

## **Schedules**

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

CAPITALIZED TERMS USED HEREIN, WHICH ARE NOT OTHERWISE DEFINED, SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THE AGREEMENT. SCHEDULE NUMBERS CORRESPOND TO THE SCHEDULE OR SECTION NUMBERS IN THE AGREEMENT; HOWEVER, DISCLOSURE UNDER ANY SCHEDULE OR SECTION SHALL CONSTITUTE DISCLOSURE UNDER ALL OTHER REASONABLY RELEVANT SCHEDULES AND SECTIONS WITHOUT THE NEED FOR CROSS-REFERENCES. ALL DESCRIPTIONS OF AGREEMENTS OR OTHER MATTERS APPEARING HEREIN ARE SUMMARY IN NATURE AND ARE QUALIFIED BY REFERENCE TO THE COMPLETE DOCUMENTS, ALL OF WHICH HAVE BEEN SUPPLIED TO BUYER AND ARE INCORPORATED HEREIN BY REFERENCE IN NO EVENT SHALL ANY DISCLOSURE HEREUNDER BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT SUCH DISCLOSURE IS MATERIAL TO THE PREMISES. ALL REFERENCES TO "SCHEDULE," "SECTION" OR "SUBSECTION" REFER TO A SCHEDULE, SECTION OR SUBSECTION IN THE AGREEMENT UNLESS THE CONTEXT OTHERWISE

REQUIRES. THE HEADINGS IN THESE SCHEDULES ARE FOR CONVENIENCE OR REFERENCE ONLY AND SHALL NOT AFFECT THE DISCLOSURES CONTAINED THEREIN.

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



## SCHEDULE 5.a

### **SURVEY REQUIREMENTS**

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

#### **Summary of Tasks and Deliverable Schedule:**

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



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



**SCHEDULE 6.a**  
**TRADE SECRET PROTOCOL**

**[SEE ATTACHED]**



August 8, 2008

Via E-Mail

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

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

Dear Ruth:

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

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

Schedule:

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



**Monitoring the review:**

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

**Questions and Contact Person:**

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

**Your Notes:**

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

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

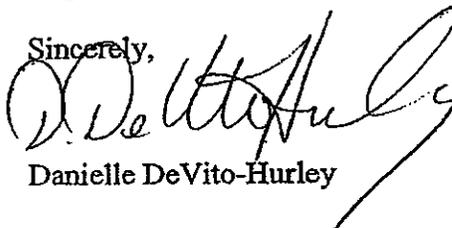
Each page will also be Bates stamped in the lower right hand corner with the person's name, date of the review and page numbering as follows:

Ralph Jones  
Date: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_

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

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

Sincerely,



Danielle DeVito-Hurley

DD-H/cmm  
#99807



**SCHEDULE 6.d**

**CONFIDENTIALITY LETTER**

**[SEE ATTACHED]**





## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

2008 *[Signature]*  
July 25, 2007

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

Dear Mr. Buker:

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

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

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

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

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

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

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

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



Robert H. Buker, Jr.

July 25, 2008

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

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

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

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

Sincerely,



Carol Ann Wehle

Executive Director

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CAW/fb

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

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

United States Sugar Corporation

By: 

Name: Edward Almeida

Title: Vice President of Legal Affairs



**SCHEDULE 12.a.ii(A)**

**THIRD PARTY RIGHTS TO REAL PROPERTY**

1. Warranty Deed, executed April 9, 2004, by Camaro Farms, Inc. to Parent.
2. Warranty Deed, executed April 9, 2004, by Parent to Camaro Farms, Inc.
3. That certain Purchase and Sale Agreement, as amended, dated as of August 30, 2005, between Parent, as seller, and Resource Conservation Properties, Inc., as buyer for approximately 502 acres of real property located in the City of Clewiston.
4. Agreement for the Purchase and Sale of Real Property, dated December 26, 2002, by and between SBG and Hugh Branch.
5. Present rights of drainage adjacent to certain citrus groves, if any, in favor of Crooks, in lieu of drainage provided to Crooks under a separate recorded easement.
6. Present rights of ingress/egress and drainage, if any, in favor of Lutz and/or its tenants in connection with pump station PS3.

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



**SCHEDULE 12.a.ii(B)**

**TENANT LEASES**

1. Short-Term Land Lease, dated July 28, 2006, by and between United States Sugar Corporation and United States of America.
2. Commercial Lease, dated May 14, 2003, by and between Southern Gardens Citrus Processing Corporation and Fiberstar, Inc.
3. Agreement of Lease, dated March 11, 2005, by and between United States Sugar Corporation and Local Lodge 57, International Association of Machinists and Aerospace Workers.
4. Lease Agreement, for several parcels of land, dated February 12, 2007, by and between United States Sugar Corporation and Benny Alvarez.
5. Lease Agreement, for one parcel of land, dated February 12, 2007, by and between United States Sugar Corporation and Benny Alvarez.
6. Lease Agreement, dated January 3, 2007, by and between United States Sugar Corporation and Frierson Farms, Inc., as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
7. Lease Agreement, for a parcel of land, dated January 15, 2007, by and between United States Sugar Corporation and Rosalyn Lee, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
8. Lease Agreement, for Old Clewiston Airport, dated January 25, 2007, by and between United States Sugar Corporation and Curvin Martin, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
9. Lease Agreement, dated January 25, 2007, by and between United States Sugar Corporation and Curvin Martin, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
10. Lease Agreement, dated January 2, 2007, by and between United States Sugar Corporation and Joey Mickler, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
11. Lease Agreement, for .52 acres, dated February 12, 2007, by and between United States Sugar Corporation and Melbourne Nicholas, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.



12. Lease Agreement, for 1.0 acres, dated February 12, 2007, by and between United States Sugar Corporation and Melbourne Nicholas, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
13. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and William C. Pelham Sr., as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
14. Lease Agreement, dated February 12, 2007, by and between United States Sugar Corporation and Liz Shaw, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
15. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and Cecil Stone, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
16. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and Donald Williams, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
17. Land Lease, dated August 31, 2007, by and between United States Sugar Corporation and Gulfstream Natural Gas System, L.L.C., as extended by a Letter Agreement, dated September 23, 2008.
18. Lease Agreement, dated February 20, 2004, by and between United States Sugar Corporation and David McGahee.
19. Lease Agreement, dated May 7, 2001, by and among United States Sugar Corporation, SBG Farms, Inc., f/k/a South Bay Growers, Inc., and Radio Fiesta, Inc., together with that certain Collateral Assignment and Consent to and Notice and Acknowledgment of Collateral Assignment of Tower Lease Agreement, dated October 30, 2001, and a letter, dated March 1, 2006, from Glades Media Company to United States Sugar Corporation regarding exercise of option to renew on behalf of Radio Fiesta, Inc.
20. Real Property Lease Agreement (Alcoma Groves Cattle Pastures), dated January 1, 2002, by and among Southern Gardens Groves Corporation, Cliff Davis and Don Finks.
21. Real Property Lease, for half acre parking, dated August 8, 2007, by and between SBG Farms, Inc. and Sanchez Brothers Corp. d/b/a SB Pallets.
22. Lease Agreement, dated October 27, 2003, by and between United States Sugar Corporation and AT&T Wireless Service of Florida d/b/a AT&T Wireless.
23. Lease Agreement, dated May 11, 2000, by and between United States Sugar Corporation and A. Duda & Sons, Inc., as extended by that certain First Extension of Lease Agreement, dated December 11, 2006.



24. Lease Agreement, dated September 25, 2008, by and between Southern Gardens Groves Corporation and Global Produce Sales, Inc.
25. Mining and Excavation Lease Agreement, dated October 1, 2006, United States Sugar Corporation, SBG Farms, Inc., and Florida Rock Industries, Inc.
26. Mining and Excavation Lease Agreement, dated June 22, 2005, by and between United States Sugar Corporation and Stewart Mining Industries Inc.
27. License and Use Agreement, dated May 1, 2001, by and between United States Sugar Corporation and Helicopter Applicators Incorporated, as extended by a letter of First Extension, dated January 24, 2005, from United States Sugar Corporation to Helicopter Applicators Incorporated, as extended by that certain Second Amendment of License and Use Agreement, dated June 1, 2005.
28. Pasture Lease Agreement, dated December 6, 2007, by and between United States Sugar Corporation and Gary Williams.
29. Pasture Lease Agreement, dated August 1, 2008 by and between United States Sugar Corporation and Hendry County 4-H Club.
30. Residential Lease, dated August 1, 2008, by and between United States Sugar Corporation and John Greene.
31. Residential Lease, dated November 27, 2007, by and between United States Sugar Corporation and David Burnsed.
32. Residential Lease, dated February 1, 2004, by and between United States Sugar Corporation and Charles White.
33. Residential Lease, dated October 1, 2003, by and between United States Sugar Corporation and James T. Fielder.
34. Residential Lease, dated August 1, 2008, by and between United States Sugar Corporation and Richard Benjamin.
35. Residential Lease, dated April 1, 2006 by and between United States Sugar Corporation and Mike Koon.
36. Certain vegetable leases (sweet corn) between United States Sugar Corporation and
  - i. Pope Farms, Inc. with a lease term of 11/1/08 through 6/15/09;
  - ii. Robert C. Hatton Farms with a lease term of 10/20/08 through 6/30/09;
  - iii. Robert C. Hatton Farms with a lease term of 11/1/08 through 6/15/09;
  - iv. Robert C. Hatton Farms with a lease term of 10/20/08 through 6/15/09;

- v. Integrity Farms with a lease term of 10/20/08 through 6/15/09;
- vi. Jem Farms with a lease term of 11/1/08 through 6/15/09;
- vii. Pope/USSC Cooperative with a lease term of 11/1/08 through 6/15/09;
- viii. AGRA Products & Services LLC with a lease term of 11/1/08 through 6/15/09.



**SCHEDULE 12.a.iii**

**WRITTEN NOTICE OF NONCOMPLIANCE WITH LAWS**

1. Open matter with the Florida Department of Environmental Protection - 400 gallon diesel fuel spill – Southern Gardens. This is set forth on Discharge Report Form dated 09.22.06.
2. Open matter with the Florida Department of Environmental Protection - Diesel fuel spill - Florida Department of Environmental Protection Case No. 080325-2281. This is set forth on Waste Material Profile dated April 21, 2008.
3. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill - U.S. Sugar - Incident No. SWP080808 – 6044. This is set forth on Incident #: SWP080808 – 6044 dated August 2008.
4. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill – U.S. Sugar Corporation Basore Farms. This is set forth on Discharge Report Form dated 10.2.08. Matter is still in progress.
5. Any written notice as may be set forth in **Schedule 12.a.v**, and **Schedule 12.a.vi** is hereby incorporated by reference into and made a part of this **Schedule 12.a.iii**.

**SCHEDULE 12.a.v**

**REQUIRED GOVERNMENTAL APPROVALS**

**[SEE ATTACHED]**



**SCHEDULE 12.a.v**

**REQUIRED GOVERNMENTAL APPROVALS**

**List of Required Governmental Approvals**

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
<b>RIGHT OF WAY</b>						
1.	Bourne and Boy Ditch and Fence on R/W	Right of Way	Palm Beach County	Parent	06009-R	Buyer
2.	Bourne 10, 2, 3, 4, & 5	Right of Way	Palm Beach County	Parent	50-00187-R	Buyer
3.	Prewitt 1	Right of Way	Palm Beach County	Parent	50-00170-R	Buyer
4.	Section 34	Right of Way	Palm Beach County	Billy Rogers	50-00239-R	Buyer
5.	Section 35 (T44S, R36E)	Right of Way	Palm Beach County	Parent	50-00027-R	Buyer
6.	Wetherald 2 & 3	Right of Way	Palm Beach County	Parent	50-00375-R	Buyer
7.	Bolles Canal Levee	Right of Way	Palm Beach County	Parent	06596-R	Buyer
8.	Currin Land	Right of Way	Palm Beach County	South Bay Growers, Inc.	26-00039-R	Buyer
9.	Dunwoody Plant. Sec. 1, 2 & 3	Right of Way	Hendry County	Parent	09141-R	Buyer
10.	Ritta D.D. Culv. No. 1 connection	Right of Way	Palm Beach County	Parent	50-00105-R	Buyer
11.	Vaughn R/W	Right of Way	Palm Beach County	Parent	50-00183-R	Buyer
12.	Knight Land	Right of Way	Hendry County	S.N. Knight Jr.	26-00074-R	Buyer
13.	Dunwoody Unit I	Right of Way	Hendry County	Parent	09310-R	Buyer
14.	Southern Unit I	Right of Way	Hendry County	Parent	26-00094-R	Buyer
15.	Hageman Culv. Crossing	Right of Way	Hendry County	Parent	07559-R	Buyer
16.	L - 8 Vehicle Bridge	Right of Way	Palm Beach County	Parent	06081-R	Buyer
17.	Miami Canal Vehicle Bridge	Right of Way	Palm Beach County	Parent	02453-R	Buyer
18.	W.P.B. Canal Vehicle Bridge at Boy Farm	Right of Way	Palm Beach County	Parent	07553-R	Buyer
19.	Boca Chica (partial ownership)	Right of Way	Palm Beach County	Parent	50-00107-R	Buyer
20.	Tecan I (partial ownership)	Right of Way	Hendry County	Tecan Inc.	26-00113-R	Buyer
21.	Talisman West - PS4 (partial ownership)	Right of Way	Palm Beach County	Parent	50-00168-R	Buyer
22.	Bridge Over L-13 - Cross Canal (partial ownership)	Right of Way	Palm Beach County	Parent	02191-R	Buyer

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

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
45.	Townsite 8, 9, & 10 (14 Sections)	Surface Water Management	Hendry, Townsite	Parent	26-00040-S	Buyer
46.	Vaughn and Mott	Surface Water Management	Palm Beach, Miami Locks	Parent	50-00183-S	Buyer
47.	Knight Land	Surface Water Management	Hendry, Vaughn	S. N. Knight, Jr.	26-00074-S	Buyer
48.	Devils Gardens North	Surface Water Management	Hendry, Southern Gardens	SGGC	26-00282-S	Buyer
49.	Devils Gardens South	Surface Water Management	Hendry, Southern Gardens	SGGC	26-00299-S	Buyer
50.	Dunwody Unit I	Surface Water Management	Hendry, Southern Gardens	Parent	26-00423-S	Buyer
51.	Dunwody, Sec. 10	Surface Water Management	Hendry, Southern Gardens	Parent	26-00485-S	Buyer
52.	Southern Grove Unit I/ Southern Division Ranch Unit I	Surface Water Management	Hendry, Southern Gardens	Parent	26-00094-S	Buyer
53.	Harlem Add. No. 8 & 9	Surface Water Management	Hendry, Residential Sub.	Parent and Sugar land Drainage District as operating entity	26-00402-S	Buyer
54.	Boca Chica (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00107-S	Buyer
55.	Talisman West (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00168-S	Buyer
56.	Florida Sugar (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00221-S	Buyer
57.	Deer Fence Canal Trustee - Deer Fence Canal Control Culverts	Surface Water Management	Palm Beach	Deer Fence Drainage Canal Trust to the attention of Raymond Unt	85-00057-S	Buyer
58.	Basore (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00436-S	Buyer
WATER USE						
59.	Bourne 1, 2, 3, & 5	Water Use	Palm Beach Canal L-10	Parent	50-00187-W	Buyer
60.	Bourne Farm Tractor Shop	Water Use	Palm Beach Bourne	Parent	50-03785-W	Buyer
61.	Boy Farm	Water Use	Palm Beach Canal L-12	Parent	50-00173-W	Buyer
62.	Prewitt 1 Plantation	Water Use	Palm Beach Canal L-14	Parent	50-00170-W	Buyer
63.	Prewitt 2	Water Use	Palm Beach	Parent	50-00266-W	Buyer

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
64.	Rabbit Island/ Section 2, 3 and 11	Water Use	South Shore	South Bay Growers, Inc.	50-00217-W	Buyer
65.	Section 19	Water Use	Runyon	South Bay Growers, Inc.	50-00220-W	Buyer
66.	Section 23 South Shore Farm	Water Use	Palm Beach	Parent	50-03201-W	Buyer
67.	Section 34 Farm	Water Use	Palm Beach L-21	SBG	50-00239-W	Buyer
68.	Wetherald Farm Section 35 (T44S, R36E)	Water Use	Palm Beach L-21	Parent	50-03200-W	Buyer
69.	Wetherald I	Water Use	Palm Beach LWDD Canal L-21	Parent	50-00375-W	Buyer
70.	Currin Land / Mott and Vaughn Plantations	Water Use	Hendry and Palm Beach	South Bay Growers, Inc.	26-00039-W	Buyer
71.	Dunwody Plant. Sec. 26, 34 & 35	Water Use	Hendry	Parent and South Bay Growers, Inc.	26-00292-W	Buyer
72.	Dunwody Plant. Sec. 1,2 & 3	Water Use	Hendry	Parent	26-00377-W	Buyer
73.	Dunwody Plantation (Hicpochee)	Water Use	Glades, Hendry Canal C-43	Parent	22-00135-W	Buyer
74.	Mott Plantation Units / Griffin Land	Water Use	Hendry, Canal L-25	Parent	26-00034-W	Buyer
75.	Hancock Property	Water Use	Hendry Vaughn	Parent	26-00452-W	Buyer
76.	Section 21 (El Rodeo)	Water Use	Palm Beach, Miami Locks	Parent	50-00235-W	Buyer
77.	Section 35 (T45S, R34E) (Duda)	Water Use	Hendry, Vaughn	Parent	26-00613-W	Buyer
78.	Townsite (14 Sections)	Water Use	Hendry, Townsite	Parent	26-00040-W	Buyer
79.	Townsite Plantation Feed Lot Equipment Wash Well	Water Use	Hendry, Townsite	Parent	26-00469-W	Buyer
80.	Vaughn and Mott	Water Use	Palm Beach Canal L-25, Miami Locks	Parent	50-00183-W	Buyer
81.	Knight Land	Water Use	Hendry Canal L-24 Vaughn	Parent	26-00074-W	Buyer
82.	Devils Gardens North	Water Use	Hendry, Southern Gardens	SGGC	26-00282-W	Buyer
83.	Devils Gardens South	Water Use	Hendry, Southern Gardens	SGGC	26-00073-W	Buyer
84.	Southern Unit I	Water Use	Hendry, Southern Gardens	SGGC	26-00094-W	Buyer
85.	Boca Chica (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-03794-W	Buyer

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
86.	Tecan I (partial ownership)	Water Use	Hendry	Parent as co-applicant only	26-00113-W	Buyer
87.	Talisman West – PS4 (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-00168-W	Buyer
88.	Florida Sugar (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-03796-W	Buyer
89.	Basore (partial ownership)	Water Use	Palm Beach	Parent as co-applicant only	50-00436-W	Buyer
90.	Pruitt Tractor Shop	Water Use	Palm Beach	Parent	50-05754-W	
<b>WORKS OF THE DISTRICT</b>						
91.	Everglades Works of the District	Works of the District	Hendry/ Palm Beach	Parent	50-00018-E	Buyer
92.	SGGC – Devils Garden North	Works of the District	Hendry, Southern Gardens	SGGC	26-00318-E	Buyer
93.	SGGC – Devils Garden South	Works of the District	Hendry	SGGC	26-00306-E	Buyer
94.	Talisman (partial ownership)	Works of the District	Palm Beach	Sugar Farm Cooperative	50-00061-E	Buyer
<b>LANDOWNER AGREEMENTS WITH THE 298 DISTRICTS</b>						
95.	Landowner Agreement, dated July 29, 2004, by and between South Shore Drainage District and US Sugar Corp	Works of the District Agreement	South Shore Drainage District	Parent	N/A	South Shore Drainage District (as described in 50-00081-E)
96.	Landowners Agreement, dated November 15, 1993, by and between Bolles Drainage District and Robert E. Fritz, Trustee	Works of the District Agreement	Bolles Drainage District	Robert E. Fritz, Trustee	N/A	Bolles Drainage District (as described in 26-00010-E)
97.	Landowner Agreement, dated May 29, 1992, by and between Everglades Agricultural Area Environmental Protection District and South Bay Growers, Inc.	Works of the District Agreement	Everglades Agricultural Area Environmental Protection District	South Bay Growers, Inc.	N/A	EAA EPD (as described in 50-40000-1-E)
98.	Landowner Agreement, dated May 29, 1992, by and between Everglades Agricultural Area Environmental Protection District and United States Sugar Corporation	Works of the District Agreement	Everglades Agricultural Area Environmental Protection District	Parent	N/A	EAA EPD (as described in 50-40000-1-E)
99.	Landowner Agreement, dated September 16, 1993, by and between East Beach Water Control District and United States Sugar Corporation	Works of the District Agreement	East Beach WCD	Parent	N/A	East Beach WCD (as described in 50-00033-E)
100.	Landowner Agreement, dated August 24, 2000 by and between East Shore Water Control District and United States Sugar Corporation	Works of the District Agreement	East Shore WCD	Parent	N/A	East Shore WCD (as described in 50-00080-E)

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
101.	Landowner Agreement, dated September 16, 1993, by and between Pelican Lake Water Control District and United States Sugar Corporation	Works of the District Agreement	Pelican Lake Water Control District	Parent	N/A	Pelican Lake WCD (as described in 50-00015-E)
102.	Landowner Agreement, dated October 28, 1993, by and between Pahokee Water Control District and United States Sugar Corporation	Works of the District Agreement	Pahokee WCD	Parent	N/A	Pahokee WCD (as described in 50-00002-E)
103.	Landowner Agreement, dated September 16, 1993, by and between South Florida Conservancy District and United States Sugar Corporation	Works of the District Agreement	South Florida Conservancy District	Parent	NA	South Florida Conservancy District (as described in 50-00010-E)
104.	Landowner Agreement, dated July 29, 2004, by and between South Shore Drainage District and SBG Farms Inc.	Works of the District Agreement	South Shore Drainage District	Parent	N/A	South Shore Drainage District (as described in 50-00081-E)
<b>FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>						
105.	Aboveground Storage Tank (Lake Hicpochee Nichols/Retention Pond)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64654	Florida Department of Environmental Protection
106.	Aboveground Storage Tank (Doverspike Pond 2)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64065	Florida Department of Environmental Protection
107.	Aboveground Storage Tank (Doverspike Pond 3)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64673	Florida Department of Environmental Protection
108.	Aboveground Storage Tank (Townsite Farm, replaced old tank #33)	Storage Tank	Townsite – Hendry County	Parent	Facility # 268731987 (no USSC# provided)	Florida Department of Environmental Protection
109.	Aboveground Storage Tank (South Line Pump Station – 7 pumps)	Storage Tank	Townsite – Hendry County	Parent	Facility # 268731987 USSC# 63007	Florida Department of Environmental Protection
110.	Aboveground Storage Tank (Vaughn Bolles Sec.36)	Storage Tank	Mott – Hendry County	Parent	Facility # 268731988 USSC# 64739	Florida Department of Environmental Protection
111.	Aboveground Storage Tank (Vaughn Griffin Sec.23 aka Mott 3)	Storage Tank	Mott – Hendry County	Parent	Facility # 268731988 USSC# 63010	Florida Department of Environmental Protection
112.	Aboveground Storage Tank (On Hendry – PB County line)	Storage Tank	Mott- Hendry County	Parent	Facility # 268731988 USSC# 70201	Florida Department of Environmental Protection
113.	Aboveground Storage Tank (Ritta Tractor Shed)	Storage Tank	Ritta – Palm Beach County	Parent	Facility # 508623012 (no USSC# provided)	Florida Department of Environmental Protection
114.	Aboveground Storage Tank (Section 27 (Vaughn 3))	Storage Tank	Vaughn Farm – Palm Beach County	Parent	Facility # 508623015 USSC# 63012	Florida Department of Environmental Protection
115.	Aboveground Storage Tank (Section 19 (Vaughn Unit 2))	Storage Tank	Vaughn Farm – Palm Beach County	Parent	Facility # 508623015 USSC# 64632	Florida Department of Environmental Protection

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
116.	Aboveground Storage Tank (Section 22 (Weatherald 1))	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63013	Florida Department of Environmental Protection
117.	Aboveground Storage Tank (Weatherald 2)	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63014	Florida Department of Environmental Protection
118.	Aboveground Storage Tank (Section 32/33 (Weatherald 3))	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63015	Florida Department of Environmental Protection
119.	Aboveground Storage Tank (Prewitt Office)	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 (no USSC# provided)	Florida Department of Environmental Protection
120.	Aboveground Storage Tank (Old FI Sugar off Old 80 (Prewitt 3))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63046	Florida Department of Environmental Protection
121.	Aboveground Storage Tank (Section 10 (Prewitt 1))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63000	Florida Department of Environmental Protection
122.	Aboveground Storage Tank (Section 30 (Prewitt 2))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63001	Florida Department of Environmental Protection
123.	Aboveground Storage Tank (Section 14 Bulk Tank (Runyon))	Storage Tank	Runyon – Palm Beach County	Parent	Facility # 508732000 USSC# 70001	Florida Department of Environmental Protection
124.	Aboveground Storage Tank (Bourne 3)	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63005	Florida Department of Environmental Protection
125.	Aboveground Storage Tank (Bourne 2)	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63004	Florida Department of Environmental Protection
126.	Aboveground Storage Tank (Section 32 (Bourne 5))	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63003	Florida Department of Environmental Protection
127.	Aboveground Storage Tank (Section 2 (Bourne 1))	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63002	Florida Department of Environmental Protection
128.	Aboveground Storage Tank (Boy pumping station)	Storage Tank	Boy – Palm Beach County	Parent	Facility # 508732004 USSC# 63016	Florida Department of Environmental Protection
129.	Aboveground Storage Tank (Boy tractor shed)	Storage Tank	Boy – Palm Beach County	Parent	Facility # 508732004 USSC# 7000	Florida Department of Environmental Protection
130.	Aboveground Storage Tank (South Shore Tractor Shed)	Storage Tank	South Shore – Palm Beach County	Parent	Facility # 508732388 USSC# 70200	Florida Department of Environmental Protection
131.	Aboveground Storage Tank (South Shore Tractor Shed – Tanks 1, 2 and 3)	Storage Tank	South Shore – Palm Beach County	Parent	Facility # 508732388 USSC# 70200	Florida Department of Environmental Protection
132.	Aboveground Storage Tank (Section 15 (Ritta J.C. Pump station))	Storage Tank	Mott – Palm Beach County	Parent	Facility # 509200672 USSC# 63011	Florida Department of Environmental Protection

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
133.	Industrial Waste Water Facility/Agricultural Use Plan	IWWF	Hendry County	Southern Gardens Citrus Processing Corporation	Fla014296	Florida Department of Environmental Protection
134.	Florida Department of Environmental Protection Storage Tank Registration - Southern Gardens Groves	Storage Tank	Hendry County	Parent	Facility Nos. 8520167, 8731944, and 8732389	Florida Department of Environmental Protection
<b>FLORIDA DEPARTMENT OF HEALTH</b>						
135.	Vaughn Village Operating Permit (Migrant Labor Camp)	Operating Permit	Hendry County	Vaughn Village	26-52-00446	Florida Department of Health
136.	Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-03585	Florida Department of Health
137.	Vaughn Village Limited Use Operating Permit	Operating Permit	Hendry County	USSC	26-57-03586	Florida Department of Health
138.	Vaughn Village Limited Use Operating Permit	Operating Permit	Hendry County	Vaughn Village #3	26-57-03587	Florida Department of Health
139.	Devils Gardens Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Devil's Garden South House	26-57-00051	Florida Department of Health
140.	Dunwoody Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-00057	Florida Department of Health
141.	Alcoma Limited Use Operating Permit	Operating Permit	Hendry County	SGGC	26-57-00179	Florida Department of Health
142.	Southern Horse Barn Limited Use Water	Operating Permit	Hendry County	SGCP - Horse Barn	26-57 -914253	Florida Department of Health
143.	Southern Gardens Citrus Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-00055	Florida Department of Health
144.	United States Sugar Corporation Vaughn Farm Office Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Vaughn Farm office	26-57-00052	Florida Department of Health
145.	United States Sugar Corporation Southern Division Citrus Office Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Div. Citrus Office	26-57-00053	Florida Department of Health
146.	United States Sugar Corporation Southern Division Citrus Tractor Shed #3 Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Div. Citrus Tractor Sh #3	26-57-00054	Florida Department of Health
147.	United States Sugar Corporation Southern Division Citrus Foreman's House Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Division Citrus - Foreman's House	26-57-00056	Florida Department of Health
148.	Prewitt R.O. Water Plant	Water Treatment Facility	Palm Beach County	Parent	239533-002-WC	Florida Department Of Health
149.	R.O. System for Prewitt Tractor Shed	Water Treatment Facility	Palm Beach County	Parent	239533-001-WC	Florida Department Of Health

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
<b>U.S. ARMY CORPS OF ENGINEERS</b>						
150.	Southern Division Unit 1	United States Army Corps of Engineers	Hendry County	Parent	89IPD-20207	United States Army Corps of Engineers
151.	Southern Division Unit 2	United States Army Corps of Engineers	Hendry County	Parent	89IPD-20207	United States Army Corps of Engineers
152.	Devil's Garden N & S	United States Army Corps of Engineers	Hendry County	Parent	89NWN-90662	United States Army Corps of Engineers
153.	Dunwoody area	United States Army Corps of Engineers	Hendry County	Parent	90NWN-00245	United States Army Corps of Engineers
154.	Van Ness Ranch	Department of the Army	Hendry County	Parent	199605653 (NW-JP)	Department of the Army
<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>						
155.	For a driveway to a pump station of US 27, west of Clewiston	Agriculture	U.S. 27	Parent	98A1930006	Florida Department of Transportation
156.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023730	Florida Department of Transportation
157.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 0237321	Florida Department of Transportation
158.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023733	Florida Department of Transportation
159.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023732	Florida Department of Transportation
160.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023734	Florida Department of Transportation
161.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023720	Florida Department of Transportation
162.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023721	Florida Department of Transportation
163.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023723	Florida Department of Transportation
164.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023722	Florida Department of Transportation
165.	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023726	Florida Department of Transportation

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

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
176.	Multi-Family - Other - City of Clewiston Ordinance No. 2006-13	Local Government Zoning Approval	South Francisco Street between Sonora Avenue and Arroyo Avenue, Clewiston, containing 15.32 acres of land	N/A	Ordinance No. 2006-13	City of Clewiston
177.	Mixed Use Planned Unit Development District - City of Clewiston Ordinance No. 2006-8	Local Government Zoning Approval	20 acre parcel on south side of US 27 along the western boundary of the City of Clewiston	N/A	Ordinance No. 2006-8	City of Clewiston

**Written Notices**

None.

## **SCHEDULE 12.a.vi**

### **PROCEEDINGS**

1. Open matter with the Florida Department of Environmental Protection - 400 gallon diesel fuel spill – Southern Gardens. This is set forth on Discharge Report Form dated 9.22.06. Matter is still in progress.
2. Open matter with the Florida Department of Environmental Protection - Diesel fuel spill - Florida Department of Environmental Protection Case No. 080325-2281. This is set forth on Waste Material Profile dated April 21, 1008.
3. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill - U.S. Sugar - Incident No. SWP080808 – 6044. This is set forth on Incident #: SWP080808 – 6044 dated August 2008.
4. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill – U.S. Sugar Corporation Basore Farms. This is set forth on Discharge Report Form dated 10.2.08. Matter is still in progress.
5. On August 20, 2008, a trailer was found on its side leaking grease (est. less than a gallon), oil (est. less than two gallons) and diesel (est. less than 25 gallons) on an impervious surface (parking lot with flooded water). The vehicle flipped over during Tropical Storm Fay on 08/19/08.
6. Any and all institutional controls reflected in the Public Records of the Counties.
7. Proceeding set forth In the Circuit Court for the 15<sup>th</sup> Judicial Circuit In and For Palm Beach County, Civil Division Case No. 50 2008 CA 022974 XXXX MB Dexter W. Lehtinen, Plaintiff, v. South Florida Water Management District, Defendant, South Florida Water Management District, Third Party Plaintiff, U.S. Sugar Corporation, Third-Party Defendant



**SCHEDULE 12.a.ix**

**DETERMINATIONS**

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



**SCHEDULE 12.a.xiii**

**OUTSTANDING AGREEMENT FOR PURCHASE AND SALE OF PREMISES**

1. Warranty Deed, executed April 9, 2004, by Camaro Farms, Inc. to Parent.
2. Warranty Deed, executed April 9, 2004, by Parent to Camaro Farms, Inc.
3. That certain Purchase and Sale Agreement, as amended, dated as of August 30, 2005, between Parent, as seller, and Resource Conservation Properties, Inc., as buyer for approximately 502 acres of real property located in the City of Clewiston.



**SCHEDULE 12.a.xvii**

**TENANT LEASES - REPRESENTATIONS**

**(A) Full Force and Effect; Amendments**

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

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

With respect to the Mining and Excavation Lease Agreement, dated October 1, 2006, United States Sugar Corporation, SBG Farms, Inc., and Florida Rock Industries, Inc., Parent has received two letters, respectively dated as of July 21, 2008 and August 13, 2008, from the lessee under the lease alleging that certain events that have transpired constitute a "force majeure" under the lease thereby excusing the lessee from performing under its lease in accordance with the timeframes initially contemplated in the lease.



**SCHEDULE 12.a.xx**

**INSURANCE POLICIES RELATING TO PREMISES**

<b>Insurance - USSC</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Deductible/ Retention</b>	<b>Insured Amount</b>
Property (Incl Boiler & Machinery)	Factory Mutual Insurance Co.	JB348	Various by type of loss	1,000,000,000
Excess Auto/General Liability*	National Union Fire Insurance Co. of Pittsburg	BE6543451	\$1,000,000	\$50,000,000
Excess Liability	Liberty Insurance Underwriters	LQ1B7102131310018	10,000	25,000,000
Workers' Compensation	Ace American Insurance	WLRC44462606	1,000,000	Statutory
Charitable Trust Liability	Philadelphia Insurance Companies	PHSD356036	2,500	2,000,000
Fidelity Liability	Zurich American Insurance Co.	FID 9673365 00	100,000	10,000,000
Above Ground Storage Tank Liability	American Safety Insurance	EIL008806-08-03	100,000	3,000,000
Special Crime	Liberty Insurance Underwriters	203079-015	0	5,000,000
<b>Sub Total</b>				
<b>Total Premiums:</b>				

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

**SCHEDULE 19.b**

**INSPECTION MATTERS**

1. Best Management Practices and Monitoring
2. Soil Inversion Project and Results and Related Environmental Matters
3. Permits/Governmental Approvals
4. Title Matters in Relation to SELLER's Representations and Covenants
5. Survey
6. Unrecorded Easements and Agreements Disclosed by SELLER and its Counsel
7. Railroad Relocation Agreement and Related Railroad Agreements and Easements
8. Insurance Claims and Information
9. Matters Related to Schedules and Exhibits

**SCHEDULE 19.j**

**RELOCATION AREA**

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

DPN