

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>0</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

No Fiscal Impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Handwritten signatures and dates]
 OFMB 9/20/07
 Contract Development and Control 9/21/07

B. Legal Sufficiency:

[Handwritten signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

61

F 7

SEE PG 49

P 10

X

W

19

25

30

T 43

44

98

80

CONNORS HWY

36

31

SOUTHERN BLVD

20 MILE BEND BOAT RAMP RD

T 43

Subject

880

20

21

1

6

LOXAHATCHEE

NATIONAL

WILDLIFE

REFUGE

T 44

X

W

61

NO CONTINUING MAP

ATTACHMENT # 1

NO CONTINUING MAP

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING BETWEEN SECTIONS 31 AND 6, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6;
 THENCE ALONG THE WEST LINE OF SAID SECTION 6, S01°17'32"W FOR 370.12 FEET TO THE SOUTH LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG SAID SOUTH BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

THENCE N89°52'59"E FOR 159.98 FEET;
 THENCE N85°07'10"E FOR 2348.15 FEET;

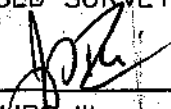
THENCE DEPARTING SAID SOUTH BOUNDARY, N86°30'20"E FOR 507.37 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 318.00 FEET, WHERE A RADIAL LINE BEARS S82°37'06"E;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°40'00" FOR 336.71 FEET TO A POINT OF TANGENCY;
 THENCE N68°02'54"E FOR 94.00 FEET TO THE NORTHWEST CORNER OF A SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL RECORDED IN OFFICIAL RECORD BOOK 10320, PAGE 855 OF SAID PUBLIC RECORDS;
 THENCE ALONG THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF SAID PARCEL, N00°09'18"W FOR 143.57 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 695.00 FEET, WHERE A RADIAL LINE BEARS N56°39'00"W;
 THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 94°19'09" FOR 1144.09 FEET;
 THENCE N00°00'00"E FOR 337.28 FEET;
 THENCE N90°00'00"W FOR 398.33 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS N68°00'20"W;

(continued on sheet 2 of 3)

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK
- PG. - PAGE
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH
- PBCC - PALM BEACH COMMUNITY COLLEGE
- PBCo - PALM BEACH COUNTY
- SFWMD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: AUG 27 2007

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407 (561) 615-3988, (561) 615-3986 FAX	LEGAL DESCRIPTION	
	DRAWN: MB	PROJ. No. 06-068
	CHECKED: JEP	SCALE: NONE
	PUBLIC SHOOTING RANGE	DATE: 8/22/07 SHEET 1 OF 3

ATTACHMENT # 2

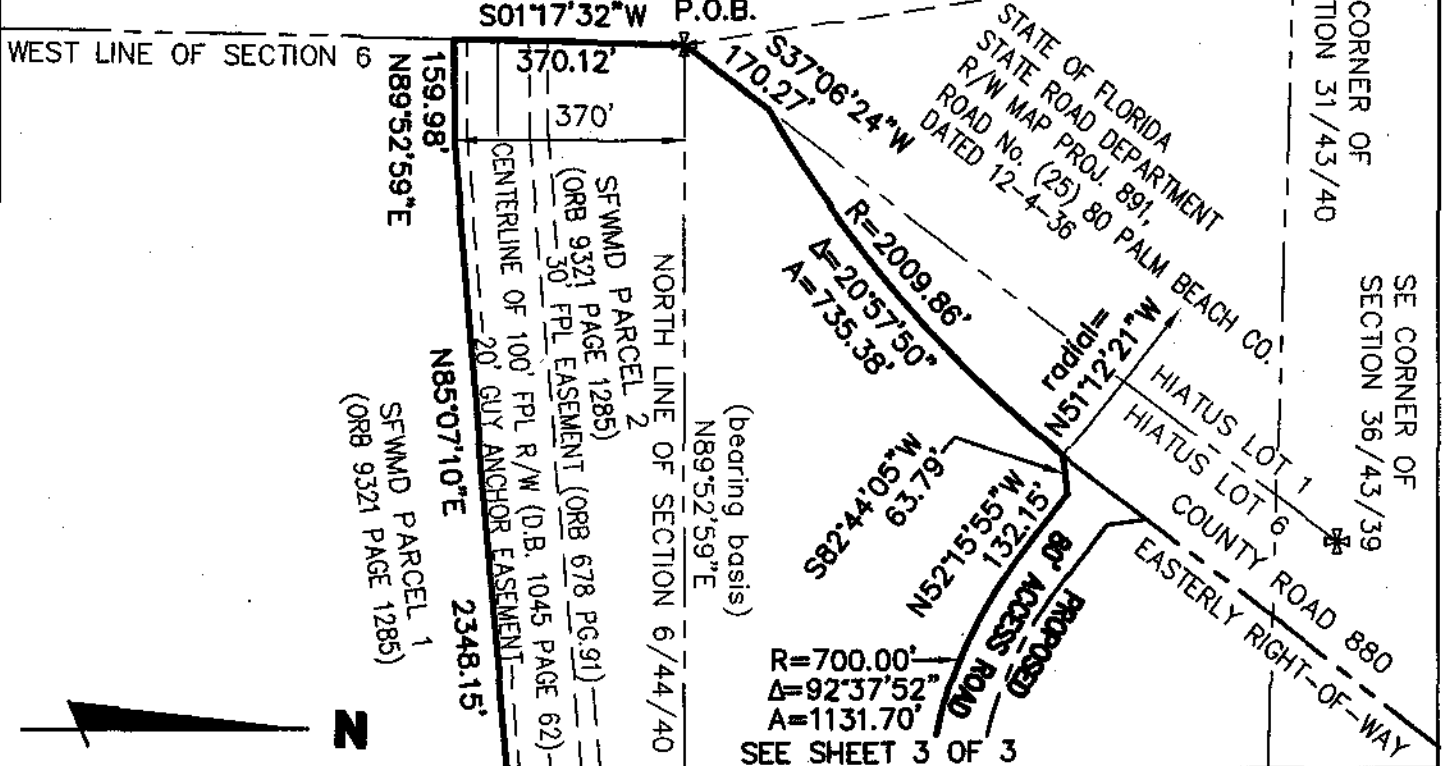
(continued from sheet 1 of 3)

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°14'17" FOR 322.69 FEET TO A POINT OF TANGENCY; THENCE S56°13'57"W FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 258.14 FEET TO A POINT OF TANGENCY; THENCE S35°06'13"W FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET; THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 92°37'52" FOR 1131.70 FEET TO A POINT OF TANGENCY; THENCE N52°15'55"W FOR 132.15 FEET; THENCE S82°44'05"W FOR 63.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80) PER "STATE OF FLORIDA STATE ROAD DEPARTMENT R/W MAP PROJ. 891, ROAD No. (25) 80 PALM BEACH CO.", DATED 12-4-36, BEING A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2009.86 FEET, WHERE A RADIAL LINE BEARS N51°12'21"W; THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°57'50" FOR 735.38 FEET TO THE WEST LINE OF SAID HIATUS LOT 6; THENCE ALONG SAID WEST LINE, S37°06'24"W FOR 170.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.21 ACRES, MORE OR LESS.

BEARING BASIS: N89°52'59"E ALONG THE NORTH LINE OF SECTION 6.

N.W. CORNER OF SECTION 6 P.O.B.

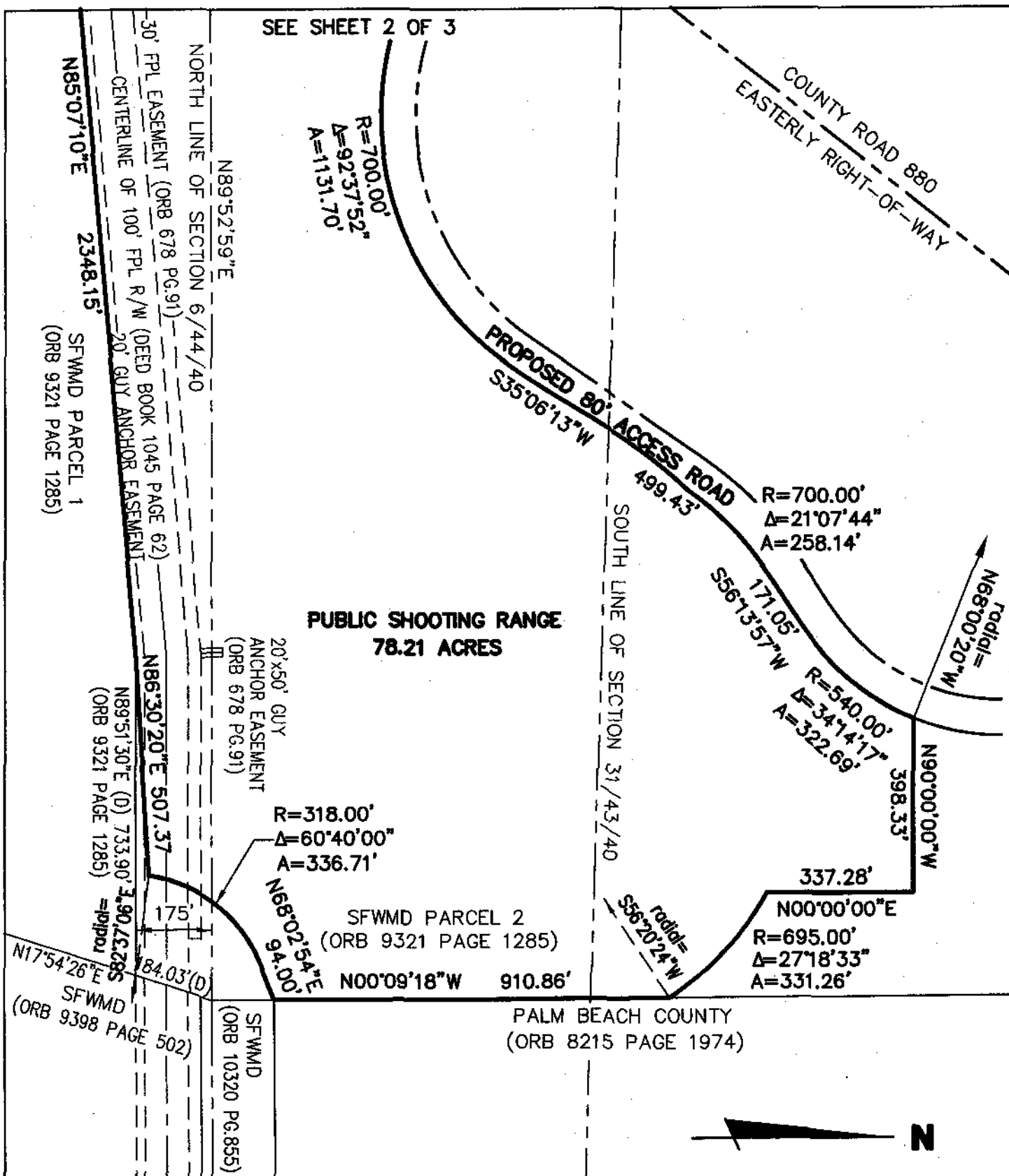


B BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 06-068
CHECKED: JEP	SCALE: 1" = 300'
PUBLIC SHOOTING RANGE	DATE: 8/27/07
	SHEET 2 OF 3



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CHECKED: JEP	SCALE: 1" = 300'
PUBLIC SHOOTING RANGE	DATE: 8/27/07
	SHEET 3 OF 3

PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE

This PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made as of this ____ day of _____, 2007 by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406 (hereinafter referred to as "Assignor" or "SFWMD") and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, or its assignee or designee (hereinafter referred to as "Assignee" or the "County").

W I T N E S S E T H:

WHEREAS, under the terms of an Agreement for Exchange (R2007-0514) between County and SFWMD dated April 10, 2007 (the "Exchange Agreement"), County is to acquire from SFWMD the real property identified as the Public Shooting Range Property in the Exchange Agreement (the "Shooting Range Property"); and

WHEREAS, a portion of the Shooting Range Property is subject to a Lease Agreement between the Assignor and ROTH FARMS, INC., a Florida corporation, dated February 26, 1998, as amended by Amendment No. 1 dated January 12, 2001, Amendment No. 2 dated March 12, 2004, and Amendment No. 3 dated June 6, 2005 (collectively referred to herein as "Lease", a copy of which said Lease is attached as Exhibit G to the Exchange Agreement), said portion of the Shooting Range Property being depicted on **Exhibit "A"** attached hereto and made a part hereof (the "Assigned Property"); and

WHEREAS, when Assignor conveys title to the Shooting Range Property to Assignee at closing, the parties have agreed that Assignor will also assign to Assignee the rights to the Lease in effect at the time of closing, applicable to the Assigned Property.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby grant, bargain, sell, assign, transfer and set over unto Assignee all of its rights, title and interest in and to that certain Lease, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, applicable to the Assigned Property, including but not limited to the right to receive all rents accruing under the Lease with respect to Assigned Property after the date hereof. In consideration of the foregoing, together with other good and valuable consideration the adequacy and receipt of which are hereby acknowledged, Assignee hereby assumes all duties, responsibilities and obligations of Assignor under the Lease applicable to Assigned Property arising subsequent to the date of this Partial Assignment and Assumption of Lease. Assignee further acknowledges and confirms that only that portion of the Lease applicable to Assigned Property is hereby assigned to Assignee, and that Assignor retains all right, title and interest as LESSOR under the Lease with respect to all other Premises encumbered by the Lease, not hereby assigned.

2. Assignor, for itself and for its successors and assigns, covenants to Assignee and its successors and assigns, that Assignor is the owner and holder of the Lease.

3. Assignor hereby confirms that the references to a Lease Agreement dated December 22, 2000, contained in the above-referenced Amendments No. 2 and No. 3 are incorrect and that the references contained therein should have been to the Lease Agreement dated February 26, 1998.

4. Assignor and Assignee further covenants and agrees to execute and deliver to each other, upon either's request, any and all other or further documents or instruments as may be necessary to evidence, effectuate or implement the terms, conditions or provisions hereof, including but not limited to separate assignment of the subject Lease for the real property, notices to any or all of the tenants as to this Assignment, or similar documentation.

5. Assignor represents that the Lease is in full force and effect as of the date of the Assignment and that no notices have been issued, to the knowledge of Assignor under the Lease that Assignee should be made aware of, and that the rent is current.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its undersigned
duly authorized representative, this _____ day of _____, 2007.

ASSIGNOR:

ATTEST:

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT**

By: _____
District Clerk/Secretary

Carol A. Wehle, Executive Director

REVIEWED AND APPROVED AS TO
LEGAL FORM

Date of Execution by SFWMD

By: _____

ACCEPTANCE OF ASSIGNMENT

COUNTY, by its undersigned duly authorized representative, hereby accepts the Partial Assignment and Assumption of the Lease, and assumes all obligations of SFWMD as lessor under the Lease arising subsequent to the date of the Partial Assignment and Assumption of Lease as limited to the Assigned Property.

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

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: *Anthony Wilf*
Department Director

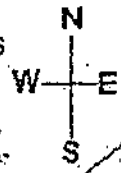
EXHIBIT "A"
ASSIGNED PROPERTY

EXHIBIT "A"

ASSIGNED PROPERTY

ROTH FARMS INC. 20 MI. BEND

'KT-1 Clean Tek 2005/2006
'KT-New Season
'KT-1 1st Stubble
'KT-2 2nd Stubble
'KT-3 3rd Stubble



STATE ROAD 880

SFWMD PROPERTY

ASSIGNED PROPERTY

G-3

ASSIGNED PROPERTY

Ramp
#269

ASSIGNED PROPERTY

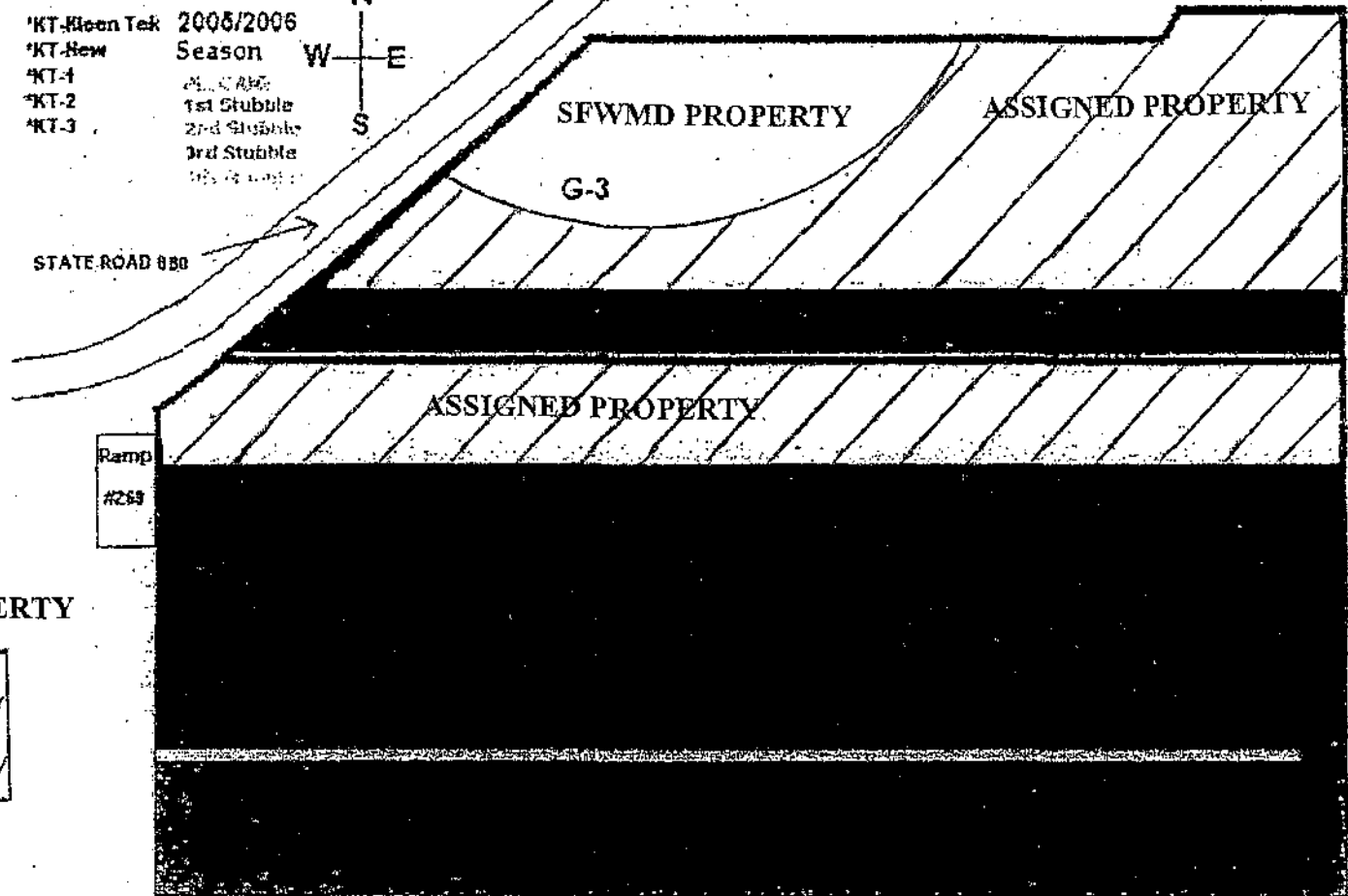


EXHIBIT "B"
LEASE



**THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

C-9318-A03

AMENDMENT NO. 03

TO AGREEMENT NO. C-9318

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

ROTH FARMS, INC

This **AMENDMENT NO. 03**, entered into on JUN 06 2005, to that **LEASE AGREEMENT** dated December 22, 2000, as amended on January 12, 2001 (A01), and March 12, 2004 (A02) between "the Parties," the South Florida Water Management District (**LESSOR**), and Roth Farms, Inc (**LESSEE**).

WITNESSETH THAT:

WHEREAS, the **LEASE** may be amended with the prior written approval of the parties;
and

WHEREAS, the parties wish to amend the **LEASE** in order to: (i) extend the period of performance (ii) amend the total net acres of the Premises, (iii) amend Section 3.1 of the **LEASE** to reduce the annual rent paid pursuant to the amended 50 total net acres;

NOW THEREFORE, the **LESSOR** and the **LESSEE**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The term of the **AGREEMENT** is hereby extended by three (3) years effective February 26, 2005 and the expiration date, as amended, is February 25, 2008.
2. Effective February 26, 2005, Exhibit "A1" to the **LEASE** shall be amended to reduce the total net acres to 50 acres, more or less, as shown on Exhibit "A2" attached hereto and made part of this **AMENDMENT**.
3. Effective February 26, 2005, Section 3.1 of the **LEASE** is hereby revised to reduce the annual rent paid pursuant to the amended 50 total net acres of the **LEASE**. The annual rent shall be due on or before February 26, 2005 in the amount of **Nine Thousand**



THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

Dollars and No Cents (\$9,000.00) and successive installments shall be due on the anniversary date of the LEASE each year thereafter. Said Rent is subject to the current fair market rate plus a three percent (3%) annual increase for all subsequent years in accordance with the Payment and Deliverable Schedule, Exhibit "D", attached hereto and made a part of this AMENDMENT.

4. All other terms and conditions of the AGREEMENT, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT NO. 03 on the date first written above.

LESSOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: *Frank Hayden*
Frank Hayden, Procurement Director

Date: 6/6/05

SFWMD PROCUREMENT APPROVED

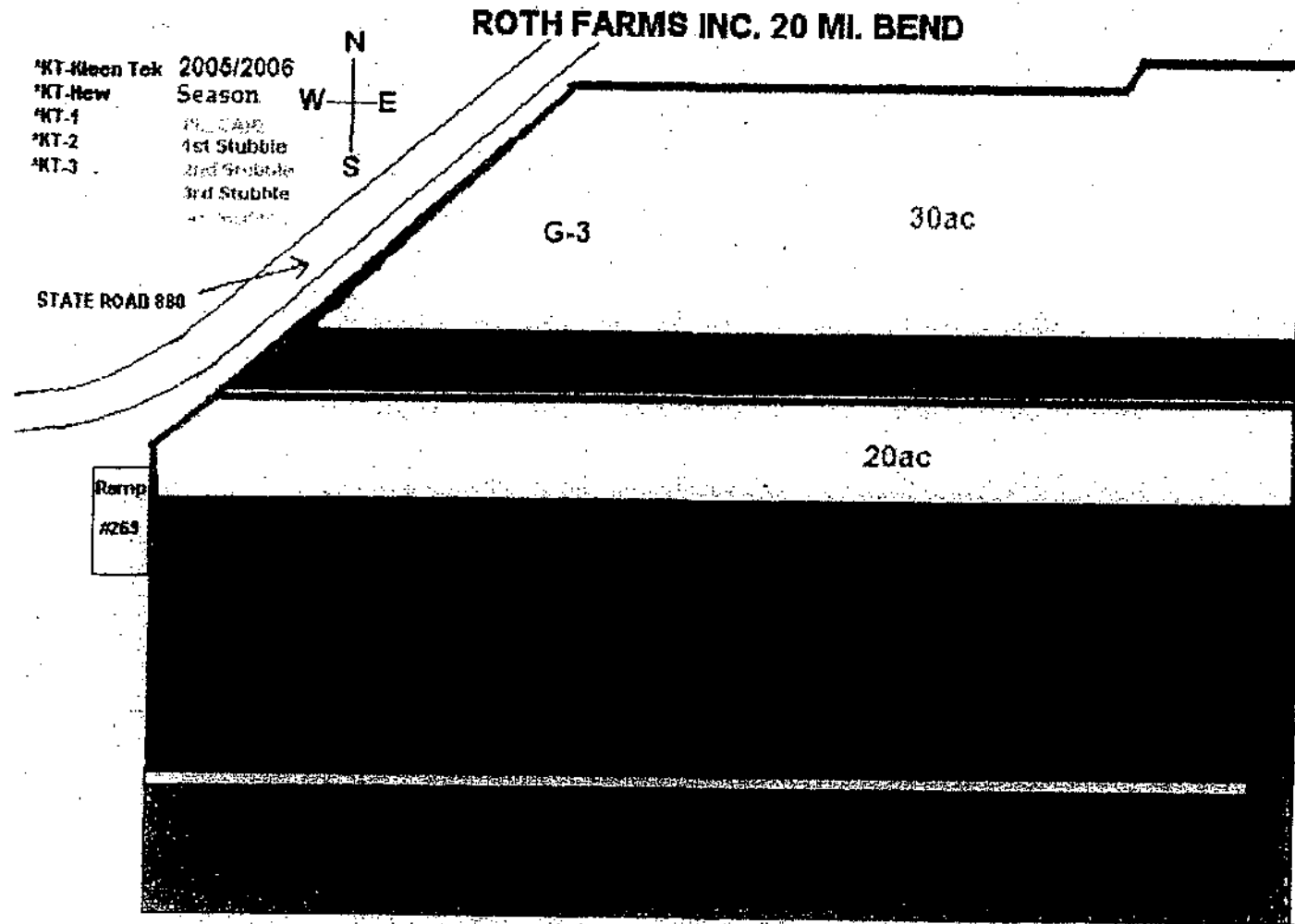
By: *Danica Green*
Date: 5/18/05

LESSEE:

ROTH FARMS, INC

By: *Raymond [Signature]*

Title: President





THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

Exhibit "D"

Payment & Deliverable Schedule

Term	Per Acre	Annual Payment
2/26/05-2/25/06	\$180.00 X 50 Acres	\$9,000.00
2/26/06-2/25/07	\$185.40 X 50 Acres	\$2,270.00 9,270
2/26/07-2/25/08	\$190.96 X 50 Acres	\$9,548.00
Total:		\$27,818.00

Retroactive Justification

Contract Number C-9318-A03
Project Title: Roth Farms Amendment

General Information

Property Manager: Phil Kochan
Initial Start Date: 2/26/98
Current End Date: 2/25/05

Project Duration: 3 Year
Retroactive Start Date: 2/26/05
Amended End Date: 2/25/08

Background Information:

The original lease term expired 2/25/05, but contained 3 one-year renewals at the District's option. The District was in negotiations with Mr. Roth when the project manager for STA 1W expressed the need for approximately 46 of the leased acres to store vegetative material being removed from the STA.

Roth Farms is growing sugar cane and is currently paying market rent. According to Governing Board policy, leases may be renewed if the time until project start is less than 3 years. Since the leased land is adjacent to the STA and more land may be required in the future for STA needs, it would not be feasible to solicit a new RFB for sugar cane farming on this property.

The amendment provides for a 3% increase in rent for the second and third option years.


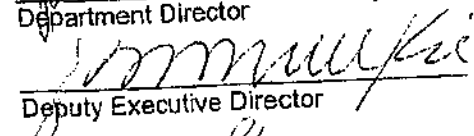
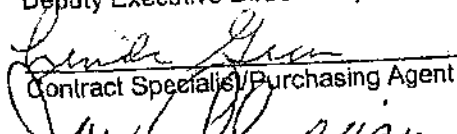
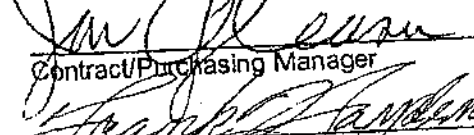

Preventative Measures to Avoid Future Retroactive Requests:

Allow more time for negotiations if the project manager knows the needs ahead of time.

Requested Action:

Authorize an amendment to the Roth Farms lease to remove the necessary acres for the STA 1W disposal of vegetative material and exercise three one-year options for sugar cane farming at the current market rent and provide for a 3% rent escalator in year 2 and year 3 of the lease.

Approvals:

1. 
Department Director
Date: 4/25/05
2. 
Deputy Executive Director
Date: 4-25-05
3. 
Contract Specialist/Purchasing Agent
Date: 5/2/05
4. 
Contract/Purchasing Manager
Date: 5-2-05
5. 
Procurement Director
Date: 5-20-05

DLT/MAT Item Synopsis
Contract Number: C-9318-A03
Project Title: Roth Farms Amendment

DOCUMENT	SCOPE INCREASE?	DOLLAR INCREASE?	TIME EXTENSION?	RETROACTIVE?
Work Order				
Change Order				
Purchase Order				
Amendment	No	No	Yes	Yes

Project Manager Name: Jim Bridgeman
Project Manager Phone Extension: 6284

ORIGINAL INFORMATION

Original Start Date	Original End Date	Original Project Price
2/26/98	2/25/05	Revenue Lease

HISTORY OF CHANGES MADE:

Number of Changes to Date	Current End Date	Current Project Price
Two prior amendments		

THIS REQUEST

Amd/WO/CO #	New End Date	New Project Price
Amendment	2/25/08	\$9,000 Revenue

A. Contract Background and Objectives

The original lease term expired 2/25/05, but contained 3 one-year renewals at the District's option. The District was in negotiations with Mr. Roth when the project manager for STA 1W expressed the need for approximately 46 of the leased acres to store vegetative material being removed from the STA.

Roth Farms is growing sugar cane and is currently paying market rent. According to Governing Board policy, leases may be renewed if the time until project start is less than 3 years. Since the leased land is adjacent to the STA and more land may be required in the future for STA needs, it would not be feasible to solicit a new RFB for sugar cane farming on this property.

The amendment provides for a 3% increase in rent for the second and third option years.

B. Why this change is necessary?

The original term expired 2/28/05

C. Can this work be placed in a new contract?

This is a revenue contract

D. Why is this change a retroactive action (if applicable?)

The amendment was being negotiated as it relates to the number of acres needed for storage of vegetative matter being removed from the STA and when it would be needed.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

C-9318-A02

AMENDMENT NO. 02

TO AGREEMENT NO. C- 9318

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

ROTH FARMS, INC

This AMENDMENT NO. 02, entered into on MAR 12 2004, to that LEASE AGREEMENT dated December 22, 2000, as amended on January 12, 2001 between "the Parties," the South Florida Water Management District (LESSOR), and Roth Farms, Inc (LESSEE).

WITNESSETH THAT:

WHEREAS, the LEASE may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend the LEASE in order to: (i) amend the total net acres of the Premises, as that term is defined in the LEASE, consisting of 104 acres, more or less, as shown on Exhibit "A1" attached hereto and made a part of this AMENDMENT (ii) amend Section 3.1 to reduce the annual rent paid pursuant to the amended 104 total net acres retroactive to year 1 of the LEASE and (iii) amend Exhibit "B", payment schedule in accordance with Exhibit "B1", attached hereto and made of this AMENDMENT;

NOW THEREFORE, the LESSOR and the LESSEE, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. Effective February 28, 2004, Exhibit "A" to the LEASE shall be amended to reduce the total net acres to 104 acres, more or less, as shown on Exhibit "A1" attached hereto and made part of this AMENDMENT.
2. Effective February 28, 2004, Section 3.1 of the LEASE is hereby revised to reduce the annual rent paid pursuant to the amended 104 total net acres, retroactive to year 1 of the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

LEASE for a total reduction in rent in the amount of **Sixteen Thousand Two Hundred Forty Dollars and No Cents** (i.e \$1015.00 total paid per acre @16 acres) for a revised total amount of **One Hundred Five Thousand Five Hundred Sixty Dollars and No Cents** (\$105,560.00).

- 3. Effective February 28, 2004, the annual rent due in accordance with Exhibit "B1" shall be due upon execution of this **AMENDMENT** in the amount of **Five Thousand Three Hundred Sixty Dollars and No Cents** (\$5,360.00).
- 4. All other terms and conditions of the **AGREEMENT**, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 02** on the date first written above.

LESSOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: *Frank Hayden*
Frank Hayden, Procurement Director *mem*

SFWMD PROCUREMENT APPROVED

By: *Shirley Green*
Date: *2/18/04*

LESSEE:

ROTH FARMS, INC

By: *Raymond Roth*
Title: *President*



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

Exhibit "B1" Payment Schedule

Annual Payment	Due Date	Amount to be Paid Per Net Acre	Amount (revised)
Year 1	Lease Amendment Execution	\$105.00	\$10,920.00
Year 2	February 28, 1999	\$105.00	\$10,920.00
Year 3	February 28, 2000	\$130.00	\$13,520.00
Year 4	February 28, 2001	\$155.00	\$16,120.00
Year 5	February 28, 2002	\$165.00	\$17,160.00
Year 6	February 28, 2003	\$175.00	\$18,200.00
*Year 7	February 28, 2004	\$180.00	\$18,720.00
Total:		\$1015.00	\$105,560.00

Note: *Year 7 lease payment is reduced by \$16,240.00 to reflect the amended 104 total net acres retroactive to year 1 in conjunction with this revised Exhibit "B1", payment schedule. The revised total of \$5,360.00 is due February 28, 2004.

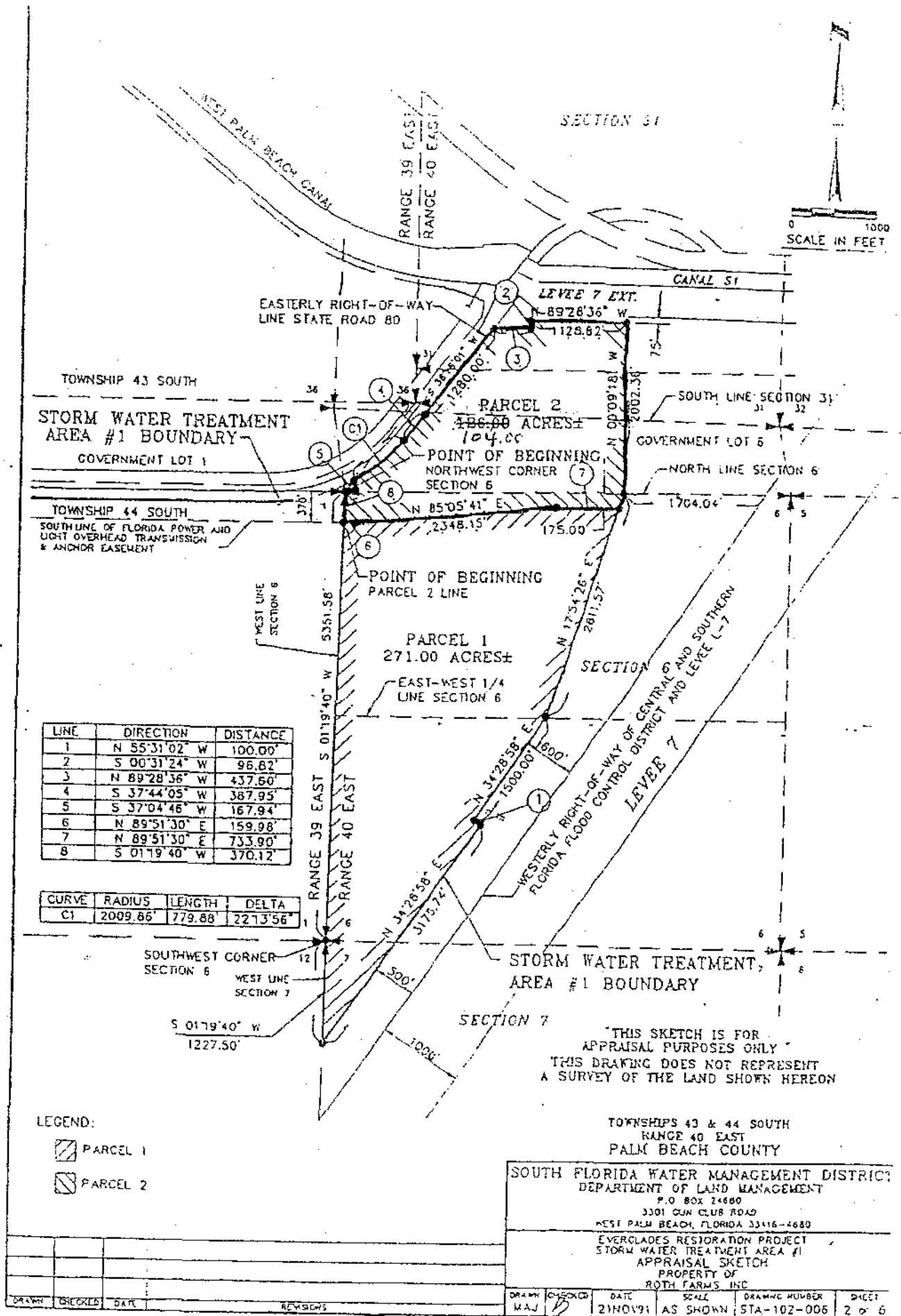


Exhibit "A1" C-9318



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Can Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

November 30, 2000

Mr. Rick Roth
Roth Farms, Inc.
P.O. Box 1300
Belle Glade, FL 33430

**Subject: Contract No. C-9318-A01
Lease Agreement**

Dear Mr. Roth:

Enclosed are two (2) copies of the subject amendment. Please have them signed by an individual with signature authority on behalf of your organization, and return both copies to my attention. Do not date the documents; a fully signed and dated amendment will be returned to you upon execution by the District.

Kindly return the executed documents no later than Dec. 1, 2000. Please include documentation to demonstrate official delegation of signature authority on behalf of your firm up to the contract monetary limits.

Note that this amendment is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, please contact me at (561) 682-6396.

Sincerely,

Linda Greer
Assoc. Contract Specialist
Procurement Department

Enclosure

c: w/ attachment
James Bridgeman, 5740

BOARD

J.C. Collins, Chairman
J.D. Minton, Vice Chairman
J.W. Berger

Vera M. Carter
Gerardo B. Fernandez
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.
Harkley R. Thornton
Trudi K. Williams

EXECUTIVE OFFICE

Frank P. ...



ORIGINAL

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

C-9318-A01

AMENDMENT NO. 01

TO AGREEMENT NO. C- 9318

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

ROTH FARMS, INC.

This **AMENDMENT NO. 01**, entered into on _____, to that **AGREEMENT** dated February 26, 1998, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Roth Farms, Inc. (**LESSEE**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the parties wish to amend the **AGREEMENT** in order to amend the Statement of Work;

NOW THEREFORE, the **DISTRICT** and the **LESSEE**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. This **AMENDMENT NO. 01** shall add an additional 85.5 +/- acre parcel of land attached hereto as Exhibit "B1", ("Additional Premises") to the premises as defined in the **AGREEMENT** ("Total Premises") for the purpose of growing rice and/or sugar cane with radishes as a transition crop between sugar cane harvests at no increased revenue to the District.
2. The Statement of Work, is hereby amended by revising Article 1, 1.1 and 1.2 to allow radishes as a transition crop between sugar cane harvests.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

3. The Statement of Work, is hereby amended by adding Articles 1.13 through 1.20 as follows:

- 1.13 Any improvement made to the Additional Premises will become the property of the District at the end of the lease term, except for: motors, pumps, platforms, gearboxes and fuel tanks provided by the **LESSEE**.
- 1.14 The **LESSEE** shall commence farming operations including the completion of a new drainage/irrigation system on the Additional Premises no later than June 1, 2001, or this amendment shall be null and void.
- 1.15 The **LESSEE** shall transfer, modify and comply with District Surface Water Management (SWM), Water Use (WU), Right-of Way (ROW), and EAA Works of the District permits, and any other federal, state or local permits necessary, prior to the construction of the new drainage/irrigation system.
- 1.16 The **LESSEE** shall complete and submit to Florida Power & Light (FPL) a Right-of-Way Consent Agreement, attached hereto as Exhibit "A1", and shall be responsible for providing access to the parcel and for performing any maintenance activities required on the FPL road access system.
- 1.17 **LESSEE** at its expense, shall close any existing drainage access points in the STA-1W seepage canal and shall open and maintain irrigation and drainage connections to the L-13 Ocean Canal, consistent with the above referenced permits and the Cooperative Agreement and Temporary Discharge Authorization Agreement signed on February 26, 1998, and shall not have the option to install any new connections to the STA-1W seepage canal or the L-13 Ocean Canal without specific written approval from the District.
- 1.18 The **DISTRICT** shall retain the right to install a road access system across the Additional Premises to the proposed STA-1W public observation platform.
- 1.19 The **DISTRICT** shall retain immediate access to the access roads leading from SR 880 to the STA-1W levee for emergency and maintenance purposes.
- 1.20 The **LESSEE** agrees to conduct quarterly maintenance activities, such as mowing, normal trash removal etc. The **LESSEE** shall not be responsible for the removal of any environmental or other major debris dumped on the county road right-of-way by others.

4. This **AMENDMENT NO. 01** shall be effective December 1, 2000 and continue until February 25, 2005.

5. All other terms and conditions of the **AGREEMENT**, as amended, remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT NO. 01 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: Jessica J. Flathmann, Acting Procurement Director

SFWMD PROCUREMENT APPROVED

BY: James Hendrix Green


Date: 11-17-00

Office of Counsel APPROVED:

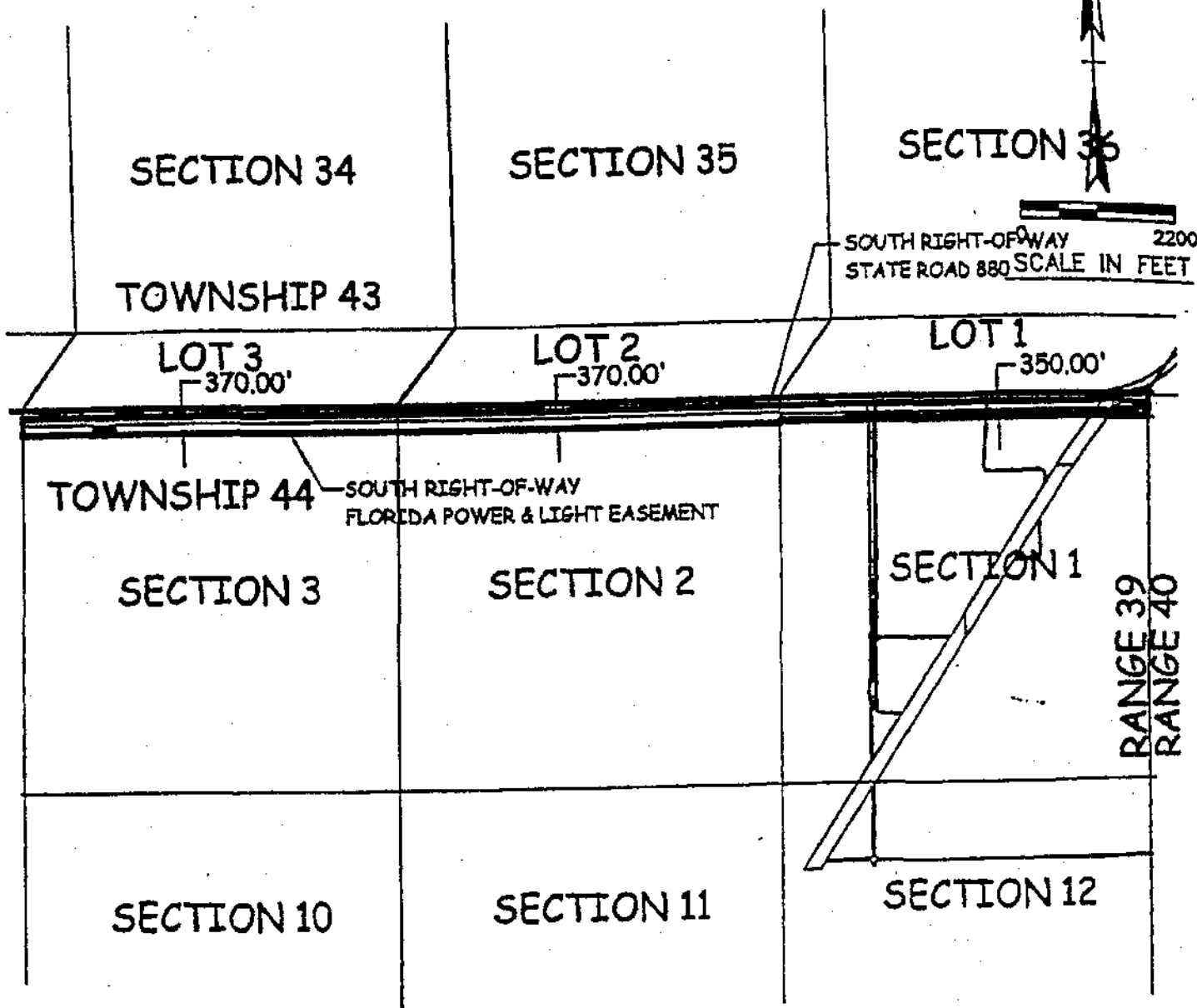
By: FM

Date: [Signature]

ROTH FARMS, INC.

By: Raymond M. Roth 

Title: President, Roth Farms, Inc.



THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION AND IS NOT VALID UNLESS ACCOMPANIED BY THE LEGAL DESCRIPTION.

SECTIONS 1, 2 & 3
TOWNSHIP 44 SOUTH
RANGE 39 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
CONSTRUCTION AND LAND MANAGEMENT DEPARTMENT
P.O. BOX 24880
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4880

LEASE PARCEL
STA 1 WEST

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
MEH		25JUL00	AS SHOWN	STA 102-140	1 OF 2
REVISIONS		DATE			

**LEGAL DESCRIPTION
LEASE PARCEL
STA 1 WEST**

A parcel of lying in a portion of Sections 1, 2 and 3, Township 44 South, Range 39 East, Palm Beach County, Florida, being more particularly described as follows:

Being the North 350 feet of said Section 1 lying south of the Southerly right-of-way of State Road 880 (formally known as State Road 80), together with the North 370 feet of said Sections 2 and 3 lying south of the Southerly right-of-way line of said State Road 880. Said North line also being the south line of a Florida Power and Light easement.

The above parcel of land contains 85.5 acres more or less.

The legal is not valid unless accompanied by the sketch.

Line No.: _____ Parcel No.: _____
 Line Name: _____
 Structure No.: _____
 Section, Township, Range: _____

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to _____, whose mailing address is _____ hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in _____ OR Book _____, at Page _____, public Records of _____ County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of the Lands by Licensee, shall be solely for the purpose of _____ as shown on the plans and specifications submitted by Licensee, attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.
2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.
3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.
4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.

within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to

The parties have executed this Agreement this _____ day of _____, 20__.

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Its: _____
Print Name: _____

LICENSEE:

By: _____
Its: _____
Print Name: _____

(Corporate Seal)

CCC/DGE
3740#RW.Con (4C)

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DS-5
31 / 1.5

Amendment

Amend Contract C-9318 in order to (i) add an additional 85.5+/- acre parcel of land for the purpose of growing rice and/or sugar cane with radish crops as transition crops between sugar cane harvests at no increased revenue to the District (existing payment schedule will remain in effect) (ii) amend Article 1.1 and Article 1.2 of the original lease to allow growing radishes as a transition crop between sugar cane harvests, (iii) amendment will become effective December 1, 2000 and will continue in effect through February 28, 2004, (iv) exercise option in Article 2.1 to renew the lease for three additional years for a total lease term not to exceed ten years. Rent for the renewal period shall include the original 126 gross acres plus the 85.5+/- gross acres and shall be as follows:

Annual Payment	Due Date	Amount to be Paid Gross Acre (211.5)	Amount
Year 8	February 28, 2005	\$185.00	\$39,127.50
Year 9	February 28, 2006	\$190.00	\$40,185.00
Year 10	February 28, 2007	\$195.00	\$41,242.50

(v) any improvements to the 85.5+/- acres will become the property of the District at the end of the term of the lease except for motors, pumps, gearboxes, and fuel tanks provided by the lessee, (vi) Lessee shall commence farming operations including the completion of a new drainage/irrigation system on the 85.5+/- acres no later than June 1, 2001, or this amendment becomes null and void, (vii) Lessee shall combine, modify, and comply with Surface Water Management (SWM), Water Use (WU), Right-of-Way (ROW), EAA Works of the District, and any additional permits that may be necessary in consultation with District regulatory staff, (viii) Lessee shall complete and submit FPL Right-of-Way Consent Agreement and shall be responsible for the access to the parcel and maintenance activities required on the FPL road access system (see Exhibit A and Exhibit B), (ix) Lessee shall at its expense close existing drainage access points into the STA-1W seepage canal and shall open and maintain irrigation and drainage connections to the L-13 Ocean Canal, (At no time shall the lessee have the option to install any new connections to the STA-1W seepage canal or the L-13 Ocean Canal without specific written approval from the District), (x) District shall retain the right to install a road access system across the 85.5+/- acres at SR880 to the STA-1W proposed public observation platform, (xi) District shall retain immediate access to the access roads leading from SR880 to the STA-1W levee for emergency and maintenance purposes, (xii) Lessee agrees to conduct quarterly maintenance activities, i.e. mowing, trash removal, etc. on the county right-of-way.

- Compliance with all applicable laws, rules, regulations, ordinances, etc., and use restrictions, conditions and obligations.
- Prompt payment of any proper/appropriate charges including but not necessarily limited to, fees, taxes, rents, fines, assessments, or other. Including any special tax assessments for the Everglades Agricultural Area (EAA).
- Continued vigilance to ensure no adverse environmental impact occurs to land/parcel, surrounding/adjoining land parcel, water resources (surface and groundwater) or STA1W.
- Strict adherence to any and all applicable Best management Practices existing, issued, or updated/modified during the period of land use/occupancy/agreement. The lessee must provide a BMP plan for the approved crop prior to commencement of farming operations.
- Allow District employees, contractors, and cooperators access for the purpose of inspection, compliance/environmental monitoring or other authorized activities.
- Maintain adequate insurance throughout the term of the agreement and indemnify/hold harmless the District, its official, employees, etc.
- Make every effort to assist/support the local economy when acquiring materials, supplies, equipment, or other, and employ those individuals/firms that certify that they have been adversely affected pursuant to the Everglades Forever Act (documentation of efforts required).
- Support the District's Diversified/Minority Vendor program and Affirmative Action program.
- This lease requires the continued implementation (including ongoing documentation and tracking) of an approved Best Management Practices Plan (BMP) and Water Quality Monitoring plan which measures daily flow and total phosphorous concentrations through an automatic sampler. Both the BMPs and daily water quality and quantity monitoring must be implemented from the first day of possession. Lessee must have a plan approved by the District's Regulation Department prior to taking possession.

C. Other Considerations

- Use of roads and access points to be held in common and shared with other leases.
- Approval of proposed use subject to Department of Environmental Protection approval.
- The lessee may not drain into or remove water from the district's seepage canal located on the southern boundary of the property.
- There are three roads that must be maintained at all times because they are for District access to the project...those entrances are the Midway Levee entrance (immediately west of the big curve at CR 880) the old Flor-Ag road entrance and the west entrance to the project.
- The other entrances are entirely for the use of FPL and they must be kept open and available at all times.

- The district is planning to have a public access facility to the STA and there will be a need for some improvements at the old Flor-Ag entrance road, which may end up takings some additional land (although a very small area- unknown at this time) out of production.

IV. LOCATION

Running east-west along the southern portion of SR880, approximately 350.00' to 370.00' depending on the specific section, in depth from the Ocean Canal, up to the STA1W seepage canal. A legal description of the land parcels is provided and located by section number on Map - Figure One.

V. DELIVERABLES

During the life of the lease agreement (draft provided), the end product shall be complete compliance to the terms and conditions of the lease agreement.

VI. PAYMENT

The lessee shall pay to the lessor, at the time of execution of the lease, in advance, the annual rental, together with all applicable sales and use taxes. During the life of the lease agreement, future annual rental payments shall be made on or before the lease anniversary dates.

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LEASE AGREEMENT
BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
ROTH FARMS, INC.

This **LEASE AGREEMENT** ("**LEASE**"), entered into on FEB. 26, 1998, between "the Parties," the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, a public corporation of the State of Florida (the "**DISTRICT**"), and Roth Farm, Inc., a Florida Corporation, FEID Number 59-1026176, (the "**LESSEE**").

WITNESSETH THAT:

WHEREAS, the **DISTRICT** is an agency of the State of Florida created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

WHEREAS, the **DISTRICT** is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to section 373.083, Florida Statutes; and

WHEREAS, the **DISTRICT** is empowered to lease lands or interests in land, to which the **DISTRICT** has acquired title, pursuant to section 373.093, Florida Statutes and Rule 40E-9.957, Florida Administrative Code; and

WHEREAS, the **DISTRICT** owns certain lands commonly referred to as the Parcel 2, STAIW, and legally described in Exhibit "A" attached to and made a part of this **LEASE** ("**Premises**"); and

WHEREAS, the **DISTRICT** seeks to manage the **Premises** as a sugarcane and/or rice farm as a tool in the maintenance of the land; and

WHEREAS, the **DISTRICT** wishes to grant sugarcane and/or rice farming rights to the **Premises** to an outside party to accomplish this objective; and

WHEREAS, the **LESSEE** represents that he is qualified and willing to provide said services; and

WHEREAS, the **DISTRICT** and the **LESSEE** wish to enter into this lease agreement; and

WHEREAS, the Governing Board of the **DISTRICT**, at its regular February 12, 1998, monthly meeting, has awarded this **LEASE** to the **LESSEE**;

NOW THEREFORE, the Parties, in consideration of the following and mutual benefits flowing from each to the other, do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

- 1.1 The **LESSEE** agrees that his activities on the Premises are for purposes of sugarcane and/or rice farming only, and those *approved*, incidental uses, including tree harvesting, which are directly related to sugarcane and/or rice farming. The **LESSEE** shall not engage in any business or other activity on the Premises not expressly authorized in writing by the **DISTRICT**.
- 1.2 The **LESSEE** agrees to use the Premises for and only for sugarcane and/or rice farming and will not use or permit any use or entry upon the Premises for any other purpose. No hogs or other animals may be kept on the Premises either in enclosures or otherwise.
- 1.3 The **LESSEE** shall not hunt, trap, fish or capture any wildlife upon the Premises or allow others to do so except in accordance with established regulations.
- 1.4 The **LESSEE** shall not construct fences or other structures, including canals, on the Premises without prior written approval of the **DISTRICT**. Any fence or other structure erected by the **LESSEE** shall become the property of the **DISTRICT**.
- 1.5 The **LESSEE** shall prevent or slow the progress of exotic plant species, including, but not limited to Melaleuca trees.
- 1.6 The **LESSEE** shall maintain vigilance to ensure no adverse environmental impact occurs to the Premises.
- 1.7 The **LESSEE** is responsible for obtaining and complying with any and all applicable permits.
- 1.8 The **LESSEE** shall strictly adhere to any and all applicable Best Management Practices existing, issued, updated, or modified during the term of the **LEASE**.
- 1.9 The **LESSEE** shall comply with all permits issued, updated, or modified during the term of the **LEASE**, including the Everglades Works of the District Permit. The **LESSEE** shall implement the Best Management Practices Plan and implement an approved water quality monitoring plan which measures daily flow and total phosphorus concentrations through

an automatic sampler. Both the BMPs and the daily water quality sampling shall be implemented from the first day of possession.

- 1.10 The **LESSEE** shall comply with all accepted agricultural practices and in accordance with all state and federal regulations and BMPs in the use of crop protection chemicals.
- 1.11 The **DISTRICT** shall not guarantee any level of flood protection and shall not guarantee ground water levels.
- 1.12 The **LESSEE** will not dig any irrigation or drainage ditches without the **DISTRICT'S** consent, and the **DISTRICT** shall allow the **LESSEE** to use normal drainage and pumping practices as provided in the BMPs in order to grow and harvest crops. The **DISTRICT** shall allow the **LESSEE** to pump in order to maintain water levels at or below the critical freeboard elevation if provided in the BMP.

ARTICLE 2 - TERM OF THE LEASE

- 2.1 The period of performance of this **LEASE** shall commence on the date of this lease and continue for a period of seven (7) years. At the option of the **DISTRICT** and with the written acceptance of **LESSEE**, this **LEASE** may be renewed annually for three (3) successive one (1) year periods, for a total lease term not to exceed ten (10) years. If operations under this **LEASE** do not continue, all associated farming accouterments must be removed by the **LESSEE** from the Premises over the 60 day period prior to the expiration or termination of the **LEASE**.
- 2.2 It is the intent and understanding of the Parties that this **LEASE** is solely for the benefit of the **LESSEE** and the **DISTRICT**. No person or entity other than the **LESSEE** or the **DISTRICT** shall have any rights or privileges under this **LEASE** in any capacity whatsoever, either as third-party beneficiary or otherwise.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 As full consideration for the farming rights conferred upon the **LESSEE** by the **DISTRICT** pursuant to this **LEASE**, the **LESSEE** shall pay to the **DISTRICT** the fixed amount of One Hundred Twenty-One Thousand Eight Hundred Dollars and No Cents (\$121,800.00). Such amount shall be paid in annual increments, the first of which shall be due and payable in advance upon the execution of this **LEASE**. Successive installments shall be due on February 28th of the ensuing year of this **LEASE** and each year thereafter in accordance with the "Payment Schedule" attached hereto as Exhibit "B" and made a part of this **LEASE**.
- 3.2 In addition to the total amount of consideration paid by the **LESSEE** pursuant to Paragraph 3.1, the **LESSEE** hereby agrees to pay to the **DISTRICT** any and all applicable sales and use taxes in connection with the **LESSEE'S** use of any **DISTRICT**-owned real

property. Such tax shall be an amount equal to Six (6) percent of and on the total amount of this LEASE, and shall be due and payable at the same time and in the same manner as provided for rendering LEASE payments to the DISTRICT. The DISTRICT shall remit the tax paid by the LESSEE to the Florida Department of Revenue at the time and in the manner provided for by the Legislature. The LESSEE and the DISTRICT shall use best efforts to secure a sales and use tax exemption from the county in which the property is located. In the absence of such exemption, any failure by the LESSEE to pay such sales and use taxes to the DISTRICT shall constitute a material default of this LEASE.

- 3.3 All payments due under this LEASE from LESSEE to the DISTRICT shall be made to the DISTRICT at the following address:

South Florida Water Management District
Attr: Treasury Management Division
P.O. Box 16606
West Palm Beach, FL 33416-6606

RE: Contract No. C-9318

ARTICLE 4 - INVOICING AND PAYMENT

- 4.1 The LESSEE acknowledges that any failure to make timely quarterly payments to the DISTRICT of the LEASE fee required in Paragraph 3.1 of this LEASE shall constitute a material default of this LEASE for which the DISTRICT may exercise such rights, including termination of the LEASE, as are provided in Article 7, below.
- 4.2 The LESSEE understands and agrees that pursuant to Rule 40E-9.957, Florida Administrative Code, upon execution of this LEASE, the leased lands shall be placed upon the tax rolls of the county in which the property is located by Memorandum of Lease, executed by the DISTRICT in the LESSEE'S name and LESSEE shall pay all applicable property taxes. The amount of taxes will be determined by the county property appraiser. The LESSEE acknowledges that it shall be assessable for such ad valorem taxes as are applicable for the leased premises, on and from the effective date of this LEASE.
- 4.3 The LESSEE shall pay such taxes promptly upon receipt of an assessment notice from the taxing authority, and shall furnish proof of such payment to the DISTRICT'S Procurement Division (See Paragraph 5.2). Failure by the LESSEE to pay such taxes assessed before or by their due date shall constitute a material default of this LEASE.

ARTICLE 5 - PROJECT MANAGEMENT

- 5.1 The Project Manager for the DISTRICT is Ken Foote at 3301 Gun Club Road, West Palm Beach, FL 33406, telephone (561) 687-6538. The Project Manager for the LESSEE is Raymond R. Roth, at P.O. Box 1300, Belle Glade, FL 33430, telephone (561) 996-2991.

The Parties shall direct all matters arising in connection with this **LEASE**, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to this **LEASE**.

- 5.2 All notices to the **LESSEE** under this **LEASE** shall be in writing and sent by certified mail to:

Roth Farms, Inc.
P.O. Box 1300
Belle Glade, FL 33430

All notices to the **DISTRICT** under this **LEASE** shall be in writing and reference Contract No. C-9318, and sent by certified mail to:

South Florida Water Management District
Attn: Procurement Division
P. O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

The **LESSEE** shall also provide a copy of the notices to the **DISTRICT'S** Project Manager. All notices required by this **LEASE** shall be considered delivered upon receipt. Either party may change its address by providing prior written notice to the other of any change of address.

ARTICLE 6 - INDEMNIFICATION & INSURANCE

- 6.1 The **LESSEE** shall defend, indemnify, save, and hold the **DISTRICT** harmless from any and all claims, suits, judgments and liability for death, bodily injury, personal injury, or property damage arising directly or indirectly from this **LEASE** by the **LESSEE**, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. The **LESSEE** acknowledges that it is solely responsible for compliance with the terms of this **LEASE**.
- 6.2 The **LESSEE** shall procure and maintain, through the term of this **LEASE**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **DISTRICT'S** *Certificate of Insurance*, attached as Exhibit "C," and made a part of this **LEASE**. The coverage required shall extend to all employees and subcontractors of the **LESSEE**. The attached **DISTRICT** Certificate (Exhibit "C") shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative.

ARTICLE 7 - TERMINATION/REMEDIES

- 7.1 If either party fails to fulfill its obligations under this LEASE in a timely and proper manner, the other party shall have the right to terminate this LEASE by giving written notice of any deficiency and by allowing the party in default thirty (30) days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this LEASE shall terminate at the expiration of the thirty (30) day time period and the LESSEE will remove all associated farming accouterments within thirty (30) days following termination of this LEASE.
- 7.2 The DISTRICT may terminate this LEASE at any time upon 180 days prior written notice to the LESSEE, or upon harvest of the then current crop, whichever period is later. In the event of termination for reasons other than the LESSEE'S default, the DISTRICT shall return to the LESSEE a pro rata share of the annual fee paid by the LESSEE for the then current year, based on the ratio of the number of days remaining until the next anniversary date (as of the expiration of the aforementioned 180 day time period) to a calendar year of 365 days.
- 7.3 In the event the DISTRICT-maintained waters levels prohibit conducting farming operations on the premises, the LESSEE shall have the right to terminate this LEASE upon ninety (90) days prior written notice to the DISTRICT.
- 7.4 If either party initiates legal action, including appeals, to enforce this LEASE, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.
- 7.5 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 8 - STANDARDS OF COMPLIANCE

- 8.1 The LESSEE, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this LEASE. The DISTRICT undertakes no duty to ensure such compliance, but will attempt to advise the LESSEE, upon request, as to any such laws of which it has present knowledge.
- 8.2 The LESSEE shall assure that no person shall, on the grounds of race, color, creed, national origin, handicap, or sex, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any activity under this LEASE. The LESSEE shall take all measures necessary to effectuate these assurances.

- 8.3 The laws of the State of Florida shall govern all aspects of this **LEASE**. In the event it is necessary for either party to initiate legal action regarding this **LEASE**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.
- 8.4 The **LESSEE**, by its execution of this **LEASE**, acknowledges and attests that neither he, nor any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or, if the **LESSEE** or any affiliate of the **LESSEE** has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The **LESSEE** further understands and accepts that this **LEASE** shall be either voidable by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, F.S. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **LESSEE** for any work or materials furnished.
- 8.5 The **LESSEE** shall obtain all necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits prior to the commencement of performance of this **LEASE**.
- 8.6 The **LESSEE** shall comply with all laws, rules and regulations established for the subject property. Possession of firearms is strictly prohibited.
- 8.7 The **LESSEE** agrees to immediately report any incidence of the following to the **DISTRICT'S** Project Manager:
- A. Fire
 - B. Injury or death
 - C. Vandalism
 - D. Theft
 - E. Poaching and trespassing
 - F. Any hazard, condition or situation that may become a liability to the **DISTRICT** or may be damaging to the property or improvements on the property of the **DISTRICT**
 - G. Any violation observed pertaining to rules and regulations promulgated by the **DISTRICT** or the Florida Game and Fresh Water Fish Commission
 - H. Any violation of applicable State and local laws.
- 8.8 All prescribed burning on the subject properties (other than incidental burning undertaken in the regular course of sugarcane and/or rice farming in accordance with applicable laws) shall be done by personnel or agents of the **DISTRICT**. The **LESSEE** specifically agrees that the **LESSEE'S** employees will not, at any time, knowingly and deliberately set or cause to be set any fire or fires on the leased property other than the incidental burnings expressly authorized above. Failure to comply with the above shall be cause for immediate cancellation of this **LEASE** by the **DISTRICT**.

- 8.9 The **LESSEE** shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents used or produced in the **LESSEE'S** operations on the leased premises or on any adjacent State land or in any manner not permitted by law. This provision is not intended to apply to the reasonable use of pesticides. Use of specific chemicals (Endosulfan, Atrazine) shall be restricted.
- 8.10 The **LESSEE** shall allow **DISTRICT** employees, contractors, and cooperators access for the purposes of inspection, compliance and environmental monitoring or other authorized activities, during the term of this **LEASE**.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The **LESSEE** is an independent contractor and is not an employee or agent of the **DISTRICT**. Nothing in this **LEASE** shall be interpreted to establish any relationship other than that of an independent contractor, between the **DISTRICT** and the **LESSEE**, its employees, agents, subcontractors, or assigns, during or after the performance of this **LEASE**.
- 9.2 The **LESSEE** shall not assign, sub-lease, delegate, or otherwise transfer its rights and obligations as set forth in this **LEASE** or sublease any portion of the subject property without the prior written consent of the **DISTRICT**.

ARTICLE 10 - GENERAL PROVISIONS

- 10.1 Notwithstanding any provisions of this **LEASE** to the contrary, the Parties shall not be held liable if failure or delay in the performance of this **LEASE** arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. This provision shall not apply if the "Statement of Work" of this **LEASE** specifies that performance by the **LESSEE** is specifically required during the occurrence of any of the events herein mentioned.
- 10.2 Prior to engaging in any discussions with the news media pertaining to this **LEASE**, the **LESSEE** shall notify the **DISTRICT'S** Office of Government and Public Affairs. This includes news releases, media requests for interviews, feature articles, fact sheets, or promotional materials.
- 10.3 Failures or waivers to enforce any covenant, condition, or provision of this **LEASE** by the Parties, their successors and assigns shall not operate as a discharge of or invalidate such covenant, condition, or provision, or impair the enforcement rights of the Parties, their successors and assigns.

- 10.4 Should any term or provision of this **LEASE** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **LEASE**, to the extent that the **LEASE** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 10.5 In the event any provisions of this **LEASE** shall conflict, or appear to conflict, the **LEASE**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 10.6 This **LEASE** may be amended only with the written approval of the Parties.
- 10.7 This **LEASE** states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The **LESSEE** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized representative of **DISTRICT**. This **LEASE** shall bind the Parties, their assigns, and successors in interest.

PARCEL 2:

BEING A PARCEL OF LAND SITUATE IN PARTS OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND OF HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST AND PART OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND PART OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SAID SECTION 6 FOR A DISTANCE OF 5351.58 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE CONTINUE SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 40 EAST FOR A DISTANCE OF 1227.50 FEET TO A POINT 500 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT LEVEE L-7, AS NOW LAID OUT AND IN USE; THENCE RUN NORTH 34°28'58" EAST, ALONG A LINE PARALLEL TO AND 500 FEET MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF LEVEE L-7 FOR A DISTANCE OF 3175.74 FEET TO A POINT; THENCE AT RIGHT ANGLES TO THE PRECEDING COURSE RUN NORTH 55°31'02" WEST FOR A DISTANCE OF 100 FEET TO A POINT; THENCE AT RIGHT ANGLES TO THE PRECEDING COURSE RUN NORTH 34°28'58" EAST ALONG A LINE PARALLEL TO AND 600 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID LEVEE 7 FOR A DISTANCE OF 1500.00 FEET TO A POINT; SAID POINT BEING ON THE EAST-WEST QUARTER LINE OF SAID SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 17°54'26" EAST FOR A DISTANCE OF 2811.57 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6; SAID POINT BEING 1704.04 FEET WEST OF THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID LEVEE L-7 WITH THE NORTH LINE OF SECTION 6; THENCE RUN NORTH 00°09'18" WEST ALONG A LINE THROUGH HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST, AND THROUGH PART OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST FOR A DISTANCE OF 2002.36 FEET TO A POINT; SAID POINT BEING 75 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT LEVEE L-7 EXTENSION; THENCE RUN NORTH 88°28'36" WEST ALONG A LINE PARALLEL TO, AND 75 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF SAID LEVEE L-7 EXTENSION FOR A DISTANCE OF 1128.82

TOWNSHIPS 43 & 44 SOUTH
RANGE 40 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF LAND MANAGEMENT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
STORM WATER TREATMENT AREA #1
APPRAISAL SKETCH
PROPERTY OF
ROTH FARMS, INC.

DRAWN	CHECKED	DATE	REVISIONS	DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
MAJ	<i>P</i>	21NOV91					NO SCALE	STA-102-006	5 of 6

FEET TO A POINT; THENCE RUN SOUTH 00°31'24" WEST FOR A DISTANCE OF 96.82 FEET TO A POINT; THENCE RUN NORTH 88°28'36" WEST FOR A DISTANCE OF 437.6 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, AS NOW LAID OUT AND IN USE; THENCE RUN SOUTH 38°16'01" WEST FOR A DISTANCE 1280.00 FEET TO A POINT WHERE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 INTERSECTS THE SOUTH LINE OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 37°44'05" WEST ALONG SAID STATE ROAD 80 RIGHT-OF-WAY LINE FOR A DISTANCE OF 387.95 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE CONCAVED TO THE NORTHWEST HAVING A RADIUS OF 2009.86 FEET AND A CENTRAL ANGLE OF 22°13'56" FOR A DISTANCE OF 779.88 FEET TO A POINT WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE NORTHWESTERLY LINE OF HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 37°04'46" WEST ALONG SAID WESTERLY LINE OF HIATUS LOT 6 FOR A DISTANCE OF 167.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6 AND THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 370.12 FEET TO A POINT ON A LINE PARALLEL WITH AND SOUTHERLY 370.00 FEET FROM THE NORTH LINE OF SAID SECTION 6, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°51'30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 159.98 FEET; THENCE NORTH 85°05'41" EAST A DISTANCE OF 2348.15 FEET TO A LINE PARALLEL WITH AND SOUTHERLY 175.00 FEET FROM THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89°51'30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 733.90 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED ABOVE.

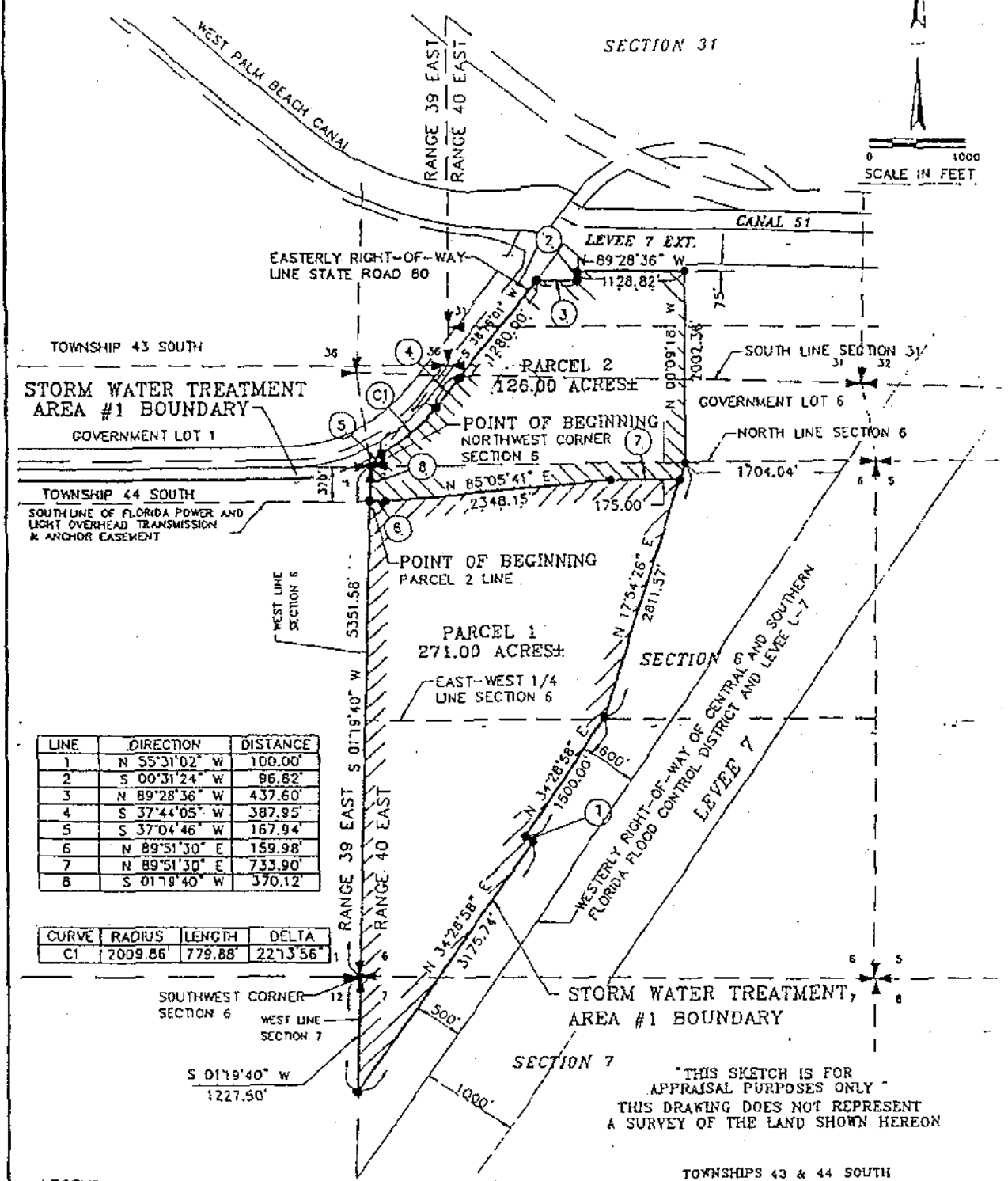
CONTAINING 126 ACRES, MORE OR LESS.

TOWNSHIPS 43 & 44 SOUTH
RANGE 40 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF LAND MANAGEMENT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
STORM WATER TREATMENT AREA #1
APPRAISAL SKETCH
PROPERTY OF
ROTH FARMS, INC.

DRAWN	CHECKED	DATE	REVISIONS	DRAWING NUMBER	SHEET
MAJ	<i>[Signature]</i>	21NOV91		STA-102-006	6 OF 6



LINE	DIRECTION	DISTANCE
1	N 55°31'02" W	100.00'
2	S 00°31'24" W	96.82'
3	N 89°28'36" W	437.60'
4	S 37°44'05" W	387.95'
5	S 37°04'46" W	167.94'
6	N 89°51'30" E	159.98'
7	N 89°51'30" E	733.90'
8	S 01°19'40" W	370.12'

CURVE	RADIUS	LENGTH	DELTA
C1	2009.86'	779.88'	227°3'56"

"THIS SKETCH IS FOR APPRAISAL PURPOSES ONLY. THIS DRAWING DOES NOT REPRESENT A SURVEY OF THE LAND SHOWN HEREON."

- LEGEND:
- PARCEL 1
 - PARCEL 2

TOWNSHIPS 43 & 44 SOUTH
RANGE 40 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF LAND MANAGEMENT
P.O. BOX 24680
3301 OUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
STORM WATER TREATMENT AREA #1
APPRAISAL SKETCH
PROPERTY OF
ROTH FARMS, INC.

DRAWN MAJ	CHECKED D	DATE 21NOV91	SCALE AS SHOWN	DRAWING NUMBER STA-102-006	SHEET 2 of 6
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DRAWN	CHECKED	DATE	REVISIONS

**LEGAL DESCRIPTION
LEASE PARCEL
STA 1 WEST**

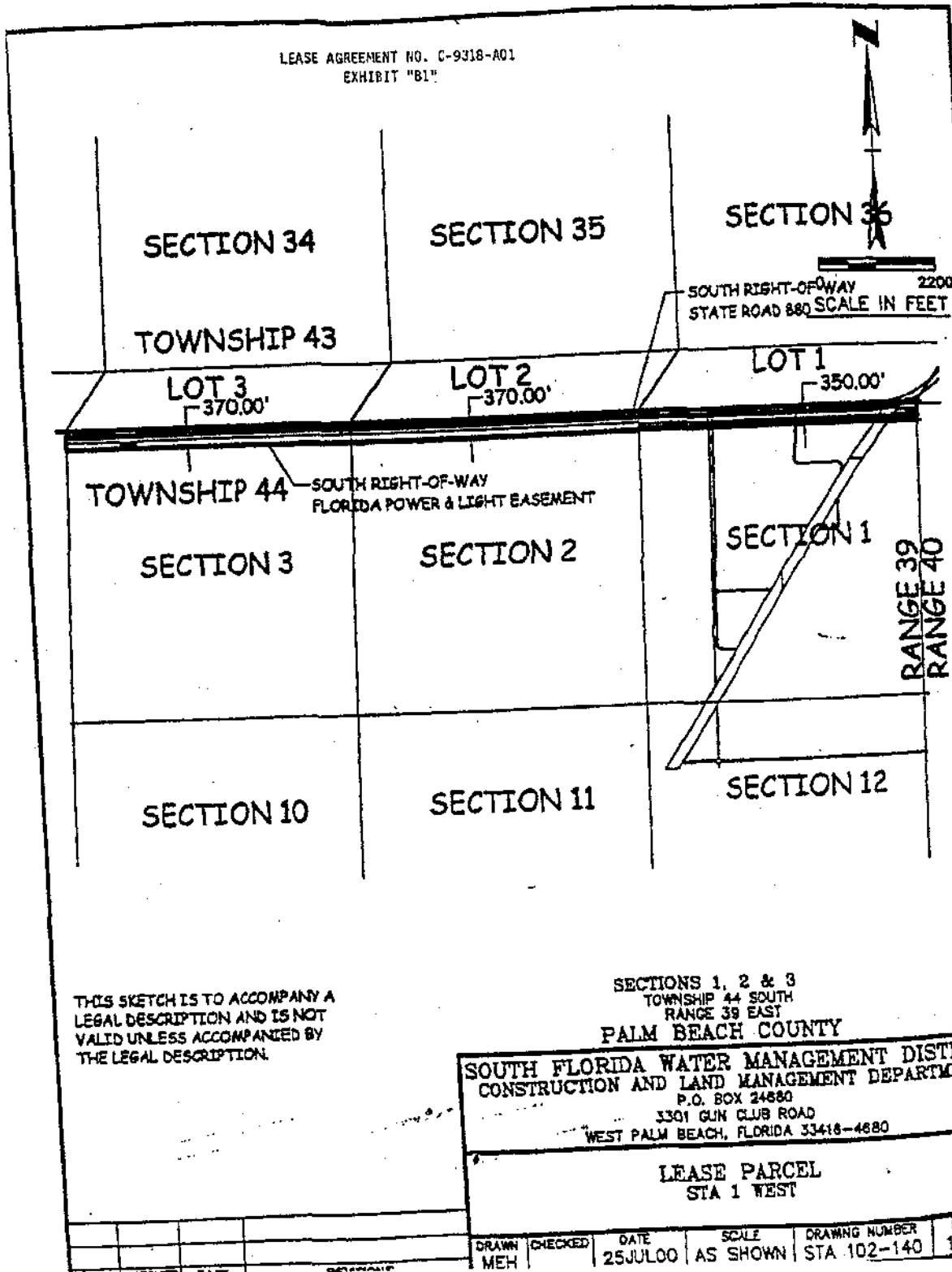
A parcel of lying in a portion of Sections 1, 2 and 3, Township 44 South, Range 39 East, Palm Beach County, Florida, being more particularly described as follows:

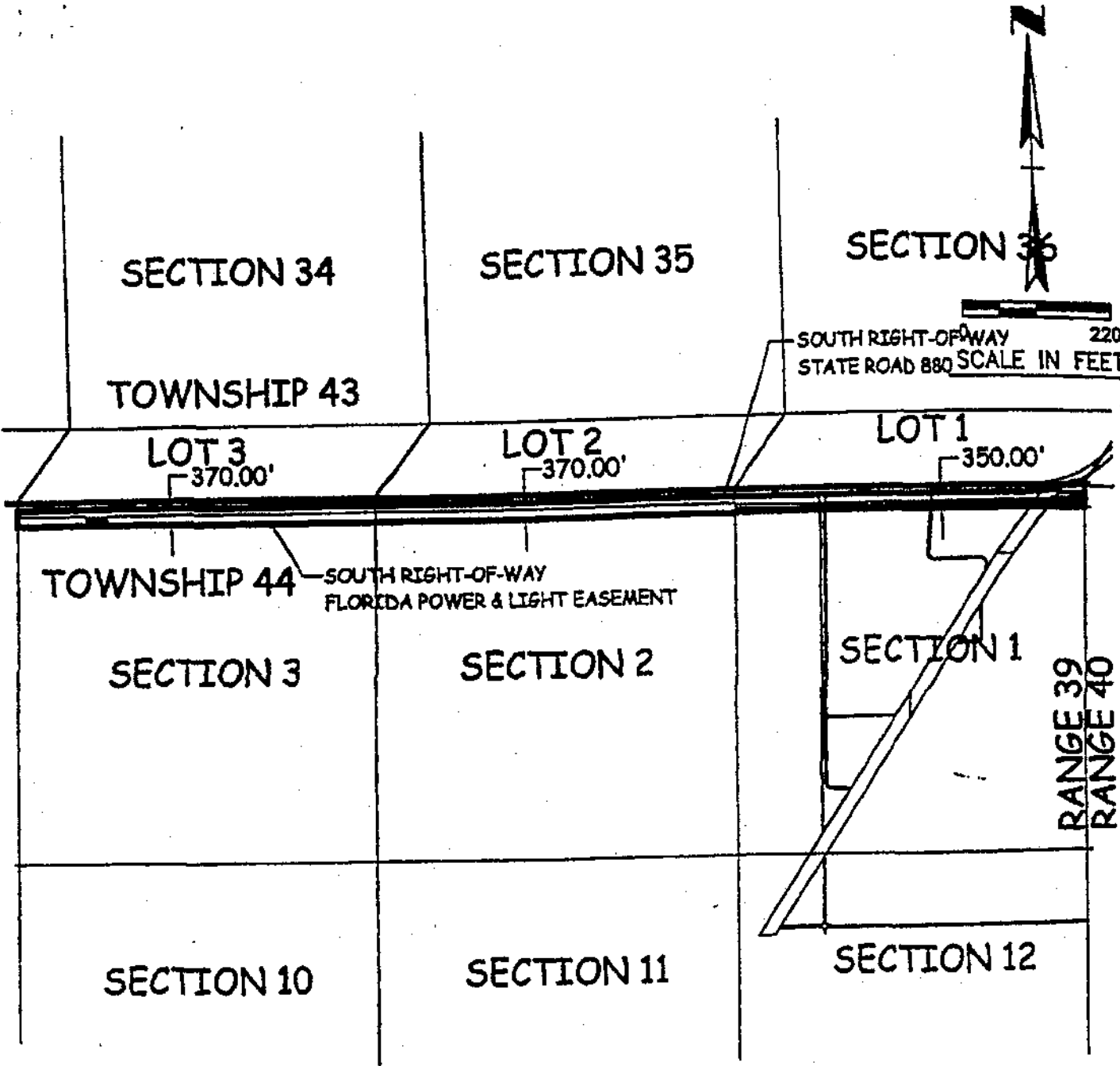
Being the North 350 feet of said Section 1 lying south of the Southerly right-of-way of State Road 880 (formally known as State Road 80), together with the North 370 feet of said Sections 2 and 3 lying south of the Southerly right-of-way line of said State Road 880. Said North line also being the south line of a Florida Power and Light easement.

The above parcel of land contains 85.5 acres more or less.

The legal is not valid unless accompanied by the sketch.

LEASE AGREEMENT NO. C-9318-A01
EXHIBIT "B1"





THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION AND IS NOT VALID UNLESS ACCOMPANIED BY THE LEGAL DESCRIPTION.

SECTIONS 1, 2 & 3
TOWNSHIP 44 SOUTH
RANGE 39 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
CONSTRUCTION AND LAND MANAGEMENT DEPARTMENT
P.O. BOX 24880
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

LEASE PARCEL
STA 1 WEST

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET				
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						REVISIONS			

**LEGAL DESCRIPTION
LEASE PARCEL
STA 1 WEST**

A parcel of lying in a portion of Sections 1, 2 and 3, Township 44 South, Range 39 East, Palm Beach County, Florida, being more particularly described as follows:

Being the North 350 feet of said Section 1 lying south of the Southerly right-of-way of State Road 880 (formally known as State Road 80), together with the North 370 feet of said Sections 2 and 3 lying south of the Southerly right-of-way line of said State Road 880. Said North line also being the south line of a Florida Power and Light easement.

The above parcel of land contains 85.5 acres more or less.

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EVERGLADES RESTORATION PROJECT
 STORM WATER TREATMENT AREA #1
 APPRAISAL DESCRIPTION
 PROPERTY OF
 ROTH FARMS, INC.

PARCEL 1:

BEING A PARCEL OF LAND SITUATE IN PARTS OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND OF HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST AND PART OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND PART OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 01°19'40" WEST, ALONG THE WEST LINE OF SAID SECTION 6 FOR A DISTANCE OF 5351.58 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE CONTINUE SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 40 EAST FOR A DISTANCE OF 1227.50 FEET TO A POINT 500 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT LEVEE L-7, AS NOW LAID OUT AND IN USE; THENCE RUN NORTH 34°28'58" EAST, ALONG A LINE PARALLEL TO AND 500 FEET MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF LEVEE L-7 FOR A DISTANCE OF 3175.74 FEET TO A POINT; THENCE AT RIGHT ANGLES TO THE PRECEDING COURSE RUN NORTH 55°31'02" WEST FOR A DISTANCE OF 100 FEET TO A POINT; THENCE AT RIGHT ANGLES TO THE PRECEDING COURSE RUN NORTH 34°28'58" EAST ALONG A LINE PARALLEL TO AND 600 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID LEVEE 7 FOR A DISTANCE OF 1500.00 FEET TO A POINT; SAID POINT BEING ON THE EAST-WEST QUARTER LINE OF SAID SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 17°54'26" EAST FOR A DISTANCE OF 2811.57 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6; SAID POINT BEING 1704.04 FEET WEST OF THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID LEVEE L-7 WITH THE NORTH LINE OF SECTION 6; THENCE RUN NORTH 00°09'18" WEST ALONG A LINE THROUGH HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST, AND THROUGH PART OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40

TOWNSHIPS 43 & 44 SOUTH
 RANGE 40 EAST
 PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 DEPARTMENT OF LAND MANAGEMENT
 P.O. BOX 24680
 3301 GUN CLUB ROAD
 WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
 STORM WATER TREATMENT AREA #1
 APPRAISAL SKETCH
 PROPERTY OF
 ROTH FARMS, INC.

DRAWN	CHECKED	DATE	REVISIONS	DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
MAJ		21NOV91		NO SCALE	STA-102-006	3 OF 6			

CADD FILE NO. ROTHS3

EAST FOR A DISTANCE OF 2002.36 FEET TO A POINT; SAID POINT BEING 75 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT LEVEE L-7 EXTENSION; THENCE RUN NORTH 88°28'36" WEST ALONG A LINE PARALLEL TO, AND 75 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF SAID LEVEE L-7 EXTENSION FOR A DISTANCE OF 1128.82 FEET TO A POINT; THENCE RUN SOUTH 00°31'24" WEST FOR A DISTANCE OF 96.82 FEET TO A POINT; THENCE RUN NORTH 88°28'36" WEST FOR A DISTANCE OF 437.6 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, AS NOW LAID OUT AND IN USE; THENCE RUN SOUTH 38°16'01" WEST FOR A DISTANCE 1280.00 FEET TO A POINT WHERE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 INTERSECTS THE SOUTH LINE OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 37°44'05" WEST ALONG SAID STATE ROAD 80 RIGHT-OF-WAY LINE FOR A DISTANCE OF 387.95 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE CONCAVED TO THE NORTHWEST HAVING A RADIUS OF 2009.86 FEET AND A CENTRAL ANGLE OF 22°13'56" FOR A DISTANCE OF 779.88 FEET TO A POINT WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE NORTHWESTERLY LINE OF HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 37°04'46" WEST ALONG SAID WESTERLY LINE OF HIATUS LOT 6 FOR A DISTANCE OF 167.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6 AND THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 370.12 FEET TO A POINT ON A LINE PARALLEL WITH AND SOUTHERLY 370.00 FEET FROM THE NORTH LINE OF SAID SECTION 6, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°51'30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 159.98 FEET; THENCE NORTH 85°05'41" EAST A DISTANCE OF 2348.15 FEET TO A LINE PARALLEL WITH AND SOUTHERLY 175.00 FEET FROM THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89°51'30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 733.90 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED ABOVE.

CONTAINING 271 ACRES, MORE OR LESS.

TOWNSHIPS 43 & 44 SOUTH
RANGE 40 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF LAND MANAGEMENT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
STORM WATER TREATMENT AREA #1
APPRAISAL SKETCH
PROPERTY OF
ROTH FARMS, INC.

DRAWN	CHECKED	DATE	REVISIONS	DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
MAJ		21NOV91		MAJ		21NOV91	NO SCALE	STA-102-006	4 OF 6

CADD FILE NO. ROTHS4

PARCEL 2:



BEING A PARCEL OF LAND SITUATE IN PARTS OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND OF HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST AND PART OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND PART OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SAID SECTION 6 FOR A DISTANCE OF 5351.58 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE CONTINUE SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 40 EAST FOR A DISTANCE OF 1227.50 FEET TO A POINT 500 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT LEVEE L-7, AS NOW LAID OUT AND IN USE; THENCE RUN NORTH 34°28'58" EAST, ALONG A LINE PARALLEL TO AND 500 FEET MEASURED AT RIGHT ANGLES TO SAID WESTERLY RIGHT-OF-WAY LINE OF LEVEE L-7 FOR A DISTANCE OF 3175.74 FEET TO A POINT; THENCE AT RIGHT ANGLES TO THE PRECEDING COURSE RUN NORTH 55°31'02" WEST FOR A DISTANCE OF 100 FEET TO A POINT; THENCE AT RIGHT ANGLES TO THE PRECEDING COURSE RUN NORTH 34°28'58" EAST ALONG A LINE PARALLEL TO AND 600 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID LEVEE 7 FOR A DISTANCE OF 1500.00 FEET TO A POINT; SAID POINT BEING ON THE EAST-WEST QUARTER LINE OF SAID SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 17°54'26" EAST FOR A DISTANCE OF 2811.57 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6; SAID POINT BEING 1704.04 FEET WEST OF THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID LEVEE L-7 WITH THE NORTH LINE OF SECTION 6; THENCE RUN NORTH 00°09'18" WEST ALONG A LINE THROUGH HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST, AND THROUGH PART OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND THROUGH PART OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST FOR A DISTANCE OF 2002.36 FEET TO A POINT; SAID POINT BEING 75 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT LEVEE L-7 EXTENSION; THENCE RUN NORTH 88°28'36" WEST ALONG A LINE PARALLEL TO, AND 75 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF SAID LEVEE L-7 EXTENSION FOR A DISTANCE OF 1128.82

TOWNSHIPS 43 & 44 SOUTH
RANGE 40 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF LAND MANAGEMENT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
STORM WATER TREATMENT AREA #1
APPRAISAL SKETCH
PROPERTY OF
ROTH FARMS, INC.

DRAWN	CHECKED	DATE	REVISIONS	DRAWN	CHECKED	DATE	SHEET
MAJ		21NOV91		NO SCALE		STA-102--006	5 OF 6

CADD FILE NO. ROTHS5

FEET TO A POINT; THENCE RUN SOUTH 00°31'24" WEST FOR A DISTANCE OF 96.82 FEET TO A POINT; THENCE RUN NORTH 88°28'36" WEST FOR A DISTANCE OF 437.6 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, AS NOW LAID OUT AND IN USE; THENCE RUN SOUTH 38°16'01" WEST FOR A DISTANCE 1280.00 FEET TO A POINT WHERE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 INTERSECTS THE SOUTH LINE OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 37°44'05" WEST ALONG SAID STATE ROAD 80 RIGHT-OF-WAY LINE FOR A DISTANCE OF 387.95 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE CONCAVED TO THE NORTHWEST HAVING A RADIUS OF 2009.86 FEET AND A CENTRAL ANGLE OF 22°13'56" FOR A DISTANCE OF 779.88 FEET TO A POINT WHERE SAID RIGHT-OF-WAY LINE INTERSECTS THE NORTHWESTERLY LINE OF HIATUS LOT 6, BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 37°04'46" WEST ALONG SAID WESTERLY LINE OF HIATUS LOT 6 FOR A DISTANCE OF 167.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6 AND THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 01°19'40" WEST ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 370.12 FEET TO A POINT ON A LINE PARALLEL WITH AND SOUTHERLY 370.00 FEET FROM THE NORTH LINE OF SAID SECTION 6, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°51'30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 159.98 FEET; THENCE NORTH 85°05'41" EAST A DISTANCE OF 2348.15 FEET TO A LINE PARALLEL WITH AND SOUTHERLY 175.00 FEET FROM THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 89°51'30" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 733.90 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED ABOVE.

CONTAINING 126 ACRES, MORE OR LESS.

TOWNSHIPS 43 & 44 SOUTH
RANGE 40 EAST
PALM BEACH COUNTY

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DEPARTMENT OF LAND MANAGEMENT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EVERGLADES RESTORATION PROJECT
STORM WATER TREATMENT AREA #1
APPRAISAL SKETCH
PROPERTY OF
ROTH FARMS, INC.

DRAWN	CHECKED	DATE	REVISIONS	DRAWN	CHECKED	DATE	SCALE
MAJ		21NOV91		MAJ		21NOV91	NO SCALE
							DRAWING NUMBER
							STA-102-006
							SHEET
							6 OF 6

CADD FILE NO. ROTHS6

Line No.: _____ Parcel No.: _____
Line Name: _____
Structure No.: _____
Section, Township, Range: _____

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to _____, whose mailing address is _____ hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in _____ OR Book _____, at Page _____, public Records of _____ County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of the Lands by Licensee, shall be solely for the purpose of _____ as shown on the plans and specifications submitted by Licensee, attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.
2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.
3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 (14)), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.
4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.
5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade.
6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.
7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed

within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

19. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this _____ day of _____, 20__.

Witnesses:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Witnesses:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Its: _____
Print Name: _____

LICENSEE:

By: _____
Its: _____
Print Name: _____

(Corporate Seal)

CCC/DGE
3740#RM.Con (4C)

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Partial Assignment and Assumption of Lease from the South Florida Water Management District (SFWMD).

Summary: On April 10, 2007, the Board approved an Agreement for Exchange with the SFWMD (R2007-0514) (Exchange Agreement). Pursuant to the Exchange Agreement, SFWMD is conveying 96.18 acres of land to the County. SFWMD currently leases a portion of the 96.18 acres to Roth Farms, Inc. A condition of the Exchange Agreement is that SFWMD assign its interest in the Lease with Roth Farms, Inc. to the County. The Lease expires February 25, 2008, and can be terminated upon 180 days prior written notice or harvest of the then current crop. Because SFWMD is only charging the County for 11.57 of the 96.18 acres, the County is not requiring SFWMD to refund a pro-rata share of the \$9,548.00 advanced rental payment previously collected by SFWMD. Staff intends to close the exchange within 15 days of Board approval. (PREM) Countywide/District 6 (HJF)

Background and Justification: As part of the proposed multi-use development of the 20-Mile Bend property, the Board approved the Exchange Agreement on April 10, 2007. The proposed development of 20-Mile Bend will include a SFWMD Field Station, a PBSO Law Enforcement Training Facility, a Palm Beach Community College Public Safety Training Facility, and a Public Shooting Park. As a condition precedent to the closing of the exchange, the County was required to enter into a lease with SFWMD providing SFWMD the right to install communications equipment on the County's Communication Tower at 20-Mile Bend. SFWMD has requested that the execution of the tower lease be delayed until SFWMD has finalized its technical requirements for the communication tower space. At closing, SFWMD will provide a waiver of the foregoing condition precedent. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. However, Staff is requesting such Disclosure for all transactions with private entities. The County Attorney's Office is of the opinion that such Disclosure is not required for transactions between the County and another governmental entity. As such, Staff did not request a disclosure from SFWMD. Roth Farms, Inc. provided a Disclosure which is attached as Attachment 3. This Disclosure identifies the ownership interests of Roth Farms, Inc. as Raymond R. Roth with a 63.25% interest and Cynthia G. Roth, Susan K. Roth, and Mary C. Lecroy each with a 12.25% interest.

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Attachments:

- 1. Location Map
- 2. Partial Assignment and Assumption of Lease
- 3. Disclosure of Beneficial Interests
- 4. April 10, 2007 agenda item

Recommended By: [Signature] Department Director Date: 6/22/07

Approved By: [Signature] County Administrator Date: 7/10/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

No Fiscal Impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]

 OFMB
[Date] 6/24/07

[Signature] 7/3/07

 Contract Development and Control
[Date] 7/3/07

B. Legal Sufficiency:

[Signature]

 Assistant County Attorney
Assignment not signed by District at time of CAD review.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

3H-26

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

NIK 70
R-2007-0514
R-2007-0518

Meeting Date: April 10, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve Agreement for Exchange (Exchange Agreement) with South Florida Water Management District (SFWMD) for portions of the SFWMD's 20 Mile Bend Property located south of State Road 80 and the L-7 Levee, and east of County Road 880;
- B) approve County Deed conveying a .90 acre parcel of land to SFWMD as part of the Agreement for Exchange;
- C) adopt Resolution approving the Agreement for Exchange with SFWMD without reservation of mineral rights;
- D) approve Staff concluding negotiations with the Palm Beach Community College (PBCC) for the donation of land for construction of a Public Safety Training Facility; and
- E) approve Staff commencing discussions with the Florida Fish and Wildlife Conservation Commission (FWCC) to develop a business plan for a public shooting park.

Summary: SFWMD currently owns approximately 135 acres of property immediately to the west of the County's Law Enforcement Training Facility at 20 Mile Bend. A multi-use development ultimately consisting of four uses (SFWMD Field Station, County Law Enforcement Training Facility, Palm Beach Community College Public Safety Training Facility, and Public Shooting Park) is proposed and requires a re-alignment of property ownership and joint master planning for the entire site to facilitate effective and orderly development of the property. The Exchange Agreement provides for SFWMD to: 1) convey by Quitclaim Deed 11.57 acres for an expansion to the County's Law Enforcement Training Facility, 2) convey by Quitclaim Deed 84.61 acres for the development of a public shooting range, 3) dedicate by plat 5.51 acres for an internal circulation road, 4) grant an ingress/egress easement to access Boat Ramp Road, and 5) donate 20,000 cubic yards of fill from a nearby stormwater treatment area. The County will pay \$25,000/ acre appraised value for the 11.57 acres that is being added to the Law Enforcement Training Facility and there is no compensation for the remainder of the property to be conveyed. In exchange, the County will; 1) convey by County Deed .90 acres to SFWMD, 2) grant a lease to SFWMD for the installation and maintenance of radio equipment on the existing and adjacent County tower, and 3) apply for and secure re-zoning, subdivision and storm water management conceptual approvals for the entire 200 acre parcel. Neither the County or SFWMD's deeds will include any reservations for phosphate, minerals, metals, and petroleum rights. The Exchange Agreement contains a 60 day inspection period to perform due diligence, including an environmental assessment. If approved by the BCC, Staff will conclude its on-going negotiations with PBCC for the donation of 21.5 acres of the Law Enforcement Training Facility property for the development of a Joint Public Safety Training Facility pursuant to the terms conceptually approved by the BCC on September 25, 2005 and further defined in the Exchange Agreement. It is Staff's intent to present the donation agreement to the BCC at a meeting in June. In addition, Staff will formalize its discussions with the FWCC to develop a business plan for the funding, design, construction and operation of a public shooting park including public input workshops. It is Staff's intent to present the business plan to the BCC in September. (PREM) Countywide/District 6 (HJF)

continued on page 3

Attachments:

- 1. Location Map
- 2. Agreement for Exchange
- 3. County Deed
- 4. Resolution
- 5. Budget Availability Statement

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Recommended By: Keith Anthony Wolf 3/24/07

Department Director

Date

Approved By: [Signature] 4/4/07

County Administrator

Date

ATTACHMENT # 5

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>289,250</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>289,250</u>	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 3803 Dept 411 Unit B377 Object 6101
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: The expenditures identified above represent the acquisition costs associated with the purchase of 11.57 acres from the SFWMD and funding for this expenditure was budgeted for from Law Enforcement Impact Fees in the FY 06 CIP. In addition the BCC previously approved \$50,000 for the preparation of the Feasibility Study for the PBCC Public Safety Training Facility at this property.

This Agreement does obligate the County to accelerate the expansion of the Law Enforcement Training Facility to accommodate the construction of the PBCC Public Safety Training Facility with notice by the PBCC in sufficient time to include the that funding in a subsequent fiscal year.

The donation agreement with PBCC is anticipated to be brought to the BCC for their approval in June '07

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments: The County is obligated to extend water & sewer, and road improvements in the event PBCC constructs its facility. As part of the donation agreement to be entered with PBCC, the County will pass these obligations onto PBCC.

[Handwritten signatures and dates]
 OFMB *[Signature]* 3/29/07
 Contract Development and Control *[Signature]* 4/13/07
 Assistant County Attorney *[Signature]* 4/5/07

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Background and Justification

Exchange Agreement: The SFWMD's 20 Mile Bend Property consists of approximately 135 acres prior to the Exchange Agreement. The Exchange Agreement provides for the re-alignment in ownership as follows.

Current Ownership	Acres	Ownership After Agreement	Acres
SFWMD	135.04 acres	SFWMD - Field Station	34.25
County - LE Training Facilities	65.57 acres	County - LE Training Facilities	78.48
County - Tower	1.19 acres	County - Tower	1.19
		County - Public Shooting Park	81.18
		County - ROW Dedication	5.51
Total	200.61		200.61

The 96.18 acres of property will be conveyed to the County from SFWMD without reservation of mineral rights and the County will convey the .9 acre property to the SFWMD in the same manner. The Agreement provides for an Inspection Period of sixty (60) days from the date the Board of County Commissioners signs the Agreement to perform an Environmental Site Analysis and any additional necessary due diligence. SFWMD is a corporate body politic pursuant to the Constitution of the State of Florida, and therefore, no Disclosure of Beneficial Interest is required.

There are various terms of the Exchange Agreement which should be noted. SFWMD granted the County an easement, dated July 16, 1996 (R96-971-D), for access rights to Boat Ramp Road, north of the 20 Mile Bend Property. Additional access easements across the L-7 Levee and Boat Ramp Road will be entered into by the County and PBCC with SFWMD to facilitate the development of the property.

Roth Farms Inc. currently leases a portion of the SFWMD property. The lease between Roth Farms Inc. and SFWMD expires February 25, 2008, and has no provisions to renew or extend the Lease Agreement. The lease can be terminated by the Lessor upon 180 days prior written notice or upon harvest of the then current crop, whichever is later. A portion of the property leased by Roth Farms Inc. will be conveyed to the County. As part of the conveyance of property to the County, SFWMD will assign to the County a portion of the lease between Roth Farms Inc. and SFWMD. Because of the land contribution by SFWMD, the County will not require SFWMD to refund any of the advanced rental payment previously collected by SFWMD.

Due to the nature of the uses on the property, both parties acknowledge that joint planning for the effective and orderly development must take place up front and into the future and that each of the parties need to protect its investment in the property as well as its ability to use the property for its intended purpose. In order to implement this in the long term, both the County and SFWMD agree and acknowledge that the other party has the right of first refusal on any portion of the 20 Mile Bend Property that is to be sold to a non-governmental user or for a use other than that contemplated.

The Exchange Agreement contains development obligations of the County which include costs associated with re-zoning and platting the 200 acres, as well as the permitting of a surface water management system sufficient to secure a Environmental Resources Permit (ERP) from the Department of Environmental Protection (DEP) for the entire 200 acres. The County and SFWMD submitted a joint application to re-zone the acreage not currently zoned Public Ownership (PO) on February 21, 2007 along with two waivers to the subdivision provisions of the ULDC. The first waiver is from the requirement that each lot abut a street providing said lot with legal access consistent with the standards. Staff is proposing that the variance be granted to allow access from Levee Access Road which is governed by a recorded 40' Easement Agreement giving the County maintenance responsibility. The second variance is from the requirement that the time of completion of all required improvements be no longer than 21 months from the date of the issuance of the Land Development permit. Staff is proposing that a variance be granted to tie the completion of the construction of the internal 80' right of way to the certificate of occupancy of the first building in the SFWMD Field Station and not before.

After rezoning, the County will submit for subdivision plan approval and then plat the entire 200 acres. As part of the platting process, SFWMD has agreed to dedicate an 80 foot wide internal circulation road. SFWMD will be responsible for the construction of the internal circulation road upon the earlier of either the termination of the County's and/or PBCC's rights under the Access Easement agreements for Boat Ramp Road, or the construction of SFWMD's field station (assuming the waiver discussed above is granted). Concurrent with the rezoning and platting, the County will be preparing the ERP.

Background and Justification (con't)

PBCC Public Safety Training Facility. On September 25, 2005 the BCC received and filed the Feasibility Study for the Palm Beach Community College Public Safety Training Facility at the County's Law Enforcement Training Facility. At the same meeting, the BCC authorized Staff to commence negotiations with PBCC for the terms of a donation of approximately 13.6 acres its Public Safety Training Facility with an option for the donation of an additional 7.9 acres. The Exchange Agreement will increase the acreage associated with the Law Enforcement Training Facilities sufficient to allow for the donation of up to 21.5 acres. Also at that time, the BCC approved the key terms of the donation with PBCC which have been summarized below. A brief status on each has also been included.

1. County will purchase land from SFWMD for the purpose of the Public Safety Training Facility. This is completed with the Exchange Agreement.

2. County will convey to PBCC at no cost, but for transaction costs, 13.6 acres for the purpose of constructing and operating a Public Safety Training Facility. The conveyance shall be subject to use restrictions for public safety educational facilities and training purposes and a reverter clause for continuous use contingent upon; 1) meeting minimum design and construction requirements and use restrictions, 2) entering into a design agreement for the facilities prior to September 27, 2010, and 3) having commenced construction on a major phase of the facilities prior to September 27, 2013. The land transfer will be accomplished with the Donation Agreement

2b. County shall secure a non-exclusive access easement from CR 880 to the Training Facility for use as primary access to the Public Safety Training Facility. This is completed with the Exchange Agreement along with the requirement for alternate access from the internal circulation road to be dedicated by plat in the event that the easement rights are terminated.

3. County shall reserve 7.9 acres for the exclusive use of PBCC for a period of five years for the use of fire training props in the event that the State Fire Marshall states in writing that it can not certify the educational programs without the props being physically located at the Public Safety Training Facility. The land required to meet this obligation will exist with the completion of this Agreement.

4. County will utilize up to three acres of County property for the purpose of accommodating storm water from the 21.5 acre Public Safety Training Facility. The County agrees to construct the lake which will be used to meet the Public Safety Training Facilities' storm water requirements as part of the Law Enforcement Training Facility Expansion Project provided PBCC; 1) gives adequate notice to County by March 1 for funding in the following fiscal year beginning in October, and 2) provides adequate notice to allow for design and construction. The ERP being prepared will set forth the overall storm water management plan for the entire 200 acres with the first three acres of storm water being addressed within the County's training lake being constructed as part of the Law Enforcement Training Facility Expansion project. The College has informally given notice to the County and as such Staff is including the costs of the expansion of the Law Enforcement Training Facility in the FY 07 budget. Formal notice should be forthcoming at the end of the legislative session in time to re-enforce or postpone this funding requirement.

5. PBCC shall pursue and make every attempt to co-utilize the non-classroom training props at the PBCFR Training Facility at Skees Rd in lieu of constructing same at 20 Mile Bend. PBC Fire Rescue, PBCC and the State Fire Marshal are working together to develop a memorandum of understanding which will identify the key terms of a joint use interlocal agreement which can be approved by the State at such time that the PBCFR Training Facility receives its certification.

6. PBCC will negotiate an amendment to the interlocal agreements for the use of the Law Enforcement Training Facility and Driving Range with similar terms to the existing agreements. This requirement will be included in the Donation Agreement.

7. PBCC will consult with the County and allow the County to review plans for the Public Safety Training Facility to ensure that the design does not inhibit the use of the County's existing or proposed Law Enforcement Training Facility and that the parking can be jointly used by the County/PBSO for training purposes subject only to schedule coordination. PBCC will design its non-classroom training facilities (that are not available at the County's law enforcement training facility) with sufficient capacity, either by design or reasonable schedule allocation, to allow for shared use by the Sheriff at no cost. This will be addressed in detail in the Donation Agreement.

8. PBCC will design, construct and fund the access road to the Training Facility from CR 880 within the access easement granted by the County. The PBCC will not be required to fund access road improvements requested by the County which are beyond those required to accommodate the Training Facility. The traffic study prepared for the re-zoning application only required improvements within the access easement along Levee Access Road as a result of PBCC traffic generation patterns. In addition, PBCC will agree to design (construct and grant an easement over) its facilities in such a way that which will allow access to the Shooting Park from Levee Access Road on the same improvements being constructed for the Public Safety Training Facilities until such time that the internal circulation road is constructed by SFWMD. The requirement to make those improvements will be included in the Donation Agreement.

Background and Justification (con't)

9. PBCC will allow for special event public parking in the parking area of the Public Safety Training Facility subject to a special event license agreement. In the event that County is the licensee, no fees shall be associated with the license agreement. This requirement will be included in the Donation Agreement.

10. PBCC will allow PBSO/County to use classrooms and other training facilities at the Public Safety Joint Training Facility at no cost to the County/PBSO when not being used for PBCC purposes, subject only to schedule requirements. This requirement will be included in the Donation Agreement.

11. PBCC will allow the County to use the Public Safety Training Facility for events sponsored and permitted by the PBC Sports Commission subject to a separate written agreement governing use and fees for recovery of out of pocket expenses. This requirement will be included in the Donation Agreement.

12. PBCC acknowledges 1) the County's voluntary expenditure of \$530,000 in support of the land acquisition and construction for PBCC, 2) the County investment of approximately \$2,250,000 in existing and proposed non-classroom law enforcement training facilities, 3) the County commitment to fund its expansion to the Law Enforcement Training Facility in a time frame required to support the construction of the Public Safety Training Facility, and 4) the use of the PBCFR Training Facility would save approximately \$3,100,000 by the sharing of non-classroom fire rescue training facilities. As such, PBCC agrees not to request any additional monies from the County or PBSO in support of design and/or construction of the Public Safety Training Facilities. This acknowledgment will be included in the Donation Agreement.

13. PBCC will agree to include the language "Funded in part by the Palm Beach County Board of County Commissioners" to any promotional materials and permanent signage at the facility. This requirement will be included in the donation agreement.

In addition, the following terms are requirements of the Exchange Agreement that will be included in the Donation Agreement that arose subsequent to the BCC's direction on the Feasibility Study, during the negotiations with SFWMD. During negotiations with SFWMD, PBCC concurred with each becoming a part of the Donation Agreement.

1. The County is required to master plan (re-zoning, subdivision plan and platting) and secure a storm water permit for the County, PBCC, and SFWMD properties. PBCC has agreed to fund the costs of the master plan directly related to the PBCC property and 50% of all costs associated with the preparation of the ERP. This obligation will be included in the Donation Agreement.

2. The County is required to extend (and up size the pipes if necessary) water and wastewater infrastructure to the Public Safety Training Facilities to accommodate the SFWMD's estimated requirements and extend the lines to the western property line of the Public Training Facility property line. This obligation will be included in the Donation Agreement as well as the obligation to provide a connection point for the Law Enforcement Training Facility at no cost to the County.

Public Shooting Park.

In 1992, the Board reviewed a staff report and task force recommendations on potential sites for a Public Shooting Park and provided direction to identify a site and an appropriate approach for the construction/operation of same to meet the needs of recreational/competition shooters. Later that year the Shooting Ordinance (which prohibits shooting generally east of 20 Mile Bend) was adopted as direct result of encroachment of growth in the formerly undeveloped area where citizens previously were able to shoot safely. While the Ordinance does not require the County to construct a range, it was discussed that the County would continue its on-going efforts to site such a facility. Since that time the need for a public shooting park grew due to development pressures closing all of the long arm, sporting clay, and skeet and trap ranges in Palm Beach County. Only a handful of indoor ranges exist for handgun use. This is all during the same time that the number of recreational/competition shooters and persons with hunting permits are also growing. The BCC re-affirmed its direction to Staff to identify and secure a site for the public shooting park in workshops in 1998 and again in 2002. Securing the property is a significant milestone in getting a Public Shooting Park but there is still a lot of planning that needs to take place to deliver a Park (possibly in phases) that addresses the most immediate needs first in an economical manner.

For planning purposes, the County's Public Shooting Program Coordinator, FDO Staff and FWCC have identified the most needed facilities and the likely mix of ranges and amenities to meet the needs of the public. However, the actual number and type of ranges to be provided still needs to be determined during the summer through a series of public workshops and after a thorough analysis of the number of hunting permits and enrollment in hunter education and safety courses has been completed. This effort will also allow for the development costs to be estimated for the purposes of; 1) identifying funding sources, and 2) influencing the development and phasing plan for the Shooting Park.

Background and Justification (con't)

FWCC has expressed an interest in either taking the lead in the operation or partnering with the County in the operation of the Shooting Park. Statewide, there are a number of examples of local partnerships with FWCC to deliver shooting parks including FWCC taking the lead in operation to the County taking the lead in operation with funding and technical support from the FWCC. County Staff is proposing that it proceed jointly with FWCC to staff the public workshop and develop a business plan for PBC's Shooting Park which best serves the needs of our residents and report back to the Board in September 2007 with a business plan that; 1) identifies the proposed operating model for the range, 2) the desired facilities and amenities phased to possible funding scenarios, and 3) funding sources for both the development and long term operation of the Shooting Park.

As far as funding is concerned, Parks and Recreation has allocated \$500,000 in FY 07 from Parks Bond proceeds for the design of the Park. In addition, in January 2007, Parks identified an additional \$3,000,000 in funding towards the Park being necessary within the next 10 years. Even with this funding allocation, it is anticipated that the total cost of constructing a shooting park will be at least double that for all of the anticipated facilities. Additional funding sources will need to be identified. The timing and amount of additional funding will be a function of the approach to the development of the park chosen and the recommended operating model.

In preliminary discussions with FWCC, they have indicated a willingness to consider the allocation of their annual range enhancement (Pittman-Robertson Act funds) towards this project and have been working closely with the Florida Wildlife Foundation to secure private funding for the development of this public shooting park. FDO and FWCC Staffs are proposing to jointly staff the public workshops and develop a business plan as discussed above for consideration by the FWCC and BCC in September 2007.