

Meeting Date: February 5, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

1/31/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$11,752.67)	(\$13,742.39)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$11,752.67)	(\$13,742.39)	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6202 Program _____

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

Revenue from lease will be allocated to the General Fund.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jan Doul 1-29-08
OFMB 1/29/08 CN 1/24/08
1/30/08 1/30/08 1/30/08
Contract Development and Control

This amendment complies with
our review requirements.

B. Legal Sufficiency:

1/31/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

61

P-9

SEE PG 49

P40

X

W

19

25

30

T43

20

36

31

T43

21

1

6

T44

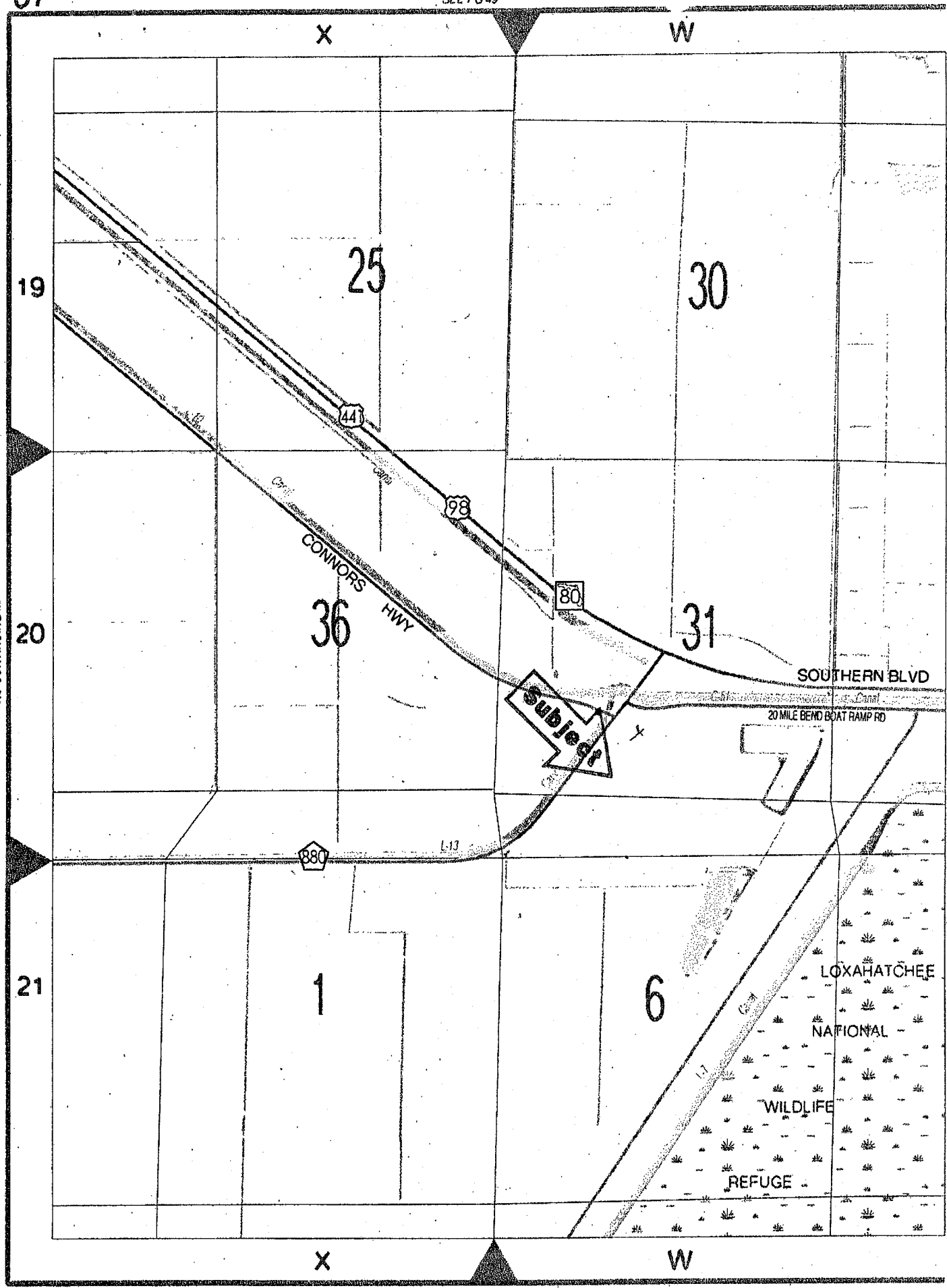
X

W

61

NO CONTINUING MAP

NO CONTINUING MAP



LOCATION MAP

ATTACHMENT #1 (3)

**FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
PALM BEACH COUNTY,
AND
ROTH FARMS, INC.**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is made and entered into _____ by and between the South Florida Water Management District, a public corporation of the State of Florida ("District"), Palm Beach County, a political subdivision of the State of Florida ("County"), and Roth Farms, Inc., a Florida corporation ("Lessee").

WITNESSETH:

WHEREAS, District and Lessee entered into a seven (7) year Lease Agreement dated February 26, 1998, said Lease Agreement also being identified as Agreement No. C-9318 (the "Lease"), with the option to extend for three (3) successive one (1) year periods, wherein Lessee leased from District certain lands commonly referred to as Parcel 2, STA 1 W and identified therein as the Premises; and

WHEREAS, District and Lessee entered into Amendment No. 01 to the Lease on January 12, 2001, which added a parcel of land to the Premises leased by Lessee, and amended certain provisions of Article I, Statement of Work; and

WHEREAS, District and Lessee entered into Amendment No. 02 to the Lease on March 12, 2004, which reduced the number of acres in the Premises and reduced the amount of annual rent due; and

WHEREAS, District and Lessee entered into Amendment No. 03 to the Lease on June 6, 2005, which: (i) extended the Lease by three (3) years effective February 26, 2005, and established a new Lease expiration date of February 25, 2008; (ii) reduced the number of acres in the Premises; and (iii) reduced the amount of annual rent due; and

WHEREAS, upon District's conveyance of a portion of the Premises to County, District assigned to County all of District's rights, title, and interest in and to the Lease as applicable to the portion of the Premises conveyed to County, said assignment being set forth in the Partial Assignment and Assumption of Lease between District and County dated October 2, 2007 (R2007-1722) ("Assignment"); and

WHEREAS, the parties wish to (i) extend the term of the Lease for two (2) years with an additional one (1) year extension option; (ii) redefine "Premises" to reinstate a portion of the land that was removed from the terms of the Lease by previous lease amendments; and (iii) establish the annual rental rate for the extended Lease term; and

WHEREAS, the Lease may be amended with the prior written approval of the parties.

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

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease, as amended.
2. It is hereby ratified that by virtue of the Assignment, the term "Parties" includes County, County is the landlord under the Lease relating to the portion of the Premises conveyed to County, and that County has all the rights, interest, benefits, and privileges under the Lease that District had as applicable to the portion of the Premises conveyed to County.
3. The terms "Additional Premises" and "Total Premises" are hereby deleted. Exhibit "A", as amended, is deleted in its entirety and replaced with the attached Exhibit "A". The Lease is modified to define "Premises" as follows:

Exhibit "A" attached hereto and made a part hereof describes the real property subject to the terms of the Lease (the "Premises"). Exhibit "A" is a composite exhibit consisting of Exhibit "A-1" and Exhibit "A-2". Exhibit "A-1" describes the portion of the Premises owned by the District ("District Property") and Exhibit "A-2" describes the portion of the Premises owned by the County ("County Property").

4. Article 1, Sections 1.1 and 1.2 of the Lease, as amended, is modified to allow the Lessee to use the Premises for farming of ground crops.

5. Article 1 of the Lease, as amended, is modified to add Section 1.21 as follows:

1.21 Lessee shall maintain and keep drained all portions of the Premises, including, without limitation, keeping vegetation cut and draining those portions of the Premises not being actively farmed to ensure no adverse environmental impact occurs. The net farming area within the limits of the Premises has been determined to be 106.69 acres ("Farming Area" or "Farming Acres"). The Farming Area is depicted on Exhibit "B" attached hereto and made a part hereof.

6. Article 2 of the Lease, as amended, is modified to provide that the term of the Lease is hereby extended for two (2) years commencing on February 26, 2008, and expiring on February 25, 2010. The Lease term for the Premises may be extended at the sole discretion of the District and County for an additional period of one (1) year. In the event that either District or County does not wish to extend the term of the Lease for the Premises, District and County shall each have the right as it pertains to their respective properties to extend the term of the Lease for an additional period of one (1) year.

7. Article 3, Section 3.1 of the Lease, as amended, is modified to add the following annual payment schedule:

Term	Per Acre Lease Rate/ Total # of Farming Acres	Annual Payment
2/26/2008 – 2/25/2009	\$196.69 / 106.69 acres	\$ 18,484.08 *
2/26/2009 – 2/25/2010	\$202.59 / 106.69 acres	\$ 21,613.53
2/26/2010 – 2/25/2011	\$208.67 / 106.69 acres	\$ 22,262.18

* reflects a one time credit of \$2,500.00 to be applied to the first year's Annual Payment to offset Lessee's cost for Lessee's removal of debris that is required to make a portion of the Farming Acres usable for farming.

7. The following is added to the end of Article 3, Section 3.1 of the Lease:

Lessee shall pay to the District the Annual Payment as set forth herein. District shall be responsible for forwarding County's pro rata share of the Annual Payment to County at the address set forth in Section 5.2, as amended, within 30 days after Lessee's payment to District. Based on acreage owned, County's pro rata share of the Annual Payment shall be 63.58 % of the Annual Payment.

8. Article 3, Section 3.2 of the Lease is modified to provide that Lessee shall pay to the District any and all applicable sales and use taxes in connection with the Lessee's use of any District-owned and/or County-owned real property. District shall remit such payments to the Florida Department of Revenue as provided for in Section 3.2.

9. Article 5, Section 5.1 is modified to add the following:

The Project Manager for the County is the Director of PREM at 2633 Vista Parkway, West Palm Beach, FL 33411.

10. Article 5, Section 5.2 is modified to add the following:

All notices to County under this Lease shall be sent by certified mail to:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

11. Article 6, Section 6.2 is modified to require Lessee to comply with County's insurance requirements as set forth in Exhibit "C-1" attached hereto and made a part hereof, in addition to the District's insurance requirements as set forth in the Lease.

12. Article 7, Section 7.4, is modified to add the following:

Notwithstanding anything to the contrary contained herein, this Section shall not be applicable to County. In any legal action involving County, each party shall be responsible for its own attorney's fees.

13. Article 7 of the Lease, as amended, is modified to add Section 7.6 as follows:

7.6 Upon termination of the Lease, Lessee shall assign to County the Surface Water Management Permit issued by District relating to County Property.

14. Except as set forth herein, the Lease as amended remains unmodified and in full force and effect, and District, County and Lessee hereby ratify, confirm, and adopt the Lease as amended hereby.

15. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the South Florida Water Management District and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

REMAINDER OF PAGE INTENTIONALLY REMAINS BLANK

IN WITNESS WHEREOF, the parties have duly executed this Fourth Amendment as of the day and year first written above.

DISTRICT:

ATTEST:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida

By: _____
District Clerk/Secretary

By: _____
Carol A. Wehle, Executive Director

REVIEWED AND APPROVED
AS TO LEGAL FORM

District Attorney

Date of Execution by SFWMD

ATTEST:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

LESSEE:
ROTH FARMS, INC.,
a Florida corporation

Witness Signature

By: _____
Raymond R. Roth, Jr., President

Print Witness Name

Witness Signature

Print Witness Name

EXHIBIT "A"

PREMISES

EXHIBIT "A-1" (DISTRICT PROPERTY)

EXHIBIT "A-2" (COUNTY PROPERTY)

EXHIBIT "A-1"
DISTRICT PROPERTY

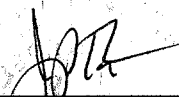
A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING SOUTH OF SAID SECTION 31, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE WESTERLY BOUNDARY OF A PALM BEACH COUNTY PARCEL, RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 2002.36 FEET;
THENCE CONTINUE ALONG SAID BOUNDARY, N88°28'36"W FOR 704.67 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N88°28'36"W FOR 423.61 FEET;
THENCE S00°31'24"W FOR 96.82 FEET;
THENCE N88°28'36"W FOR 437.60 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80), PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93140-2504;
THENCE ALONG SAID RIGHT-OF-WAY S38°16'01"W FOR 1280.00 FEET;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S37°44'05"W FOR 255.24 FEET;
THENCE DEPARTING SAID RIGHT-OF-WAY, S07°15'55"E FOR 63.31 FEET;
THENCE S52°15'55"E FOR 132.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 620.00 FEET;
THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 92°37'52" FOR 1002.36 FEET TO A POINT OF TANGENCY;
THENCE N35°06'13"E FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET;
THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 287.64 FEET TO A POINT OF TANGENCY;
THENCE N56°13'57"E FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 460.00 FEET;
THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°13'57" FOR 451.46 FEET TO A POINT OF TANGENCY;
THENCE N00°00'00"E FOR 160.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET;
THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°19'04" FOR 22.39 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET;
THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°31'12" FOR 30.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.51 ACRES, MORE OR LESS.

BEARING BASIS: S89°52'59"W ALONG THE NORTH LINE OF SECTION 6.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: ~~JAN 0 8 2000~~



BROWN & PHILLIPS, INC.

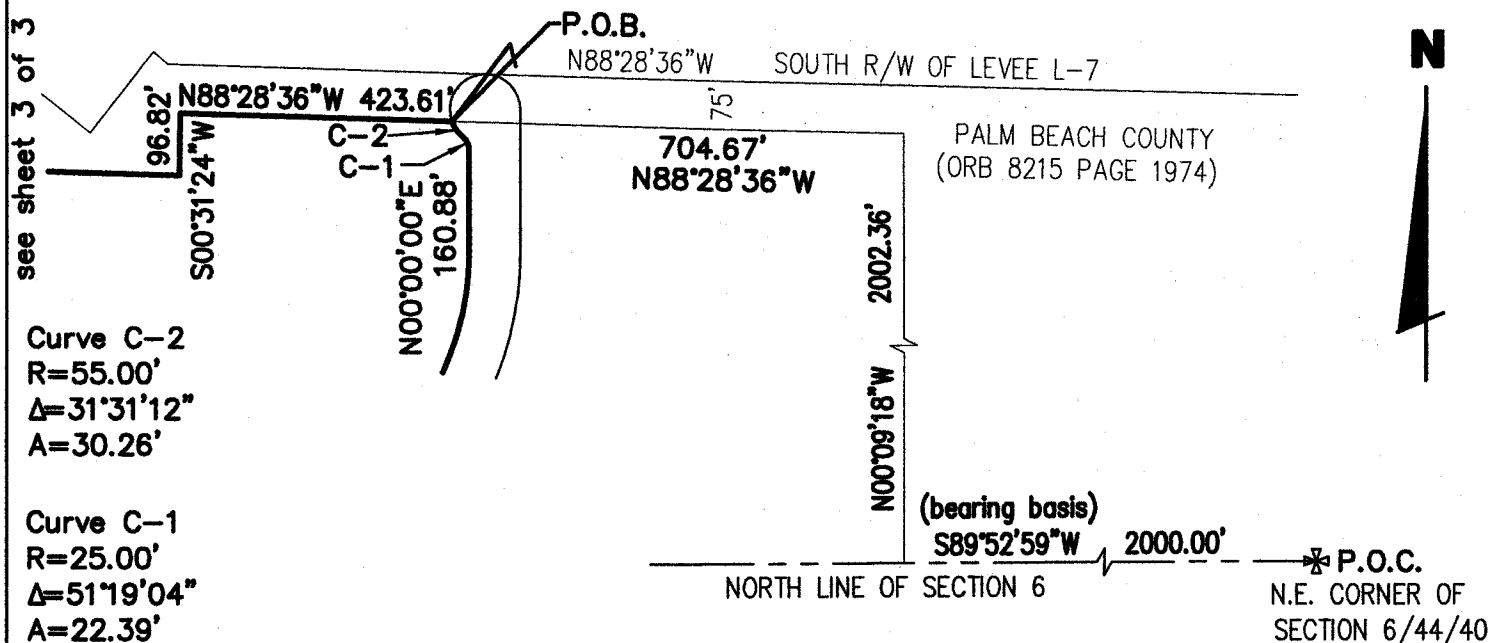
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX.

LEGAL DESCRIPTION

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CHECKED: JEP	SCALE: NONE
SFWMD FIELD STATION	DATE: 3/12/07
	SHEET 1 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
 FDOT — FLORIDA DEPARTMENT OF TRANSPORTATION



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PROFESSIONAL SURVEYING SERVICES

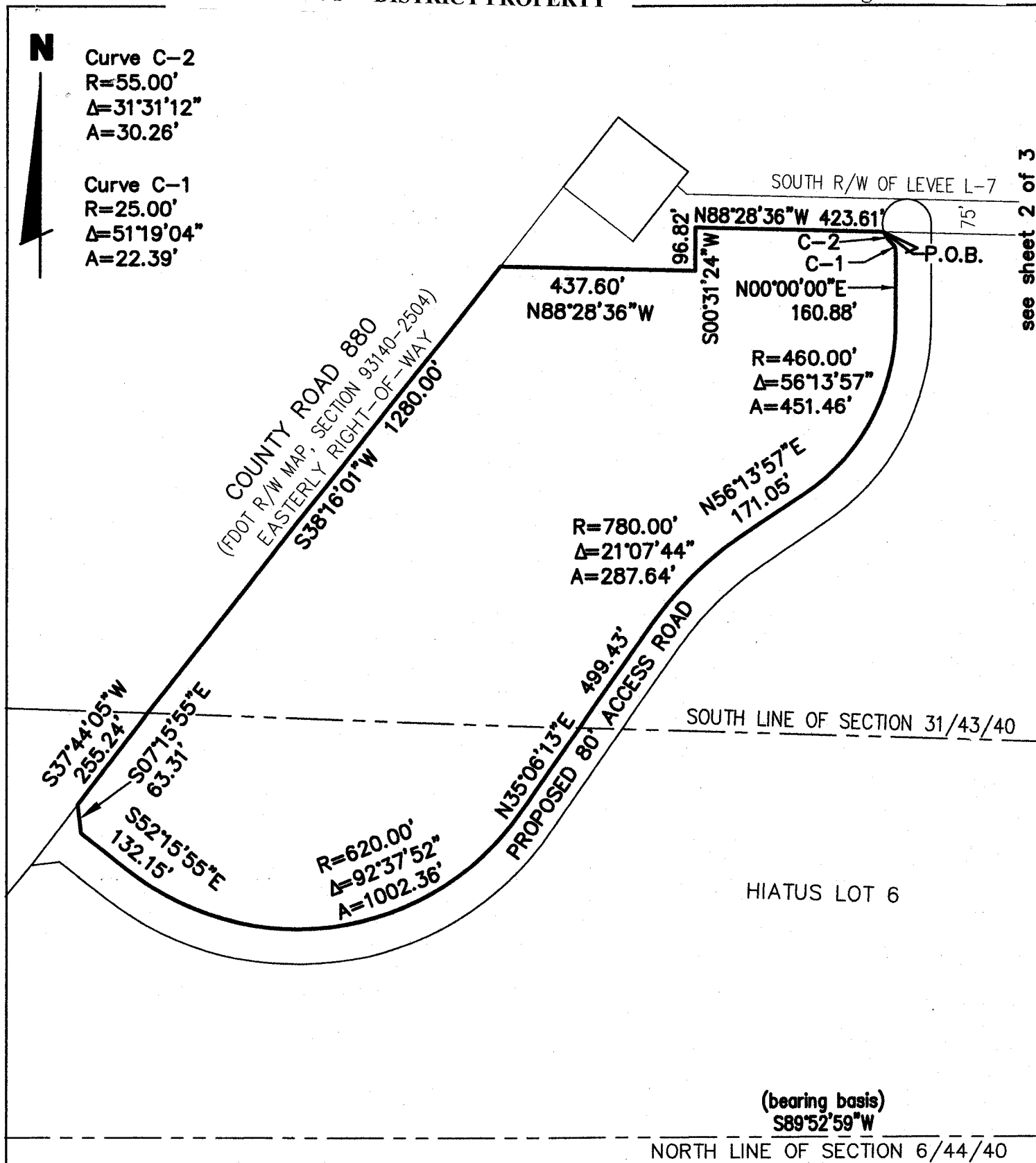
CERTIFICATE OF AUTHORIZATION # LB 6473

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
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SFWMD FIELD STATION	DATE: 3/12/07
	SHEET 2 OF 3



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 LEGAL DESCRIPTION

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SFWMD FIELD STATION	DATE: 3/12/07
	SHEET 3 OF 3

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

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE WESTERLY BOUNDARY OF A PALM BEACH COUNTY PARCEL, RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 2002.36 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, N88°28'36"W FOR 597.88 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"W FOR 201.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°13'57" FOR 529.98 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 NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°03'34" FOR 37.17 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, N37°44'05"E FOR 132.71 FEET;

ABBREVIATIONS

(continued on sheet 2 of 3)

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

FDOT — FLORIDA DEPARTMENT OF TRANSPORTATION

PROJ. — PROJECT

No. — NUMBER

CO. — COUNTY

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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: JAN 08 2008

**BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES

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(561) 615-3988, (561) 615-3986 FAX**LEGAL DESCRIPTION**

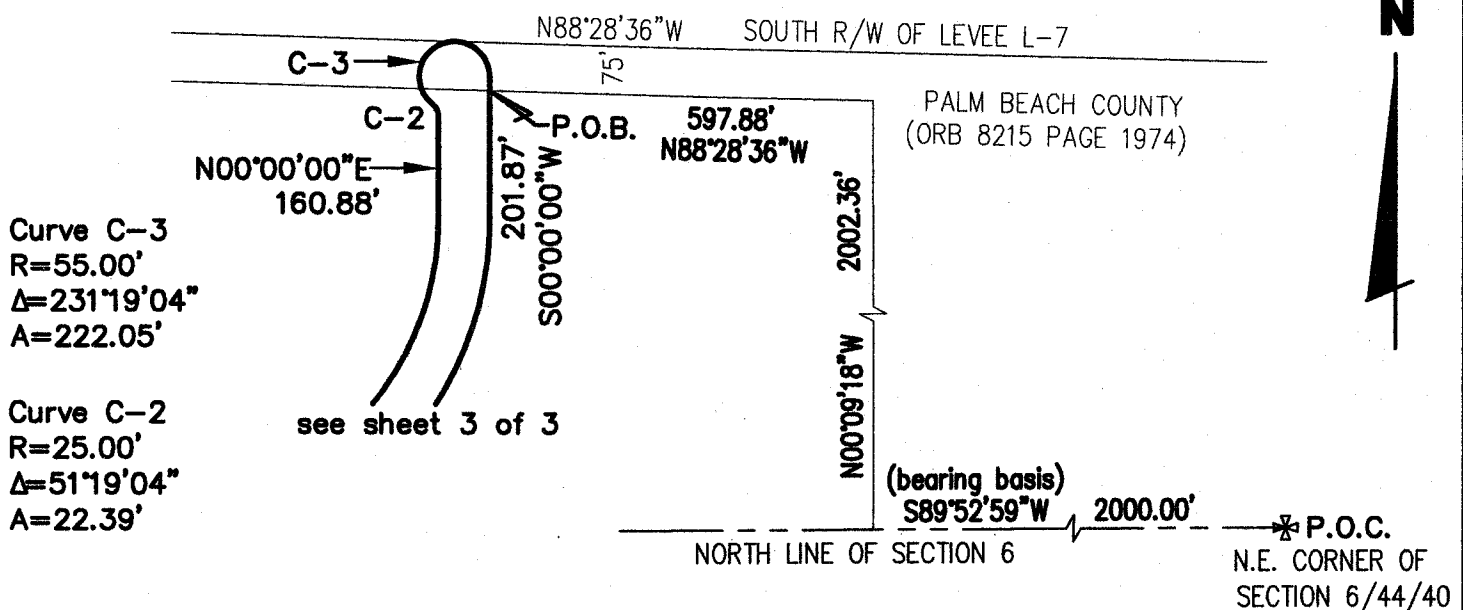
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CHECKED: JEP	SCALE: NONE
ACCESS ROAD	DATE: 3/12/07
	SHEET 1 OF 3

(continued from sheet 1 of 3)

THENCE DEPARTING SAID RIGHT-OF-WAY, S07°15'55"E FOR 63.31 FEET;
 THENCE S52°15'55"E FOR 132.15 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE NORTH, HAVING A RADIUS OF 620.00 FEET;
 THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
 92°37'52" FOR 1002.36 FEET TO A POINT OF TANGENCY;
 THENCE N35°06'13"E FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET;
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 THENCE N00°00'00"E FOR 160.88 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET;
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
 ANGLE OF 51°19'04" FOR 22.39 FEET TO A POINT OF REVERSE CURVATURE WITH A
 CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 55.00 FEET;
 THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE
 OF 231°19'04" FOR 222.05 FEET;
 THENCE S00°00'00"W FOR 21.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.51 ACRES, MORE OR LESS.

BEARING BASIS: S89°52'59"W ALONG THE NORTH LINE OF SECTION 6.

**BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES

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and SKETCH****THIS SKETCH IS NOT A SURVEY**

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	SHEET 2 OF 3

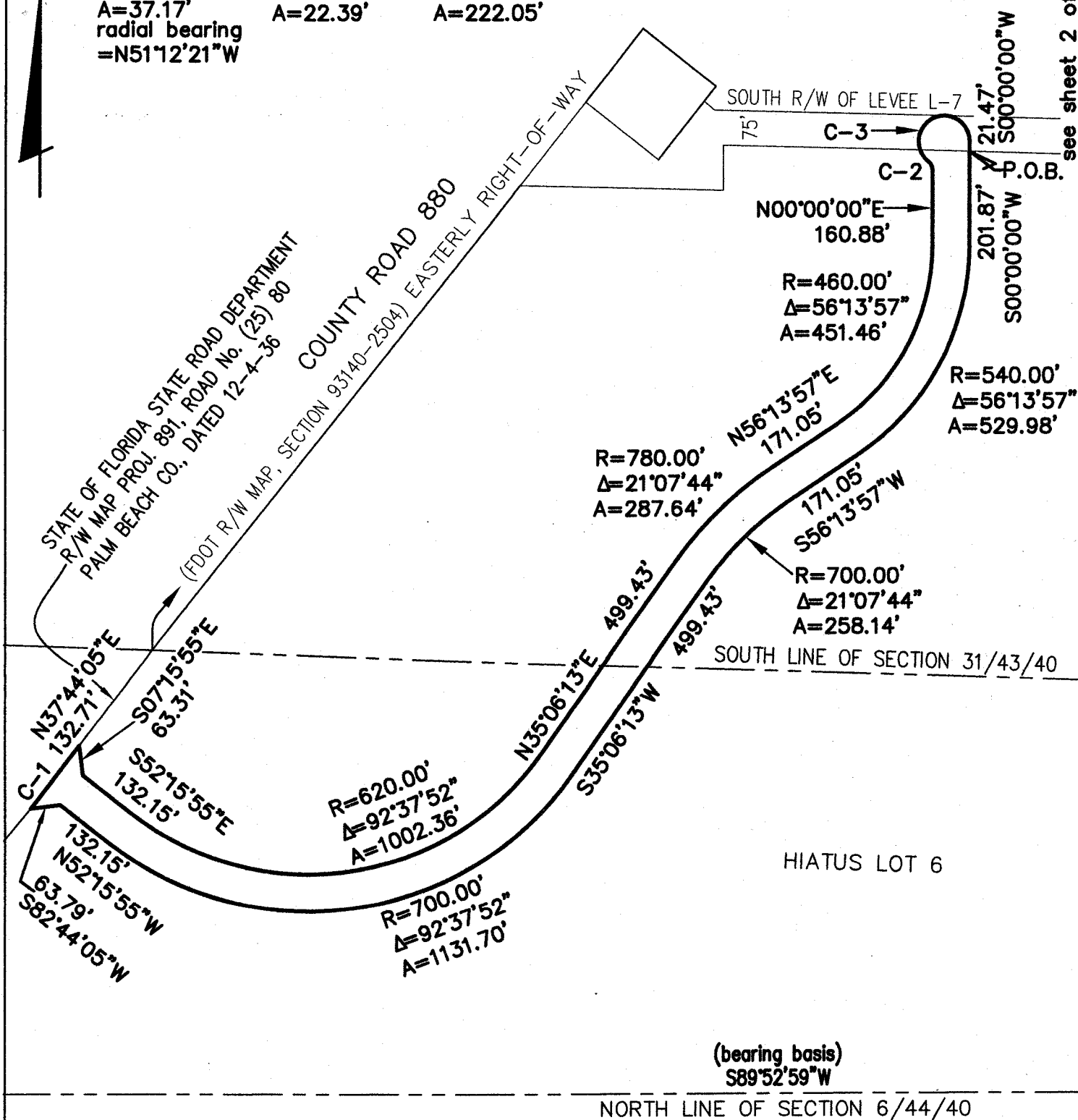
(14)

N

Curve C-1
R=2009.86'
 $\Delta=01^{\circ}03'34''$
A=37.17'
radial bearing
=N51°12'21"W

Curve C-2
R=25.00'
 $\Delta=51^{\circ}19'04''$
A=22.39'

Curve C-3
R=55.00'
 $\Delta=231^{\circ}19'04''$
A=222.05'



see sheet 2 of 3



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	SHEET 3 OF 3

15

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF A PALM BEACH COUNTY PARCEL RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W
FOR 1194.11 TO THE EASTERLY BOUNDARY OF SAID PALM BEACH COUNTY PARCEL;
THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING COURSES:

THENCE S29°51'00"W FOR 28.86 FEET;
THENCE S89°52'59"W FOR 799.61 FEET;
THENCE N17°54'26"E FOR 26.29 FEET;
THENCE N00°09'18"W FOR 2002.36 FEET TO A LINE LYING 75.00 FEET
SOUTH OF, AND PARALLEL WITH, THE SOUTH RIGHT-OF-WAY OF LEVEE
L-7, RECORDED IN DEED BOOK 984, PAGE 46 OF SAID PUBLIC RECORDS;
THENCE ALONG SAID PARALLEL LINE, N88°28'36"W FOR 597.88 FEET
TO THE POINT OF BEGINNING;
THENCE CONTINUE N88°28'36"W FOR 530.40 FEET;

THENCE N00°31'24"E FOR 75.01 FEET TO THE SOUTH RIGHT-OF-WAY OF
SAID LEVEE L-7;
THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S88°28'36"E FOR 476.16 FEET
TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST,
HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
ANGLE OF 88°28'36" FOR 84.93 FEET TO A POINT OF TANGENCY;
THENCE S00°00'00"W FOR 21.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,143 SQUARE FEET (0.90 ACRES), MORE OR LESS.

BEARING BASIS: S89°52'59"W ALONG THE NORTH LINE OF SECTION 6.

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
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MAPPER NOTED BELOW.


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: JAN 08 2008

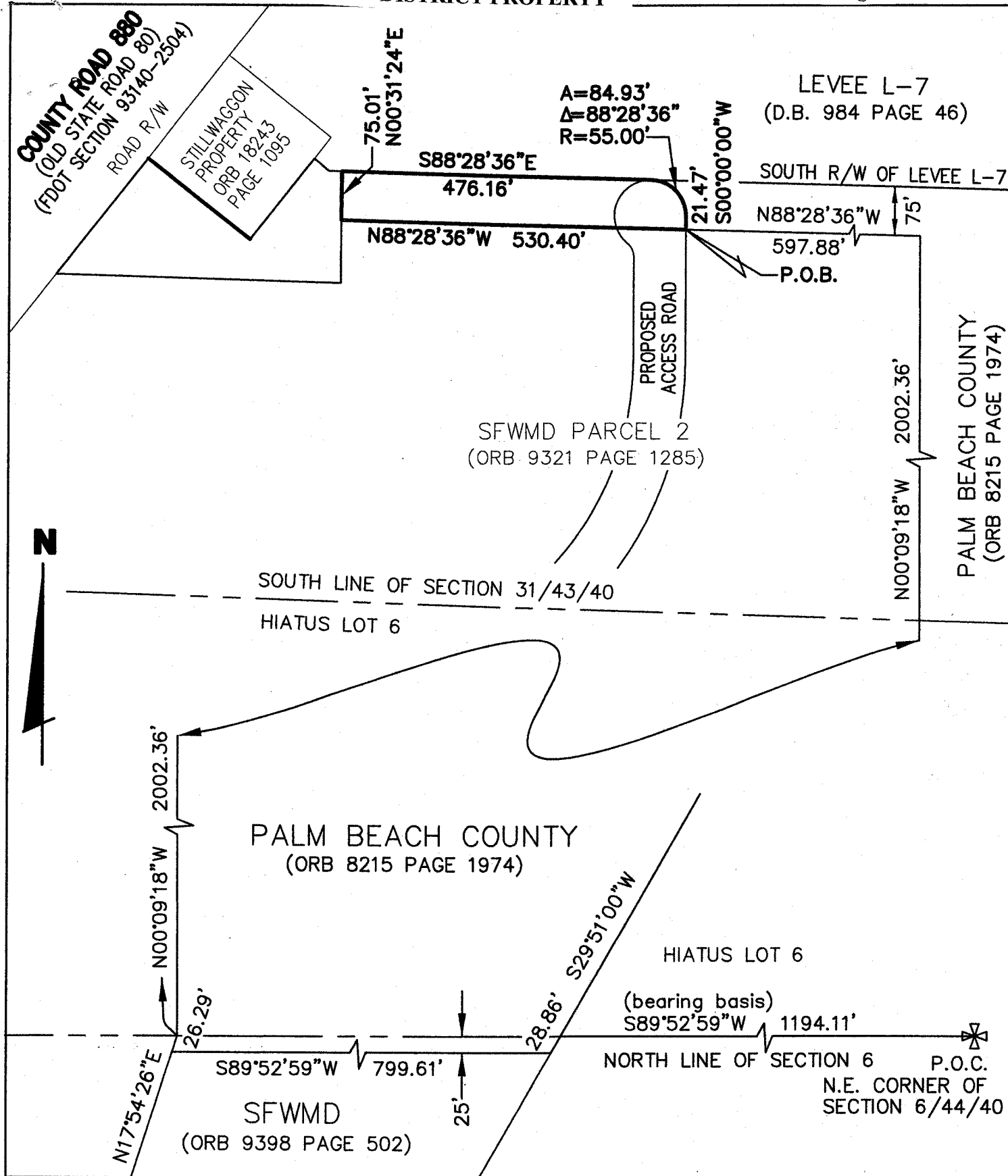


BROWN & PHILLIPS, INC.

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
PBCo to SFWMD	DATE: 3/12/07
	SHEET 1 OF 2



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" = 200'
PBCo to SFWM	DATE: 3/12/07
	SHEET 2 OF 2

EXHIBIT "A-2"
COUNTY PROPERTY

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 BOUNDARY 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, LYING ON THE WEST BOUNDARY OF A PALM BEACH COUNTY PARCEL RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF SAID PUBLIC RECORDS;

THENCE ALONG SAID WEST BOUNDARY, N00°09'18"W FOR 910.86 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 695.00 FEET, WHERE A RADIAL LINE BEARS S56°20'24"W;

THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.26 FEET;

THENCE N00°00'00"E FOR 337.28 FEET;

THENCE N90°00'00"E 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;

ABBREVIATIONS

(continued on sheet 2 of 3)

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

CO. - COUNTY

NO. - NUMBER

PROJ. - PROJECT

R - RADIUS

Δ - CENTRAL ANGLE

A - ARC LENGTH

PBCC - PALM BEACH COMMUNITY COLLEGE

PBCo - PALM BEACH COUNTY

SFWMD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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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: JAN 08 2008



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

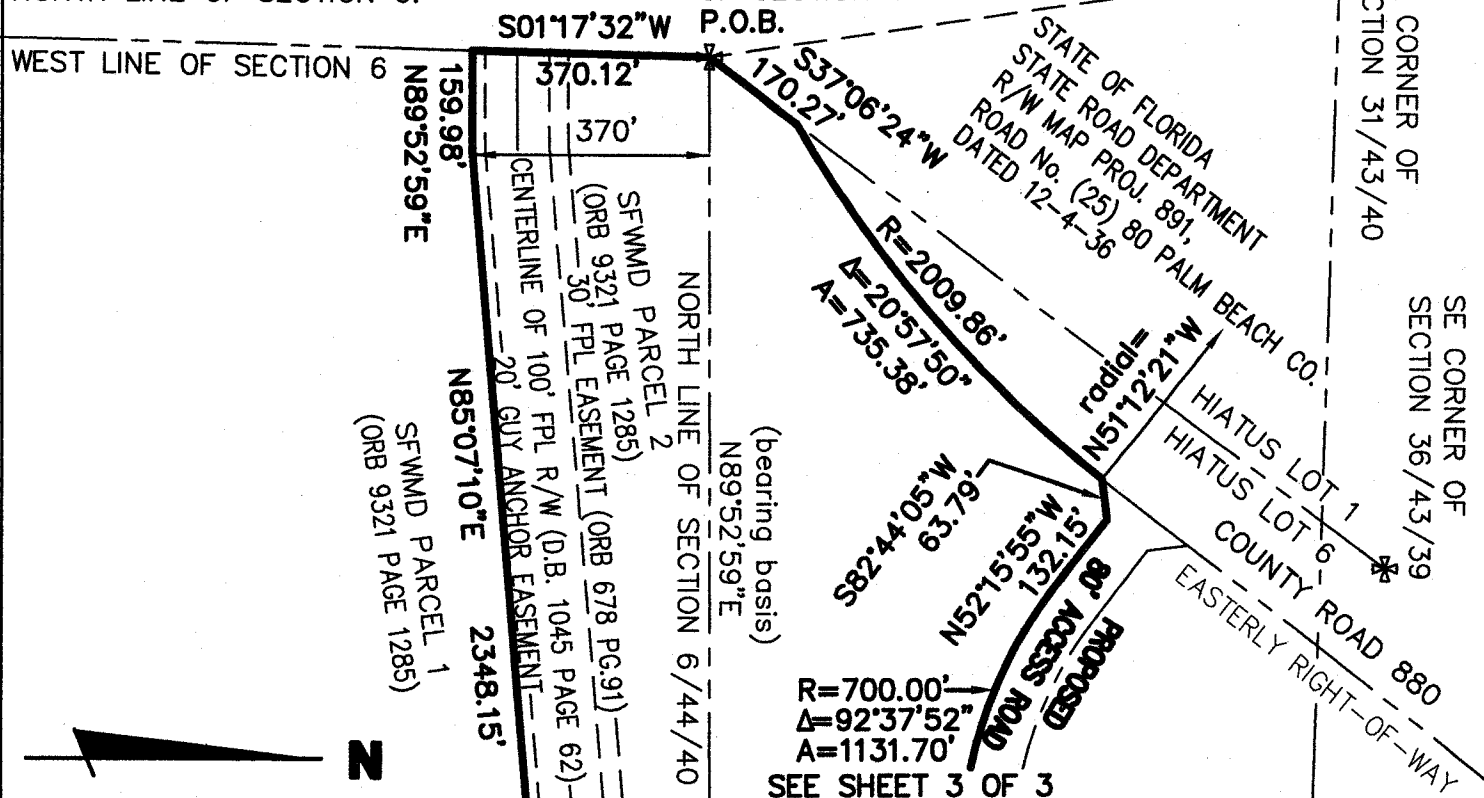
LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 06-068
CHECKED: JEP	SCALE: NONE
PUBLIC SHOOTING RANGE	DATE: 8/27/07
	SHEET 1 OF 3

(continued from sheet 1 of 3)

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $34^{\circ}14'17''$ FOR 322.69 FEET TO A POINT OF TANGENCY;
 THENCE $S56^{\circ}13'57''W$ 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 $21^{\circ}07'44''$ FOR 258.14 FEET TO A POINT OF TANGENCY;
 THENCE $S35^{\circ}06'13''W$ 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 $92^{\circ}37'52''$ FOR 1131.70 FEET TO A POINT OF TANGENCY;
 THENCE $N52^{\circ}15'55''W$ FOR 132.15 FEET;
 THENCE $S82^{\circ}44'05''W$ 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 $N51^{\circ}12'21''W$;
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $20^{\circ}57'50''$ FOR 735.38 FEET TO THE WEST LINE OF SAID HIATUS LOT 6;
 THENCE ALONG SAID WEST LINE, $S37^{\circ}06'24''W$ FOR 170.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.21 ACRES, MORE OR LESS.

BEARING BASIS: $N89^{\circ}52'59''E$ ALONG THE NORTH LINE OF SECTION 6.N.W. CORNER OF SECTION 6
P.O.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 FAXSKETCH TO ACCOMPANY
LEGAL DESCRIPTION

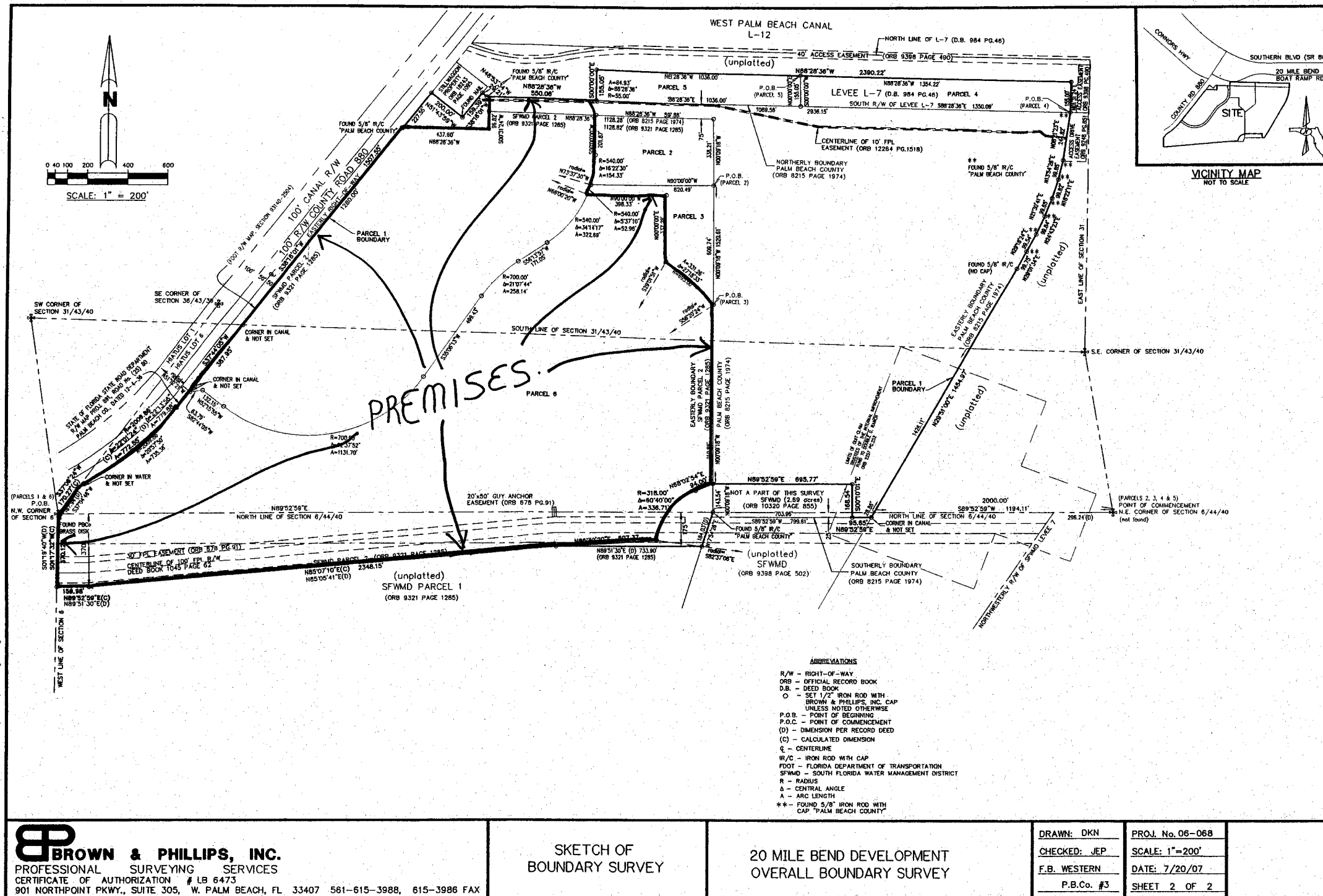
THIS SKETCH IS NOT A SURVEY

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



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

EXHIBIT "B"



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY., SUITE 305, W. PALM BEACH, FL 33407 561-615-3988, 615-3986 FAX

SKETCH OF
 BOUNDARY SURVEY

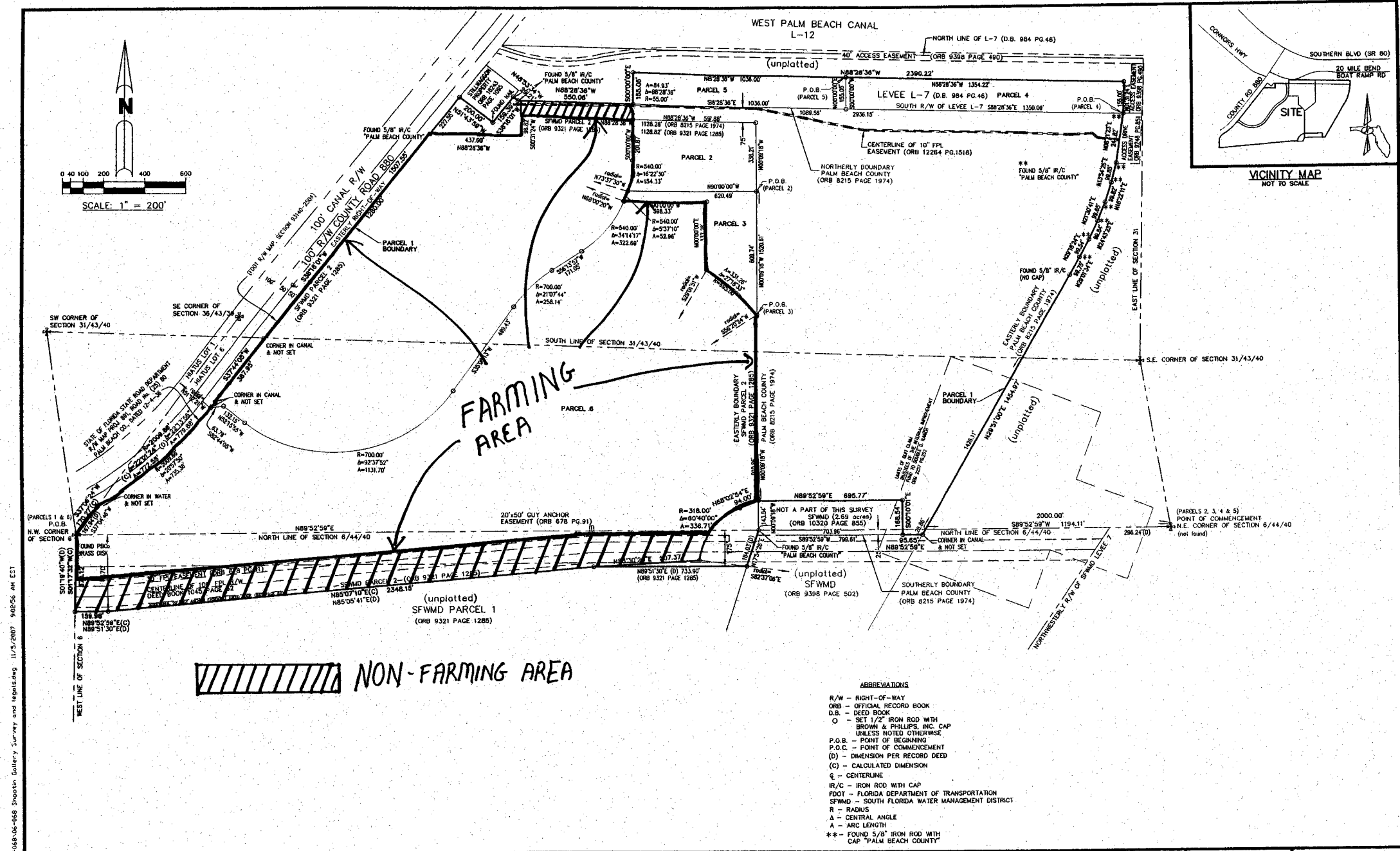
20 MILE BEND DEVELOPMENT
 OVERALL BOUNDARY SURVEY

DRAWN: DKN
 CHECKED: JEP
 F.B. WESTERN
 P.B.Co. #3

PROJ. No. 06-068
 SCALE: 1"=200'
 DATE: 7/20/07
 SHEET 2 OF 2

Revision: S.E. boundary of Shooting Range revised dated 8-27-07
 Revision: 10-21-07 Title commitment added 10-25-07

The title commitment review was revised on 11/2/07, according to comments received from Jeff Ballon, of Palm Beach County Property and Real Estate Management, on 10/21/07.



- ABBREVIATIONS
- R/W - RIGHT-OF-WAY
 - ORB - OFFICIAL RECORD BOOK
 - D.B. - DEED BOOK
 - O - SET 1/2" IRON ROD WITH BROWN & PHILLIPS, INC. CAP UNLESS NOTED OTHERWISE
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - (D) - DIMENSION PER RECORD DEED
 - (C) - CALCULATED DIMENSION
 - CL - CENTERLINE
 - IR/C - IRON ROD WITH CAP
 - FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
 - SFWD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 - R - RADIUS
 - Δ - CENTRAL ANGLE
 - A - ARC LENGTH
 - ** FOUND 5/8" IRON ROD WITH CAP PALM BEACH COUNTY

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY., SUITE 305, W. PALM BEACH, FL 33407 561-615-3988, 615-3986 FAX

SKETCH OF
BOUNDARY SURVEY

20 MILE BEND DEVELOPMENT
OVERALL BOUNDARY SURVEY

DRAWN: DKN	PROJ. No. 06-068
CHECKED: JEP	SCALE: 1"=200'
F.B. WESTERN	DATE: 7/20/07
P.B.Co. #3	SHEET 2 OF 2

EXHIBIT "C-1"

INSURANCE AND INDEMNITY

EXHIBIT "C-1"

INSURANCE AND INDEMNITY

1. Insurance.

Lessee shall, at its sole expense, maintain in full force and effect at all times during the term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Lessee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under the Lease.

2. Commercial General Liability.

Lessee shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless approved by County's Risk Management Department. Lessee agrees this coverage shall be provided on a primary basis.

3. Business Automobile Liability.

Lessee shall maintain Business Automobile Liability insurance at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event Lessee does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Lessee to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

4. Worker's Compensation Insurance & Employers Liability.

Lessee shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440 Florida Statutes. This coverage shall be provided on a primary basis.

5. Additional Insured.

Lessee shall endorse the County as an Additional Insured with a CG 2011 Additional Insured – Managers of Premises endorsement, or its equivalent, to the Commercial General Liability and all other insurance coverages or policies referenced in ARTICLE VII, INSURANCE AND INDEMNITY of this Lease. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The Additional Insured endorsements shall provide coverage on a primary basis.

6. Environmental Impairment Insurance.

Lessee shall maintain Environmental Impairment Insurance, with at least a \$1,000,000 policy limit, naming County as an additional insured.

7. Waiver of Subrogation.

Lessee agrees, by entering into this Lease, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then Lessee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when the policy specifically prohibits such an endorsement, or the policy voids coverage should Lessee enter into such an agreement on a pre-loss basis.

8. Certificate(s) of Insurance.

Immediately following Lessee's execution of this Lease, Lessee shall deliver to County a Certificate(s) of Insurance evidencing that all types and amounts of

insurance coverages required by this Lease have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance should be mailed to and referenced in the "CERTIFICATE HOLDER" box (ACORD FORM): Palm Beach County BOCC, Property & Real Estate Management, Attention Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

9. Umbrella or Excess Liability.

If necessary, Lessee may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

10. Right to Review.

County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Lease. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

In addition, Lessee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Lessee, its agents, employees, licensees, invitees, any sublessee and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, at trial and on appeal, and expenses and liabilities incurred in and about the defense of any such claim. In the event County shall be made a party to any litigation commenced against the Lessee or by the Lessee against any third party, then Lessee shall protect and hold County harmless and pay all costs and attorney's fees at trial and on appeal incurred by County in connection with such litigation, and any appeals thereof. Lessee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and valuable separate consideration in support thereof. This provision shall survive expiration or termination of this Lease.

PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE

This PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made as of this 25th day of October, 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").

WITNESSETH:

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:

ATTACHMENT #3

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.

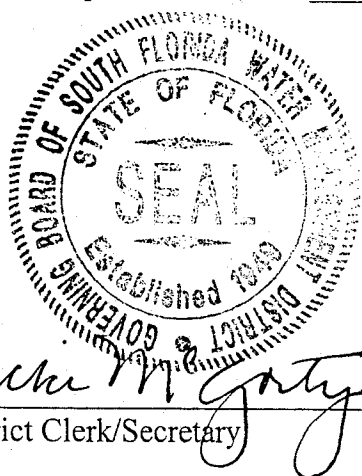
3. Assignor hereby confirms that the references to a Lease Agreement dated December 22, 2000, contained in the above-referenced Amendments No. 2 and No. 3 are incorrect and that the references contained therein should have been to the Lease Agreement dated February 26, 1998.

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 25th day of October, 2007.

ATTEST:



By:

Jackie M. Gorty
District Clerk/Secretary

ASSIGNOR:

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT

Carol A. Wehle
Carol A. Wehle, Executive Director

REVIEWED AND APPROVED AS TO
LEGAL FORM

By:

Albe Cooper

10/25/07
Date of Execution by SFWMD

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.

'R 2007-1722
OCT 02 2007

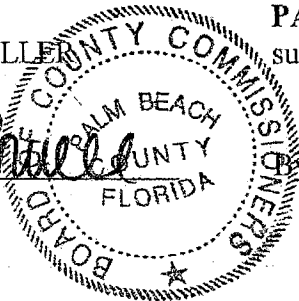
ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By:

Mary Patricia
Deputy Clerk



By: *Addie L. Greene*
Addie L. Greene, Chairperson

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:

James Brubaker for HF
Assistant County Attorney

By:

Anthony Wilf
Department Director

G:\Development\Open Projects\20-Mile Bend-jb\ASSIGNMENT OF LEASE final apprvd. hf 6.14.2007.doc

RESOLUTION NO. 2008-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE LEASE WITH ROTH FARMS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 23, 2007, Palm Beach County acquired approximately 96.18 acres of property at 20-Mile Bend from South Florida Water Management District (the "District"), for the proposed development of a Public Safety Training Facility, Public Shooting Park, and expansion of the Law Enforcement Training facility; and

WHEREAS, a portion of the property conveyed to County by District was subject to a Lease Agreement dated February 26, 1998, between District and Roth Farms, Inc., a Florida corporation, allowing Roth Farms to use the property for agricultural purposes; and

WHEREAS, upon District's conveyance of the property to County, District also assigned to County all of District's rights, title, and interest in and to the Lease, as amended, as applicable to the property conveyed to County; and

WHEREAS, the current term of the Lease expires on February 28, 2008; and

WHEREAS, County does not anticipate starting construction on its property for approximately two (2) to three (3) years, and District does not anticipate starting construction on its property during that time; and

WHEREAS, County and District both desire to extend the lease with Roth Farms for two (2) years with an additional one (1) year extension option and increase the amount of land being leased in order to provide for the maintenance of the County's and District's respective properties and maximize the use of the property until the commencement of construction; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the extension of the Lease is in the best interest of the County as:

1) an extension of the Lease with Roth Farms, Inc., will ensure continued proper maintenance of the County's property at no cost to the County;

- 2) an extension of the Lease will maximize the use of the property;
- 3) the property will generate \$25,494.06 of rental revenue paid to County by Roth Farms, Inc., over the initial two (2) year term.

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

Section 1. Recitals

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

Section 2. Authorization to Extend the Term of the Lease

The Board of County Commissioners of Palm Beach County shall grant Roth Farms, Inc., a two (2) year extension of the term of the Lease with the option, at County's and District's sole discretion, to extend the term for one (1) additional year, pursuant to the Fourth Amendment to Lease Agreement attached hereto and incorporated herein by reference, with rent during said extended term being increased by 3% annually.

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

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

(continued on next page)

Section 4. Effective Date.

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

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

COMMISSIONER ADDIE L. GREENE, CHAIRPERSON
COMMISSIONER JOHN F. KOONS, VICE CHAIR
COMMISSIONER KAREN T. MARCUS
COMMISSIONER ROBERT J. KANJIAN
COMMISSIONER MARY MCCARTY
COMMISSIONER BURT AARONSON
COMMISSIONER JESS R. SANTAMARIA

The Chair thereupon declared the resolution duly passed and adopted this
_____ day of _____, 2008.

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Assistant County Attorney

By JEH _____
Department Director

G:\PREM\RESOLUTIONS\2008\ROTH FARMS_AMENDMENT.DOC