

Meeting Date: May 19, 2009 ☒ **Consent** ☐ **Regular**
 ☐ **Workshop** ☐ **Public Hearing**
Department: _____
Submitted By: Cooperative Extension Service

Recommended By: Audrey R. Norman 4/27/2009
Department Director Date

Approved By: [Signature] 5/7/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> | <u>2013</u> |
|-------------------------|---------------|---------------|---------------|---------------|-------------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>13,499</u> | <u>53,994</u> | <u>53,994</u> | <u>40,495</u> | <u> </u> |
| External Revenues | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Program Income (County) | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| In-Kind Match (County) | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| NET FISCAL IMPACT | <u>13,499</u> | <u>53,994</u> | <u>53,994</u> | <u>40,495</u> | <u> </u> |
| ADDITIONAL FTE# | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| POSITIONS (Cumulative) | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

Is Item Included in Current Budget? Yes X No
Budget Account No: Fund 1222 Agency 760 Org 4260 Object 3401
Reporting Category

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

C. Departmental Fiscal Review:

Joan N. McEhee

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

Don Duh 5/5/09
OFMB/Budget cn
5/4/09 5/1/09

An J. Howe 5/10/09
Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

Anne Delgort 5/7/09
Assistant County Attorney

C. Other Department Review:

R.C. 17
Department Director

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

Background and Policy Issues (continued):

A portion of the lands purchased have been leased to persons for agricultural production. It has been necessary for the lands to be managed to insure that the goals of the purchase and lease program are met. This Agricultural Land Management Interlocal Agreement provides the means to achieve a satisfactory management program for the County and the lessee.

PBSWCD has been satisfactorily managing these lands for Palm Beach County for agricultural purposes since July 2000. With the PBSWCD being a public corporation of the State of Florida, having the necessary experience needed by the County, and after checking with PBC Purchasing Department, a decision was made that a bid process was not necessary. PBSWCD has the expertise to understand and relate to the agricultural industry. They have monitored the uses of the land to insure they are being cared for in a manner that meets the agricultural potential and the lease agreement. Any agricultural related issues identified have been addressed with lessees by PBSWCD within an appropriate agricultural framework.

A special revenue fund has been established to receive lease revenue and provide for the costs associated with PBSWCD Management fees and a reserve balance for other BCC approved fund expenditures. This fund has been set up in the financial records where the Agreement and corresponding management fee is established.

The relationship PBSWCD has with the agricultural community and their understanding of agricultural practices have given them the ability to meet the needs of the County and assist in enhancing the agricultural industry's ability to stay productive in the Ag Reserve. This has relieved the County of the need to hire permanent staff to manage the agricultural lands. Palm Beach County Property and Real Estate Management Division (PREM) has handled the leasing of land, collected the lease fees, interfaced with the PBSWCD, received reports from them on the lease management, and received and processed invoices from PBSWCD for management services. The Cooperative Extension Service has assisted in the process by providing input as needed or requested to PREM and PBSWCD on issues related to the management of the agricultural lands for specific crops.

It is necessary for PBSWCD to charge a fee to cover the cost of their management oversight. PREM will continue to monitor the expenditure of funds through this program.

**AGRICULTURAL LAND MANAGEMENT INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
PALM BEACH SOIL & WATER CONSERVATION DISTRICT**

This LAND MANAGEMENT INTERLOCAL AGREEMENT is entered into on this first day of July 2009, between "the Parties," Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Palm Beach Soil & Water Conservation District, a special district created by the Legislature of the State of Florida, hereinafter referred to as "PBSWCD".

WITNESSETH:

WHEREAS, the PBSWCD is a governmental subdivision of State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 582, Florida Statutes which include entering into agreements with public agencies, private corporations or other persons; and

WHEREAS, Chapter 125, Florida Statutes, authorizes the County to convey rights in County owned lands to governmental entities under terms and conditions to be determined by the County; and

WHEREAS, a portion of lands purchased by the County with funds from the March 1999 Conservation Lands Bond Referendum have been or will be leased to persons for agricultural production; and

WHEREAS, it is necessary that these lands be managed to insure that the goals of the purchase and lease program are met; and

WHEREAS, the PBSWCD is empowered to manage lands or interests in land to which the County has acquired title, pursuant to Section 582.20, Florida Statutes; and

WHEREAS, the PBSWCD desires to manage certain County property as further described in Exhibit "A", attached hereto and made a part of, and hereinafter referred to as "the Premises", and

WHEREAS, the County hereby authorizes the management of these lands by the PBSWCD; and

WHEREAS, PBSWCD represents that it is qualified to perform these services, and can be awarded an agreement, therefore in compliance with law and in conformity with the policies and procedures of the County.

NOW, THEREFORE, the County and the PBSWCD, for and in consideration of the mutual covenants and agreements flowing from each to the other, do hereby agree as follows:

ARTICLE 1 – GRANT OF AUTHORITY TO AND RESPONSIBILITIES OF PBSWCD

- 1.1 The Premises, located in the area more commonly referred to as "The Agricultural Reserve," subject to this Agreement is situated in Palm Beach County, State of Florida, and is more particularly described in Exhibit "A".
- 1.2 The PBSWCD shall manage that portion of the Premises which will be leased to persons for agricultural production.
- 1.3 PBSWCD, in cooperation with the County, will prepare a three (3) year management plan that addresses each parcel based on the crop being grown by the lessee. This plan will provide ongoing reasonable assurance that acceptable agricultural practices are being conducted in the form of verified implementation of best management practices (BMPs) agreed to by the lessee and PBSWCD minimizing any impact to the land or offsite water quality. These BMPs and their implementation should be consistent with acceptable agricultural practices, the recommendations of the University of Florida Institute of Food and Agricultural Sciences (IFAS) and those of USDA Natural Resources Conservation Service (NRCS).
- 1.4 County shall reimburse PBSWCD a total annual not-to-exceed contract amount of \$53,994. PBSWCD shall invoice County monthly for payment for the performance of management services based on one-twelfth of the annual fee of \$53,994.
- 1.5 PBSWCD shall provide a quarterly report to County on the status of the premises including change in crops, status of implementation of BMPs, (water management, nutrient, soil erosion-sediment control, pest management and other BMPs as agreed to) and notations of variations in agricultural or other practices that have the potential of degrading the land for continued agricultural purposes. On the latter, a memo of notification shall be sent by PBSWCD to the County, within 30 days from the time the practice is noted by PBSWCD, with a record of how PBSWCD has communicated with the lessee to have the agricultural practice of concern modified to stop any potential property degradation. PBSWCD will provide an annual report to the County and note any suggested changes to the properties that have the potential for enhancing the lease program and overall management of the properties for agricultural purposes.
- 1.6 PBSWCD, by mutual agreement with the County, may assume management of other agricultural leases within Palm Beach County as part of this Agreement by written amendment.
- 1.7 The PBSWD shall comply with all its obligations under Florida Statutes at all times during the terms of this Agreement.

ARTICLE 2 – TERM OF THE AGREEMENT

- 2.1 This Agreement is for a three (3) year term beginning upon execution of the Agreement by both Parties.

ARTICLE 3 – PROJECT MANAGEMENT/NOTICE

- 3.1 The Project Manager for the County is Ross Hering, Director, Property and Real Estate Management, 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, telephone (561) 233-0217. The Project Manager for the PBSWCD is Omelio Sosa, Jr., at PBSWCD, 750 S. Military Trail, Suite G, West Palm Beach, Florida 33415, telephone (561) 683-2285. The parties shall direct all matters arising in connection with the performance of this Agreement 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 the performance of this Agreement.
- 3.2 All notices, demands or other communications to the PBSWCD under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

Palm Beach Soil and Water Conservation District
750 S. Military Trail, Suite G
West Palm Beach, Florida 33411-5605

All notices, demands or other communications to the County under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

Palm Beach County Board of County Commissioners
Property and Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33406

The PBSWCD shall also provide a copy of all notices to the County's Project Manager. All notices required by this Agreement shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

ARTICLE 4 – LIMITATION OF LIABILITY

- 4.1 The PBSWCD assumes any and all risks of personal injury, bodily injury and property damage attributable to the acts or omissions of the PBSWCD and the officers, employees, servants, and agents thereof. The PBSWCD, as a state entity, represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to PBSWCD officers, employees, servants and agents while acting within the scope of their employment with PBSWCD.
- 4.2 PBSWCD and the County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 5 – INSURANCE

- 5.1 The PBSWCD shall throughout the term of this Agreement, provide maintain, and keep in force a program of insurance covering its liabilities as prescribed by Section 768.28 Florida Statutes. PBSWCD shall maintain insurance coverage as shown in Exhibit "B", attached hereto and made a part hereto. In addition, nothing contained herein shall be construed as a waiver of limitations of liability which may be enjoyed by the COUNTY as a landowner, or any other law providing limitations on claims against the landowner.

ARTICLE 6 – TERMINATION/REMEDIES

- 6.1 Termination for cause will be provided by written notice with thirty (30) calendar days to correct the deficiency. If PBSWCD fails to correct the deficiency within this time, or within a cure period agreed to by the Parties, the County will have the option to terminate this Agreement at the expiration of said time period. The County may terminate this agreement without cause by providing thirty (30) calendar days notice to PBSWCD. Should this Agreement be terminated for any reason, legitimate obligations shall be paid during the cure period with prior approval of the County Project Manager so as to provide continuity of the business activities and maintain the PBSWCD's credit standing.

ARTICLE 7 – RECORDS RETENTION/OWNERSHIP

- 7.1 The PBSWCD shall maintain records and the County shall have inspection and audit rights as follows:
- A. Maintenance of Records: The PBSWCD shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Agreement.
 - B. Examination of Records: The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five years from the date of final payment under this Agreement and upon reasonable notice, time and place.
 - C. Extended Availability of Records for Legal Disputes: In the event that the County should become involved in a legal dispute with a third party arising from performance under this Agreement, the PBSWCD shall extend the period of maintenance for all records relating to this Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the County.

ARTICLE 8 – STANDARDS OF COMPLIANCE

- 8.1 The PBSWCD, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations, relating to the performance of this Agreement. The County undertakes no duty to ensure such compliance, but will attempt to advise the PBSWCD, upon request, as to any such laws of which it has present knowledge.
- 8.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit in and for Palm Beach County for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 8.3 The PBSWCD shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the PBSWCD assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the PBSWCD.
- 8.4 The PBSWCD shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state,

municipal or local agency, and other governmental approvals, prior to commencing performance of this Agreement.

ARTICLE 9 – RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The PBSWCD is an independent contractor and is not an employee or agent of the County. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the PBSWCD, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The PBSWCD is free to provide similar services for others.
- 9.2 The PBSWCD shall not assign or sublease, delegate, or otherwise transfer its rights, duties, and obligations as set forth in this Agreement, without the prior written approval of the County. Any attempted assignment in violation of this provision shall be void.
- 9.3 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 mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

ARTICLE 10 – GENERAL PROVISIONS

- 10.1 Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that 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. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect. This provision shall not apply if this Agreement specifies that performance by PBSWCD is specifically required during the occurrence of any of the events herein mentioned.
- 10.2 In the event any provisions of this Agreement shall conflict, or appear to conflict, this Agreement, including all exhibits, shall be interpreted as a whole to resolve any inconsistency.
- 10.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 10.4 Should any term or provision of this Agreement 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 Agreement, to the extent that this Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 10.5 This Agreement may be amended only with the written approval of the Parties hereto.

- 10.6 This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject of this Agreement. The PBSWCD recognizes that any representations, statements or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest. The PBSWCD acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
- 10.7 The Parties agree that time is of the essence in the performance of each and every obligation under this Agreement.
- 10.8 The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
- 10.9 The PBSWCD warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
John F. Koons, Chairman

PALM BEACH SOIL & WATER
CONSERVATION DISTRICT

BY: Eva Webb
Eva Webb, Chairman,
Board of Governing
Supervisors

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Anne Helfant,
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: Audrey R. Norman
Audrey R. Norman,
Department Director

Exhibit A
“Managed Ag Properties”
Legal Descriptions

- Bedner Growers, Inc.
- Bowman Farms, Parcel A
- Bowman Farms, Parcel B
- Bowman Farms, Parcel C
- Floral Acres, LLC
- Pero Family Farms (York)
- Amestoy
- K & M Nursery, Inc.
- Fogg

**Bedner Growers, Inc.
Legal Description**

Lands being comprised of all or portions thereof of Tracts 2 through 8 inclusive, Tracts 25 through 30 inclusive, Tracts 35 through 40 inclusive, Tracts 57 through 62 inclusive, Tracts 67 through 72 inclusive, Tracts 89 through 93 inclusive, and Tracts 100 through 104 inclusive, Section 8, PALM BEACH FARMS CO. PLAT NO. 1, according to the plat thereof as recorded in Plat Book 2, at Page 26 of the Public Records of Palm Beach County, Florida, being more particularly described in the following two (2) parcels:

PARCEL A

Commencing at a found Palm Beach County brass disc in concrete at the Northwest corner of Section 7, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North 89°06'56" East as a basis of bearings along the North line of said Section 7, a distance of 5,530.83 feet to the Northeast corner of said Section 7, also being the Northwest corner of Section 8, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North 89°00'55" East along the North line of said Section 8, a distance of 2,646.06 feet to the Northwest corner of the East one-half (1/2) of said Section 8; thence South 00°12'27" East along the West line of the East one-half (1/2) of said Section 8, a distance of 2,768.83 feet; thence South 89°54'25" East, a distance of 21.12 feet to the POINT OF BEGINNING; thence continue South 89°54'25" East along a line being 38.28 feet South of and parallel to (as measured at right angles) the North line of Tract 72, Section 8, Palm Beach Farms Co. Plat No. 1, as recorded in Plat Book 2, Page 26 of the Public Records of Palm Beach County, Florida, a distance of 342.09 feet; thence South 00°37'38" East along the East line of said Tract 72 also being the West line of Tract 71 of said plat, a distance of 7.92 feet; thence South 89°54'25" East along a line being 46.20 feet South of and parallel to (as measured at right angles) the North line of Tracts 67 through 71 of said plat, a distance of 1,348.89 feet, the preceding three (3) courses also being coincident with the Southerly limits of the Lake Worth Drainage District Lateral-31 according to Chancery Case 407 recorded in Official Record Book 6495, Page 1165 of the Public Records of Palm Beach County, Florida; thence South 09°39'48" West along the West right-of-way line of the E2-W canal as recorded in Deed Book 1111, Page 667 of the Public Records of Palm Beach County, Florida, a distance of 1,226.52 feet to the point of curvature of a circular curve to the left; thence Southerly along the arc of said curve having a radius of 11,709.16 feet and a central angle of 02°04'55", a distance of 425.46 feet; thence South 89°32'28" West along a line being 321.00 feet North of and parallel to (as measured at right angles) the South line of Tracts 100 through 104 of said plat of Palm Beach Farms Co. Plat No. 1, a distance of 1,402.39 feet; thence North 00°39'39" West along the centerline of a 30 foot wide road and a portion of the West line of Tract 104 of said plat, a distance of 15.15 feet; thence North 89°46'38" East, a distance of 15.00 feet; thence North 00°39'39" West along a line being 15.00 feet East of and parallel to (as measured at right angles) said centerline, a portion of the West line of Tract 104, the West line of Tract 89, and a portion of the West line of Tract 72 of said plat, a distance of 1,624.79 feet; thence North 89°54'25" West along a line being 50.00 feet South of and parallel to (as measured at right angles) the North line of said Tract 72, a distance of 15.00 feet, the preceding three (3) courses also being coincident with the Starkey Road right-of-way dedication recorded in Official Record Book 7542, Page 1288 of the Public Records of Palm Beach County, Florida; thence North 00°39'39" West along the centerline of said 30 foot wide road and the West line of a portion of said Tract 72, a distance of 11.72 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 2,503,966 square feet or 57.483 acres more or less.

Bedner Growers, Inc.
Legal Description

PARCEL B

Commencing at a found Palm Beach County brass disc in concrete at the Northwest corner of Section 7, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North 89°06'56" East as a basis of bearings along the North line of said Section 7, a distance of 5,530.83 feet to the Northeast corner of said Section 7, also being the Northwest corner of Section 8, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North 89°00'55" East along the North line of said Section 8, a distance of 2,646.06 feet to the Northwest corner of the East one-half (1/2) of said Section 8; thence South 00°12'27" East along the West line of the East one-half (1/2) of said Section 8, a distance of 90.12 feet to the POINT OF BEGINNING; thence North 89°00'55" East along a line being 90.11 feet South of and parallel to (as measured at right angles) the North line of Tract 8, Section 8, Palm Beach Farms Co. Plat No. 1, as recorded in Plat Book 2, Page 26 of the Public Records of Palm Beach County, Florida, a distance of 343.56 feet; thence South 00°37'38" East along the East line of said Tract 8, also being the West line of Tract 7 of said plat, a distance of 0.53 feet; thence North 89°00'55" East along a line being 90.64 feet South of and parallel to (as measured at right angles) the North line of said Tract 7 and the North line of Tract 6 of said plat, a distance of 653.62 feet; thence North 00°38'31" West along the East line of said Tract 6 also being the West line of Tract 5 of said plat, a distance of 0.53 feet; thence North 89°00'55" East along a line being 90.11 feet South of and parallel to (as measured at right angles) the North line of said Tract 5, a distance of 326.75 feet; thence South 00°40'18" East along the East line of said Tract 5 also being the West line of Tract 4 of said plat, a distance of 0.53 feet; thence North 89°00'55" East along a line being 90.64 feet South of and parallel to (as measured at right angles) the North line of said Tract 4, a distance of 326.85 feet; thence South 00°42'01" East along the East line of said Tract 4 also being the West line of Tract 3 of said plat, a distance of 0.03 feet; thence North 89°00'55" East along a line being 90.67 feet South of and parallel to (as measured at right angles) the North line of said Tract 3, a distance of 326.75 feet; thence North 00°43'48" West along the East line of said Tract 3 also being the West line of Tract 2 of said plat, a distance of 0.03 feet; thence North 89°00'55" East along a line being 90.64 feet South of and parallel to (as measured at right angles) the North line of said Tract 2, a distance of 19.54 feet, the preceding eleven (11) courses also being coincident with the Southerly limits of the Lake Worth Drainage District Lateral-30 as mentioned in Chancery Case 407, recorded in Official Record Book 6495, Page 1165 of the Public Record of Palm Beach County, Florida; thence South 00°20'12" East along the West right-of-way line of the E2-W canal as recorded in Deed Book 1127, Page 250 of the Public Records of Palm Beach County, Florida, a distance of 91.12 feet to the point of curvature of a circular curve to the right; thence Southerly along the West right-of-way line of said E2-W canal and the arc of said curve having a radius of 11,209.16 feet and a central angle of 10°00'00", a distance of 1,956.37 feet; thence South 09°39'48" West along the West right-of-way line of said E2-W canal, a distance of 632.44 feet; thence North 89°54'25" West along a line being 15.00 feet North of and parallel to (as measured at right angles) the South line of Tracts 57 through 62 of said plat of Palm Beach Farms Co. Plat No. 1, said line also being the North line of the Lake Worth Drainage District Lateral-31 as recorded in Official Record Book 1585, Page 505 of the Public Records of Palm Beach County, Florida, a distance of 1,687.09 feet; thence North 00°39'39" West along a line being 15.00 feet East of and parallel to (as measured at right angles) the West line of Tracts 57 and a portion of Tract 40 of said plat, a distance of 931.84 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve having a radius of 2,421.67 feet and a central angle of 06°22'50", a distance of 269.68 feet to a point on the West line of a portion of Tract 40 of said plat, the preceding two (2) courses also being coincident with the Starkey Road right-of-way dedication as recorded in Official Record Book 7542, Page 1261 of the Public Records of Palm Beach County, Florida; thence North 00°39'39" West along a portion of the West line of Tract 40, the West line of Tract 25, and a portion of the West line of Tract 8 of said plat, a distance of 1,424.85 feet; thence North 89°00'55" East along a line being 90.11 feet South of and parallel to (as measured at right angles) the North line of Tract 8 of said plat, a distance of 0.08 feet to the POINT OF BEGINNING.

**Bedner Growers, Inc.
Legal Description**

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 4,993,026 square feet or 114.624 acres more or less.

TOGETHER WITH

PARCEL D:

North 1/2 of the NW 1/4 of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

PARCEL E:

Being the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

PARCEL F:

Being the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

Said lands cumulatively being 90.27 acres more or less.

TOGETHER WITH

An easement for ingress and egress over the North 50 feet of the South one-half (S 1/2) of the North one-half (N 1/2) of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

LESS AND EXCEPT THE FOLLOWING TWO WETLANDS PARCELS AS SHOWN ON THE SURVEY PREPARED BY DENNIS J. LEAVY AND ASSOCIATES, JOB NO. 01-027, REV-2, DATED 5/1/01, AS REVISED 6/18/01:

1. The West Preserve Area - 12.38 +/- acres
2. The South Preserve Area - 4.16 +/- acres

**Bowman Farms Parcel A
Legal Description**

File Number: 2101041
PARCEL A

TRACT 9, LESS THE NORTH 74.83 FEET THEREOF AND TRACTS 10, 12, 14, AND 16, LESS THE NORTH 76.0 FEET THEREOF; TRACTS 11, 13 AND 15, LESS THE NORTH 75.98 FEET THEREOF; TRACTS 17 THROUGH 24, INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 80, INCLUSIVE, LESS THE NORTH 38.28 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120 INCLUSIVE, LESS THE SOUTH 15 FEET THEREOF, BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET OF TRACTS 9, 24, 41, 56, 73, 88, 105 AND 120 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

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

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

File Number: 2101040
PARCEL B:

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

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

PARCEL B-1:

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

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

**Bowman Farms Parcel A
Legal Description****PARCEL B-2:**

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

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE SOUTH LINE OF SAID BLOCK 7; THENCE NORTH 0°21'39" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SMITH-SUNDY ROAD, A DISTANCE OF 977.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°21'39" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 422.13 FEET; THENCE SOUTH 89°38'01" EAST, A DISTANCE OF 356.43 FEET; THENCE SOUTH 10°49'15" WEST, A DISTANCE OF 429.26 FEET; THENCE NORTH 89°38'01" WEST, A DISTANCE OF 478.34 FEET TO THE POINT OF BEGINNING.

PARCEL B-3:

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

File Number: 2101039

PARCEL C

TRACTS 9, 11, 13 AND 15, LESS THE NORTH 90.64 FEET THEREOF; TRACTS 10, 12 AND 14, LESS THE NORTH 90.67 FEET THEREOF; TRACT 16, LESS THE NORTH 90.11 FEET THEREOF; TRACTS 17 THROUGH 24 INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 77, INCLUSIVE, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 78 AND 79, LESS THE NORTH 32.0 FEET THEREOF; TRACT 80, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF, BLOCK 8, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STARKBY ROAD CONVEYED TO THE COUNTY OF PALM BEACH BY THE DEED RECORDED IN OFFICIAL RECORD BOOK 4325, PAGE 1661, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**Bowman Farms Parcel B
Legal Description**

File Number: 2101041
PARCEL A

TRACT 9, LESS THE NORTH 74.83 FEET THEREOF AND TRACTS 10, 12, 14, AND 16, LESS THE NORTH 76.0 FEET THEREOF; TRACTS 11, 13 AND 15, LESS THE NORTH 75.98 FEET THEREOF; TRACTS 17 THROUGH 24, INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 80, INCLUSIVE, LESS THE NORTH 38.28 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120 INCLUSIVE, LESS THE SOUTH 15 FEET THEREOF, BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET OF TRACTS 9, 24, 41, 56, 73, 88, 105 AND 120 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

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

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

Bowman Farms Parcel C Legal Description

File Number: 2101041
PARCEL A

TRACT 9, LESS THE NORTH 74.83 FEET THEREOF AND TRACTS 10, 12, 14, AND 16, LESS THE NORTH 76.0 FEET THEREOF; TRACTS 11, 13 AND 15, LESS THE NORTH 75.98 FEET THEREOF; TRACTS 17 THROUGH 24, INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 80, INCLUSIVE, LESS THE NORTH 38.28 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120 INCLUSIVE, LESS THE SOUTH 15 FEET THEREOF, BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET OF TRACTS 9, 24, 41, 56, 73, 88, 105 AND 120 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

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

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

File Number: 2101040
PARCEL B:

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

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

PARCEL B-1:

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

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE NORTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 32 (SAID NORTH RIGHT OF WAY LINE BEING A LINE 15 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 42 EAST AND THE SOUTH LINE OF SAID BLOCK 7); THENCE NORTH 0°21'59" EAST, ALONG THE SAID EAST LINE OF SMITH-SUNDY ROAD, A DISTANCE OF 649.49 FEET; THENCE SOUTH 89°38'01" EAST, A DISTANCE OF 316.93 FEET; THENCE SOUTH 0°21'59" WEST, A DISTANCE OF 310.12 FEET; THENCE SOUTH 89°38'01" EAST, A DISTANCE OF 192.65 FEET; THENCE SOUTH 0°21'59" WEST, A DISTANCE OF 338.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LATERAL CANAL NO. 32; THENCE NORTH 89°43'47" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 309.58 FEET TO THE POINT OF BEGINNING.

**Bowman Farms Parcel C
Legal Description****PARCEL B-2:**

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

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE SOUTH LINE OF SAID BLOCK 7; THENCE NORTH 0°21'59" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SMITH-SUNDY ROAD, A DISTANCE OF 977.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°21'59" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 422.13 FEET; THENCE SOUTH 89°38'01" EAST, A DISTANCE OF 336.43 FEET; THENCE SOUTH 10°49'15" WEST, A DISTANCE OF 429.26 FEET; THENCE NORTH 89°38'01" WEST, A DISTANCE OF 478.54 FEET TO THE POINT OF BEGINNING.

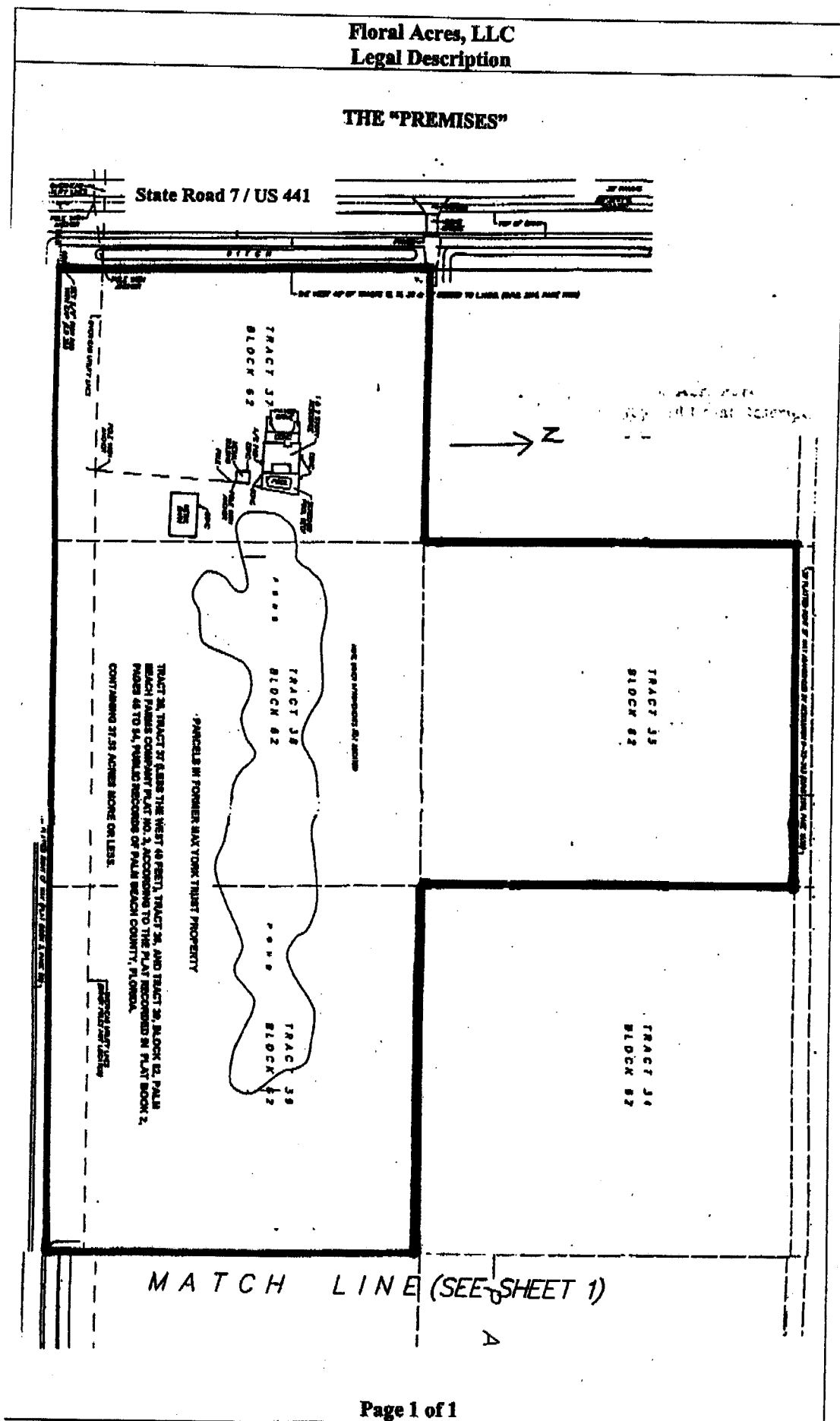
PARCEL B-3:

THE SOUTH 395.00 FEET OF TRACT 40, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE WEST 13 FEET THEREOF FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

File Number: 2101039

PARCEL C

TRACTS 9, 11, 13 AND 15, LESS THE NORTH 90.64 FEET THEREOF; TRACTS 10, 12 AND 14, LESS THE NORTH 90.67 FEET THEREOF; TRACT 16, LESS THE NORTH 90.11 FEET THEREOF; TRACTS 17 THROUGH 24 INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 73 THROUGH 77, INCLUSIVE, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 78 AND 79, LESS THE NORTH 32.0 FEET THEREOF; TRACT 80, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF, BLOCK 8, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STARKEY ROAD CONVEYED TO THE COUNTY OF PALM BEACH BY THE DEED RECORDED IN OFFICIAL RECORD BOOK 4325, PAGE 1661, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



Pero Family Farms, Inc. (York)
Legal Description

TRACT 25, LESS THE EAST 29 FEET FOR LYONS ROAD RIGHT OF WAY; TRACTS 26 THROUGH 32, AND THE E 1/2 OF THE 30 FOOT ABANDONED RIGHT OF WAY WEST OF AND ADJACENT TO TRACT 32; TRACT 41, TOGETHER WITH THE E 1/2 OF THE 30 FOOT ABANDONED RIGHT OF WAY LYING WEST OF AND ADJACENT TO TRACT 41; AND TRACTS 42 THROUGH 48, LESS THE EAST 29 FEET OF TRACT 48 FOR LYONS ROAD RIGHT OF WAY, IN BLOCK 62 OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

TRACTS 33 AND 40, TOGETHER WITH THE W 1/2 OF THE ABANDONED RIGHT OF WAY LYING EAST OF AND ADJACENT TO TRACTS 33 AND 40, BLOCKS 62 OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

and

TRACT 10 (LESS THE NORTH THIRTY FEET), TRACT 11 (LESS THE NORTH THIRTY FEET), TRACT 12 (LESS THE NORTH THIRTY FEET AND WEST FORTY FEET), TRACT 13 (LESS THE WEST FORTY FEET), TRACT 14, TRACT 15, TRACT 34, TRACT 36 (LESS THE WEST FORTY FEET).

ALL OF WHICH ARE LOCATED IN BLOCK 62 IN PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT, RECORDED IN PLAT BOOK 2 AT PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THAT THIRTY FOOT PLATTED ROAD RIGHT OF WAY, ABANDONED BY PALM BEACH COUNTY RESOLUTION R73-263 AND RECORDED IN OFFICIAL RECORD BOOK 2178, PAGE 1038, RUNNING EAST AND WEST LYING BETWEEN THE FOLLOWING PARCELS OF LAND:

TRACT 13 (LESS THE WEST FORTY FEET), TRACT 14 AND TRACT 15, ON THE NORTH, AND TRACT 34, TRACT 33, AND TRACT 36 (LESS THE WEST FORTY FEET) ON THE SOUTH.

ALL OF WHICH ARE LOCATED IN BLOCK 62 IN PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT, RECORDED IN PLAT BOOK 2 AT PAGES 45 TO 54, ALL THE ABOVE BEING IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

and

TRACTS 1 THROUGH 9, AND TRACTS 16 THROUGH 24, BLOCK 62, PALM BEACH FARMS COMPANY PLAT # 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY.

TOGETHER WITH (1) 30 FOOT ABANDONED RIGHT OF WAY LYING BETWEEN TRACTS 8 & 9 (LESS NORTH 30 FEET) AND TRACTS 16 & 17, AND (2) 30 FOOT ABANDONED RIGHT OF WAY LYING SOUTH OF TRACTS 16-24 (LESS EAST 29 FEET), AND THAT PART OF THE 30 FOOT RIGHT OF WAY LOCATED IN BLOCK 62 OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY A LINE BEING CONNECTED FROM THE SOUTHEAST CORNER OF TRACT 16 TO THE SOUTHWEST CORNER OF TRACT 17; BOUNDED ON THE EAST BY A LINE BEING CONNECTED FROM THE SOUTHWEST CORNER OF TRACT 17 TO THE NORTHWEST CORNER OF TRACT 32; BOUNDED ON THE SOUTH BY A LINE BEING CONNECTED FROM THE NORTHWEST CORNER OF TRACT 32 TO THE NORTHEAST CORNER OF TRACT 33; BOUNDED ON THE WEST BY A LINE BEING CONNECTED FROM THE NORTHEAST CORNER OF TRACT 33 TO THE SOUTHEAST CORNER OF TRACT 16.

AND EXCLUDING THEREFROM THE EAST 29 FEET OF TRACTS 1 & 24 (LYONS ROAD RIGHT OF WAY) AND NORTH 30 FEET OF TRACTS 1-9 (LAKE WORTH DRAINAGE DISTRICT - LATERAL CANAL NO. 28).

Pero Family Farms, Inc. (McMurrain)
Legal Description

LANDS BEING COMPRISED OF ALL OR PORTIONS THEREOF OF TRACTS 1 THROUGH 38 INCLUSIVE, AND TRACTS 40 THROUGH 54 INCLUSIVE, BLOCK 65, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN THE FOLLOWING FIVE (5) PARCELS:

PARCEL NO. 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND BLOCK 65, A DISTANCE OF 71.94 FEET; THENCE S.88°58'00"W., DEPARTING SAID EAST LINE, A DISTANCE OF 232.37 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE FOR STATE ROAD NO.7 (U.S. HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 93210-2524, SHEETS 6 THROUGH 10 (LAST REVISION DATE 11-02-99, 2-5-98, 11-2-99, 2-5-98, AND 2-5-98, RESPECTIVELY), AND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10644, PAGE 353 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL 1; THENCE S.89°51'07"W., ALONG A LINE 30.36 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACTS 1 AND 2, BLOCK 65, A DISTANCE OF 1113.22 FEET TO A POINT ON THE WEST LINE OF TRACT 2, BLOCK 65; THENCE N.00°02'29"W., ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 0.86 FEET; THENCE S.89°51'07"W., ALONG A LINE 29.70 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 3, BLOCK 65, A DISTANCE OF 680.05 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 3; THENCE S.00°02'16"E., ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 4.82 FEET; THENCE S.89°51'07"W., ALONG A LINE 34.32 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 4, BLOCK 65, A DISTANCE OF 675.05 FEET TO THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.00°02'03"E., ALONG SAID CENTERLINE, A DISTANCE OF 30.85 FEET; THENCE S.89°37'57"W., ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID SECTION 12 AND THE NORTH LINE OF SAID BLOCK 65, A DISTANCE OF 2489.54 FEET; THENCE S.00°33'24"E., ALONG A LINE 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION 12 AND THE WEST LINE OF SAID BLOCK 65, A DISTANCE OF 585.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT 7, BLOCK 65; THENCE N.89°57'53"E., ALONG THE SOUTH LINE OF SAID TRACT 7, A DISTANCE OF 75.00 FEET; THENCE S.00°33'24"E., ALONG A LINE 150.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF TRACT 8, BLOCK 65, A DISTANCE OF 675.04 FEET TO THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.89°57'52"W., ALONG SAID CENTERLINE, A DISTANCE OF 105.12 FEET; THENCE S.00°33'24"E., ALONG A LINE 44.88 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF TRACTS 21 AND 22, BLOCK 65, A DISTANCE OF 1335.66 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 22; THENCE N.89°57'23"E., ALONG THE SOUTH LINE OF TRACTS 22 THROUGH 28, INCLUSIVE, A DISTANCE OF 4991.30 FEET TO A POINT IN THE AFOREMENTIONED WEST RIGHT OF WAY FOR STATE ROAD NO.7 (U.S. HIGHWAY 441); THENCE N.01°03'04"W., ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 2649.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1 THE EAST 1/4 OF TRACT 2, BLOCK 65 OF PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND BLOCK 65, A DISTANCE OF 2796.87 FEET; THENCE S.88°58'00"W., DEPARTING SAID EAST LINE, A DISTANCE OF 230.73 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE FOR STATE ROAD NO.7 (U.S. HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 93210-2524, SHEETS 6 THROUGH 10 (LAST REVISION DATE 11-02-99, 2-5-98, 11-2-99, 2-5-98, AND 2-5-98, RESPECTIVELY), AND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10644, PAGE 353 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL 2; THENCE S.89°57'23"W., ALONG A LINE 45.10 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 29, BLOCK 65, A DISTANCE OF 501.01 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE N.00°02'42"W., ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 1.54 FEET; THENCE S.89°57'23"W., ALONG A LINE 43.56 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 30, BLOCK 65, A DISTANCE OF 660.22 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 30; THENCE N.00°02'57"W., ALONG THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 3.30 FEET; THENCE S.89°57'23"W., ALONG A LINE 40.26 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACTS 31, 32, 33, AND 34, BLOCK 65, A DISTANCE OF 2670.90 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT 34; THENCE N.00°01'36"W., ALONG

*County owns 40% of this property.
We used to monitor this property
for the SFWD until Nov 2008
Now they are doing it themselves
(SFWD)*

Pero Family Farms, Inc. (McMurrain)
Legal Description

THE WEST LINE OF SAID TRACT 34, A DISTANCE OF 0.50 FEET; THENCE S.89°57'23"W., ALONG A LINE 39.76 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 35, BLOCK 65, A DISTANCE OF 1154.58 FEET; THENCE S.00°33'24"E., ALONG A LINE THAT IS 50.16 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF TRACTS 35, 36, 49, AND 50, BLOCK 65, A DISTANCE OF 2500.61 FEET; THENCE N.89°44'03"E., ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF TRACTS 50, 51, AND 52, BLOCK 65, A DISTANCE OF 2467.25 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.00°02'03"E., ALONG SAID CENTERLINE, A DISTANCE OF 69.64 FEET; THENCE N.89°44'03"E., ALONG A LINE 30.36 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF TRACTS 53 AND 54, BLOCK 65, A DISTANCE OF 1335.79 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 54; THENCE N.00°02'29"W., ALONG SAID EAST LINE OF TRACT 54, A DISTANCE OF 585.05 FEET TO THE SOUTHWEST CORNER OF TRACT 44, BLOCK 65; THENCE N.89°56'39"E., ALONG THE SOUTH LINE OF SAID TRACT 44 AND THE SOUTH LINE OF TRACT 43, BLOCK 65, A DISTANCE OF 1195.87 FEET TO A POINT IN THE AFOREMENTIONED WEST RIGHT OF WAY FOR STATE ROAD NO.7 (U.S. HIGHWAY 441); THENCE N.01°03'04"W., ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 1965.05 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS FROM PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS PLAT NO. 3; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND BLOCK 65, A DISTANCE OF 3415.72 FEET; THENCE S.89°57'09"W., DEPARTING SAID EAST LINE, A DISTANCE OF 2062.73 FEET TO THE NORTHEAST CORNER OF TRACT 39, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S.89°57'09"W., ALONG THE NORTH LINE OF SAID TRACT 39, BLOCK 65 AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 675.26 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. NO. 3; THENCE S.00°02'03"E., ALONG SAID CENTERLINE, SAID CENTERLINE ALSO BEING 15 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID TRACT 39, A DISTANCE OF 675.13 FEET TO THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. NO. 3; THENCE N.89°56'54"E., ALONG SAID CENTERLINE, SAID CENTERLINE ALSO BEING 15 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID TRACT 39, A DISTANCE OF 675.31 FEET; THENCE N.00°02'16"W., ALONG THE EAST LINE OF SAID TRACT 39 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 675.08 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH PARCEL 3

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.89°44'03"W., ALONG THE NORTH LINE OF SAID SECTION 13 AND THE SOUTH LINE OF BLOCK 65, A DISTANCE OF 1436.27 FEET; THENCE DEPARTING SAID LINE S.00°02'29"E., ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 55, BLOCK 65, A DISTANCE OF 3.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°02'29"E., ALONG SAID PROLONGATION OF TRACT 55, A DISTANCE OF 677.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 13; THENCE S.89°37'30"W., ALONG SAID LINE, A DISTANCE OF 1209.09 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 13; THENCE S.89°37'30"W., ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 13, A DISTANCE OF 2653.96 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE N.01°12'33"W., ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 589.29 FEET; THENCE N.89°44'03"E., ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 2656.28 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 13; THENCE N.00°59'20"W., ALONG SAID LINE, A DISTANCE OF 96.05 FEET; THENCE N.89°44'03"E., ALONG A LINE 3.96 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1220.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL 4:

A STRIP OF LAND LYING WITHIN A PORTION OF TRACTS 29 THROUGH 35 INCLUSIVE, BLOCK 65, PALM BEACH FARMS CO. PLAT NO. 3, SAID STRIP ALSO LYING WITHIN A PORTION OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK 65; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND THE EAST LINE OF SAID BLOCK 65, A DISTANCE OF 2,796.87 FEET; THENCE DEPARTING SAID LINE, S.88°59'00"W., A DISTANCE OF 230.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE FOR STATE ROAD NO.7 (U.S. HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 93210-2524 AND AS

Pero Family Farms, Inc. (McMurrain)
Legal Description

DESCRIBED IN THE ORDER OF TAKING IN OFFICIAL RECORD BOOK 10644, PAGE 353 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°57'23"W., ALONG A LINE 45.10 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 29, A DISTANCE OF 501.01 FEET; THENCE N.00°02'42"W., ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 1.54 FEET TO A POINT ON A LINE 43.58 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 30; THENCE S.89°57'23"W., ALONG SAID LINE, A DISTANCE OF 680.22 FEET; THENCE N.00°02'57"W., ALONG THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 3.30 FEET; THENCE S.89°57'23"W., ALONG A LINE 40.28 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACTS 31 THROUGH 34 INCLUSIVE, A DISTANCE OF 2,670.80 FEET; THENCE N.00°01'36"W., ALONG THE WEST LINE OF SAID TRACT 34, A DISTANCE OF 0.50 FEET; THENCE S.89°57'23"W., ALONG A LINE 39.78 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 35, A DISTANCE OF 1,154.58 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE WORTH DRAINAGE DISTRICT E-1W-N CANAL, SAID POINT BEING 50.16 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID TRACT 35; THENCE N.04°52'58"W., A DISTANCE OF 70.01 FEET TO A POINT ON THE SOUTH LINE OF TRACT 22, SAID POINT BEING 44.88 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID TRACT 22; THENCE N.89°57'23"E., ALONG THE SOUTH LINE OF SAID TRACTS 22 THROUGH 28 INCLUSIVE, SAID LINE ALSO BEING THE NORTH LINE OF A PLATTED 30 FOOT ROADWAY AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 4,881.30 FEET TO A POINT IN THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR STATE ROAD NO. 7 (U.S. HIGHWAY 441); THENCE S.01°03'04"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 75.11 FEET TO THE POINT OF BEGINNING.

AND

TOGETHER WITH PARCEL 5:

A PARCEL OF LAND LYING WITHIN A PORTION OF TRACT 2, BLOCK 65 PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SAID PARCEL ALSO LYING WITHIN SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK 65; THENCE S.89°37'57"W., ALONG THE NORTH LINE OF SAID SECTION 12 AND THE NORTH LINE OF SAID BLOCK 65, A DISTANCE OF 684.29 FEET; THENCE DEPARTING SAID NORTH LINE, S.00°02'42"E., ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 2, BLOCK 65, PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 72.83 FEET TO A POINT ON A LINE LYING 30.36 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUES S.00°02'42"E., ALONG SAID EAST LINE, A DISTANCE OF 638.63 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 2; THENCE S.89°57'53"W., ALONG THE SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 330.05 FEET; THENCE N.00°02'36"W., DEPARTING SAID SOUTH LINE, A DISTANCE OF 637.98 FEET TO A POINT ON AFORESAID PARALLEL LINE; THENCE N.89°51'07"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying within all of Tracts 41 and 44 and a portion of Tracts 29, 30, 42, and 43, of Block 65 Palm Beach Farms Co. Plat No. 3 according to the plat thereof as recorded in Plat Book 2, Pages 45 through 54 inclusive of the Public Records of Palm Beach County, Florida, said parcel also lying within Section 12, Township 46 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 12; thence South 01°01'00" East, as a basis of bearings, along the East line of said Block 65 said line also being the East line of said Section 12, a distance of 2,796.87 feet; thence departing said East line South 88°59'00" West, a distance of 230.73 feet to the POINT OF BEGINNING; thence South 01°03'04" East, along the West right of way line for State Road No. 7 (U.S. Highway 441) as shown on that certain Florida Department of Transportation right of way map Section 93210-2524 and as described in the order of taking recorded in Official Record Book 10644, Page 353, Palm Beach County, Records, a distance of 1,965.05 feet; thence South 89°56'39" West, along the South line of said Tracts 43 and 44 of Block 65 Palm Beach Farms Co. Plat No. 3, a distance of 1,195.87 feet to the Southwest corner of said Tract 44; thence North 00°02'29" West, along the West line of said Tracts 44, 41, and 30 of Block 65 Palm Beach Farms Co. Plat No. 3 a distance of 1,966.54 feet; thence North 89°57'23" East, a distance of 680.22 feet; thence South 00°02'42" East, a distance of 1.54 feet; thence North 89°57'23" East, a distance of 501.01 feet to the POINT OF BEGINNING.

Said Lands situate, lying and being in Palm Beach County, Florida

**Amestoy
Legal Description**

Real Property lying in Palm Beach County, Florida:

Parcel A

Section 25, Township 45 South, Range 41 East, the Southwest quarter of the Northeast quarter (LESS the North 145 feet) and the North 290 feet of the West half of the Southeast quarter
Parcel Control Number: 00-41-45-25-00-000-1020

Parcel B

Section 25, Township 45 South, Range 41 East, the Southeast quarter of the Northeast quarter (LESS the North 145 feet and the Easterly 248.93 feet for State Road 7 Right of Way) and the North 290 feet of the East half of the Southeast quarter (LESS the Easterly 248.93 feet for State Road 7 Right-of-Way)
Parcel Control Number: 00-41-45-25-00-000-1040

Parcel C

Section 25, Township 45 South, Range 41 East, the East half of the Southeast quarter (LESS the North 290 feet, the South 600 feet of the Easterly 900 feet, the North 330 feet of the South 930 feet of the Easterly 923.58 feet and the Easterly 263.58 feet for State Road 7 Right-of-Way)
Parcel Control Number: 00-41-45-25-00-000-5010

Parcel D

Section 25, Township 45 South, Range 41 East, the South 600 feet of the Easterly 900 feet of the Southeast quarter (LESS the Easterly 263.58 feet for State Road 7 Right-of-Way)
Parcel Control Number: 00-41-45-25-00-000-5020

Parcel E

Section 25, Township 45 South, Range 41 East, the West half of the Southeast quarter (LESS the North 290 feet)
Parcel Control Number: 00-41-45-25-00-000-5030

Parcel F

Section 25, Township 45 South, Range 41 East, the North 330 feet of the South 930 feet of the Easterly 923.58 feet of the Southeast quarter (LESS the Easterly 263.58 feet for State Road 7 Right-of-Way)
Parcel Control Number: 00-41-45-25-00-000-5040

Parcel G

A portion of that strip of land located between the North line of the Northeast quarter of Section 36, Township 45 South, Range 41 East, as surveyed by the State of Florida in 1912, and the North section line of the Northeast quarter of Section 36, Township 45 South, Range 41 East, as surveyed by the Federal Government in 1872, more particularly described as follows:

The North 130 feet more or less of Tract 1 and the North 130 feet more or less of the East 165 feet more or less of Tract 2 of Block 61, Palm Beach Farms Company Plat No. 3, according to the plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

Together with the 25 foot tract of land lying to the North of Tract 1 and to the North of the East 165 feet more or less of Tract 2 of Block 61, Palm Beach Farms Company Plat No. 3, according to the plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

~~Mesa Farms, Inc.~~ (Amestoy)
Legal Description

LESS the Right of Way of State Road 7 as now laid out and in use and as shown in Road Plat Book 1, Page 38; Road Plat Book 1, Page 43 and Road Plat Book 7, Page 21 and instruments recorded in Deed Book 648, Page 190 and O.R. Book 10511, Page 215, Public Records of Palm Beach County, Florida.

Remainder Parcel

A parcel of land in Section 36, Township 45 South, Range 41 East, Palm Beach County, Florida, being a part of Tract 2, Block 61, Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54, Public Records of Palm Beach County, Florida, said parcel being between the North line of said Section 36 according to the Federal Survey of 1872 and the North line of Section 36 according to the State Survey of 1912, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 36 according to the Federal Survey of 1872; thence North 89° 56' 29" West, (State Plane Grid Bearing Datum), along the North line of said Section 36 according to the 1872 Survey, 103.08 feet to the West Right of Way line of State Road No. 7 (U.S. 441) as shown in Road Plat Book 1, Page 38, Public Records of Palm Beach County, Florida; thence continue North 89° 56' 29" West along said North line of the 1872 survey, 747.67 feet to the Point of Beginning and the Northeast corner of the parcel described herein, said point being on a line that is 165 feet West of and parallel with the East line of said Tract 2; thence continue North 89° 56' 29" West along said North line, 343.63 feet; thence South 2° 35' 58" West, a distance of 152.16 feet to the North line of said Section 36 according to the State Survey of 1912; thence North 89° 35' 58" East, along the said North line of the 1912 Survey, a distance of 352.12 feet to a line that is 165 feet West of and parallel with the East line of said Tract 2; thence North 00° 36' 28" West along said parallel line, 149.20 feet to the Point of Beginning. (Property Control Number: 00-42-43-27-05-061-0012)

Amestoy Gap Parcel

A parcel of land lying between the existing State Road 7 Right-of-Way Parcels 114 and 115, recorded in O.R. Book 10511, Page 215 and the East 248.93 feet of the Southeast quarter of the Northeast quarter (LESS the North 145.00 feet) and the East 248.98 feet of the North 290.00 feet of the East half of the Southeast quarter and the East 263.58 feet of the East half of the Southeast quarter (LESS the North 290.00 feet), All in Section 25, Township 45 South, Range 41 East, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Section 25, Township 45 South, Range 41 East, Palm Beach County position based on the survey by the Federal Government in 1872: thence North 89° 56' 31" West along the South line of said Section 25, a distance of 263.52 feet to said existing West Right-of-Way line of State Road 7 according to Parcels 114 and 115, recorded in O.R. Book 10511, Page 215 and the Point of Beginning; thence continue North 89° 56' 31" West along said Section line, a distance of 0.13 feet to said West line of the East 263.58 feet of the East half of the Southeast quarter of said Section 25; thence North 01° 18' 43" West along said line lying 263.58 feet West of and parallel with the East line of said Section 25, a distance of 2411.73 feet to the South line of the North 290.00 feet of the East half of the Southeast quarter of said Section 25; thence North 89° 31' 58" East along said line lying 290.00 feet South of and parallel with the North line of the Southeast quarter of said Section 25, a distance of 14.65 feet to the West line of the East 248.93 feet of the North 290.00 feet of the East half of the Southeast quarter of said Section 25; thence North 01° 18' 43" West along said line lying 248.93 feet West of and parallel with the East line of said Section 25, a distance of 1495.96 feet to the South line of the North 145.00 feet of the Southeast quarter of the Northeast quarter of said Section 25; thence North 89° 16' 12" East along said line lying 145.00 feet South of and parallel with the North 145.00 feet of the Southeast quarter of the Northeast quarter of said Section 25, a distance of 9.04 feet to said existing West Right-of-Way line of State Road 7 according to Parcels 114 and 115 recorded in O.R. Book 10511, Page 215, thence South 00° 58' 00" East along said existing Right-of-Way line, a distance of 3907.46 feet to said South line of the East half of the Southeast quarter of said Section 25 and the Point of Beginning.

**K & M Nursery, Inc.
Legal Description**

EXHIBIT "A"

The North One-Half (N ½) of the South One-Half (S ½) of the North One-Half (N ½) of the Southeast Quarter (SE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida (aka Tract B, **KING SOUTH, KING NORTH, NIEBEL, TOWNSEND WEST AND TOWNSEND EAST PLAT**, as recorded in Plat Book 104, Page 47, public records of Palm Beach County, Florida.)

Together with an easement for ingress and egress over the North 50 feet of the South Half (S ½) of the North One-Half (N ½) of Section 13, Township 45 South, Range 41 East, Palm Beach, County, Florida.

and

The South Half (S ½) of the North Half (N ½) of the North Half (N ½) of the Southeast Quarter (SE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida (aka Tract C, **KING SOUTH, KING NORTH, NIEBEL, TOWNSEND WEST AND TOWNSEND EAST PLAT**, as recorded in Plat Book 104, Page 47, public records of Palm Beach County, Florida.)

Together with an easement for ingress and egress over the North 50 feet of the South Half (S ½) of the North Half (N ½) of Section 13, Township 45 South, Range 41 East, Palm Beach, County, Florida.

FOGG PROPERTY

LEGAL DESCRIPTION:

A PORTION OF TRACTS 19 THROUGH 24, 41 THROUGH 46, 51 THROUGH 56 AND A PORTION OF A ROAD, DYKE AND DITCH RESERVATION, 30.00 FEET IN WIDTH, ALL LYING WITHIN BLOCK 54, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 24; THENCE NORTH $38^{\circ}39'08''$ WEST, A DISTANCE OF 80.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH $00^{\circ}23'24''$ EAST, ALONG A LINE 50.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EAST LINE OF SAID TRACT 24, 41 AND 56, A DISTANCE OF 1,413.80 FEET; THENCE SOUTH $89^{\circ}36'22''$ WEST, ALONG THE SOUTH LINE OF SAID TRACTS 51 THROUGH 56, A DISTANCE OF 1,612.37 FEET; THENCE NORTH $00^{\circ}08'58''$ WEST, A DISTANCE OF 1,411.17 FEET; THENCE NORTH $89^{\circ}26'03''$ EAST, A DISTANCE OF 367.22 FEET, THENCE SOUTH $00^{\circ}23'24''$ EAST, A DISTANCE OF 2.18 FEET; THENCE NORTH $89^{\circ}26'03''$ EAST, A DISTANCE OF 1,239.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.165 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
301 NORTH OLIVE AVENUE
WEST PALM BEACH FL 33402

Administrator

Issue Date 6/20/08

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0456 COVERAGE PERIOD: FROM 10/1/08 COVERAGE PERIOD: TO 10/1/09 12:00 Midnight Standard Time

TYPE OF COVERAGE – LIABILITY

General Liability

- ☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- ☒ Errors and Omissions Liability
- ☒ Supplemental Employment Practice
- ☒ Employee Benefits Program Administration Liability
- ☒ Medical Attendants/Medical Directors' Malpractice Liability
- ☒ Broad Form Property Damage
- ☐ Law Enforcement Liability
- ☒ Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible N/A

Automobile Liability

- ☒ All owned Autos (Private Passenger)
- ☒ All owned Autos (Other than Private Passenger)
- ☒ Hired Autos
- ☒ Non-Owned Autos

Limits of Liability
* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☐ Buildings
 - ☐ Basic Form
 - ☐ Special Form
- ☒ Miscellaneous
 - ☐ Inland Marine
 - ☒ Electronic Data Processing
 - ☒ Bond
 - ☐
- ☐ Personal Property
 - ☐ Basic Form
 - ☒ Special Form
- ☐ Agreed Amount
- ☒ Deductible \$500
- ☒ Coinsurance 90%
- ☐ Blanket
- ☒ Specific
- ☒ Replacement Cost
- ☐ Actual Cash Value

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- ☒ Statutory Workers' Compensation
- ☒ Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- ☐ Deductible N/A
- ☐

Automobile/Equipment – Deductible

- ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Funding for Fiscal Year 2008-2009.
The Certificate Holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

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 AGREEMENT ABOVE.

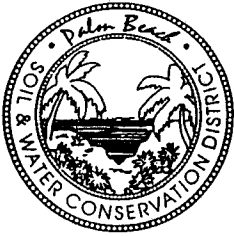
DESIGNATED MEMBER

PALM BEACH SOIL & WATER CONSERVATION DISTRICT
750 SOUTH MILITARY TRAIL SUITE G
WEST PALM BEACH FL 33415 3963

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



**PALM BEACH SOIL & WATER
CONSERVATION DISTRICT**

750 South Military Trail • Suite G
West Palm Beach, Florida 33415-3963
(561) 683-2285 • Fax (561) 683-8205

Eva Webb
Frank Longo
Brad W. Cline
Melanie T. Peterson
Jeffrey Joyner

March 24, 2009

Mrs. Audrey Norman
Director, Palm Beach County Extension
559 N. Military Trail
West Palm Beach, FL 33415

RE: Renewal of Land Management Interlocal Agreement #R2006 1317

Dear Mrs. Norman:

On behalf of the Palm Beach Soil & Water Conservation District Board and Staff, I am pleased to request that the Interlocal Agreement between Palm Beach County Board of County Commissioners and Palm Beach Soil & Water Conservation District be renewed. The purpose of this agreement has been to monitor the implementation of Best Management Practices (BMPs) on county property leased for agricultural production in the Ag Reserve.

During the March Board Meeting, a unanimous decision was made to maintain the proposed fee at the same level as the current agreement of \$53,994 per year for the next three years. The current agreement expires in July 2009.

We look forward to our continued work with PBC Commissioners. Please feel free to contact our office, should you have any questions or need additional information.

Sincerely,

Eva Webb, Chair
Palm Beach Soil & Water Cons. District

