

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

Meeting Date:	November 16, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

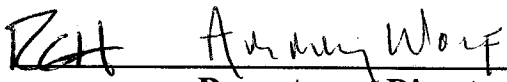

- A) a Third Amendment to Lease Agreement with Bowman Growers, Inc. (R2001-0517) (Parcel B); and
B) a Third Amendment to Lease Agreement with Bowman Growers, Inc. (R2001-0519) (Parcel C).

Summary: The County acquired the 938-acre Bowman property in 2001 for \$38,461,000 (\$41,000/acre) as part of the Ag Reserve program for preservation of farmland. As part of the acquisition, Bowman Growers, Inc. reserved the right to continue farming the property pursuant to three (3) different Leases which run through June 30, 2025. Rent is currently \$500/acre/year. The Third Amendments to the Leases for Parcels B and C will (i) reduce the Premises of the Parcel B Lease by 12.25 acres and the Parcel C Lease by 2.69 acres effective January 15, 2011, to release land required for the Lyons Road right-of-way; (ii) provide for a corresponding prorata reduction of rent based upon the reduction in acreage; and (iii) include standard language acknowledging the Office of the Inspector General. **(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 the 12.25 acres and the 2.69 acres of the property be designated as right-of-way. On February 27, 2007, the Board approved an amendment to the Lease Agreements (R2007-0347 and R2007-0347), which: (i) extended the term of all three (3) leases; (ii) reduced the Bowman Parcel A by 40 acres which allowed the County to sell the 40 acres to the Solid Waste Authority for development of a transfer station; and (iii) provided for a future amendment to release property required for the extension of Lyons Road and the Rural Parkway Easement without charge. Bowman negotiated compensation from the Solid Waste Authority of \$1,795/acre/year for a total of \$430,800 for the loss of farming on the 40 acres. On January 12, 2010, the Board approved Second Amendments to the Leases (R2010-0085 and R2010-0086) reducing the rent on all three (3) Leases to \$500/acre/year. Bowman has reviewed and approved the construction plans for Lyons Road. These Amendments deal only with the required right-of-way. Bowman will have the continuing obligation to release additional land for the Rural Parkway, should that be required in the future. 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 and Disclosures were obtained at that time, Staff did not request new Disclosures. Previous Disclosures identified Theresa Bowman and Richard Bowman each holding a 50% beneficial interest in Bowman Growers, Inc.

Attachments:

1. Location Maps
2. Third Amendment to Lease Agreement (Parcel B)
3. Third Amendment to Lease Agreement (Parcel C)
4. Fiscal Impact Calculations

Recommended By:		10/21/10
	Department Director	Date
Approved By:		11/11/2010
	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>\$5,278.68</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$5,278.68</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

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

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

Revenue from Ag Reserve Leases is allocated to maintenance of Environmentally Sensitive lands. For both Parcel B and Parcel C, rent is paid semi-annually in January and June. A \$4,071.54 credit to Bowman will be provided for the January 2011 payment and a credit of \$1,207.14 will be applied to the June 2011 payment for a total credit of \$5,278.68. See Attachment 4 for fiscal impact calculations.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB
OK 10/27/10
10/29/10

[Signature] 10/29/10
Contract Development and Control

These Amendments comply with our review requirements.

B. Legal Sufficiency:

[Signature] 11/1/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

34

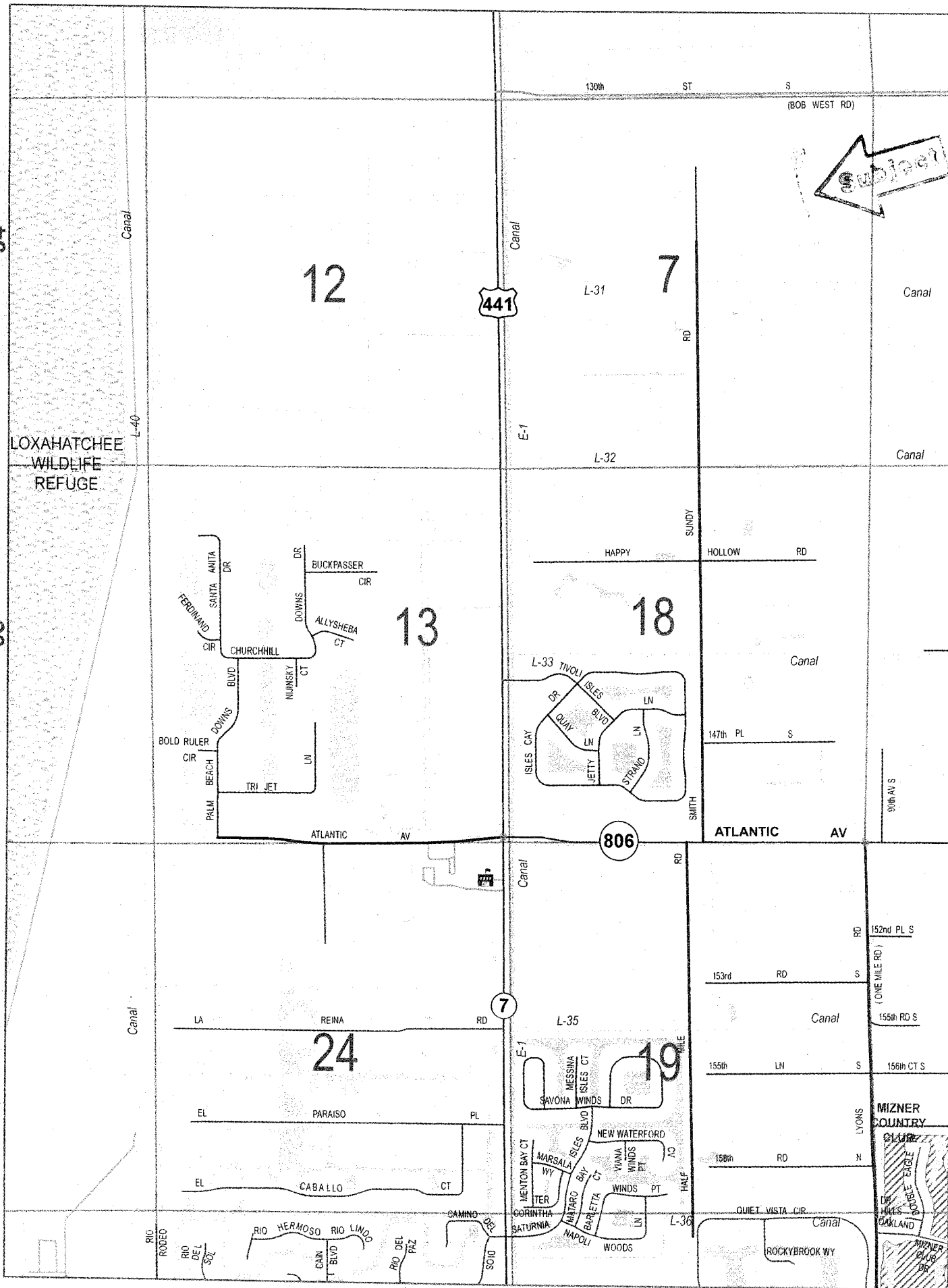
35

36

T46

T46

T46



BOWMAN "B"

LOCATION MAP

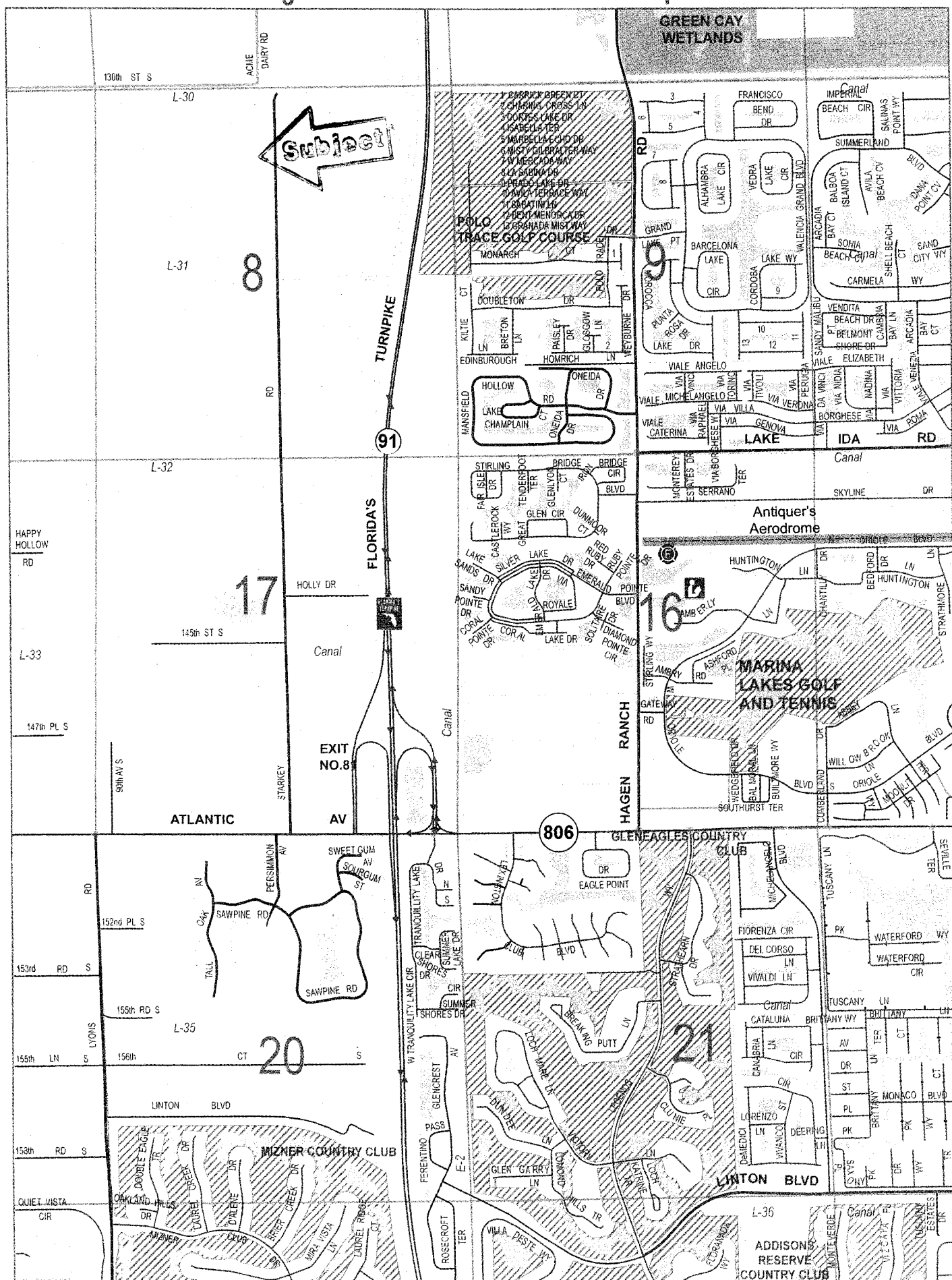
ATTACHMENT # /



T46

16

T46



BOWMAN "C"

LOCATION MAP

THIRD AMENDMENT TO LEASE AGREEMENT

between

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

and

**BOWMAN GROWERS, INC.,
a Florida corporation**

Parcel "B"

G:\Property Mgmt Section\In Lease\Bowman Farms Parcel B\Third Amendment\3rd Amend.005.HF app.072910.rev2HF app.090810.doc

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD 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" or "Landlord", and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant entered into a Lease Agreement dated April 3, 2001 (R2001-0517) (the "Lease") with County pursuant to which Tenant leases from County approximately 297.496 acres of farm land as defined in the Lease; and

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) on February 27, 2007 (the "First Amendment"), which, in part, provided for the future amendment of the Lease to release property required for the extension of 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. Section 1.01 of the Lease is modified to release the 12.247+/- 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.
3. 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 Forty-Two Thousand Six Hundred Twenty-Four and 50/100 Dollars (\$142,624.50).
4. Section 2.02(a) of the Lease is modified to provide that effective January 15, 2011, the net rent shall be calculated based upon the net acreage of 285.249 acres.
5. Tenant acknowledges that the property being released from the Premises does not include property for the Rural Parkway. Tenant shall remain obligated to release

the property for said Rural Parkway as shown in the Ag Reserve Master Plan. Tenant agrees to enter into an amendment releasing the Rural Parkway within thirty (30) days after delivery of notice from County. Tenant acknowledges that Tenant shall not be entitled to any compensation on account of the release of the property required for the Rural Parkway right-of-way/easement from this Lease other than a prorata reduction of the rent.

In connection with the construction of Lyons Road and the Rural Parkway, County shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the Lyons Road and Rural Parkway right-of-way and/or easement. To the extent that said canals cross the right-of-way and/or easement and are required for Tenant's continued farming operations, County shall install culverts under Lyons Road and the Rural Parkway. Prior to commencement of any construction affecting Tenant's irrigation ditches and/or canals, the County shall develop plans for the redesign and/or culverting of said ditches and/or canals, which plans shall be subject to the prior written approval of Tenant, which shall not be unreasonably withheld. Upon approval of said plans, County shall be responsible for the physical construction/relocation of said ditches, canals, and/or culverts, 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. 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 easement.

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 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 Third 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 Third 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 Third 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

WITNESSES:

Sign

Print Name

Sign

Print Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By: _____
Assistant County Attorney

By: Rett Anthony Wolf
Department Director

WITNESSES:

TENANT

BOWMAN GROWERS, INC.
a Florida corporation

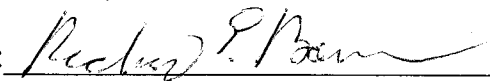


Sign Bobbie Hsu

Print Name Bobbie Hsu

Sign Richard Bowman

Print Name Richard Bowman

By: 

Richard Bowman, President

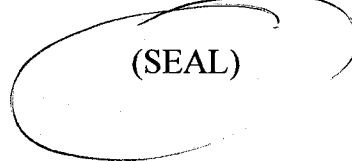

(SEAL)

EXHIBIT "A"

RELEASED PROPERTY

LYONS ROAD RIGHT-OF-WAY

EXHIBIT "A"

LEGEND

Δ = CENTRAL (DELTA) ANGLE	R = RADIUS
L = LENGTH	RDDR = ROAD, DYKE & DITCH RESERVATION
LWDD = LAKE WORTH DRAINAGE DISTRICT	R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK	PC = POINT OF CURVATURE
P.O.B. = POINT OF BEGINNING	PRC = POINT OF REVERSE CURVATURE
P.O.C. = POINT OF COMMENCEMENT	PT = POINT OF TANGENCY
	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 89°00'54" WEST ALONG THE SOUTH LIMITS OF THE PLAT OF CANYON ISLES PRESERVE PLAT TWO, PLAT BOOK 104, PAGES 152-156, 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.

[Signature]

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

11-10-08

DATE

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

PROJECT NO. 2005503	SHEET 6	PROJECT PARCEL 105 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY	DESIGN FILE NAME Parcel 105 Lyons Rd	DRAWING NO. Parcel 105	SCALE AS SHOWN DATE 04/18/08	REVISION	BY	DATE
						1 DATA PER PALM BEACH COUNTY REQUEST (PLAT BOOK 110, PAGES 75-77) & EDIT TEXT PER PALM BEACH COUNTY MAPKUP	DB	06/11/08

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5743 (772)286-5903 FAX
LICENSED BUSINESS NO. 8852

S:\06PROJECTS\06-501 LYONS ROAD\06-501-REV2.dwg, PARCEL 105-A, 11/10/2008 11:28:50 AM

PARCEL "A"

TOGETHER WITH:

PARCEL "B"

SAID PARCEL CONTAINS 533,489 SQUARE FEET OR 12.2472 ACRES, MORE OR LESS

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

PROJECT NO. 0005503	SHEET NO. 1	PROJECT PARCEL 105 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY	DESIGN FILE NAME Parcel 105 Lyons Rd	DRAWING NO. Parcel 105	SCALE AS SHOWN ON DRAWING ENCLOSURE DATE 01/18/05	NO.	REVISION	BY	DATE
						1	1st PER PAID REVISE COUNT	DB	06/17/05

B **BETSY LINDSAY, INC.**
SURVEYING AND MAPPING

7007 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
 (772)286-5753 (772)286-5933 FAX
 LICENSED BUSINESS NO. 6652

S:\06PROJECTS\06-50 LYONS ROAD\dwg\SLR\EXR001-REV.2.dwg, PARCEL 105.A, 11/3/2008 3:58:55 PM

THE PALM BEACH FARMS
CO. PLAT NO. 3
 PLAT BOOK 2, BLOCK 62
 PAGES 45-54, 92
 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
 PARCEL "A"
 S.W. CORNER TRACT B
 BASELINE OF SURVEY

CANTON ISLE PRESERVE
PLAT TWO
 PLAT BOOK 104, PAGES 152-156,
 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
 S LIMITS
 (REFERENCE PLAT BOOK 104, PAGES 152-156 BEARING)
 S89°00'54"W
 S00°23'30"E
 153.23'

MATCH LINE
 SHEET 4 OF 6

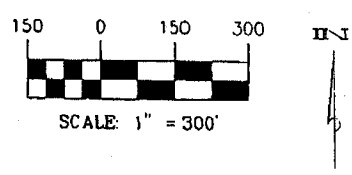
THE PALM BEACH FARMS CO. PLAT NO. 1
 PLAT BOOK 2, PAGES 26-28,
 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
 S. LINE SECTION 6-46-42
 N. LINE SECTION 7-46-42
 EXISTING 25' ROAD, DYKE & DITCH RESERVATION PER PLAT BOOK 2, PAGES 45-54
 87.95' QUIT CLAIM PER O.R.B. 12599, PAGE 523

N89°00'53"E 72.00'
 S00°23'30"E 109.07'
 STA: 117+64.78
 OFFSET: 72.00' RIGHT
PARCEL "A"
 P.O.B.

S. LINE SECTION 5-46-42
 N. LINE SECTION 8-46-42
 PT = 116+55.71
 19.74' LWDD EASEMENT
 O.R.B. 17980, PAGE 673
 AND EXHIBIT "B-2"
 O.R.B. 18109, PAGE 436
 40.26' LWDD R/W PER O.R.B. 6495, PAGE 761
 90.11' QUIT CLAIM PER O.R.B. 12599, PAGE 538

EXISTING
 15' ROAD PER
 PLAT BOOK 2,
 PAGES 26-28

PARCEL 105-PARCEL "A"
 334,276 SQUARE FEET
 OR 7.6739 ACRES



**THIS IS NOT
 A SURVEY**

S:\06PROJECTS\06-50 LYONS ROAD\DWG\SL-RWEXRD01-REV.2.DWG, PARCEL 105-A, 11/2/2008 3:58:01 PM

MATCH LINE
SHEET 3 OF 6

3 2 1 16 15 14 13

BASELINE OF SURVEY

BLOCK 7

30 31 17 18 19 20

THE PALM BEACH FARMS CO. PLAT NO. 1
PLAT BOOK 2, PAGES 26-28,
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

E. LINE SECTION 7-46-42
W. LINE SECTION 8-46-42

EXISTING 30' ROAD EASEMENT PER PLAT BOOK 2 PAGES 26-28

PARCEL 105-PARCEL "A"
334,276 SQUARE FEET OR 7.6739 ACRES

BLOCK 8

48 47 46 45

EAST LINE TRACT 33

EXISTING 30' ROAD EASEMENT PER PLAT BOOK 2, PAGES 26-28

1/4 SECTION LINE 8-46-42

31.68' LWDD P/W
O.R.B. 6495, PAGE 1165

33.32' LWDD R/W
O.R.B. 12599, PAGE 541

THIS IS NOT A SURVEY

PROJECT NO. 2005503

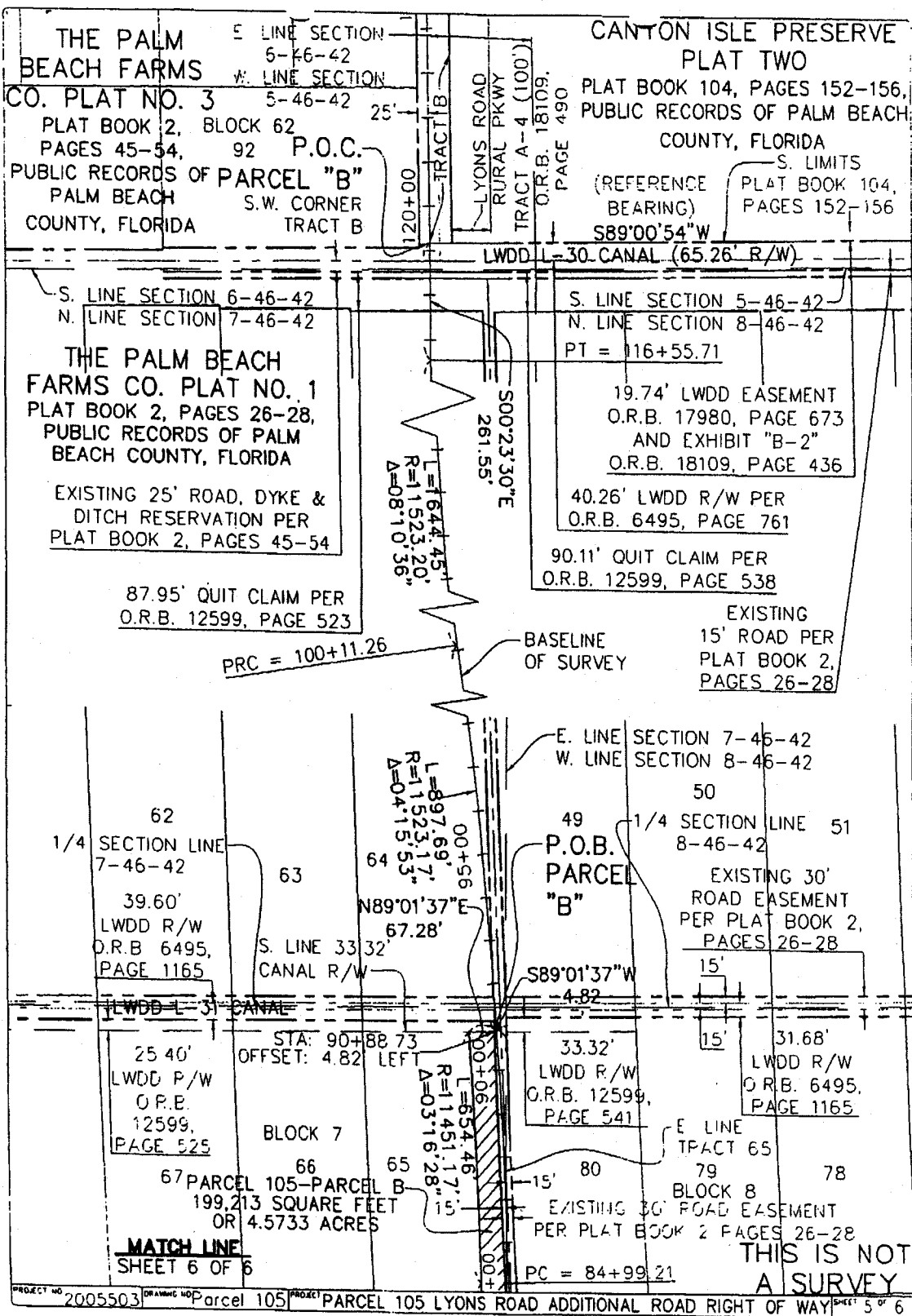
PARCEL 105

PARCEL 105 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY

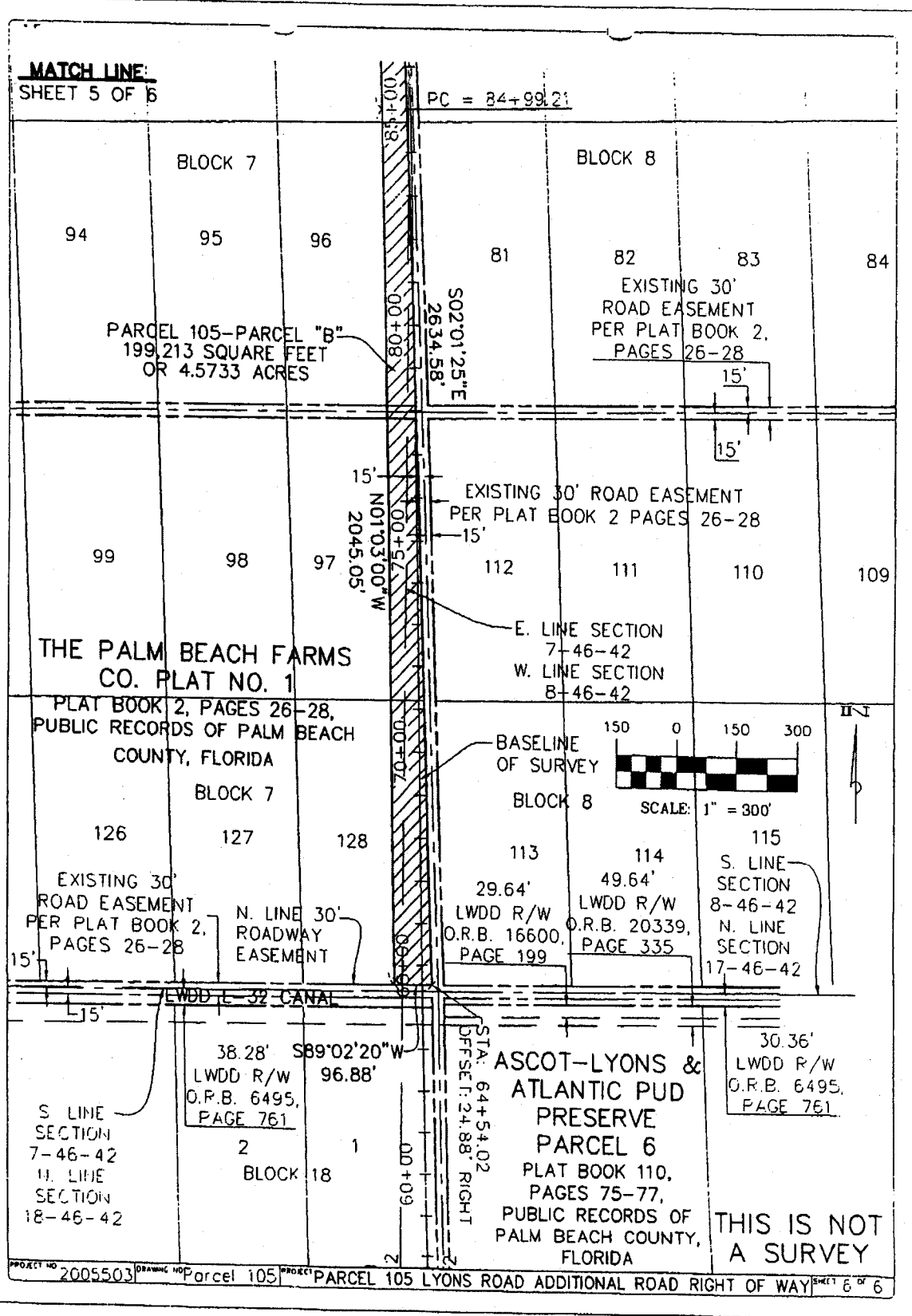
SHEET 4 OF 6

S:\06PROJECTS\06_50 LYONS ROAD\dwg\SLR\MEXR001.REV.2.dwg, PARCEL_105.A_11/4/2008 1:33:12 PM

S:\06\PROJECTS\06-50\LYONS ROAD\06-50-105-B-1117\2008-4-31-56 PM



S:\D6PROJECTS\06-50\LYONS ROAD\DWG\SL_R\WEXRD01.REV.2.dwg PARCEL 106.B 11/3/2008 4:01:00 PM



THIRD AMENDMENT TO LEASE AGREEMENT

between

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

and

**BOWMAN GROWERS, INC.,
a Florida corporation**

Parcel "C"

G:\Property Mgmt Section\In Lease\Bowman Farms Parcel C\Third Amendment\3rd Amend.004.HF app.072910.rev2.HF app.090810.doc

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD 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" or "Landlord", and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant entered into a Lease Agreement dated April 3, 2001 (R2001-0518) (the "Lease") with County pursuant to which Tenant leases from County approximately 317+/- acres of farm land as defined in the Lease; and

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) on February 27, 2007 (the "First Amendment"), which, in part, provided for the future amendment of the Lease to release property required for the extension of 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. Section 1.01 of the Lease is modified to release the 2.69+/- 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.
3. 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 Fifty-Four Thousand Three Hundred Eighty and no/100 Dollars (\$154,380.00).
4. Section 2.02(a) of the Lease is modified to provide that effective January 15, 2011, the net rent shall be calculated based upon the net acreage of 308.76 acres.
5. Tenant acknowledges that the property being released from the Premises does not include property for the Rural Parkway. Tenant shall remain obligated to release

the property for said Rural Parkway as shown in the Ag Reserve Master Plan. Tenant agrees to enter into an amendment releasing the Rural Parkway within thirty (30) days after delivery of notice from County. Tenant acknowledges that Tenant shall not be entitled to any compensation on account of the release of the property required for the Rural Parkway right-of-way/easement from this Lease other than a prorata reduction of the rent.

In connection with the construction of Lyons Road and the Rural Parkway, County shall coordinate with Tenant to accomplish the relocation of Tenant's irrigation ditches and canals from the Lyons Road and Rural Parkway right-of-way and/or easement. To the extent that said canals cross the right-of-way and/or easement and are required for Tenant's continued farming operations, County shall install culverts under Lyons Road and the Rural Parkway. Prior to commencement of any construction affecting Tenant's irrigation ditches and/or canals, the County shall develop plans for the redesign and/or culverting of said ditches and/or canals, which plans shall be subject to the prior written approval of Tenant, which shall not be unreasonably withheld. Upon approval of said plans, County shall be responsible for the physical construction/relocation of said ditches, canals, and/or culverts, 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. 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 easement.

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 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 Third 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 Third 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 Third 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

WITNESSES:

Sign

Print Name

Sign

Print Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

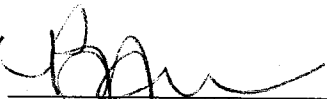
By: _____
Assistant County Attorney

By: [Signature] Amanda Wolf
Department Director

WITNESSES:

TENANT

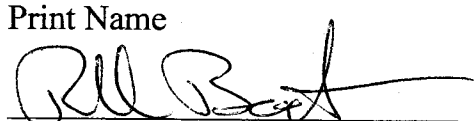
BOWMAN GROWERS, INC.
a Florida corporation



Sign

Bobbie How

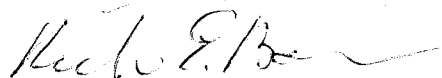
Print Name



Sign

Richard Bowman

Print Name

By: 

Richard Bowman, President

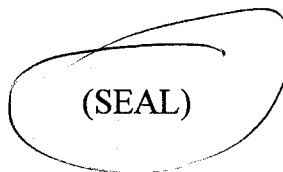


EXHIBIT "A"

RELEASED PROPERTY

LYONS ROAD RIGHT-OF-WAY

S:\06PROJECTS\06-50 LYONS ROAD\dwg\SLR\WEX\RD01.REV.2.dwg PARCEL 107.LEGAL 11/10/2008 11:28:40 AM

Δ	=	CENTRAL (DELTA) ANGLE	R	=	RADIUS
L	=	LENGTH	R/W	=	RIGHT OF WAY
LWDD	=	LAKE WORTH DRAINAGE DISTRICT	PC	=	POINT OF CURVATURE
O.R.B.	=	OFFICIAL RECORDS BOOK	PRC	=	POINT OF REVERSE CURVATURE
P.O.B.	=	POINT OF BEGINNING	PT	=	POINT OF TANGENCY
P.O.C.	=	POINT OF COMMENCEMENT	STA	=	STATION

BEARINGS SHOWN HEREON ARE REFERENCED TO STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED, FLORIDA EAST ZONE, REFERENCE A BEARING OF SOUTH 89°00'54" WEST ALONG THE SOUTH LIMITS OF THE PLAT OF CANYON ISLES PRESERVE PLAT TWO, PLAT BOOK 104, PAGES 152-156, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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.

11-10-08
DATE

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


SHEET <div style="text-align: center;">5</div> OF <div style="text-align: center;">1</div> PARCELS 2005503	PROJECT <div style="text-align: center;"> PARCEL 107 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY </div>	DESIGN FILE NAME Parcel 107 Lyons Rd	DRAWING NO Parcel 107	SCALE APPROX. D.I.W. DRAWN D.I.W. CHECKED D.I.W. DATE 01/18/08	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>EDIT PER PALM BEACH COUNTY</td> <td>C.S.</td> <td>06/12/08</td> </tr> <tr> <td>2</td> <td>EDIT PER PALM BEACH COUNTY</td> <td>O.B.</td> <td>06/25/08</td> </tr> <tr> <td>3</td> <td>SHADE NEW PLAT DATA PER PALM BEACH COUNTY REQUEST (PLAT BOOK HAS PAGES 70-77) & EDIT TEXT PER PALM BEACH COUNTY MARKUP</td> <td>B.S.</td> <td>11/03/08</td> </tr> </tbody> </table>	NO	REVISION	BY	DATE	1	EDIT PER PALM BEACH COUNTY	C.S.	06/12/08	2	EDIT PER PALM BEACH COUNTY	O.B.	06/25/08	3	SHADE NEW PLAT DATA PER PALM BEACH COUNTY REQUEST (PLAT BOOK HAS PAGES 70-77) & EDIT TEXT PER PALM BEACH COUNTY MARKUP	B.S.	11/03/08	<div style="text-align: center;">  BETSY LINDSAY, INC. SURVEYING AND MAPPING </div> <div style="text-align: center; margin-top: 10px;"> 7907 S.W. JACK JAMES DRIVE, STUART, FLORIDA 34997 (772)286-5753 (772)286-5633 FAX LICENSED BUSINESS NO. 6852 </div>
	NO	REVISION	BY	DATE																		
1	EDIT PER PALM BEACH COUNTY	C.S.	06/12/08																			
2	EDIT PER PALM BEACH COUNTY	O.B.	06/25/08																			
3	SHADE NEW PLAT DATA PER PALM BEACH COUNTY REQUEST (PLAT BOOK HAS PAGES 70-77) & EDIT TEXT PER PALM BEACH COUNTY MARKUP	B.S.	11/03/08																			

EXHIBIT "A"

PARCEL "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 80, 81, 112 AND 113, BLOCK 8 OF THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF TRACT B OF THE PLAT OF CANYON ISLE PRESERVE PLAT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGES 152 THROUGH 156, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BASELINE OF SURVEY FOR THE FOLLOWING COURSES AND DISTANCES; (1) S00°23'30"E, A DISTANCE OF 261.55 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 11,523.20 FEET AND A CENTRAL ANGLE OF 08°10'36"; (2) SOUTHERLY ALONG THE ARC A DISTANCE OF 1,644.45 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 11,523.17 FEET AND A CENTRAL ANGLE OF 04°35'18"; (3) SOUTHERLY ALONG THE ARC, A DISTANCE OF 922.79 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-31 CANAL; THENCE N89°01'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 25.18 FEET TO AN INTERSECTION WITH A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TRACT 80, 81, 112 AND 113, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N89°01'37"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 46.92 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S86°02'20"W, A RADIAL DISTANCE OF 11,595.17 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°54'40", A DISTANCE OF 589.16 FEET; THENCE S01°03'00"E, A DISTANCE OF 2,045.27 FEET TO AN INTERSECTION WITH THE NORTH LINE OF A 30.00 FEET ROADWAY EASEMENT; THENCE S89°02'20"W ALONG SAID NORTH LINE, A DISTANCE OF 17.12 FEET TO AN INTERSECTION WITH A LINE THAT IS 15.00 FEET EAST OF AND PARALLEL WITH THE WEST TRACT LINE OF TRACTS 80, 81, 112 AND 113; THENCE N02°01'25"W ALONG SAID PARALLEL LINE, A DISTANCE OF 2,634.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL "A" CONTAINING 101,107 SQUARE FEET OR 2.3211 ACRES MORE OR LESS.

TOGETHER WITH:

PARCEL "B"

A PARCEL OF LAND BEING A PORTION OF TRACT 49, BLOCK 8 OF THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF TRACT B OF THE PLAT OF CANYON ISLE PRESERVE PLAT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 104, PAGES 152 THROUGH 156, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE BASELINE OF SURVEY FOR THE FOLLOWING COURSES AND DISTANCES; (1) S00°23'30"E, A DISTANCE OF 261.55 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 11,523.20 FEET AND A CENTRAL ANGLE OF 08°10'36"; (2) SOUTHERLY ALONG THE ARC A DISTANCE OF 1,644.45 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 11,523.17 FEET AND A CENTRAL ANGLE OF 01°02'11"; (3) SOUTHERLY ALONG THE ARC, A DISTANCE OF 208.46 FEET; THENCE N82°28'06"E, A DISTANCE OF 72.00 FEET TO AN INTERSECTION WITH A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF TRACT 49 AND THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S82°28'06"W, A RADIAL DISTANCE OF 11,595.17 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°10'28", A DISTANCE OF 642.45 FEET TO AN INTERSECTION WITH THE NORTH LINE OF AN EXISTING 30.00 FEET ROADWAY EASEMENT; THENCE S89°01'37"W ALONG SAID NORTH LINE, A DISTANCE OF 43.93 FEET TO AN INTERSECTION WITH A LINE 15.00 FEET EAST OF AND PARALLEL WITH WEST LINE OF TRACT 49; THENCE N02°01'25"W ALONG SAID PARALLEL LINE, A DISTANCE OF 640.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL "B" CONTAINING 15,962 SQUARE FEET OR 0.3664 ACRES MORE OR LESS.

CONTAINING A TOTAL OF 117,069 SQUARE FEET OR 2.6875 ACRES, MORE OR LESS.

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

PROJECT NO. 2005503 DRAWING NO. Parcel 107 PROJECT: PARCEL 107 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY SHEET 2 OF 5

COUNTY, FLORIDA

BLOCK 62

LWDD L-30 CANAL (65.26' R/W)

2

THE PALM BEACH
FARMS CO. PLAT NO. 1
PLAT BOOK 2, PAGES 26-28,
PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA

 $\Delta = 04^{\circ}35'18''$

-BASELINE
OF SURVEY

90.11' QUIT CLAIM PER
O.R.B. 12599, PAGE 538

EXISTING
15' ROAD PER
PLAT BOOK 2,
PAGES 26-28

39.60 LWDD R/W
O.R.B. 6495,
PAGE 1165

P.O.B.
PARCEL "A"
STA: 90+87.15
OFFSET: 25.15' RIGHT

EXISTING 30' ROAD EASEMENT
PER PLAT BOOK 2, PAGES 26-28

LWDD L-31 CANAL

25 40' LWDD P/W -
O.P.B. 12599, PAGE 52⁵

1/4 SECTION
7-45-42

67

E	LINE SECTION	7-46-42
H	LINE SECTION	8-46-42

SEE 02' 20" W-
(RADIAL)

N 89° 01' 37" E

03
F 15'

LINE—

N89°01'37"E 46.92'

5. LINE
CAPITAL P/W

33 30
LWDD R/
R.B. 125
PAGE 54
08

$$L = 589.16'$$
$$\Delta = 02^{\circ}54'40''$$

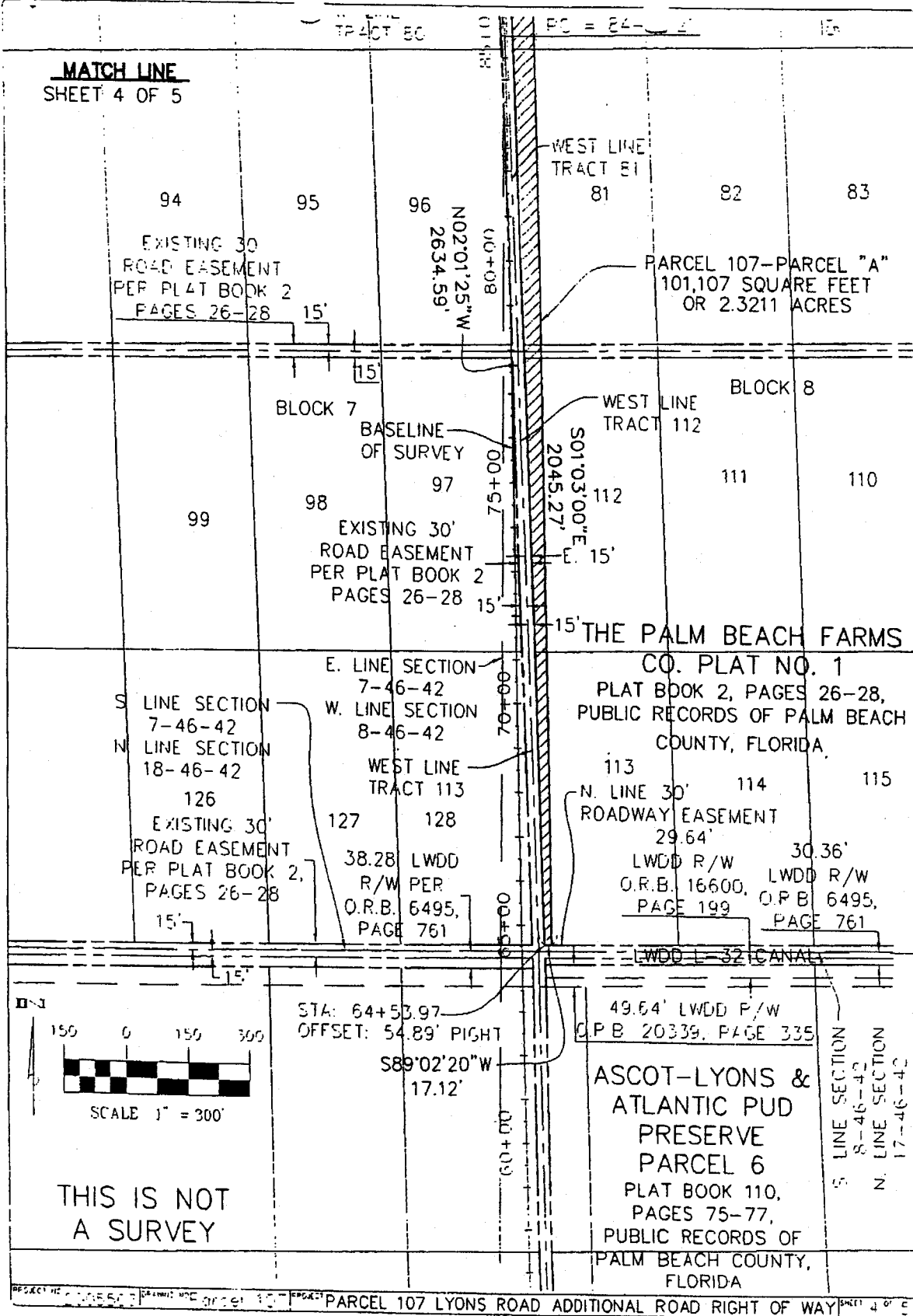
FC = 84 + 00 21

MATCH LINE
SHEET 5 OF 5

THIS IS NOT
A SURVEY

c:\necpro\projects\06-501\YONS ROAD\dwg\SI-RWEXRD01-REV-2.dwg. PARCEL 107-A. 11/6/2008 3:36:58 PM

MATCH LINE
SHEET 4 OF 5



S:\06PROJECTS\06-50 LYONS ROAD\dwg\SL-RWEXRD01-REV-2.dwg, PARCEL 107-A, 11/6/2008 3:39:39 PM

PROJECT NO. 06-50 DRAWING NO. 01-01-01 PROJECT PARCEL 107 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY SHEET 4 OF 5

CANON ISLE PRESERVE
PLAT TWO
PLAT BOOK 104, PAGES 152-156,
PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA
S. LIMITS
(REFERENCE PLAT BOOK 104,
BEARING: PAGES 152-156

S. LINE SECTION 6-46-42
N. LINE SECTION 7-46-42
3 BLOCK 7
EXISTING 25' ROAD, DYKE &
DITCH RESERVATION PER
PLAT BOOK 2, PAGES 45-54
87.95' QUIT CLAIM PER
O.R.B. 12599, PAGE 523

THE PALM BEACH
FARMS CO. PLAT NO. 1
PLAT BOOK 2, PAGES 26-28,
PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA

S. LINE SECTION 5-46-42		
N. LINE SECTION 8-46-42		
PT = 116+55.71		BLOCK 8
16	15	14
19.74' LWDD EASEMENT		
O.R.B. 17980, PAGE 673		
AND EXHIBIT "B-2"		
O.R.B. 18109, PAGE 436		
40.26' LWDD R/W PER		
O.R.B. 6495, PAGE 761		

90.11' QUIT CLAIM PER
O.R.B. 12599, PAGE 538

BASELINE OF SURVEY

EXISTING
15' ROAD PER
PLAT BOOK 2,
PAGES 26-28

W. LINE TRACT 48-
35 34 (RADIAL)
N82°28'06"E
72.00'
PRC = 100+11.26
L=208.46'✓
R=11523.17'

-P.O.B.
PARCEL "B"
STA: 98+02.80
OFFSET: 72.00' RIGHT

SCALE: 1" = 300'

62
 1/4 SECTION LINE — BLOCK 7
 7-46-42 63
 EXISTING 30'
 ROAD EASEMENT
 PER PLAT BOOK 2
 PAGES 25-28
 39.60'
 LWDD R/W
 O.P.B. 6495.
 PAGE 1155.

E. LINE SECTION
 7-46-42
 W. LINE SECTION
 8-46-42
 49 BLOCK 8
 50
 STA: 91+66.93
 OFFSET: 28.15' RIGHT
 N. LINE 30'
 ROADWAY
 EASEMENT

THIS IS NOT
A SURVEY

25 40' LWD P F
O.P.B. 12599.
PAGE 525

31 68' LWDD F.V.
O.F.B. 8495. PAGE 1185

33 32' LWDD F.V.
O.F.B. 12592. PAGE 541

LINEPLOTJECTS\06-501\YONS ROAD\dwg\SI - RWEXRD01-REV-2.dwg. PARCEL 107-B. 11/6/2008 3:40:38 PM

79 78
2005507 OF A MAP 107 PARCEL 107 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY SHEET 5 OF 5

FISCAL IMPACT CALCULATIONS

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

Bowman Growers Amendment #3 Lyons Road Right of Way reduction for both Parcels B & C.

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$5,278.68</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$5,278.68</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>	<u>\$6,123.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

For FY11:

- The Agreement with Bowman Growers includes automatic renewals thru 6/30/2025.
- The reduction is effective on January 15, 2011.

Parcel B

- The current rent is \$148,748.00/year (297.496 acres x \$500.00/acre)
- 12.247 acres x \$500.00 per = \$6,123.50/year
- The reduced rent will be \$142,624.50/year (285.249 acres x \$500.00/acre)

Parcel C

- The current rent is \$155,725.00/year (311.45* acres x \$500.00/acre)
 - 2.69 acres x \$500.00 per = \$1,345.00/year
 - The reduced rent will be \$154,380.00/year (308.76 acres x \$500.00/acre)
- *the total leased acres is 317+/-; rent is calculated on 311.45 pursuant to the lease, section 2.02(a)

The prorated reduction for the period from January 15, 2011 to September 30, 2011, is calculated as follows:



Parcel B

- 12.247 acres @ \$500.00/acre = \$6,123.50/ year (\$16.78/day)
- 1/15/11 – 9/30/11 = 258 days
- \$16.78 x 258 days = \$4,329.24

Parcel C - 2.69 acres @ \$500.00/acre = \$1,345.00/year (\$3.68/day)

- 1/15/11 – 9/30/11 = 258 days
- \$3.68 x 258 days = \$949.44

Bowman's total reduction for both Parcel B and Parcel C = **\$5,278.68**

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Detail by Entity Name

Florida Profit Corporation

BOWMAN GROWERS, INC.

Filing Information

Document Number	P01000033568
FEI/EIN Number	651098419
Date Filed	04/03/2001
State	FL
Status	ACTIVE

Principal Address

14339 SMITH SUNDY RD.
DELRAY BEACH FL 33446
Changed 01/09/2004

Mailing Address

14339 SMITH SUNDY RD
DELRAY BEACH FL 33446
Changed 01/09/2004

Registered Agent Name & Address

BOWMAN, RICHARD E
14339 SMITH SUNDY RD.
DELRAY BEACH FL 33446
Name Changed: 01/09/2004
Address Changed: 01/09/2004

Officer/Director Detail

Name & Address
Title P BOWMAN, RICHARD 14339 SMITH SURDY RD DELRAY BEACH FL 33446
Title VPS BOWMAN, THERESA 14339 SMITH SURDY RD DELRAY BEACH FL 33446

Annual Reports

Report Year	Filed Date
-------------	------------

2008 03/13/2008
2009 01/20/2009
2010 04/08/2010

Document Images

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State of Florida, Department of State

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/11/2010

PRODUCER

SOUTH FLORIDA CASUALTY
415 North 4th Street
Lantana, FL 33462
(561) 533-6144

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

Bowman Growers, Inc.

14339 Smith Sundry Road
Delray Beach, FL 33446

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Burlington Insurance Company

23620

INSURER B:

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	100425	06/15/10	06/15/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
		GARAGE LIABILITY				AUTO ONLY: AGG \$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
		EXCESS/UMBRELLA LIABILITY				AGGREGATE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

RECEIVED

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

Vacant Farm Land

Location: 13406 Smith Sundry Road, Delray Beach, FL 33446

JUN 16 2010

Certificate Holder is named as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

Palm Beach County
Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411
ATTN: Director

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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



STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT

TO: Palm Beach County Board of County Commissioners
Property and Real Estate Management
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411

This will affirm that:

1. We are not engaged in the "construction industry" as defined in FL Chapter 440 and do not employ more than three persons (including Corporate Officers, if any).
2. We do not carry Florida Workers Compensation insurance.
3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

For Parcels A, B and C

Richard E. Bowman
(Please Print Name)

Robert T. Bowman Pres
Signature/Title

6/12/09
Date

Bowman Growers, Inc.
Company Name

14339 Smith Sundry Road, Delray Beach, FL 33446
Company Street Address/City/State/Zip Code