

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

Meeting Date: July 19, 2011	<input type="checkbox"/> Consent	<input checked="" 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 Lease Agreement with T&D Cattle Company and Exotics, Inc. (T&D), to lease approximately 195 acres of County owned land in the Ag Reserve located just south of Boynton Beach Boulevard and west of Highway 441/SR7.

Summary: The County acquired the 215 acre Amestoy property in 2004 subject to a lease with Mecca Farms, Inc. Mecca Farms ceased farming operations after the enactment of new drainage regulations by the South Florida Water Management District. In order to comply with the new regulations, substantial improvements to the existing drainage irrigation system will be required. Staff issued a new RFP to lease the Amestoy property in June, 2010. The RFP divided the property into 2 parcels (195 acres and 20 acres) and offered the parcels for lease either together or separately. The RFP required each respondent to submit a conceptual drainage plan for the property that complied with the SFWMD regulations and would be implemented at the respondent's expense. Three responses to the RFP were received. Yee Farms, Inc., proposed leasing the entire 215 acres for row crops for \$1 per year for 5 years with 10x1-year lease extension options. T&D proposed leasing the 195 acre parcel for row crops, estimating that 140 acres would be farmable, for approximately \$6,820 per year for 5 years, with 15x1-year lease extension options. Floral Acres, L.L.C., proposed leasing the 20 acre parcel for a containerized nursery for \$20,000 per year for 5 years with 5x5-year extension options. After the first 5 years of the lease, all proposed leases would adjust rent to then current fair market rental value. Staff recommends that the proposals of T&D and Floral Acres be selected, as these proposals would maximize the rent to be received by the County. Since the responses to the RFP were submitted, T&D and Floral Acres have been working with staff to improve the drainage plan for submission to SFWMD. The leases include the modified plan as an exhibit. Based on the new drainage plan, T&D estimates that there are 145 farmable acres in its parcel. In order to gain experience with the drainage characteristics of the property, Staff allowed T&D to farm approximately 117.5 acres of the Amestoy property from December 1, 2010, through June 30, 2011. T&D has paid rent of \$17,135.44 for this period. T&D provided a Disclosure of Beneficial Interest identifying Richard Bowman and Theresa Bowman as each holding a 50% interest in T&D. The Lease with Floral Acres will be presented for approval in August. (PREM) District 5 (HJF)

(continued on page 3)

Attachments:

1. Location Map
2. Lease Agreement with T&D Cattle Company and Exotics, Inc.
3. Disclosure of Beneficial Interests

Recommended By:


Department Director

Date

Approved By:


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	0*	(9320.00)*	(9320.00)*	(9320.00)*	(9320.00)*
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* See below (9320) (9320) (9320) (9320)				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund 1222 Dept 800 Unit 8011 Object 6225
 Program _____

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

* The revenue income for fiscal years 2012-2015 is estimated. The actual revenue cannot be determined until we know the exact number of acres being farmed, the cost of the improvements, and the rental commencement date.

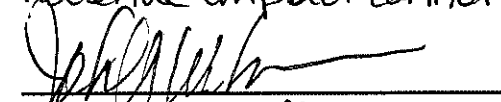
Payment for use of the property for the period of December 1, 2010 - June 30, 2011 in the amount of \$17,135.44 has been received separately and is not a part of the estimated rent calculations for this lease

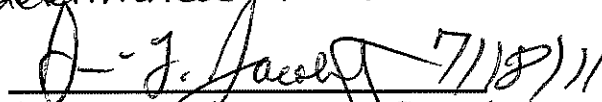
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

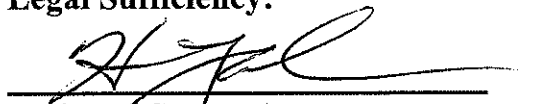
A. OFMB Fiscal and/or Contract Development Comments:

* Revenue impact cannot be determined at this time.


 OFMB 7/15/11


 Contract Development and Control
 7-18-11 B. [Signature]

B. Legal Sufficiency:


 Assistant County Attorney
 No evidence of insurance attached at time of CAO review

The Lease Agreement complies with our review requirements. FBO will obtain all required insurance certificates prior to commencement of Farming.

C. Other Department Review:

 Department Director

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

Background & Policy Issues (Cont'd): The drainage from the Amestoy property historically has been discharged to the west and directly into the Arthur R. Marshal Wildlife Refuge. The new regulations adopted by SFWMD in association with the Everglades Forever Act prohibit drainage discharges into the Wildlife Refuge. As a result, the existing canal and pump system must be modified to redirect drainage discharges to the east in order to maximize the use of the property. The drainage modifications were previously estimated to cost between \$250,000-\$350,000.

In light of the way the property is configured, with 20± acres on the south side of the existing entrance road and 195 acres on the north side of the entrance road, the property could be utilized for 2 separate farming operations, and Staff structured the RFP to allow for respondents to submit proposals for one or both parcels.

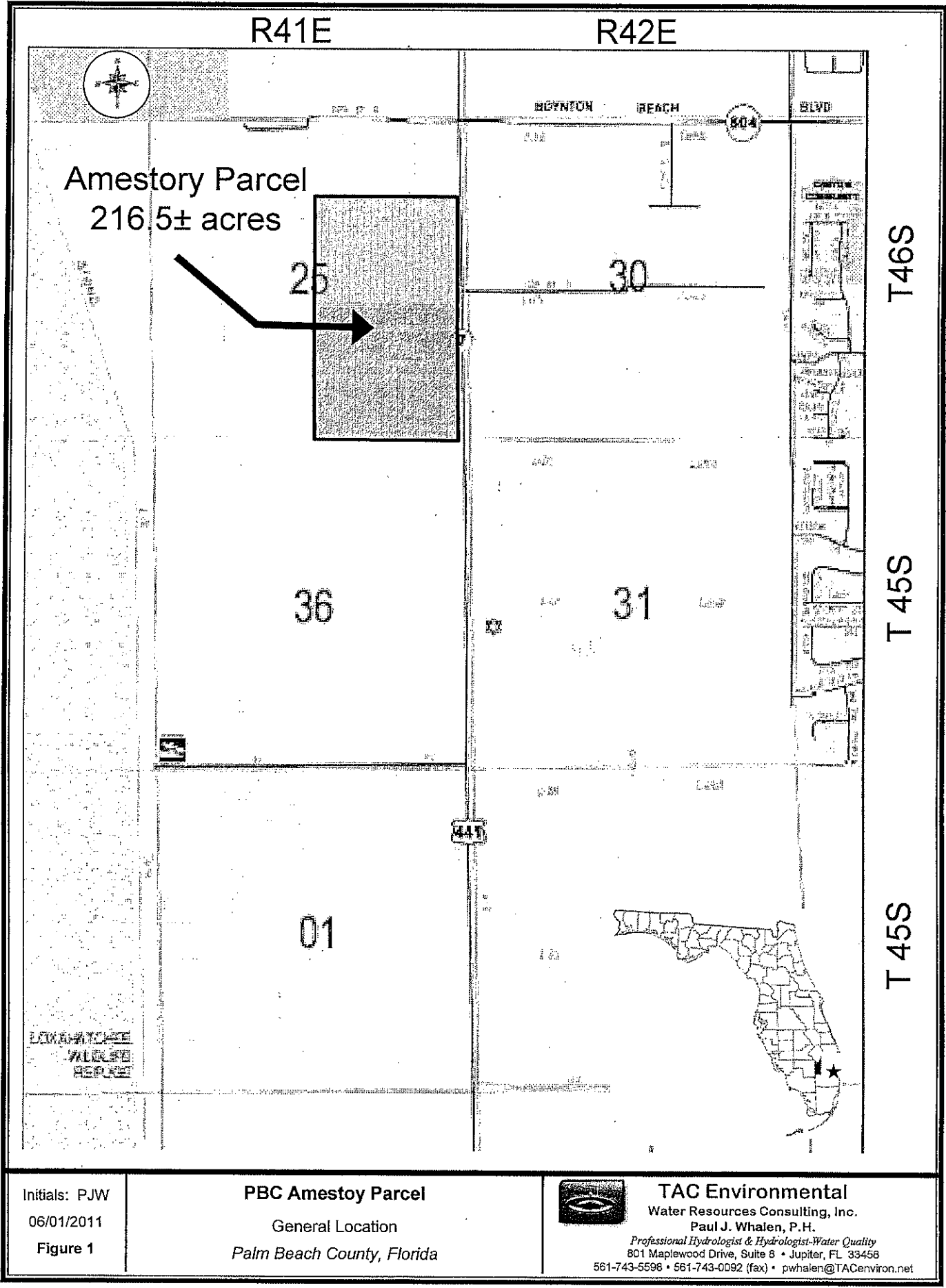
T&D proposed leasing the 195 acre parcel for the planting of row crops, specifically 20% organic, 5% specialty crop (papaya), and 75% traditional row crop produce. T&D estimates that 145 acres are farmable, 44 acres are wetlands, and 6 acres will be needed for an above ground water impoundment as part of the new drainage system. T&D proposed paying rent on the farmable acres at the current market rate of \$500 per acre for row crops, subject to rent credits as described below. T&D originally estimated the number of farmable acres to be 140. The actual farmable acreage will not be known until SFWMD approves the drainage plan. T&D will not commence payment of rent until SFWMD issues the required permits or T&D begins farming operations, whichever event occurs first. The lease authorizes the County Administrator to enter into a Memorandum of Rent confirming the number of farmable acres, the annual rent, and the prorated amount of rent due initially. T&D estimates that it will need to spend \$315,900 to modify the SFWMD and LWDD permits, design and construct a new surface water management system, and perform exotic vegetation remediation and maintenance. T&D proposed receiving a credit for the cost of the improvements to be prorated over the first 5 years of the lease at a rate of \$63,180 per year. Assuming annual rent is \$72,500 per year (\$500/acre x 145 acres), after applying the credit, the balance of \$9,320 will be paid in cash for each of the first 5 years. T&D must obtain bids for the work from 2 contractors to verify the estimated cost of the drainage improvements. In the event the actual cost of the improvements is less than the estimated \$315,900, T&D shall either agree to reduce the credit and increase the monetary payment due to County for annual rent, or T&D may at its option elect to terminate its lease. In no event shall T&D receive a credit that exceeds \$315,900. After the first 5 years, the term of the lease will be automatically extended for successive periods of 1 year each unless either party gives notice by April 1 that it wishes to terminate the lease. Staff changed this provision of the lease from the one originally submitted with the response to the RFP because it is easier to administer automatic lease extensions than to seek Board approval each year. After the first 5 years, rent will be adjusted to then current market value. All drainage improvements will remain the property of the County at the end of the lease.

Staff allowed T&D to plant one crop of corn on roughly 117 acres of the property during the period from December 1, 2010, through June 30, 2011. T&D utilized existing permits which the County took over from the previous tenant, Mecca Farms, and had transferred into the County's name. T&D planted on the higher eastern portion of the property, and planted corn which is more water tolerant, which enabled T&D to farm the corn crop with only minor drainage modifications. This "trial use" allowed T&D to determine how best to manage drainage of the property, and the drainage plan submitted with the response to the RFP was modified accordingly. The proposed drainage modifications will allow T&D to fully utilize the property and plant crops that are more sensitive to variations in water elevations.

T&D has submitted \$17,135.44 to the County as a one-time payment for farming the 117.5 acres from December 1, 2010, through June 30, 2011. The rent for the one-time payment was set at one half of the current annual rate of \$500/acre/year (\$250/acre/7 months) because the lack of drainage improvements limited the type of crops that could be grown.

T&D shall be required to work with the Palm Beach Soil and Water Conservation District to develop Best Management Practices Plans for its farming operations on the Premises after the modifications to the drainage permits have been obtained.

T&D provided the attached Disclosure of Beneficial Interests. The Disclosure identifies Richard Bowman and Theresa Bowman as each holding a 50% beneficial interest in T&D Cattle Company and Exotics, Inc.



LOCATION MAP

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LEASE AGREEMENT

between

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

T&D CATTLE COMPANY AND EXOTICS, INC.,

A FLORIDA CORPORATION

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and T&D CATTLE COMPANY AND EXOTICS, INC., a Florida corporation (EIN #: 65-0346011), hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County owns the Premises, and desires to lease the Premises so it can be used for agricultural purposes.

NOW, THEREFORE, IT IS HEREBY mutually covenanted and agreed by and between the parties hereto that this Lease is made upon the agreements, terms, covenants and conditions hereinafter set forth.

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The County hereby demises and leases to the Tenant, and Tenant rents from County, the real property depicted as Parcel #2 in Exhibit "A" attached hereto and made a part hereof, containing approximately 195 acres, together with all improvements located thereon (the "Premises"). The parties acknowledge that the objective of the County's Agricultural Reserve Program is to preserve agricultural lands and promote continued commercial agriculture production in the Agricultural Reserve Area and that the intent of this Lease is to facilitate and encourage continued use of the Premises for commercial agricultural purposes and that any other use shall be deemed to be purely incidental to such commercial agricultural use and as such shall not be deemed to alter the commercial nature of this Lease. The parties further acknowledge that the Premises may include incidental buildings or mobile homes susceptible to use as dwellings and agree that notwithstanding such susceptibility, this Lease shall not be considered a residential tenancy to which the Florida Residential Landlord Tenant Act (the "Act") applies. In the event this Lease is judicially determined to be governed by or subject to the Act, this Lease shall be canceled as of the date of such finding. Notwithstanding such cancellation, Tenant shall remain liable under the lease for all matters arising prior to such cancellation.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon full execution hereof (the "Commencement Date") and shall extend until June 30, 2016 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Commencing on July 1, 2016, the Term of this Lease shall automatically be extended for successive periods of one (1) year each, under the same terms and conditions of this Lease, unless either party provides the other party notice on or before April 1 that the Lease will not extend for the upcoming year. In no event shall the term of this Lease be extended beyond June 30, 2031.

Section 1.03 Security Deposit.

Tenant has delivered to County a security deposit in the amount of Eleven Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$11,666.67) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Tenant under this Lease ("Security Deposit"). The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then County, at its option, may appropriate and apply said Security Deposit, or

so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Tenant. In no event shall the amount of said Security Deposit be deemed to limit Tenant's liability under this Lease. Should any portion of the Security Deposit be so appropriated and applied by County, then Tenant shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by Tenant to County hereunder, and the Premises are surrendered to County in satisfactory condition, then the said Security Deposit shall be returned in full to Tenant within thirty (30) days of the expiration of this Lease, or upon the earlier termination hereof.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant has made a one-time payment of \$17,135.44 for use of the Premises during the period of December 1, 2010 through June 30, 2011.

Tenant shall pay County an initial annual net rent based on a rate of \$500 per acre for the gross land area that can be used for farming operations (the "Farmable Area") (the "Rent"). The Farmable Area shall include planting areas, roads, canals, and all other land included in the Premises except wetlands and any above-ground impoundment areas established pursuant to the Permits, as hereinafter defined. Tenant shall receive a credit against the Rent as set forth in Section 2.02 below. Tenant is estimating the Farmable Area to be 145 acres which would result in an annual rental rate of \$72,500. The parties acknowledge that the number of acres in the Farmable Area, and therefore the Rent, cannot be determined until the date when all modifications to Permits have been obtained as specified in Section 4.03 hereof. Tenant shall commence paying Rent on the date when both the water use permit and all such Permits modifications have been obtained, or the date crops are planted, whichever date shall occur first (the "Rental Commencement Date"), and shall be prorated through the period ending June 30, 2012. If the Rental Commencement Date has not occurred by June 30, 2012, this Lease shall automatically terminate whereupon both parties shall be relieved of any further obligations hereunder arising subsequent to such termination.

Upon issuance of the Permits, the parties shall enter into a Memorandum of Rent confirming in writing the number of acres in the Farmable Area, the amount of the annual Rent, and the Rental Commencement Date. County hereby delegates authority to execute such Memorandum to the County Administrator or his designee.

Rent shall be paid in equal semi-annual payments payable on July 1 and January 1 of each year except as provided for herein. The first semi-annual payment, prorated as required herein, shall be paid to County upon the Rental Commencement Date. Commencing on July 1, 2016, and on each subsequent anniversary thereafter, the Rent shall be adjusted as set forth in Section 2.03.

The Rent shall be paid in advance without demand, setoff or deduction. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1 1/2%) per month (or the highest rate permitted by law, if lower) shall accrue against the delinquent payment(s) from the date due until the date

payment is received by the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law.

In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes.

Section 2.02 Credit for Improvements.

Tenant must make substantial drainage improvements to the Premises in order to use the Premises for its intended purposes, which improvements are detailed in the Final Drainage Plan referenced in Section 4.03 of this Lease. The improvements shall belong to County at the end of the Lease. Tenant has estimated the cost of the improvements to be \$315,900.00. Tenant shall obtain written proposals for the cost of installing the drainage improvements from two (2) contractors, and the lowest proposed price shall be deemed to be the actual cost of improvements. Within 30 days after Tenant obtains the modifications to the Permits as defined in Section 4.03 below, Tenant shall provide to County copies of the proposals as documentation of the cost of the improvements. Tenant shall receive a credit for the cost of improvements, which credit shall be prorated over the initial Term of the Lease, and applied against the semi-annual installments of Rent. In the event the actual cost of the improvements is less than the estimated \$315,900.00, Tenant shall either agree to reduce the credit or Tenant may, at its option, elect to terminate this Lease. Tenant shall notify County in writing, when it provides the documentation for actual costs, which option it has selected. In the event Tenant elects to terminate this Lease, the parties shall be relieved of any further obligations hereunder. In no event shall Tenant receive a credit that exceeds \$315,900.00.

Section 2.03 Rent Adjustments.

Commencing on July 1, 2016, and each anniversary thereafter, either County or Tenant may determine whether an appraisal of the Premises is warranted to determine whether the annual rental rate should be adjusted. In the event either party determines that an appraisal is warranted, County shall obtain, at the expense of the party requesting the appraisal and in accordance with the requirements set forth herein, an appraisal of the then current fair market rental value for the Premises. In the event the appraisal indicates that the rental rate for the Premises should be adjusted, County shall provide a copy of the appraisal to Tenant not less than ninety (90) days prior to the anniversary of the Rental Commencement Date when the rent adjustment would take effect. In the event the non-requesting party does not believe the first appraisal accurately reflects the then existing fair market rental for the Premises, that party shall so notify the requesting party and request that a second appraisal be obtained. County shall obtain a second appraisal at the expense of the party requesting the second appraisal and in accordance with the requirements set forth herein. In the event that the two appraisals vary by less than 15%, the two appraisals shall be averaged and the result shall be used as the new Rent payable. In the event that the two appraisals vary by more than 15%, the two appraisers shall select a third appraiser who shall perform an appraisal of the fair market rental for the Premises. The cost of the third appraisal shall be borne equally by the parties. The Rent will then be established by discarding the high and low values, and utilizing the middle appraisal value as the fair market rent. The new Rent established by the foregoing process shall be effective as of the anniversary of July 1, 2016, and remain in effect until Tenant or County determines that rent should be reappraised.

Section 2.04 Additional Rent.

This Lease shall be "triple net" without cost or expense of any nature to County, except for any sums County may pay to the Palm Beach Soil and Water Conservation District in connection with the administration of this Lease. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Rent.

Section 2.05 Sales, Use and Rent Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Rent and/or Additional Rent even though the tax and statute or ordinance may propose to impose such tax against County. Tenant shall pay before delinquency all ad valorem and non ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises or Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises.

ARTICLE III CONSTRUCTION OF LEASED PREMISES

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is" in its existing condition, as of the Effective Date of this Lease, together with all defects, latent or patent. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises, including, without limitation, any relating to the physical condition of the Premises or, any improvements or equipment located therein, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease.

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. Tenant acknowledges that this Section 3.01 is intended to and shall be deemed to constitute an agreement in writing eliminating any duty or obligation imposed upon County by statute or otherwise relating to the inspection, maintenance or repair of, or the condition of, the Premises.

Section 3.02

(a) Tenant's Work. Tenant agrees to obtain all permits for and perform any and

all work at its own cost and expense which is necessary to fully operate, equip, and maintain the Premises for the permitted use of the Premises as specified in Section 4.01 of this Lease. In the event Tenant cannot obtain the necessary permits required to operate the Premises for the use specified in Section 4.01, Tenant shall have the right to terminate this Lease upon written notice to County whereupon both parties shall be relieved of any further obligations hereunder arising subsequent to such termination.

(b) Alterations. Tenant shall not make any improvements, additions, including the addition of any mobile homes, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all Alterations, whether pursuant to this Section or otherwise, are performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such Alterations being nevertheless subject to each and every provision of this Lease. All work done by Tenant in connection with any alterations, repairs and maintenance on the Premises shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the plans and specifications thereof. At the end of the Lease, Tenant may remove any items installed by Tenant, and restore the Premises to the condition in which it existed before such items were installed. All Alterations to the Premises that are not removed by Tenant shall become the property of County upon termination or expiration of this Lease.

(c) Construction Bonds. Tenant shall ensure that all Alterations are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such Alterations including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed, and delivered to County prior to commencement of any Alterations in excess of \$25,000 to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

(d) Contractor Requirements. Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05 Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any Alterations approved hereunder, in such amount as County reasonably determines to be necessary.

(e) No Liens. Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County

upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fee. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

The Premises shall be used solely and exclusively for agriculture purposes, specifically 20% organic, 5% specialty crop (papaya), and 75% traditional row crop produce ("Permitted Uses"). Tenant shall be allowed to change the types of crops and/or the percentage mix of crops allowed as Permitted Uses only with written approval from the County Administrator or his designee, which approval shall be granted at County Administrator's sole discretion. Subsequent to Tenant's execution of this Lease and within ninety (90) days after the date when all modifications to Permits have been obtained as specified in Section 4.03 hereof, Tenant and the Palm Beach Soil and Water Conservation District (PBSWCD) will together develop a Best Management Practices Plan (the "BMP Plan") for the Premises as provided for in the Water Quality/Quantity Best Management Practices for Florida Vegetable and Agronomic Crops 2005 Edition, developed by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy. The BMP Plan shall be in accord with the Permitted Uses. The BMP Plan is to be agreed to by the PBSWCD and Tenant, and approved by the County Administrator or his designee, and will comply with all state, federal and local environmental, health and safety laws, regulations and rules applicable to the use of the Premises, and shall become Exhibit "B" to this Lease. The Premises shall be operated in accordance with the BMP Plan. Tenant shall not use or permit any use or entry upon the Premises for any other purpose. The BMP Plan shall be monitored by the PBSWCD and County.

Tenant shall annually submit the figures for its crop yields after the completion of the previous growing season (August through June) by August 1 of each year to the PBSWCD at the address listed in Section 14.02(a) herein.

In addition, during the Lease Term, Tenant shall clear the Premises of, and prevent re-infestation by, those certain species of vegetation set forth in Exhibit "C" attached hereto and by reference made a part hereof ("Exotic Pest Plants"). Tenant shall not cut or remove any standing green timber from the Premises except for Exotic Pest Plants or trees planted by Tenant, or alter the flow of hydrology, without written approval of the County, which approval may be withheld or granted in its sole discretion.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Everglades Forever Act and Everglades Protection Area Tributary Basins Long-Term Plan for Achieving Water Quality Goals.

Tenant acknowledges that the Premises are located in the Boynton Farms Basin, which is part the Everglades Stormwater Program (ESP), as described in the Everglades Forever Act Section 373.4592, Florida Statutes.

Tenant also acknowledges that (i) the 4 pumps located on the west side of the Premises, necessary for water management of the Premises, currently discharge into the

Arthur R. Marshall Lox. Nat. Wildlife Refuge (the "Refuge"), which is considered part of the Everglades Protection Area, (ii) that the South Florida Water Management District (SFWMD) has the responsibility to administer compliance with the ESP to achieve state water quality standards, (iii) that the Premises are subject to the terms and conditions of SFWMD Permit No. 50-00430-S and SFWMD Permit No. 50-00423-S (collectively the "Permits"), as same may be modified, and (iv) that the Permits and the drainage plan for the Premises must be modified to prevent discharge from the Premises into the Refuge. Tenant also acknowledges that Tenant was awarded this Lease in part because of the conceptual drainage plan for the Premises prepared by TAC Environmental and proposed by Tenant in response to RFP No. 2010-103-RCB, which conceptual drainage plan included alternative plans for drainage of the Premises. The conceptual drainage plan originally submitted to County has been modified and approved by County for submission to SFWMD. A copy of the final drainage plan is attached as Exhibit "E" hereto (the "Final Drainage Plan") and will be submitted to SFWMD in connection with the modification of the Permits. The parties acknowledge that revisions to the Final Drainage Plan, or selection of one of the alternative drainage plans originally submitted to County, may be required by SFWMD. Tenant shall obtain County's approval of any revisions or substitutions to the Final Drainage Plan. As selection of a final drainage plan for submission to SFWMD depended upon the development of an overall drainage plan for both the Premises and Parcel 1, the other Parcel being leased pursuant to RFP No. 2010-103-RCB, Tenant agrees to cooperate with the lessee of Parcel 1 in making any revisions or substitutions to the Final Drainage Plan.

Accordingly, Tenant agrees that:

(a) Tenant shall prepare, at its sole cost and expense, its portion of the application(s) for modification of the Permits (the "Permit Applications") to redirect the drainage and pumping of the Premises and Parcel 1 from the west to the east as provided for in the Final Drainage Plan. Tenant shall obtain County's approval of Permit Applications, and any modifications thereto, prior to submitting Permit Applications, and any modifications thereto, to SFWMD and/ or Lake Worth Drainage District for approval. Tenant shall be solely responsible for all costs associated with the preparation and submission of the Permit Applications as they relate to the Premises, including but not limited to consultant costs and application fees.

(b) Tenant shall be responsible, at its sole cost and expense, for implementing and maintaining drainage of the Premises in compliance with the Permits as modified. Tenant shall relocate the 4 pumps located on the west side of the Premises if so required.

(c) SFWMD has previously requested that it be notified prior to start-up of pumps draining stormwater from the Premises. County will accept whatever notification requirement may be included by SFWMD in the Permits.

(d) Tenant shall grant SFWMD personnel, or contracted representatives, unrestricted access to the Premises to take samples of the stormwater being discharged, for water quality monitoring purposes.

(e) Tenant shall grant SFWMD personnel, or contracted representatives, unrestricted access to the Premises to inventory and survey the Premises' drainage systems (canals, gates, pumps).

Section 4.04 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant

shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages, including attorney fees at trial or on appeal, resulting from Tenant's failure to perform its obligations in this Section.

Section 4.05 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease.

Section 4.06 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, shall at its sole cost and expense, remove Tenant's personal property, agricultural crops, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted, except that Tenant shall not remove any drainage improvements, culverts or pumps installed by Tenant or the County's four pumps that may be relocated by Tenant as part of Tenant's drainage plan. Upon surrender of the Premises, title to any and all remaining Alterations or property within the Premises shall revert to County. Tenant shall turn over to County all keys and copies of all permits for the Premises, if applicable.

Section 4.07 Hazardous Substance.

Tenant shall not use, maintain, store or dispose of any containers including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all environmental laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

Tenant acknowledges the County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

Section 4.08 Pumps, Culverts, Motors and Other Related Improvements.

Tenant shall be responsible for the operation, maintenance, replacement and repairs of all pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant shall maintain the improvements existing as of the Effective Date of this Lease or subsequently constructed or installed, including but not limited to, the pumps, culverts, risers, bridge motors and other related improvements in substantially the same condition as of the Effective Date of this Lease, reasonable wear and tear excepted.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal which may arise directly, indirectly or proximately as a result of the operation or overall function of the pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant's responsibility hereunder shall survive the expiration or termination of this Lease and shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant. This provision shall survive the expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations constructed on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises or any improvements thereto. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Section 7.01 Insurance.

Tenant shall, at its sole expense, maintain in full force and effect at all times during the Term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of

insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease.

Section 7.02 Commercial General Liability

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

Section 7.03 Business Automobile Liability.

Tenant shall maintain Business Automobile Liability insurance at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event Tenant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Tenant to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. This coverage shall be provided on a primary basis.

Section 7.04 Worker's Compensation Insurance & Employers Liability.

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

Section 7.05 INTENTIONALLY DELETED

Section 7.06 Additional Insured.

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

Section 7.07 Environmental Impairment Insurance.

Tenant shall maintain Environmental Impairment Insurance, with at least a \$1,000,000 policy limit, naming County as an additional insured. In the event Tenant cannot obtain the required Environmental Impairment Insurance, Tenant shall have the right to terminate this Lease upon written notice to County.

Section 7.08 Waiver of Subrogation.

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

Section 7.09 Certificate(s) of Insurance.

Immediately following Tenant's execution of this Lease, Tenant shall deliver to County a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Lease have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance should be

mailed to and referenced in the "CERTIFICATE HOLDER" box (ACORD FORM): Palm Beach County BOCC, Property & Real Estate Management, Attention Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.10 Umbrella or Excess Liability.

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

Section 7.11 Right to Review.

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

**ARTICLE VIII
INDEMNIFICATION**

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

**ARTICLE IX
DESTRUCTION OF PREMISES**

In the event the improvements on the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, then the Tenant shall, after review and approval by County of a restoration plan prepared by Tenant, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion. County shall not be required to repair or replace any improvements on the Premises.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises, nor grant any easements

affecting the Premises, nor execute any management contract or similar agreement that diminishes Tenant's control of the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULTS AND REMEDIES

Section 11.01 Defaults.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from County to Tenant.
- (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice hereof from County to Tenant provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- (d) (i) The making by Tenant or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- (e) The discovery by County that any information given to County by Tenant relating to this Lease was materially false.

Section 11.02 Remedies.

In the event of Default by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- (a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.
- (b) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums due hereunder shall be accelerated and due in full and

Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the cost of recovering possession of the Premises including attorney's fees, expenses relating to the renovation or alteration of the Premises and real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be paid to Tenant.

(c) Treat this Lease as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.

(d) Stand by and do nothing, holding Tenant liable for the rent as it comes due.

(e) Pursue any other remedy now or hereafter available to County under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County reserves all rights which the laws of the State of Florida confer upon a landlord against a Tenant in default.

ARTICLE XII

ANNUAL BUDGETARY FUNDING/CANCELLATION/SUSPENSION

Section 12.01 Annual Budgetary Funding/Cancellation.

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

Section 12.02 Suspension.

In the event of an emergency, whether declared by County, the State of Florida or the Federal Government, County may cancel or suspend the Lease, on one (1) day notice, on up to 100 acres of the Premises, or the entire Premises if less than 100 acres. In the event of a cancellation or suspension per this paragraph, County will refund the Tenant for any prepaid rent, prorated based on time and the percentage of the Premises affected. A Lease suspension will be not less than six (6), nor more than twelve (12) months. In the event of a cancellation or suspension per this paragraph, Tenant will be compensated by County for any crops and/or improvements damaged as of the suspension/cancellation date, based on an independent appraisal by a County-approved, County hired, County paid and state licensed appraiser that considers the crop and wholesale prices thereof, expenses incurred by the Tenant for the crop and/or improvements up to the date of suspension or cancellation and other factors that the appraiser deems relevant. The appraisal will be subject to approval by the Federal Emergency Management Agency (FEMA). If a suspension extends beyond one crop cycle, County will compensate Tenant for lost profits similarly determined for any additional crop cycle into which the suspension period extends. In the event of a cancellation per this paragraph such compensation shall be limited to the crop cycle in which the cancellation occurs. At the end of any suspension period, County will either (i) restore the Premises, excluding restoration of any crops

affected by the suspension, to its pre-suspension condition or better, and the Lease will resume, or (ii) cancel the Lease per Section 12.01.

ARTICLE XIII QUIET ENJOYMENT

Section 13.01 County's Covenant.

Upon payment by the Tenant of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto and forming a part hereof, as if fully set forth herein, constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County to:
Palm Beach County
Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

With copies to:
Palm Beach County Attorney
Attention: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401-4791

And

Palm Beach Soil and Water Conservation District
Attention: Administrator
750 South Military Trail
West Palm Beach, FL 33416-3963

- (b) If to the Tenant at:
T&D Cattle Co. and Exotics, Inc.
Attn: Richard Bowman
14339 Smith Sundry Road
Delray Beach, FL 33446

Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days' prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 14.03 Disclosure of Beneficial Interests

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure and prior to the Commencement Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease. Tenant agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorneys' fees, at trial and appellate levels, expended or incurred by County in the defense of any such claim or demand.

Section 14.06 Recording.

Tenant shall not record this Lease, or any memorandum or short term thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.07 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIALS BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.08 Governing Law.

This Lease shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 14.09 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from County's public health unit.

Section 14.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.11 Waiver, Accord and Satisfaction.

The waiver by County of any default of any term, condition, or covenant herein contained shall not be deemed a waiver of such term, condition or covenant; nor shall waiver of default be deemed a waiver of any other term, condition, or covenant or any subsequent breach of any term, condition or covenant contained herein. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.12 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.13 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.14 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.15 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.16 Survival.

The parties' warranties, agreements, covenants and representations set forth in this Lease shall not be merged and shall survive consummation of the transaction contemplated by this Lease.

Section 14.17 Effective Date of Lease.

This Lease 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.

Section 14.18 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.19 Palm Beach County Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with lease specifications and to detect waste, corruption and fraud.

Section 14.20 Access Road.

The tenants of Parcels 1 and Parcel 2, as those Parcels are defined in RFP No. 2010-103-RCB, shall have shared access over the dirt road located along the north boundary of Parcel 1. Each tenant shall have maintenance responsibility for the portion of the road located on each tenant's leased premises.

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IN WITNESS THEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

Elizabeth L Barr
(Witness Signature)

Elizabeth L Barr
(Print Witness Name)

Barr
(Witness Signature)

Bobbie Bowman
(Print Witness Name)

TENANT:

T&D CATTLE COMPANY AND EXOTICS,
INC., a Florida corporation

By: Richard P. Bowman
Richard Bowman, President

(SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

COUNTY:

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

By: _____
Karen T. Marcus, Chair

WITNESS:

(Witness Signature)

(Print Witness Name)

(Witness Signature)

(Print Witness Name)

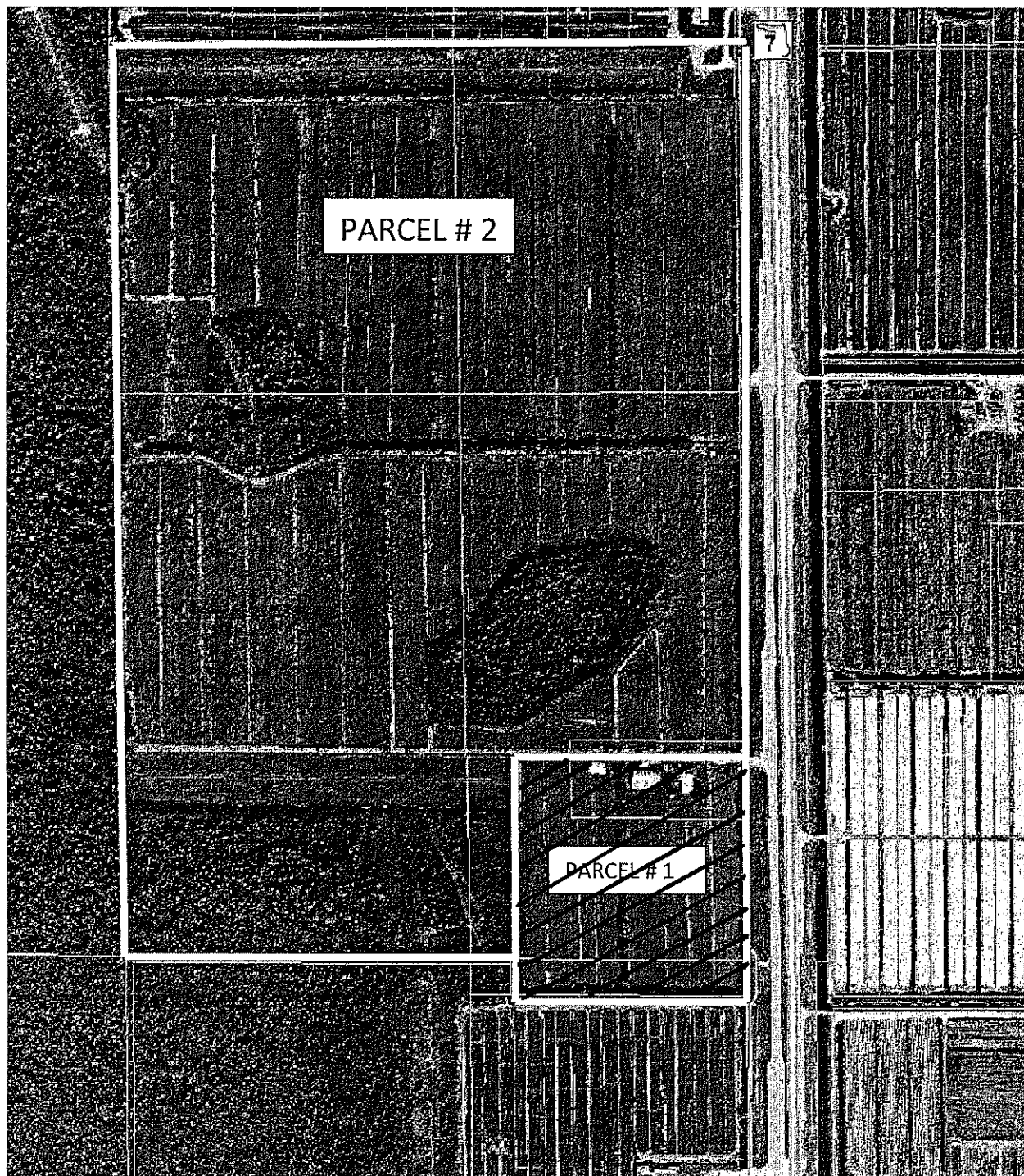
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"
(to the Lease)
THE "PREMISES"



**EXHIBIT “B”
(to the Lease)**

BEST MANAGEMENT PRACTICES PLAN

**EXHIBIT “C”
(to the Lease)**

EXOTIC PEST PLANTS

Melaleuca Melaleuca quinquenervia

Brazilian Pepper Schinus terebinthifolius

Australian Pine Casuarina Spp.

Earleaf Acacia Acacia auriculiformia

And any other plant the County from time to time so designates.

EXHIBIT "D"
(to the Lease)

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the President (position - i.e. president, partner, trustee) of T+D Cattle Co and Brothers Inc (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity is the lessee of the real property depicted on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 14339 Smith Sundry Rd
Delray Beach FL 33446

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

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

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Rich E. Bowman, Affiant
(Print Affiant Name) Richard Bowman

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30 day of July, 2016, by Richard Bowman
[] who is personally known to me or [☒] who has produced Fla DL
as identification and who did take an oath.

issue 3/30/2010
exp. 5/9/2018

Mary Martinez
Notary Public

Mary Martinez
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: MARY MARTINEZ

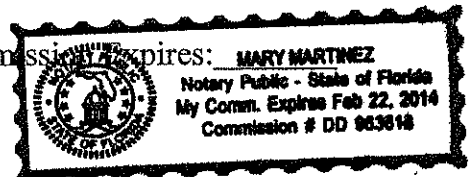
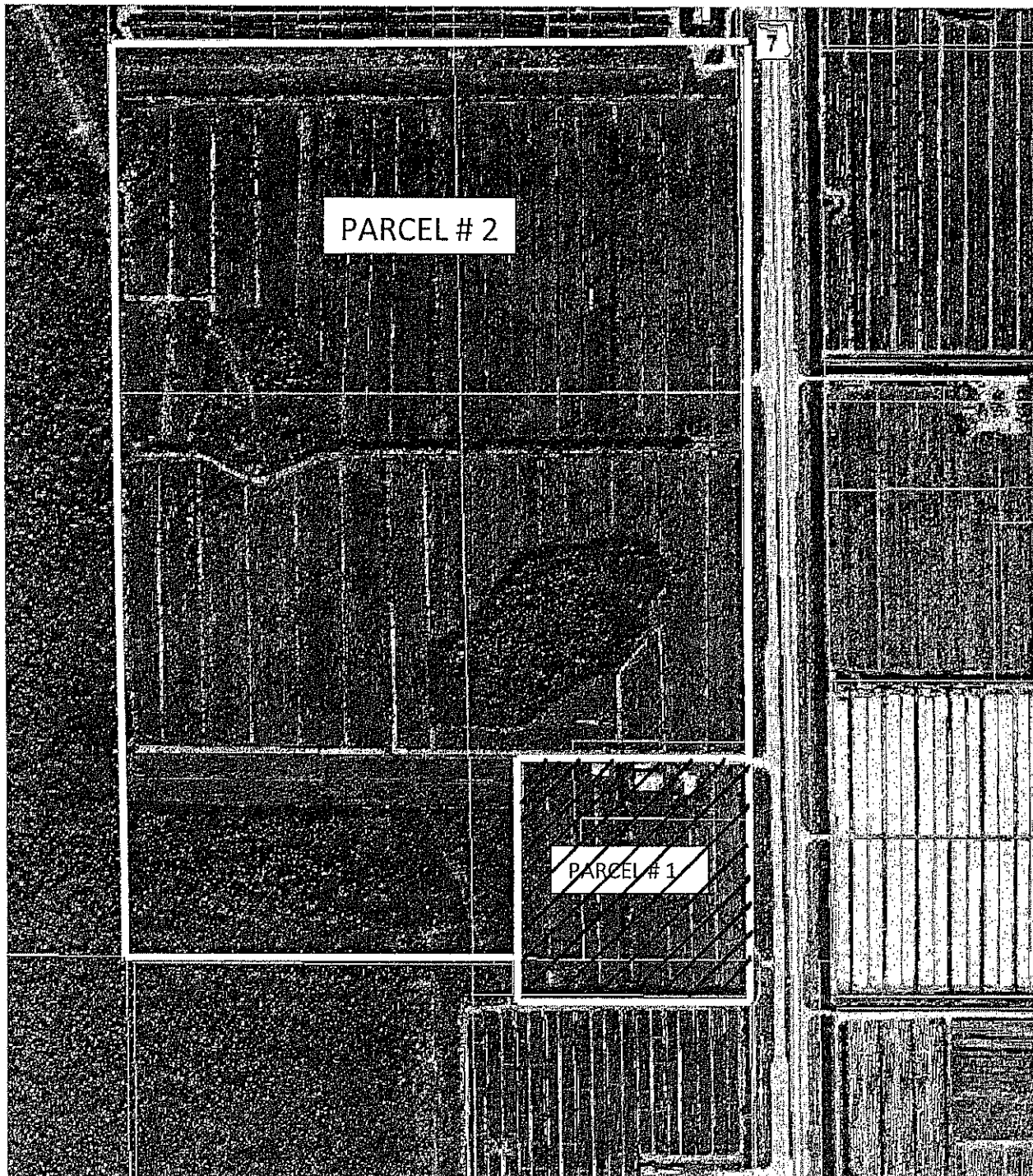


EXHIBIT "A"
TO TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS
PROPERTY



SCHEDULE TO BENEFICIAL INTERESTS

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

same address

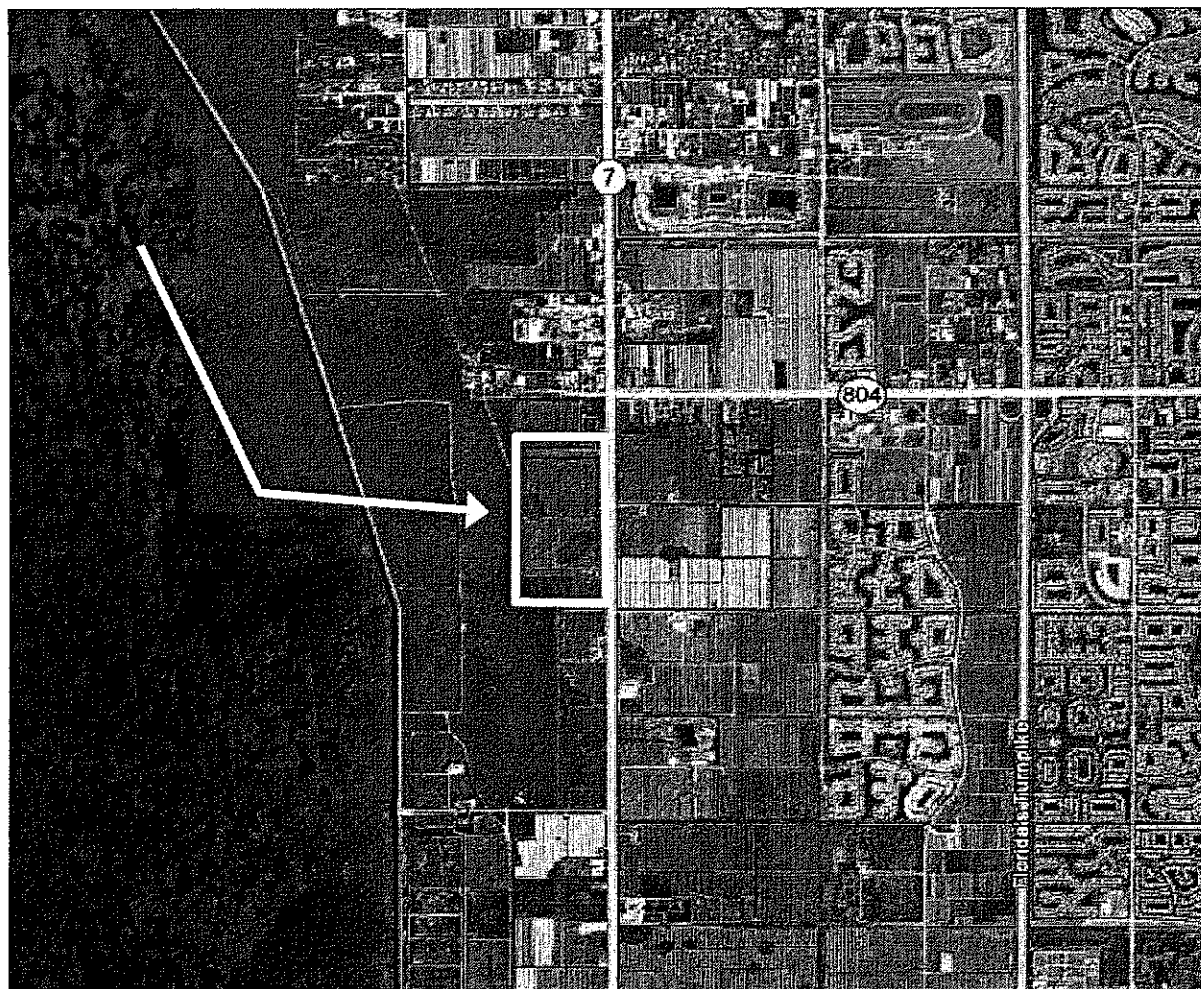
EXHIBIT "E"
(to the Lease)
FINAL DRAINAGE PLAN



PBC Amestoy Parcel Farm Operation Plan



presented by
T&D Cattle Co. & Exotics, Inc.



Prepared by

**TAC Environmental
Water Resources Consulting, Inc.**
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458
(561) 743-5598 • (561) 743-0092 (fax) •
pwhalen@TACenviron.net





TAC Environmental

Water Resources Consulting, Inc.

PROPOSED FARM OPERATION PLAN

PALM BEACH COUNTY - AMESTOY PARCEL

216.5+/- Acres

Presented by

T & D CATTLE COMPANY & EXOTICS, INC.

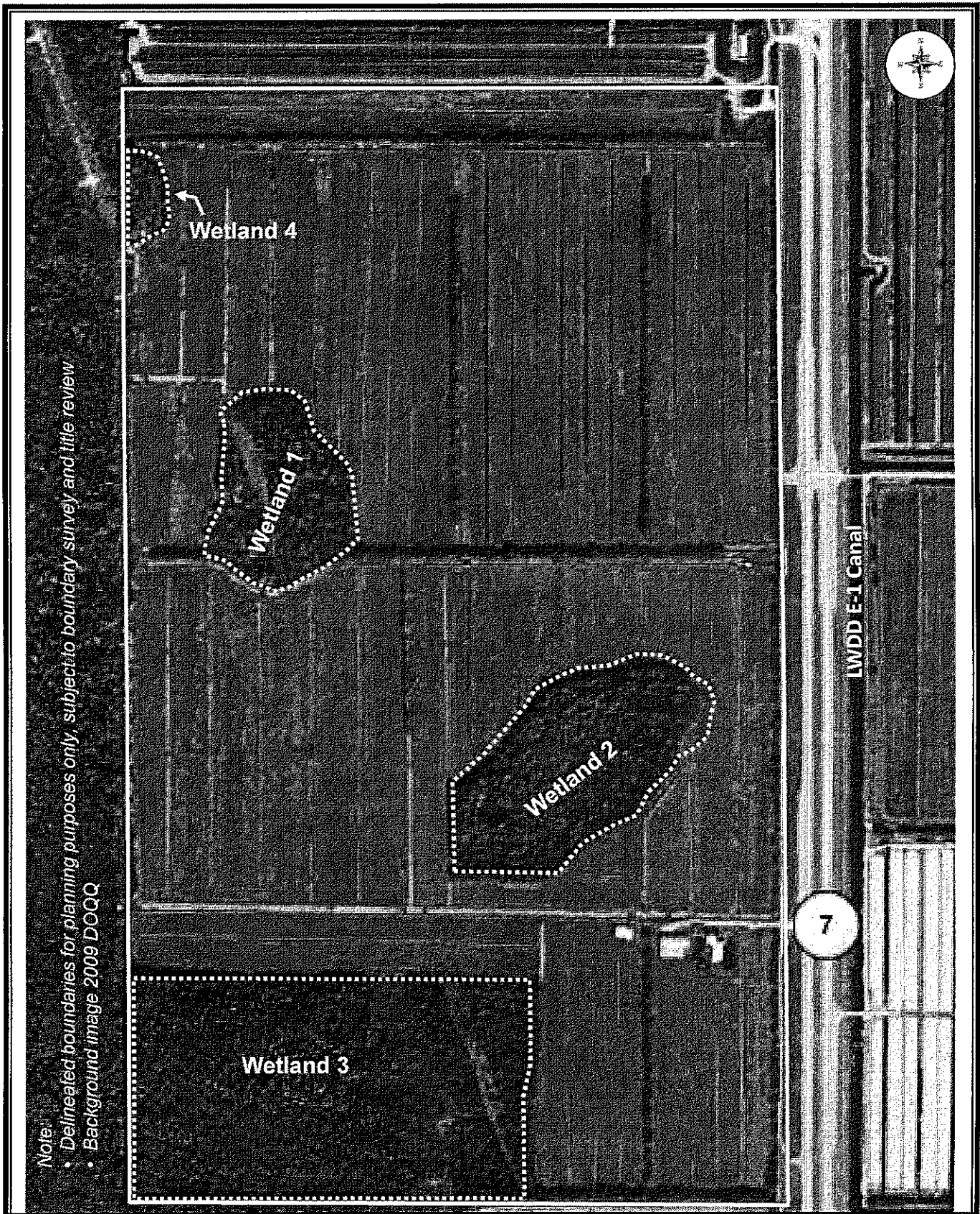
prepared by

Paul J. Whalen, P.H.

TAC Environmental Water Resources Consulting, Inc.

This conceptual farm operation plan has been prepared at the request of the *T & D Cattle Company & Exotics, Inc.* for the purpose of improving the existing stormwater management system to facilitate agricultural production on the land area referred to as the *Palm Beach County Amestoy Parcel* (Figures 1 & 2).

The objective of this plan is to be submitted to the South Florida Water Management District (SFWMD) as part of an application for modification of existing Environmental Resource Permits covering the subject property. Additionally, a component of this proposed plan will require the submittal to the Lake Worth Drainage District (LWDD) for a modification of an existing connection permit. Implementation of the modified surface water management system configuration will require the authorization of both the SFWMD and the LWDD.



Initials: PJW
06/01/2011
Figure 2

PBC Amestoy Parcel
Aerial Photograph
Palm Beach County, Florida



TAC Environmental
Water Resources Consulting, Inc.
Paul J. Whalen, P.H.
Professional Hydrologist & Hydrologist-Water Quality
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458
561-743-5598 • 561-743-0092 (fax) • pwhalen@TACenviron.net

SUMMARY

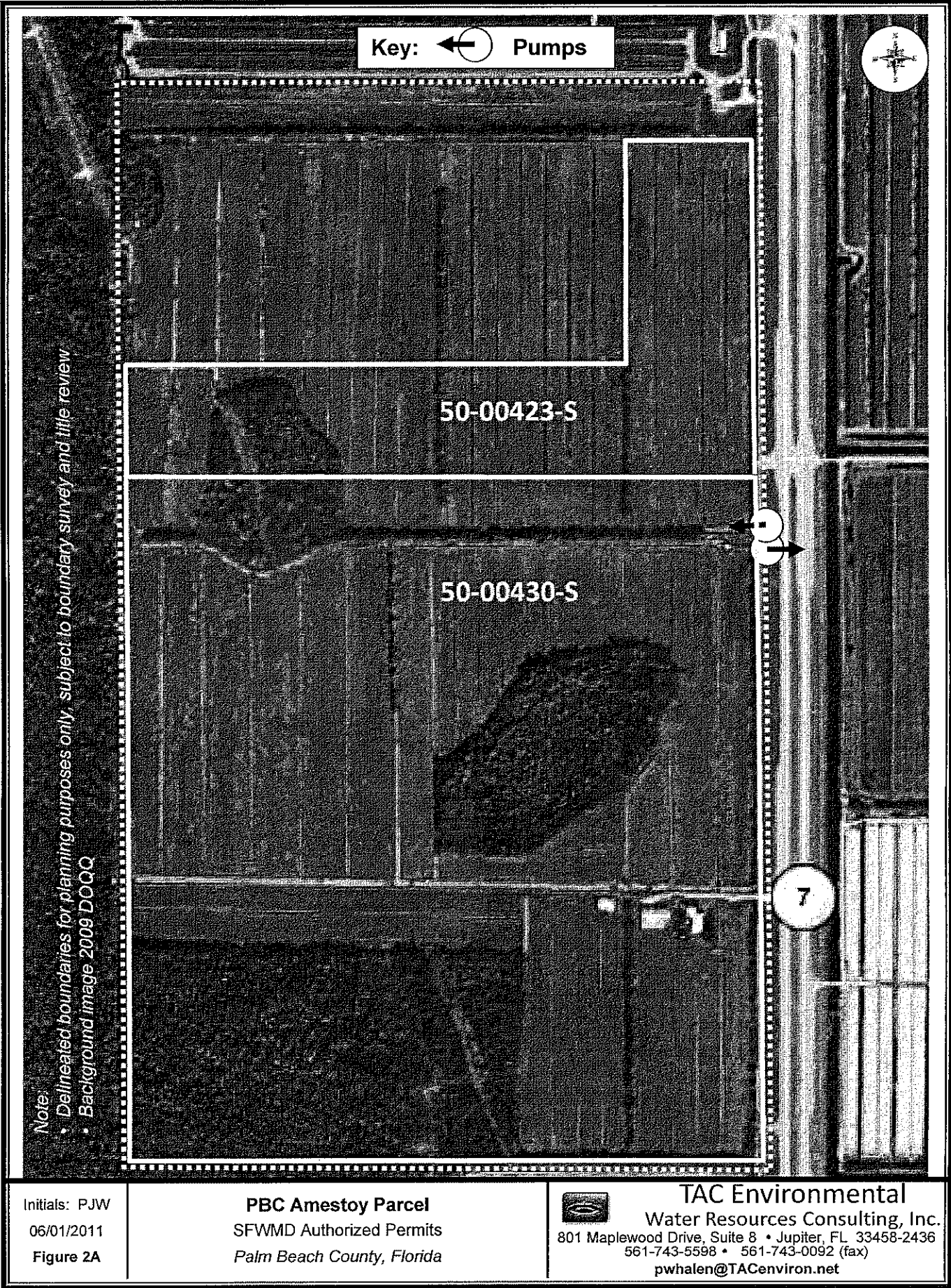
The 216.5± acre subject property has been an active agricultural row crop operation for over 40 years. Authorization of stormwater drainage from a 161.5 acre portion of the subject property is provided by two (2) SFWMD issued permits:

50-00430-S	140 acres	23,000 gpm to LWDD E-1 Canal	Originally Issued 1977
50-00423-S	21.5 acres	2,150 gpm to LWDD E-1 Canal 24" CMP to LWDD E-1 Canal	Originally Issued 1977

The SFWMD permits listed above were permits were administratively transferred to Palm Beach County in 2007. The application for permit modification will have the following elements:


- Consolidate the two (2) permits referenced above.
- Incorporate the 55± acres that have been in agricultural production for over 40 years as part of this farm into the consolidated permit.
- The previous permits provide for a combined authorized discharge of 25,150 gpm. However the total acreage covered by these two permits is only 161.5 acres. Given the unchanged agricultural land use history for the past 40 years, proportionately increase the authorized off-site discharge capacity for the entire 216.5± acre property resulting in an authorized 33,715 gpm.
- Presently one (1) off-site discharge location exists through an FDOT twin concrete culvert structure to the LWDD E-1 Canal. An additional FDOT concrete culvert structure, presently unused, also exists adjacent to the property's southeast corner connecting to the LWDD E-1 Canal. The installation of a second pump station at this additional FDOT culvert structure will distribute the property's authorized off-site discharge capacity. Installation will also require approved modification of the property's LWDD Right-of-Way Permit.
- Construct an on-site stormwater management basin:
 - Dry Retention of 150% of the SFWMD standard water quality treatment volume in accordance with the Water Preserve Area Basin rule (Basin C-15);
 - Dry Detention of additional excess stormwater runoff; and
 - Stormwater runoff pumping shall occur first to the retention/detention basin. Only after reaching the retention volume will off-site pumping to the LWDD E-1 Canal commence.
- Due to the high risk crops, emergency back-up/stand-by pumps are to be installed at the off-site pump stations. The SFWMD has routinely issued similar permits for similar agricultural operations in Palm Beach County: 50-00024-S, 50-00280-S, 50-00425-S, & 50-01324-S (+ others).
- There will be no alterations or encroachment to the existing on-site wetlands.
- The property's agricultural operation has been enrolled with the Florida Department of Agricultural and Consumer Services (FDACS) as a participating farm under the Vegetable & Agronomic Crops Best Management Practices Program.

*NOTE: Irrigation permitted under the Lake Worth Drainage District's Permit No. 50-00793-W.
The subject property is a listed Dependent Secondary User with a valid ROW/ICP.*



Initials: PJW
06/01/2011
Figure 2A

PBC Amestoy Parcel
SFWMD Authorized Permits
Palm Beach County, Florida

**TAC Environmental**
Water Resources Consulting, Inc.
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5598 • 561-743-0092 (fax)
pwhalen@TACenviron.net

FARM OPERATION PLAN

TAC Environmental Water Resources Consulting, Inc. has a substantial history and familiarity with the subject property, configuration, hydrology, and SFWMD permitting rules and permit history on this specific tract. During 2007, TAC Environmental conducted an inventory of the property land use & surface water management system (Table 1).

Table 1. General Land Use Inventory

General Land Use Classification	Acreage
Agricultural Area (Farm Fields, Roads, Pump Stations, etc.)	147.9± acres
Water Conveyance System (Main Canal, Lateral Canals, Field Ditches)	23.8± acres
Wetlands	44.8± acres
Itemized: Wetland No. 1	7.0± acres
Wetland No. 2	11.9± acres
Wetland No. 3	25.0± acres
Wetland No. 4	0.9± acres
TOTALS	216.5± acres

Authorization of stormwater drainage from a 161.5 acre portion of the entire Palm Beach County property subject to this RFP (216± acres) is provided by two (2) SFWMD issued permits:

Drainage

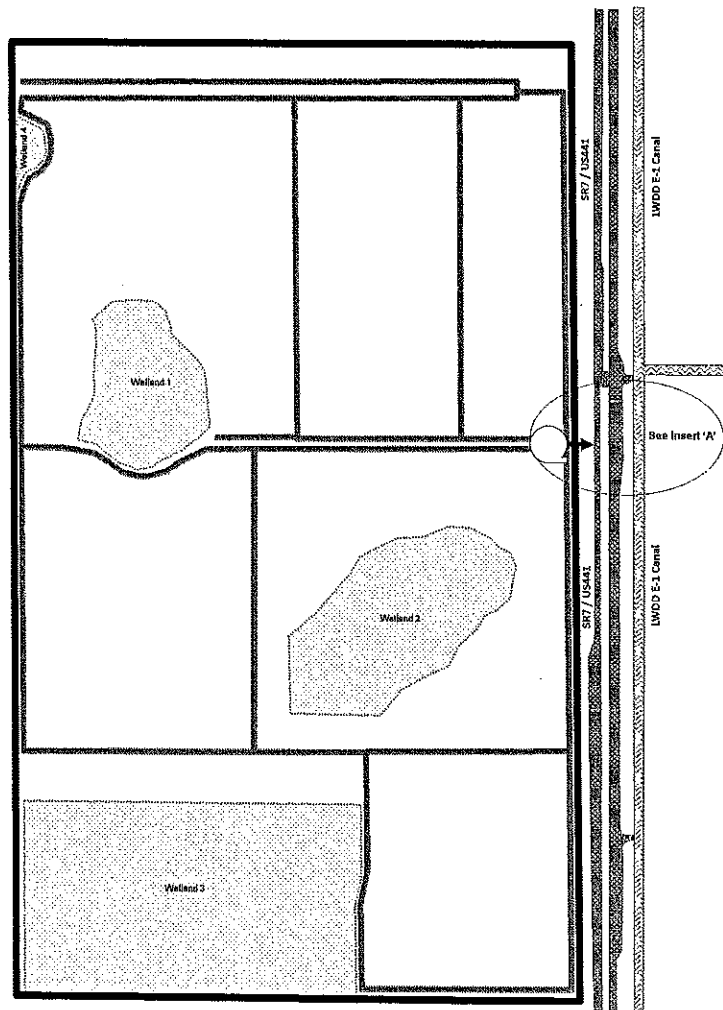
50-00430-S	140 acres	23,000 gpm to LWDD E-1 Canal	Originally Issued 1977
50-00423-S	21.5 acres	2,150 gpm to LWDD E-1 Canal	Originally Issued 1977
		24" CMP to LWDD E-1 Canal	

The previous permits provide for a combined authorized discharge of 25,150 gpm. However the total acreage covered by these two permits is only 161.5 acres. Given the unchanged land use history (agricultural for the past 40 years), the acreage proportionate increase the authorized off-site discharge capacity by 8,565 gpm will result in a total of 33,715 gpm authorized for the entire 216.5± acre property.

Irrigation

50-00430-W	137.37 MG annual allocation from LWDD E-1 (200± acres)
	(superseded and included in LWDD permit No. 50-00793-W as a Dependent Secondary User)

During past years, surface water runoff was pumped off-site to both the west (into property owned by the US Fish & Wildlife Service, outside of Water Conservation Area 1) and to the east into the LWDD E-1 Canal through a concrete culvert under US441/SR7. Due to the passage of the 1994 Everglades Forever Act and subsequent amendments (373.4592, F.S.), the SFWMD has required the discontinuance of surface water discharges from this property to the west (onto USFWS property). **Figure 3** provides the location of the current off-site discharge facility and location of a presently unutilized additional potential connection to the LWDD E-1 Canal.



**DRAINAGE
INFRASTRUCTURE
- EXISTING -**



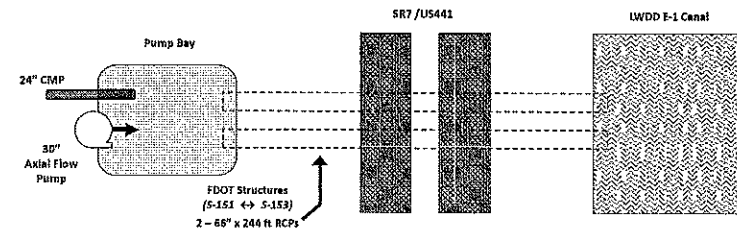
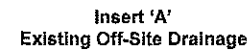
PBC Amestoy Parcel

Section 25 / T45S / R41E

Farm Operation Plan



SYMBOL KEY



Initials: PJW
06/01/11
Figure 3

PBC Amestoy Parcel

Drainage – Existing Conditions
Palm Beach County, Florida

NOTES:

- For planning purposes only, subject to boundary survey and title review



**TAC Environmental
Water Resources Consulting, Inc.**

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5598 • 561-743-0092 (fax)
pwhalen@TACenviro.net

T & D Cattle Company & Exotics, Inc. is proposing to implement a row crop agricultural operation for the entire 216.5± acre parcel. The farm plan goals are to (a) establish a feasible and efficient water management system and (b) fulfill SFWMD requirements for water quality treatment. To achieve the above stated goals, below are the farm operation plan components necessary.

Farm Operation Plan Elements: (see Figures 4, 5, & 6)

- All off-site stormwater runoff discharge is either retained on-site or discharged east to the LWDD E-1 Canal. No stormwater runoff is proposed to be pumped to the west.
- Divide property into hydrologic blocks by use of internal water control structures;
- Off-site discharge capacity will be limited to 33,715 gpm
 - Previously permitted discharge capacity 25,150 gpm @ 161.5 ac; and
 - Proportionate capacity of 8,565 gpm allowed for 55 acre portion not covered under previous permits.
- A physical connection to the LWDD E-1 Canal exists in the immediate vicinity of the property's southeast corner. This existing 72" x 255 LF reinforced concrete pipe (RCP) has the potential to connect the Amestoy Parcel to the LWDD E-1 Canal. The pipe is in good condition. The only infrastructure preventing a physical connection to this pipe is an earthen berm. A 2nd surface water pump station is proposed to be installed at this location. Total allowable off-site discharge capacity will be distributed between the original pump station location and the proposed SE property corner location to facilitate more efficient stormwater water management.
- The SFWMD Water Preserve Basin Rule (40E-41.363, FAC) states that 150% of the normally required water quality treatment volume is required prior to off-site discharge. Normally required water quality treatment volume is defined as:
 - 1.50 inches rainfall detained (150% x 1" requirement); OR
 - 0.75 inches rainfall retained (150% x ½" requirement)
- Due to the proximity of the Amestoy Parcel located within an SFWMD Water Preserve Area Basin (Basin C-15), 150% of the standard required water quality treatment will be required as a condition of the proposed permit modification to incorporate the 55 unpermitted acres described earlier. This water quality treatment will be achieved by an above ground impoundment is proposed to be constructed along the property's western boundary. This strategic location will allow for facilitation of both western seepage management as well as utilizing the property's lower ground elevation (-0.5± feet). The proposed stormwater management basin has been sized to allow for the retention of the required SFWMD water quality volume, but also additional limited storage capacity for management of excess stormwater runoff.

Calculations and sizing are as follows:

Amestoy Parcel - Acreages

Gross (acres)	216.5	@ PBC survey	
Wetland #1	7.0	@ USDA-NRCS	
Wetland #2	11.9	@ USDA-NRCS	
Wetland #3	25.0	@ USDA-NRCS	
Wetland #4	0.9	@ USDA-NRCS	
Net Farm	171.7	Ac	
Detention	6.89	Ac	
Net	164.8	Ac	

Water Preserve Basin Rule requires 150% of 'Standard Water Quality Treatment'
0.5 in retention x 150% = 0.75 in

Retention Volumes (inches)			
(in)	(ac-ft)	(ft^3)	
0.75	10.73	467,453	min. required

Figure 4 provides the general location of the proposed stormwater management basin. In an effort to reduce additional ground excavation, the length and width are placed within the foot print of existing field blocks. The proposed sizing is as follows:

- 6.89± acres (gross);
- 1,200 ft x 250 ft outside berm footprint dimensions;
- Meets SFWMD dimensional criteria of 100 ft minimum width;
- Required SFWMD retention volume for water quality treatment = 10.73 ac-ft
 - (2 foot water depth);
- Total detention volume @ 4 foot maximum water depth = 17.12 ac-ft (see **Figure 5** for basin berm side-slope profiles);
- All runoff pumping from the farmed area will be first directed to the stormwater basin prior to initiation of off-site discharge;
- During low antecedent rainfall periods, excess stored stormwater runoff from basin will be allowed to bleed out to the farm canal system and then pumped off-site. However, the lower two (2) feet of stored water is held by a fixed weir plate and is allowed to discharge by only evaporation or percolation (see **Figure 6** for outfall structure schematic).

DRAINAGE INFRASTRUCTURE - PROPOSED -

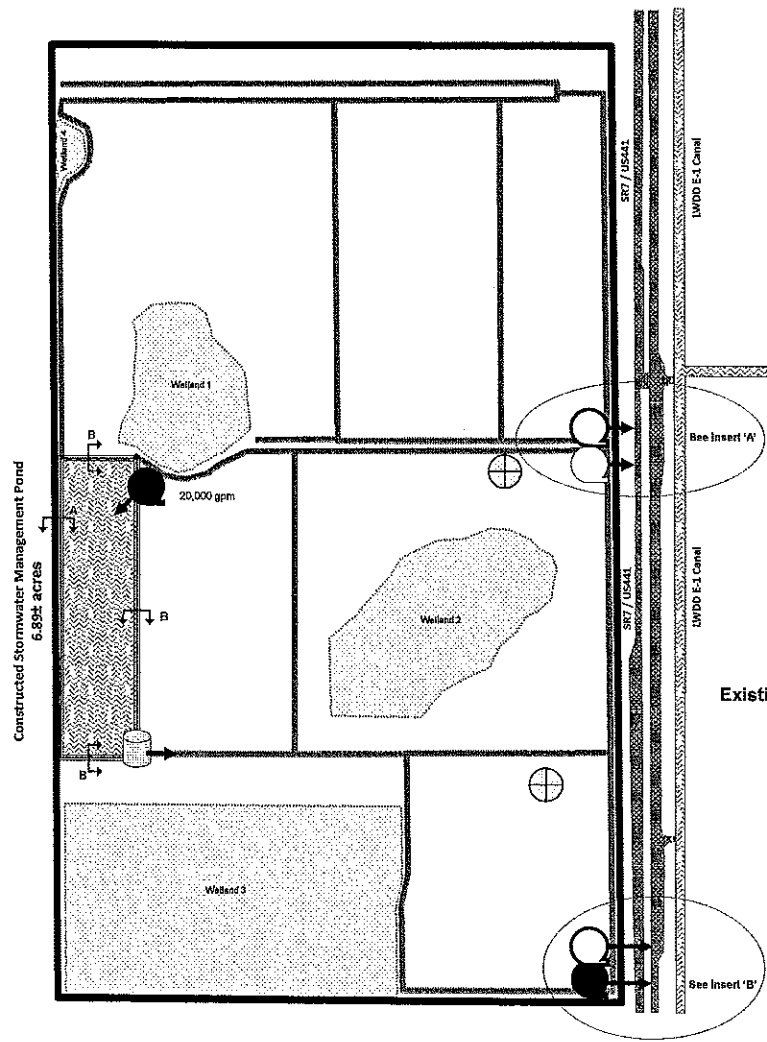


PBC Amestoy Parcel Section 25 / T45S / R41E Farm Operation Plan



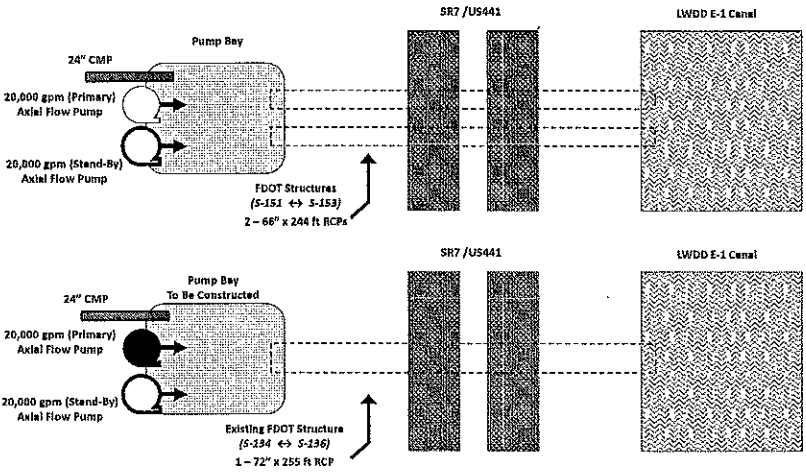
SYMBOL KEY

- PBC Amestoy Parcel property boundary
- Delineated Wetlands (WMD ERP No. 26-00623-P / 090515-16)
- Existing 30" stormwater discharge pump (primary) [permitted]
- Existing 24" CMP [permitted]
- Proposed discharge pumps (primary)
- Proposed discharge pumps (stand-by/emergency back-up)
- Proposed gravity overflow water control structure
- (Future) Proposed 10" irrigation well, low volume
[Future Project: conversion to drip irrigation system]



Insert 'A'
Existing Off-Site Drainage Point

Insert 'B'
Proposed Additional
Off-Site Drainage Point



Initials: PJW
06/01/11
Figure 4

PBC Amestoy Parcel Drainage - Proposed Conditions Palm Beach County, Florida

NOTES:
• For planning purposes only, subject to boundary survey and title review



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Water Resources Consulting, Inc.
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5598 • 561-743-0092 (fax)
pwhalen@TACenviron.net

Constructed Stormwater Management Pond
(above ground)
6.89± acres

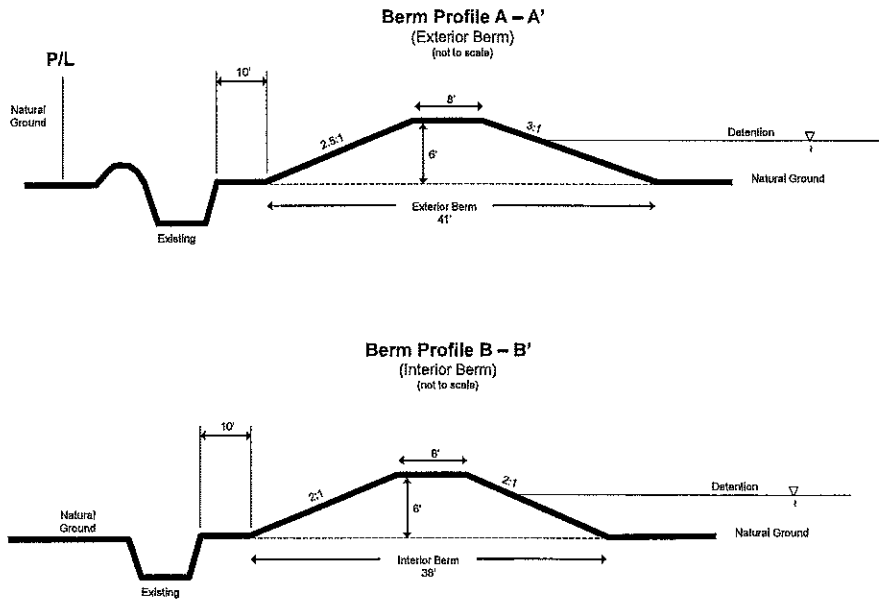
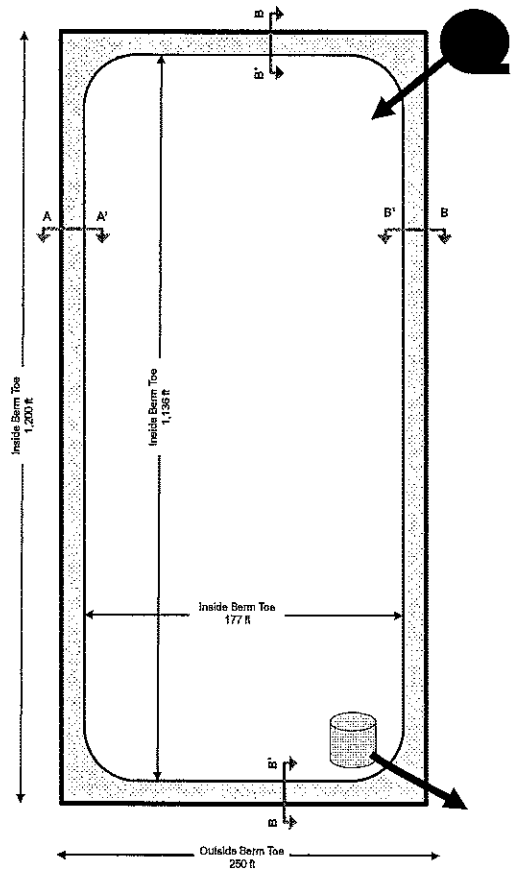
DRAINAGE
INFRASTRUCTURE
- PROPOSED -



PBC Amestoy Parcel
Section 25 / T45S / R41E
Farm Operation Plan



(not drawn to scale)



Initials: PJW
06/01/11
Figure 5

PBC Amestoy Parcel
Stormwater Management Pond Dimensions
Palm Beach County, Florida

NOTES:
• For planning purposes only, subject to boundary survey and title review



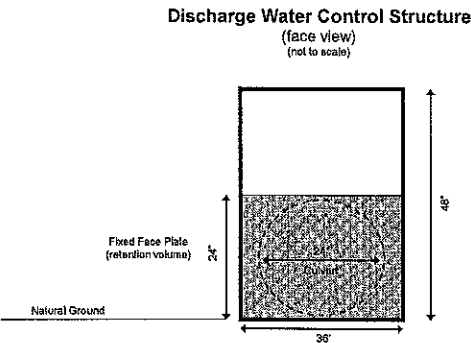
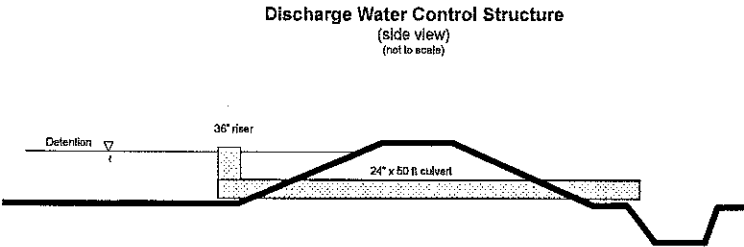
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561-743-5598 • 561-743-0092 (fax)
pwhalen@TACenviron.net

Constructed Stormwater Management Pond
(above ground)
6.89± acres

DRAINAGE
INFRASTRUCTURE
- PROPOSED -



PBC Amestoy Parcel
Section 25 / T45S / R41E
Farm Operation Plan



Initials: PJW
06/01/11
Figure 6

PBC Amestoy Parcel
Stormwater Management Pond Outfall
Dimensions
Palm Beach County, Florida

NOTES:
• For planning purposes only, subject to boundary survey and title review



TAC Environmental
Water Resources Consulting, Inc.
801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5598 • 561-743-0092 (fax)
pwhalen@TACenviron.net

- *Stand-By Emergency Pumps:* Due to the high risk crops, emergency back-up/stand-by pumps are to be installed at the off-site pump stations. The SFWMD has routinely issued similar permits for similar agricultural operations in Palm Beach County: 50-00024-S, 50-00280-S, 50-00425-S, & 50-01324-S (+ others).
- *Wetlands:* There will be no alterations or encroachment to the existing on-site wetlands.
- *Best Management Practices:* The property's agricultural operation has been enrolled with the Florida Department of Agricultural and Consumer Services (FDACS) as a participating farm under the Vegetable & Agronomic Crops Best Management Practices Program. (see **Appendix A**).
- *Increased Irrigation Efficiency:* If farming operations are determined to be economically feasible on the Amestoy Parcel, a future project is contemplated to initiate conversion of crop irrigation method from water table control seepage irrigation to a low volume drip system. Conversion will require a substantial economic investment. The logistical operation of such a system requires the use of limited ground water resources. Although not immediately planned, the potential locations of two (2) future ten inch diameter (10") low volume drip irrigation source wells have been identified on **Figure 4**.

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the President (position - i.e. president, partner, trustee) of T+D Cattle Co and Brothers INC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity is the lessee of the real property depicted on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 14339 Smith Sundry Rd
Delray Beach FL 33446

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

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

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Rich E. Bowman, Affiant
(Print Affiant Name) Richard Bowman

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30 day of July, 2016, by Richard Bowman
[] who is personally known to me or [X] who has produced Fla DL
as identification and who did take an oath.

issue 3/30/2010
exp. 5/9/2018

Mary Martinez
Notary Public

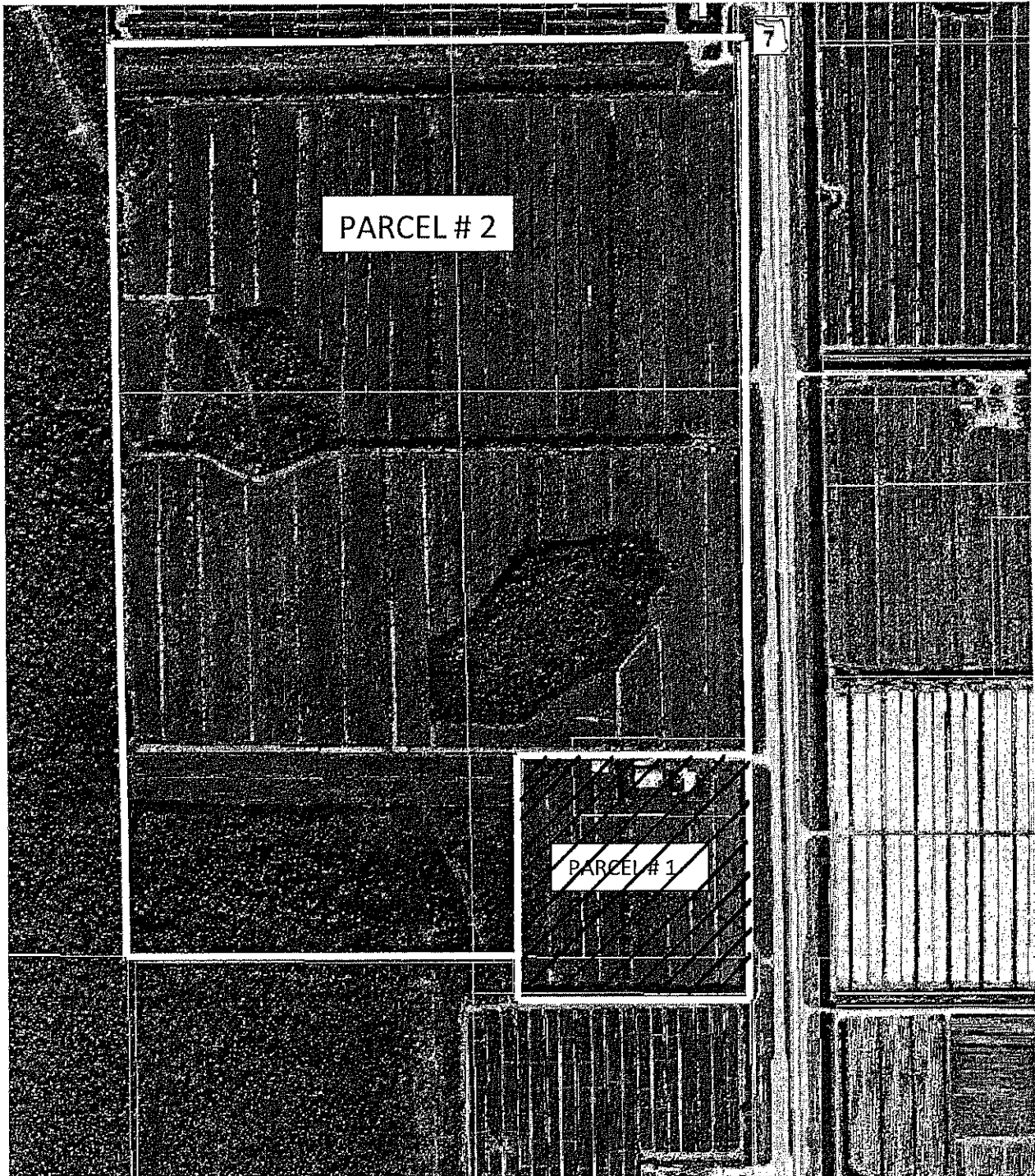
Mary Martinez
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



EXHIBIT "A"
TO TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS
PROPERTY



SCHEDULE TO BENEFICIAL INTERESTS

NAME	ADDRESS	PERCENTAGE OF INTEREST
Richard Bowman		50%
14339 Smith Sundry Rd Delray Beach, FL 33446		
Theresa Bowman		50%
same address		



CERTIFICATE OF LIABILITY INSURANCE

OP ID: ND

DATE (MM/DD/YYYY)
07/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Meridian Insurance Group 301 Yamato Road, Suite 3150 Boca Raton, FL 33431 R. Tucker Kirk		561-994-2210 561-994-5292	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HARVE-2
INSURED Harvest Time, LLC T&D Cattle Company & Exotics Dick Bowman 14339 Smith Snudy Road Delray Beach, FL 33446		INSURER(S) AFFORDING COVERAGE INSURER A : Burlington Insurance Co. 23620 INSURER B : Evanston Insurance Co. 35378 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		535B018877	08/24/10	08/24/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	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						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XOVA394910	08/24/10	08/24/11	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
T&D Cattle Company & Exotics and Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are listed as additional insured on the above referenced General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County PREM 2633 Vista Parkway West Palm Beach, FL 33411	PREMPBC
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R. Tucker Kirk</i>

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization