

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(5,110,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$(5,110,000)	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund 1226 Dept 820 Unit 3195 Object 9909
Fund 1226 Dept 380 Unit 3154 RSRC 6422

B. Recommended Sources of Funds/Summary of Fiscal Impact:

At the time of closing, ERM will bring an agenda item to the BCC to amend Fund 1226 to recognize the revenue and appropriate the funds to reserves.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments: Sale of this land will result in a loss of lease revenue of 22,525 annually throughout the period of the lease with BGI.

[Signature] 2-22-07
OFMB
2/22/07
CN 02/21/07

[Signature] 2/23/07
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 2/23/07
Assistant County Attorney
Purchase and Sale Agreement was not executed by SWA at time of CAO review.

This item complies with current County policies.

At the time of CAO's review, the purchase and Sale Agreement was not executed.

C. Other Department Review:

Department Director

Background and Policy Issues:

The SWA has been working on obtaining a site for a transfer facility in the Ag Reserve for over 10 years. SWA started negotiations with BGI in 2003. The Board initiated a land use change for the 40 acres in 2004, but at the public hearings, the Board did not approve the change. There was substantial discussion of the price SWA was proposing to pay (\$41,000/acre) and whether SWA should be required to find replacement land in the Ag Reserve to exchange, with the apparent consensus being that SWA should either find suitable land to exchange or pay an amount sufficient for the County to buy replacement land. Subsequently, SWA did not pursue acquisition of replacement land, but came back with an offer to purchase the property at the then current Fair Market Value.

At Staff's request, the Conservation Fund provided an estimate of the then current market value of properties within the Ag Reserve which was based upon their recent offering prices to sellers under the Ag Reserve acquisition program. The Conservation Fund's estimate of market value was \$125,000/acre. It should be noted that due to the fact that development rights have been removed from the entire Bowman property and that SWA is another governmental entity, Staff was supportive of SWA's initial request to pay the County the same per acre price the County paid for the property (\$41,000/acre). At the time the issue was discussed at the first round of public hearings, market values had increased to \$85,000/acre. By the time SWA came back with an offer to pay market value, prices had further increased to \$125,000/acre. Staff obtained two current appraisals of the property indicating values of \$4,300,000 (\$105,000/acre) and \$4,525,000 (\$110,000/acre).

Based upon Staff's willingness to recommend a purchase price of \$125,000/acre, SWA resubmitted a request to change the land use on the 40 acres. The land use change was approved in November of 2005. This transaction was delayed pending restructuring of the Ag Reserve Bonds which was completed in July of 2006.

BGI has been most cooperative in accommodating SWA's plans to site a transfer facility within the property leased by BGI. However, BGI will be impacted by this plan through the loss of 40 acres of farmland. BGI negotiated compensation from SWA of \$1,795/acre/year for a total of \$430,800. In addition, pursuant to the Lease Amendments with the County, BGI will receive 12 additional 1 year options, giving BGI the right to extend the term of its Leases for up to 12 years (2025). Rent during the option period will be established at Fair Market Value by appraisal. Currently, BGI is paying \$551/acre/year. Staff estimates that current fair market rental rates are approximately \$1,200/acre/year. BGI has also agreed to release from its Leases, without charge, the land area required for additional right-of-way for Lyons Road and the Rural Parkway Easement.

Lease extension will ensure continuity in farming operations within the Ag Reserve. It should be noted that the principal of BGI, Dick Bowman, is a member of the Bowman family which initially sold the County the property. The Bowman property was one of the early acquisitions of land within the Ag Reserve, and set the stage for what turned out to be a highly successful program. The Bowman's sold their land for \$41,000/acre. Prices in the Ag Reserve have tripled since the Bowman's sold this property in 2001.

Based upon this transaction facilitating the sale to SWA for development of SWA's transfer facility, the continuity of farming operations within the AG Reserve and obtaining right of way for Lyons Road and the Rural Parkway Easement, Staff recommends the Board find that the Lease extensions are in the best interest of the County. Further, Staff recommends that the Board find that BGI is the only person/entity reasonably capable of using the 16.41 acre outparcel currently leased to James Crystal Enterprises for its highest and best use of Agricultural Production, in the event that the Lease with James Crystal Enterprises is terminated prior to expiration thereof. This outparcel is surrounded by property leased to BGI and is accessible only through the Bowman Farm.

105

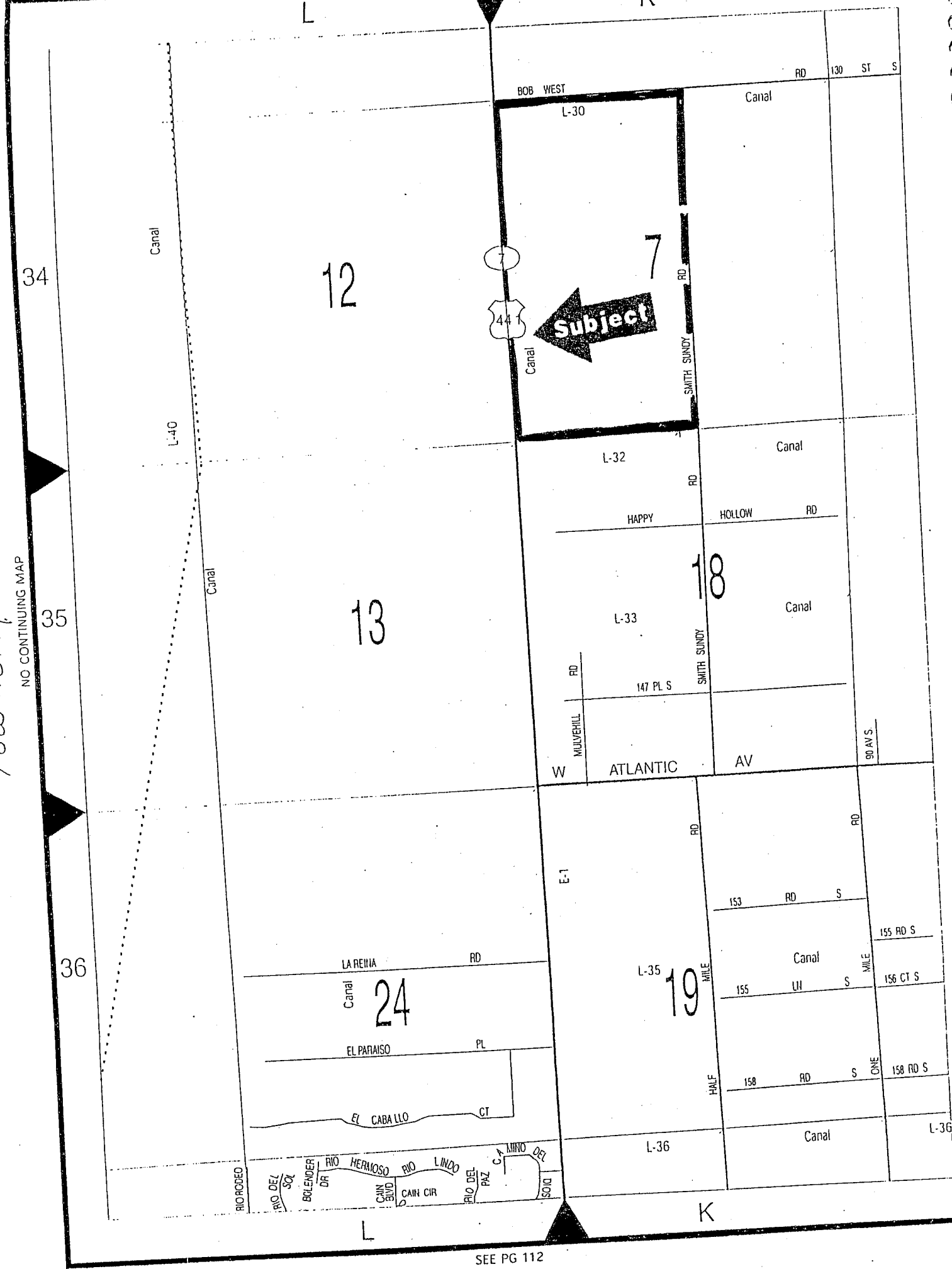
Kanye 41

SEE PG 99

map 1

1 owner only 79

NO CONTINUING MAP



105

SEE PG 112

Bowman Parcel "A"
 PCN # 00-42-46-07-01-000-0090
 R2001-0519

LOCATION MAP
 ATTACHMENT #1



AGREEMENT FOR PURCHASE AND SALE

between

**PALM BEACH COUNTY,
a political subdivision
of the State of Florida,
as Seller**

and

**THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
a dependant special district created by Chapter 75-473, Laws of Florida,
as Purchaser**

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ATTACHMENT # 2

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into on this _____ day of _____, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependant special district created by Chapter 75-473, Laws of Florida, as amended (hereinafter referred to as the "Purchaser").

WITNESSETH:

1. DEFINITIONS. The following terms as used herein shall have the following meanings:

1.1 "Agreement" - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 "Closing and Closing Date" - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 8.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 "Current Funds" - Locally drawn certified funds or received wire transfer through the federal funds wire system.

1.4 "Effective Date" - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.5 "Inspection Period" - that certain period of time commencing upon the Effective Date and terminating thirty (30) days thereafter.

1.6 "Purchase Price" - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.7 "Real Property" - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon.

1.8 "Tenant" - Bowman Growers, Inc., a Florida corporation, with offices at RR1, Box 295, Delray Beach, FL 33446.

2. SALE AND PURCHASE. In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County agrees to sell and convey to Purchaser and Purchaser agrees to purchase from County, the Real Property on the terms, covenants, and conditions hereinafter set forth, subject to the Access Covenant set forth below, together with all

improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property.

2.1 ACCESS COVENANT: The County shall convey the Real Property to the Purchaser by County Deed subject to a restriction, which runs with the land " that the Property shall not use Smith Sundy Road for general access and that access to the Property shall be over a bridge to be constructed from U.S. 441, such bridge to be constructed prior to the establishment of any use or development on the Property; provided however, that limited access to the Property shall be permitted via Smith Sundy Road during the construction of such bridge and thereafter in the case of emergency.

3. PURCHASE PRICE AND METHOD OF PAYMENT.

3.1 Purchase Price. The Purchase Price of the Real Property shall be Five Million One Hundred Ten Thousand and 00/100 Dollars (\$5,110,000.00), subject to adjustments as follows: The Purchase Price reflected herein is based upon an estimated total acreage of 40.88 acres. In the event the survey obtained by the Purchaser pursuant to Section 6 hereof reveals that the total acres varies from the acres stated above, the Purchase Price shall be adjusted to an amount equal to the actual acreage multiplied by \$125,000.00.

3.2 Payment Of Purchase Price.

The Purchase Price shall be paid as follows:

- | | | |
|----|---|----------------|
| a. | <u>Deposit</u> together with interest, if any, earned thereon, to be held in escrow by Cohen, Norris, Scherer, Weinberger and Wolmer, "Escrow Agent." | \$10,000.00 |
| b. | <u>Balance to Close (Current Funds)</u> subject to adjustments, credits and prorations required hereby. | \$5,100,000.00 |

4. INSPECTION OF PROPERTY AND CONTINGENCIES.

4.1 During the Inspection Period and subject to reasonable accommodation with the Tenant, Purchaser and its engineers, surveyors, agents and representatives shall have unrestricted access to the Real Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by Purchaser at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event Purchaser

elects not to close upon its purchase of the Real Property, Purchaser shall restore the Real Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. In the event that such inspections shall reveal a deficiency in the Real Property, as determined by Purchaser in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to County, whereupon Purchaser's Deposit shall be returned and the parties shall be relieved of all further obligations hereunder. To the extent permitted by law, Purchaser hereby covenants and agrees to at all times hereafter hold County, and their respective officers, directors, employees and agents, and all of their respective successors, assigns and grantees, harmless from and at all times hereafter to save, defend and indemnify them and each of them from and against any and all manner of claim, demand, action, cause of action, loss, suit, injury, damage, cost or other liability of whatever nature, including but not limited to mechanic's liens or other encumbrances filed, claimed or asserted against County, any or all of the other aforesaid indemnities, and/or the Real Property, and from and against any and all manner of injury to any person or any property by reason of any act or acts done or caused to be done by Purchaser, its agents or employees, pursuant to this Agreement or otherwise, because of any entry made by Purchaser, its agents or employees, on the Real Property. It is expressly and mutually agreed that the indemnities made in this Section 4.1 arising out of pre-closing or pre-termination activities shall survive the Closing or termination of this Agreement and delivery of the deed hereunder, and shall not be merged therein.

4.2 County's obligation to Close the sale of this transaction is expressly contingent upon the concurrent execution of lease modifications with Tenant as set out in Exhibits "B-1, B-2 & B-3" attached hereto and made a part hereof.

4.3 Purchaser's obligation to Close the purchase of this transaction is expressly contingent upon the concurrent execution of the Agreement for Lease and Lease Buyout with Tenant as set out in Exhibit "C" attached hereto and made a part hereof.

In the event that either of the contingencies set out in Sections 4.2 or 4.3 above are not fulfilled on the Closing date, either party to this Agreement may terminate this Agreement by written notice to the other, whereupon the Purchaser's Deposit shall be returned and the parties shall be relieved of all further obligations hereunder, other than those which specifically survive termination.

5. EVIDENCE OF TITLE.

5.1 Within fifteen (15) days after the Effective Date of this Agreement, the Purchaser may obtain an owner's title insurance commitment issued by a title insurance company acceptable to Purchaser, agreeing to issue to the Purchaser upon the recording of the County Deed to the Real Property, and subject to the covenant required in Section 2 above, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the Purchaser to the Real Property. The cost of said commitment and policy and any premium therefor shall be borne by Purchaser.

The Purchaser shall have fifteen (15) days after receipt of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any matter which is unacceptable to Purchaser, Purchaser shall notify County of Purchaser's objection thereto, and Purchaser shall have the option of: (a) accepting title to the Real Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to County, whereupon the Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder, other than those which specifically survive termination.

5.2 Purchaser may request, prior to the Closing, an endorsement of the commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, the title insurance commitment shall be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Real Property (provided Purchaser obtains a survey in accordance with Section 6 hereof); (c) easements or claims of easement not shown by the public records (provided Purchaser obtains a survey in accordance with Section 6 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; and (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of title to the Real Property by the Purchaser. Notwithstanding the foregoing, County shall have no obligations relating to Purchaser's obtaining such endorsement.

5.3 From and after the Effective Date of this Agreement, County shall take no action which would impair or otherwise affect title to any portion of the Real Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the Purchaser.

6. SURVEY. Purchaser shall have the right, within the time period provided in Section 5 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, the same shall be treated as title defects as described in Section 5 of this Agreement, and Purchaser shall have the same rights and remedies as set forth therein.

7. RISK OF LOSS. Purchaser shall bear the risk of any loss, damage or casualty to the Real Property prior to Closing. In the event of any such loss, damage or casualty, Purchaser shall have the right, at its option, to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the parties shall be released from all further obligations hereunder. Purchaser shall have access to the Real Property from and after the Effective Date.

8. CLOSING. The parties agree that the Closing upon the Real Property shall be consummated as follows:

8.1 Place of Closing. The Closing shall be held at the Escrow Agents office at 712 U.S. Highway One, Suite 400, North Palm Beach, Florida.

8.2 Closing Date. The Closing shall take place within thirty (30) days after expiration of the Inspection Period, or at such earlier date as is mutually agreed upon by the parties.

8.3 Closing Documents. Purchaser shall be responsible for preparation of all Closing documents. Purchaser shall submit copies of same to County for review no less than ten (10) days before Closing (except Closing Statement which will be submitted at least 2 days before). At Closing, County shall deliver, or cause to be delivered to Purchaser, the following documents, each fully executed and acknowledged as required.

8.3.1 County Deed. A County Deed conveying title to the Real Property in accordance with the terms thereof.

8.3.2 Closing Statement. A Closing statement prepared in accordance with the terms hereof.

8.4 Possession. At Closing, County shall deliver full, complete, and exclusive possession of the Real Property to the Purchaser Subject to the rights of Tenant to remain in possession of the Real Property pursuant to the New Lease to be entered into between Purchaser and Tenant.

8.5 Purchaser's Obligations. At Closing, Purchaser shall deliver, or cause to be delivered, to County the following:

8.5.1 Cash due at Closing. The required payment due in Current Funds as provided elsewhere herein.

8.5.2 Closing Statement. A Closing statement prepared in accordance with the terms hereof.

9. EXPENSES.

9.1 Purchaser shall pay the following expenses at Closing.

9.1.1 The cost of recording the deed of conveyance, if any.

9.1.2 All costs and premiums for the owner's title insurance commitment and policy.

9.2 The County and Purchaser shall each pay their own attorney's fees.

10. CONDEMNATION. In the event that all or any part of the Real Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, Purchaser shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. Purchaser shall have the right to participate in any such proceedings.

11. REAL ESTATE BROKER. Each of the parties represent and warrant to the other that they have not dealt with any broker salesman, agent, or finder in connection with this transaction. The foregoing representations and warranties shall survive the closing or termination of this Agreement.

12. NOTICES. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

12.1 County:

Palm Beach County
Property & Real Estate Management Division
Ross C. Hering, Director
3200 Belvedere Road
Building 1169
West Palm Beach, Florida 33406-1544

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401
Attn: Real Estate

12.2 Purchaser:

Solid Waste Authority of Palm Beach County
John Booth, Executive Director
7501 N. Jog Road
West Palm Beach, Fl 33412

With a copy to:

Bernard A. Conko, Esquire
Cohen, Norris, Scherer, Weinberger and Wolmer.
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

13. ASSIGNMENT. Neither Purchaser nor County may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

14. DEFAULT.

14.1 Default by County. In the event County fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Purchaser shall have the right to (1) terminate this Agreement by written notice to County, in which event Purchaser's Deposit shall be returned and the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event Purchaser elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Purchaser shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove.

14.2 Default by Purchaser. In the event Purchaser fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to Purchaser, in which event the Deposit shall be delivered to County as liquidated damages and the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Purchaser a reasonable period of time within which to cure such default during which time Purchaser shall utilize

Purchaser's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event County elects option number two (2) set forth hereinabove and Purchaser fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove.

15. GOVERNING LAW & VENUE. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

16. BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

17. TIME OF ESSENCE. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

18. INTEGRATION. This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

19. EFFECTIVE DATE OF AGREEMENT. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

20. HEADINGS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

21. NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

22. CONSTRUCTION. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

23. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

24. SURVIVAL. The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

25. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

26. AMENDMENT. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

27. INCORPORATION BY REFERENCES. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

28. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered
in the presence of:

Date of Execution by Purchaser:

_____, 2007

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

Witness Signature

Print Name

Witness Signature

Print Name

By: _____
John Booth, Executive Director

REVIEWED AND APPROVED AS TO
LEGAL FORM

By: _____
Solid Waste Authority Attorney

Date

Date of Execution by Seller:

_____, 2007

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

**ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Department Director

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 45 THROUGH 48, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF SAID TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE; THE WEST TERMINUS OF SAID LINE BEING LOCATED ALONG THE WEST LINE OF TRACT 48, 52.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 48; THE EAST TERMINUS BEING LOCATED ALONG THE EAST LINE OF TRACT 45, 62.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 45;

TOGETHER WITH:

TRACTS 49 THROUGH 52, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 15 FEET THEREOF.

TOGETHER WITH:

THE PORTION OF TRACTS 44 AND 53, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE; THE NORTH BOUNDARY BEING A LINE BEGINNING AT A POINT LOCATED ALONG THE WEST LINE OF TRACT 44, 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 44, AND TERMINATING AT A POINT LOCATED 47.5 FEET EAST OF AND 62.9 FEET SOUTH OF SAID NORTHWEST CORNER OF TRACT 44; THE SOUTH TERMINUS OF SAID LINE BEING LOCATED 57.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 53, ALONG THE SOUTH LINE THEREOF. LESS THE SOUTH 15 FEET THEREOF.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 49 BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, THENCE ALONG THE WEST LINE OF SAID TRACT 49, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 1296.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH $88^{\circ}58'52''$ EAST, A DISTANCE OF 1370.83 FEET; THENCE SOUTH $01^{\circ}10'37''$ EAST, A DISTANCE OF 1291.26 FEET; THENCE SOUTH $88^{\circ}46'49''$ WEST, A DISTANCE OF 1381.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-1"

AMENDMENT TO LEASE

(For Parcel "A")

Amendment to Lease entered into as of the ___ day of _____, 2007 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Landlord" or "County" and BOWMAN GROWERS, INC., (a Florida corporation), with offices located at 14339 Smith Sundry Road, Delray Beach, FL 33446 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Landlord and Tenant entered into a lease dated the 3rd day of April 2001 which was approved under Resolution No. 2001-517 (the "Lease") pursuant to which Tenant leases approximately 319+/- acres (the "Premises") as legally described in the Lease; and

WHEREAS, the Lease term was originally set to expire on the 30th day of June 2003, subject to extensions; and

WHEREAS, Tenant has exercised its options to extend the Lease through June 30, 2007; and

WHEREAS, Tenant has agreed to release certain lands from this Lease and has agreed to other lease modifications beneficial to Landlord; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations, the receipt of which is hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Real Property as described and set out in Exhibit "A" attached hereto (the "Real Property") is hereby released from the Lease and shall no longer be deemed part of the Premises subject to this Lease and all obligations and rights of Landlord and Tenant with respect to such Real Property are hereby terminated. Landlord hereby discharges and releases Tenant from all liabilities, obligations and claims relating to the Real Property.

3. Section 1.03, is hereby amended as follows:

The words "...for ten (10) successive periods..." in the first sentence are revised to state "...for twenty-two (22) successive periods...". All the rest and remainder of Section 1.03 is unchanged and remains in full force and effect.

4. The net actual acreage of the Premises as set out in Section 2.02(a) Per Acre Rent, is hereby reduced by 40.28 acres to 233.96, and the wetland area is reduced by 0.6 acres to 44.24, and all rent obligation of Tenant from the date of this Amendment to Lease forward shall be adjusted accordingly; any rent prepaid by Tenant on the released Real Property shall be prorated as of the date hereof and any overpayment due Tenant shall be credited toward Tenant's next rent payment
5. The following Section is hereby added to the Lease:

Section 2.02(c) Rent during additional option periods.

Commencing July 1, 2013, the Rent shall be adjusted to the then current fair market value rental. Landlord shall obtain, at its expense and in accordance with the requirements set forth herein, an appraisal of the then current fair market rental for the Premises prior to the end of the Second Rent Adjustment Period, and provide a copy of said appraisal to Tenant not less than ninety (90) days prior to June 30, 2013. In the event that Tenant does not believe that the appraisal obtained by Landlord accurately reflects the then existing fair market rental for the Premises, Tenant shall so notify Landlord and request that Landlord obtain a second appraisal in accordance with the requirements set forth herein. Tenant shall pay the cost of the second appraisal. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable until the next adjustment. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of said third appraisal shall be borne equally by the parties. The Rent will then be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent.

The new Rent established by the foregoing process shall remain in effect until either party requests that the Rent be reappraised, but not more frequently than every 3 years, nor longer than every 5 years.

6. The following Section is hereby added to the Lease:

Section 1.04 Option to Add Radio Tower Land

Within the Premises overall boundaries there lies a parcel of land of approximately 16.41 acres, which has been lessed out of the legal description of the Premises and referred to as the 'radio tower lease', which was under lease to James Crystal Enterprises, L.L.C., (hereafter "Crystal") at the time Tenant entered into this Lease. The lease with Crystal has since been renewed. In the event the radio tower lease shall terminate before the termination of this Lease, Tenant shall have the right to add the radio tower lease lands to this Lease upon the same terms and conditions as may exist in this Lease at such time and the rent shall be increased on a pro-rata basis.

7. Condition Precedent. It is a condition precedent of this Amendment to Lease that Landlord (County) close the transaction and convey to the Solid Waste Authority of Palm Beach County (Authority) the Real Property which is the subject of an Agreement for Purchase and Sale between Landlord, as Seller, and Authority, as Purchaser, of even date herewith.

In all other respects, the terms and conditions of the Lease are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written above.

Signed, sealed and delivered
in the presence of:

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Assistant County Attorney

Witness

Printed Name

Witness

Printed Name

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Department Director

BOWMAN GROWERS, INC. (TENANT)

By: _____

Printed Name: _____

Its: _____

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 45 THROUGH 48, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF SAID TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE; THE WEST TERMINUS OF SAID LINE BEING LOCATED ALONG THE WEST LINE OF TRACT 48, 52.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 48; THE EAST TERMINUS BEING LOCATED ALONG THE EAST LINE OF TRACT 45, 62.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 45;

TOGETHER WITH:

TRACTS 49 THROUGH 52, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 15 FEET THEREOF.

TOGETHER WITH:

THE PORTION OF TRACTS 44 AND 53, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE; THE NORTH BOUNDARY BEING A LINE BEGINNING AT A POINT LOCATED ALONG THE WEST LINE OF TRACT 44, 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 44, AND TERMINATING AT A POINT LOCATED 47.5 FEET EAST OF AND 62.9 FEET SOUTH OF SAID NORTHWEST CORNER OF TRACT 44; THE SOUTH TERMINUS OF SAID LINE BEING LOCATED 57.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 53, ALONG THE SOUTH LINE THEREOF. LESS THE SOUTH 15 FEET THEREOF.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 49 BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, THENCE ALONG THE WEST LINE OF SAID TRACT 49, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 1296.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH $88^{\circ}58'52''$ EAST, A DISTANCE OF 1370.83 FEET; THENCE SOUTH $01^{\circ}10'37''$ EAST, A DISTANCE OF 1291.26 FEET; THENCE SOUTH $88^{\circ}46'49''$ WEST, A DISTANCE OF 1381.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-2"

AMENDMENT TO LEASE
(For Parcel "B")

Amendment to Lease entered into as of the ___ day of _____ 2007 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Landlord" or "County" and BOWMAN GROWERS, INC., (a Florida corporation), with offices located at 14339 Smith Sundry Road, Delray Beach, FL 33446 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Landlord and Tenant entered into a lease dated the 3rd day of April 2001 which was approved under Resolution No. 2001-518 (the "Lease") pursuant to which Tenant leases approximately 299+/- acres (the "Premises") as legally described in the Lease; and

WHEREAS, the Lease term was originally set to expire on the 30th day of June 2003, subject to extensions; and

WHEREAS, Tenant has exercised its option to extend the Lease through June 30, 2007; and

WHEREAS, Contemporaneously herewith, the parties are modifying other Leases between Landlord and Tenant to release land therefrom and/or accomplish other changes beneficial to Landlord; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations, the receipt of which is hereby acknowledged by both parties, Landlord and Tenant agree as follows:

- 1 The foregoing recitals are true and correct and incorporated herein by reference.
- 2 Section 1.01 Premises is hereby amended to add the following:

Tenant acknowledges that the County's Thoroughfare Plan calls for Lyons Road to be extended through the Premises with an ultimate right-of-way width of 110 feet. In addition, Tenant acknowledges that the Ag Reserve Master Plan adopted as part of the Comprehensive Plan provides for a rural parkway 100 feet in width to be established on both sides of Lyons Road. Landlord agrees that at such time as the alignment is established for Lyons Road, Landlord shall provide Tenant a copy of the alignment and a map depicting the location of the required right-of-way and/or easement within the Premises. Landlord shall then provide Tenant notice not more than twelve (12) months nor less than six (6) months prior to the date which Landlord intends to commence construction of Lyons Road. Within thirty (30) days after delivery of said notice, the parties shall enter into an amendment to this Lease releasing the property required for Lyons Road right-of-way and Rural Parkway from this Lease, such release to be effective upon Landlord's letting a construction contract for the construction of Lyons Road. Tenant shall not be entitled to any compensation on account of the release of the required right-of-way/easement from this Lease other than a prorata reduction of Rent for the land area within the right-of-way so released.

In connection with the construction of Lyons Road, Landlord shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the right-of-way and/or easement. To the extent that said canals cross the right-of-way and are required for Tenant's continued farming operations, Landlord shall install culverts under this right-of-way. Prior to commencement of any construction affecting Tenant's irrigation ditches and/or canals, the Landlord shall develop plans for the redesign and/or culverting of said ditches and/or canals, which plans shall be subject to the prior written approval of Tenant, which shall not be unreasonably withheld. Upon approval of said plans, Landlord shall be responsible for the physical construction/relocation of said ditches, canals, and/or culverts, at Landlord's cost and expense. Landlord shall cause its contractors to coordinate such construction activities with Tenant and take such measures as Tenant may reasonably request to minimize the impact of such construction activities on Tenant's farming operations. In no event, however, shall Landlord be liable to Tenant for damage to, or destruction of, crops lying within the confines of the right-of-way and easement.

3. Section 1.03 Option to Renew, is hereby amended as follows:

The words "...for ten (10) successive periods..." in the first sentence are revised to state "...for twenty-two (22) successive periods...". All the rest and remainder of Section 1.03 is unchanged and remains in full force and effect.

4. Rent Adjustments.

Commencing July 1, 2013, the Rent shall be adjusted to the then current fair market value rental. Landlord shall obtain, at its expense and in accordance with the requirement set forth herein, an appraisal of the then current fair market rental for the Premises prior to the end

of the Second Rent Adjustment Period, and provide a copy of said appraisal to Tenant not less than ninety (90) days prior to June 30, 2013. In the event that Tenant does not believe that the appraisal obtained by Landlord accurately reflects the then existing fair market rental for the Premises, Tenant shall so notify Landlord and request that Landlord obtain a second appraisal in accordance with the requirements set forth herein. Tenant shall pay the cost of the second appraisal. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable until the next adjustment. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of said third appraisal shall be borne equally by the parties. The Rent will then be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent.

The new Rent established by the foregoing process shall remain in effect until either party request that the Rent be reappraised, but not more frequently than every 3 years, nor longer than every 5 years.

5. Condition Precedent. It is a condition precedent of this Amendment to Lease that Landlord (County) close the transaction and convey to the Solid Waste Authority of Palm Beach County (Authority) the Real Property which is the subject of an Agreement for Purchase and Sale between Landlord, as Seller, and Authority, as Purchaser, of even date herewith.

6. In all other respects, the terms and conditions of the Lease are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written above.

Signed, sealed and delivered
in the presence of:

ATTEST:
SHARON R. BOCK,
Clerk and Clerk & Comptroller

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS
AND CONDITIONS:**

By: _____
Assistant County Attorney

By: _____
Department Director

Witness

Printed Name

Witness

Printed Name

BOWMAN GROWERS, INC. (TENANT)

By: _____

Printed Name: _____

EXHIBIT "B-3"

AMENDMENT TO LEASE
(for Parcel "C")

Amendment to Lease entered into as of the ___ day of _____, 2007 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Landlord" or "County" and BOWMAN GROWERS, INC., (a Florida corporation), with offices located at 14339 Smith Sundry Road, Delray Beach, FL 33446 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Landlord and Tenant entered into a lease dated the 3rd day of April 2001" which was approved under Resolution No. 2001-519 (the "Lease") pursuant to which Tenant leases approximately 317+/- acres (the "Premises") as legally described in the Lease; and

WHEREAS, the Lease term was originally set to expire on the 30th day of June 2003, subject to extensions; and

WHEREAS, Tenant has exercised its option to extend the Lease, through June 30, 2007; and

WHEREAS, Contemporaneously herewith, the parties are modifying other Leases between Landlord and Tenant to release land therefrom and/or accomplish other changes beneficial to Landlord; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations, the receipt of which is hereby acknowledged by both parties, Landlord and Tenant agree as follows:

- 1 The foregoing recitals are true and correct and incorporated herein by reference.
2. Section 1.01 Premises is hereby amended to add the following:

Tenant acknowledges that the County's Thoroughfare Plan calls for Lyons Road to be extended through the Premises with an ultimate right-of-way width of 110 feet. In addition,

Tenant acknowledges that the Ag Reserve Master Plan adopted as part of the Comprehensive Plan provides for a rural parkway 100 feet in width to be established on both sides of Lyons Road. Landlord agrees that at such time as the alignment is established for Lyons Road, Landlord shall provide Tenant a copy of the alignment and a map depicting the location of the required right-of-way and/or easement within the Premises. Landlord shall then provide Tenant notice not more than twelve (12) months nor less than six (6) months prior to the date which Landlord intends to commence construction of Lyons Road. Within thirty (30) days after delivery of said notice, the parties shall enter into an amendment to this Lease releasing the property required for Lyons Road right-of-way and Rural Parkway from this Lease, such release to be effective upon Landlord's letting a construction contract for the construction of Lyon's Road. Tenant shall not be entitled to any compensation on account of the release of the required right-of-way/easement from this Lease other than a prorata reduction of Rent for the land area within the right-of-way so released.

In connection with the construction of Lyons Road, Landlord shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the right-of-way and/or easement. To the extent that said canals cross the right-of-way and are required for Tenant's continued farming operations, Landlord shall install culverts under this right-of-way. Prior to commencement of any construction affecting Tenant's irrigation ditches and/or canals, the Landlord shall develop plans for the redesign and/or culverting of said ditches and/or canals, which plans shall be subject to the prior written approval of Tenant, which shall not be unreasonably withheld. Upon approval of said plans, Landlord shall be responsible for the physical construction/relocation of said ditches, canals, and/or culverts, at Landlord's cost and expense. Landlord shall cause its contractors to coordinate such construction activities with Tenant and take such measures as Tenant may reasonably request to minimize the impact of such construction activities on Tenant's farming operations. In no event, however, shall Landlord be liable to Tenant for damage to, or destruction of, crops lying within the confines of the right-of-way and easement.

3. Section 1.03, is hereby amended as follows:

The words "...for ten (10) successive periods..." in the first sentence are revised to state "...for twenty-two (22) successive periods...". All the rest and remainder of Section 1.03 is unchanged and remains in full force and effect.

4. Rent Adjustments.

Commencing July 1, 2013, the Rent shall be adjusted to the then current fair market value rental. Landlord shall obtain, at its expense and in accordance with the requirements set forth herein, an appraisal of the then current fair market rental for the Premises prior to the end of the Second Rent Adjustment Period, and provide a copy of said appraisal to Tenant not less

than ninety (90) days prior to June 30, 2013. In the event that Tenant does not believe that the appraisal obtained by Landlord accurately reflects the then existing fair market rental for the Premises, Tenant shall so notify Landlord and request that Landlord obtain a second appraisal in accordance with the requirements set forth herein. Tenant shall pay the cost of the second appraisal. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable until the next adjustment. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of said third appraisal shall be borne equally by the parties. The Rent will then be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent.

The new Rent established by the foregoing process shall remain in effect until either party requests that the Rent be reappraised, but not more frequently than every 3 years, nor longer than every 5 years.

5. Condition Precedent. It is a condition precedent of this Amendment to Lease that Landlord (County) close the transaction and convey to the Solid Waste Authority of Palm Beach County (Authority) the Real Property that is the subject of an Agreement for Purchase and Sale between Landlord, as Seller, and Authority, as Purchaser, of even date herewith.

6. In all other respects, the terms and conditions of the Lease are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written above.

Signed, sealed and delivered
in the presence of:

ATTEST:
SHARON R BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS:**

By: _____
Department Director

Witness

Printed Name

Witness

Printed Name

BOWMAN GROWERS, INC. (TENANT)

By: _____

Printed Name: _____

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EXHIBIT "C"

**AGREEMENT FOR LEASE
AND LEASE BUYOUT**

This Agreement for Lease and Lease Buyout entered into as of the ___ day of _____, 2007 by and between the SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, a dependant special district created by Chapter 75-473, Laws of Florida, as amended, hereinafter referred to as "Purchaser", and BOWMAN GROWERS, INC., (a Florida corporation), with offices located at 14339 Smith Sundry Road, Delray Beach, FL 33446 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Palm Beach County, (hereinafter referred to as the "County") and Tenant entered into a certain lease dated the 3rd day of April 2001 (the "Lease"); and

WHEREAS, the Lease term's original expiration date was the 30th day of June 2003, subject to extensions at Tenants option to extend the Lease to June 30, 2013; and

WHEREAS, Tenant has exercised its option to extend the Lease; and

WHEREAS, County and Purchaser have entered into an Agreement for Purchase and Sale dated _____, 2007 (the "Sale Agreement") for a parcel of Property as described and set out in Exhibit "A" thereto, which Property is subject to the Lease between County and Tenant; and

WHEREAS, Tenant and County have agreed to release the Property from the Lease in consideration of certain modifications to the Lease as well as modifications to Tenant's two additional leases with County, and for the payment by Purchaser to Tenant of compensation for the future loss of use of the Property for the period of time when Tenant must cease farming the Property; and

WHEREAS, Purchaser agrees to lease the Property to Tenant and allow Tenant to continue farming the Property until June 30, 2007, or beyond that date with a 150 day Notice to Tenant to Cease Farming; and

WHEREAS, the Purchaser has agreed to pay Tenant the compensation referred to above on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the amount to be paid, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Upon the Closing of the Purchaser's acquisition of the Property from the County, and concurrently therewith, Purchaser shall pay to Tenant, in locally drawn certified funds, wired funds, or attorney trust funds, the approximate sum of \$430,800.00, calculated based on an agreed future loss to Tenant of \$1795.00 per acre per year for forty (40) farmable acres for six (6) years, subject to adjustment for the actual farmable acres lost, to be determined by a survey of the Property

acceptable to Tenant, in its reasonable judgment, which Purchaser shall obtain pursuant to the closing of the Sale Agreement. The final amount shall be the product of the actual farmable acres lost times \$1795.00/acre times six years.

3. In exchange for the payment set forth in the previous paragraph, and as a condition of making said payment, Tenant shall execute the Amendments to Lease attached to the Sale Agreement as Exhibit B-1, B-2, & B-3.

4. Purchaser and Tenant agree that Tenant shall have the right to continue to lease and use the Property until June 30, 2007, upon the terms and conditions as set out in the Lease Agreement attached hereto as Attachment I (the "New Lease") which shall be executed by Tenant and Purchaser concurrently with Purchaser's acquisition of the Property. Upon expiration of the term of the New Lease or Notice to Tenant to Cease Farming as provided, Tenant shall cease all use of, and shall vacate, the Property without further notice or demand from Purchaser. However, nothing contained herein shall prohibit Purchaser and Tenant from making other agreements in the future regarding the use and occupancy of the Property. It is the intent of the parties that the Tenant be able to lease and use all or part of the Property until June 30, 2007, or beyond with 150 day notice as provided, depending on the Purchasers needs to use the Property. Upon termination of the New Lease, Tenant shall have the right to remove all pumps and culverts from the Property.

5. Tenant agrees that the payment made to Tenant under this Agreement is in full and complete satisfaction of any and all rights, claims, losses, or damages of any kind or nature which Tenant has or may have for the release and termination of Tenant's Lease rights to the Property as of June 30, 2007.

6. Condition for Drainage Restriction. Purchaser agrees that Purchaser shall not disturb or impair in any way the ability of Tenant, pursuant to the leases Tenant has with County in Exhibits B-1, B-2, & B-3 to the Sale Agreement (the "Leases"), or any replacement tenant, to continue its present drainage practices for the leased lands identified in the Leases. Purchaser agrees to provide in the development plans for the Property, provisions for drainage along the west Property boundary so as to not disturb or impair in any way the ability of Tenant to continue its present drainage practices for the leased lands identified for the Leases. This provision shall survive the termination of this Agreement for Lease and Lease Buyout.

7. Provisions for Access. Purchaser also agrees that when Purchaser develops the Property to provide, solely for the use of Tenant, standard vehicular access from Highway 441 through the Property, over roadways constructed on the Property for Purchaser's use, to adjacent properties being farmed by the Tenant. This access shall be limited to the use and benefit of only the Tenant and its employees for farming purposes and not to any other persons or entities, nor for any other purposes, shall not be assignable, and shall terminate when Tenant ceases to farm the adjacent property. Adjacent property shall mean only such land as is immediately touching the boundary of the Property.

Purchaser and Tenant further agree that when Purchaser develops the Property that Purchaser must build an access bridge across the Lake Worth Drainage District E-1 Canal that borders the east side of the Property, and that Purchaser will need access to the Property to construct the bridge. Tenant agrees to provide ingress and egress access across Tenants other leased property adjacent to the west boundary of the Property to connect to Smith Sunday Road over a location to be agreed upon by the parties. Such access shall end when the bridge is completed and available for

access use. The access provisions provided in this Paragraph 7 shall survive the termination of this Agreement for Lease and Lease Buyout.

8. Condition Precedent. It is a condition precedent of this Agreement for Lease and Lease Buyout that County close the Sale Agreement transaction and convey to the Purchaser the Property, and that the County and Tenant execute the Amendments to Lease which are attached to the Sale Agreement as Exhibit B-1, B-2 & B-3.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

Signed, sealed and delivered
in the presence of:

As to Purchaser:

Witness

Printed Name

Witness

Printed Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Authority Legal Counsel

As to Tenant:

Witness

Printed Name

Witness

Printed Name

SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY, FLORIDA, a dependant
special district

By: _____
John Booth, Executive Director

Date: _____

TENANT:
BOWMAN GROWERS, INC.

By: _____

Printed Name: _____

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED FOLLOWS:

TRACTS 45 THROUGH 48, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF SAID TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE; THE WEST TERMINUS OF SAID LINE BEING LOCATED ALONG THE WEST LINE OF TRACT 48, 52.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 48; THE EAST TERMINUS BEING LOCATED ALONG THE EAST LINE OF TRACT 45, 62.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 45;

TOGETHER WITH:

TRACTS 49 THROUGH 52, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 15 FEET THEREOF.

TOGETHER WITH:

THE PORTION OF TRACTS 44 AND 53, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE; THE NORTH BOUNDARY BEING A LINE BEGINNING AT A POINT LOCATED ALONG THE WEST LINE OF TRACT 44, 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 44, AND TERMINATING AT A POINT LOCATED 47.5 FEET EAST OF AND 62.9 FEET SOUTH OF SAID NORTHWEST CORNER OF TRACT 44; THE SOUTH TERMINUS OF SAID LINE BEING LOCATED 57.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 53, ALONG THE SOUTH LINE THEREOF. LESS THE SOUTH 15 FEET THEREOF.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 49 BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, THENCE ALONG THE WEST LINE OF SAID TRACT 49, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 1296.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH $88^{\circ}58'52''$ EAST, A DISTANCE OF 1370.83 FEET; THENCE SOUTH $01^{\circ}10'37''$ EAST, A DISTANCE OF 1291.26 FEET; THENCE SOUTH $88^{\circ}46'40''$ WEST, A DISTANCE OF 1381.91 FEET TO THE POINT OF BEGINNING.

Attachment I

FARM LEASE AGREEMENT BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
AND BOWMAN GROWERS, INC.

THIS LEASE, made and entered into this ____ day of _____, 2007, by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependant special district created by Chapter 75-473, Laws of Florida, 7501 North Jog Road, West Palm Beach, Florida 33412, party of the first part (hereinafter referred to as "Lessor") and **BOWMAN GROWERS, INC.**, a Florida corporation for profit, with offices at RR1, Box 295, Delray Beach, Florida 33446, party of the second part (hereinafter referred to as "Tenant");

W I T N E S S E T H

For and in consideration of the mutual promises and undertakings and other good and valuable consideration hereinafter described, upon the terms and conditions stated:

1. **PROPERTY AND TERM:** The Lessor hereby Leases to the Tenant the real property (hereafter "Premises") in Palm Beach County, Florida, described as:

(SEE EXHIBIT "A" ATTACHED HERETO & BY REFERENCE MADE A PART HEREOF)

for an Initial Term beginning on _____, 2007 and ending on June 30, 2007 with an option to extend for additional terms of 150 days each by consent of both parties upon the same terms and conditions.

2. **RENT:** The Tenant will pay to the Lessor, as rent for the Premises Leased during the term, the sum of ten dollars (\$10.00) for the Initial Term and five dollars (\$5.00) for each extended term.

3. **REAL ESTATE TAXES/SALES TAX/ASSESSMENTS:**

A. Tenant understands and agrees that pursuant to Rule 40E-9-957, Florida Administrative Code, upon execution of this LEASE, the Premises shall be placed upon the tax rolls of the county in which the Premises is located without execution status and Lessor may, in Lessor's sole and absolute discretion, record a Memorandum of Lease, executed by the Lessor in Tenant's name and Tenant shall pay all applicable property taxes/sales taxes and assessments before delinquency. The county property appraiser will determine the amount of taxes. Tenant

acknowledges that it shall be assessable for such ad valorem taxes as are applicable for the Premises, during the full Lease Term.

B. Tenant shall pay such taxes promptly upon receipt of an assessment notice from the taxing authority but no later than their due date, and shall furnish proof of such payment to the Lessor's Finance Department within 30 days of payment. Any penalties or late fees incurred for failure to pay said taxes shall be the responsibility of the Tenant.

4. USE: The Lessor and Tenant mutually covenant, understand and agree that the Leased Premises will be utilized by the Tenant for agricultural purposes.

A. The Tenant hereby accepts said land in its present condition and agrees to clean and maintain in suitable condition all drainage ditches and canals presently upon said land or to be dug upon said land. It is understood by the Tenant and the Lessor that no rights are given, granted or conveyed under this Lease to search for, develop or mine any gas, petroleum or minerals that might be on or below the said Leased Premises.

B. The Tenant agrees to promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city governments and any and all of their departments and bureaus applicable to said land for any purposes and to indemnify and hold harmless the Lessor for any violations of said statutes, ordinances, rules, orders and regulations caused by the Tenant.

C. No okra shall be planted on any of the land described in this Lease, nor shall the Tenant permit any castor beans or other noxious plants to grow thereon, it being the intention of the parties that the Tenant shall at all times keep the land free from all noxious plants.

D. Tenant shall not make any improvements, additions, modifications or alterations to the Premises, other than soil preparation and drainage improvements, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The Tenant will not commit waste to or on the leased Premises nor take or remove any earth, muck, soil, marl, sod, rock or other substance from said Premises other than as hereinafter set forth. All refuse shall be removed from the Premises at Tenant's sole cost and expense. It is understood that agricultural tenants historically dispose of rotten and poor quality crops grown on the Premises, and Tenant shall be able to continue such practice as long as such practice is in

compliance with local, state and federal laws and regulations. Tenant will leave the Premises in a level condition at the end of the term of this Lease.

5. DRAINAGE: It is agreed that the Tenant shall have the right to dig additional drainage ditches and canals on the Premises only with the written permission of the Lessor, which permission shall not be unreasonably withheld. In the event that the Tenant deems it necessary, it shall have the right to install and operate, at its own expense, pumps and motors on the Leased Premises that will pump water from or into a main pump canal if available. At the end of the Lease term, the Tenant shall have the right to remove any pumps, motors and culverts it has installed on the Premises. It is understood and agreed that the Lessor is not furnishing any pumps, motors or other farming equipment under the Lease.

All permanent improvements to said land and all buildings, fences, dams, dikes and wells as the Tenant may cause to be constructed or erected upon said land shall become the property of the Lessor at the end of this Lease, but other property of the Tenant which is capable of being moved without injury to said land such as windmills, water troughs, machinery, pumps, surface pipes and temporary sheds not attached to the land shall be the property of the Tenant, and the Tenant agrees to move same from said land within ten (10) days from the end of this Lease, and the Tenant hereby accepts full responsibility for all of its said property.

6. FIRES: The Tenant agrees to be diligent in its efforts to prevent fires to the Leased muck lands at all times and, in the event of such fire, to promptly notify the Everglades Fire Control District or other appropriate fire fighting agency and the Lessor, if its representative can be reasonably located, and to take all reasonable emergency measures itself to put out such fire or fires.

7. FLOODING OR WATER DAMAGE: The Lessor assumes no liability or obligation with reference to condition of lands, productivity of the soil of said lands, water control facilities or water levels at any time, and it is agreed to by the parties hereto that the Lessor shall be exempt from all liability arising out of claims of damage resulting from flooding or other conditions caused by excessive water.

8. ASSIGNMENT OR SUB-LEASING: No assignment of this Lease or sub-leasing of any part of the Leased Premises by the Tenant shall be valid without the written consent of the Lessor which consent shall be at the total discretion of the Lessor.

The Tenant shall not enter into any contracts with third parties whereby such third parties shall have any mechanic's liens upon said land without express written consent of the Lessor.

9. ACCESS BY LESSOR: The Lessor may enter, test, inspect and make such repairs to the leased Premises as the Lessor may reasonably desire at all reasonable times provided that Lessor gives reasonable notice to Tenant. It is agreed that in so doing, the Lessor will not interfere in any way with the lawful operation of the Tenant or the Premises.

10. QUIET ENJOYMENT/PEACEFUL POSSESSION: The Lessor covenants that if the Tenant shall keep and perform all of the covenants of this Lease on the part of the Tenant to be performed, the Tenant shall have peaceful possession and quiet enjoyment of the Premises hereby leased until the expiration or other lawful termination of this Lease or any renewal hereof.

11. RENT PAYMENT AND NOTICES: All rent payable and notice given under this Lease to the Lessor shall be made to the Lessor at the following address or such other place as the Lessor shall specify in writing:

7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director

All notices given under this Lease to the Tenant shall be given to the Tenant at the following address or such other place as the Tenant shall specify in writing:

RR1, Box 295
Delray Beach, Florida 33446.

Any notice properly mailed by certified mail, postage and fee prepaid, shall be deemed delivered when mailed whether received or not.

12. REMEDIES FOR BREACH: If any rent required by this Lease shall not be paid when due, or if Tenant commits a breach of any provision of this Lease, the Lessor shall have the option, after thirty (30) days' written notice thereof and the failure of the Tenant to pay such rent or cure such breach within the said thirty (30) days, to terminate this Lease and resume possession of the property.

13. LIABILITY: The Tenant shall and does hereby assume and agree to indemnify and save harmless the Lessor, their successors and assigns, from and against all loss, costs,

expense, claims, suits and judgments, including attorney's fees, whatsoever in connection with injury to, or death of, any person or persons or loss of, or damage to, property caused by or in any way connected with the Tenant's use of the Leased Premises whether such injury, death, loss or damage results from any cause whatsoever, except as the same may be caused or is a result of negligence of the Lessor. However, the Tenant shall maintain liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit and two million dollars (\$2,000,000.00) general aggregate for personal injury, wrongful death, and property damage, and medical payments with limit of \$5,000.00 that also includes the Lessor as an additional named insured and shall show proof of the same to Lessor upon demand.

14. MAINTENANCE OF PREMISES: The Tenant shall use and cultivate the Premises in a good husbandry-like manner according to the practices in the area and maintain and keep in good repair such drainage ditches as now or hereafter exist on the Premises during the term hereof. In addition, the Tenant shall maintain the Leased Premises, including areas not in agricultural production, in a manner free from exotic plants and vegetation that may contaminate adjacent crops or properties. Areas not in production shall be mowed on a regular basis.

15. RIGHT TO TERMINATE: Beginning after June 30, 2007, the Lessor specifically reserves the sole right to terminate this Lease with or without cause by giving one hundred and fifty (150) calendar days written notice to the Tenant or upon a mutually agreed timeframe. Tenant may terminate this Lease at any time upon giving Lessor thirty (30) days written notice.

16. NON-DISCRIMINATION: Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability with respect to any activity occurring on the Premises or under this Agreement.

17. ENTIRE AGREEMENT: This Lease and any Exhibits attached hereto and forming a part thereof, as if fully set forth herein, constitute all agreements, conditions and understandings between Lessor and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise

provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon Lessor or Tenant unless reduced to writing and signed by them.

18. RECORDING: Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of Lessor, which may be granted or withheld at Lessor's sole discretion.

19. TIME OF ESSENCE: Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

20. CONSTRUCTION: No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Tenant have herewith caused this Lease to be executed the day and year first above written.

LESSOR:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Witnesses:

Printed Name

Printed Name

By: _____
John Booth,
Executive Director

Approved as to Legal Form and Sufficiency

By: _____

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2007, by JOHN BOOTH, as Executive Director, of the SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida

Printed Name of Notary Public

Commission Number: _____
(SEAL)

TENANT:

BOWMAN GROWERS, INC

Witnesses:

Printed Name

Printed Name

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2007 by Richard C. Bowman who is personally known to me or produced _____ as identification and who did not take an oath.

NOTARY PUBLIC, State of Florida

Printed Name of Notary Public

Commission Number: _____

(SEAL)

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 45 THROUGH 48, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF SAID TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE; THE WEST TERMINUS OF SAID LINE BEING LOCATED ALONG THE WEST LINE OF TRACT 48, 52.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 48; THE EAST TERMINUS BEING LOCATED ALONG THE EAST LINE OF TRACT 45, 62.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 45;

TOGETHER WITH:

TRACTS 49 THROUGH 52, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 15 FEET THEREOF.

TOGETHER WITH:

THE PORTION OF TRACTS 44 AND 53, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE; THE NORTH BOUNDARY BEING A LINE BEGINNING AT A POINT LOCATED ALONG THE WEST LINE OF TRACT 44, 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 44, AND TERMINATING AT A POINT LOCATED 47.5 FEET EAST OF AND 62.9 FEET SOUTH OF SAID NORTHWEST CORNER OF TRACT 44; THE SOUTH TERMINUS OF SAID LINE BEING LOCATED 57.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 53, ALONG THE SOUTH LINE THEREOF. LESS THE SOUTH 15 FEET THEREOF.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 49 BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, THENCE ALONG THE WEST LINE OF SAID TRACT 49, NORTH 00°41'23" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°41'23" WEST, A DISTANCE OF 1296.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 88°58'52" EAST, A DISTANCE OF 1370.83 FEET; THENCE SOUTH 01°10'37" EAST, A DISTANCE OF 1291.26 FEET; THENCE SOUTH 88°46'49" WEST, A DISTANCE OF 1381.91 FEET TO THE POINT OF BEGINNING.

AMENDMENT TO LEASE
(For Parcel "A")

Amendment to Lease entered into as of the ___ day of _____, 2007 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Landlord" or "County" and BOWMAN GROWERS, INC., (a Florida corporation), with offices located at 14339 Smith Sundy Road, Delray Beach, FL 33446 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Landlord and Tenant entered into a lease dated the 3rd day of April 2001 which was approved under Resolution No. 2001-517 (the "Lease") pursuant to which Tenant leases approximately 319+/- acres (the "Premises") as legally described in the Lease; and

WHEREAS, the Lease term was originally set to expire on the 30th day of June 2003, subject to extensions; and

WHEREAS, Tenant has exercised its options to extend the Lease through June 30, 2007, and

WHEREAS, Tenant has agreed to release certain lands from this Lease and has agreed to other lease modifications beneficial to Landlord; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations, the receipt of which is hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Real Property as described and set out in Exhibit "A" attached hereto (the "Real Property") is hereby released from the Lease and shall no longer be deemed part of the Premises subject to this Lease and all obligations and rights of Landlord and Tenant with respect to such Real Property are hereby terminated. Landlord hereby discharges and releases Tenant from all liabilities, obligations and claims relating to the Real Property.

3. Section 1.03, is hereby amended as follows:

The words "...for ten (10) successive periods..." in the first sentence are revised to state "...for twenty-two (22) successive periods...". All the rest and remainder of Section 1.03 is unchanged and remains in full force and effect.

4. The net actual acreage of the Premises as set out in Section 2.02(a) Per Acre Rent hereby reduced by 40.28 acres to 233.96, and the wetland area is reduced by 0.6 acres to 44.24, and all rent obligation of Tenant from the date of this Amendment to Lease forward shall be adjusted accordingly; any rent prepaid by Tenant on the released Property shall be prorated as of the date hereof and any overpayment due Tenant shall be credited toward Tenant's next rent payment

5. The following Section is hereby added to the Lease:

Section 2.02(c) Rent during additional option periods.

Commencing July 1, 2013, the Rent shall be adjusted to the then current market value rental. Landlord shall obtain, at its expense and in accordance with requirements set forth herein, an appraisal of the then current fair market rental for the Premises prior to the end of the Second Rent Adjustment Period, and provide a copy of said appraisal to Tenant not less than ninety (90) days prior to June 30, 2013. In the event that Tenant does not believe that the appraisal obtained by Landlord accurately reflects the then existing fair market rental for the Premises, Tenant shall so notify Landlord and request that Landlord obtain a second appraisal in accordance with requirements set forth herein. Tenant shall pay the cost of the second appraisal. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable until the next adjustment. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of said third appraisal shall be borne equally by the parties. The Rent will be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent.

The new Rent established by the foregoing process shall remain in effect unless either party requests that the Rent be reappraised, but not more frequently than every five years, nor longer than every 5 years.

6. The following Section is hereby added to the Lease:

Section 1.04 Option to Add Radio Tower Land

Within the Premises overall boundaries there lies a parcel of land approximately 16.41 acres, which has been lessed out of the legal description of Premises and referred to as the 'radio tower lease', which was under lease to Jar Crystal Enterprises, L.L.C., (hereafter "Crystal") at the time Tenant entered into Lease. The lease with Crystal has since been renewed. In the event the radio tower lease shall terminate before the termination of this Lease, Tenant shall have the right to add radio tower lease lands to this Lease upon the same terms and conditions as may exist in this Lease at such time and the rent shall be increased on a pro-rata basis.

7. Condition Precedent. It is a condition precedent of this Amendment to Lease that Landlord (County) close the transaction and convey to the Solid Waste Authority of Palm Beach County (Authority) the Real Property which is the subject of an Agreement of Purchase and Sale between Landlord, as Seller, and Authority, as Purchaser, of even date herewith.

In all other respects, the terms and conditions of the Lease are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written above.

Signed, sealed and delivered
in the presence of:

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

Elizabeth L Barr
Witness

Elizabeth L Barr
Printed Name

Shawn A. Bobo
Witness

Shawn A. Bobo
Printed Name

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Department Director

BOWMAN GROWERS, INC. (TENANT)

By: Richard E. Bowman
Printed Name: Richard E. Bowman
Its: Pres.

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED FOLLOWS:

TRACTS 45 THROUGH 48, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF SAID TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE; THE WEST TERMINUS OF SAID LINE BEING LOCATED ALONG THE WEST LINE OF TRACT 48, 52.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 48; THE EAST TERMINUS BEING LOCATED ALONG THE EAST LINE OF TRACT 45, 62.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 45;

TOGETHER WITH:

TRACTS 49 THROUGH 52, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 15 FEET THEREOF.

TOGETHER WITH:

THE PORTION OF TRACTS 44 AND 53, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE; THE NORTH BOUNDARY BEING A LINE BEGINNING AT A POINT LOCATED ALONG THE WEST LINE OF TRACT 44, 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 44, AND TERMINATING AT A POINT LOCATED 47.5 FEET EAST OF AND 62.9 FEET SOUTH OF SAID NORTHWEST CORNER OF TRACT 44; THE SOUTH TERMINUS OF SAID LINE BEING LOCATED 57.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 53, ALONG THE SOUTH LINE THEREOF. LESS THE SOUTH 15 FEET THEREOF.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 49 BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, THENCE ALONG THE WEST LINE OF SAID TRACT 49, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH $00^{\circ}41'23''$ WEST, A DISTANCE OF 1296.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH $88^{\circ}58'52''$ EAST, A DISTANCE OF 1370.83 FEET; THENCE SOUTH $01^{\circ}10'37''$ EAST, A DISTANCE OF 1291.26 FEET; THENCE SOUTH $88^{\circ}46'49''$ WEST, A DISTANCE OF 1381.91 FEET TO THE POINT OF BEGINNING.

AMENDMENT TO LEASE
(For Parcel "B")

Amendment to Lease entered into as of the ___ day of _____ 2007 by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Landlord" or "County" and BOWMAN GROWERS, INC., (a Florida corporation), with offices located at 14339 Smith Sundry Road, Delray Beach, FL 33446 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Landlord and Tenant entered into a lease dated the 3rd day of April 2001 which was approved under Resolution No. 2001-518 (the "Lease") pursuant to which Tenant leases approximately 299+/- acres (the "Premises") as legally described in the Lease; and

WHEREAS, the Lease term was originally set to expire on the 30th day of June 2003 subject to extensions; and

WHEREAS, Tenant has exercised its option to extend the Lease through June 30, 2007 and

WHEREAS, Contemporaneously herewith, the parties are modifying other Leases between Landlord and Tenant to release land therefrom and/or accomplish other changes beneficial to Landlord; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement contained herein, as well as other good and valuable considerations, the receipt of which is hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Section 1.01 Premises is hereby amended to add the following:

Tenant acknowledges that the County's Thoroughfare Plan calls for Lyons Road to be extended through the Premises with an ultimate right-of-way width of 110 feet. In addition, Tenant acknowledges that the Ag Reserve Master Plan adopted as part of the Comprehensive Plan provides for a rural parkway 100 feet in width to be established on both sides of Lyons Road. Landlord agrees that at such time as the alignment is established for Lyons Road, Landlord shall provide Tenant a copy of the alignment and a map depicting the location of the required right-of-way and/or easement within the Premises. Landlord shall then provide Tenant notice not more than twelve (12) months nor less than six (6) months prior to the date when Landlord intends to commence construction of Lyons Road. Within thirty (30) days after delivery of said notice, the parties shall enter into an amendment to this Lease releasing the property required for Lyons Road right-of-way and Rural Parkway from this Lease, such release to be effective upon Landlord's letting a construction contract for the construction of Lyons Road. Tenant shall not be entitled to any compensation on account of the release of the required right-of-way/easement from this Lease other than a prorata reduction of Rent for the land area within the right-of-way so released.

In connection with the construction of Lyons Road, Landlord shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the right-of-way and/or easement. To the extent that said canals cross the right-of-way and are required for Tenant's continued farming operations, Landlord shall install culverts under this right-of-way. Prior to commencement of any construction affecting Tenant's irrigation ditches and/or canals, the Landlord shall develop plans for the redesign and/or culverting of said ditches and/or canals, which plans shall be subject to the prior written approval of Tenant, which shall not be unreasonably withheld. Upon approval of said plans, Landlord shall be responsible for the physical construction/relocation of said ditches, canals, and/or culverts, at Landlord's cost and expense. Landlord shall cause its contractors to coordinate such construction activities with Tenant and take such measures as Tenant may reasonably request to minimize the impact of such construction activities on Tenant's farming operations. In no event, however, shall Landlord be liable to Tenant for damage to, or destruction of, crops lying within the confines of the right-of-way and easement.

3. Section 1.03 Option to Renew, is hereby amended as follows:

The words "...for ten (10) successive periods..." in the first sentence are revised to state "...for twenty-two (22) successive periods...". All the rest and remainder of Section 1.03 is unchanged and remains in full force and effect.

4. Rent Adjustments.

Commencing July 1, 2013, the Rent shall be adjusted to the then current fair market value rental. Landlord shall obtain, at its expense and in accordance with the requirements set forth herein, an appraisal of the then current fair market rental for the Premises prior to the

of the Second Rent Adjustment Period, and provide a copy of said appraisal to Tenant not less than ninety (90) days prior to June 30, 2013. In the event that Tenant does not believe that the appraisal obtained by Landlord accurately reflects the then existing fair market rental for the Premises, Tenant shall so notify Landlord and request that Landlord obtain a second appraisal in accordance with the requirements set forth herein. Tenant shall pay the cost of the second appraisal. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable until the next adjustment. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of said third appraisal shall be borne equally by the parties. The Rent will then be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent.

The new Rent established by the foregoing process shall remain in effect until either party requests that the Rent be reappraised, but not more frequently than every 3 years, nor longer than every 5 years.

5. Condition Precedent. It is a condition precedent of this Amendment to Lease that Landlord (County) close the transaction and convey to the Solid Waste Authority of Palm Beach County (Authority) the Real Property which is the subject of an Agreement for Purchase and Sale between Landlord, as Seller, and Authority, as Purchaser, of even date herewith.

6. In all other respects, the terms and conditions of the Lease are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written above.

Signed, sealed and delivered
in the presence of:

ATTEST:
SHARON R. BOCK,
Clerk and Clerk & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

Elizabeth L Barr
Witness
Elizabeth L Barr
Printed Name

Shawn A. Bobo
Witness
Shawn A. Bobo
Printed Name

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Director

BOWMAN GROWERS, INC. (TENANT)

By: Richard E. Bowman
Printed Name: Richard E Bowman
RCS

AMENDMENT TO LEASE
(for Parcel "C")

Amendment to Lease entered into as of the ___ day of _____, 2007 b and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State c Florida, hereinafter referred to as "Landlord" or "County" and BOWMAN GROWERS, INC., (Florida corporation), with offices located at 14339 Smith Sundry Road, Delray Beach, FL 3344 (EIN: #65-1098419) hereinafter referred to as "Tenant".

WHEREAS, Landlord and Tenant entered into a lease dated the 3rd day of April 2001 which was approved under Resolution No. 2001-519 (the "Lease") pursuant to which Tenant leases approximately 317+/- acres (the "Premises") as legally described in the Lease; and

WHEREAS, the Lease term was originally set to expire on the 30th day of June 2005 subject to extensions; and

WHEREAS, Tenant has exercised its option to extend the Lease, through June 30, 2007 and

WHEREAS, Contemporaneously herewith, the parties are modifying other Lease between Landlord and Tenant to release land therefrom and/or accomplish other change beneficial to Landlord; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations, the receipt of which hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Section 1.01 Premises is hereby amended to add the following:

Tenant acknowledges that the County's Thoroughfare Plan calls for Lyons Road to be extended through the Premises with an ultimate right-of-way width of 110 feet. In addition:

Tenant acknowledges that the Ag Reserve Master Plan adopted as part of the Comprehensive Plan provides for a rural parkway 100 feet in width to be established on both sides of Lyons Road. Landlord agrees that at such time as the alignment is established for Lyons Road, Landlord shall provide Tenant a copy of the alignment and a map depicting the location of the required right-of-way and/or easement within the Premises. Landlord shall then provide Tenant notice not more than twelve (12) months nor less than six (6) months prior to the date which Landlord intends to commence construction of Lyons Road. Within thirty (30) days after delivery of said notice, the parties shall enter into an amendment to this Lease releasing the property required for Lyons Road right-of-way and Rural Parkway from this Lease, such release to be effective upon Landlord's letting a construction contract for the construction of Lyon's Road. Tenant shall not be entitled to any compensation on account of the release of the required right-of-way/easement from this Lease other than a prorata reduction of Rent for the land area within the right-of-way so released.

In connection with the construction of Lyons Road, Landlord shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the right-of-way and/or easement. To the extent that said canals cross the right-of-way and are required for Tenant's continued farming operations, Landlord shall install culverts under this right-of-way. Prior to commencement of any construction affecting Tenant's irrigation ditches and/or canals, the Landlord shall develop plans for the redesign and/or culverting of said ditches and/or canals, which plans shall be subject to the prior written approval of Tenant, which shall not be unreasonably withheld. Upon approval of said plans, Landlord shall be responsible for the physical construction/relocation of said ditches, canals, and/or culverts, at Landlord's cost and expense. Landlord shall cause its contractors to coordinate such construction activities with Tenant and take such measures as Tenant may reasonably request to minimize the impact of such construction activities on Tenant's farming operations. In no event, however, shall Landlord be liable to Tenant for damage to, or destruction of, crops lying within the confines of the right-of-way and easement.

3. Section 1.03, is hereby amended as follows:

The words "...for ten (10) successive periods..." in the first sentence are revised to state "...for twenty-two (22) successive periods...". All the rest and remainder of Section 1.03 is unchanged and remains in full force and effect.

4. Rent Adjustments.

Commencing July 1, 2013, the Rent shall be adjusted to the then current fair market value rental. Landlord shall obtain, at its expense and in accordance with the requirements set forth herein, an appraisal of the then current fair market rental for the Premises prior to the end of the Second Rent Adjustment Period, and provide a copy of said appraisal to Tenant not less

than ninety (90) days prior to June 30, 2013. In the event that Tenant does not believe that the appraisal obtained by Landlord accurately reflects the then existing fair market rental for the Premises, Tenant shall so notify Landlord and request that Landlord obtain a second appraisal in accordance with the requirements set forth herein. Tenant shall pay the cost of the second appraisal. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable until the next adjustment. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of said third appraisal shall be borne equally by the parties. The Rent will then be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent.

The new Rent established by the foregoing process shall remain in effect until either party requests that the Rent be reappraised, but not more frequently than every 3 years nor longer than every 5 years.

5. Condition Precedent. It is a condition precedent of this Amendment to Lease that Landlord (County) close the transaction and convey to the Solid Waste Authority of Palm Beach County (Authority) the Real Property that is the subject of an Agreement for Purchase and Sale between Landlord, as Seller, and Authority, as Purchaser, of even date herewith.

6. In all other respects, the terms and conditions of the Lease are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals as of the
written above.

Signed, sealed and delivered
in the presence of:

ATTEST:
SHARON R BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

Elizabeth L Barr
Witness
Elizabeth L Barr
Printed Name

Shawn A. Bobb
Witness
Shawn A. Bobb
Printed Name

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Department Director

BOWMAN GROWERS, INC. (TENA

By: Richard E. Bane

Printed Name: Richard E. Bane
Pros

RESOLUTION NO. 2007-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AMENDMENTS TO CERTAIN LEASES WITH BOWMAN GROWERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County ("County") and Bowman Growers, Inc. ("BGI") entered into certain leases each dated April 3, 2001 (R2001-517, R2001-518 and R2001-519) (the "Leases") whereby County leases certain land within the County's Agricultural Reserve Area to BGI.;

WHEREAS, the Solid Waste Authority of Palm Beach County ("SWA") has determined that it is in the best interest of the SWA to purchase an approximately forty acre portion of the property leased by the County to BGI for use by SWA as a solid waste transfer facility;

WHEREAS, in consideration for releasing its interest in the approximately forty acre property, BGI has requested that in addition to monetary consideration to be paid to BGI by SWA, the County extend the term of the Leases by twelve (12) years and add certain additional real property to one of the Leases in the event such real property becomes available for lease;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that BGI is the only person capable of reasonably utilizing the additional real property for agricultural purposes, which the Board hereby finds to be the highest and best use of such property, due to the fact that it is surrounded on all four sides by property leased to the BGI and due to the fact that access to such property can only be acquired through property leased to BGI.

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that amending the Leases in exchange for BGI's releasing the forty acre property to be sold to SWA is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

ATTACHMENT # 6

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County hereby approves the Amendments to Lease attached hereto and incorporated herein by reference, and authorizes the Chairperson to execute the same and the County Attorney's Office to deliver the same to BGI upon the closing of the sale of the forty acre property to SWA.

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- COMMISSIONER ADDIE L. GREENE, CHAIRPERSON
- COMMISSIONER JOHN F. KOONS, VICE CHAIR
- COMMISSIONER KAREN T. MARCUS
- COMMISSIONER WARREN H. NEWELL
- COMMISSIONER MARY MCCARTY
- COMMISSIONER BURT AARONSON
- COMMISSIONER JESS R. SANTAMARIA

The Chairperson thereupon declared the resolution duly passed and adopted this _____ day of _____, 2007.

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

By: _____
Department Director

RESOLUTION NO. 2007-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, PURSUANT TO FLORIDA STATUTE SECTION 125.38, FOR FIVE MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$5,110,000) AND WITH MINERAL AND PETROLEUM RIGHTS RESERVATION WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Authority of Palm Beach County, a dependent special district created by Chapter 75-473, Laws of Florida ("SWA"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County convey 40.88 acres of real property to SWA for use by SWA for operation of a solid waste transfer facility.

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

WHEREAS, pursuant to Florida Statute Section 270.11, SWA has requested that such property be conveyed without reservation of and to release the rights of entry and exploration relating to mineral and petroleum rights; and,

WHEREAS, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property reserving phosphate, mineral, metals and petroleum rights but releasing any and all rights of entry and exploration relating to such rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to SWA for Five Million One Hundred Ten Thousand and 00/100 Dollars (\$5,110,000) pursuant to the Agreement for Purchase and Sale approved this date and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Agreement and Deed, subject to a restrictive covenant prohibiting use of Smith Sundry Road for general access.

Section 3. Conflict with Federal or State Law or County Charter,

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER ADDIE L. GREENE, CHAIRPERSON
COMMISSIONER JOHN F. KOONS, VICE CHAIR
COMMISSIONER KAREN T. MARCUS
COMMISSIONER WARREN H. NEWELL
COMMISSIONER MARY MCCARTY
COMMISSIONER BURT AARONSON
COMMISSIONER JESS R. SANTAMARIA

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2007.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Assistant County Attorney

By _____
Department Director

PREPARED BY AND RETURN TO:
BETSY BARR
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
3200 BELVEDERE ROAD, BUILDING 1169
WEST PALM BEACH, FLORIDA 33406-1544

PCN: a portion of 00-42-46-07-01-000-0090

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, party of the first part, and SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependent special district created by Chapter 75-473, Laws of Florida, whose legal mailing address is 7501 North Jog Road, West Palm Beach, Florida, 33412, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(the "Property")**

subject to the following restrictive covenant which shall run with the land:

The Property shall not use Smith Sundry Road for general access. Access to the Property shall be over a bridge to be constructed from U.S. 441, such bridge to be constructed prior to the establishment of any use or development on the Property; provided however, that limited access to the Property shall be permitted via Smith Sundry Road during the construction of such bridge and thereafter in the case of emergency.

Also reserving, however, unto party of the first part, its successors and assigns an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said Property and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said Property. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and party of the first part hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

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EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 4 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 45 THROUGH 48, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THAT PORTION OF SAID TRACT LYING NORTH OF THE FOLLOWING DESCRIBED LINE; THE WEST TERMINUS OF SAID LINE BEING LOCATED ALONG THE WEST LINE OF TRACT 48, 52.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 48; THE EAST TERMINUS BEING LOCATED ALONG THE EAST LINE OF TRACT 45, 62.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT 45;

TOGETHER WITH:

TRACTS 49 THROUGH 52, INCLUSIVE, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 15 FEET THEREOF.

TOGETHER WITH:

THE PORTION OF TRACTS 44 AND 53, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1 AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE; THE NORTH BOUNDARY BEING A LINE BEGINNING AT A POINT LOCATED ALONG THE WEST LINE OF TRACT 44, 62.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT 44, AND TERMINATING AT A POINT LOCATED 47.5 FEET EAST OF AND 62.9 FEET SOUTH OF SAID NORTHWEST CORNER OF TRACT 44; THE SOUTH TERMINUS OF SAID LINE BEING LOCATED 57.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 53, ALONG THE SOUTH LINE THEREOF. LESS THE SOUTH 15 FEET THEREOF.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED TRACT 49 BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, THENCE ALONG THE WEST LINE OF SAID TRACT 49, NORTH 00°41'23" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°41'23" WEST, A DISTANCE OF 1296.12 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 88°58'52" EAST, A DISTANCE OF 1370.83 FEET; THENCE SOUTH 01°10'37" EAST, A DISTANCE OF 1291.26 FEET; THENCE SOUTH 88°46'49" WEST, A DISTANCE OF 1381.91 FEET TO THE POINT OF BEGINNING.

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, 2/20/07
Richard E. Bowman, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Bowman Growers, Inc., a Florida corporation (the "Tenant") which entity is the Lessee of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 14339 Smith Sundry Road, Delray Beach, Florida 33446.
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit will be relied upon by Palm Beach County in its lease of the Property to Tenant.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

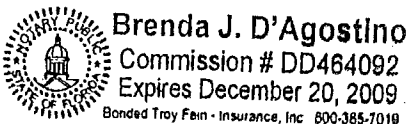
FURTHER AFFIANT SAYETH NAUGHT.

Richard E. Bowman Affiant
(Print Affiant Name) Richard E. Bowman

The foregoing instrument was acknowledged before me this 20th day of February, 2007, by Richard E. Bowman who is personally known to me or [] who has produced [] as identification and who did take an oath.

Brenda J. D'Agostino
Notary Public

Brenda J. D'Agostino
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 12/20/2009

EXHIBIT "A"

PROPERTY

File Number: 2101041
PARCEL A

TRACT 9, LESS THE NORTH 74.83 FEET THEREOF AND TRACTS 10, 12, 14, AND 16, LESS THE NORTH 76 FEET THEREOF; TRACTS 11, 13 AND 15, LESS THE NORTH 75.98 FEET THEREOF; TRACTS 17 THROUGH INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 80, INCLUSIVE, LESS THE NORTH 38.28 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120 INCLUSIVE, LESS THE SOUTH 15 FEET THEREOF, BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET OF TRACTS 9, 24, 41, 56, 73, 88, 105 AND 120 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

THE EAST 15.0 FEET OF TRACT 9, LESS THE NORTH 74.83 FEET THEREOF; THE EAST 15.0 FEET OF TRACT 24; THE EAST 15.0 FEET OF TRACT 41, LESS THE SOUTH 65.5 FEET THEREOF; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE EAST 15.0 FEET OF THE SOUTH 65.5 FEET OF TRACT 41; THE EAST 15.0 FEET OF TRACTS 56, 73, 88, 105 AND 120; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BOGALIAN LEASE LEGAL DESCRIPTION
PARCEL B

Exhibit "A"

File Number: 2101040

PARCEL B:

TRACT 1, LESS THE NORTH 87.95 FEET THEREOF; TRACT 2, LESS THE NORTH 82.67 FEET THEREOF; TRACTS 3, 5 AND 7, LESS THE NORTH 75.98 FEET THEREOF; TRACT 4 AND 6, LESS THE NORTH 76 FEET THEREOF; TRACT 8, LESS THE NORTH 75.54 FEET THEREOF; TRACTS 25 THROUGH 40, INCLUSIVE; TRACTS 58 THROUGH 64, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 65 THROUGH 71, INCLUSIVE, LESS THE NORTH 39.60 FEET THEREOF; TRACT 72, LESS THE NORTH 40.0 FEET THEREOF; TRACTS 89 THROUGH 104, INCLUSIVE; AND TRACTS 121 THROUGH 128, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF, BLOCK 7, PALM BEACH FARMS CO, PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS WEST 15.0 FEET OF TRACTS 8, 25, 40, 72, 89, 104 AND 121 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS DESIGNATED PARCELS B-1, B-2 AND B-3:

PARCEL B-1:

A PORTION OF TRACTS 121 AND 122, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26, 27 AND 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE NORTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 32 (SAID NORTH RIGHT OF WAY LINE BEING A LINE 15 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SECTION 7, TOWNSHIP 46 NORTH, RANGE 42 EAST AND THE SOUTH LINE OF SAID BLOCK 7); THENCE NORTH $0^{\circ}21'59''$ EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SMITH-SUNDY ROAD, A DISTANCE OF 649.49 FEET; THENCE SOUTH $89^{\circ}38'01''$ EAST, A DISTANCE OF 316.93 FEET; THENCE SOUTH $0^{\circ}21'59''$ WEST, A DISTANCE OF 310.12 FEET; THENCE SOUTH $89^{\circ}38'01''$ EAST, A DISTANCE OF 192.65 FEET; THENCE SOUTH $0^{\circ}21'59''$ WEST, A DISTANCE OF 338.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LATERAL CANAL NO. 32; THENCE NORTH $89^{\circ}43'47''$ WEST, ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 509.58 FEET TO THE POINT OF BEGINNING.

PARCEL B-2:

BEING A PORTION OF TRACTS 89, 90, 103 AND 104, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE SOUTH LINE OF SAID BLOCK 7; THENCE NORTH $0^{\circ}21'59''$ EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SMITH-SUNDY ROAD, A DISTANCE OF 977.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $0^{\circ}21'59''$ EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 422.13 FEET; THENCE SOUTH $89^{\circ}38'01''$ EAST, A DISTANCE OF 556.43 FEET; THENCE SOUTH $10^{\circ}49'15''$ WEST, A DISTANCE OF 429.26 FEET; THENCE NORTH $89^{\circ}38'01''$ WEST, A DISTANCE OF 478.54 FEET TO THE POINT OF BEGINNING.

PARCEL B-3:

THE SOUTH 395.00 FEET OF TRACT 40, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE WEST 15 FEET THEREOF FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

Exhibit "A"
Page 2 of 4

File Number: 2101040

THE WEST 15.0 FEET OF TRACT 8, LESS THE NORTH 75.54 FEET THEREOF; THE WEST 15.0 FEET OF TRACT 25; THE WEST 15.0 FEET OF TRACT 40, LESS THE SOUTH 65.3 FEET THEREOF; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Less and except the following described parcel as depicted on sheet 2 of 12 of the boundary survey of the property prepared by O'Brien, Suiter & O'Brien, dated April 17, 2001. Last revision date 05/29/01 (Order No.: 96-96db: "B"):

The 2.40 acre (more or less) Wetland Area as depicted on Tracts 37 and 38.

Subject to any interest rights of Lake Worth Drainage District.

File Number: 2101039
PARCEL C

TRACTS 9, 11, 13 AND 15, LESS THE NORTH 90.64 FEET THEREOF; TRACTS 10, 12 AND 14, LESS THE NORTH 90.67 FEET THEREOF; TRACT 16, LESS THE NORTH 90.11 FEET THEREOF; TRACTS 17 THROUGH INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 77, INCLUSIVE, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 78 AND 79, LESS THE NORTH 32.0 FEET THEREOF; TRACT 80, LESS THE NORTH 31.6 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE, TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF, BLOCK 8, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STARKEY ROAD CONVEYED TO THE COUNTY OF PALM BEACH BY THE DEED RECORDED IN OFFICIAL RECORD BOOK 4325, PAGE 1661, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

