

Exhibits

Exhibit A-1	Legal Descriptions of Premises
Exhibit A-2	Property to be Retained by Seller
Exhibit 6.c	Assignment and Assumption of Governmental Approvals
Exhibit 7.a.x	General Escrow Agreement
Exhibit 7.a.xiv	Legal Opinion
Exhibit 9	Deed
Exhibit 10.a	Owner's Affidavit
Exhibit 10.c.iv	General Letter of Credit
Exhibit 11.a.viii	Assignment and Assumption of Tenant Leases
Exhibit 11.a.x	Assignment and Assumption of Contracts
Exhibit 12.a.xvi	Beneficial Interest and Disclosure Affidavit
Exhibit 19.e	Lease
Exhibit 19.f.ii	Tenant Estoppel Certificate
Exhibit 21.c.iv	Remediation Access Agreement

EXHIBIT A-1

LEGAL DESCRIPTIONS OF PREMISES

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

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

(ORB 18394, Pg 1057)

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

TOGETHER WITH,

(ORB 18394, Pg 1060-1061)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOGETHER WITH,

(ORB 18394, Pg 1062)

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

TOGETHER WITH,

(ORB 18394, Pg 1063)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1063)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1064)

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

* spelling incorrect **embankment**

TOGETHER WITH,

(ORB 18394, Pg 1066-1067)

PARCEL NO. 1:

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

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

PARCEL NO. 2:

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

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

TOGETHER WITH,

(ORB 18394, Pg 1068)

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

TOGETHER WITH,

(ORB 18394, Pg 1069)

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

TOGETHER WITH,

(ORB 18394, Pg 1070)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1071)

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

TOGETHER WITH,

(ORB 18394, Pg 1073)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1074)

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

TOGETHER WITH,

(ORB 18394, Pg 1075)

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

TOGETHER WITH,

(ORB 18394, Pg 1076)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1077)

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

TOGETHER WITH,

(ORB 18394, Pg 1078)

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

TOGETHER WITH,

(ORB 18394, Pg 1079)

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

TOGETHER WITH,

(ORB 18394, Pg 1080)

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

TOGETHER WITH

(ORB 18394, Pg 1081)

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

TOGETHER WITH,

(ORB 18394, Pg 1082)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1083)

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

TOGETHER WITH,

(ORB 18394, Pg 1084)

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

TOGETHER WITH,

(ORB 18394, Pg 1085)

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

TOGETHER WITH,

(ORB 18394, Pg 1086)

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

TOGETHER WITH,

(ORB 18394, Pg 1087)

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

TOGETHER WITH,

(ORB 18394, Pg 1088)

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

TOGETHER WITH,

(ORB 18394, Pg 1089)

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

TOGETHER WITH

(ORB 18394, Pg 1091)

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

TOGETHER WITH,

(ORB 18394, Pg 1095)

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

TOGETHER WITH,

(ORB 18394, Pg 1096)

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

TOGETHER WITH,

(ORB 18394, Pg 1099)

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

TOGETHER WITH,

(ORB 18394, Pg 1100)

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

ALSO

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

TOGETHER WITH,

(ORB 18394, Pg 1110-1111)

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

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

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

TOGETHER WITH,

(ORB 18394, Pg 1128)

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

TOGETHER WITH,

(ORB 18394, Pg 1129)

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

TOGETHER WITH,

(ORB 18394, Pg 1130)

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

TOGETHER WITH,

(ORB 18394, Pg 1131)

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

TOGETHER WITH

(ORB 18394, Pg 1132)

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

TOGETHER WITH,

(ORB 18394, Pg 1084)

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

TOGETHER WITH,

(ORB 18394, Pg 1085)

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

TOGETHER WITH,

(ORB 18394, Pg 1086)

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

TOGETHER WITH,

(ORB 18394, Pg 1087)

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

TOGETHER WITH,

(ORB 18394, Pg 1088)

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

TOGETHER WITH,

(ORB 18394, Pg 1089)

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

TOGETHER WITH

(ORB 18394, Pg 1091)

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

TOGETHER WITH,

(ORB 18394, Pg 1095)

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

TOGETHER WITH,

(ORB 18394, Pg 1096)

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

TOGETHER WITH,

(ORB 18394, Pg 1099)

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

TOGETHER WITH,

(ORB 18394, Pg 1100)

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

ALSO

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

TOGETHER WITH,

(ORB 18394, Pg 1110-1111)

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

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

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

TOGETHER WITH,

(ORB 18394, Pg 1128)

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

TOGETHER WITH,

(ORB 18394, Pg 1129)

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

TOGETHER WITH,

(ORB 18394, Pg 1130)

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

TOGETHER WITH,

(ORB 18394, Pg 1131)

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

TOGETHER WITH

(ORB 18394, Pg 1132)

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

West Palm Beach Canal to the point of beginning.

TOGETHER WITH,

(ORB 18394, Pg 1156)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1257)

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

Parcel No. 1:

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

Parcel No. 2:

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

TOGETHER WITH,

(ORB 18394, Pg 1291)

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

TOGETHER WITH,

(ORB 18394, Pg 1292)

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

TOGETHER WITH,

(ORB 18394, Pg 1293)

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

TOGETHER WITH,

(ORB 18394, Pg 1329)

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

TOGETHER WITH,

(ORB 18394, Pg 1332)

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

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

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

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

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

TOGETHER WITH,

(ORB 18394, Pg 1342)

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

TOGETHER WITH,

(ORB 18394, Pg 1343)

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

TOGETHER WITH,

(ORB 18394, Pg 1347)

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

TOGETHER WITH,

(ORB 18394, Pg 1349)

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

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

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

TOGETHER WITH,

(ORB 18394, Pg 1352-1353)

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

TOGETHER WITH,

(ORB 18394, Pg 1354)

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

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

TOGETHER WITH,

(ORB 18394, Pg 1368)

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

LESS AND EXCEPT,

(ORB 18394, Pg 1391)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1408)

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1409-1410)

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

ALSO:

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

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

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

ALSO:

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1460)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1461)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1462)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1463)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1464)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1475)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1476)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1476)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1477)

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

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1479)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1480)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1481)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1482)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1483)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1484-1485)

Parcel "A"

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

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

Parcel "B"

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1487)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1488)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1489)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1490)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1491)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1493)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1494)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1497)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1498)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1499)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1500)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394/Page 1501)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1502)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1503)

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

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

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

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1504)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1505-1506)

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

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

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1507-1508)

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

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

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1509-1510)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1511)

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1512-1513)

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

ALSO:

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

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

ALSO:

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

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

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1515)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1516)

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

All of Section 5;

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

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

The Northeast diagonal one-half of Section 22;

All of Section 23.

ALSO LESS AND EXCEPT,

(ORB 18394, Page 1517)

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1525)

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1533)

Canal Point Plats

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

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1547)

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

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

ALSO LESS AND EXCEPT,

(ORB 18394, Pg 1550)

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

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

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

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

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

TOGETHER WITH,

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

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

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

TOGETHER WITH,

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

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

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

LESS AND EXCEPT,

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

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

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

ALSO LESS AND EXCEPT,

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

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

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

ALSO LESS AND EXCEPT,

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

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

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

ALSO LESS AND EXCEPT,

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

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

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

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

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

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

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

ALSO LESS AND EXCEPT,

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

EXHIBIT A-2

PROPERTY TO BE RETAINED BY SELLER

CLEWISTON MILL & REFINERY

A parcel of land lying in Sections 21, 22, 27 and 28, Township 43 South, Range 34 East, Hendry County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Section 22 and run S00°40'16"E, along the East line of said Section 22, a distance of 7.93 feet to the South right-of-way of Sonora Avenue and the Point of Beginning of the parcel of land herein described; Thence continue S00°40'16"E, along the East line of said Section 22, a distance of 5,311.68 feet to the Southeast corner of said Section 22 (also being the Northeast corner of said Section 27); Thence S00°28'06"E, along the East line of Section 27 a distance of 5,277.32 feet to the Southeast corner of said Section 27; Thence S89°53'09"W, along the South line of said Section 27, a distance of 5,277.88 feet to the Southwest corner of said Section 27 (also being the Southeast of said Section 28); Thence S89°53'05"W, along the South line of the East one-half of said Section 28, a distance of 2,645.73 feet to the Southwest corner of the East one-half of said Section 28; Thence N00°26'11"W, along the West line of the East one-half of said Section 28, a distance of 5,279.74 feet to the Northwest corner of the East one-half of said Section 28 (also being the Southwest corner of the east one-half of Section 21); Thence N00°33'08"W, along the West line of the East one-half of Section 21, a distance of 3,801.54 feet; Thence S61°00'11"W, along the Northeasterly extension of Parcel Z and along the North line of said Parcel Z, described in O.R. Book 125, Page 20, Public Records of Hendry County, Florida, a distance of 440.55 feet to the Northwest corner of said Parcel Z; Thence S00°23'58"E a distance of 267.57 feet to a point on the North line of Tract A for the plat of Harlem Addition No. 7 as recorded in Plat Book 4, Pages 80-81, Public Records of Hendry County, Florida (also being the Southwest corner of Parcel Z); Thence S89°42'01"W, along the North line of said Tract A, a distance of 128.26 feet; Thence S87°27'53"W, along the North line of lands described in O.R. Book 184, page 31, Public Records of Hendry County, Florida, a distance of 20.19 feet, to the Southeast corner of Parcel 7D (also known as Harlem Gardens) as recorded in O.R. Book 125, Page 18; Thence N00°30'39"W, along the East line of said Parcel 7D, a distance of 480.06 feet to the Northeast corner of said Parcel 7D; Thence S89°28'10"W, along the North line of said Parcel 7D, a distance of 848.67 feet to the Southeast corner of a certain parcel of land described in O.R. Book 176, Page 186 of said Public Records of Hendry County, Florida; Thence N00°31'50"W a distance of 100.00 feet to a point on the South line of the plat of South Ridge, as recorded in Plat Book 4, Pages 98-99, Public Records of Hendry County, Florida, (also being the Northeast corner of said parcel described in O.R. Book 176, Page 186); Thence N89°28'10"E, along the South line of said South Ridge, a distance of 1,008.29 feet to the Southeast corner of said South Ridge; Thence N61°32'35"E, along the South line of (and the Northeasterly extension of) a certain parcel of land described in O.R. Book 367, Page 870, Public Records of Hendry County, Florida, a distance of 426.04 feet to a point on the West line of the East one-half of Section 21; Thence N00°33'08"W, along the West line of the east one-half of Section 21, a distance of 954.79 feet to a point on the South right-of-way of Georgia Avenue (formerly known

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

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

EASEMENT A:

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

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

EASEMENT B:

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

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

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

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT:

EASEMENT C:

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

Commencing at the Southwest corner of said Section 14 run N00°28'47"W, along the West line of Section 14, a distance of 47.38 feet; Thence run N43°00'38"E, along the centerline of a United States Sugar Corporation waterline easement, a distance of 5,428.03 feet, to a point on the Southerly right-of-way for Old S.R. 80; Thence continue N43°00'38"E a distance of 66.30 feet to a point on the Northerly right-of-way for Old S.R. 80; Thence continue N43°00'38"E a distance

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

TOGETHER WITH: *

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

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

TOGETHER WITH: *

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

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

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

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

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

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

BRYANT MILL

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

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

SOUTHERN GARDENS CITRUS PROCESSING PLANT

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

AND,

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

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

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

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

Together with:

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

Contains 320 acres, more or less.

UNITED STATES SUGAR CORPORATION'S
CORPORATE OFFICES IN CLEWISTON

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

And

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

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

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

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

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

POINT OF BEGINNING being at the southwest corner of the southwest quarter of the northeast quarter
Thence run N89°06'04"E along the east-west quarter section line a distance of 975.43 feet;
Thence N00°27'42"W a distance of 651.91 feet;
Thence S89°29'06"W a distance of 24.88 feet;
Thence N00°27'42"W a distance of 48.64 feet to the southerly right of way of Hooker's Point Road;
Thence southwesterly, westerly, and northwesterly along said road right of way a distance of 1018.31 feet more or less to the north-south quarter section line;
Thence S00°22'20"E along said quarter section line a distance of 540.89 feet to the said POINT OF BEGINNING.

TOWNHOUSE IN TALLAHASSEE, FLORIDA

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

SOUTH CENTRAL FLORIDA EXPRESS, INC.

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

SOUTHERN GARDENS CITRUS NURSERY, LLC

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

ALL OF UNITED STATES SUGAR CORPORATION'S INTERNAL RAILROAD
 (See Sketches)



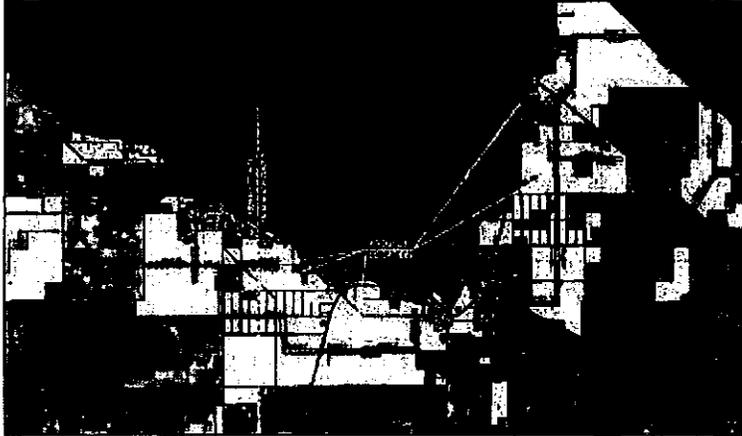
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENGINEERING DEPARTMENT - SURVEY SECTION
AERIAL EXHIBIT SHOWING RAILROAD ACROSS UNITED STATES SUGAR CORPORATION PROPERTY
AERIAL RAILROAD EXHIBIT
 LYING IN
 HENDRY COUNTY
 PALM BEACH COUNTY



NOT TO SCALE

GENERAL NOTES:

1. This exhibit is a reproduction of the original aerial photograph.
2. The railroad tracks are shown in white on the original photograph.
3. The railroad tracks are shown in white on the original photograph.
4. The railroad tracks are shown in white on the original photograph.
5. The railroad tracks are shown in white on the original photograph.
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19. The railroad tracks are shown in white on the original photograph.
20. The railroad tracks are shown in white on the original photograph.



INDEX OF SHEETS

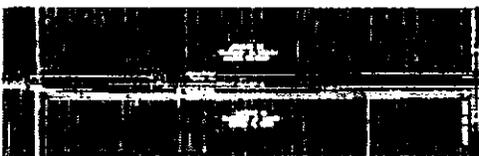
Sheet 1	Sheet 2
Sheet 3	Sheet 4

APPROVED BY: _____



JOHNSON ENGINEERING

1000 N. W. 10th St., Suite 100
 Fort Lauderdale, Florida 33304
 Phone: (954) 576-1111
 Fax: (954) 576-1112
 E-mail: info@johnsoneng.com






ACREAGE TABLE

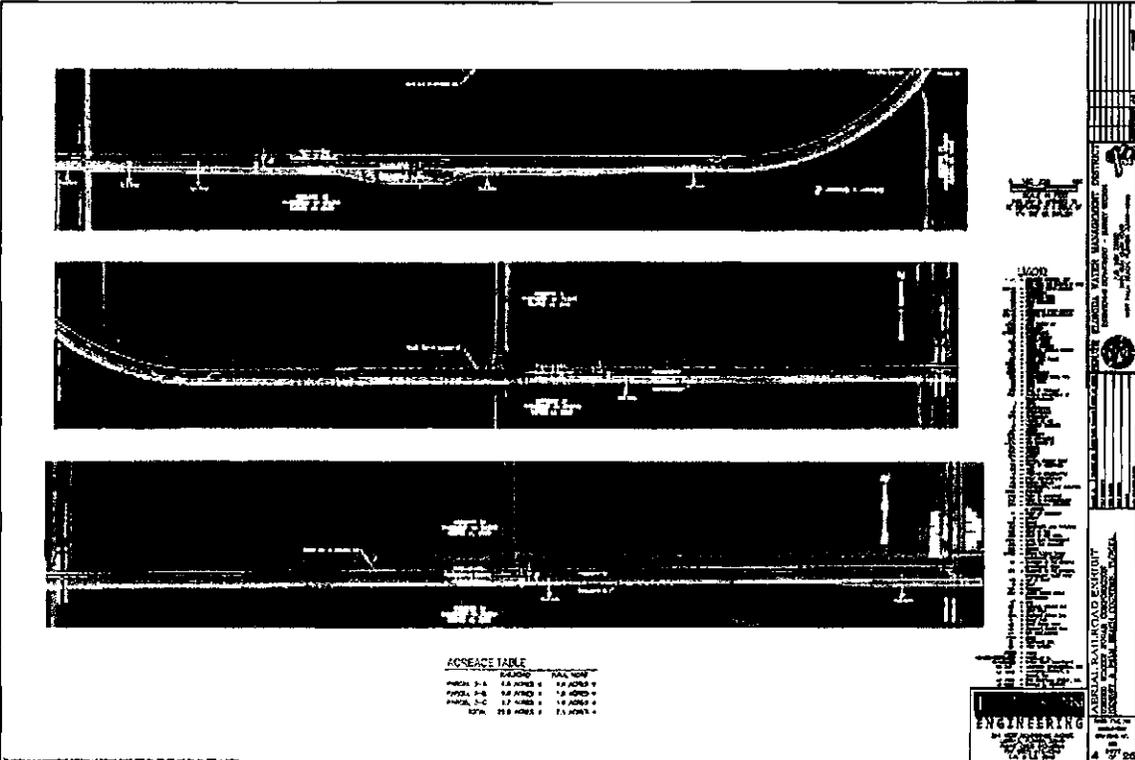
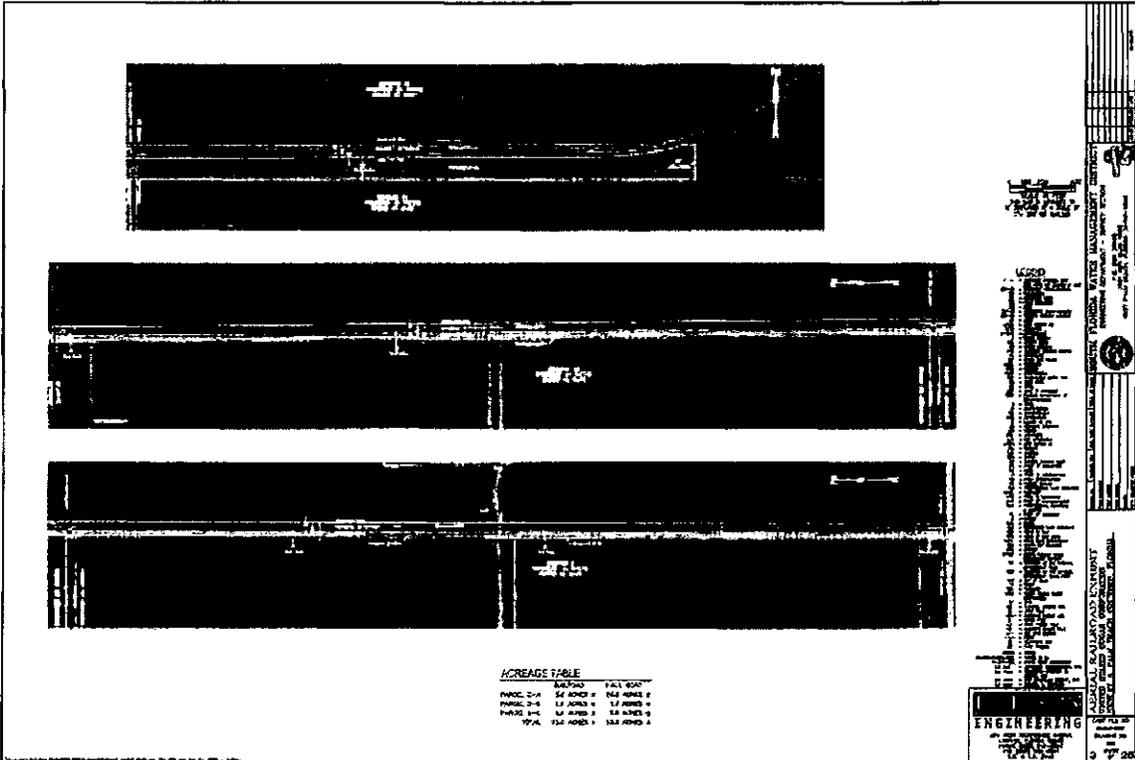
Parcel	Area (Acres)	Total Area (Acres)
Parcel 1-1	1.1	1.1
Parcel 1-2	1.1	2.2
Parcel 1-3	1.1	3.3
Parcel 1-4	1.1	4.4
Parcel 1-5	1.1	5.5
Parcel 1-6	1.1	6.6
Parcel 1-7	1.1	7.7
Parcel 1-8	1.1	8.8
Parcel 1-9	1.1	9.9
Parcel 1-10	1.1	11.0

APPROVED BY: _____



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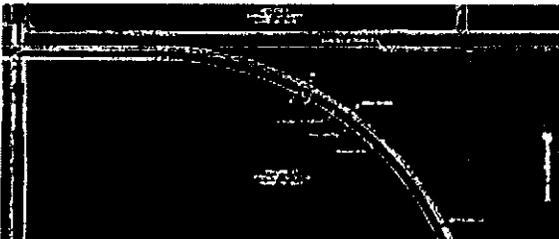
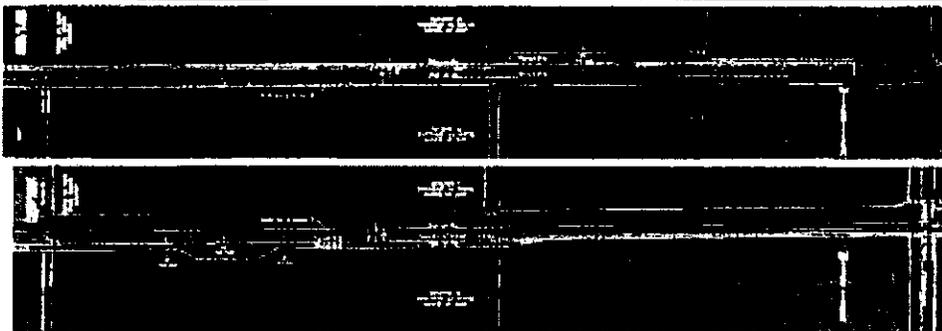




ACREAGE TABLE

PARCEL #	ACRES	TOTAL ACRES
PARCEL # 1	1.1 ACRES	1.1 ACRES
PARCEL # 2	1.1 ACRES	2.2 ACRES
TOTAL	2.2 ACRES	2.2 ACRES

SOUTH PULASKI COUNTY ENGINEERING
 1000 N. UNIVERSITY AVENUE, SUITE 100
 JEFFERSON, MISSOURI 64501
 PHONE: (816) 251-1111
 FAX: (816) 251-1112
 WWW: WWW.SOUTHPULASKIENGINEERING.COM

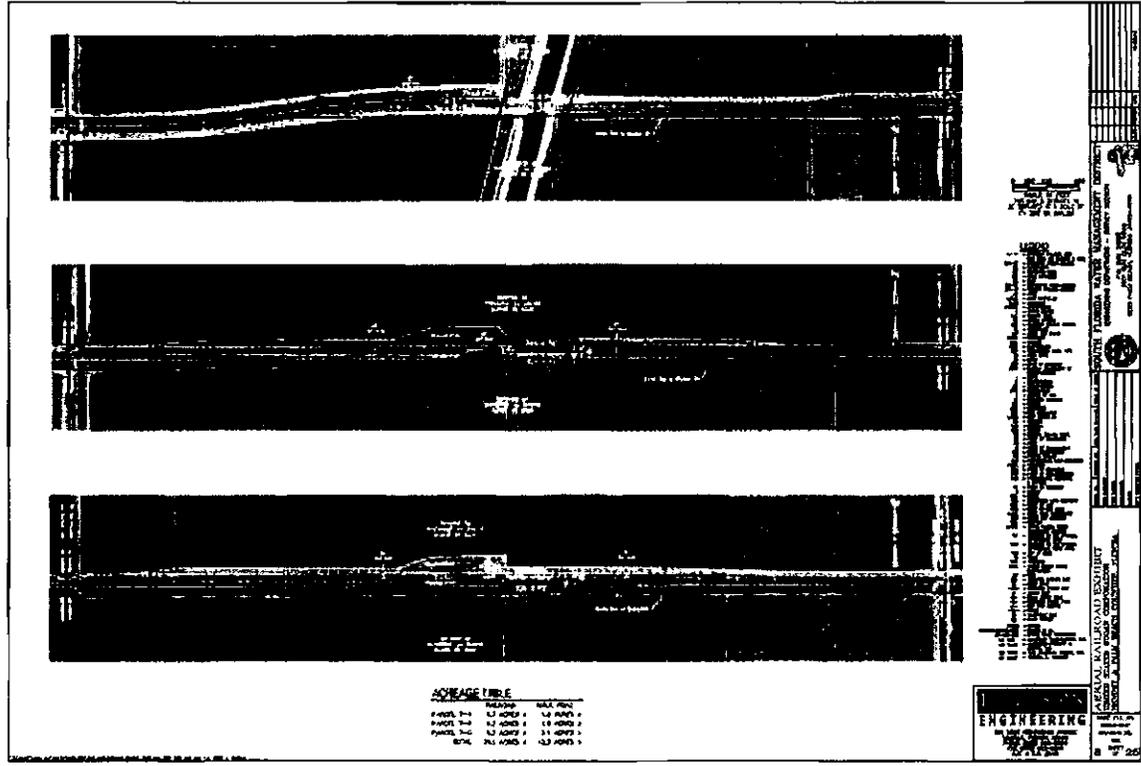
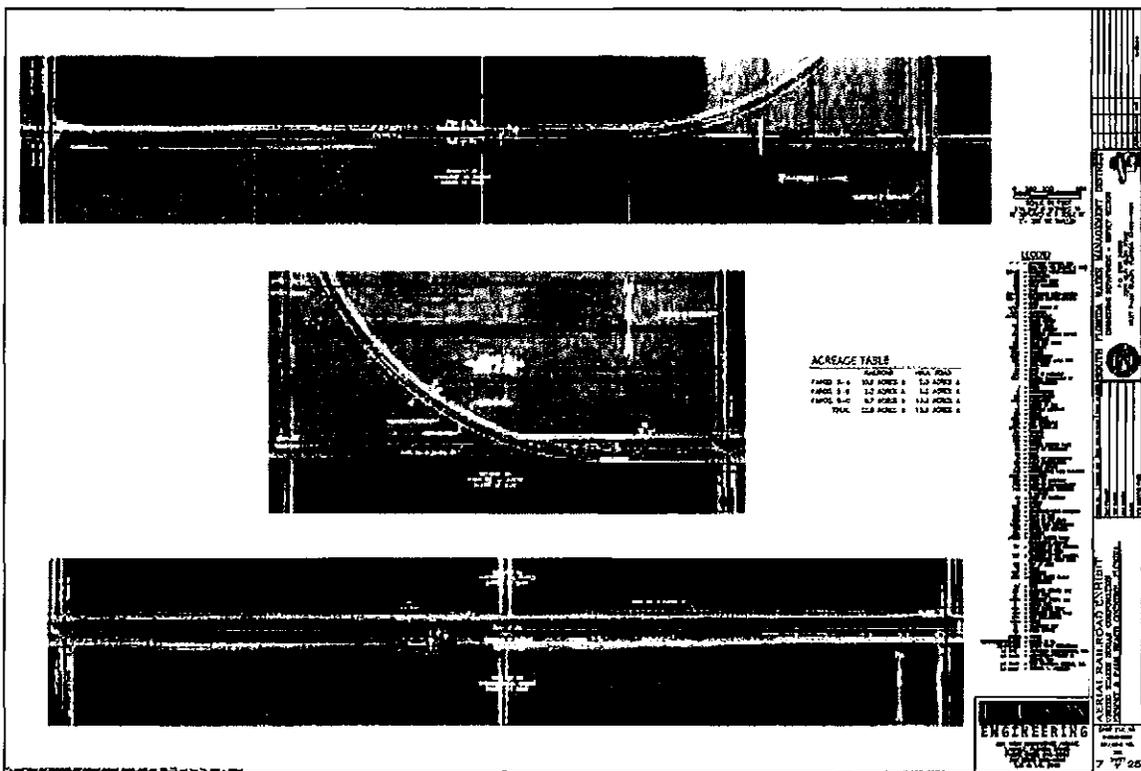


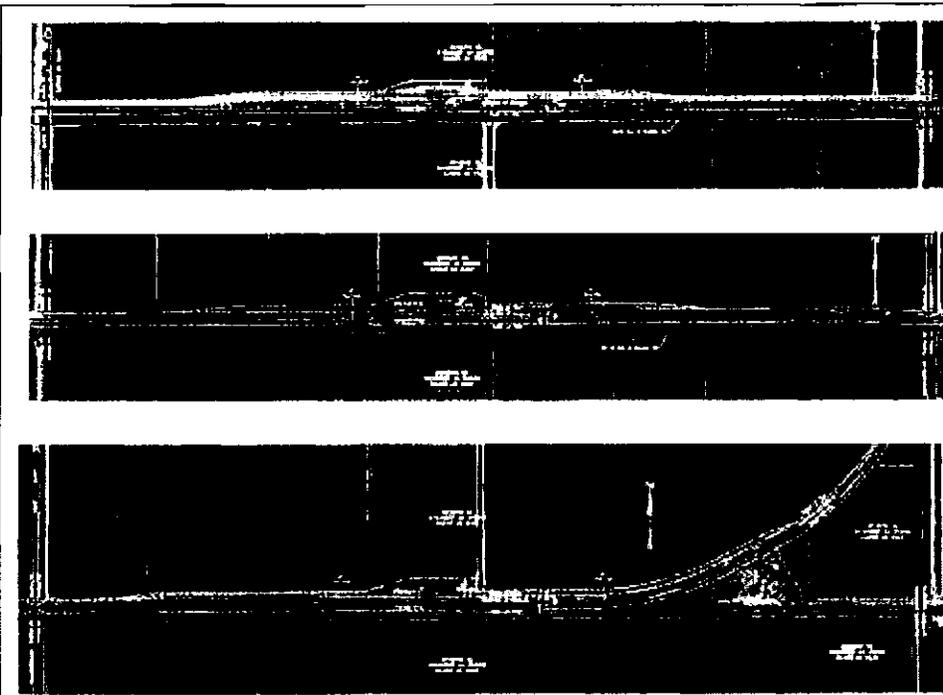
ACREAGE TABLE

PARCEL #	ACRES	TOTAL ACRES
PARCEL # 1	1.1 ACRES	1.1 ACRES
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SOUTH PULASKI COUNTY ENGINEERING
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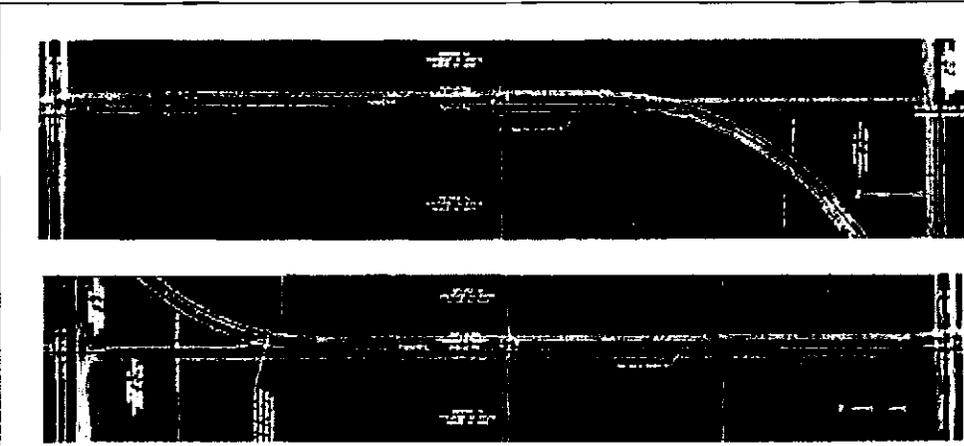


ACREAGE TABLE

SECTION	PAV. WIDE
PAGE 2-A	67 ACRES 1
PAGE 2-B	12 ACRES 4
PAGE 2-C	12 ACRES 3
TOTAL	91 ACRES 8

ENGINEERING
 1000 W. 10th Street, Suite 100, Fargo, ND 58103
 (701) 785-1111
 www.fargoengineering.com

FEDERAL HIGHWAY ADMINISTRATION
 FEDERAL AID ROAD DISTRICT NO. 1
 DISTRICT ENGINEER
 1000 W. 10th Street, Suite 100, Fargo, ND 58103
 (701) 785-1111
 www.fargoengineering.com



ACREAGE TABLE

SECTION	PAV. WIDE
PAGE 3-A	16 ACRES 4
PAGE 3-B	12 ACRES 1
TOTAL	28 ACRES 5



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 www.fargoengineering.com

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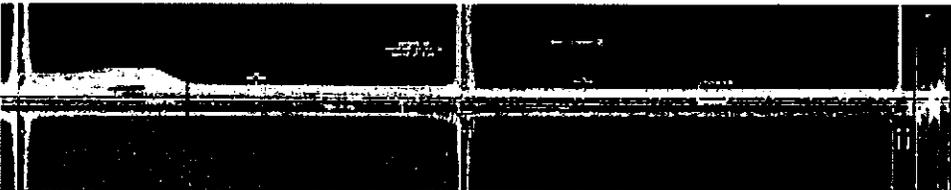
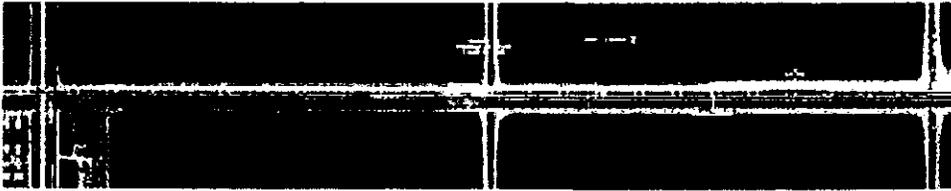


ACRAGE TABLE

	NUMBER	AREA (SQ. FT.)
PANEL 12-1	63	1,200
PANEL 12-2	63	1,200
PANEL 12-3	63	1,200
TOTAL	189	3,600



ALL RIGHTS RESERVED
 UNITED STATES PATENT & TRADEMARK OFFICE
 REGISTERED TRADEMARK

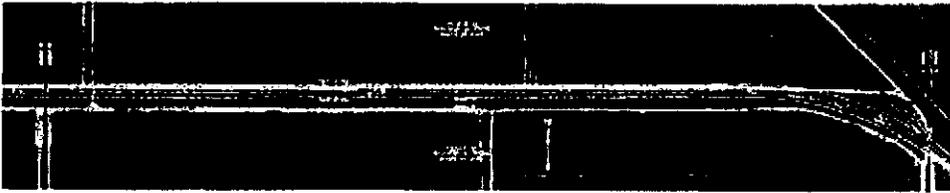
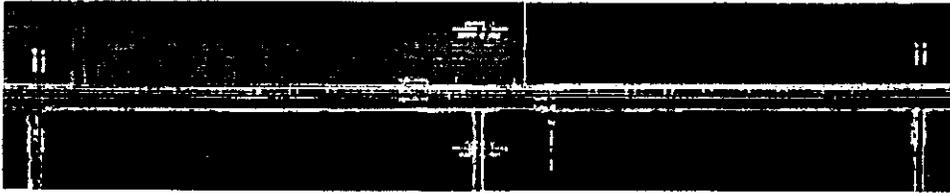


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ALL RIGHTS RESERVED
 UNITED STATES PATENT & TRADEMARK OFFICE
 REGISTERED TRADEMARK



ACROSS TABLE

MARK	NO.	ACROSS	TABLE	MARK
MARK	10-A	1.1	ACROSS	1.1
MARK	10-B	1.2	ACROSS	1.2
MARK	10-C	1.3	ACROSS	1.3
MARK	10-D	1.4	ACROSS	1.4
MARK	10-E	1.5	ACROSS	1.5
MARK	10-F	1.6	ACROSS	1.6
MARK	10-G	1.7	ACROSS	1.7
MARK	10-H	1.8	ACROSS	1.8
MARK	10-I	1.9	ACROSS	1.9
MARK	10-J	2.0	ACROSS	2.0

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 1111 S. W. 15th Street, Fort Lauderdale, FL 33304
 (954) 344-1000
 FAX: (954) 344-1001
 WWW: WWW.SFWMD.COM

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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EXHIBIT 6.c

ASSIGNMENT AND ASSUMPTION OF GOVERNMENTAL APPROVALS

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

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

WHEREAS, pursuant to the Agreement, Assignor desires to assign, transfer, set over and deliver to Assignee, without recourse, representation or warranty of any kind, all of Assignor's right, title and interest in and to the licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits issued by the Assignor), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Premises, or any portion thereof, all to the extent transferable, which are more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Governmental Approvals"); and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Governmental Approvals.

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, without recourse, representation or warranty of any kind, all of Assignor's right, title and interest in and to the Governmental Approvals, to the extent transferable, from and after the date hereof (the "Assignment Date"), subject to the right of Assignor to continue its agricultural operations on the Premises pursuant to the Lease and to continue Assignor's agricultural operations on any other real property leased by Assignor, it being agreed that Assignee and Assignor shall mutually and reasonably cooperate to ensure that Assignor continues to receive the legal rights and entitlements afforded under the Governmental Approvals for such operations. In addition, to the extent permitted by applicable law, Assignee shall be listed as owner and Assignor shall be listed as an operator and/or joint permittee under any Governmental Approvals during the term of the Lease; provided, however, nothing in this Section shall be deemed to impair or limit Assignee's regulatory rights to enforce the conditions of any Governmental Approval that Assignee has

issued or to obligate Assignee to issue any Governmental Approvals or to obligate Assignee, as purchaser under the Agreement, to take any action that conflicts with the enforcement obligations of the relevant regulatory agencies. In order to further effectuate this Assignment with respect to any Governmental Approvals issued by Assignee, Assignor shall comply with the transfer procedures set forth on **Exhibit "B"** attached hereto.

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

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

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

[TEXT AND SIGNATURES FOLLOW]

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

Witnessed by:

ASSIGNOR:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SBG FARMS, INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SOUTHERN GARDENS GROVES
CORPORATION, a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

ASSIGNEE:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

Exhibit "A" to Exhibit 6.c

GOVERNMENTAL APPROVALS

[To be attached at Closing]

Exhibit "B" to Exhibit 6.c

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-4351 (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

Form 0483 (09/2004)

40E-1.6105 Notification of Transfer of Interest in Premises

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, 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.

Specific Authority: 373.044, 373.113 F.S.

Law Implemented; 373.083, 373.171, 373.309, 373.416, 373.426, 373.429, 373.436 F.S.

History--New: 5-11-93

40E-1.6107 Transfer of Environmental Resource or Water Use Permit

(1) To transfer a water use or environmental resource permit, the permittee, in addition to satisfying the application 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., together with a written statement from the proposed transferee 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, P.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 prior to the transfer of the permit.

Specific Authority: 1 20.53(1), 373.044, 373.113, F.S.

Law Implemented: 373.083, 373.171, 373.309, 373.416, 373.426, 373.429, 373.436 F.S.

History--New: 5-11-93, Amended

Letter to be prepared by the Assignor:

Assignor shall acknowledge that a certain Surface Water Management Permit exists and shall provide in writing acknowledgment that in accordance with Chapter 40E-2 Florida Administrative Code (F.A.C.) Assignee will fill out the proper documentation for the transfer of the permit the new owner.

BUYER agrees to be bound by all terms and conditions of the permit, including any subsequent modifications hereto.

Name of New Permittee

See attached form for New Permittee

Note: The following should be included:

- 1. Project or boundary map, or survey**
- 2. Recorded copy of Warranty Deed**

EXHIBIT 7.a.x

GENERAL ESCROW AGREEMENT

THIS GENERAL ESCROW AGREEMENT (this "Agreement") is executed this _____ day of * _____*, 2009, among UNITED STATES SUGAR CORPORATION, a Delaware corporation, SBG FARMS, INC., a Florida corporation, and SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation, as sellers, (collectively, "Sellers"), the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created under Chapter 373, Florida Statutes, as buyer ("Buyer"), and * _____*, as escrow agent ("Escrow Agent").

RECITALS

A. Sellers and Buyer entered into a Purchase and Sale Agreement dated * _____*, 2008 (the "Purchase Agreement") (unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings assigned to the same in the Purchase Agreement).

B. The Closing has occurred on the date hereof.

C. The Purchase Agreement provides, among other things, for Sellers to pay the General Escrow Fund in the amount of \$10,000,000 to Escrow Agent, by cash and/or a Letter of Credit, as security for any: (v) any Environmental Claim that Buyer may arise under Section 21.e of the Purchase Agreement; (w) costs incurred by Seller to perform Additional Remediation pursuant to Section 21 of the Purchase Agreement; (x) payment of one hundred thirty percent (130%) of the Final Remediation Cost Estimate to Buyer pursuant to Section 21 of the Purchase Agreement; (y) satisfaction of all of Seller's obligations as provided under the Lease (without limiting Buyer's other rights and remedies under the Purchase Agreement or the Lease); and (z) costs incurred by Buyer to (i) complete Additional Remediation begun by Seller, but which has not been timely completed by Seller pursuant to Section 21 of the Purchase Agreement, or (ii) if Seller has not met a Milestone in the Additional Remediation Schedule as a result of its failure to diligently pursue same (any claim made by Buyer against the General Escrow Fund under clauses (v) – (z) above is herein called an "Environmental Escrow Claim").

D. Paragraph 33.B of the Lease provides, among other things: (i) for Sellers (as "Lessee" under the Lease) to pay the "Security Deposit Fund" in the amount of \$10,000,000; (ii) until the Lessee under the Lease has assigned all of its interest under the Lease pursuant to a permitted "Assignment" thereunder, the "Security Deposit Fund" and the "Escrow Agreement" under the Lease shall refer to the General Escrow Fund and the General Escrow Agreement (i.e., this Agreement) (any claim made by Buyer against the General Escrow Fund under this Recital D is herein called a "Lease Escrow Claim") (the Environmental Escrow Claims and Lease Escrow Claims are herein collectively called "Escrow Claims").

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

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

1. **ESCROW.**

(a) The foregoing recitals are true, correct and incorporated into this Agreement. The General Escrow Fund shall be held in escrow, in an interest bearing account (if cash), subject to the terms and conditions contained in this Agreement, as security for any Escrow Claims.

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

2. **LETTER OF CREDIT.** To the extent that Sellers deliver the Letter of Credit to Escrow Agent for the General Escrow Fund, then:

(a) The Letter of Credit shall meet the requirements set forth in the Purchase Agreement and the Lease.

(b) In the event the Letter of Credit is not timely renewed and Sellers have not replaced the same within ten (10) Business Days prior to the expiration thereof, then Escrow Agent may draw upon the same and hold it pursuant to the terms of this Agreement.

(c) Any draws under the Letter of Credit 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).

(d) The Letter of Credit may 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 Lease Termination Date, except as provided in **Paragraph 3(c)** below.

(e) Sellers 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 Sellers to effectuate the foregoing.

3. **RELEASE OF ESCROW FUNDS.**

(a) In the event that Escrow Agent receives a written notice from Buyer under the Purchase Agreement or "Lessor" under the Lease (a "**Demand Notice**"), certifying that: (i) with respect to the Purchase Agreement, an Environmental Escrow Claim exists for which it is entitled to receive payment under **Section 21.h** of the Purchase Agreement; or (ii) with respect to the Lease, (x) an agreement has been executed by the Lessee and Lessor thereunder agreeing

upon the reason for, and amount of, disbursement of the General Escrow Fund, (y) a monetary Default by Lessee has occurred under the Lease, or (z) all appeal periods have expired following a final order by a court of law rendering a monetary judgment against the Lessee in favor of the Lessor, then Escrow Agent shall comply with the other terms of this paragraph prior to disbursing all or any portion of the General Escrow Funds. The Demand Notice shall include an explanation, in reasonable detail, setting forth the factual and legal basis of the applicable Escrow Claim. Upon receipt of a Demand Notice from Buyer or other notice from Seller under this agreement demanding payment of all or a portion of the General Escrow Fund, Escrow Agent shall give written notice to the other party of such Demand Notice or other notice, as applicable, and of Escrow Agent's intention to remit the amount demanded thereunder, unless Escrow Agent receives a written objection from such other party within ten (10) business days. If Escrow Agent does not receive a written objection from such other party within the stated date, then Escrow Agent is hereby authorized to remit the demanded portion of the General Escrow Fund to the applicable party. If, however, within ten (10) business days after such notice, Escrow Agent receives either written objection from such other party or a conflicting demand for the disbursement thereof, then Escrow Agent shall continue to hold the demanded portion of the General Escrow Fund in escrow until otherwise directed by joint written instructions from Sellers and Buyer or until receipt of a final, unappealable judgment of a court with appropriate jurisdiction.

(b) Sellers shall be required to replenish the General Escrow Fund up through the third (3rd) anniversary of the Lease Termination Date in the event any such disbursements/draws are made therefrom in accordance with this Paragraph within fifteen (15) days of such depletion.

(c) Upon the third (3rd) anniversary of the Lease Termination Date, if there are any pending written Escrow Claims relating to any portion of the General Escrow Fund, 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 Escrow Claims until such Escrow Claims is (are) resolved as provided in subparagraph (a) above, and shall release the remaining amount of the General Escrow Fund to Sellers. In addition, Escrow Agent shall also continue to hold the General Escrow Fund from and after the third (3rd) anniversary of the Lease Termination Date as and to the extent provided in **Section 21.c.vi** of the Purchase Agreement.

(d) Buyer, as "Lessor" under the Lease, shall not have the right to make any claims against the General Escrow Fund after the third (3rd) anniversary of the Lease Termination Date. Any Lease Escrow Claims that may be made by Lessor during the 3-year period after the Lease Termination Date, may only be made by Lessor within the applicable survival periods of each applicable provision under the 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, the survival periods under the Lease shall be deemed to commence on the date that Lessee has assigned all of its interest under the Lease pursuant to a permitted "Assignment" thereunder.

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

4. **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 Sellers and Buyer in connection with the performance of its obligations hereunder.

(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 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.

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

5. **NOTICES**

All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and deemed to have been duly given: (1) upon delivery by hand to the appropriate address of Parent, Buyer or Escrow Agent as set forth in this Escrow Agreement or in the Purchase Agreement, if any (which may include delivery by reputable overnight courier); or (2) upon receipt if mailed by United States registered or certified mail, return receipt requested, postage prepaid to such address. All notices to Escrow Agent shall be addressed to the Escrow Agent at the following address:

Otherwise, all notices given hereunder shall be in given in accordance with the terms of the Purchase and Sale Agreement.

6. **CONFLICT.** 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 the Lease, then the terms and provisions of this Agreement shall control.

DONE AND AGREED this _____ day of * _____ *, 2009.

ESCROW AGENT

* _____ *

By: _____

Name: _____

Title _____

SELLERS:

* _____ *

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: Agreement for Sale and Purchase (the "Agreement") with an Effective Date of * _____ *, 2008 by and among U.S. Sugar Corporation, a Delaware corporation ("Parent"); SBG Farms, Inc., a Florida corporation; and Southern Garden Groves Corporation, a Florida corporation; (collectively, the "Selling Subsidiaries" and, together with Parent, "Sellers"); and the South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, as Buyer ("Buyer").

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

GUNSTER, YOAKLEY & STEWART, P.A.

By: _____

SCHEDULE I to Exhibit 7.a.xiv

AUTHORITY DOCUMENTS

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

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

EXHIBIT 9

DEED

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

STATUTORY WARRANTY DEED

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

THIS INDENTURE, made this ____ day of ____, 2009, between **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation], whose post office address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440, ("Grantor"), and _____, whose post office address is _____, ("Grantee").

WITNESSETH, That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold Seller's interest 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; restrictions, easements and other matters of record, if any, but without the intent to reimpose any of the foregoing; and taxes for the year of 2009 and subsequent years.

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

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

United States Sugar Corporation, a
Delaware corporation [**SBG FARMS, INC.**,
a Florida corporation] [**SOUTHERN
GARDENS GROVES CORPORATION**,
a Florida corporation]

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF * _____ *

The foregoing Statutory Warranty Deed was acknowledged before me this ____ day of _____, 2009, by _____, as _____ of **United States Sugar Corporation**, a Delaware corporation, [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation] for said corporation, who () is personally known to me, OR () has produced _____ as identification.

Notary Public

My Commission Expires:

Printed Name of Notary Public

Exhibit A to Exhibit 9

(Legal Description)

[To be attached at Closing]

EXHIBIT 10.a

OWNER'S AFFIDAVIT

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

STATE OF FLORIDA
COUNTY OF _____

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

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

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

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

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

4. That there are no matters pending or threatened against the Corporation which could give rise to a lien which would attach to the Property between _____, 2008 at _____.m., the effective date of that certain Commitment No. _____ underwritten by Chicago Title Insurance Company, and the recording of the deed from the Corporation to SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created under Chapter 373 of the Florida Statutes ("Buyer"), and, further, the Corporation neither has nor will execute any instruments or documents which could adversely the interest to be conveyed by said deed.

5. That there have been no improvements, repairs, additions or alterations performed upon the Property within the past 90 days for which the costs thereof remain unpaid.

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

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

By: _____

Name: _____

Title: _____

The foregoing Title and Non-Foreign Affidavit was sworn to and subscribed before me this ___ day of _____, 2009, by _____, as _____ of **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [SBG FARMS, INC., a Florida corporation] [SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation], for said corporation, who () is personally known to me, or () produced _____ as identification.

Notary Public

My commission expires:

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

[To be attached at Closing]

Exhibit B to EXHIBIT 10.a

[List of Tenants]

[To be attached at Closing]

EXHIBIT 10.c.iv

GENERAL LETTER OF CREDIT

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 bank charges and commissions incurred in this transaction are for the applicant's account.

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. The obligation of [insert name of bank or financial institution] under this Letter of Credit is the individual obligation of [insert name of bank or financial institution], 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 this 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 Agreement for Sale and Purchase dated as of _____, 2008 (the "**Agreement**"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

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

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

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

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

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

Witnessed by:

ASSIGNOR:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

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: _____

By: _____

Name: _____

Witness _____

As its: _____

Date of Execution _____

ASSIGNEE:

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

Witness: _____

By: _____

Name: _____

Witness _____

As Its: _____

Date of Execution _____

Exhibit "A" to Exhibit 11.a.viii

TENANT LEASES

[To be attached at Closing]

EXHIBIT 11.a.x

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

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

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2008 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

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

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

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

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

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

[TEXT AND SIGNATURES FOLLOW]

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

Witnessed by:

ASSIGNOR:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SBG FARMS, INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SOUTHERN GARDENS GROVES
CORPORATION, a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

ASSIGNEE:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

Exhibit "A" to Exhibit 11.a.x

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

Exhibit "A" to Exhibit 12.a.xvi

[Legal Description of Property]

[To be attached at Closing]

EXHIBIT 19.e

LEASE

[SEE ATTACHED]