

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **November 16, 2010** ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Second Amendment to Lease Agreement with Pero Family Farms, LLC (R2001-1541) releasing 1.09 acres of property from the leased premises necessary for construction of the Lyons Road extension, and providing for a prorata reduction in rent; and

B) adopt a resolution authorizing the reductions for the above referenced Lease Agreement.

Summary: The County acquired the 272 acre York property in 2000 for \$3,751,050 (\$13,791/acre) as part of the Ag Reserve program for preservation of farmland. On September 11, 2001, the Board approved a lease with Pero Family Farms. The term of the Lease runs through August 20, 2011, with two (2) extension options, each for five (5) years. Rent is currently \$500/acre/year. This Second Amendment: (i) reduces the Premises by 1.09 acres effective January 15, 2011, to release land required for the Lyons Road right-of-way; (ii) provides for a corresponding prorata reduction of rent based upon the reduction in acreage; (iii) includes standard language acknowledging the Office of the Inspector General; and (iv) acknowledges Pero Family Farm's approval of the construction plans for Lyons Road. **(PREM) District 5 (HJF)**

Background and Justification: The County Engineering Department intends to commence construction of the Lyons Road Extension Project in February 2011, and requested that 1.09 acres of the property be designated as right-of-way. An amendment to the Lease is required to reduce the land area leased to Pero. No reservation for future reduction of the Premises for the Rural Parkway Easement adjacent to Lyons Road is included. Other than a prorata rent reduction, Pero will not be receiving any compensation for the reduction in land area. Pero has reviewed and approved the construction plans for Lyons Road. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Since the Statute does not require the Disclosure and since these are amendments to the Lease Agreements which were previously approved by the Board, Staff did not request new Disclosures. Previous documentation provided identified Peter Pero, IV, Frank Pero, Charles Pero and Angela Pero as the sole Members in Pero Family Farms, LLC.

Attachments:

1. Location Map
2. Second Amendment
3. Resolution
4. Fiscal Impact Calculations

Recommended By: Ret Army Wolf 10/21/10
Department Director Date

Approved By:  11/1/2010
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$324.82</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$324.82</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes ☐ No ☒

Budget Account No: Fund 1222 Dept 760 Unit 4260 Object 3401
Program _____

**Assumes extension option will be exercised.*

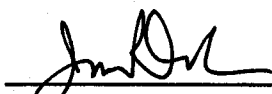
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Revenue from Ag Reserve Leases is allocated to Maintenance of Environmentally Sensitive Lands. Because rent for the entire year was paid in advance in September of this year, a credit of \$324.82 will be applied to the next rental payment due in August of 2011. If the extension option is not exercised beginning August 21, 2011, the County will owe Pero Family Farms \$324.82. See Attachment 4 for fiscal impact calculations.

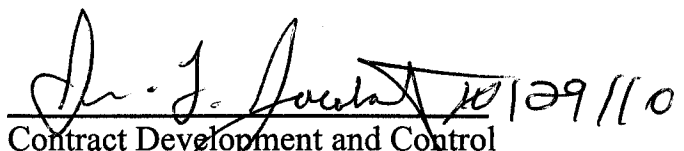
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

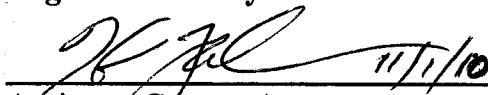

OFMB

8/22/10
10/21/10


Contract Development and Control

This amendment complies with
our review requirements.

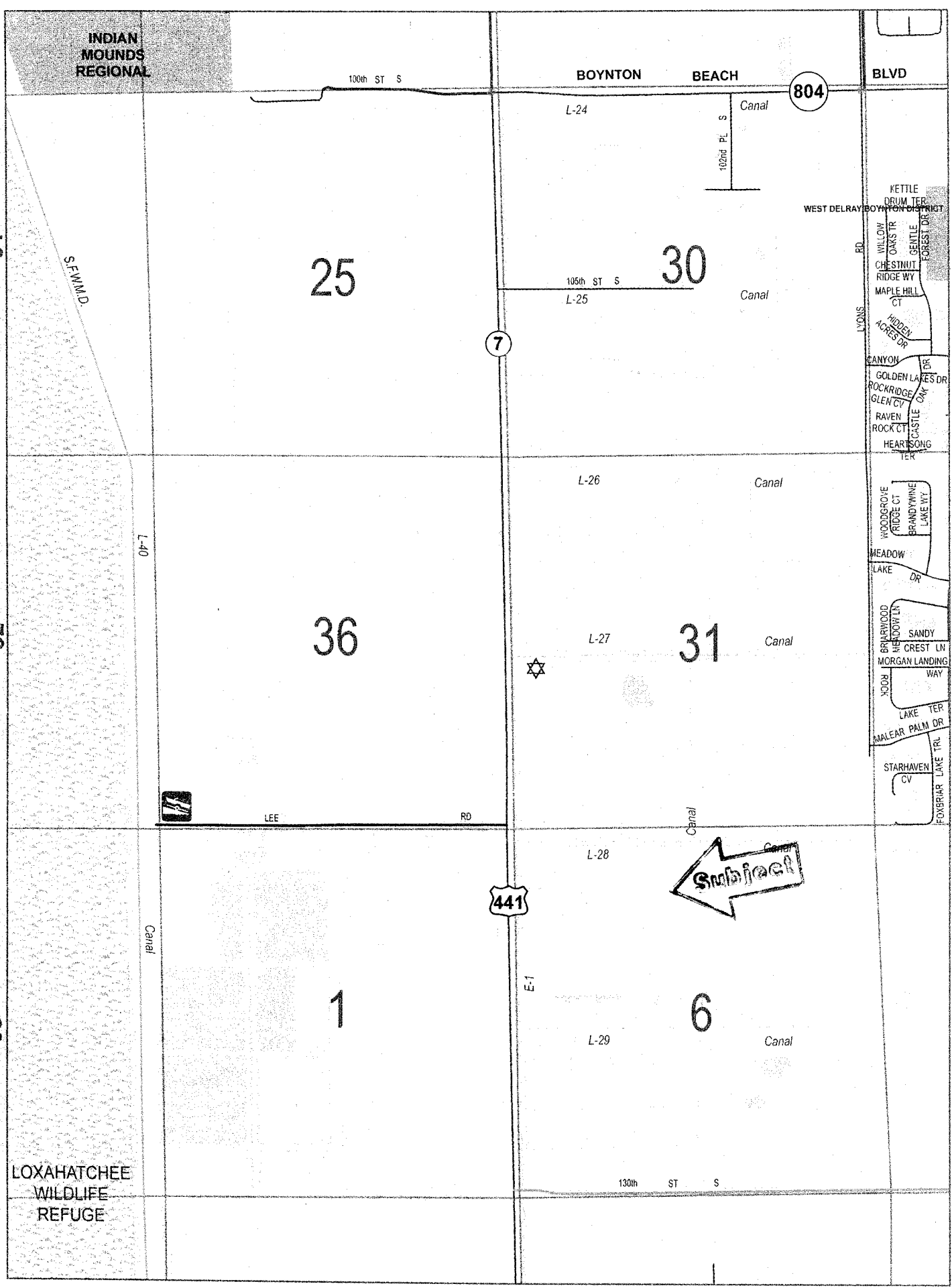
B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION MAP

ATTACHMENT # /

Handwritten signature or mark.

SECOND AMENDMENT TO LEASE AGREEMENT

between

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

and

**PERO FAMILY FARMS, LLC,
a Florida limited liability company**

G:\Property Mgmt Section\In Lease\Pero Family Farms, Inc\Second Amendment\2nd Amend.002.HF app.080210.rev 2.HF app.090810.doc

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT, is made and entered into this ____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Pero Family Farms, LLC, a Florida limited liability company formerly known as Pero Family Farms, Inc., a Florida corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Pero Family Farms, Inc., entered into a Lease Agreement dated September 11, 2001, (R2001-1541) (the "Lease") with County for approximately 272 acres of farm land; and

WHEREAS, Pero Family Farms, Inc., subsequently converted its corporate status to that of a limited liability company and is now Pero Family Farms, LLC; and

WHEREAS, County is preparing to extend Lyons Road through the leased premises; and

WHEREAS, County and Tenant wish to amend the Lease to release the Lyons Road property from the leased premises and provide for a prorata reduction of the rent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.
2. Tenant acknowledges that the County's Thoroughfare Plan calls for Lyons Road to be extended through the Premises. Tenant agrees to release the required right-of-way from the Lease on January 15, 2011. Tenant shall not be entitled to any compensation on account of the release of the required right-of-way from the Lease other than a prorata reduction of Rent for the land area within the right-of-way so released.
3. Section 1.01 of the Lease is modified to release the 1.09 acres of real property described in Exhibit "A", attached hereto and made a part hereof, from the

Premises, which release shall be effective January 15, 2011. Upon release of the 1.09 acres, the Premises shall consist of approximately 270.91 acres of farm land.

4. Section 2.01 of the Lease is modified to provide that effective January 15, 2011, the annual net Rent for the Premises is reduced to One Hundred Thirty-Five Thousand Four Hundred Fifty-Five and no/100 Dollars (\$135,455.00).
5. In connection with the construction of Lyons Road, County shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the Lyons Road right-of-way. County has developed plans for the redesign of said ditches and/or canals, which plans are included in the Construction Plans for Lyons Road, Project No. 2005503, dated August 30, 2010. Tenant acknowledges having reviewed and approved the plans identified above, which approval is evidenced by Tenant's execution of this Second Amendment. County shall be responsible for the physical construction/relocation of said ditches and/or canals at County's cost and expense. County shall cause its contractors to coordinate such construction activities with Tenant and take such measures as Tenant may reasonably request to minimize the impact of such construction activities on Tenant's farming operations. Tenant acknowledges that some of those construction activities will take place within the relocation area for the ditches and canals, which area lies adjacent to the Lyons Road right-of-way in the area legally described in the Exhibit "B" attached hereto and made a part hereof (the "Temporary Construction Area"). In no event, however, shall County be liable to Tenant for damage to, or destruction of, crops lying within the confines of the right-of-way and/or the Temporary Construction Area.
6. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into the agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
7. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

8. Except as modified by this Second Amendment, the Lease remains unmodified and in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, County and Tenant have executed this Second Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

COUNTY

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney


By: Zeit Armstrong
Department Director

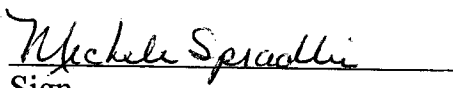
WITNESS:

TENANT


Sign
Steven Carvajal
Print Name

PERO FAMILY FARMS, LLC
a Florida limited liability company

By: 
Name: Angela Pero
Title: President


Sign
MICHELE SPRADLIN
Print Name

(Witness signatures continued on next page)

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SECOND AMENDMET
TO LEASE AGREEMENT

(signature page – continued)

WITNESSES AS TO PALM BEACH COUNTY:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

EXHIBIT "A"

RELEASED PROPERTY

LYONS ROAD RIGHT-OF-WAY

EXHIBIT "A"

A PORTION OF TRACTS 1, 24, 25 AND 48, BLOCK 62, OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SECTION 6, TOWNSHIP 46 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 18.00 FEET OF THE EAST 47.00 FEET OF SAID TRACT 1, BLOCK 62, LESS THE NORTH 30.00 FEET THEREFROM;

AND

THE WEST 18.00 FEET OF THE EAST 47.00 FEET OF SAID TRACT 24, BLOCK 62;

AND

THE WEST 18.00 FEET OF THE EAST 47.00 FEET OF SAID TRACT 25, BLOCK 62;

AND

THE WEST 18.00 FEET OF THE EAST 47.00 FEET OF SAID TRACT 48, BLOCK 62.

AND

THE WEST 18.00 FEET OF THE EAST 47.00 FEET OF THE EXISTING 30.00 FOOT ROAD, DYKE AND DITCH RESERVATION IN BLOCK 62 LYING BETWEEN SAID TRACTS 24 AND 25.

SAID PARCEL CONTAINS 47,497 SQUARE FEET OR 1.0904 ACRES MORE OR LESS.

BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

LEGEND

D.B. = DEED BOOK

LWDD = LAKE WORTH

DRAINAGE DISTRICT

O.R.B. = OFFICIAL RECORDS BOOK

PBC = PALM BEACH COUNTY

R/W = RIGHT OF WAY

STA = STATION

BEARING BASE;

BEARINGS SHOWN HEREON ARE REFERENCED TO STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED, FLORIDA EAST ZONE, REFERENCE A BEARING OF SOUTH 00°23'30" EAST ALONG THE EAST RIGHT OF WAY LINE OF LYONS ROAD, SAID LINE ALSO BEING THE EAST LINE OF TRACT "Z", REFERENCE THE PLAT OF CANYON LAKES PRESERVE AREA NO. 5, PLAT BOOK 101, PAGES 173-175, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY DAVID JOSEPH WICHSER, P.S.M., IN THE OFFICE OF BETSY LINDSAY INC., SURVEYING & MAPPING, 7997 S.W. JACK JAMES DRIVE, STUART, FLORIDA, 34997.

DAVID JOSEPH WICHSER, P.S.M.
FLORIDA CERTIFICATE NO. 5565

1/20/09
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

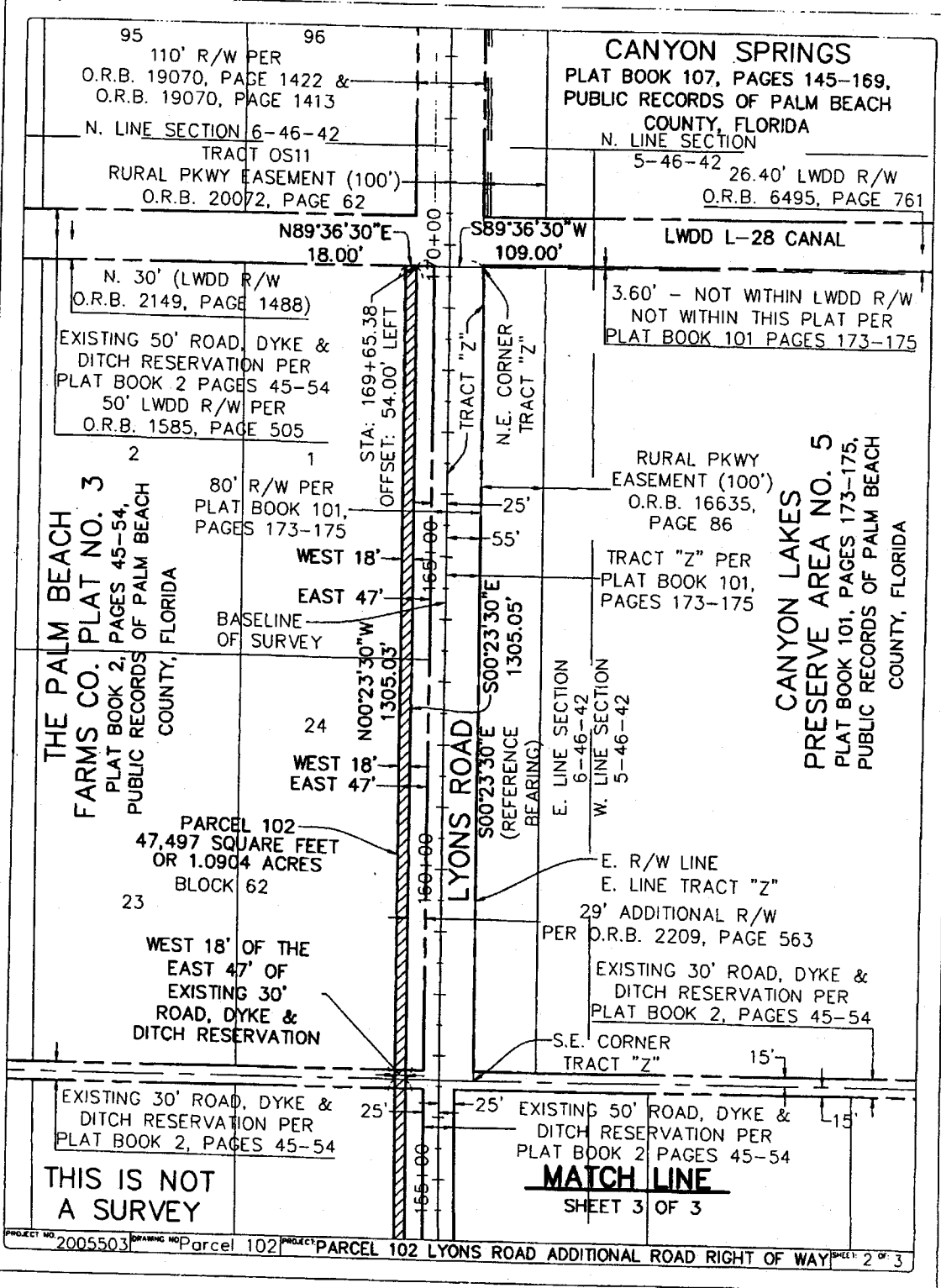
SHEET	1
TRACT NO.	3
2005503	

PROJECT	
PARCEL 102 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY	
DESIGN FILE NAME	DRAWING NO.
Parcel 102 Lyons Rd.	Parcel 102

REVISION	BY	DATE
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2	EDIT PER PBC	D.B. 03/06/08
3	EDIT PER PBC	D.B. 05/07/08
4	EDIT PER PBC	D.B. 06/11/08
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6	EDIT PER PBC	D.B. 06/26/08
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98	EDIT PER PBC	D.B. 06/26/08
99	EDIT PER PBC	D.B. 06/26/08
100	EDIT PER PBC	D.B. 06/26/08

B	BETSY LINDSAY, INC.
	SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997	
(772)286-5753 (772)286-5803 FAX	
LICENSED BUSINESS NO. 0852	

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THIS IS NOT
A SURVEY

MATCH LINE
SHEET 3 OF 3

EXHIBIT "B"

TEMPORARY CONSTRUCTION AREA

A PORTION OF TRACTS 1, 24, 25 AND 48, BLOCK 62, OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SECTION 6, TOWNSHIP 46 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE WEST 40.00 FEET OF THE EAST 87.00 FEET OF SAID TRACT 25, BLOCK 62;
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THE WEST 40.00 FEET OF THE EAST 87.00 FEET OF THE EXISTING 30.00 FOOT ROAD,
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DAVID JOSEPH WICHSER, P.S.M.
FLORIDA CERTIFICATE NO. 5565

DATE

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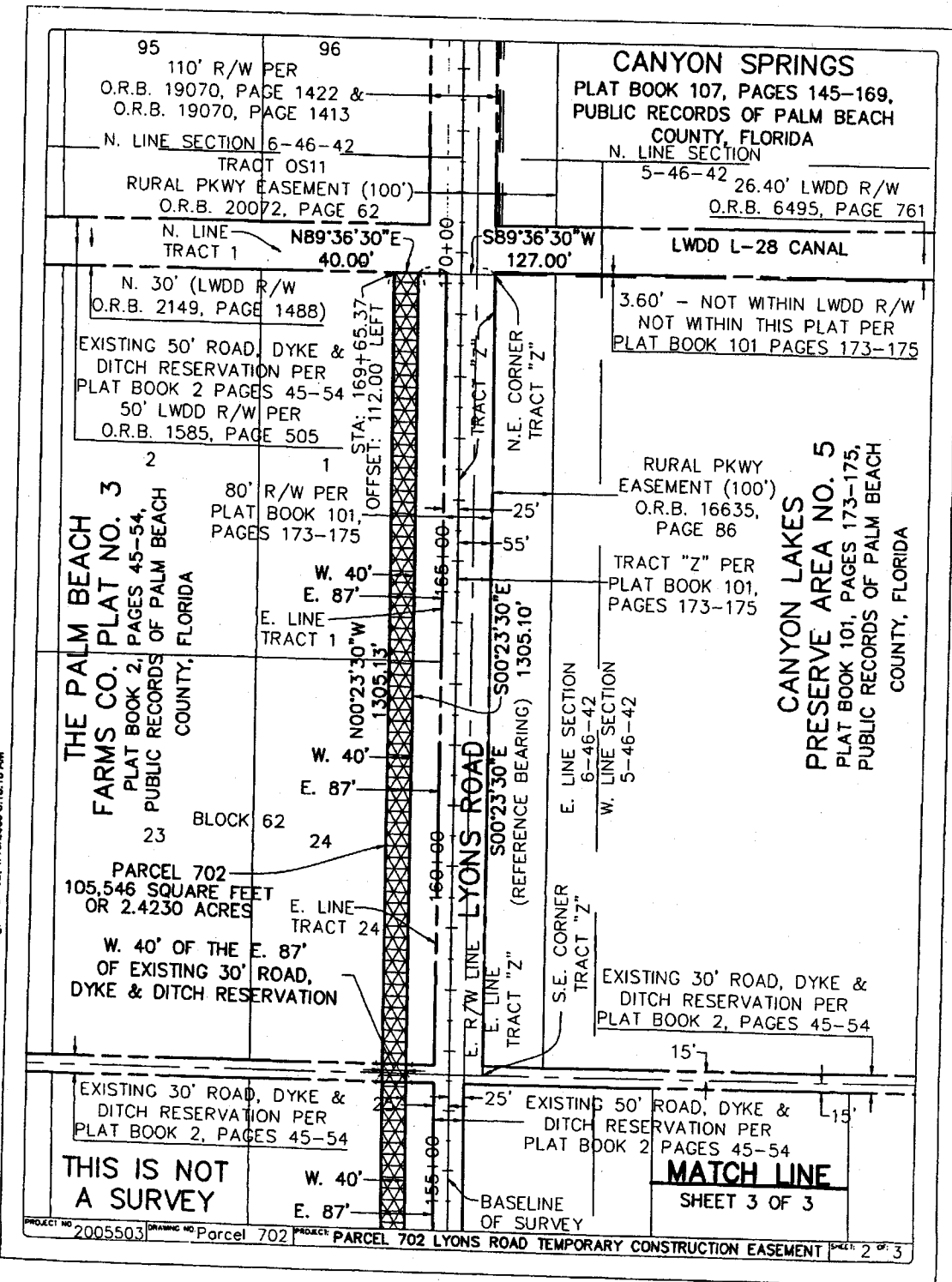
PROJECT NO <div style="border: 1px solid black; padding: 2px; text-align: center;">3</div> PROJECT NO 2005503	PARCEL 702 LYONS ROAD TEMPORARY CONSTRUCTION EASEMENT	SHEET NO 1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> DESIGN FILE NAME Parcel 702 Lyons Rd. </td> <td style="width: 50%;"> DRAWING NO Parcel 702 </td> </tr> </table>	DESIGN FILE NAME Parcel 702 Lyons Rd.	DRAWING NO Parcel 702
DESIGN FILE NAME Parcel 702 Lyons Rd.	DRAWING NO Parcel 702				

NO	REVISION	BY	DATE
1	REV. 1 - 1/2" X 1/4" TRACTS	0.8	08/28/06
2	REV. 2 - 1/2" X 1/4" TRACTS	0.8	08/28/06

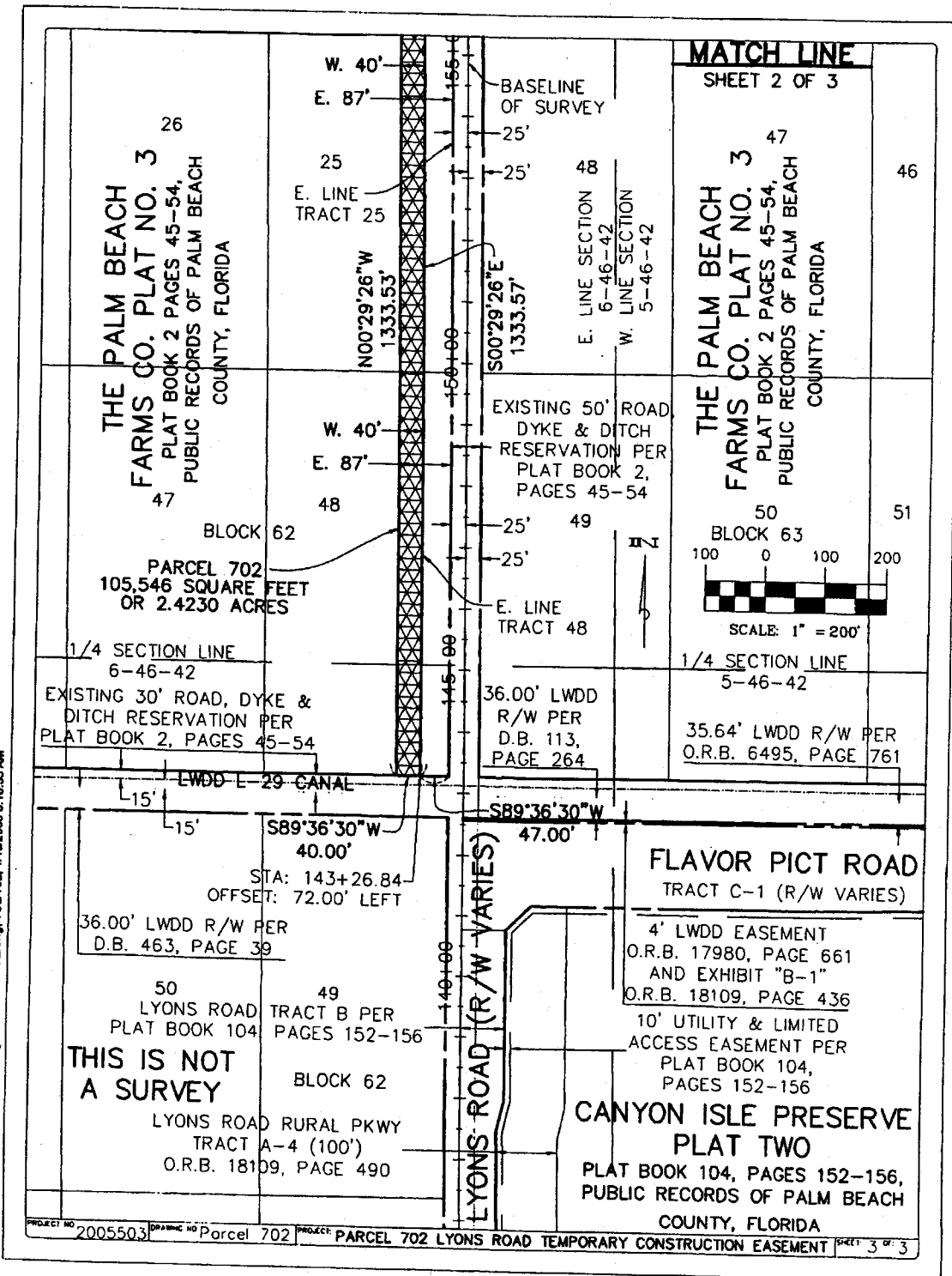
7997 S.W. JACK JAMES DRIVE (772)226-5750 (772)226-5633 FAX LICENSED BUSINESS NO. 6932	<div style="font-size: 2em; font-weight: bold; float: left; margin-right: 10px;">B</div> <div> BETSY LINDSAY, INC. SURVEYING AND MAPPING </div>
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S:\08PROJECTS\06-50 LYONS ROAD\dwg\SL-TCE\SL-TCE.dwg, TCE 702, 1/16/2009 8:18:35 AM



RESOLUTION NO. 2010-_____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, AUTHORIZING A RELEASE OF
PROPERTY FROM THE LEASED PREMISES AND A PRORATA
REDUCTION OF RENT DUE PURSUANT TO THE LEASE
AGREEMENT BETWEEN THE COUNTY AND PERO FAMILY
FARMS, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Pero Family Farms, LLC, a Florida limited liability company (f/k/a Pero Family Farms, Inc.), ("Tenant"), pursuant to a lease agreement dated September 11, 2001 (R2001-1541), leases 272 acres from Palm Beach County in the Ag Reserve for the purpose of agricultural production;

WHEREAS, Tenant has agreed to release 1.09 acres of property from the leased premises for County's planned extension of Lyons Road and County has agreed to a prorata reduction of rent for the land area within the right-of-way so released;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds: that the release of property from the leased premises by Pero Family Farms, LLC, is necessary for construction of the Lyons Road extension, and it is therefore in the best interests of the County to agree to a prorata reduction in rent in order to obtain use of the land for construction of Lyons Road.

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 Reduce Rent

The Board of County Commissioners of Palm Beach County shall amend its lease agreement dated September 11, 2001 (R2001-1541) with Pero Family Farms, LLC, a Florida limited liability company, by entering into the Second Amendment to Lease Agreement attached hereto and incorporated herein by reference, in order to release from the leased premises the 1.09 acres identified in the Second Amendment for the use identified above and reduce the annual net rent for the leased premises to One Hundred Thirty-Five Thousand Four Hundred Fifty-Five and no/100 Dollars (\$135,455.00), effective January 15, 2011.

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

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

Section 4. Effective Date

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

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

COMMISSIONER KAREN T. MARCUS
COMMISSIONER
COMMISSIONER SHELLEY VANA
COMMISSIONER STEVEN L. ABRAMS
COMMISSIONER BURT AARONSON
COMMISSIONER
COMMISSIONER

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2010.

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: *Keith Anthony Wayne*
Department Director

FISCAL IMPACT CALCULATIONS

Tuesday, 10/19/10, page 1 of 1 /

Pero Family Farms Amendment #2 Lyons Road Right of Way reduction.

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$324.82</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$324.82</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>	<u>\$545.00*</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

**assumes the extension option is exercised*

For FY11:

- The reduction is effective on January 15, 2011
- The current rent for the period of 8/21/10 through 8/20/11 is \$136,000/year
(272 acres x \$500.00/acre)
- The reduced rent will be \$135,455/year
(270.91 acres x \$500.00/acre)

Rent for the current term expiring 8/20/11 was paid for the entire year in September of this year.

The prorated reduction for the period from 1/15/11 to 8/20/11 is calculated as follows:

1.09 acres @ \$500.00/acre = \$545.00/year (\$1.49 per day)

1/15/11 – 8/20/11 = 218 days

\$1.49 x 218 days = \$324.82

A credit of \$324.82 will be applied to the next rental payment in September of 2011. If the renewal option is not exercised, the County will be obligated to reimburse Pero Family Farms \$324.82.

G:\Property Mgmt Section\In Lease\Pero Family Farms, Inc\Second Amendment\BASFiscalInfo.10.19.10.docx

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Detail by Entity Name

Florida Limited Liability Company

PERO FAMILY FARMS, LLC

Filing Information

Document Number L06000092694
FEI/EIN Number 592717661
Date Filed 09/21/2006
State FL
Status ACTIVE
Effective Date 04/01/1986
Last Event CONVERSION
Event Date Filed 09/21/2006
Event Effective Date NONE

Principal Address

14095 STATE ROAD 7
DELRAY BEACH FL 33446

Mailing Address

14095 STATE ROAD 7
DELRAY BEACH FL 33446

Registered Agent Name & Address

PERO, ANGELA
14095 STATE ROAD 7
DELRAY BEACH FL 33446 US

Manager/Member Detail

Name & Address

Title MGR

PERO, PETER IV
14095 STATE ROAD 7
DELRAY BEACH FL 33446

Title MGR

PERO, FRANK
14095 STATE ROAD 7
DELRAY BEACH FL 33446

Title MGR

PERO, CHARLES
14095 STATE ROAD 7
DELRAY BEACH FL 33446

Title MGR

PERO, ANGELA
14095 STATE ROAD 7
DELRAY BEACH FL 33446

Annual Reports**Report Year Filed Date**

2008	04/28/2008
2009	04/17/2009
2010	04/30/2010

Document Images

04/30/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
03/14/2007 -- ANNUAL REPORT	View image in PDF format
09/21/2006 -- Florida Limited Liability	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](#)

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State of Florida, Department of State

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF PALM BEACH

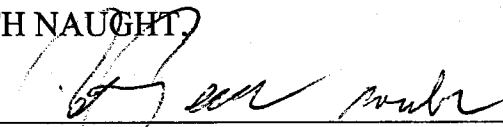
BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

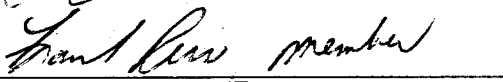
1. The undersigned are the Members of Pero Family Farms, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a member managed limited liability company.
5. The undersigned are all members of the Company and are authorized to legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned have the right and authority to enter into that certain Second Amendment To Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Second Amendment"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Second Amendment.
7. The undersigned hereby authorize Angelo Pero to execute the Second Amendment in her capacity as President of the Company.
8. Upon execution and delivery of the Second Amendment and documents by Angela Pero, President, all of the aforesaid shall be valid agreements of and be binding upon the Company.


9. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement, certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

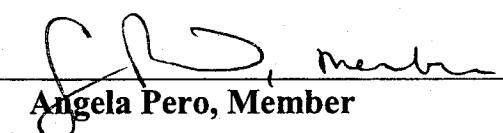
10. The undersigned acknowledge that affiants are familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Second Amendment.

FURTHER AFFIANTS SAYETH NAUGHT

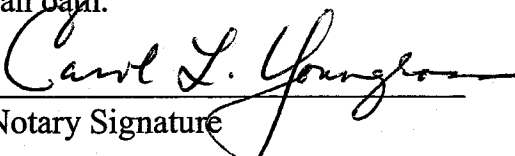

Peter Pero IV, Member


Frank Pero, Member


Charles Pero, Member


Angela Pero, Member

SWORN TO AND SUBSCRIBED before me on this 28th day of Sept, 2010
by Peter Pero IV, Member of Pero Family Farms, LLC on behalf of the Company
who is personally known to me OR who produced
_____, as identification and who did take an oath.


Notary Signature

Carol L. Youngross
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

2

NOTARY PUBLIC-STATE OF FLORIDA
Carol L. Youngross
Commission #DD904479
Expires: AUG. 17, 2013
BONDED THRU ATLANTIC BONDING CO, INC.

SWORN TO AND SUBSCRIBED before me on this 28th day of Sept, 2010
by Frank Pero, Member of Pero Family Farms, LLC on behalf of the Company
who is personally known to me OR who produced _____
_____, as identification and who did take an oath.

Carol L. Youngross
Notary Signature

Carol L. Youngross
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Carol L. Youngross
Commission #DD904479
Expires: AUG. 17, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

SWORN TO AND SUBSCRIBED before me on this 28th day of Sept, 2010
by Charles Pero, Member of Pero Family Farms, LLC on behalf of the Company
who is personally known to me OR who produced _____
_____, as identification and who did take an oath.

Carol L. Youngross
Notary Signature

Carol L. Youngross
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Carol L. Youngross
Commission #DD904479
Expires: AUG. 17, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

SWORN TO AND SUBSCRIBED before me on this 28th day of Sept, 2010,
by Angela Pero, Member of Pero Family Farms, LLC on behalf of the Company
who is personally known to me OR who produced _____
_____, as identification and who did take an oath.

Carol L. Youngross
Notary Signature

Carol L. Youngross
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Carol L. Youngross
Commission #DD904479
Expires: AUG. 17, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		YUX9W4P4	DATE (MM/DD/YYYY) 05/05/2010		
PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC. 5605 Glenridge Drive - Suite 300 Atlanta, GA 30342 404 497-7500		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 Pero Family Farms Food Company, LLC Pero Vegetable Co., LLC 14095 State Road 7 Delray Beach, FL 33446		INSURERS AFFORDING COVERAGE	NAIC #		
		INSURER A: Charter Oak Fire Ins Co			
		INSURER B: St. Paul Fire & Marine Ins Co			
		INSURER C:			
		INSURER D:			
		INSURER E:			
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4692N816	05/01/2010	05/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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 <input checked="" type="checkbox"/> Comp/Coll Ded - \$1,000	4692N816	05/01/2010	05/01/2011	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 AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	QK06803725	05/01/2010	05/01/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Palm Beach County is included as additional insured on the general liability policy referenced herein, as required by written contract subject to policy terms, conditions, and exclusions.					
CERTIFICATE HOLDER			CANCELLATION		
Palm Beach County BOCC Property & Real Estate Management Att: Director 2633 Vista Parkway West Palm Beach, FL 33411-5605			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 Page 1 of 1		