

34-5

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	December 16, 2008	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Fifth Amendment to Lease Agreement (R2007-1722) between the South Florida Water Management District (SFWMD), Palm Beach County, and Roth Farms, Inc.; and


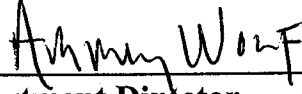
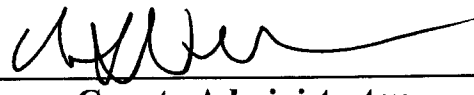
B) adopt a Resolution finding that the Fifth Amendment to Lease Agreement between the South Florida Water Management District, Palm Beach County, and Roth Farms, Inc, is in the best interest of the County.

Summary: The County and SFWMD own adjacent parcels of land at 20-Mile Bend. Roth Farms, Inc. currently leases 106.69 acres from the County and SFWMD, under a Partial Assignment and Assumption of Lease approved by the Board on October 2, 2007 (R2007-1772). Roth Farms, Inc. uses the land for sugar cane and row crops. The parties desire to include an additional 7.88 acres owned by the County into the Lease and allow Roth Farms, Inc. to continue their farming operation. Lease revenue is shared on a pro rata basis between the SFWMD and the County, based upon ownership percentage. The County's ownership percentage increases and will now receive 66 percent of the annual rent. This Fifth Amendment will i) expand the lease farming area from 106.69 acres to 114.57 acres; ii) require a retroactive rent payment from Roth Farms in the amount of \$1,549.92; and iii) will result in the County receiving \$1,486.31, as its pro rata share of the rent. The Resolution finds that this Fifth Amendment is in the best interest of the County. All other terms and conditions of the Lease Agreement shall remain in full force and effect. **(PREM) Countywide/District 6 (HJF)**

Background and Justification: The proposed development of the County's 20-Mile Bend property was programmed to include a PBSO Law Enforcement Training Facility, a Palm Beach Community College Public Safety Training Facility, and a Public Shooting Park. Palm Beach Community College has abandoned its plans to develop the Public Safety Training Facility, thereby freeing up 7.88 acres for farming. Roth Farms, Inc. has expanded its farming operation to include the 7.88 acres and will be assessed additional rent in the amount of \$1,549.92 for the current lease term which expires February 25, 2009. Of this additional rent, \$1,486.31 is due Palm Beach County for its pro rata share. The County does not anticipate construction starting on the land for approximately two (2) to three (3) years. Therefore, allowing Roth Farms, Inc. to continue to farm this additional 7.88 acres will ensure the proper maintenance of the property and maximize use of the land. Florida Statutes Section 286.23 does not require a Disclosure of Beneficial Interests when the County leases property to a tenant. However, the attached Disclosure was obtained and identifies Raymond R. Roth, Jr., holding a 63.25% beneficial interest, and Cynthia G. Roth, Susan K. Roth, and Mary C. LeCroy each holding a 12.25% beneficial interest.

Attachments:

1. Location Map
2. Fifth Amendment to Lease Agreement
3. Resolution
4. Disclosure of Beneficial Interests

Recommended By:			11/21/08
	Department Director		Date
Approved By:			12/1/08
	County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$3,081.58)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$3,081.58)	_____	_____	_____	_____
# 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:

Revised annual rent, including the 7.88 acres, is \$20,034.78.

Roth Farms, Inc. paid \$18,484.86, pursuant to the 4th Amendment to Lease Agreement; the County's 63.58% pro rata share of the revenue was \$11,752.67.

Roth Farms, Inc. is obligated for the increase of \$1,549.92; the amount due to the County after pro rata share revision is \$1,486.31. The County's pro rata share of the increased revenues for the remaining term of the agreement (02/26/09 thru 02/25/10) is \$1,595.27 for FY 09.

C. Departmental Fiscal Review: _____

11-24-08

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

12-2-08
OFMB
12/10/08

12/2/08
Contract Development and Control

This amendment complies with
our review requirements.

B. Legal Sufficiency:

12/4/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

61

F-9

SEE PG 49

P40

X

W

19

25

30

T43

20

36

31

T43

21

1

6

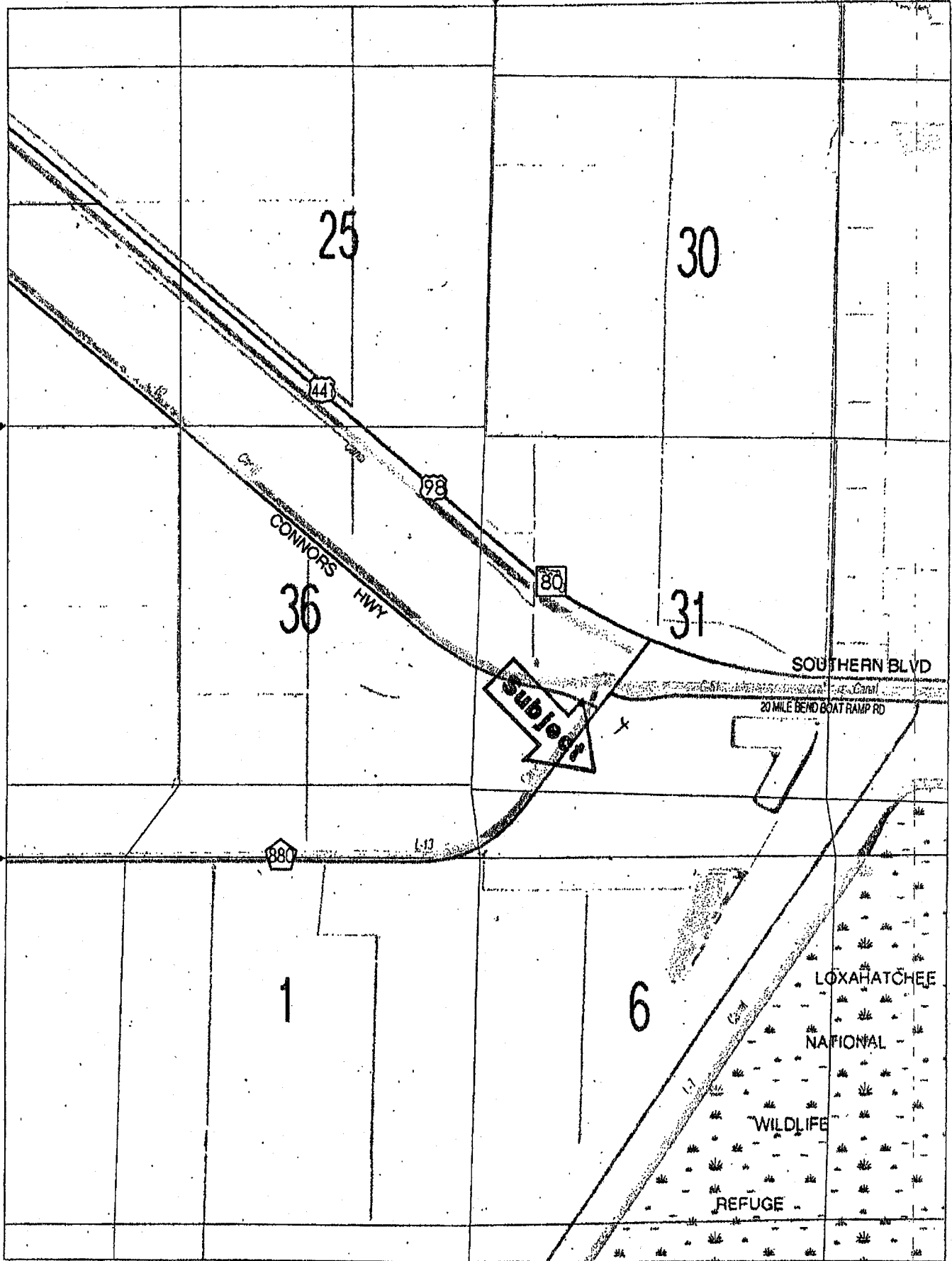
T44

X

W

61

NO CONTINUING MAP



LOCATION MAP

ATTACHMENT #1

ORIGINAL

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

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the "Fifth 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"). District, County and Lessee are sometimes referred to herein collectively as the "parties"

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, District, County and Lessee entered into Amendment No. 04 to the Lease on February 5, 2008, (R2008-0192), which extended the term of the Lease for two (2) years with an additional one (1) year extension option: (ii) redefined "Premises" to reinstate a portion of the land that was removed from the terms of the Lease by previous lease amendments; and (iii) established the annual rental rate for the extended Lease term;

WHEREAS, Lessee has been farming an additional 7.88+/- acres of land owned by County that are not included in the Premises; and

WHEREAS, the parties wish to (i) redefine "Premises" to include the additional 7.88+/- acres of land being farmed by Lessee; and (ii) provide for retroactive payment of rent by Lessee for the additional 7.88+/- acres; and

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

WHEREAS, the parties hereto desire to amend the Lease, as amended, in accordance with the terms and conditions set forth herein.

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. "Premises" is modified to include retroactively the land described in Exhibit "A" attached hereto and made a part hereof (the "Additional Land").
3. Exhibit "A-2" to the Lease, as amended, is modified to include the Additional Land as part of the County Property.
4. The depiction of the Farming Area is modified as shown on Exhibit "B" to the Fifth Amendment attached hereto and made a part hereof.
5. The annual payment schedule in Article 3, Section 3.1 of the Lease, as amended, is modified to reflect the inclusion, retroactively, of the Additional Land in the Total # of Farming Acres and the resulting increase in rent:

Term	Per Acre Lease Rate/ Total # of Farming Acres	Annual Payment
2/26/2008 - 2/25/2009	\$196.69/ 114.57 acres	\$ 20,034.78*
2/26/2009 - 2/25/2010	\$202.59/ 114.57 acres	\$ 23,210.74
2/26/2010 - 2/25/2011	\$208.67/ 114.57 acres	\$ 23,907.32

* This Annual Payment amount has been reduced by a one-time credit to Lessee. This is the total amount due after application of a one-time credit of \$2,500.00 to Lessee for Lessee's removal of debris from a portion of the Farming Acres.

6. Article 3, Section 3.1 of the Lease, as amended, is further modified to provide that based on acreage owned, County's pro rata share of the Annual Payment shall be 66.08 % of the Annual Payment.
7. The parties acknowledge that Lessee had previously made payment of \$18,484.86 of the Annual Payment due 2/26/2008, and had received the \$2,500.00 one-time credit, and that the Balance Due from Lessee upon the Effective Date of this Fifth Amendment is \$1,549.92. Lessee shall submit its payment of \$1,549.92 to District within 10 days after the Fifth Amendment Effective Date. District acknowledges that \$1,486.31 of the \$1,549.92 is owed to County for use of County Property, and agrees to forward the amount of \$1,486.31 to County within 30 days after Lessee's payment to District. The amended annual payment summary and payment due to County are set forth below:

Amended Amount Due	\$20,034.78
Previously Collected	\$18,484.86
Total Balance Due	\$ 1,549.92

Amount Due County (66.08%)	\$13,238.98
Amount County Previously Collected	\$11,752.67
Balance Due County	\$ 1,486.31

8. Any applicable sales and use taxes due in connection with the Additional Land shall be the responsibility of the Lessee and shall be paid to the District as set forth in the Lease, as amended.
9. 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.
10. This Fifth 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 "Fifth Amendment Effective Date").

IN WITNESS WHEREOF, the parties have duly executed this Fifth 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: _____
Frank Hayden, Procurement Director

SFWMD Procurement Approved:

By: Rinda Green

Date: 11-5-08 SM

REVIEWED AND APPROVED
AS TO LEGAL FORM

Holly Walter 11-10-08
District Attorney

Date of Execution by SFWMD

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

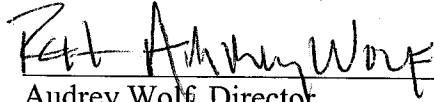
Assistant County Attorney

COUNTY:

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

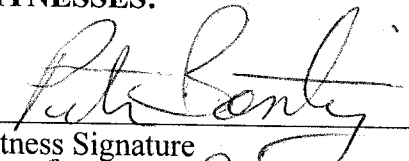
By: _____
John F. Koons, Chairman

APPROVED AS TO TERMS
AND CONDITIONS

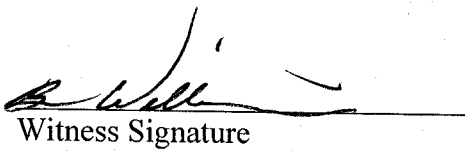


Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

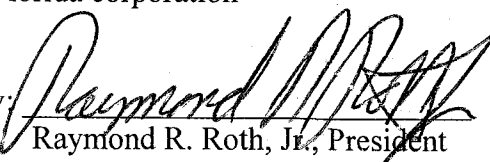

Witness Signature

PETER BANTING
Print Witness Name


Witness Signature

BEN WILLIAMSON
Print Witness Name

LESSEE:
ROTH FARMS, INC.,
a Florida corporation

By: 
Raymond R. Roth, Jr., President

G:\Property Mgmt Section\In Lease\Roth Farms, Inc\Fifth Amendment\5th Amend.004.JB app.100308.doc

Exhibit "A"

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST,
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 EASTERLY 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 BOUNDARY, N00°09'18"W FOR 1664.15 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 338.21 FEET TO THE NORTH BOUNDARY OF SAID PARCEL 2;
THENCE ALONG SAID NORTH BOUNDARY, N88°28'36"W FOR 597.88 FEET;
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 SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°22'30" FOR 154.33 FEET;
THENCE S90°00'00"E FOR 620.49 FEET TO THE POINT OF BEGINNING.

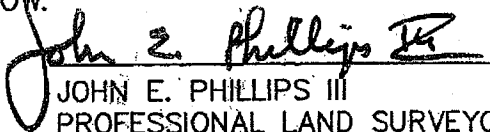
CONTAINING 4.78 ACRES, MORE OR LESS.

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 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: JUL 24 2007



BROWN & PHILLIPS, INC.

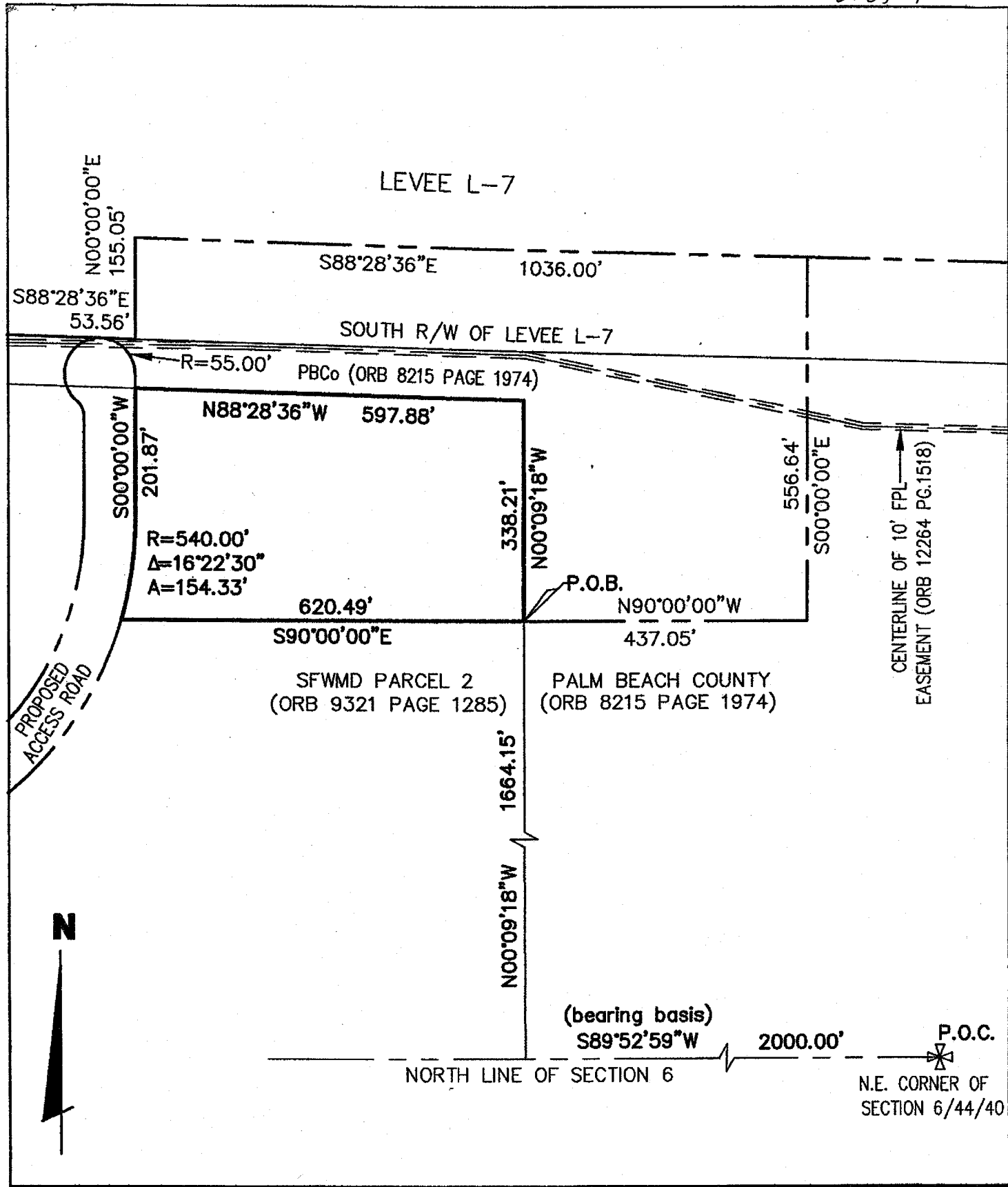
PROFESSIONAL SURVEYING SERVICES

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
PBCC PHASE 1	DATE: 3/12/07
SFWMD PORTION	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'
PBCC PHASE 1 SFWMD PORTION	DATE: 3/12/07
	SHEET 2 OF 2

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST,
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 EASTERLY 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 EASTERLY BOUNDARY, N00°09'18"W FOR 1054.41 FEET TO THE
POINT OF
BEGINNING;
THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 609.74 FEET;
THENCE N90°00'00"W FOR 620.49 FEET TO A NON-TANGENT CURVE, CONCAVE TO
THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS
N73°37'30"W;
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
ANGLE OF 5°37'10" FOR 52.96 FEET;
THENCE S90°00'00"W FOR 398.33 FEET;
THENCE S00°00'00"W FOR 337.28 FEET TO A NON-TANGENT CURVE CONCAVE TO
THE SOUTHWEST, HAVING A RADIUS OF 695.00 FEET, WHERE A RADIAL LINE BEARS
S29°01'51"W;
THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
ANGLE OF 27°18'33" FOR 331.26 FEET TO THE POINT OF BEGINNING.

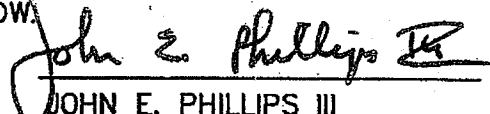
CONTAINING 3.10 ACRES, MORE OR LESS.

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
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: JUL 24 2007



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

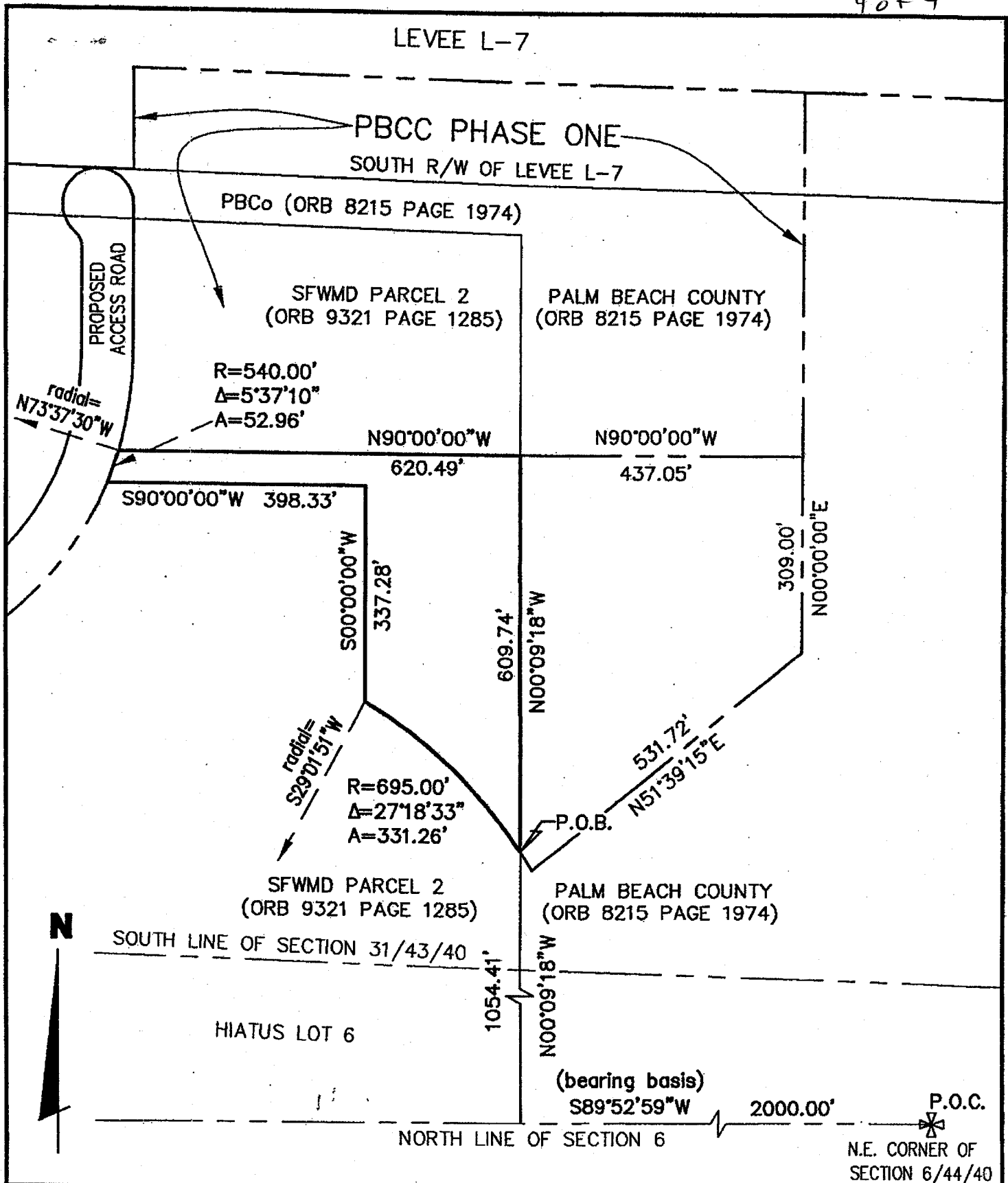
CERTIFICATE OF AUTHORIZATION # LB 6473

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
PBCC PHASE 2	DATE: 3/12/07
SFWMD PORTION	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'
PBCC PHASE 2 SFWM D PORTION	DATE: 3/12/07
	SHEET 2 OF 2

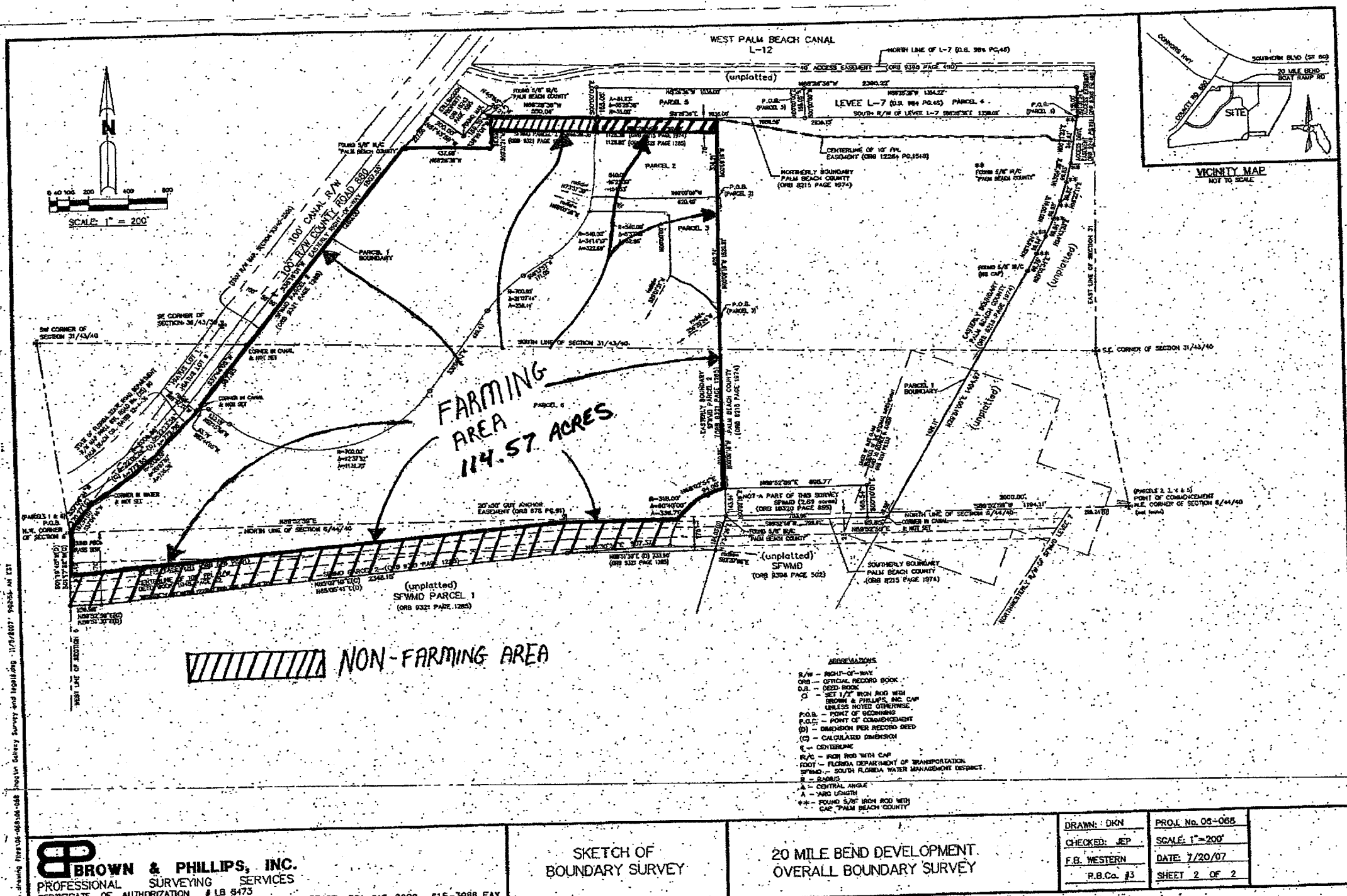


EXHIBIT "B"

RESOLUTION NO. 2008-

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

WHEREAS, on October 25, 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 (the "Lease"), 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, in order to provide for the maintenance of the County's and District's respective properties and maximize the use of the properties until County and District were ready to commence construction, County, District, and Roth Farms entered into Amendment No. 04 to the Lease on February 5, 2008, which amendment extended the Lease for two (2) years with an additional one (1) year extension option, increased the amount of land being leased, and established the annual rental rate for the extended Lease term; and

WHEREAS, the parties wish to further amend the Lease to include an additional 7.88+/- acres of the land owned by County that Roth Farms has been using for agricultural purposes since the approval of Amendment No. 04, and to provide for retroactive payment of rent by Roth Farms for the additional 7.88+/- acres; and

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

1) an amendment to the Lease with Roth Farms, Inc., will ensure continued proper maintenance of the additional 7.88+/- acres owned by County at no cost to the County;

2) the addition of the 7.88+/- acres to the Lease property will generate \$3,082.72 of additional net 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 Amend the Lease

The Board of County Commissioners of Palm Beach County shall grant Roth Farms, Inc., the right to use an additional 7.88+/- acres of land at 20-Mile Bend for agricultural purposes pursuant to the Fifth Amendment to Lease Agreement attached hereto and incorporated herein by reference, at the same per acre lease rate established by previous amendment to the Lease.

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 JOHN F. KOONS, CHAIRMAN
COMMISSIONER BURT AARONSON, VICE CHAIRMAN
COMMISSIONER KAREN T. MARCUS
COMMISSIONER SHELLEY VANA
COMMISSIONER MARY MCCARTY
COMMISSIONER JESS R. SANTAMARIA
COMMISSIONER ADDIE L. GREENE

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  _____
Department Director

G:\PROPERTY MGMT SECTION\IN LEASE\ROTH FARMS, INC\FIFTH AMENDMENT\RESOLUTION.002.JB APP.100308.DOCX

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Raymond R Roth Jr, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Roth Farms, Inc., a Florida corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 15385 Enstrom Road
Wellington, FL 33414

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a Five Percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

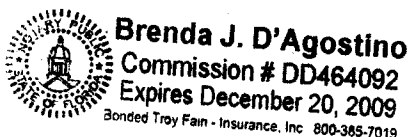
Raymond R Roth Jr, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 17th day of November, 2008, by Raymond R Roth, Jr.

[] who is personally known to me or [X] who has produced FL Drivers License as identification and who did take an oath.

Brenda J D'Agostino
Notary Public

Brenda J. D'Agostino
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 12/20/2009

ATTACHMENT #4

EXHIBIT “A”

PROPERTY

Exhibit "A"

(2 Pages – 1st Legal Description)

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST,
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 EASTERLY 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 BOUNDARY, N00°09'18"W FOR 1664.15 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 338.21 FEET TO THE NORTH BOUNDARY OF SAID PARCEL 2;
THENCE ALONG SAID NORTH BOUNDARY, N88°28'36"W FOR 597.88 FEET;
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 SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°22'30" FOR 154.33 FEET;
THENCE S90°00'00"E FOR 620.49 FEET TO THE POINT OF BEGINNING.

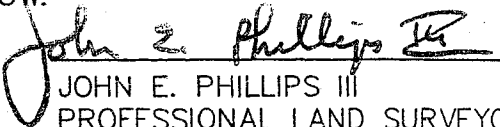
CONTAINING 4.78 ACRES, MORE OR LESS.


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

ABBREVIATIONS

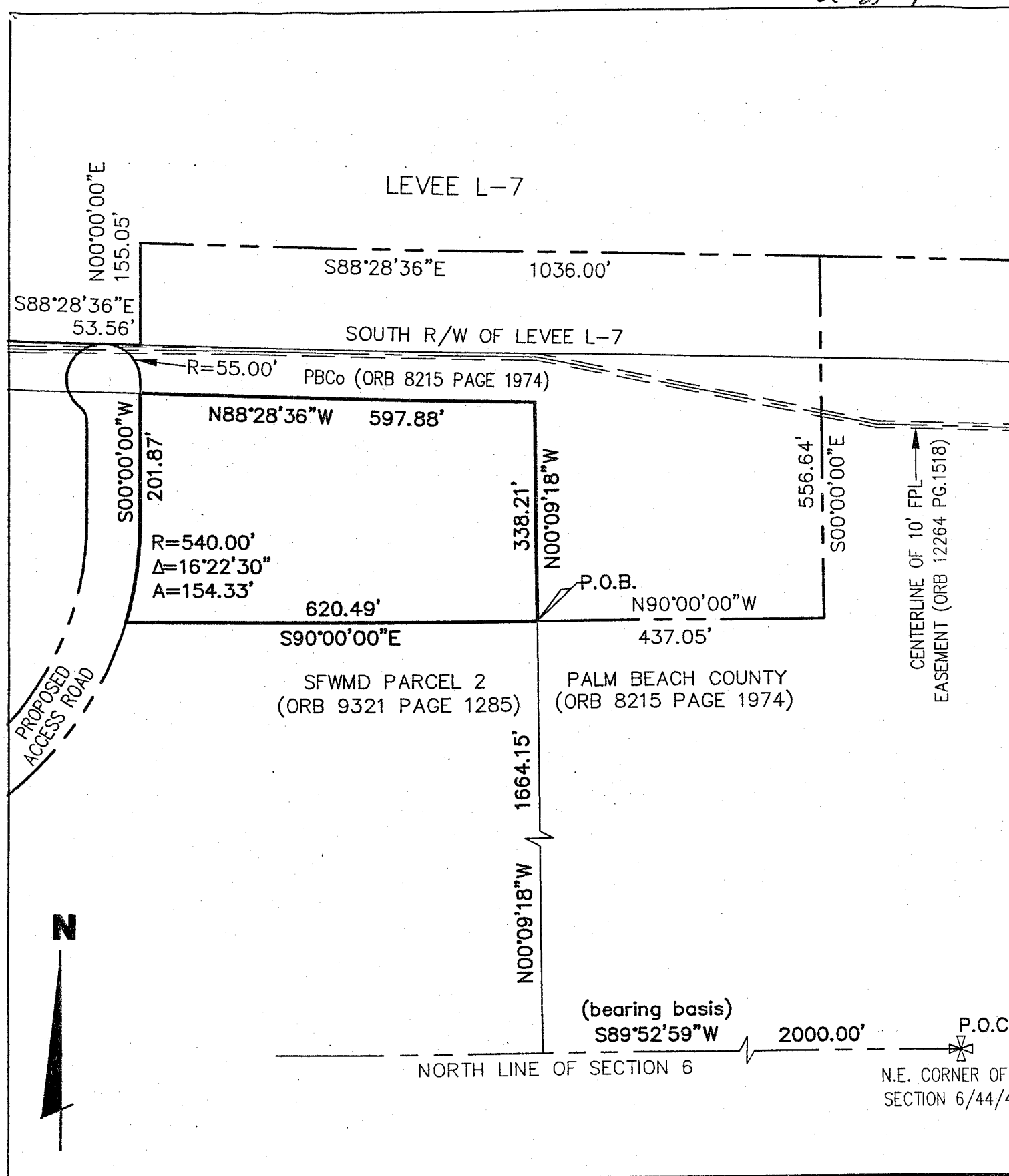
- P.O.B.— POINT OF BEGINNING
- P.O.C.— POINT OF COMMENCEMENT
- R/W — RIGHT-OF-WAY
- O.R.B.— OFFICIAL RECORD BOOK
- D.B.— DEED BOOK
- PG. — PAGE
- R — RADIUS
- Δ — CENTRAL ANGLE
- A — ARC LENGTH
- PBCC — PALM BEACH COMMUNITY COLLEGE
- PBCo — PALM BEACH COUNTY
- SFWMD — SOUTH FLORIDA WATER MANAGEMENT DISTRICT

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH 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: JUL 24 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. 05-008
CHECKED: JEP	SCALE: NONE
PBCC PHASE 1	DATE: 3/12/07
CEMETERIAL PORTION	



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407

SKETCH TO ACCOMPANY LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY	
DRAWN: MB	PROJ. No. 06-055
CHECKED: JEP	SCALE: 1" = 200'
PBCC PHASE 1	DATE: 3/12/07

Exhibit "A"

(2 Pages – 2nd Legal Description)

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, 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 EASTERLY 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 EASTERLY BOUNDARY, N00°09'18"W FOR 1054.41 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 609.74 FEET;

THENCE N90°00'00"W FOR 620.49 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS N73°37'30"W;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°37'10" FOR 52.96 FEET;

THENCE S90°00'00"W FOR 398.33 FEET;

THENCE S00°00'00"W FOR 337.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 695.00 FEET, WHERE A RADIAL LINE BEARS S29°01'51"W;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.26 FEET TO THE POINT OF BEGINNING.

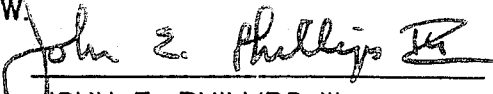
CONTAINING 3.10 ACRES, MORE OR LESS.

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 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: JUL 24 2007

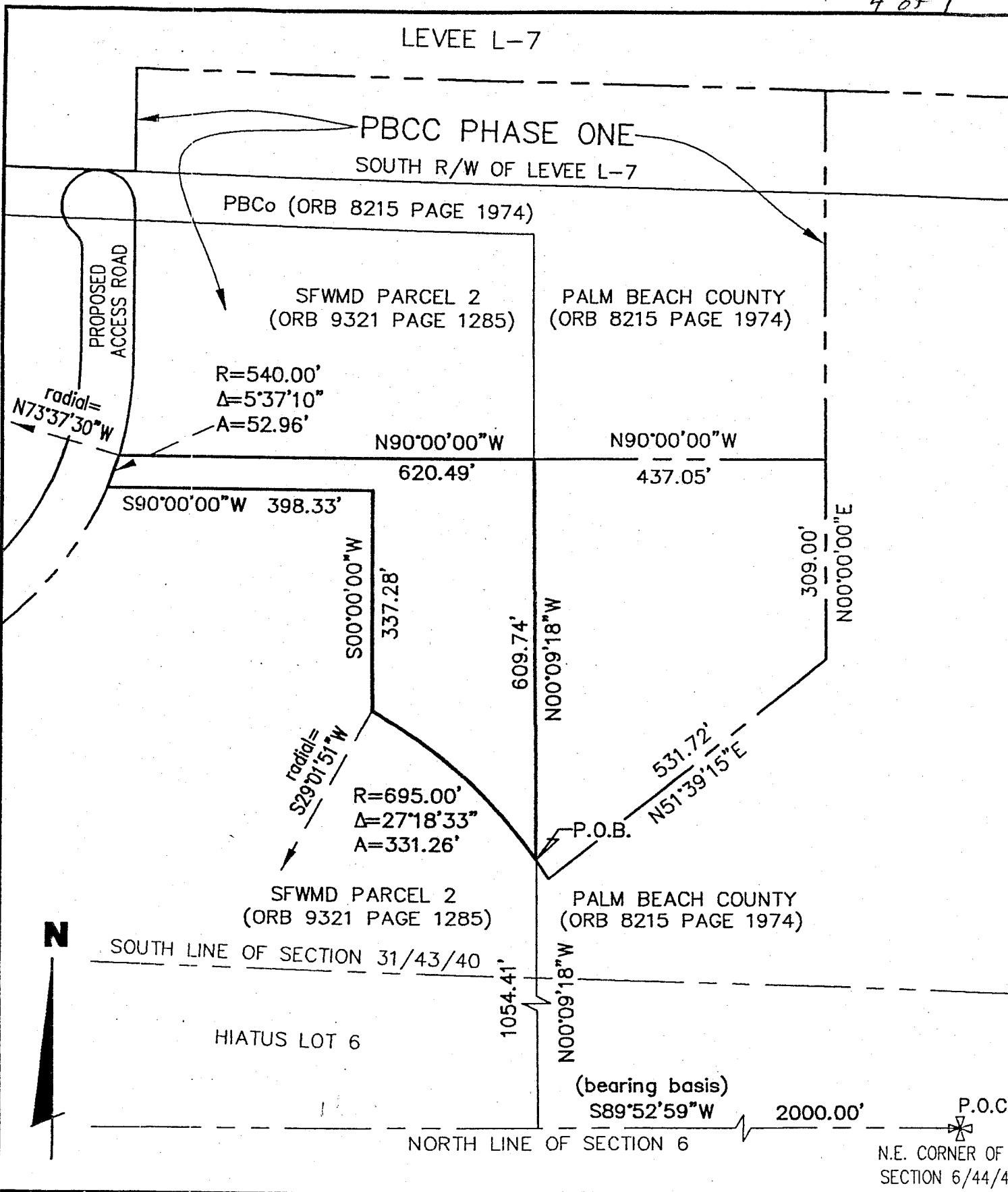


BROWN & PHILLIPS, INC.

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
PBCC PHASE 2	DATE: 3/12/07
CEMIN DOTTION	



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 06-058
CHECKED: JEP	SCALE: 1" = 200'
PROC PHASE 2	DATE: 1/12/07

SCHEDULE TO BENEFICIAL INTERESTS

NAME	ADDRESS	PERCENTAGE OF INTEREST
------	---------	---------------------------

Mary C. LeCroy 13340 89th Place N.
W Palm Beach, FL 33412 12-25%

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Previous on List](#)[Next on List](#)[Return To List](#)[No Events](#)[No Name History](#)[Entity Name Search](#)**Detail by Entity Name****Florida Profit Corporation**

ROTH FARMS, INC.

Filing Information

Document Number 261551

FEI Number 591026176

Date Filed 08/06/1962

State FL

Status ACTIVE

Principal Address27502 STATE ROAD 880
BELLE GLADE FL 33430

Changed 02/24/1999

Mailing AddressP.O. BOX 1300
BELLE GLADE FL 33430

Changed 02/24/1999

Registered Agent Name & AddressROTH, RAYMOND R. JR.
27502 CR 880
BELLE GLADE FL 33430

Name Changed: 04/02/1987

Address Changed: 02/17/2000

Officer/Director Detail**Name & Address**

Title VPT

LECROY, DENNIS
14194 88TH PL N
LOXAHATCHEE FL 33470

Title DP

ROTH JR., RAYMOND
232 N.W. AVE. L
BELLE GLADE FL

Title S

ROTH, RYAN
PO BOX 1300

BELLE GLADE FL 33430

Annual Reports**Report Year Filed Date**

2006	02/14/2006
2007	04/09/2007
2008	04/29/2008

Document Images

04/29/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
02/14/2006 -- ANNUAL REPORT	View image in PDF format
01/03/2005 -- ANNUAL REPORT	View image in PDF format
02/02/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
09/19/2002 -- ANNUAL REPORT	View image in PDF format
02/12/2001 -- ANNUAL REPORT	View image in PDF format
02/17/2000 -- ANNUAL REPORT	View image in PDF format
02/24/1999 -- ANNUAL REPORT	View image in PDF format
04/07/1998 -- ANNUAL REPORT	View image in PDF format
02/28/1997 -- ANNUAL REPORT	View image in PDF format
01/26/1996 -- ANNUAL REPORT	View image in PDF format
01/25/1995 -- ANNUAL REPORT	View image in PDF format

Note: This is not official record. See documents if question or conflict.[Previous on List](#) [Next on List](#) [Return To List](#)**No Events****No Name History**[Entity Name Search](#)

[Home](#) [Contact us](#) [Document Searches](#) [E-Filing Services](#) [Forms](#) [Help](#)
[Copyright and Privacy Policies](#)
Copyright © 2007 State of Florida, Department of State.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID PJ ROTHE-1	DATE (MM/DD/YYYY) 11/24/08
PRODUCER Atlantic Pacific-Bella Glade P.O. Drawer 190 Belle Glade FL 33430 Phone: 561-996-5800 Fax: 561-996-7830		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Roth Farms, Inc. Rick Roth P.O. Box 1300 Belle Glade FL 33430		INSURERS AFFORDING COVERAGE INSURER A: FCCI Insurance Co. INSURER B: AIG INSURER C: INSURER D: INSURER E:	NAIC # 33472

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FPP0000383	03/19/08	03/19/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA0007140	03/19/08	03/19/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE5877905	03/19/08	03/19/09	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001-WC08A-54824	01/01/08	01/01/09	WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured in respects to the General Liability policy. They are also named on the Waiver of Subrogation. 10 days notice of cancellation given for non-payment of premium.

CERTIFICATE HOLDER

PBC/COM
 Palm Beach County Bd of County Commissioners
 Attn: Director
 2633 Vista Parkway
 West Palm Beach FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Jeffrey A. Hoover

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.