorded in the Public Records of Palm Beach County, Florida, and the Point of Termination of said line;

AND:

Lot 6 of Section 3 of Township 42 South, Range 37 East (per plat of Pelican Lake Drainage District as recorded in Plat Book 8, page 2, Public Records of Palm Beach County, Florida);

LESS AND EXCEPT the right-of-way of Conners Highway (State Road 700);

Also LESS AND EXCEPT a parcel or strip of land running Northwesterly entirely across Section 3, Township 42 South, Range 37 East, such strip of land being 15 feet in width measured Southwesterly at right angles from, and lying adjacent and parallel to, the present Southwesterly right-of-way line of the West Palm Beach Canal as shown in Plat Book 16, page 43 of the Public Records of Palm Beach County, Florida.

AND:

All of Fractional Section 4, Township 42 South, Range 37 East;

LESS AND EXCEPT the Southwest 1/4 of the Southwest 1/4;

Also LESS AND EXCEPT all that part of of Fractional Section 4 lying Westerly of the Easterly right-of-way line of State Road 15 (U.S. Highway 441);

Also LESS AND EXCEPT: From the Northeast corner of Fractional Southwest 1/4 of Southwest 1/4, Fractional Section 4, Township 42 South, Range 37 East, Palm Beach County, Florida, which point is on the prolongation of the tangent of the center line of United States Sugar Corporation railroad spur, run West along the quarter quarter section line, a distance of 188.35 feet, more or less, to a point marked by an iron pin 50 feet Southerly measured at right angles from the center line of the railroad track on a curve and the Point of Beginning; thence West along the quarter quarter section line, a distance of 491.45 feet, more or less, to a point marked by an iron pin on the Easterly right-of-way line of State Road No. 15; thence N 32°03'00" E, along the Easterly right-of-way line of State Road No. 15, a distance of 295.20 feet, more or less, to a point marked by an iron pin, which point is 50 feet Southerly and Southwesterly from the centerline of the railroad track measured at right angles; thence Easterly on a curve concentric with and 50 feet Southerly from the center line of said railroad track, a distance of 423.33 feet, more or less, to the Point of Beginning;

Also LESS AND EXCEPT: From the Southeast corner of Section 4, Township 42 South, Range 37 East, run N 00° 35' 00" W, along the East line of said Section 4, a distance of 1318. 84 feet to the centerline of the United States Sugar Corporation railroad spur running East and West along the South quarter-quarter section line; thence West along the centerline of said Corporation railroad spur a distance of 3127.96 feet to a point; thence N 00° 35' 00" W a distance of 100 feet to an iron pin, being the Southeast corner of the parcel herein described and the Point of Beginning; from said Point of Beginning, run West along a line 100 feet North of and parallel to the centerline of United States Sugar Corporation spur, a distance of 691 feet to an iron pin and the point of curve; thence Westerly along the arc of said curve to the right, whose radius is 618.19 feet, a distance of 673.41 feet to an iron pin on the Easterly right-of-way line of State Highway No. 15; thence N 32° 10' 30" E, along the Easterly right-of-way line of said State Road No. 15, a distance of 2309.00 feet to an iron pin in line with the centerline of a field ditch running East from the highway borrow pit; thence East a distance of 16.00 feet to an iron

pipe; thence S 00° 35' 00" E, a distance of 2246.60 feet to an iron pin and the Point of Beginning;

Also LESS AND EXCEPT: Commence at the Southeast corner of Section 4, Township 42 South, Range 37 East, Palm Beach County, Florida; thence S 89° 47' 55" W along the South line of said Section 4, a distance of 3956.24 feet to a point, said point being the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 4; thence N 00° 45' 13" W along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 4, a distance of 1274.18 feet to the Point of Beginning, said point also being the beginning of a non-tangent curve, concave to the Northeast and having a radius of 763.94 feet, the chord of which bears N 60° 46' 24" W; thence Northwesterly along the arc of said curve, said curve also being the Easterly boundary of those lands described in Deed Book 887, page 570, Public Records of Palm Beach County, Florida, through a central angle of 46° 26' 09", a distance of 619.14 feet to a point on the Easterly right-of-way line of State Road No. 15 (U.S. Highway 441); thence N 31° 50' 55" E, non-tangent to last described curve, and along said Easterly right-of-way, a distance of 164.30 feet to the South line of those lands described in Deed Book 915, page 332, and the beginning of a non-tangent curve, concave to the Northeast, having a radius of 618.19 feet, the chord of which bears S 63° 24' 43" E; thence Southeasterly along the South line of those lands described in Deed Book 915, page 332 and the arc of said curve, through a central angle of 62° 35' 30", a distance of 675.33 feet; thence N 89° 47' 55" E, non-tangent to last described curve, and along the South line of those lands described in Deed Book 915, page 332, a distance of 691.00 feet; thence N 00° 45' 13" W, along the East line of those lands described in Deed Book 915, page 332, a distance of 1250.68 feet; thence departing said East line, N 89° 47' 55" E, a distance of 120.01 feet; thence S 00° 45' 13" E, a distance of 781.03 feet; thence S 38° 55' 42" E, a distance of 658.41 feet; thence N 89° 49' 25" E, a distance of 1784.76 feet; thence S 86° 15' 45" E, a distance of 68.26 feet; thence S 86° 16' 26" E, a distance of 149.23 feet; thence N 89° 48' 03" E, a distance of 599.41 feet to a point on the East line of said Section 4; thence S 00° 45' 13" E, along said East line, a distance of 136.81 feet; thence departing said East line, N 84° 27' 51" W, a distance of 335.81 feet; thence N 87° 15' 23" W, a distance of 97.43 feet; thence S 89° 57' 05" W, a distance of 195.03 feet; thence S 89° 39' 42" W, a distance of 239.02 feet; thence S 88° 13' 01" W, a distance of 231.23 feet; thence S 89° 38' 42" W, a distance of 205.76 feet; thence S 89° 48' 05" W, a distance of 209.06 feet; thence N 87° 52' 09" W, a distance of 126.42 feet; thence N 84° 21' 04" W, a distance of 63.79 feet; thence N 83° 07' 38" W, a distance of 51.65 feet; thence N 86° 38' 28" W, a distance of 108.12 feet; thence S 89° 50' 42" W, a distance of 2096.42 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 4; thence S 00° 45' 13" E, along said East line, a distance of 7.22 feet to the Point of Beginning;

Also LESS AND EXCEPT the right-of-way of State Road 15 (U.S. Highway 441);

Also LESS AND EXCEPT all that portion of Fractional Section 4, Township 42 South, Range 37 East, Palm Beach County, Florida, lying Southerly and Southeasterly of the aforesaid "Bryant Mill line".

AND:

Parcel SC-200-010

The following described lands in Palm Beach County, Florida:

That part of Section 34, Township 43 South, Range 37 East and that part of Hiatus Lot 3, between Townships 43 and 44 South, Range 37 East, Palm Beach County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 34; thence S 89° 55' 25" E, along the North line of said Section 34, a distance of 2605.24 feet; thence S 00° 16' 52" E, departing said North line, a distance of 50.00 feet to the Southerly right-of-way line of Airport Road, a 100 foot right-of-way as shown on the Palm Beach County Right-of-Way Map of Airport Road and the Point of Beginning of the herein described lands; thence continue S 00° 16' 52" E, a distance of 5230.82 feet to the South line of said Section 34; thence continue S 00° 16' 52" E, a distance of 43.78 feet; thence S 30° 13' 28" W, a distance of 1302.26 feet to a point on the Northerly line of the United States Sugar Corporation Railroad Corridor as recorded in Official Records Book 23180, page 854, Public Records of Palm Beach County, Florida; thence S 89° 49' 31" W, a distance of 113.41 feet; thence S 85° 33' 33" W, continuing along said Northerly line, a distance of 448.79 feet; thence S 89° 49' 31" W, along a line 10.62 feet Northerly of and parallel with said Northerly line, a distance of 1771.02 feet; thence N 69° 28' 55" W, a distance of 133.63 feet to the Northeasterly terminus of a curve in the Easterly line of a canal right-of-way in said Hiatus Lot 3, as recorded in Official Records Book 11725, page 401, Public Records, Palm Beach County, Florida; thence N 30° 20' 29" E, along said Easterly line, said line being 165 feet Easterly of, as measured perpendicularly to and parallel with the Westerly line of said Hiatus Lot 3, a distance of 1269.00 feet; thence N 00° 06' 20" W, along the Southerly extension of the Easterly line of said Canal right-of-way in said Section 34, said line being 150 feet East of, as measured perpendicularly to and parallel with the Westerly line of said Section 34, a distance of 69.99 feet to the South line of said Section 34; thence continue N 00° 06' 20" W along said Easterly line, a distance of 5231.53 feet to the intersection with the South right-of-way line of Airport Road, a 100 foot right of way as shown on the Palm Beach County Right-of-Way Map of Airport Road; thence S 89° 55' 25" E along said South right-of-way line, a distance of 2455.39 feet to the Point of Beginning.

AND:

Parcel SC-200-011

The following described lands in Palm Beach County, Florida:

All of Lot 2 in the Hiatus between Ranges 36 and 37 East, Township 44 South, Palm Beach County, Florida, lying South of the South right-of-way line of State Road 80;

LESS AND EXCEPT that portion maintained as a county road right-of-way, known as Hub Spooner Road.

AND:

Parcel SC-200-012

The following described lands in Palm Beach County, Florida:

That part of Section 13, Township 44 South, Range 36 East lying South of the South right-of-way line of State Road 80.

AND:

Parcel SC-200-013

The West 1/2 of the Northwest 1/4 of Section 28, Township 43 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT the North 100 feet and the South 100 feet thereof;

AND:

The West 1/2 of the Southwest 1/4 of Section 28, Township 43 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT the North 50 feet and the South 100 feet thereof.

AND:

The East 10 feet of the Northeast 1/4 of Section 29, Township 43 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT the North 100 feet and the South 100 feet thereof;

AND:

The East 10 feet of the Southeast 1/4 of Section 29, Township 43 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT the North 50 feet and the South 100 feet thereof.

AND:

The West 1279.57 feet of the East 2404.57 feet of the Northwest 1/4 of Section 33, Township 43 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT the North 190 feet and the South 25 feet thereof;

AND:

The Southwest 1/4 of Section 33, Township 43 South, Range 34 East, Hendry County, Florida;

LESS AND EXCEPT the East 1125 feet, the North 100 feet, and the South 50 feet thereof.

AND:

Parcel SC-200-014

The following described lands in Hendry County, Florida:

A parcel of land lying in the Southeast 1/4 of Section 15, Township 43 South, Range 34 East, City of Clewiston, Hendry County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, run S 89° 30' 44" W along the South line of said Section 15, a distance of 1167.03 feet to an intersection with the Southerly prolongation of the East right-of-way line of Francisco Street 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, Public Records of Hendry County, Florida; thence N 00° 32' 05" W, along said prolongation of the East right-of-way line, a distance of 60.00 feet to the existing North right-of-way line of Sonora 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, Public Records of Hendry County, Florida and as shown on the State of Florida Department of Transportation Right-of-Way Map, State Road No. 832, Section 07070-2508, dated 8-23-73, latest revision 3-4-74, and the Point of Beginning of the parcel of land herein described; thence continue N 00° 32' 05" W, along said East right-of-way line of Francisco Street, a distance of 1243.50 feet to an intersection with the South right-of-way line of the Clewiston Drainage District Canal No. 5, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence N 89° 30' 44" E, along said South right-of-way line, a distance of 538.29 feet to an intersection with the West right-of-way line of the SCFE Railroad (formerly Atlantic Coast Line); thence S 00° 28' 01" E, along said West right-of-way line, a distance of 1243.50 feet to an intersection with said North right-of-way line of Sonora Avenue; thence S 89° 30' 44" W, along said North right-of-way line, a distance of 536.82 feet to the Point of Beginning.

AND:

Parcel SC-200-015

The following described lands in Hendry County, Florida:

A parcel of land lying in Sections 15 and 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 16 and run N 00° 33' 17" W, a distance of 100.06 feet to an intersection with the North right-of-way line of Sonora Avenue and the Point of Beginning of the parcel of land herein described; thence S 89° 28' 12" W, along said North right-of-way line, a distance of 342.46 feet to an intersection with the East right-of-way line of Pacific Avenue, also known as 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, Public Records of Hendry County, Florida; thence N 00° 32' 10" W, along said East right-of-way line a distance of 484.06 feet, to an intersection with the South line of Parcel "E" as described in Official Records Book 187, page 208, Public Records of Hendry County, Florida; thence N 89° 30' 37" E, along said South line, a distance of 674.86 feet; thence S 00° 31' 34" E, a distance of 483.83 feet to an intersection with said North right-of-way line of

Sonora Avenue; thence S 89° 30' 47" W, along said North right-of-way line, a distance of 332.33 feet to the Point of Beginning.

AND:

Parcel SC-200-016

The following described lands in Hendry County, Florida:

A parcel of land lying in Sections 15 and 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 16 and run N 00° 33' 17" W, a distance of 100.06 feet to an intersection with the North right-of-way line of Sonora Avenue; thence S 89° 28' 12" W, along said North right-of-way line, a distance of 342.46 feet to an intersection with the East right-of-way line of Pacific Avenue, also known as 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, Public Records of Hendry County, Florida; thence N 00° 32' 10" W, along said East right-of-way line a distance of 484.06 feet, to an intersection with the South line of Parcel "E" as described in Official Records Book 187, page 208, Public Records of Hendry County, Florida; thence continue N 00° 32' 10" W, along said East right-of-way line a distance of 200.00 feet, to an intersection with the North line of Parcel "E" as described in Official Records Book 187, page 208, Public Records of Hendry County, Florida and the Point of Beginning of the parcel of land herein described; thence continue N 00° 32' 10" W, along said East right-of-way line a distance of 478.60 feet, to an intersection with the South line of Parcel "B" as described in Official Records Book 187, page 208, Public Records of Hendry County, Florida; thence N 89° 29' 30" E, along said South line of Parcel "B", a distance of 674.98 feet to the West line of Parcel "F" as described in Official Records Book 187, page 208; thence S 00° 31' 34" E, along the West lines of Parcel "F" and Parcel "E" as described in Official Records Book 187, page 208, a distance of 478.82 feet to an intersection with said North line of Parcel "E"; thence S 89° 30' 37" W, along said North line, a distance of 674.90 feet to the Point of Beginning.

AND:

Parcel SC-200-017

The following described lands in Hendry County, Florida:

A parcel of land lying in Section 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 16 and run S 89° 28' 12" W, along the South line of said Section 16, a distance of 422.48 feet to an intersection with the West right-of-way

line of Pacific Avenue, also known as 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, Public Records of Hendry County, Florida and the Point of Beginning of the parcel of land herein described; thence continue S 89° 28' 12" W, along said South line of said Section 16, a distance of 600.00 feet to the East line of those lands described in Official Records Book 163, page 103, Public Records of Hendry County, Florida, said line being an extension Southward of the East line of Corona Street of the aforesaid General Plan of Clewiston, Florida; thence N 00° 32' 10" W, along the aforesaid Southward extension of the East line of Corona Street, a distance of 972.50 feet to the South line of the North 290 feet of the South 1262.4 feet of Section 16, also being the South line of those lands described in Official Records Book 164, page 77, said Public Records; thence N 89° 26' 58" E, along said South line of those lands described in Official Records Book 164, page 77, a distance of 150.00 feet to the East line of the West 150 feet of the East 1022.5 feet of Section 16, also being the East line of those lands described in Official Records Book 164, page 77; thence N 00° 32' 10" W, along said East line of those lands described in Official Records Book 164, page 77, a distance of 290.00 feet, to an intersection with the South right-of-way line of Arroyo Avenue; thence N 89° 26' 58" E, along said South right-of-way line, a distance of 450.00 feet to an intersection with said West right-of-way line of Pacific Avenue; thence S 00° 32' 10" E, along said West right-of-way, a distance of 1262.71 feet to the Point of Beginning.

AND:

Parcel SC-200-019

The following described lands in Hendry County, Florida:

A parcel of land lying in Section 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Lots 1-16, inclusive, Block 488 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, Public Records of Hendry County, Florida;

AND:

A parcel of land lying in Section 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Lots 1-14, inclusive, Block 492 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, Public Records of Hendry County, Florida;

AND:

A parcel of land lying in Section 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block 488 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, Public Records of Hendry County, Florida and run S 89° 27' 06" W, along the South right-of-way line of Bahama Street of said General Plan of the City of Clewiston, a distance of 60.00 feet to an intersection with the West right-of-way line of Corona Street of said General Plan of the City of Clewiston and the Point of Beginning of the parcel of land herein described; thence S 00° 31' 42" E, along said West right-of-way line, a distance of 309.31 feet; thence S 45° 32' 49" E, continue along said West right-of-way line, a distance of 315.06 feet to an intersection with the North line of a parcel of land as described in Official Records Book 652, page 358, Public Records of Hendry County, Florida; thence S 89° 27' 09" W, along said North line and the Westerly prolongation thereof, a distance of 822.81 feet to an intersection with the East right-of-way line of Olympia Street as described in Official Record Book 157, page 161, Public Records of Hendry County, Florida; thence N 00° 31' 38" W, along said East right-of-way line, a distance of 532.09 feet to the South right-of-way line of Bahama Street; thence N 89° 27' 06" E, along said South right-of-way line, a distance of 599.95 feet to the Point of Beginning.

AND:

Parcel SC-200-020

The following described lands in Hendry County, Florida:

A parcel of land lying in Section 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 16 and run N 89°28' 19" E, along the South line of said Section 16, a distance of 644.98 feet to the Southeast corner of a parcel of land as described in Official Records Book 553, page 1137, Public Records of Hendry County, Florida and the Point of Beginning of the parcel of land herein described; thence N 00° 27' 35" W, along the Easterly line of said parcel, a distance of 1522.77 feet; thence N 40° 33' 56" W, along said Easterly line, a distance of 949.05 feet; thence N 00° 29' 19" W, a distance of 312.27 feet to an intersection with the Southerly right-of-way line of Bahama Street; thence N 89° 26' 55" E, along said right-of-way, a distance of 2152.53 feet to an intersection with the West right-of-way of the Clewiston Drainage District Canal, as recorded in Official Records Book 187, page 81, Public Records of Hendry County, Florida; thence S 00° 32' 26" E, along said right-of-way, a distance of 1220.85 feet to an intersection with the Northerly right-of-way of the Clewiston Drainage District Canal No. 5, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence S 89° 26' 59" W, along said Northerly right-of-way, a distance of 31.75 feet to the Northwest corner of said canal; thence S 00° 29' 09" E, along the West line of said canal, a distance of 40.00 feet to the Southwest corner of said canal; thence N 89° 26' 59" E, along the Southerly right-of-way of said canal, a distance of 336.52 feet to a point

on a Northerly prolongation of the Westerly line of the parcel described in Official Records Book 778, page 1350, Public Records of Hendry County, Florida; thence S 00° 24' 52" W, along said Northerly prolongation of the Westerly line of said parcel, a distance of 40.00 feet to the Northwest corner of said parcel of land as described in Official Records Book 778, page 1350, Public Records of Hendry County, Florida; thence S 00° 24' 52" W, along the Westerly line of said parcel, a distance of 526.34 feet; thence S 89° 42' 25" E, along said Westerly line, a distance of 324.46 feet; thence S 00° 27' 24" E, along said Westerly line, a distance of 192.93 feet; thence S 76° 53' 54" E, along said Westerly line, a distance of 38.71 feet; thence S 13° 14' 09" W, along said Westerly line, a distance of 14.01 feet; thence S 78° 37' 28" E, along said Westerly line, a distance of 125.30 feet; thence N 01° 24' 03" W, along said Westerly line, a distance of 10.26 feet; thence N 88° 43' 08" E, along said Westerly line, a distance of 30.04 feet; thence S 01° 15' 47" E, along said Westerly line, a distance of 14.34 feet; thence S 89° 50' 09" E, along said Westerly line, a distance of 101.05 feet; thence N 00° 19' 34" W, along said Westerly line, a distance of 21.75 feet; thence S 89° 46' 46" E, along said Westerly line, a distance of 29.98 feet; thence S 00° 27' 53" E, along said Westerly line, a distance of 21.71 feet; thence N 89° 58' 40" E, along said Westerly line, a distance of 21.84 feet; thence S 00° 18' 19" E, along said Westerly line, a distance of 30.02 feet; thence N 89° 45' 03" W, along said Westerly line, a distance of 21.84 feet; thence S 00° 22' 02" E, along said Westerly line, a distance of 454.20 feet to an intersection with said South line of said Section 16; thence S 89° 28' 12" W, along said South line, a distance of 484.73 feet to the South quarter corner of said Section 16; thence S 89° 28' 19" W, along said South line, a distance of 1995.84 feet to the Point of Beginning;

LESS AND EXCEPT a parcel of land lying in Section 16, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 16 and run N 89° 52' 25" E, along the South line of said Section 16, a distance of 13.00 feet; thence N 00° 07' 35" W, a distance of 300.00 feet to the Point of Beginning of the parcel of land herein described; thence N 00° 07' 35" W, a distance of 194.00 feet; thence N 89° 52' 25" E, a distance of 213.35 feet; thence S 00° 07' 35" E, a distance of 98.15 feet; thence S 89° 52' 25" W, a distance of 55.39 feet; thence S 00° 07' 35" E, a distance of 95.85 feet; thence S 89° 52' 25" W, a distance of 157.96 feet to the Point of Beginning.

AND:

Parcel SC-200-021 (A)

That part of the Northeast 1/4 of Section 17, Township 43 South, Range 34 East, Hendry County, Florida lying Northerly and Easterly of South Central Florida Express Railroad right-of-way;

LESS AND EXCEPT road right-of-ways in Section 17, Township 43 South, Range 34 East as described in 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, Public Records of Hendry County, Florida;

Also LESS AND EXCEPT the following described parcel:

A parcel of land in Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows:

Commence at the Northeast corner of said Section 17, Township 43 South, Range 34 East; thence South a distance of 50 feet to a point on the South right-of-way of State Road No. 25 and State Road No. 80; thence West parallel with the North line of Section 17, a distance of 35 feet to a point on the West right-of-way line of San Luiz Avenue, of the General Plan of Clewiston, Florida, as revised September 7, 1937, which point is the Northeast corner of Lot 5, Block A of Golf View, according to the plat thereof recorded in Plat Book 2, page 90, Public Records of Hendry County, Florida; thence South parallel with the East line of said Section 17 and along the East line of said Golf View, a distance of 1210.0 feet, more or less, to the Southeast corner of Lot 7, Block E of said Golf View; thence West along the South line of said Lot 7, a distance of 25.0 feet to a point lying 60 feet West of, as measured at right angles to, the center line of said San Luiz Avenue and the Point of Beginning; thence continue West along the South line of said Golf View, a distance of 551.0 feet to the Southwest corner of said Golf View, said point on the East line of that strip of land described in Official Records Book 37, page 25 of the Public Records of Hendry County, Florida; thence South along the East line of said strip of land described in Official Records Book 37, page 25 and parallel with the East line of said Section 17, a distance of 40 feet to the North right-of-way of Clewiston Drainage District Canal No. 4, as described in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence East along said canal right-of-way 40 feet South of, and parallel with, the said South line of Golf View, a distance of 551.0 feet to a point lying 60 feet West of, as measured at right angles to, the center line of said San Luiz Avenue; thence North along a line 60 feet West of, and parallel with, the centerline of said San Luiz Avenue, a distance of 40 feet to the Point of Beginning.

Also LESS AND EXCEPT the following described parcel:

A parcel of land off the East side of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 43 South, Range 34 East, Hendry County, Florida, more particularly described as follows:

From the nail marker in the pavement of State Road No. 80, marking the Northeast corner of Section 17, Township 43 South, Range 34 East, run South a distance of 50 feet to a point on the South right-of-way of State Road No. 25 and State Road No. 80; thence run West parallel with the North line of Section 17 and the center line of State Road No. 80, a distance of 35 feet to a point on the West right-of-way line of San Luiz Avenue, of the General Plan of Clewiston, Florida, as revised September 7, 1937, which point is the Northeast corner of the parcel herein described and the Point of Beginning; thence South, parallel to the East line of Section 17 and the center line of San Luiz Avenue, a distance of 1210.0 feet, more or less, to a point on the North line of the right-of-way of Clewiston Drainage District Canal No. 4; thence West along the North line of Clewiston Drainage District Canal No. 4 right-of-way, a distance of 576.0 feet to a point; thence North parallel to the East line of Section 17, a distance of 1210.0 feet to a point on the South right-of-way line of State Road No. 80; thence East along the South right-of-way line of State Road No. 80, 50 feet South of and parallel to the North line of said Section 17, a distance of 576.0 feet, more or less, to the Point of Beginning;

Also LESS AND EXCEPT the following described parcel:

A parcel of land in Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows:

From the Northeast corner of said Section run Westerly along the North line of said Section a distance of 611.0 feet; thence run Southerly, parallel to the East line of said Section 17 a distance of 50.0 feet to the Point of Beginning. Thence run Southerly, parallel to the East line of said Section 17, and along the West line of Golf View Subdivision a distance of 1250.0 feet to the North right-of-way of Clewiston Drainage District Canal No. 4; thence run Westerly along said canal right-of-way parallel to the North line of said Section a distance of 30.0 feet; thence run Northerly, parallel to the East line of said Section 17 a distance of 1250.0 feet; thence run Easterly, parallel to the North line of said Section, a distance of 30.0 feet to the Point of Beginning;

Also LESS AND EXCEPT that part of the following described parcel lying in Section 17, Township 43 South, Range 34 East, Hendry County, Florida:

Begin at a point on the Northeasterly right-of-way line of the Seaboard Coast Line (now South Central Florida Express) Railroad, said point being 100.00 feet East of the West line of the East 1/2 of said Section 17 and 3270 feet, more or less, North of the South line of said Section 17; thence run Northerly along said East right-of-way line of said railroad to the West line of the East 1/2 of said Section 8; thence Northerly along the West line of the East 1/2 of said Section 8 to a point on Parcel 20/C-20, said parcel being an access road easement to Canal 20 as shown on Drawing C-20-S, Sheet 9 of 11, of the Central and Southern Florida Flood Control District; thence Northerly 249.96 feet; thence Easterly 40.00 feet; thence Northerly 580.00 feet; thence Northeasterly 68.51 feet; thence Northeasterly 581.50 feet to the North line of said Section 8, all the preceding courses being along the East line of said access road easement; thence Easterly along the North line of said Section 8, a distance of 83.82 feet; thence Southeasterly and Southerly parallel to and 60.00 feet from the East line of said access road easement to a point 100.00 feet East of the beginning point of Parcel 20/C-20; thence Southerly parallel to and 100.00 feet East of the West line of the East 1/2 of said Sections 8 and 17 to the Point of Beginning. Less the right-of-way of State Road No. 80 (U.S. Highway No. 27);

Also LESS AND EXCEPT the following described parcel:

A parcel of land in Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows:

A strip of land 40 feet in width, beginning at the West line of San Luiz Avenue as shown on the General Plan of Clewiston, Florida, and recorded in Plat Book 2, pages 71 to 78, inclusive, of the Public Records of Hendry County, Florida and extending Westerly to a point 100.00 feet East of the West line of the East 1/2 of said Section 17. The North line of said 40 foot strip being 1300.00 feet South of and parallel to the North line of said Section 17. Said North line of 40 foot strip also being coincident with the South line of Alverde Avenue as shown on the plat of "Golf View Subdivision" as recorded in Plat Book 2, page 90 of the Public Records of Hendry County, Florida;

Also LESS AND EXCEPT the following described parcel:

A parcel of land lying in Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows: Commencing at the Northeast corner of said Section 17 run S 00° 30' 30" E along the East line of said Section 17 and also the centerline of San Luiz Avenue a distance of 2519.32 feet, more or less, to a point 70.00 feet North of the North right-of-way (80' R/W width) of the South Central Florida Express (S.C.F.E.) Railroad as laid out and in use; thence S 89° 25' 26" W parallel with and 70.00 feet North of said Railroad right-of-way a distance of 60.00 feet to the West right-of-way of San Luiz Avenue for the Point of Beginning; from said Point of Beginning continue S 89° 25' 26" W parallel with and 70.00 feet North of said Railroad right-of-way a distance of 375.00 feet; thence N 00° 30' 30" W parallel with the East line of said Section 17 a distance of 350.00 feet; thence N 89° 25' 26" E parallel with the North right-of-way of said Railroad a distance of 375.00 feet to the said West right-of-way of San Luiz Avenue; thence S 00° 30' 30" E along said San Luiz Avenue right-of-way a distance of 350.00 feet to the said Point of Beginning.;

Also LESS AND EXCEPT the following described parcel:

A parcel of land being a part of Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 17; thence N 00° 30' 21" W along the East line of said Section 17, a distance of 471.32 feet; thence S 89° 29' 39" W, a distance of 60.00 feet to the Point of Beginning; thence S 89° 26' 27" W, a distance of 374.71 feet; thence S 00° 29' 55" E, a distance of 120.72 feet; thence S 89° 31' 42" W, a distance of 235.90 feet to a point of curvature; thence along a curve to the right having a radius of 50.00 feet, 78.92 feet along said curve through a central angle of 90° 26' 08", a chord direction of N 45° 14' 49" W and a chord length of 70.98 feet; thence N 00° 01' 45" W, a distance of 97.79 feet to a point of curvature; thence along a curve to the right having a radius of 50.00 feet, 25.50 feet along said curve through a central angle of 29° 13' 27", a chord direction of N 14° 34' 59" E and a chord length of 25.23 feet; thence N 00° 33' 27" W, a distance of 695.42 feet; thence N 27° 54' 39" W, a distance of 47.44 feet; thence N 89° 30' 28" E along the Southerly line of a 40 foot wide maintenance easement as recorded in Official Records Book 221, page 177 of the Public Records of Hendry County, Florida, a distance of 675.67 feet; thence S 00° 30' 21" E, a distance of 789.00 feet to the Point of Beginning;

Also LESS AND EXCEPT the following described parcel:

A parcel of land being a part of Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows:

Commence at the Northeast corner of Section 17; thence S 89° 26' 32" W along the North line of said Section 17, a distance of 640.83 feet; thence S 00° 33' 28" E, a distance of 50.00 feet to a point at the Southerly right-of-way line of U.S. 27 (State Road 25 & 80) and being the Point of Beginning; thence S 00° 30' 21" E, a distance of 635.22 feet; thence S 89° 26' 33" W, a distance of 350.41 feet; thence N 00° 33' 27" W, a distance of 50.00 feet; thence S 89° 26' 33" W, a distance of 120.67 feet to a point of

curvature; thence along a curve to the right having a radius of 25.00 feet, 39.18 feet along said curve through a central angle of $89^{\circ} 47' 39''$, a chord direction of $N 45^{\circ} 39' 38'' W$ and a chord length of 35.29 feet; thence $N 00^{\circ} 45' 48'' W$, a distance of 161.16 feet; thence $S 89^{\circ} 14' 12'' W$, a distance of 75.00 feet; thence $N 00^{\circ} 45' 48'' W$, a distance of 147.41 feet to a point of curvature; thence along a curve to the left having a radius of 162.50 feet, 100.86 feet along said curve through a central angle of $35^{\circ} 33' 42''$, a chord direction of $N 18^{\circ} 32' 39'' W$ and a chord length of 99.25 feet; thence $N 36^{\circ} 19' 30'' W$, a distance of 51.01 feet to a point of curvature; thence along a curve to the right having a radius of 237.50 feet, 125.63 feet along said curve through a central angle of $30^{\circ} 18' 25''$, a chord direction of $N 21^{\circ} 10' 18'' W$ and a chord length of 124.17 feet; thence $N 89^{\circ} 26' 32'' E$, a distance of 676.94 feet to the Point of Beginning.

AND:

Parcel SC-200-021 (B)

That part of the following described parcel lying in Section 17, Township 43 South, Range 34 East, Hendry County, Florida:

Begin at a point on the Northeasterly right-of-way line of the Seaboard Coast Line (now South Central Florida Express) Railroad, said point being 100.00 feet East of the West line of the East 1/2 of said Section 17 and 3270 feet, more or less, North of the South line of said Section 17; thence run Northerly along said East right-of-way line of said railroad to the West line of the East 1/2 of said Section 8; thence Northerly along the West line of the East 1/2 of said Section 8 to a point on Parcel 20/C-20, said parcel being an access road easement to Canal 20 as shown on Drawing C-20-S, Sheet 9 of 11, of the Central and Southern Florida Flood Control District; thence Northerly 249.96 feet; thence Easterly 40.00 feet; thence Northerly 580.00 feet; thence Northeasterly 68.51 feet; thence Northeasterly 581.50 feet to the North line of said Section 8, all the preceding courses being along the East line of said access road easement; thence Easterly along the North line of said Section 8, a distance of 83.82 feet; thence Southeasterly and Southerly parallel to and 60.00 feet from the East line of said access road easement to a point 100.00 feet East of the beginning point of Parcel 20/C-20; thence Southerly parallel to and 100.00 feet East of the West line of the East 1/2 of said Section 8 and 17 to the Point of Beginning. Less the right-of-way of State Road No. 80 (U.S. Highway No. 27);

AND:

A parcel of land in Section 17, Township 43 South, Range 34 East, Hendry County, Florida, described as follows:

A strip of land 40 feet in width, beginning at the West line of San Luiz Avenue as shown on the General Plan of Clewiston, Florida, and recorded in Plat Book 2, pages 71 to 78 inclusive of the Public Records of Hendry County, Florida and extending Westerly to a point 100.00 feet East of the West line of the East 1/2 of said Section 17. The North line of said 40 foot strip being 1300.00 feet South of and parallel to the North line of said Section 17. Said North line of 40 foot strip also being coincident with the South line of Alverde Avenue as shown on the plat of "Golf

View Subdivision” as recorded in Plat Book 2, page 90 of the Public Records of Hendry County, Florida.

AND:

Parcel SC-200-022 (A)

A parcel of land lying in Sections 8 and 9, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 and run S 89° 32' 44" W, along the North line of said Section 8, a distance of 1809.74 feet to an intersection with the Southerly right-of-way line of the South Florida Water Management District Canal C-21 and the Point of Beginning of the parcel of land herein described; thence S 46° 09' 49" E, along said right-of-way line, a distance of 650.91 feet to the beginning of a curve; thence Southeasterly along said right-of-way line, being the arc of a curve to the left (said curve being concave to the Northeast with a delta angle of 33° 59' 15" and a radius of 410.00 feet, and having a chord bearing of S 63° 09' 26" E and a chord length of 239.66 feet) a distance of 243.21 feet to the end of this curve and an intersection with a non-tangent line; thence S 80° 09' 04" E, along said right-of-way line, a distance of 1704.36 feet; thence departing said right-of-way line, S 01° 21' 49" W, a distance of 417.25 feet; thence S 90° 00' 00" W, a distance of 15.00 feet; thence S 00° 00' 00" W, a distance of 1208.21 feet to an intersection with the Northerly right-of-way line of the Clewiston Drainage District Canal No. 2, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence S 89° 26' 44" W, along said Northerly right-of-way line, a distance of 508.68 feet to an intersection with the East line of said Section 8; thence S 89° 26' 29" W, along said Northerly right-of-way line, a distance of 2551.88 feet to an intersection with the Easterly right-of-way line of the Clewiston Drainage District Canal No. 1, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence N 00° 41' 05" W, along said Easterly right-of-way line, a distance of 2010.75 feet; thence N 21° 29' 55" E, along said Easterly right-of-way line, a distance of 44.99 feet; thence N 43° 40' 55" E, along said Easterly right-of-way line, a distance of 623.46 feet to an intersection with the North line of said Section 8; thence N 89° 32' 44" E, along said North line, a distance of 299.71 feet to the Point of Beginning.

AND:

A parcel of land lying in Section 8, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 and run S 00° 26' 37" E, along the East line of said Section 8, a distance of 2535.27 feet to an intersection with the Southerly right-of-way line of the Clewiston Drainage District Canal No. 2, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida and the Northerly line of Ridgeview Estates Addition No. 2, according to the plat thereof recorded in Plat Book 6, pages 122-123, Public

Records of Hendry County, Florida; thence S 89° 26' 29" W, along said Southerly right-of-way line and said Northerly line of Ridgeview Estates Addition No. 2, a distance of 424.58 feet to the Northwest corner of said Ridgeview Estates Addition No. 2 and the Point of Beginning of the parcel of land herein described; thence S 00° 33' 42" E, along the Westerly line of said Ridgeview Estates Addition No. 2, a distance of 1615.00 feet to an intersection with the Northerly right-of-way line of the Clewiston Drainage District Canal No. 3, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida, and the Southwest corner of said Ridgeview Estates Addition No. 2; thence S 89° 26' 29" W, along said Northerly right-of-way, a distance of 2123.66 feet to an intersection with the Easterly right-of-way line of the Clewiston Drainage District Canal No. 1, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence N 00° 41' 05" W, along said Easterly right-of-way line, a distance of 1615.00 feet to an intersection with said Southerly right-of-way line of the Clewiston Drainage District Canal No. 2; thence N 89° 26' 29" E, along said Southerly right-of-way line, a distance of 2127.13 feet to the Point of Beginning.

AND:

A parcel of land lying in Sections 8 and 9, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 and run S 00° 26' 37" E, along the East line of said Section 8, a distance of 4190.27 feet to an intersection with the Southerly right-of-way line of the Clewiston Drainage District Canal No. 3, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence N 89° 26' 44" E, along said Southerly right-of-way line, a distance of 243.04 feet to an intersection with the Northerly prolongation of the Westerly line of the Wal-Mart Parcel as described in Official Records Book 545, page 402, Public Records Hendry County, Florida and the Point of Beginning of the parcel of land herein described; thence S 00° 33' 39" E, along said Northerly prolongation and along the Westerly line of said Official Records Book 545, page 402, a distance of 1102.99 feet to an intersection with the Northerly right-of-way line of U.S. 27 (S.R. 25 & 80); thence S 89° 25' 42" W, along the Northerly right-of-way line of said U.S. 27, a distance of 2535.41 feet; thence N 00° 41' 05" W, along the Northerly right-of-way line of said U.S. 27, a distance of 15.00 feet; thence S 89° 25' 42" W, along the Northerly right-of-way line of said U.S. 27, a distance of 250.00 feet to an intersection with the Easterly right-of-way line of the Clewiston Drainage District Canal No. 1, as recorded in Official Records Book 221, page 172, Public Records of Hendry County, Florida; thence N 00° 41' 05" W, along said Easterly right-of-way line, a distance of 1088.65 feet to an intersection with said Southerly right-of-way line of the Clewiston Drainage District Canal No. 3; thence N 89° 26' 29" E, along said Southerly right-of-way line, a distance of 2544.75 feet to the East line of said Section 8; thence N 89° 26' 44" E, a distance of 243.04 feet to the Point of Beginning.

AND:

Parcel SC-200-022(B)

That part of the following described parcel lying in Section 8, Township 43 South, Range 34 East, Hendry County, Florida:

Begin at a point on the Northeasterly right-of-way line of the Seaboard Coast Line (now South Central Florida Express) Railroad, said point being 100.00 feet East of the West line of the East 1/2 of said Section 17 and 3270 feet, more or less, North of the South line of said Section 17; thence run Northerly along said East right-of-way line of said railroad to the West line of the East 1/2 of said Section 8; thence Northerly along the West line of the East 1/2 of said Section 8 to a point on Parcel 20/C-20, said parcel being an access road easement to Canal 20 as shown on Drawing C-20-S, Sheet 9 of 11, of the Central and Southern Florida Flood Control District; thence Northerly 249.96 feet; thence Easterly 40.00 feet; thence Northerly 580.00 feet; thence Northeasterly 68.51 feet; thence Northeasterly 581.50 feet to the North line of said Section 8, all the preceding courses being along the East line of said access road easement; thence Easterly along the North line of said Section 8, a distance of 83.82 feet; thence Southeasterly and Southerly parallel to and 60.00 feet from the East line of said access road easement to a point 100.00 feet East of the beginning point of Parcel 20/C-20; thence Southerly parallel to and 100.00 feet East of the West line of the East 1/2 of said Section 8 and 17 to the Point of Beginning. Less the right-of-way of State Road No. 80 (U.S. Highway No. 27);

AND:

That part of the following described parcel lying West of the Northerly prolongation of the West line of Ridgeview Estates Plat No. 2 as recorded in Plat Book 6, Pages 122 and 123 in Section 8, Township 43 South, Range 34 East, Hendry County, Florida:

A strip of land 40 feet in width, beginning at the west line of Antilles Street as shown on the General Plan of Clewiston, Florida and recorded in Plat Book 2, pages 71 to 78 inclusive of the Public Records of Hendry County, Florida and extending westerly to a point 100.00 feet east of the west line of the east 1/2 of said Section 8. The north line of said 40 foot strip being 2935.00 feet north of and parallel to the South lines of said Sections 8 and 9;

AND:

That part of the following described parcel lying West of the Southerly prolongation of the West line of Ridgeview Estates Plat No. 2 as recorded in Plat Book 6, Pages 122 and 123 in Section 8, Township 43 South, Range 34 East, Hendry County, Florida:

A strip of land 40 feet in width, beginning at the west line of Lopez Street as shown on the General Plan of Clewiston, Florida and recorded in Plat Book 2, pages 71 to 78 inclusive of the Public Records of Hendry County, Florida, and extending westerly to a point 100.00 feet east of the west line of the East 1/2 of said Section 8. The north line of said 40 foot strip being 1280.00 feet north of and parallel to the south lines of said Sections 8 and 9.

AND:

Parcel SC-200-023 (A)

A parcel of land lying in Section 9, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 8, Township 43 South, Range 34 East and run S 89° 32' 44" W, along the North line of said Section 8, a distance of 1809.74 feet to an intersection with the Southerly right-of-way line of the South Florida Water Management District Canal C-21; thence S 46° 09' 49" E, along said right-of-way line, a distance of 650.91 feet to the beginning of a curve; thence Southeasterly along said right-of-way line, being the arc of a curve to the left (said curve being concave to the Northeast with a delta angle of 33° 59' 15" and a radius of 410.00 feet, and having a chord bearing of S 63° 09' 26" E and a chord length of 239.66 feet) a distance of 243.21 feet to the end of this curve and an intersection with a non-tangent line; thence S 80° 09' 04" E, along said right-of-way line, a distance of 1704.36 feet to the Point of Beginning of the parcel of land herein described; thence continue S 80° 09' 04" E, along said right-of-way line, a distance of 122.74 feet to the beginning of a curve non-tangent to the last described line; thence Northeasterly along said right-of-way line, being the arc of a non-tangent curve to the left (said curve being concave to the North with a delta angle of 23° 22' 29" and a radius of 410.00 feet, and having a chord bearing of N 88° 09' 42" E and a chord length of 166.11 feet) a distance of 167.27 feet to the end of this curve and an intersection with a non-tangent line; thence N 76° 28' 27" E, along said right-of-way line, a distance of 2020.53 feet to the beginning of a curve to the right; thence Easterly along said right-of-way line, being the arc of a curve to the right (said curve being concave to the South with a delta angle of 27° 11' 33" and a radius of 390.00 feet) a distance of 185.09 feet to the end of this curve and a point of tangency; thence S 76° 19' 59" E, along said right-of-way line, a distance of 503.56 feet to an intersection with the Northerly prolongation of the Westerly line of Ridgewood Addition No. 1, according to the plat thereof recorded in Plat Book 4, pages 82-83, Public Records of Hendry County, Florida; thence S 13° 36' 21" W, along said Northerly prolongation, a distance of 100.36 feet to the Northwest corner of said Ridgewood Addition No. 1; thence continue S 13° 36' 21" W, along the Westerly line of said Ridgewood Addition No. 1, a distance of 802.82 feet; thence S 02° 53' 15" E, along the Westerly line of said Ridgewood Addition No. 1, a distance of 414.12 feet to the beginning of a curve non-tangent to last described line; thence Southwesterly along the Westerly line of said Ridgewood Addition No. 1, being the arc of a non-tangent curve to the right (said curve being concave to the Northwest with a delta angle of 92° 12' 41" and a radius of 215.00 feet, and having a chord bearing of S 43° 15' 35" W and a chord length of 309.87 feet) a distance of 346.02 feet to the end of this curve and an intersection with a non-tangent line; thence S 89° 32' 43" W, along the Westerly line of said Ridgewood Addition No. 1, a distance of 84.97 feet; thence S 00° 31' 47" E, along the Westerly line of said Ridgewood Addition No. 1, a distance of 355.46 feet to the beginning of a curve non-tangent to last described line; thence Southwesterly along the Westerly line of said Ridgewood Addition No. 1, being the arc of a non-tangent curve to the right (said curve being concave to the Northwest with a delta angle of 90° 20' 13" and a radius of 25.00 feet, and having a chord bearing of S 44° 20' 39" W and a chord length of 35.46 feet) a distance of 39.42 feet to the end of this curve and an intersection with a

non-tangent line and the Northerly right-of-way line of Avenida Del Rio 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, Public Records of Hendry County, Florida; thence S 89° 27' 52" W, along said Northerly right-of-way line a distance of 522.31 feet; thence S 01° 16' 03" E a distance of 41.06 feet to an intersection with the North right-of-way line of the Clewiston Drainage District Canal No. 2, as recorded in Official Record Book 221, page 172, Public Records of Hendry County, Florida; thence S 89° 26' 44" W, along said North right-of-way line, a distance of 1917.32 feet; thence departing said North right-of-way line, N 00°00'00" E, a distance of 1208.21 feet; thence N 90°00'00" E, a distance of 15.00 feet; thence N 01°21'49" E, a distance of 417.25 feet to the Point of Beginning;

LESS AND EXCEPT:

Road rights-of-way as described in 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, Public Records of Hendry County, Florida, lying in Section 9, Township 43 South, Range 34 East, Hendry County, Florida, lying North of the Northerly right-of-way of Avenida Del Rio per said plat and lying Westerly of Ridgewood Addition No. 1 recorded in Plat Book 4, pages 82-83, Public Records of Hendry County, Florida.

AND:

Parcel SC-200-023 (C)

That part of the road rights-of-way as described in 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, Public Records of Hendry County, Florida, lying in Section 9, Township 43 South, Range 34 East, Hendry County, Florida, lying North of the Northerly right-of-way of Avenida Del Rio per said plat and lying Westerly of Ridgewood Addition No. 1 recorded in Plat Book 4, pages 82-83, Public Records of Hendry County, Florida.

AND:

Parcel-SC 200-024

The following described lands in Hendry County, Florida:

Lot 7, Block A, of RIDGEWOOD ADDITION NO. ONE, a subdivision in the City of Clewiston, Florida, according to the Plat thereof, recorded in Plat Book 4, pages 82 and 83, of the current Public Records of Hendry County, Florida.

AND:

Parcel SC-200-025

The following described lands in Hendry County, Florida:

A parcel of land lying in Sections 8 and 9, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 and run S 89° 32' 44" W, along the North line of said Section 8, a distance of 1451.73 feet to an intersection with the Northerly right-of-way line of the South Florida Water Management District Canal C-21; thence S 46° 09' 49" E, along said right-of-way line, a distance of 6.64 feet to an intersection with the Northerly line of a parcel of land described in Deed Book 14, page 440, Public Records of Hendry County, Florida, as shown on the Central and Southern Florida Flood Control District, Canal 21 Right-Of-Way and Topo Map, drawing number C-21-3. dated 11/3/70 and the Point of Beginning of the parcel of land herein described; thence continue S 46° 09' 49" E, along said right-of-way line, a distance of 388.01 feet to the beginning of a curve to the left; thence along the arc of the curved right-of-way line (said curve being curved concave to the Northeast with a delta angle of 33° 59' 15" and a radius of 160.00 feet, and having a chord bearing of S 63° 09' 26" E and a chord length of 93.53 feet) a distance of 94.91 feet to the end of this curve and to an intersection with a non-tangent line; thence S 09° 50' 55" W, along said right-of-way line, a distance of 15.00 feet; thence S 80° 09' 04" E, along said right-of-way line, a distance of 1827.10 feet; thence N 09° 50' 56" E, along said right-of-way line, a distance of 10.00 feet; thence Easterly along said right-of-way line, being the arc of a non-tangent curve to the left (said curve being curved concave to the North with a delta angle of 23° 22' 29" and a radius of 165.00 feet, and having a chord bearing of N 88° 09' 42" E and a chord length of 66.85 feet) a distance of 67.31 feet to the end of this curve and a point of tangency; thence N 76° 28' 27" E, along said right-of-way line, a distance of 1373.39 feet to the Northerly line of a parcel of land described in Deed Book 14, page 440, Public Records of Hendry County, Florida, as shown on the Central and Southern Florida Flood Control District, Canal 21 Right-Of-Way and Topo Map, drawing number C-21-3. dated 11/3/70; thence N 85° 06' 31" W, along the North line of said Deed Book 14, page 440, a distance of 3577.78 feet to the Point of Beginning.

AND:

Parcel SC-200-026 (A)

All that part of Section 22, Township 44 South, Range 35 East, Palm Beach County, Florida lying East of the Miami Canal (now Levee 25) right-of-way;

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida;

Also LESS AND EXCEPT a parcel of land in said Section 22 more particularly described as follows:

Beginning at the Northeast corner of Section 22, Township 44 South, Range 35 East; thence S 00° 03' 52" E along the East line of said Section 22 a distance of 107.87 feet; thence S 88° 54' 01" W a distance of 909.50 feet to the East right-of-way of the Miami Canal (now Levee 25); thence N 14° 27' 38" E, along said right-of-way a distance of 125.03 feet to the North line of said Section 22; thence N 89° 43' 19" E along said North Section line a distance of 878.00 feet to the Point of Beginning.

AND:

All that part of Section 27, Township 44 South, Range 35 East, Palm Beach County, Florida lying East of the Miami Canal (now Levee 25) right-of-way;

LESS AND EXCEPT the North 130 feet and the East 130 feet of the North 3/4 of said Section 27.

AND:

That part of Lots 1 through 12, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying Easterly of the Easterly right-of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lots 21 through 45, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying Easterly of the Easterly right-of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lots 51 through 78, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying Easterly of the Easterly right-of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lots 82 through 111, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying Easterly of the Easterly right-of-way line of the Miami Canal (now Levee 25);

AND:

That part of Lots 113 through 128, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying Easterly of the Easterly right-of-way line of the Miami Canal (now Levee 25);

LESS and EXCEPT those parts of said Lots 113 through 128, inclusive, lying South of the North right-of-way line of Levee 21, said right-of-way line being more particularly described as follows:

Commence at the Southwest corner of Section 34, Township 44 South, Range 35 East; thence N 00° 18' 14" W along the West line of said Section 34, a distance of 114.97 feet to a point on the Westerly extension of the North right-of-way line of Levee 21 lying within the right-of-way of the Miami Canal (now Levee 25); thence N 89° 58' 18" E along said Westerly extension of the North right-of-way line of Levee 21, a distance of 211.95 feet to the intersection of the Easterly right-of-way line of the Miami Canal (now Levee 25) with the North right-of-way line of Levee 21 as marked by a nail embedded in rock with disk stamped "LB 4108" said point being the Point of Beginning; thence continue N 89° 58' 18" E along said North right-of-way line, a distance of 3422.19 feet; thence continuing along said North right-of-way line of Levee 21, N 89° 42' 22" E a distance of 1644.07 feet to the East line of said Section 34 and the Point of Terminus of said line. Said Point of Terminus lying N 00° 19' 34" W, a distance of 103.61 feet from the Southeast corner of said Section 34 and 1.39 feet South of an iron rail lying on the said Section line.

AND:

Parcel SC-200-026-C

All that part of Section 34, Township 44 South, Range 35 East, Palm Beach County, Florida lying Easterly of the Easterly right-of-way line of the Miami Canal (now Levee 25);

LESS AND EXCEPT Lots 1 through 12, Lots 20 through 45, Lots 51 through 78, Lots 82 through 111, and Lots 113 through 128, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County;

Also LESS and EXCEPT that part of said Section 34 lying South of the North right-of-way line of Levee 21, said right-of-way line being more particularly described as follows: Commence at the Southwest corner of Section 34, Township 44 South, Range 35 East; thence N 00° 18' 14" W along the West line of said Section 34, a distance of 114.97 feet to a point on the Westerly extension of the North right-of-way line of Levee 21 lying within the right-of-way of the Miami Canal (now Levee 25); thence N 89° 58' 18" E along said Westerly extension of the North right-of-way line of Levee 21, a distance of 211.95 feet to the intersection of the Easterly right-of-way line of the Miami Canal (now Levee 25) with the North right-of-way line of Levee 21 as marked by a nail embedded in rock with disk stamped "LB 4108" said point being the Point of Beginning; thence continue N 89° 58' 18" E along said North right-of-way line, a distance of 3422.19 feet; thence continuing along said North right-of-way line of Levee 21, N 89° 42' 22" E a distance of 1644.07 feet to the East line of said Section 34 and the Point of Terminus of said line. Said Point of Terminus lying N 00° 19' 34" W, a distance of 103.61 feet from

the Southeast corner of said Section 34 and 1.39 feet South of an iron rail lying on the said Section line.

Also LESS and EXCEPT that part of the Roadway Reservations shown on the plat of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, bounded on the North by the South line of Lot 20, bounded on the East by a southerly projection of the East line of said Lot 20, bounded on the South by the centerline of that part of said Roadway Reservations adjacent to Lot 20, and bounded on the West by the Easterly right-of-way line of the Miami Canal (now Levee 25).

AND:

Parcel 33100-001

A parcel of land lying within Sections 8 and 9, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 8 and run S 89° 32' 44" W, along the North line of said Section 8, a distance of 1451.91 feet to an intersection with the Northerly right-of-way line of the South Florida Water Management District Canal C-21; thence S 46° 08' 23" E, along said right-of-way line, a distance of 6.60 feet to a point on the North line of a parcel of land described in Deed Book 14, Page 440, Public Records of Hendry County, Florida as shown on the Central and Southern Florida Flood Control District, Canal 21 Right-Of-Way and Topo Map, drawing number C-21-3. dated 11/3/70, and the Point of Beginning of the parcel of land herein described; thence continue S 46° 08' 23" E, along said right-of-way line, a distance of 387.88 feet to the beginning of a curve to the left; thence along the arc of the curved right-of-way line (said curve being curved concave to the Northeast with a delta angle of 34° 07' 01" and a radius of 160.00 feet, and having a chord bearing of S 63° 11' 53" E and a chord length of 93.87 feet) a distance of 95.27 feet to the end of this curve and to an intersection with a non-tangent line; thence S 10° 37' 08" W, along said right-of-way line, a distance of 14.95 feet; thence S 80° 09' 45" E, along said right-of-way line, a distance of 1827.63 feet; thence N 10° 13' 21" E, along said right-of-way line, a distance of 10.12 feet; thence Easterly along said right-of-way line, being the arc of a non-tangent curve to the left (said curve being curved concave to the North with a delta angle of 23° 20' 14" and a radius of 165.00 feet, and having a chord bearing of N 88° 09' 49" E and a chord length of 66.74 feet) a distance of 67.21 feet to the end of this curve and a point of tangency; thence N 76° 29' 42" E, along said right-of-way line, a distance of 1373.84 feet to the Northerly line of a parcel of land described in Deed Book 14, Page 440, Public Records of Hendry County, Florida, as shown on the Central and Southern Florida Flood Control District, Canal 21 Right-Of-Way and Topo Map, drawing number C-21-3. dated 11/3/70; thence S 85° 06' 34" E, along the North line of said Deed Book 14, Page 440, a distance of 846.79 feet to a point on the O'Brien Meander Line; thence S 70° 18' 52" E, along said O'Brien Meander Line, a

distance of 81.87 feet to an intersection with the Southerly right-of-way line of said Canal C-21; thence N 76° 19' 44" W, along said right-of-way line, a distance of 53.13 feet to the beginning of a curve to the left; thence along the arc of the curved right-of-way line (said curve being curved concave to the South with a delta angle of 27° 11' 43" and a radius of 390.00 feet, and having a chord bearing of N 89° 55' 36" W and a chord length of 183.38 feet) a distance of 185.11 feet to the end of this curve and a point of tangency; thence S 76° 28' 32" W, along said right-of-way line, a distance of 2020.83 feet to the beginning of a non-tangent curve to the right; thence along the arc of the curved right-of-way line (said curve being curved concave to the North with a delta angle of 23° 17' 31" and a radius of 410.00 feet, and having a chord bearing of S 88° 19' 33" W and a chord length of 165.53 feet) a distance of 166.67 feet to the end of this curve and to an intersection with a non-tangent line; thence N 80° 09' 48" W, along said right-of-way line, a distance of 1827.46 feet to the beginning of a non-tangent curve to the right; thence along the arc of the curved right-of-way line (said curve being curved concave to the Northeast with a delta angle of 34° 07' 44" and a radius of 410.00 feet, and having a chord bearing of N 63° 12' 00" W and a chord length of 240.62 feet) a distance of 244.22 feet to the end of this curve; thence N 46° 08' 08" W, along said right-of-way line, a distance of 650.18 feet to a point on the North line of said Section 8; thence N 89° 32' 44" E, along the North line of said Section 8, a distance of 313.44 feet to an intersection with the North line of said Deed Book 14, Page 440; thence S 85° 06' 34" E, a distance of 49.52 feet to the Point of Beginning.

AND:

Parcel C7100-001

Those parts of Lots 113, 114, 115, 116, and 119 of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying easterly of the easterly right-of-way line of the Miami Canal (now Levee 25), lying North of the Bolles Canal, and lying South of the North right-of-way line of the Levee 21, said right-of-way line being more particularly described as follows:

Commence at the Southwest corner of Section 34, Township 44 South, Range 35 East; thence N 00° 18' 14" W along the West line of said Section 34, a distance of 114.97 feet to a point on the Westerly extension of the North right-of-way line of Levee 21 lying within the right-of-way of the Miami Canal (now Levee 25); thence N 89° 58' 18" E along said Westerly extension of the North right-of-way line of Levee 21, a distance of 211.95 feet to the intersection of the Easterly right-of-way line of the Miami Canal (now Levee 25) with the North right-of-way line of Levee 21 as marked by a nail embedded in rock with disk stamped "LB 4108" said point being the Point of Beginning; thence continue N 89° 58' 18" E along said North right-of-way line, a distance of 3422.19 feet; thence continuing along said North right-of-way line of Levee 21, N 89° 42' 22" E a distance of 1644.07 feet to the East line of said Section 34 and the Point of Terminus of said line. Said Point of Terminus lying N 00° 19' 34" W, a distance of 103.61 feet

from the Southeast corner of said Section 34 and 1.39 feet South of an iron rail lying on the said Section line.

AND:

Those parts of Lots 117, 118, and 120 through 128, inclusive, of Okeechobee Fruit Lands Company's Subdivision Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying South of the North right-of-way line of the Levee 21, said right-of-way line being more particularly described as follows:

Commence at the Southwest corner of Section 34, Township 44 South, Range 35 East; thence N 00° 18' 14" W along the West line of said Section 34, a distance of 114.97 feet to a point on the Westerly extension of the North right-of-way line of Levee 21 lying within the right-of-way of the Miami Canal (now Levee 25); thence N 89° 58' 18" E along said Westerly extension of the North right-of-way line of Levee 21, a distance of 211.95 feet to the intersection of the Easterly right-of-way line of the Miami Canal (now Levee 25) with the North right-of-way line of Levee 21 as marked by a nail embedded in rock with disk stamped "LB 4108" said point being the Point of Beginning; thence continue N 89° 58' 18" E along said North right-of-way line, a distance of 3422.19 feet; thence continuing along said North right-of-way line of Levee 21, N 89° 42' 22" E a distance of 1644.07 feet to the East line of said Section 34 and the Point of Terminus of said line. Said Point of Terminus lying N 00° 19' 34" W, a distance of 103.61 feet from the Southeast corner of said Section 34 and 1.39 feet South of an iron rail lying on the said Section line.

AND:

Parcel CA100-001 (A)

That part of the North 1/2 of the Northwest 1/4, that part of the Northwest 1/4 of the Northeast 1/4, that part of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 and that part of the South 1/2 of Section 11, Township 44 South, Range 35 East lying within the right-of-way of the Miami Canal (now Levee 25);

LESS AND EXCEPT a parcel of land in Sections 11 and 14, Township 44 South, Range 35 East, Palm Beach County, Florida, being described in Deed Book 818, page 223 and being more particularly described as follows:

Beginning at the railroad iron marking the corner Sections 10, 11, 14 and 15, Township 44 South, Range 35 East, Palm Beach County, Florida; thence N 00° 28' 40" E, along the West line of Section 11, a distance of 200 feet to a point; thence S 89° 37' 36" E, parallel to the South line of Section 11, a distance of 183.12 feet, more or less, to the West right-of-way line of Everglades Drainage District's Miami Canal; thence S 12° 03' 05" W, along said right-of-way line, a distance of 204.22 feet, more or less, to its intersection with the Section line between Sections 11 and 14; thence continue S 12° 03' 05" W, along said canal right-of-way line, a distance of 81.69 feet to a point; thence N 89° 37' 36" W, parallel to the North line of Section 14, a distance of 125.69 feet, more or less, to a point on the West line of said Section 14; thence N 00° 26' 00" E, along the West line of Section 14, a distance of 80.00 feet, more or less, to the Point of Beginning;

Also LESS AND EXCEPT the following described parcel:

A strip of land generally 50 feet in width, located in Section 11, which lies Westerly and adjoining the existing right-of-way for the Miami Canal, and Easterly of and contiguous to the following specifically described line:

From the Southwest corner of Section 11, Township 44 South, Range 35 East, bear N 89° 50' 15" E, along the South line of said Section 11, a distance of 91.05 feet; thence N 11° 29' 29" E, a distance of 204.22 feet to a point on the North line of Ritta Drainage District pump house and residential property, which point is 180 feet Westerly of, measured at right angle to, the centerline of Miami Canal, and the Point of Beginning; thence along a line 180 feet westerly and parallel to the centerline of Miami Canal, N 11° 29' 29" E, a distance of 86.22 feet to a point; thence N 18° 43' 34" E, a distance of 773.11 feet to a point; thence N 22° 34' 04" E, a distance of 1109.93 feet to a point; thence N 23° 23' 24" E, a distance of 2300.91 feet to a point; thence N 24° 36' 26" E, a distance of 409.03 feet to a point; thence N 28° 25' 57" E, a distance of 857.03 feet, more or less, to a point on the North line of said Section 11, a distance of 2321.74 feet East of the Northwest corner thereof, and the end of the specifically described line;

Also LESS AND EXCEPT the following described parcel:

A strip of land generally 30 feet in width, located in Section 11, which lies Easterly and adjoining the existing right-of-way for the Miami Canal and Westerly of and continuous to the following specifically described line:

From the Southwest corner of Section 11, Township 44 South, Range 35 East, bear N 89° 50' 15" E, along the South line of said Section 11, a distance of 438.21 feet to a point, which point is 160 feet Easterly of, measured at right angle to, the centerline of Miami Canal and the Point of Beginning; thence along a line 160 feet Easterly and parallel to the centerline of the Miami Canal, N 11° 29' 29" E, a distance of 198.73 feet to a point; thence N 18° 43' 34" E, a distance of 740.20 to a point; thence N 22° 34' 04" E, a distance of 1096.08 feet to a point; thence N 23° 23' 24" E, a distance of 2300.46 feet to a point; thence N 24° 36' 26" E, a distance of 394.07 feet to a point; thence N 28° 25' 57" E, a distance of 979.73 feet to a point; thence N 23° 38' 25" E, a distance of 50.34 feet, more or less, to a point on the North line of said Section 11, a distance of 65.54 feet East of the North 1/4 corner thereof and the end of the specifically described line;

Also LESS AND EXCEPT the following parcel described in Official Records Book 3029, page 1528:

A strip of land in that part of Sections 2, 11, 14 and 15, Township 44 South, Range 35 East lying Easterly of the right-of-way for South Florida Water Management District's Levee 25; said strip of land being specifically described as follows:

From an Iron Rail marking the Southeast corner of said Section 15 bear S 89° 43' 37" W, along the South line of said Section 15, a distance of 939.76 feet to the intersection thereof with the Easterly right-of-way line of said Levee 25; thence N 14° 41' 09" E, along said right-of-way line, a distance of 70.00 feet; thence N 89° 43' 37" E, along said right-of-way line, a distance of 20.70 feet to the Point of Beginning; thence N 14° 41' 09" E, a distance of 1258.78 feet; thence N 14° 01' 06" E, a distance of 1579.62 feet; thence N 16° 52' 26" E, a distance of 500.40 feet; thence N 13° 54' 01" E, a distance of 197.04 feet to a point on the West line of said Section 14, said point bears S 00° 06' 52" E, a distance of 1802.65 feet from the Northwest corner of said Section 14; thence continue N 13° 54' 01" E, a distance of 1609.14 feet; thence N 11° 29' 16" E, a distance

of 246.37 feet to a point on the North line of said Section 14; said point bears N 89° 49' 54" E, a distance of 439.34 feet from the Northwest corner of said Section 14; thence continue N 11° 29' 16" E, a distance of 198.56 feet ; thence N 18° 43' 26" E, a distance of 740.13 feet; thence N 22° 31' 19" E, a distance of 1096.01 feet; thence N 23° 22' 25" E, a distance of 2300.48 feet; thence N 24° 36' 15" E, a distance of 393.83 feet; thence N 28° 25' 53" E, a distance of 979.16 feet; thence N 23° 38' 10" E, a distance of 50.95 feet to a point on the South line of said Section 2; said point bears N 89° 47' 21" E, a distance of 2705.67 feet from the Southwest corner of said Section 2; thence continue N 23° 38' 10" E, a distance of 469.12 feet; thence N 30° 15' 18" E, a distance of 489.67 feet; thence N 34° 12' 55" E, a distance of 613.84 feet; thence N 42° 25' 48" E, a distance of 170.85 feet to the intersection thereof with the Southerly right-of-way line of the Florida East Coast Railroad; all preceding courses from here to the Point of Beginning were along the Easterly right-of-way line of South Florida Water Management District's Levee 25; thence S 45° 07' 59" E, along said Railroad right-of-way line, a distance of 25.02 feet; thence S 42° 25' 48" W, a distance of 167.99 feet; thence S 34° 12' 55" W, a distance of 611.18 feet; thence S 30° 15' 18" W, a distance of 487.36 feet; thence S 23° 38' 10" W, a distance of 456.62 feet to the intersection thereof with the South line of said Section 2; thence continue S 23° 38' 10" W, a distance of 63.05 feet; thence S 28° 25' 53" W, a distance of 979.37 feet; thence S 24° 36' 15" W, a distance of 392.73 feet; thence S 23° 22' 25" W, a distance of 2300.03 feet; thence S 22° 31' 19" W, a distance of 1095.00 feet; thence S 18° 43' 26" W, a distance of 737.72 feet; thence S 11° 29' 16" W, a distance of 191.83 feet to the intersection thereof with the South line of said Section 11; thence N 89° 49' 54" E, along said South line, a distance of 10.22 feet; thence S 11° 29' 16" W, a distance of 254.83 feet; thence S 13° 54' 01" W, a distance of 1750.10 feet to the intersection thereof with the West line of said Section 14; thence continue S 13° 54' 01" W, a distance of 57.73 feet; thence S 16° 52' 26" W, a distance of 500.44 feet; thence S 14° 01' 06" W, a distance of 1578.95 feet; thence S 14° 41' 09" W, a distance of 1249.63 feet; thence S 89° 43' 37" W, a distance of 36.23 feet to the Point of Beginning.

AND:

All of that part of Section 14, Township 44 South, Range 35 East lying within the right-of-way of the Miami Canal (now Levee 25);

LESS AND EXCEPT that portion of that parcel described in Deed Book 818, page 223;

Also LESS AND EXCEPT the following described parcel:

A parcel of land, located in the Northwest 1/4 of the Northwest 1/4 of Section 14, which lies Westerly and contiguous to the centerline of the Miami Canal, and Easterly of and contiguous to the following specifically described line:

From the Northwest corner of Section 14, Township 44 South, Range 35 East, bear N 89° 50' 15" E, along the North line of said Section 14, a distance of 91.05 feet to a point, which point is 180 feet Westerly of, measured at right angle to, the centerline of Miami Canal and the Point of Beginning; thence along a line 180 feet Westerly and parallel to the centerline of Miami Canal, S 11° 29' 29" W, a distance of 81.69 feet to a point on the South line of Ritta Drainage District parcel; thence continue S 11° 29' 29" W, a distance of 87.72 feet to a point; thence S 13° 54' 12" W, a distance of 237.37 feet, more or less, to a point on the West line of Section 14, a distance of 396.17 feet South of the Northwest corner thereof; thence along the West line of Section 14, S 00° 02' 16" E to the point of

intersection with the centerline of the Miami Canal, a computed distance of 747.12 feet and the end of the specifically described line;

Also LESS AND EXCEPT the following described parcel:

A parcel of land, located in the Northwest 1/4 of Section 14, which lies Easterly and contiguous to the centerline of the Miami Canal, and Westerly of and contiguous to the following specifically described line:

From the Northwest corner of Section 14, Township 44 South, Range 35 East, bear N 89° 50' 15" E, along the North line of said Section 14, a distance of 438.21 feet to a point, which point is 160 feet Easterly of, measured at right angle to, the centerline of Miami Canal and the Point of Beginning; thence along a line 160 feet Easterly and parallel to the centerline of Miami Canal, S 11° 29' 29" W, a distance of 246.78 feet to a point, thence S 13° 54' 12" W, a distance of 1614.20 feet, more or less, to the intersection with the West line of said Section 14, a distance of 3485.50 feet, more or less, North of the Southwest corner thereof, and the end of the specifically described line;

Also LESS AND EXCEPT that part lying in that parcel described in Official Records Book 3029, page 1528.

AND:

That part of the Northeast 1/4 of the Northeast 1/4 and that part of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 44 South, Range 35 East lying within the right-of-way of the Miami Canal (now Levee 25);

LESS AND EXCEPT the following described parcel:

A strip of land 50 feet in width, lying Westerly of, parallel, contiguous and as measured at right angles to the West line of the existing right-of-way for the Miami Canal, extending through all of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 44 South, Range 35 East; said West line of the existing right-of-way being 130 feet Westerly of, parallel and as measured at right angles to the centerline of the original channel of the Miami Canal;

Also LESS AND EXCEPT the following described parcel:

A strip of land 50 feet in width, lying Westerly of, parallel, contiguous and as measured at right angles to the West line of the existing right-of-way for the Miami Canal, extending through all of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 44 South, Range 35 East; said West line of existing right-of-way being 130 feet Westerly of, parallel and as measured at right angles to the centerline of the original channel of the Miami Canal;

Also LESS AND EXCEPT the following described parcel:

A strip of land generally 30 feet in width, located in Section 15, which lies Easterly and adjoining the existing right-of-way for the Miami Canal, and Westerly of and contiguous to the following specifically described line:

From the Southeast corner of Section 15, Township 44 South, Range 35 East, bear S 89° 49' 35" W, along the South line of said Section 15, a distance of 935.47 feet to the Point of Beginning; thence N 14° 41' 30" E, a distance of 70.00 feet to a point; thence N 89° 49' 35" E, a distance of 20.69 feet to a point; thence along a line 160 feet Easterly and parallel to the centerline of the Miami Canal, N 14° 41' 30" E, a distance of 1263.28 feet to a point; thence N 14° 01' 17" E, a distance of 1579.92 feet to a point; thence N 16° 52' 35" E, a distance of 500.49 feet to a point; thence N 13° 54' 12" E, a distance of

192.53 feet, more or less, to a point on the East line of said Section 15, a distance of 3485.50 feet, more or less, North of the Southeast corner thereof; thence N 00° 02' 16" W, along the East line of said Section 15, a distance of 124.52 feet to a point on the existing East right-of-way line for the Miami Canal, and the end of the specifically described line;

Also LESS AND EXCEPT that part lying in that parcel described in Official Records Book 3029, page 1528.

AND:

All of that part of Section 22, Township 44 South, Range 35 East lying within the right-of-way of the Miami Canal (now Levee 25);

LESS AND EXCEPT that part lying within the United States Sugar Corporation Railroad Corridor described in Official Records Book 23180, pages 854 through 918 of the Public Records of Palm Beach County, Florida.

AND:

That part of Lot 21 of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying within the right-of-way of the Miami Canal (now Levee 25);

AND:

That part of Lots 45 through 47, inclusive, of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying within the right-of-way of the Miami Canal (now Levee 25);

AND:

That part of Lots 50 through 52, inclusive, of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying within the right-of-way of the Miami Canal (now Levee 25);

AND:

That part of Lot 83 of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying within the right-of-way of the Miami Canal (now Levee 25);

AND:

Parcel CA100-001 (B)

That part of the South 1/4 of Section 27, Township 44 South, Range 35 East lying within the right-of-way of the Miami Canal (now Levee 25);

LESS AND EXCEPT the following described parcel:

A strip of land 70 feet in width lying Easterly of, parallel, contiguous and as measured at right angles to the East line of the existing right-of-way for the Miami Canal, extending through all of the South 1/4 of Section 27, Township 44 South, Range 35 East.

Said existing right-of-way referenced above being the original right-of-way which was 260 feet in width, lying 130 feet each side of, parallel, contiguous and as measured at right angles to the centerline of the original channel of the Miami Canal;

Also LESS AND EXCEPT the following described parcel:

A strip of land 70 feet in width lying Westerly of, parallel, contiguous and as measured at right angles to the West line of the existing right-of-way for the Miami Canal, extending through all of the South 1/4 of Section 27, Township 44 South, Range 35 East.

Said existing right-of-way referenced above being the original right-of-way which was 260 feet in width, lying 130 feet each side of, parallel, contiguous and as measured at right angles to the centerline of the original channel of the Miami Canal.

AND:

That part of Lot 12 of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying east of the original right-of-way of the Miami Canal and within the right-of-way of Levee 25. Said Levee 25 right-of-way being 400 feet in width, lying 200 feet each side of, parallel, contiguous and as measured at right angles to the centerline of the original channel of the Miami Canal;

AND:

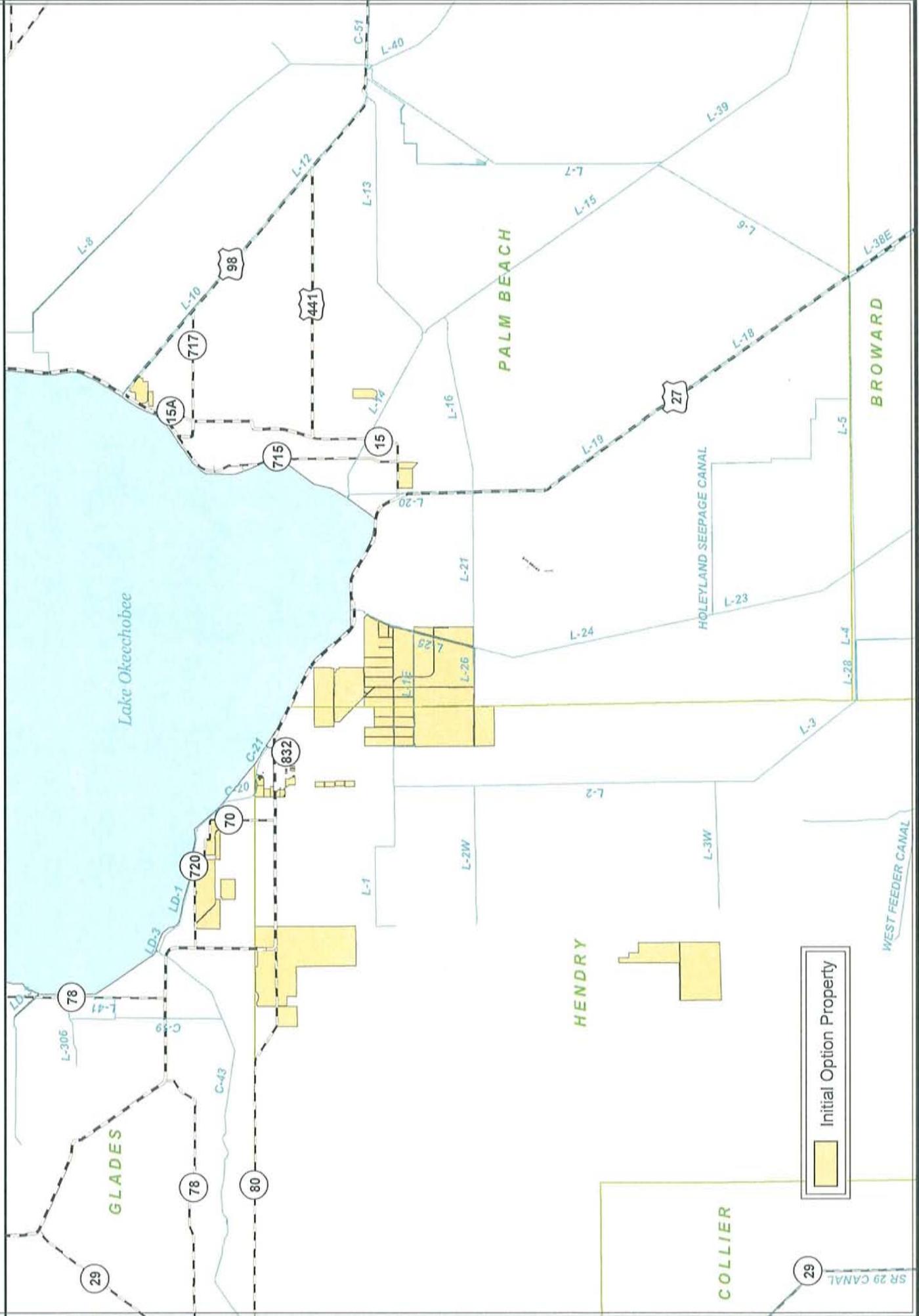
That part of Lot 82 of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying east of the original right-of-way of the Miami Canal and within the right-of-way of Levee 25. Said Levee 25 right-of-way being 400 feet in width, lying 200 feet each side of, parallel, contiguous and as measured at right angles to the centerline of the original channel of the Miami Canal;

AND:

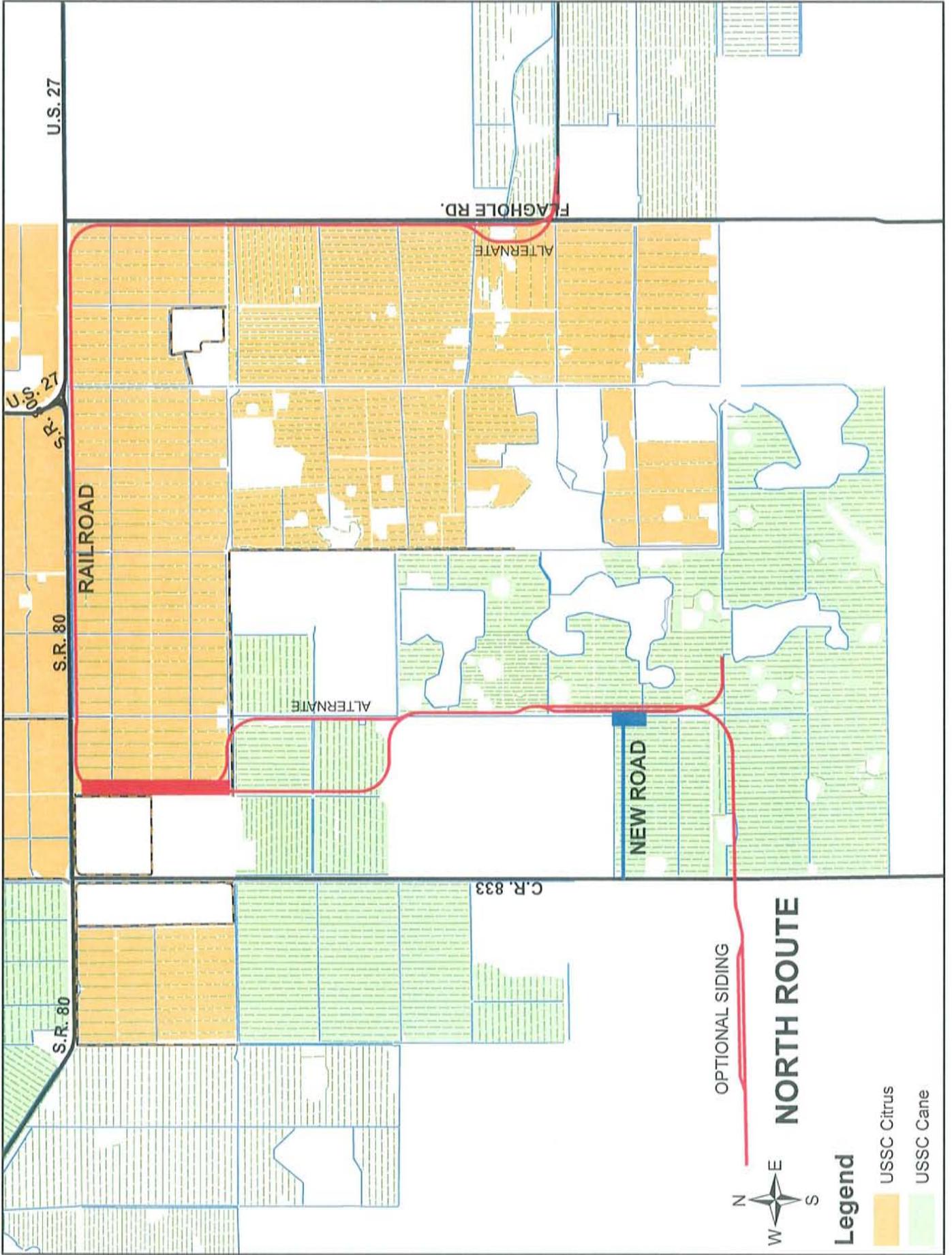
That part of Lots 111 through 114, inclusive, of Okeechobee Fruit Lands Company's Subdivision of Section 34, Township 44 South, Range 35 East, according to the Plat thereof recorded in Plat Book 1, page 145, Public Records of Palm Beach County, lying east of the original right-of-way of the Miami Canal and within the right-of-way of Levee 25. Said Levee 25 right-of-way being 400 feet in width, lying 200 feet each side of, parallel, contiguous and as measured at right angles to the centerline of the original channel of the Miami Canal.

River of Grass

EXHIBIT 26.a.(1)



Initial Option Property



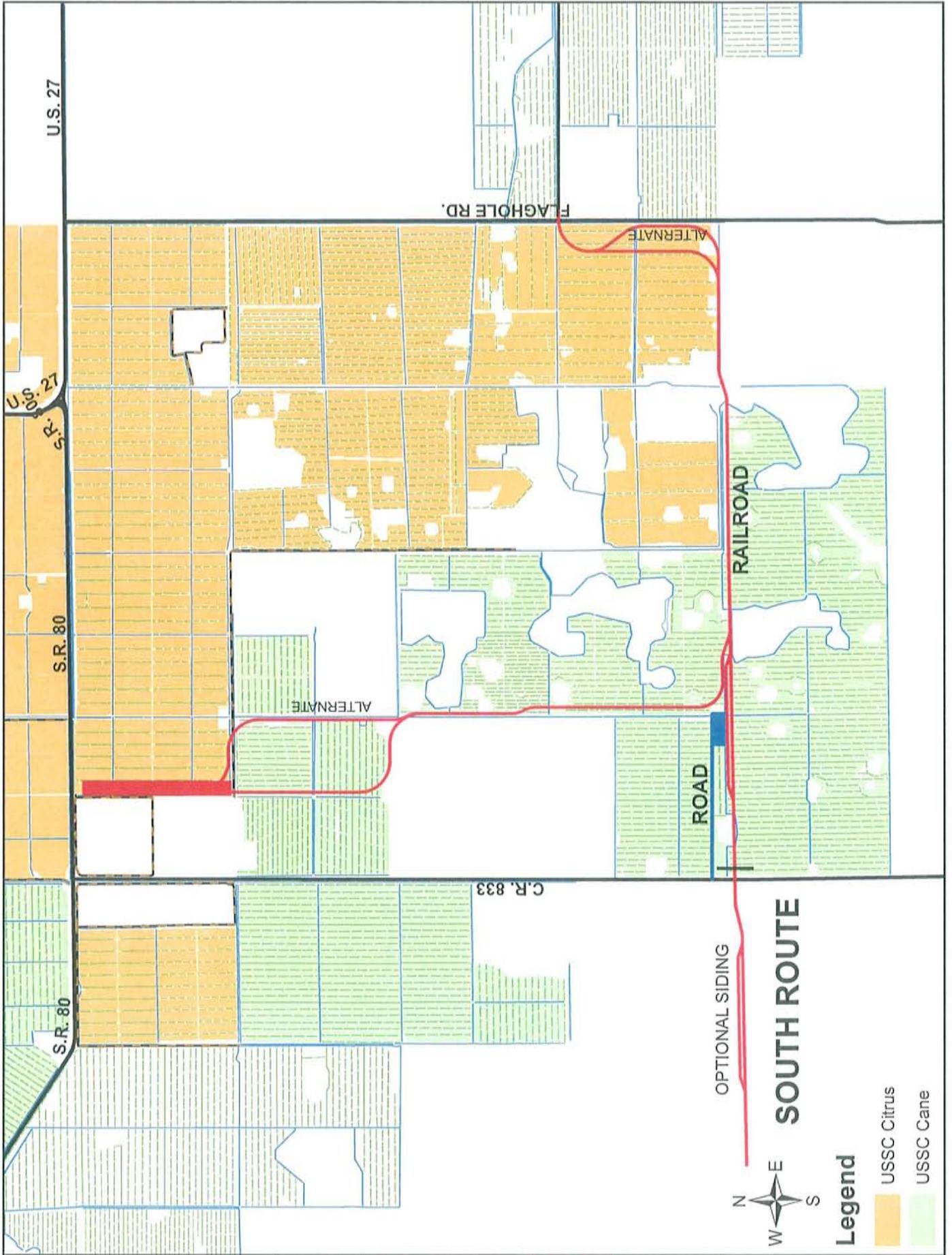


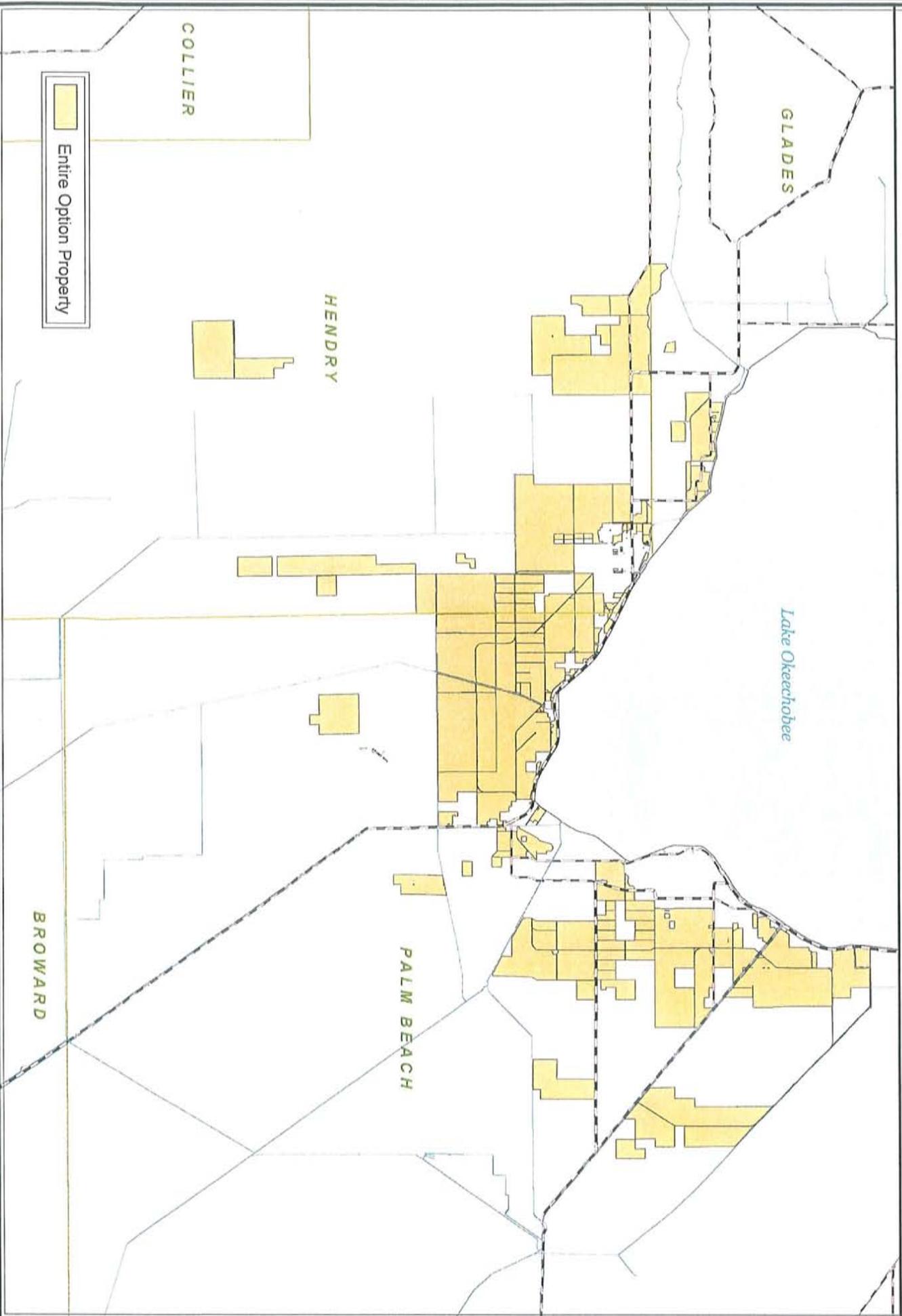
EXHIBIT 26.a(2)

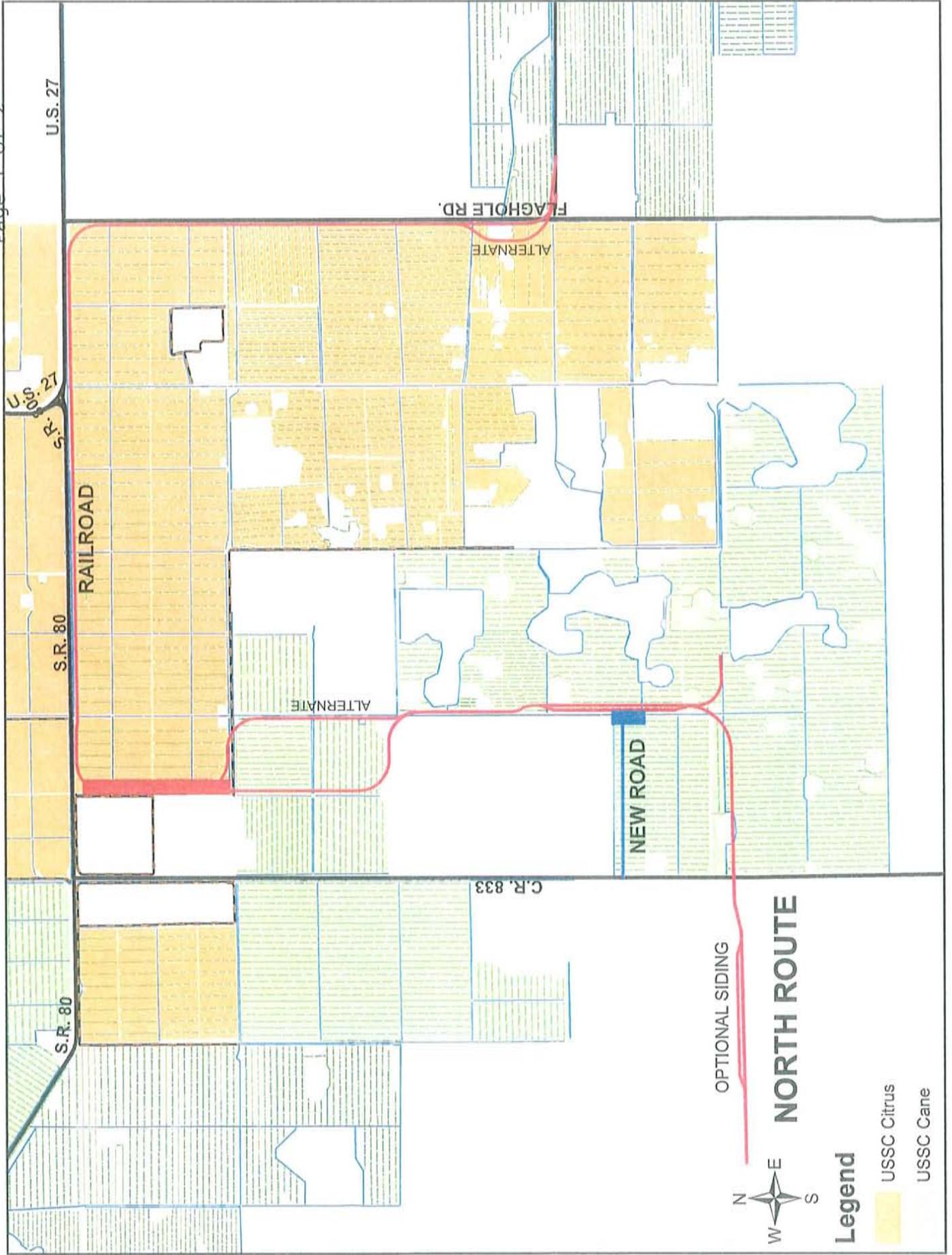
ENTIRE OPTION PROPERTY DESCRIPTION

[SEE ATTACHED SKETCH]

The legal description of the Entire Option Property (to the extent that the Initial Option is not timely exercised) shall be less and except one of the two (2) options for the proposed extension of the railroad system attached hereto as Exhibit 26.a(1)-A, which option shall be selected by SELLER within thirty (30) days after the BUYER's exercise of the Entire Option in accordance with Second Amended and Restated Agreement for Sale and Purchase to which this exhibit is attached.

River of Grass





OPTIONAL SIDING



NORTH ROUTE

Legend

-  USSC Citrus
-  USSC Cane

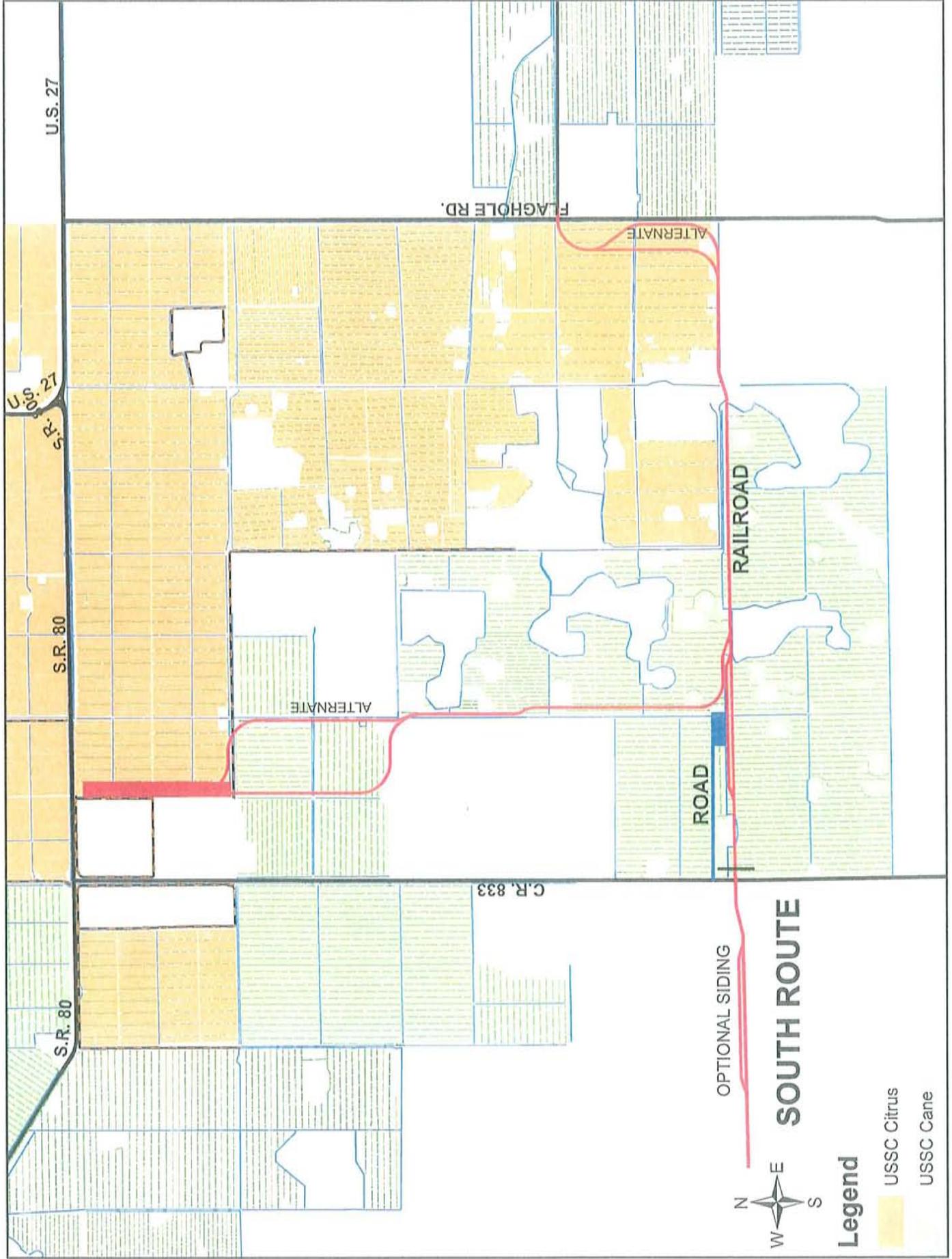


EXHIBIT 26.j(1)

INSPECTION PERIOD

BUYER shall have until 11:59 p.m., on the ninetieth (90th) day following the execution of the Option Purchase Agreement ("Inspection Period Termination Date") to inspect, investigate and examine, at BUYER's expense, those certain matters specifically described below (the "Inspection Matters"). If BUYER, in its sole and absolute discretion, determines that any Inspection Matters are not acceptable to BUYER, then BUYER shall be entitled to terminate the Option Purchase Agreement upon delivery of written notice to SELLER on or before the Inspection Period Termination Date (the "Termination Notice"). Upon such termination by BUYER, both parties shall be released of all obligations with respect to each other under the Option Purchase Agreement. Otherwise, if BUYER fails to deliver a Termination Notice on or before the Inspection Period Termination Date, the Option Purchase Agreement shall remain in full force and effect. If BUYER terminates the Option Purchase Agreement at any time, then, within ten (10) days thereafter, BUYER shall deliver to SELLER copies of all final, inspection reports, test results and studies prepared for it regarding the Premises, but such delivery shall be without representation or warranty from BUYER of any kind, shall at all times be subject to the rights of the professionals and other preparers of such inspection reports, test results and studies, and BUYER shall have no liability whatsoever to any Person in connection with such inspection reports, test results and studies. In connection with BUYER's delivery to SELLER of the copies described above, SELLER shall be responsible to pay for the duplication costs customarily charged by BUYER in connection with the same.

For purposes hereof, "Inspection Matters" shall be limited to:

1. Best Management Practices and Monitoring
2. Soil Inversion Project and Results and Environmental Matters
3. Permits/Governmental Approvals
4. Title Matters
5. Survey Matters
6. Unrecorded Easements and Agreements Disclosed by SELLER and its Counsel
7. Railroad Agreements and Easements
8. Insurance Claims and Information
9. Matters Related to Schedules and Exhibits

EXHIBIT 26.j(2)

DRAINAGE EASEMENT AREA

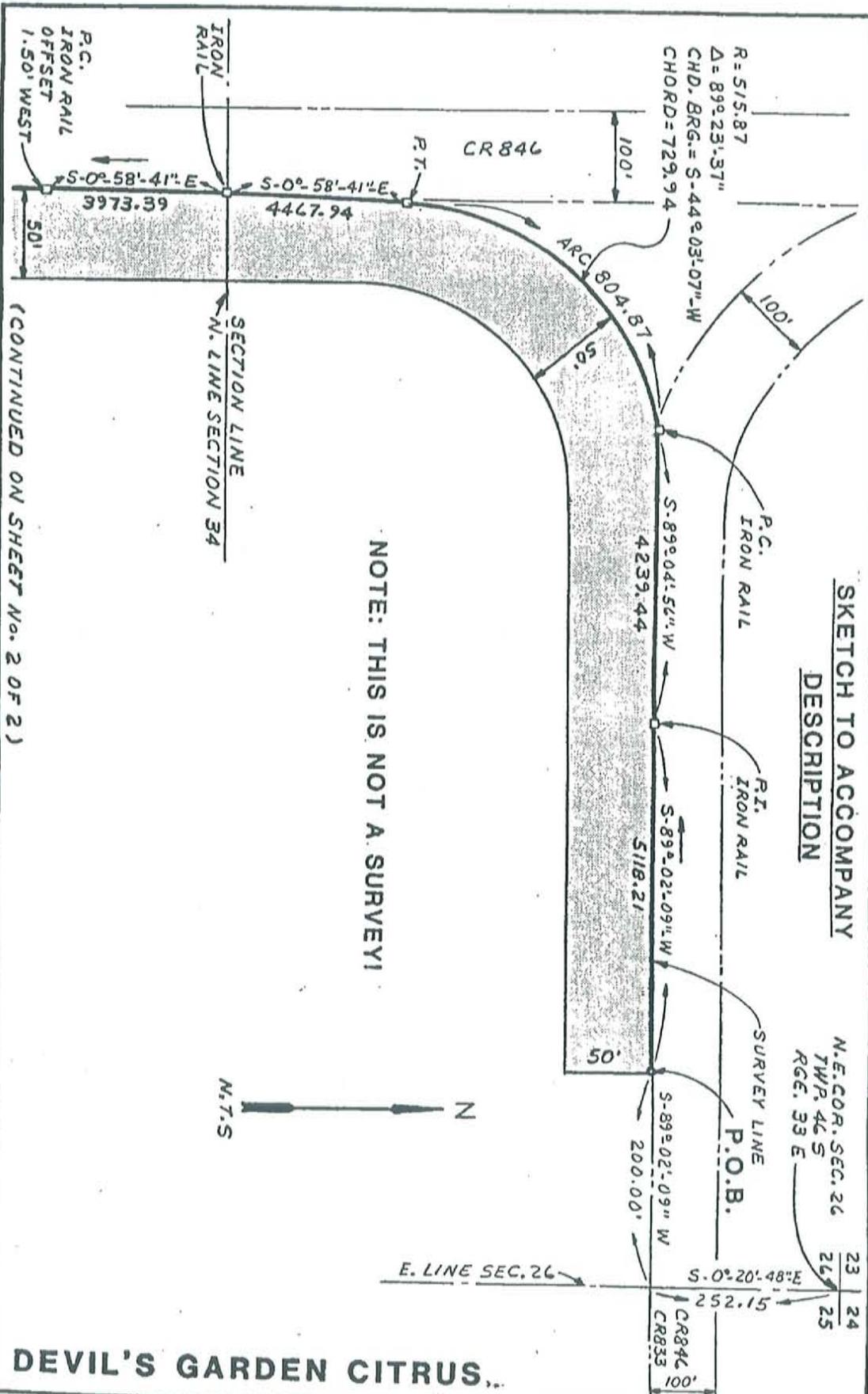
[SEE ATTACHED]

DRAINAGE EASEMENT

A 50-foot strip of land being in Sections 26, 27, and 34, Township 46 South, Range 32 East, and Section 3, Township 47 South, Range 32 East, Hendry County, Florida, and lying to the left of, parallel, and contiguous with a survey line described as follows:

From the northeast corner of said Section 26 proceed S-0°-20'-48"-E along the east line of said Section 26 a distance of 252.15 feet to the southerly right-of-way (100 feet wide) of County Road 846, also known as County Road 833, as laid out and in use; Thence run S-89°-02'-09"-W along said Road right-of-way a distance of 200.00 feet for the point-of-beginning of the herein described survey line:

From said point-of-beginning continue S-89°-02'-09"-W along said Road right-of-way a distance of 5,118.21 feet to an iron rail marking the point-of-intersection of said Road right-of-way; Thence run S-89°-04'-56"-W along said Road right-of-way a distance of 4,239.44 feet to an iron rail marking the point-of-curvature of a tangent curve to the left (Curve on the Road right-of-way is to the right.); Thence run 804.87 feet along said curve to the point-of-tangency on the easterly right-of-way of County Road 846, said curve being concave to the southeast, having a radius of 515.87 feet with a long chord that bears S-44°-03'-07"-W and is 729.94 feet long; Thence run S-0°-58'-41"-E along said Road right-of-way a distance of 4,467.94 feet to an iron rail marking the north line of said Section 34 with the east right-of-way of County Road 846; Thence continue S-0°-58'-41"-E along said Road right-of-way a distance of 3,973.39 feet to the point-of-curvature of said Road right-of-way, with an iron rail at this location offset to the west 1.50 feet; Thence run S-0°-54'-51"-E a distance of 1,380.19 feet to an iron rail on the north line of said Section 3; Thence continue S-0°-54'-51"-E a distance of 579.97 feet to the northerly right-of-way, as laid out and in use, of the Deer Fence Canal.



SKETCH TO ACCOMPANY
DESCRIPTION

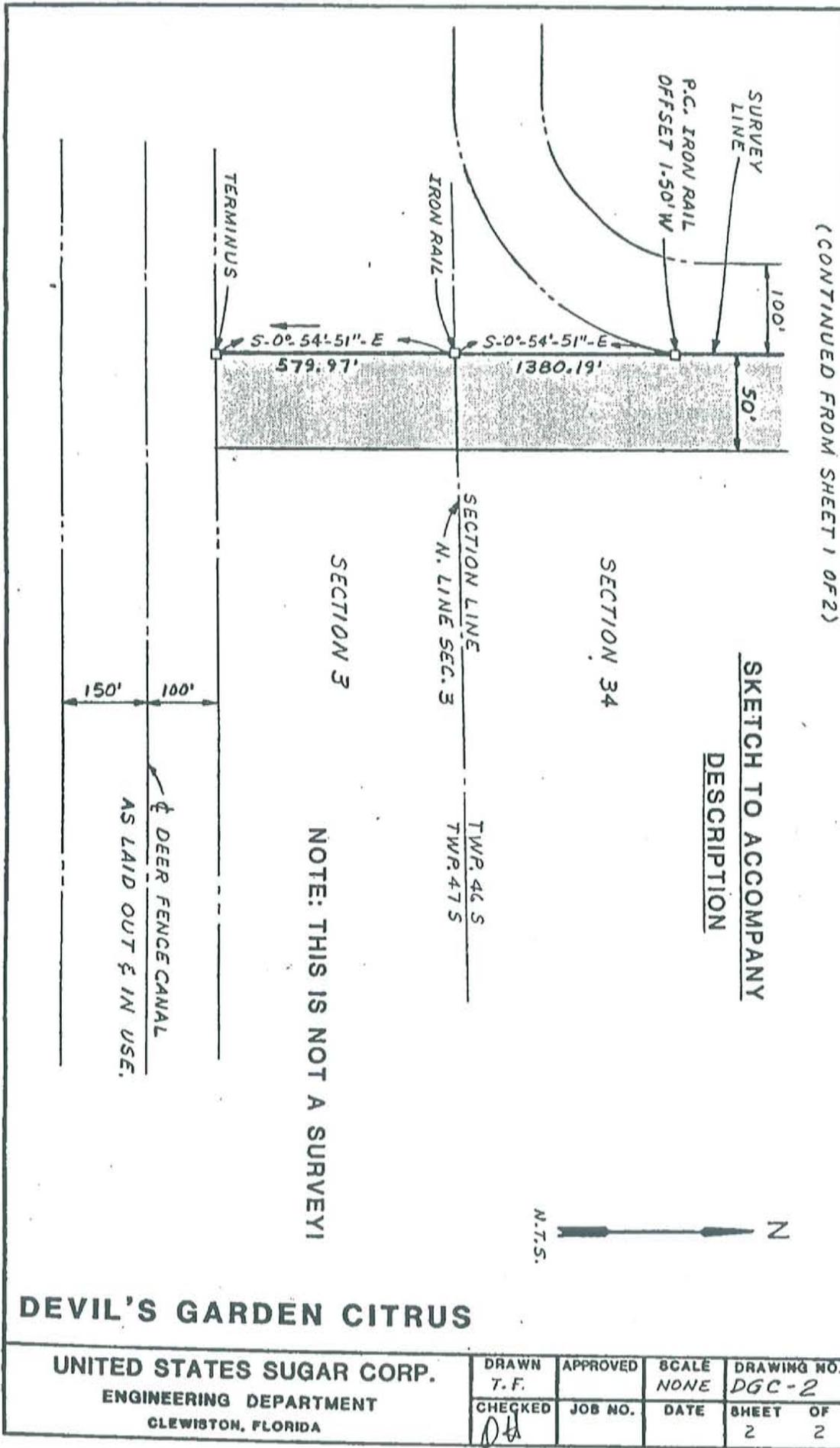
N.E. COR. SEC. 26
TWP. 46 S
RGE. 33 E

23
24
25

DEVIL'S GARDEN CITRUS..

UNITED STATES SUGAR CORP.
ENGINEERING DEPARTMENT
CLEWISTON, FLORIDA

| | | | |
|----------------------|----------|---------------|----------------------|
| DRAWN T.F. | APPROVED | SCALE NONE | DRAWING NO. DGC-1 |
| CHECKED <i>DT</i> | JOB NO. | DATE | SHEET OF 1 2 |



DEVIL'S GARDEN CITRUS

UNITED STATES SUGAR CORP.
ENGINEERING DEPARTMENT
CLEWISTON, FLORIDA

| | | | | |
|----------------------|----------|---------------|----------------------|---------|
| DRAWN T. F. | APPROVED | SCALE NONE | DRAWING NO. DGC-2 | |
| CHECKED <i>DA</i> | JOB NO. | DATE | SHEET 2 | OF 2 |

EXHIBIT 26.j(3)

PROVISIONS FOR NEW LEASE

For the purposes hereof, any New Lease entered into in connection with Seller's sugar cane operations shall be referred to as the "Sugar Lease" and any New Lease entered into in connection with Seller's citrus operations shall be referred to as the "Citrus Lease".

- 1) In the event that the Option is exercised for the Initial Option Property, then:
 - a) The Sugar Lease shall include those portions of the Initial Option Property allocated to Seller's sugar cane operations,
 - b) The Citrus Lease shall include those portions of the Initial Option Property allocated to Seller's citrus operations (it being the intent that all of the Initial Option Property shall be included in the Sugar Lease and/or the Citrus Lease, except for the property described in **Exhibit 26.j(3)-1** attached hereto which shall not be subject to the Sugar Lease or the Citrus Lease), and
 - c) The "Initial Rent" under the Sugar Lease shall be increased at the same rental rate as the initial "Premises" under the Lease;

otherwise, there shall be no changes to the form of the Sugar Lease or the Citrus Lease (although there may be provisions in the applicable lease that may expressly provide for certain provisions to become applicable in the event that the Initial Option Property is acquired by Buyer).

- 2) In the event that the Option is exercised for the Entire Option Property, then:
 - a) With respect to the Sugar Lease,
 - i) The "Premises" under the Sugar Lease shall include those portions of the Entire Option Property allocated to Seller's sugar cane operations (it being the intent that all of the Entire Option Property shall be included in the Sugar Lease and/or the Citrus Lease, except for the property described in **Exhibit 26.j(3)-1** attached hereto which shall not be subject to the Sugar Lease or the Citrus Lease).
 - ii) Section 2.A of the Sugar Lease shall be revised to insert any then existing uses of the applicable portion of the Entire Option Property subject thereto, including, without limitation, any permitted uses under any then existing leases.

- iii) Section 3 of the Sugar Lease shall be revised to provide that the “Lease Term” for the “Premises” thereunder shall terminate on the date which is the next occurring May 1st that follows the twentieth (20th) anniversary of the Closing Date under the Agreement for Sale and Purchase.
 - iv) Section 4.B.(1) of the Lease will not be included in the Sugar Lease.
 - v) Section 5 of the Sugar Lease shall reflect that the “Initial Rent” as of the Commencement Date thereof will be “Fair Market Rent”, and thereafter shall be adjusted to Fair Market Rent on every third anniversary of the commencement date under the Sugar Lease and adjusted annually in accordance with Section 5.F. thereof.
 - vi) Applicable Best Management Practices that are identified in the Lease to be effective when the Entire Option Property is acquired pursuant to the Option shall be made applicable to the Premises under the Sugar Lease.
- b) With respect to the Citrus Lease:
- i) The “Premises” under the Citrus Lease shall include those portions of the Entire Option Property allocated to Seller’s citrus operations (it being the intent that all of the Entire Option Property shall be included in the Sugar Lease and/or the Citrus Lease, except for the property described in Exhibit 26.i(3)-1 attached hereto which shall not be subject to the Sugar Lease or the Citrus Lease).
 - ii) Section 2.A of the Citrus Lease shall be revised to insert any then existing uses of the applicable portion of the Entire Option Property subject thereto, including, without limitation, any permitted uses under any then existing leases.
 - iii) Section 3 of the Citrus Lease shall be revised to provide that the “Lease Term” for the “Premises” thereunder shall terminate on the date which is the next occurring July 1st that follows the twentieth (20th) anniversary of the Closing Date under the Agreement for Sale and Purchase.
 - iv) Applicable Best Management Practices that are identified in the Lease to be effective when the Entire Option Property is acquired pursuant to the Option shall be made applicable to the Premises under the Citrus Lease.

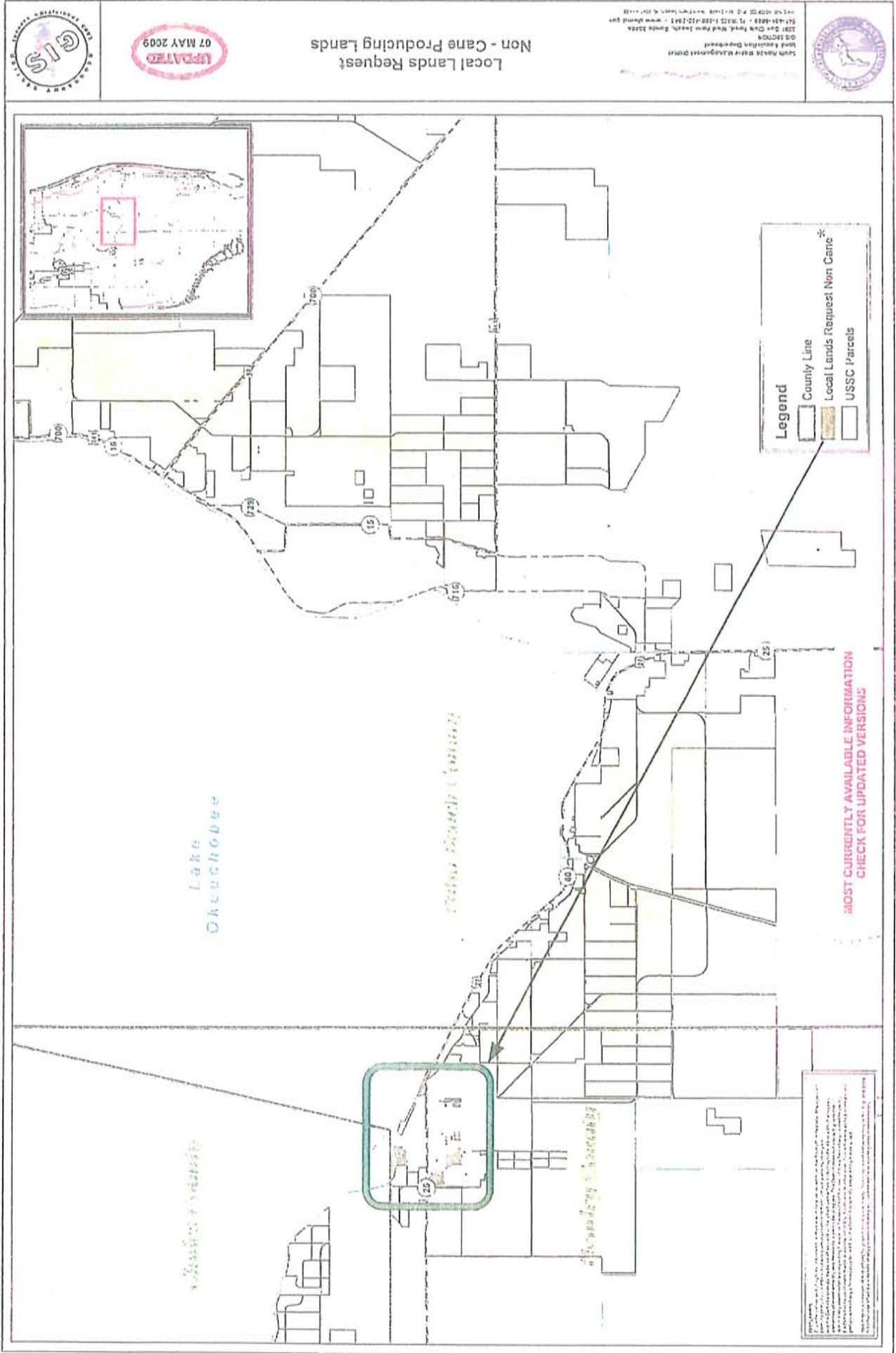
Exhibit 26.j(3)-1 to Exhibit 26.j(3)

NON-SUGAR CANE ACREAGE EXCLUDED FROM LEASE

[SEE ATTACHED]

EXHIBIT 26.j(3)-1- NON-SUGAR CANE ACREAGE

Excluded From Lease



* Darkly shaded areas in box

EXHIBIT 28.0

MEMORANDUM OF AGREEMENT

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

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

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

Optionor and Optionee hereby certify as follows:

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

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

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

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

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

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

Signed, sealed and delivered in the

OPTIONOR:

Presence of:

UNITED STATES SUGAR CORPORATION,

Print Name: _____

a Delaware corporation

Witness

By: _____

Print Name: _____

Print Name: _____

Its _____

Witness

STATE OF FLORIDA
COUNTY OF _____

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

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

Signed, sealed and delivered in the

Presence of:

SBG FARMS, INC., a Florida corporation

Print Name: _____

Witness

By: _____

Print Name: _____

Its _____

Print Name: _____

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of SBG Farms, Inc., a Florida corporation, ____ who is personally known or ____ who has produced _____ as identification.

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____

Signed, sealed and delivered in the

Presence of:

SOUTHERN GARDENS GROVES
CORPORATION, a Florida corporation

Print Name: _____

Witness

By: _____
Print Name: _____
Its _____

Print Name: _____

Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of Southern Gardens Groves Corporation, a Florida corporation, ___ who is personally known or ___ who has produced _____ as identification.

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

Signed, sealed and delivered in the

Presence of:

Print Name: _____

Witness

Print Name: _____

Witness

OPTIONEE:

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

By: _____

Print Name: _____

Its _____

STATE OF FLORIDA
COUNTY OF _____

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

Printed Name: _____

Notary Public State of Florida at Large

My Commission Expires: _____

My Commission Number: _____