

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$17,034.27)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$17,034.27)</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6202
 Program _____

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

Roth Farms has already remitted the \$25,778.25 annual rent (114.57 acres @ \$225.00 per) to SFWMD. Upon Board approval of this Lease, SFWMD will deposit this remittance and forward the County its 66.08% pro rata share of the annual rent, or \$17,034.27, which will be allocated to the General Fund.

C. Departmental Fiscal Review: _____ *W 6-10-13*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *[Signature]* 6/20/13
Chia 6/19

Contract Development and Control *[Signature]* 6/21/13
6-21-13 [Signature]

B. Legal Sufficiency:

[Signature] 6/25/13
 Assistant County Attorney

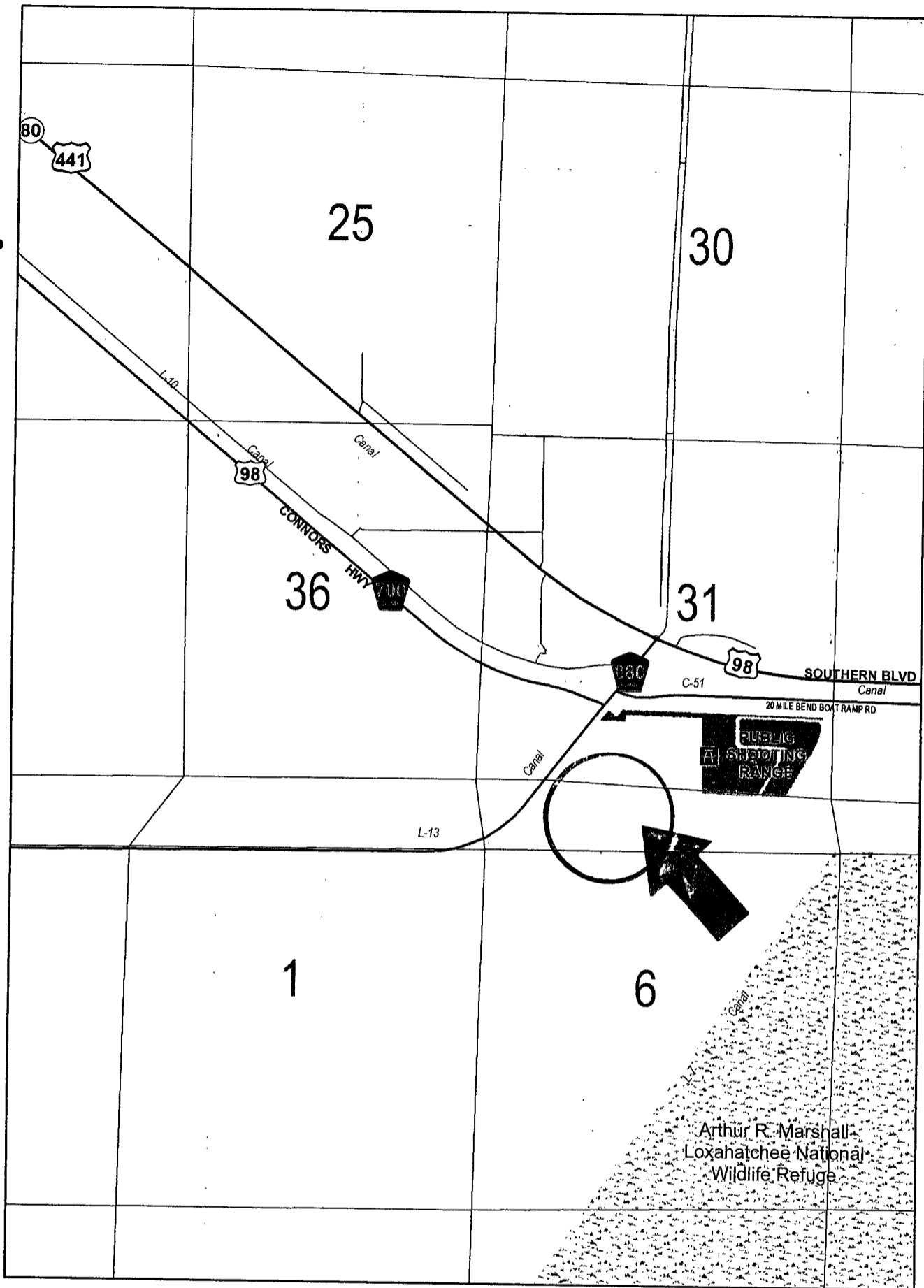
C. Other Department Review:

 Department Director

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

Background and Policy Issues (cont.): On December 20, 2012, SFWMD issued an RFB to lease the property for a term of one year for sugar cane farming. The RFB was advertised in the Palm Beach Daily Business Review on March 25th, April 1st and April 8th. As the County's portion of the property may now be developed into an ATV Park, Staff requested SFWMD issue an RFB to lease the property for only one year. Roth Farms was the sole bidder and bid \$225/acre. The leasehold totals 114.57 acres. The Lease term is effective retroactively from February 26, 2013. The annual rent is \$25,778.25 (\$225/acre) of which the County receives \$17,034.27 (66.08%), increasing the annual rent by \$414.74. SFWMD and Roth Farms have executed the Lease and upon approval by the Board, SFWMD will deposit the \$25,778.25 payment and then forward the County its share.

Raymond R. Roth, Jr., President of Roth Farms, serves on the Agricultural Enhancement Council Board and the Gladeview Drainage District Board. The Council and District provide no regulation, oversight, management, or policy-setting recommendations regarding the Lease. Disclosure of the contractual relationship at a duly noticed public meeting is being provided in accordance with the provision of Sect. 2-443, of the Palm Beach County Code of Ethics. Florida Statutes, Section 286.23, requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Nevertheless, Roth completed the Disclosure, labeled as Attachment No. 3, identifying Raymond R. Roth, Jr. as having a 63.25% interest, and Cynthia G. Roth, Susan K. Roth and Mary C. LeCroy each having a 12.25% interest in Roth Farms, Inc.



RNG 39

See pg III

RNG 40

LOCATION MAP





SOUTH FLORIDA WATER MANAGEMENT DISTRICT LEASE

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND PALM BEACH COUNTY (hereinafter referred to as LESSOR) HEREBY ENTERS INTO THIS LEASE WITH: Name: ROTH FARMS, INC. Address: P.O. Box 1300 Belle Glade, Florida 33430 Lease Manager: Rick Roth Telephone No: (561) 985-1838 Fax No: (561) 996-8501 Hereinafter referred to as: LESSEE	This number must appear on all Invoices and Correspondence 4600002855
LEASE TITLE: LEASE FOR SUGAR CANE FARMING PALM BEACH COUNTY, FLORIDA	
THE FOLLOWING EXHIBITS ARE ATTACHED HERETO AND MADE A PART OF THIS LEASE: Exhibit "A" - Special Provisions Exhibit "B" - General Terms and Conditions Exhibit "C" - Statement of Work Exhibit "D" - Payment Schedule Exhibit "E" - Not Applicable Exhibit "F" - Not Applicable Exhibit "G" - Not Applicable Exhibit "H" - Insurance Requirements Exhibit "I" - Performance Bond Exhibit "J" - Disclosure of Beneficial Interests Form Exhibit "K" - Not Applicable Exhibit "L" - Lease Security Exhibit "M" - Legal Descriptions Exhibit "N" - Not Applicable	
LEASE AMOUNT: \$25,778.25	LEASE TYPE: Revenue
LEASE TERM: One (1) Year	EFFECTIVE DATE: February 26, 2013
District Project Manager: Robb Startzman Telephone No: (561) 924-5310 x3340 Fax No.: (561) 924-5114	District Sr. Contract Specialist: Linda Greer Telephone No.: (561) 682-6396 Fax No.: (561) 681-5396
SUBMIT PAYMENTS AND NOTICES TO THE DISTRICT AND COUNTY AT: <u>Notices:</u> South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Linda Greer, Procurement Bureau (MS6612) <u>With a copy to:</u> Palm Beach County Attention: Director, Property & Real Estate Management Division 2633 Vista Parkway West Palm Beach, FL 33411-5605 Facsimile: 561-233-0210 <u>Payments -Treasury Department (MS 6233)</u> P. O. Box 24680 3301 Gun Club Road West Palm Beach, FL 33416-4680	SUBMIT NOTICES TO LESSEE: Roth Farms, Inc. P.O. Box 1300 Belle Glade, Florida 33430 <u>Attention:</u> Mr. Raymond R. Roth, Jr.

IN WITNESS WHEREOF, the authorized representative hereby executes this LEASE on this date, and accepts all Terms and Conditions under which it is issued.

ATTEST:

COUNTY:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

WITNESS:

Witness Signature

Print Witness Name

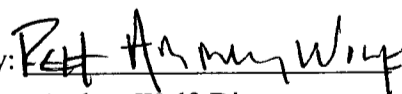
Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

SOUTH FLORIDA WATER MANAGEMENT

ATTEST: Queenester Nieves
[Signature]

BY: Dorothy A. Bradshaw
Dorothy A. Bradshaw, Procurement Bureau Chief

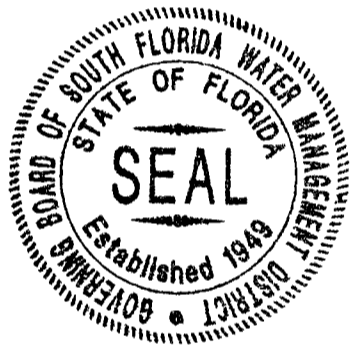
PRINT: _____
ITS: Deputy Clerk

DATE: 5/6/13 *sm*

Witnesses: [Signature]

PRINT NAME: Alejandro Quintan
Colleen M Robbs

PRINT NAME: Colleen M Robbs



SFWMD Procurement Approved:

By: [Signature]
Date: 5/3/13 *sm*

SFWMD Office Of Counsel Approved:

By: [Signature]
Date: 5/3/13

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of May in the year 2013

Dorothy A. Bradshaw of the South Florida Water Management District who is
Procurement Bureau Chief
(Name and Title of Position)

personally known to me or has produced _____ as identification, and who

[Signature] Janice H. Johansen Notary Public, Commission No. _____
(Signature)

My Commission expires: _____ Name of Notary typed, printed or stamped

NOTARY PUBLIC-STATE OF FLORIDA
Janice H. Johansen
Commission # EE015793
Expires: AUG. 29, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

IN WITNESS WHEREOF, the authorized representative hereby executes this LEASE on this date, and accepts all Terms and Conditions under which it is issued.

Witnesses:

[Signature]

Print Name: Jair Lopez

[Signature]

Print Name: RYAN ROTH

LESSEE
ROTH FARMS, INC.

By: [Signature]

Date: 5/8/13

Seal

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8 day of May in the year 2013,

by Raymond R. Roth Jr. of Roth Farms, Inc. who is
PRESIDENT
(Name and Title of Position)

personally known to me or has produced _____ as identification, and who did (did not) take an oath.

[Signature] Notary Public, Commission No. EE 173921
(Signature)

Deborah H. Boswell Name of Notary typed, printed or stamped

My Commission expires:



EXHIBIT "A"
SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Contract, this Exhibit "A" shall take precedence.

1. Article 1.1 is hereby deleted and replaced as follows:

“The South Florida Water Management District (hereinafter referred interchangeably as District or Lessor) and Palm Beach County (collectively referred to as “LESSOR”) hereby agrees to lease the Premises more fully described in Exhibit “C” attached hereto and made a part of this LEASE (hereinafter the “Premises”).”

2. Article 1.2 is hereby revised to add the following:

“LESSEE agrees that his activities on the Premises are for farming of sugar cane only, and approved incidental uses which are directly related to farming of sugar cane. The LESSEE shall not engage in any business or other activity on the Premises not expressly authorized in writing by the LESSOR. Transition crops between sugar cane crops are not allowed.”

3. Article 1.3 is hereby deleted and replaced as follows:

“LESSOR hereby leases the Premises to the LESSEE for a one (1) year period as indicated on the cover/signature page of this LEASE, unless earlier terminated pursuant to other provisions of this LEASE (“Lease Term”).”

4. Article 2.1. is hereby deleted and replaced as follows:

“As consideration for the rights conferred upon the LESSEE by the LESSOR pursuant to this LEASE, the LESSEE shall pay to the LESSOR annual rental (“Rent”) in the amount indicated on cover/signature page of this LEASE together with all applicable sales and use taxes. The payment of said Rent to be made upon the signing of this LEASE by the LESSEE.

DISTRICT shall be responsible for forwarding **COUNTY’S** pro rata share of the annual Rent to **COUNTY** within thirty (30) days after **LESSEE** submits payment to the **DISTRICT**. Based on farmed acreage, the **COUNTY’S** pro rata share of the annual Rent shall be 66.08% of the total Rent.”

5. Article 5.2 is hereby added as follows:

“**DISTRICT** and **COUNTY**, as **LESSOR**, agree that the **DISTRICT** shall provide for the management of the Premises in accordance with the **LEASE** terms and conditions and any amendments or updates thereof, including its management of any subleases in favor of third parties for use of any portion of the Premises.

6. Article 7.2 second paragraph is hereby deleted in its entirety.

7. Article 9.7 is hereby revised to add the following two paragraphs:

“**LESSEE** shall transfer, modify and comply with District Surface Water Management (SWM), Water Use (WU), Right-of Way (ROW), and Everglades Works of the District (EWOD) permits, and any other federal, state or local permits necessary, prior to the construction of a new drainage/irrigation system.

LESSEE shall maintain compliance with the requirements of rule 40E-63, F.A.C., and all appropriate permits.”

8. Article 11.9 is hereby revised to add the following:

“Any improvements made to the property will become the property of the **LESSOR** at the end of the **LEASE** term, except for motors, pumps, platforms, gearboxes and fuel tanks provided by the **LESSEE**.”

9. Article 11.11 is hereby deleted and replaced as follows:

“The right is reserved to the **LESSOR**, its officers, agents, and assigns to enter upon and travel through and across the Premises at any time for inspection, construction, maintenance, compliance and environmental monitoring, or for any purposes necessary to convenient in connection with **LESSOR's** works, and the **LESSEE** shall have no claim for damages of any character on account thereof against the **LESSOR** or any officer, agent, or assign thereof.

LESSOR shall retain immediate access to the access roads leading from SR 880 to the STA-IW levee for emergency and maintenance purposes.”

10. Article 11.13 is hereby deleted and replaced as follows:

“The **LESSEE** shall furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, and vehicles required for the business conducted on the Premises in strict accordance with the terms and conditions of this **LEASE** and all general, special, and technical provisions, drawings, attachments, and exhibits contained herein or incorporated by reference.”

11. Article 11.16 is hereby revised to add the following:

“**LESSOR** does not guarantee any level of flood protection and does not guarantee ground water levels.”

12. Article 11.23 is hereby revised to add the following:

“The **LESSEE** shall not hunt, trap, fish or capture any wildlife upon the Premises or allow others to do so except in accordance with established regulations. No hogs or other animals may be kept on the Premises either in enclosures or otherwise.”

13. A new Article 12.13 is hereby added as follows:

“LESSEE will not dig any irrigation or drainage ditches without the LESSOR'S written consent, and the LESSOR shall allow the LESSEE to use normal drainage and pumping practices as provided in the BMPs in order to grow and harvest sugar cane. The LESSOR shall allow the LESSEE to pump in order to maintain water levels at or below the critical freeboard elevation if provided in the BMP.”

14. A new Article 12.14 is hereby added as follows:

“LESSOR shall retain the right to install a road access system across the Premises to the proposed STA-1W public observation platform.”

15. A new Article 12.15 is hereby added as follows:

“LESSEE shall not construct fences or other structures on the Premises without prior written approval of the LESSOR. Any fence or other structure erected by the LESSEE shall become the property of the LESSOR.”

SFWMD OFFICE OF COUNSEL APPROVED

By: 

Date: 5/3/13

Print Name: Frank Mendez

SFWMD PROCUREMENT APPROVED

By:  Date: 5/3/13

ARTICLE 1 - LEASE TERM

1.1 The LESSEE hereby agrees to lease the Premises more fully described in Exhibit "C" attached hereto, and made a part of this LEASE (hereinafter the "Premises").

1.2 LESSEE may utilize the Premises solely for purposes described in Exhibit "C", attached hereto and made a part hereof. The Premises and improvements located thereon are being leased in their "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition. LESSEE has examined the Premises to its complete and total satisfaction and is familiar with the condition thereof, and accepts the same in their present condition. LESSOR has made no representations or warranties to LESSEE respecting the condition of the Premises. LESSEE has had adequate opportunity to investigate the zoning of the Premises and is satisfied that it can use the Premises in the manner required by this LEASE. LESSOR makes no warranty or representation as to the use or potential use of the Premises.

1.3 The LESSOR hereby leases the Premises to the LESSEE for a ten (10) year period as indicated on the cover/signature page of this LEASE, which shall not exceed a maximum of ten (10) years, unless earlier terminated pursuant to other provisions of this LEASE ("Lease Term").

1.4 Time is of the essence with respect to every term, condition and provision of this LEASE.

1.5 Upon expiration of the original Lease Term, the LESSOR will conduct a competitive bid process with the minimum bid established by a District appraiser. The District shall provide to the existing LESSEE a right of first refusal provided LESSEE:

- i. has been in substantial compliance with the existing Lease;
- ii. submits a responsive and responsible bid; and
- iii. in order to exercise the right of first refusal, the existing LESSEE must agree to pay rent at 10% over the highest bid from another responsive and responsible bidder. In the event the existing LESSEE is the only responsive and responsible bidder, the existing LESSEE shall be awarded the Lease at the submitted bid amount.

1.6 LESSEE agrees to any modifications to the LEASE terms and conditions as determined by DISTRICT staff in their discretion. Such modifications may include, but are not limited to changes in the Best Management Practices.

1.7 LESSEE shall cooperate with the LESSOR to optimize the existing infrastructure on the Premises for the purposes of maximizing water storage in conjunction with the Dispersed Water Management Program. Such efforts shall be conducted in accordance with any and all existing permits. LESSEE shall indemnify and hold the LESSOR, its officers, directors, board members, agents, assigns and employees harmless from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees and costs, to the extent caused by such optimization efforts or water storage. LESSOR shall have no obligation to fund or contribute to the cost of such optimization efforts.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 As consideration for the rights conferred upon the LESSEE by the LESSOR pursuant to this LEASE, the LESSEE shall pay to the LESSOR annual rental ("Rent") in the amount indicated on cover/signature page of this LEASE together with all applicable sales and use taxes. The first payment of said Rent to be made upon the signing of this LEASE by the LESSEE, and successive installments shall be due on the anniversary of the Effective date of the LEASE each year thereafter. The Rent shall be adjusted annually for the second (2nd) through the fifth (5th) years of the Lease Term based on either the then current Consumer Price Index (CPI) for all Urban Consumers or appropriate Agricultural Commodity Index (ACI). LESSEE shall elect which adjustment upon LEASE commencement and the selected adjustment method shall remain in effect through the Lease Term. The sixth (6th) year of the Lease Term is subject to a then current market rent appraisal for that year and the LESSOR shall adjust the rent for year six (6) to fair market value with the remaining years of the Lease Term subject to the CPI or ACI adjustment for years seven (7) through ten (10) as selected previously by LESSEE.

ARTICLE 3 - TAXES AND ASSESSMENTS

3.1 In addition to the total amount of consideration paid by the LESSEE, as stated on the cover/signature page of the LEASE, LESSEE hereby agrees to pay to the LESSOR any and all applicable sales and use taxes in connection with the LESSEE's use of any LESSOR-owned real Premises. Such tax shall be an amount equal to all applicable sales taxes in the county in which the premises is located and on the total amount of this LEASE, and shall be due and payable at the same time and in the same manner as provided for rendering LEASE payments to the LESSOR. The LESSOR shall remit the tax paid by the LESSEE to

the Florida Department of Revenue at the time and in the manner provided for by the Legislature. Should the LESSEE secure a sales and use tax exemption from the county in which the Premises is located, the LESSEE shall immediately submit proof of such exemption to the LESSOR. In the absence of such exemption, any failure by the LESSEE to pay such sales and use taxes to the LESSOR shall constitute a material default of this LEASE. Any such delinquent sales and use taxes shall be submitted to the DISTRICT for collection.

3.2 LESSEE understands and agrees that upon execution of this LEASE, the Premises shall be placed upon the tax rolls of the county in which the Premises is located without exempt status. LESSEE shall pay all real property taxes, intangible property taxes and personal property taxes, sales taxes levied against the property, as well as all assessments, including but not limited to pending, certified, confirmed and ratified special assessment liens, accrued or levied with respect to the Premises or this LEASE during the Lease Term. The amount of taxes or assessments will be determined by the county property appraiser. LESSEE acknowledges that it shall be liable for such real property taxes, personal property taxes and intangible taxes, and assessments as are applicable for the Premises and this LEASE, during the full Lease Term.

LESSEE shall pay such taxes and assessments promptly upon receipt of an assessment notice from the taxing authority but in no event later than February 1st, and shall furnish proof of such payment to the LESSOR's Procurement Bureau within fifteen (15) days of such payment. Any penalties or late fees incurred for failure to pay said taxes and assessments timely as provided above (i.e. annually no later than February 1st) shall constitute a material default of this LEASE. Any such penalties or late fees shall be submitted to the DISTRICT for collection.

Notwithstanding anything contained herein to the contrary, in the event LESSEE elects to contest a tax assessment, LESSEE shall do so in accordance with any and all applicable laws, statutes, ordinances, rules and regulations and shall deliver written notice thereof, including a copy of the petition filed by LESSEE contesting such assessment, to LESSOR within fifteen (15) days of filing a petition contesting the assessment. Within fifteen (15) days of the final resolution of any action by LESSEE contesting a tax assessment, LESSEE shall provide written proof to LESSOR that all taxes and assessments, including any penalties or late fees, due and payable by the LESSEE with respect to the Premises and this LEASE have been paid in full.

3.3 Any holding over after the expiration or termination of the LEASE Term shall be construed to be a tenancy from month to month, and LESSEE hereby agrees to pay to LESSOR the same Rent as was due during the last term prior to the hold over period, together with Additional Rent, and such holding over shall otherwise be on the terms and conditions herein specified, so far as applicable. Any holding over without LESSOR consent shall constitute a default by LESSEE and entitle LESSOR to reenter the Premises and collect double the Rent herein specified (prorated on a monthly basis), together with the Additional Rent.

ARTICLE 4 - INVOICING AND PAYMENT

4.1 All payments of Rent, as well as all other amounts due under this LEASE from LESSEE to LESSOR shall be made to LESSOR at the address indicated on the cover/signature page of this LEASE. All payments made by LESSEE shall be made in the form of a cashier's check (i.e. a check issued by the officer of a bank on the bank's own account and not that of a private person).

4.2 The LESSEE acknowledges that failure to make timely periodic payments of consideration to the LESSOR, as required under the terms of this LEASE, shall constitute a material default of this LEASE, as provided in Article 6 below.

4.2 If any consideration due from LESSEE to LESSOR hereunder is not received by LESSOR within five (5) days after the date due, the LESSOR at its sole option may either: (i) charge LESSEE a late fee equal to five percent (5%) of the installment of amount of consideration not paid when due; or (ii) charge interest on the installment of consideration not paid when due at the highest rate allowed by law from the date due until the date received by LESSOR in immediately available funds.

ARTICLE 5 - PROJECT MANAGEMENT/ NOTICE

5.1 The parties shall direct all technical matters arising in connection with the performance of this LEASE, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the LEASE for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this LEASE. The LESSEE shall direct all administrative matters, including invoices and notices, to the attention of the LESSOR (District and County) specified on the cover/signature page of the LEASE.

All formal notices between the parties under this LEASE shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on the cover/signature page of the LEASE. The LESSEE shall also provide a copy of all notices to the LESSOR's Project Manager should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the LESSOR under this LEASE shall reference the LESSOR's Contract Number specified on the cover/signature page of the LEASE.

ARTICLE 6 - INDEMNIFICATION/ INSURANCE/BONDING

6.1 For value received, which is hereby acknowledged, the LESSEE shall indemnify and hold the LESSOR, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the LESSEE and other persons employed or utilized by the LESSEE in the performance of the LEASE.

The LESSEE further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this LEASE. This paragraph shall survive the expiration or termination of this LEASE.

6.2 The LESSEE shall procure and maintain, through the term of this LEASE, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the LESSOR's Insurance Requirements, attached as Exhibit "H" and made a part of this LEASE. It shall be the responsibility of the LESSEE to ensure that the coverage required shall extend to all employees and subcontractors of the LESSEE. Prior to the execution of this LEASE, the LESSEE shall provide a Certificate of Insurance for such coverage to the LESSOR for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the LESSOR as added insured as required.

6.3 All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the LESSOR to notify the LESSEE that the

certificate of insurance does not meet the LEASE requirements shall not constitute a waiver of the LESSEE's responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the LESSOR shall not relieve the LESSEE from responsibility for adhering to the insurance limits and conditions of insurance required within this LEASE. Misrepresentation of any material fact, whether intentional or not, regarding the LESSEE's insurance coverage, policies or capabilities, may be grounds for termination of the LEASE as determined solely by the LESSOR.

6.4 On or before the Commencement Date of the Lease Term, the LESSEE shall deposit with the LESSOR an acceptable Surety Bond ("Surety Bond") prepared on a standard surety bond form in order to:

6.4.1 guarantee that the Premises shall be returned to the LESSOR at the expiration or termination of the LEASE in substantially the same or equal condition as prevailed on the commencement Date of the LEASE, and

6.4.2 to insure faithful performance of the provisions of the LEASE, including without limitation the payment of any and all Rent pursuant to Article 2, and any and all taxes and assessments pursuant to Article 3, and the prompt payment to any and all persons, firms or corporations supplying services, labor, materials and supplies to the LESSEE where such services, labor, materials and supplies are used and incorporated into buildings, structures, equipment and improvements located, erected or placed upon the Premises.

6.5 The Surety Bond shall be in the amount equal to the estimated property and sales tax liability as shown on Exhibit "L". If the Surety Bond is insufficient to pay the LESSEE's share of the taxes and assessments due for any year of the Lease Term, LESSOR shall notify LESSEE in writing of such deficiency, whereupon LESSEE shall increase the amount of the Surety Bond to the full amount within ten (10) days of such notice. In the event of default or other termination by LESSEE, such termination shall be good and sufficient cause for the LESSOR to require all payments and obligations of the LESSEE to be paid by the LESSOR or its surety within thirty (30) calendar days of such termination. The Surety Bond as specified may be, at the surety's convenience, written either as one, or more than one bond, so long as the coverage is as specified above.

6.6 In lieu of the above mentioned Surety Bond, the LESSEE shall have the option to deposit with the

LESSOR on the signing of this **LEASE**, either cash, cashier's check or irrevocable letter of credit in the amount set forth in Exhibit "L" "Security Deposit", to be held in escrow by the District, for the performance of **LESSEE**'s obligations under this **LEASE**. As with the Surety Bond, the Security Deposit shall guarantee that the Premises shall be returned to the **LESSOR** at the expiration or termination of the **LEASE** in substantially the same or equal condition as prevailed on the Commencement Date of the **LEASE**. Towards that end, the **LESSOR** may apply any part of the Security Deposit to cure any default of **LESSEE**, including without limitation the payment of any and all Rent pursuant to Article 2, and any and all taxes and assessments pursuant to Article 3. If the Security Deposit is insufficient to pay the **LESSEE**'s prorated share of the taxes and assessments or Rent due for any year of the Lease Term, **LESSOR** shall notify **LESSEE** in writing of such deficiency, whereupon **LESSEE** shall increase the amount of the Security Deposit to the full amount within ten (10) days of such notice.

6.7 The Surety Bond or Security Deposit, as applicable, shall be held in escrow by **LESSOR** until receipt of the tax bill for the final year of the Lease Term, whereupon such funds shall be used by **LESSOR** to pay the taxes and assessments otherwise due and payable by **LESSEE** for the last year of the Lease Term, prorated based on the termination date and any other taxes for which the **LESSEE** was responsible but failed to pay.

6.9 **LESSEE** shall keep the Premises free from any liens, including, but not limited to mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by **LESSEE**.

6.10 The **LESSEE** herein shall not have any authority to incur liens for labor or material on the **LESSOR**'s interest in the Premises and all persons contracting with the **LESSEE** for the destruction or removal of any building or for the erection, installation alteration, or repair of any building or other improvements on the Premises and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look to the **LESSEE** and to the **LESSEE**'s interest only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this **LEASE**.

6.11 In the event that **LESSEE** shall not, within 10 days following the imposition of any such lien, cause the same to be released of record by payment or posting of a property bond, **LESSOR** shall have, in addition to all other remedies provided herein and by

law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by **LESSOR**, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be considered Additional Rent and shall be payable to **LESSOR** by **LESSEE** on demand.

6.12 **LESSOR** shall have the right at all times to record in the public records or post and keep posted on the Premises any notice permitted or required by law, or which **LESSOR** shall deem proper, for the protection of **LESSOR**, the Premises, the improvements located thereon and any other party having an interest therein, from mechanic's and materialmen's liens.

6.13 Pursuant to Sections 713.01(21) and 713.10, Florida Statutes, the interest of **LESSOR** in the Premises and the improvements located thereon shall not be subject to liens for improvements made by **LESSEE** and such liability is expressly prohibited.

6.14 **LESSEE** expressly understands and agrees that **LESSEE**, its officers, agents, and employees, are not entitled to any unemployment compensation, workers' compensation or any other employment benefits from the **LESSOR**. **LESSEE** expressly and voluntarily waives and agrees not to make any claim for such benefits or benefit plans should **LESSEE** or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the **LESSOR**. In the event **LESSEE** is self employed, lessee expressly represents that **LESSEE** is an independent party and hereby waives any entitlement to overtime or other benefits that **LESSEE** may be entitled to receive should lessee be adjudicated for any reason to be an employee of the **LESSOR**.

ARTICLE 7 - TERMINATION/REMEDIES

7.1 It is the policy of the **LESSOR** to encourage good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the **LEASE**. In accordance with **LESSOR** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **LEASE**.

If the **LESSEE** materially fails to fulfill its obligations under this **LEASE**, the **LESSOR** will

provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The LESSEE shall have thirty (30) days to cure the breach. If the LESSEE fails to cure the breach within the thirty (30) day period, the LESSOR shall issue a Termination for Default Notice. Once the LESSOR has notified the LESSEE that it has materially breached its LEASE with the LESSOR, by sending a Termination for Default Notice, the LESSOR's Governing Board shall determine whether the LESSEE should be suspended from doing future work with the LESSOR, and if so, for what period of time. The LESSOR's Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a LESSEE should be suspended, and if so, for what period of time. Should the LESSOR terminate for default in accordance with this provision, the LESSOR shall be entitled to recover recapture costs in addition to all other remedies under law and/or equity.

This LEASE is subject to immediate termination by the LESSOR for any of the following reasons: (i) any fraud or misrepresentation by the LESSEE regarding the LEASE; (ii) any unauthorized use of or entry on to District owned lands by the LESSEE; (iii) the LESSEE commits a crime on District property; or (iv) the LESSEE performs in a manner that is contrary to the LESSOR'S best interest.

7.2 The LESSOR may terminate this LEASE at any time for convenience by providing a six (6) month prior written notice to the LESSEE. The performance of work under this LEASE may be terminated by the LESSOR in accordance with this clause in whole, or from time to time in part, whenever the LESSOR shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the LESSEE of a Notice of Termination specifying the extent to which the LEASE is terminated, and the date upon which such termination becomes effective. The LESSOR shall be relieved of any and all future obligations hereunder, including, but not limited to, lost profits and consequential damages, under this LEASE. In the event of termination for reasons other than the LESSEE's default, the LESSOR shall return to the LESSEE a pro-rata share of the current annual fee and the LESSOR shall also return the advance annual fee paid by the LESSEE for the next year.

LESSEE may terminate this LEASE after five (5) years by providing notice at least six (6) months prior to the end of the fifth (5th) year of the Lease Term.

7.3 The LESSOR may order that all or part of the work stop if circumstances dictate that this action is in the LESSOR's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the LESSOR's Governing Board, a condition of immediate danger to LESSOR employees, or the possibility of damage to equipment or to the Premises exists. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the LESSEE to the LESSOR. If this provision is invoked, the LESSOR shall notify the LESSEE in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The LESSEE shall then be obligated to suspend all work efforts as of the effective date and until further written direction from the LESSOR is received. Upon resumption of work, if deemed appropriate by the LESSOR, the LESSOR shall initiate an amendment to this LEASE to reflect any changes to the management of the Premises as defined in Exhibit "C".

7.4 In the event of termination for reasons other than the LESSEE's default, the LESSOR shall return to the LESSEE a pro-rata share of the current annual fee and the LESSOR shall also return the advance annual fee paid by the LESSEE for the next year.

7.5 In the event a dispute arises which the parties cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.6 Failure by the LESSEE to perform or abide by any term, provision, covenant, agreement, undertaking or condition of this LEASE shall constitute a material default of this LEASE for which the LESSOR may exercise all such rights and remedies granted under the laws of the State of Florida, including, but not limited to, termination of the LEASE by the LESSOR.

7.7 LESSEE shall not record this LEASE or any portion or any reference thereto without the prior written consent of LESSOR, which consent may be withheld by LESSOR in LESSOR's sole and absolute discretion. In the event LESSEE violates any of the foregoing, this LEASE shall terminate at LESSOR's option or LESSOR may declare a default

hereunder and pursue any and all of its remedies allowed by law and this LEASE.

7.8 The LESSEE shall not assign, delegate, encumber, mortgage, pledge or otherwise transfer or hypothecate all or any part of its rights and obligations as set forth in this LEASE collectively ("Assignment") or sublease all or any portion of the Premises ("Sublease") without the prior written consent of the LESSOR in each instance, which consent shall not be unreasonably withheld. Any Assignment or Sublease made by LESSEE without the prior written consent of LESSOR shall be void and of no force or effect. In the event LESSOR does permit an Assignment or Sublease by LESSEE, then the assignee or sublessee, as the case may be, shall automatically be deemed to have assumed all duties, responsibilities and obligations of LESSEE under this LEASE and the LESSEE shall not be released of any of its duties, responsibilities or obligations provided under this LEASE, but shall remain liable therefore. Any sale or other transfer of at least a fifty percent (50%) majority interest of the voting stock of LESSEE if LESSEE is a corporation (including by way of merger or consolidation), or any sale or other transfer of at least fifty percent (50%) of the general partnership interest in the event LESSEE is a general partnership or limited partnership, shall constitute an Assignment for purposes of this LEASE.

7.8.1 The appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, reorganization or other debtor relief proceedings, whether now existing or hereafter amended or enacted, shall at LESSOR's option constitute a breach of this LEASE by LESSEE. Upon the happening of any such event or at any time thereafter, this LEASE shall terminate five (5) days after written notice of termination from LESSOR to LESSEE. In no event shall this LEASE be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this LEASE or any rights or privileges hereunder be an asset of LESSEE under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE 8 - RECORDS RETENTION

8.1 The LESSOR shall have audit and inspection rights as follows:

8.1.1 Examination of Costs: The LESSEE shall maintain records of all accounts,

invoices for reimbursable expenses, books, accounting procedures and practices and supporting documentation for any research or reports, for a period of five (5) years from completing performance of this LEASE. Such records shall be sufficient to permit a proper pre and post audit in accordance with generally accepted governmental auditing standards and to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in accordance with generally accepted accounting principles for performance under this LEASE. Such examination shall include inspection at all reasonable times of the LESSEE's facilities, or such parts thereof, as may be engaged in the performance of this LEASE.

8.1.2 Reports: If the LESSEE is requested to furnish cost information, reports or contract fund status reports as a result of its performance under this LEASE, the LESSOR shall have the right to examine books, records, documents and supporting materials for the purpose of evaluating i) the effectiveness of the LESSEE's policies and procedures to produce data compatible with the objectives of the reports and ii) the data reported.

8.1.3 Availability: The materials described in subparagraphs 8.1.1 and 8.1.2 above shall be made available to the LESSOR or its designated agent for inspection and photocopying at the location where they are kept upon reasonable prior notice, until the expiration of five (5) years from the date of final payment under this LEASE.

(a) If this LEASE is completely or partially terminated, the records relating to the work terminated shall be made available for inspection by the LESSOR or its designated agent for a period of five years from the date of any resulting settlement.

(b) Records which relate to any litigation, appeals or settlements of claims arising from performance under this LEASE shall be made available until such litigation, appeals or claims have been disposed of.

8.2 The LESSEE shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

8.3 Pursuant to Chapter 119, Florida Statutes any plans and specs created or received by the LESSOR pursuant to this LEASE which include building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, water treatment facility, or other structure

are exempt from the Public Records law and must be maintained in a confidential manner by the LESSEE.

The LESSEE shall complete, comply with and furnish to the LESSOR a signed copy of a Plan and Specification Request Form, attached hereto as Exhibit "M". In addition, the LESSEE acknowledges that it is solely responsible for ensuring its compliance and the compliance of its staff, and subcontractors with the terms of Exhibit "M" and Chapter 119, Florida Statutes. This paragraph shall survive the expiration or termination of this LEASE. Exhibit "M" will remain on file with the LESSOR during the term of the LEASE so that the LESSEE will not have to fill out a new Exhibit for each Work Order issued to the LESSEE.

ARTICLE 9 - STANDARDS OF COMPLIANCE

9.1 The LESSEE shall strictly comply with, and be the responsible entity for remedying all violations of, all applicable federal, state, local and LESSOR laws, ordinances, rules and regulations, and private restrictions, applicable to the Premises and LESSEE's operations conducted thereon and occupancy thereof, as well as LESSEE's performance of this LEASE.

9.2 The LESSEE shall ensure that no person shall, on the grounds of race, color, creed, national origin, handicap, or sex, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity under this LEASE. The LESSEE shall take all measures necessary to effectuate these assurances.

9.3 The laws of the State of Florida shall govern all aspects of this LEASE. In the event it is necessary for either party to initiate legal action regarding this LEASE, venue shall be in the Fifteenth Judicial Circuit for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

9.4 The LESSEE, by its execution of this LEASE, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the LESSOR is a convicted vendor or has been placed on the discriminatory vendor list. If the LESSEE or any affiliate of the LESSEE has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The LESSEE further understands and accepts that this LEASE shall

be either void by the LESSOR or subject to immediate termination by the LESSOR, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The LESSOR, in the event of such termination, shall not incur any liability to the LESSEE for any work or materials furnished.

9.5 The LESSEE, by its execution of this LEASE, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the DISTRICT is listed on either the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to section 215.473, Florida Statutes. The LESSEE further understands and accepts that this LEASE shall be either void by the DISTRICT or subject to immediate termination by the DISTRICT in the event there is any misrepresentation or false certification on the part of the LESSEE. The DISTRICT, in the event of such termination, shall not incur any liability to the LESSEE for any work or materials furnished.

9.6 The LESSEE, by its execution of this LEASE, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the LESSOR is included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The LESSEE further understands and accepts that this LEASE shall be either void by the LESSOR or subject to immediate termination by the LESSOR, in the event there is any misrepresentation. The LESSOR, in the event of such termination, shall not incur any liability to the LESSEE for any work or materials furnished.

9.7 The LESSEE shall obtain all necessary federal, state, local, and other governmental approvals and permits including applicable LESSOR permits, as well as all necessary private authorizations and permits prior to the commencement date of the LEASE Term and shall maintain same throughout the term of this LEASE. Within five (5) days of demand by LESSOR to LESSEE, LESSEE shall submit to LESSOR copies of all permits and authorizations that LESSEE is required to obtain pursuant to the provisions of this LEASE. The LESSEE shall be responsible for compliance with all permit terms and conditions.

9.8 The LESSOR is a governmental entity responsible for performing a public service and

therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this LEASE involves a project consistent with these goals and objectives. Consequently, the LESSOR is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its LESSEE. Therefore, the LESSEE assures the LESSOR that the LESSEE, its employees, subcontractors and assigns will refrain from acting adverse to the LESSOR'S legitimate interest in promoting the goals and objectives of this project. The LESSEE agrees to take all reasonable measures necessary to effectuate these assurances. In the event the LESSEE determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the LESSOR. Upon such notification the LESSOR, in its discretion, may terminate this LEASE.

9.9 The LESSEE shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship and Immigration Services Form I-9. In the event the amount of this LEASE exceeds \$150,000 and for all persons hired by LESSEE to work in the State of Florida for a period that is equal to or exceeds 120 days, the LESSEE shall use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify employment eligibility. Additionally, if LESSEE uses subcontractors to perform any portion of the Work under this LEASE valued in excess of \$3,000, LESSEE must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this LEASE's Effective Date, LESSEE must provide the DISTRICT with evidence that LESSEE is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Written verification shall be kept by the LESSEE and made available for inspection on demand by the LESSOR.

The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the LEASE. The LESSEE shall maintain records verifying the rate of pay for each employee working on this LEASE and

make such records available for inspection on demand by the LESSOR.

Failure to fully comply with these provisions shall be a material breach of the LEASE and cause for termination of the LEASE.

ARTICLE 10 - RELATIONSHIP BETWEEN PARTIES

10.1 Nothing contained in this LEASE shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of LESSOR and LESSEE.

10.2 Pursuant to Section 373.099, Florida Statutes, LESSOR does not warrant or represent that it has title to the Premises. LESSEE's occupancy of the Premises shall be subject to the rights of others, including but not limited to easements, restrictions, reservations, all matters of public record and all other encumbrances affecting the Premises.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding anything contained in this LEASE to the contrary, in the event of a sale or conveyance by LESSOR of the Premises or any portion thereof or in the event of an assignment of this LEASE by LESSOR, any such assignment, sale or conveyance shall automatically operate to release LESSOR from any future liability upon any of the terms, provisions, covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the successor in interest of LESSOR in and to this LEASE. This LEASE shall not be affected by any such sale, and LESSEE agrees to attorn to the purchaser or assignee.

11.2 Any inconsistency in this LEASE shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Should any term or provision of this LEASE be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this LEASE, to the extent that the LEASE shall remain

operable, enforceable and in full force and effect to the extent permitted by law.

11.4 This LEASE may be amended only with the prior written approval of LESSOR and LESSEE.

11.5 Failures or waivers to enforce any covenant, condition, or provision of this LEASE by the parties, their successors and assigns shall not operate as a discharge of or invalidate such covenant, condition, or provision, or impair the enforcement rights of the parties, their successors and assigns not shall it be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition of right but the same shall remain in full force and effect. Furthermore, the acceptance of Rent, any Additional Rent or a partial payment of same by LESSOR shall not constitute a waiver of any preceding breach by LESSEE of any provision of this LEASE nor a waiver of the right to receive full payment of Rent or Additional Rent.

11.6 This LEASE states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The LESSEE recognizes that any representations, statements or negotiations made by LESSOR's staff do not suffice to legally bind the LESSOR in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized representative of LESSOR. This LEASE shall bind the Parties, their assigns, and successors in interest.

11.7 For purposes of this LEASE, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction. The LESSEE shall not cause or permit the Disposal of any Pollutants upon the Premises or upon any adjacent lands. The LESSEE shall operate and occupy the Premises in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by LESSEE or any other third party, shall be reported to the LESSOR immediately upon the knowledge thereof by the LESSEE. The LESSEE shall be solely responsible for the entire cost of cleanup of any Pollutants which are disposed of or are otherwise discovered on the Premises or emanate from the Premises to adjacent lands as a result of the use of the Premises or

surrounding lands by the LESSEE. For Ten Dollars (\$10.00) consideration, receipt of which is hereby acknowledged, the LESSEE shall indemnify and hold harmless the LESSOR, from and against any and all claims, loss, damage, cost or liability incurred by LESSOR including, but not limited to, reasonable attorney's fees and costs, which arises directly, indirectly or proximately as a result of the Disposal of any Pollutants which affects the Premises or emanates from the Premises to adjacent lands during the LEASE Term. This responsibility shall continue to be in full force and effect for any such Pollutants as are discovered after the date of termination or expiration of this LEASE. While this paragraph establishes contractual liability for the LESSEE regarding pollution of the Premises as provided herein, it does not alter or diminish any statutory or common law liability of the LESSEE for such pollution. This paragraph shall survive the termination or expiration of this LEASE.

11.8 LESSEE shall not make any alterations, additions or improvements, whether capital, internal or external, (collectively, "Alterations") in, on or to the Premises or any part thereof without the prior written consent of LESSOR, which consent may be withheld in LESSOR's sole and absolute discretion.

11.9 Any Alterations to the Premises, made with the prior approval of LESSOR, except for LESSEE's movable furniture and equipment, shall immediately become LESSOR's property and, at the end of the Lease Term, shall remain on the Premises without compensation to LESSEE; provided, however, that any such movable furniture and equipment, otherwise belonging to LESSEE, but remaining on the Premises at the expiration or other termination of this LEASE shall also become the property of LESSOR.

11.10 In the event LESSOR consents to the making of any Alterations by LESSEE, the same shall be made by LESSEE, at LESSEE's sole cost and expense, in accordance with the plans and specifications previously approved in writing by LESSOR. LESSEE shall comply with all applicable laws, including but not limited to Construction Lien Law of the State of Florida, ordinances, regulations, building codes, and obtain all required permits, inspections, and certificates as may be required by all governmental agencies having jurisdiction thereof.

11.11 The right is reserved to the LESSOR, its officers, agents, and assigns to enter upon and travel through and across the Premises at any time for inspection, construction, maintenance, or for any purposes necessary to convenient in connection with

LESSOR's works, and the LESSEE shall have no claim for damages of any character on account thereof against the LESSOR or any officer, agent, or assign thereof.

11.12 Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 and radon testing may be obtained from your county public health unit.

11.13 This LEASE authorizes the use and occupancy of publicly owned lands for the establishment, operation and maintenance of recreational facilities and services and for the conduct of business in connection therewith for the general use and benefit of the public. The LESSEE shall furnish all necessary management, personnel, materials, supplies, parts, tools, equipment, and vehicles required for the business conducted on the Premises in strict accordance with the terms and conditions of this LEASE and all general, special, and technical provisions, drawings, attachments, and exhibits contained herein or incorporated by reference.

11.14 The LESSEE is responsible for examining the Premises and satisfying itself as to the general and local conditions, particularly water level conditions that are likely to impact LESSEE's operation and those conditions bearing upon the availability of water, electric power, communication and road and access facilities. Failure on the part of the LESSEE to acquaint itself with all available information pertaining to the Premises will not relieve LESSEE from the responsibility of furnishing the required facilities and services and for compliance with the terms and conditions of this LEASE. The LESSOR assumes no responsibility or obligation to provide any roads, parking facilities, launching ramps, or other facilities of whatever nature or for any understanding or representation made by any of its officers or agents during or prior to the execution of this LEASE unless these provisions expressly provide for the furnishing of such facilities and such understanding or representation is specifically stated in this LEASE.

11.15 There shall be no maintenance of boats or equipment, including but not limited to changing oil or fluids and servicing filters, on the Premises. The LESSEE shall not store any fuel, or store or utilize any fuel tanks (whether empty or containing fuel or

other hazardous substances), fuel trailers, hoses or any other fueling mechanisms on the Premises.

11.16 The LESSEE hereby waives any and all claims on the part of the LESSEE, which may arise or be incident to regulation of water levels associated with the Premises by the LESSOR and/or the U.S. Army Corps of Engineers.

11.17 The LESSEE shall not do or cause to be done anything whereby the full and free use by the public of the water areas of and surrounding the Premises will suffer unreasonable interference. This condition does not apply to temporary dockage and/or mooring facilities that may be provided by the LESSEE pursuant to and in accordance with the provisions of this LEASE.

11.18 The LESSEE shall comply with the Fair Labor Standards Act, 29 USCS §201, et seq. The Act is the minimum wage law. Its requirement that the LESSEE pay "not less" than the rates so determined presupposes the possibility that the LESSEE may have to pay higher rates.

11.19 The LESSEE shall not install or permit to be installed pit or vault latrines.

11.20 Consistent with Florida Statutes, the LESSEE will not discharge nor permit others to discharge firearms on the Premises, nor display or permit others to display firearms in a reckless manner.

11.21 The LESSEE shall not discharge nor permit others to discharge sewage effluent into the water areas of and surrounding the Premises.

11.22 The LESSEE shall not install or permit others to install any device or conduct any activities on the Premises which, in the opinion of the LESSOR, are contrary to good morals or otherwise objectionable.

11.23 The LESSEE shall not engage in any business activity on the Premises not expressly authorized in this LEASE unless otherwise authorized in writing by the LESSOR.

11.24 The LESSEE shall not permit or suffer any offensive use of the Premises or the commission waste thereon; shall not conduct mining operations or drill for oil or gas upon the Premises; shall not remove sand, gravel, or kindred substance from the ground or shall not, in any manner, substantially change the contour or condition of the Premises unless prior approval is granted in writing by the LESSOR.

11.25 The LESSEE and his employees will, at all times, be courteous and considerate of the public.

11.26 The LESSEE will use the Premises and all rights and privileges herein granted to the extent needed in carrying out the true intent and purpose of LEASE.

11.27 The LESSEE shall assist to the extent necessary in the preservation of life and property in and around the Premises.

11.28 The LESSEE shall cooperate with the LESSOR, its employees, agents, and assigns in carrying out the intent and purposes of this LEASE.

11.29 LESSEE covenants and agrees that LESSEE shall have a general duty of repair. LESSEE shall, at LESSEE's expense, maintain and preserve the Premises in good condition and repair, to the satisfaction of LESSOR, and make all necessary repairs to the Premises and all improvements, fixtures and equipment located thereon, including but not limited to repairs to all interior, exterior, roof and structural portions of the Premises, all paved surfaces, windows, landscaping and all electrical, plumbing, HVAC and other machinery located on the Premises. LESSOR shall have the right to determine, in LESSOR's sole discretion, if and when any such repairs are necessary. LESSEE shall be responsible for all such repairs and maintenance whether caused by acts of LESSEE, its agents, servants, employees, customers, guests, licensees or by acts of third parties, governmental regulations, acts of God, casualties, or any other reason. LESSEE shall be responsible for painting the interior and exterior of the Premises when required by LESSOR and only with the prior written consent of the LESSOR as to materials and color.

11.30 The LESSEE shall not employ or continue to employ any person who performs an act detrimental to the purpose of this LEASE or damages the Premises in any way.

11.31 A portable, self-contained sanitary facility shall be provided on the Premises for the use of the LESSEE's customers and employees. The sanitary facility shall be serviced regularly and maintained in clean and odor free condition. Wastes shall be disposed off site in a manner approved by local health officials.

11.32 There shall be absolutely no advertising, either visual or audio, placed on or conducted on the Premises with the sole exception of allowing the LESSEE to identify the name of its business in a

reasonable manner on the Premises. However, under no circumstances may vehicles with any form of advertisement or other promotional material be placed on the Premises.

ARTICLE 12 – SAFETY REQUIREMENTS

12.1 The LESSEE shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

12.2 The LESSEE shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective measures. A Material Safety Data Sheet (MSDS) shall be provided by the LESSEE to the LESSOR on each chemical product prior to its use.

12.3 The LESSEE shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or LESSOR safety and health standards.

12.4 It is the LESSEE's sole duty to provide safe and healthful working conditions to its employees, subcontractors and employees of the LESSOR on and about the site of LEASE performance.

12.5 The LESSEE shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

12.6 The LESSEE shall erect and maintain, as required by existing conditions and performance of the LEASE, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

12.7 The LESSEE shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

12.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

12.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the

LESSEE, LESSEE's subcontractors or subcontractors; and

12.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

12.8 The LESSEE shall provide first aid services and medical care to its employees.

12.9 The LESSEE shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the LEASE.

12.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the LESSEE shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

12.11 *Environmental:* When the LESSEE, LESSEE's subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the LESSEE shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the LEASE. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the LESSEE's sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the LESSOR requirements.

12.12 The LESSOR may order the LESSEE to halt operations under the LEASE, at the LESSEE's expense, if a condition of immediate danger to the public and/or LESSOR employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the LESSEE to the LESSOR; and the LESSEE shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

ARTICLE 13 - LESSEE ASSUMPTION OF ITS PROPERTY AT RISK

13.1 All of LESSEE's personal property, equipment and fixtures located upon the Premises shall be at the sole risk of LESSEE and LESSOR shall not be liable under any circumstances for any

damage thereto or theft thereof. In addition, LESSOR shall not be liable or responsible for any damage or loss to property or injury or death to persons occurring on or adjacent to the Premises resulting from any cause, including but not limited to, defect in or lack of repairs to the improvements located on the Premises.

ARTICLE 14 - PERSONAL GUARANTY.

14.1 For consideration and other value received, which is hereby acknowledged, the Guarantor, being the sole shareholder of LESSEE, hereby, unconditionally and without defense, reservation or counterclaim, personally guarantees the performance of all LESSEE's obligations under the LEASE, including but not limited to the payment when due of all Rent and Additional Rent, and agrees to be personally liable for all liabilities and obligations of LESSEE arising out of the LEASE.

The Guarantor hereby grants to LESSOR and LESSEE full power, without notice to the Guarantor, and without affecting the liability of Guarantor hereunder to modify or otherwise change any terms of all or any part of the LEASE, to grant any extension or renewal thereof and any other indulgence with respect thereto, and to effect any release, subordination, compromise or settlement with respect to the LESSEE, the LEASE and the obligations of the Guarantor.

The Guarantor waives any notice of the acceptance of this Guaranty, or of the creation, renewal or accrual of any of the obligations made under the LEASE, present or future, or of the reliance of LESSOR upon this Guaranty. The Guarantor waives protest, presentment, demand for payment, notice of default or non-payment, and notice of dishonor to or upon the Guarantor, the LESSEE, or any other party liable under the LEASE.

14.2 In case the LESSEE shall fail to pay all of any part of the Rent or Additional Rent when due, the Guarantor immediately will pay to LESSOR the amount due and unpaid by the LESSEE, in like manner as if such amount constituted the direct and primary obligation of the Guarantor. LESSOR shall have its remedy under this Guaranty without being obliged to resort first to any other remedy or remedies to enforce payment under the LEASE, and may pursue all or any of its remedies at one or at different times. Guarantor hereby waives any and all defenses to the payment of Rent or Additional Rent which LESSEE may have to the payment thereof.

Exhibit C
STATEMENT OF WORK

I. INTRODUCTION

The South Florida Water Management District and Palm Beach County ("Lessor") proposes to lease for a one year period the selected land parcel for farming in the area commonly known as "Roth Farms", situated in Palm Beach County, Florida. The lease purpose is for sugar cane farming only, and approved incidental uses, which are directly related to farming of sugar cane.

The leased land is located in a priority location for Everglades Restoration; therefore, from the first day of possession of the Lease, the Lessee shall strictly adhere to more stringent Best Management Practices requirements (See **Exhibit A**, Special Provisions of the Lease) in addition to Rule 40E-63 F.A.C. requirements, located at: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=40E-63>.

The District has ownership of 38.86 farmable acres of the proposed lease land and Palm Beach County owns 75.71 farmable acres. The property is located in the Everglades Agricultural Area of Palm Beach County in Section 31, Township 43 South, Range 40 East and Section 6, Township 43.5 South, Range 40 East (**Exhibit M**).

The South Florida Water Management District (District) is the primary agency responsible for the land acquisition, design, construction, operation, and maintenance of the Everglades Restoration Project. Six stormwater treatment areas (STAs) are the key components of the project. These constructed wetlands use biological processes to reduce the level of phosphorous entering the Everglades. In accordance with the Everglades Forever Act (EFA) (Section 373.4592, Florida Statutes), waters entering the Everglades must meet the State's phosphorus (P) water quality standard. The long-term Everglades water quality goal is to achieve the phosphorus criterion in the Everglades Protection Area (EPA).

II. OBJECTIVE

This lease will be under the auspices of the District's Land Resource Bureau in order to prevent the spread of exotic vegetation, provide onsite management, and improve agricultural use of the property while employing Best Management Practices (BMPs).

III. SCOPE OF WORK

The Lessee shall perform the required management activities for the property described in this Scope of Work, as follows:

A. Lessee Obligations

- Lessee shall prevent or slow the progress of exotic plant species, including, but not limited to Melaleuca trees;
- Lessee agrees to conduct quarterly maintenance activities, such as mowing, normal trash removal etc. The Lessee shall not be responsible for the removal of any environmental or other major debris dumped on the county road right-of-way by others;

- Lessee shall maintain all portions of the Premises, including, without limitation, keeping vegetation cut on those portions of the Premises not being actively farmed. The net farming area within the limits of the Premises has been determined to be 106.69 acres ("Farming Area" or "Farming Acres"). The Farming Area is depicted on Exhibit "M" attached hereto and made a part hereof;
- Lessee shall conduct the approved agricultural activities in accordance with all BMPs and state and federal regulations pertaining to the handling of chemicals for crop production.

IV. DELIVERABLE SCHEDULE

- Lessee shall make the annual rental payment prior to lease commencement;
- Lessee shall pay any and all applicable sales and use taxes in connection with the Lessee's use of the Premises;
- From the first day of possession, the Lessee shall continue implementation of the BMP and Discharge Monitoring Plans required for permit basin 50-035-03 under the Everglades Works of the District (EWOD) Permit No. 50-00031-E;
- Within 30 days of lease execution, the Lessee shall apply for an administrative update of Permit No. 50-00031-E (EWOD), if the Lessee is part of Sugar Cane Growers Cooperative. Otherwise, the Lessee shall apply and obtain a new individual Everglades Works of the District permit;
- Lessee shall operate the drainage system and associated farming to minimize offsite discharge. This includes selection of sugar cane varieties which are tolerant of high water table conditions. Establishing water table start and stop pump elevations for normal and critical operational conditions that minimize the need to draw down canal water levels. Critical operational conditions are those required for planting, cultivation and harvesting activities;
- At a minimum, the Lessee shall establish a staff gauge upstream of the discharge pump station to use as the basis for its pump elevation criteria;
- Lessee shall provide supporting documentation to verify implementation including start and stop pumping elevations for normal and critical operational conditions that minimize the need to draw down canal water levels;
- Lessee shall establish the staff gauge, notify the District and provide operational criteria within 30 days of the lease commencement date;

- Lessee shall implement the following particulate matter and sediment controls: (1) maintain slow velocity in main canal in accordance with UF-IFAS criteria; (2) minimize sediment build-up through a canal cleaning program including a minimum of one clean-up event per year prior to the wet season; (3) prevent floating aquatic vegetation through mechanical cleaning and preventive spot spraying; (4) reduce debris and aquatic plants discharging offsite by using barriers at discharge locations; (5) leveling fields; (6) vegetated berms; (7) constructing ditch bank berms; (8) maintaining 6 feet buffers to discharge canal; (9) maintaining field ditch drainage sumps, raised culvert bottoms or weired culverts at all ditches; and (10) fallow flooded fields (runoff from flooded fields is recycled for irrigation and not discharged offsite);
- Lessee at its expense, shall close any existing drainage access points in the STAIW seepage canal and shall open and maintain irrigation and drainage connections to the L-13 Ocean Canal, consistent with the above referenced permits and the Cooperative Agreement and Temporary Discharge Authorization Agreement signed on February 26, 1998, and shall not have the option to install any new connections to the STA-IW seepage canal or the L-13 Ocean Canal without specific written approval from the District;
- Lessee shall restrict offsite discharge of phosphorus. Known challenges to limiting discharges from this site include management of the high water table on this relatively low lying site combined with the relatively small acreage limiting onsite detention opportunities. It is anticipated that proper implementation of BMPs required by EWOD permit and additional requirements under these lease articles will result in significant reduction of phosphorus discharge compared to historical levels. The District shall compute the annual Water Year (May 1 through April 30) phosphorus unit area load and transmit results to the Lessee by September 1;
- Lessee shall expedite reporting under the requirements of the EWOD permit to allow assessment of progress to meeting phosphorus discharge reductions from this site. The Lessee shall submit flow and concentration data to the District online EWOD data submittal application no more than 51 days from the first day of each sampling period;
- Lessee shall not exceed UF-IFAS standard recommendations for phosphorus nutrient application rates for muck soils based on soil testing as indicated in SS-AGR-226 (2009), or subsequent updates as they become available. Alternative application rates above the IFAS standard are not acceptable. Phosphorus nutrients will be applied using controlled application methods and follow formal spill prevention protocols in accordance with Rule 40E-63, F.A.C. Prior to applying any phosphorus, the Lessee shall provide to the District for review consistency with UF-IFAS standard recommendations, soil test results and proposed application rates of phosphorus;
- If the discharge of phosphorus from the site based on data reported and the established calculation methodology, is not reduced by at least 50% as

- compared to the average phosphorus loading rate of the Water Year 2003-2012 period, then no additional nutrients shall be applied and the Lessee shall submit proposed additional phosphorus discharge reduction measures to the District within 30 days for approval. Additional phosphorus discharge reduction measures shall be implemented immediately upon District approval;
- If the discharge of phosphorus from the site, based on data reported and the established calculation methodology, is greater than the average phosphorus loading rate of the Water Year 2003-2012 period, then termination of the lease shall be initiated and no additional nutrients shall be applied; and
- Lessee shall complete a Request for Permit Transfer application form #0483, located at: www.sfwmd.gov/ePermitting to request transfer of the existing 2009 Water Use Permit. A \$300 processing fee shall apply and will be at the sole expense of the applicant.

EXHIBIT "D"
Payment Schedule

Upon execution of the Lease the annual fee due by **LESSEE** to **LESSOR** under this **LEASE**, for the period February 26, 2013 through February 25, 2014 shall be in the amount of Twenty Five Thousand Seven Hundred Seventy Eight Dollars and Twenty Five Cents (\$25,778.25), plus all applicable sales and use tax.

EXHIBIT "H"
INSURANCE REQUIREMENTS

In accordance with Article 6 of this **CONTRACT**, the information listed in this Exhibit "H" defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **CONTRACT**.

Unless otherwise specified, the **DISTRICT** and **PALM BEACH COUNTY** shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The **DISTRICT** and **PALM BEACH COUNTY** shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** and **PALM BEACH COUNTY** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this **CONTRACT** shall also be specified on the Certificate.

South Florida Water Management District and Palm Beach County are to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District and Palm Beach County are to be named as an Additional Insured for those items also.

GENERAL LIABILITY	\$1,000,000
COMPREHENSIVE FORM	
OCCURRENCE FORM	
PREMISES / OPERATIONS	
DELETE XCU EXCLUSION	
PRODUCTS / COMPLETED	
CONTRACTUAL	
INDEPENDENT CONTRACTORS	
BROAD FORM PROPERTY	
PERSONAL INJURY	
BLASTING	
DEMOLITION	
WATERCRAFT	
POLLUTION	\$500,000
AUTOMOBILE LIABILITY	
ANY AUTO	\$300,000
OWNED	
NON-OWNED	
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY *	
Coverage:	Statutory
Limit:	\$100,000 each accident
	\$100,000 disease-each employee
	\$500,000 disease policy limit

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

* A State certification must be presented to document an exemption to the Workers Compensation requirement.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

GERTIFICATION OF INSURANCE		Agent/Broker	Insured	
Carrier Letter I.D.	Type of Coverage	Name: _____ Address: _____ Telephone: _____ EMAIL: _____ FAX: _____	Name: _____ Address: _____ Telephone: _____ EMAIL: _____ FAX: _____	
A	General Liability <small>(Place check to the left of the coverage provided)</small>	Agent/Broker Certification: Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter. I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida. _____ Agent/Broker Signature _____ Date		
	<input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Occurrence form <input type="checkbox"/> Premises Operations <input type="checkbox"/> Delete XCU Exclusion <input type="checkbox"/> Products Completed <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Broad Form Property <input type="checkbox"/> Personal Injury <input type="checkbox"/> Blasting <input type="checkbox"/> Demolition <input type="checkbox"/> Watercraft <input type="checkbox"/> Pollution	Policy Limits Bodily Injury & Property Damage \$ _____ Combined Limit	Carrier information Company A Name _____ Policy No _____ Effective Date _____ Termination date _____	
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned <input type="checkbox"/> Non - Owned	Bodily Injury & Property Damage \$ _____ Combined Limit	Company B Name _____ Policy No _____ Effective Date _____ Termination date _____	
	Workers' Compensation and Employer's Liability	Statutory Limits \$100,000/Accident \$100,000/\$500,000 Disease	Company C Name _____ Policy No. _____ Effective Date _____ Termination date _____	
	Professional liability	\$ _____	Company D Name _____ Policy No _____ Effective Date _____ Termination date _____	
	Builder's Risk/Installation Floater	@100% of Value	Company E Name _____ Policy No _____ Effective Date _____ Termination date _____	
	Aircraft Liability	Bodily injures & Property Damage \$ _____ Combined Limit	Company F Name _____ Policy No _____ Effective Date _____ Termination date _____	
	Environmental Impairment Liability	Bodily injures & Property Damage \$ _____ Combined Limit	Company G Name _____ Policy No _____ Effective Date _____ Termination date _____	
	Certificate Holder: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		Additional Insured: The South Florida Water Management District is named <u>additional insured</u> under the General and Auto liability policies identified herein.	
			For District Use Only Compliance with Contractual Insurance Requirements reviewed by: _____ Initials _____ Date	

And Palm Beach County
 Attn: Director, Property & Real Estate Management Division
 2633 Vista Parkway
 West Palm Beach, FL 33411-5605



CERTIFICATE OF LIABILITY INSURANCE

ROTHF-1 OP ID: PJ

DATE (MM/DD/YYYY)
05/10/2013

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 Atlantic Pacific-Belle Glade P.O. Drawer 190 Belle Glade, FL 33430 Jeffrey A. Hooker	Phone: 561-996-5800	CONTACT NAME:
	Fax: 561-996-7830	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FCI Insurance Co.	NAIC #
	INSURER B: Ohio Casualty Cos.	10178
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Roth Farms, Inc.
Rick Roth
P.O. Box 1300
Belle Glade, FL 33430

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	FPP00003838	03/19/2013	03/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA00071408	03/19/2013	03/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			ECO5542106214	03/19/2013	03/19/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	001WC13A54824	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liab			FPP00003838	03/19/2013	03/19/2014	Pollution 500,000
A	Primary Umbrella			TBA	03/19/2013	03/19/2014	Umbrella 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured as well as on the waiver of subrogation clause. 30 days notice of cancellation will be given for reasons other than non-payment of premium. Loc #10: SR880 & 20 Mile Bend, Belle Glade (88 acres)

CERTIFICATE HOLDER PBCBOAR Palm Beach County Board of County Commissioners % Property & R.E. Mgmt Div. 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION 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 <div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED MAY 13 2013 </div>



CERTIFICATE OF LIABILITY INSURANCE

ROTHF-1 OP ID: PJ

DATE (MM/DD/YYYY)
04/24/2013

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.

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PRODUCER Atlantic Pacific-Belle Glade P.O. Drawer 190 Belle Glade, FL 33430 Jeffrey A. Hooker	Phone: 561-996-5800	CONTACT NAME:	
	Fax: 561-996-7830	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FCCI Insurance Co.	NAIC # 10178
		INSURER B: Ohio Casualty Cos.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Roth Farms, Inc.
Rick Roth
P.O. Box 1300
Belle Glade, FL 33430

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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		FPP00003838	03/19/2013	03/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 500,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CA00071408	03/19/2013	03/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			ECO5542106214	03/19/2013	03/19/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001WC13A54824	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liab			FPP00003838	03/19/2013	03/19/2014	Pollution 500,000
A	Primary Umbrella			TBA	03/19/2013	03/19/2014	Umbrella 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Farming. Certificate holder is listed as additional insured in respects to the General Liability and Auto policies. Location #10: SR880 & 20 Mile Bend, Belle Glade, FL (88 acres)

CERTIFICATE HOLDER

SFWM DPR

South Florida Water
Management District
attn: Linda Greer
3301 Gun Club Road
West Palm Beach, FL 33406

CANCELLATION

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

By: _____
(Witness)

WHEN THE PRINCIPAL IS A CORPORATION:
ATTEST:
(Corporate Seal)

(Type Corporate Principal Name)

By: _____
President

By: _____
(Secretary)

SURETY:
ATTEST:
(Surety Seal)

(Type Corporate Surety Name)

By: _____
SURETY

By: _____
(Secretary)

(Type Florida Resident's Name)

By: _____
Florida Resident Agent

ATTORNEY-IN-FACT

By: _____
(Type)

Name _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.
NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.
NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Common Law Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

Steve Schlamp

From: Greer, Linda [lgreer@sfwmd.gov]
Sent: Wednesday, May 22, 2013 2:56 PM
To: Steve Schlamp
Subject: FW: Roth Farms
Attachments: DOC052213.pdf

Steve

The District has received Roth's cash security (see check attached) in lieu of a bond and the cash security is being held by the District.

Linda

-----Original Message-----

From: Loy, Sherry
Sent: Wednesday, May 22, 2013 2:47 PM
To: West, Dawn; Greer, Linda
Subject: Roth Farms

Let me know if you need anything else for this check.

Thanks

Sherry

X6494

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking on this link<http://my.sfwmd.gov/portal/page/portal/pg_grp_surveysystem/survey%20ext?pid=1653>.



South Florida Water Management District

REVISED INVOICE

8200001144

Date: May 10, 2013

FORM 0378 Rev. 10/99

MAIL TO: Roth Farms, Inc. Attn: Rick Roth P.O.Box 1300 Belle Glade, FL 33430

REMIT TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT Attn: Dawn West 3301 Gun Club Road, M/S 5210 West Palm Beach, FL 33406 Federal Tax ID # 59-6015290

Check form with fields: ROTH FARMS, INC., RABOBANK, Pay Twenty-Seven Thousand Three Hundred Twenty-Eight Dollars and 25 Cents USD, DATE: May 10, 2013, CHECK NO: 32931, CHECK AMOUNT: 27,328.25, AUTHORIZED SIGNATURE

Lease payment for Palm Beach County collected by South Florida Water Management District Return a copy of the invoice with your payment

The South Florida Water Management District is pleased to announce the launch of a new searchable database of the District's leased lands. Visit our website at: http://www.sfwmd.gov/landresources

Table with 2 columns: Description, Amount. Subtotal \$ 25,778.25, Sales Tax, TOTAL DUE \$ 25,778.25. Includes handwritten note: Deposit of \$1550.00 included

SFWMD Project Manager: Prepared by: Dawn West 561-682-6957

For Accounting Use Only:

Table with 4 columns: Fund, Revenue, Internal Order, Amount. Includes rows for Customer 50069, Grant N/A, and distribution of amounts across ORIGINAL, REMITTANCE, ACCOUNTING, CASHIER, FILE.

EXHIBIT "J"

Disclosure of Beneficial Interests

LESSEE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the PRESIDENT (position - i.e. president, partner, trustee) of Roth Farms Inc (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Lessee") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: P O Box 1300
Belle Glade FL 33430

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 Lessee 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.

Raymond R Roth Jr, Affiant

Print Affiant Name: Raymond R Roth, Jr.

The foregoing instrument was sworn to, subscribed and acknowledged before me this 8 day of May, 2013, by Raymond R Roth Jr [✓] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Deborah H Boswell
Notary Public

Deborah H. Boswell
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 5-12-16

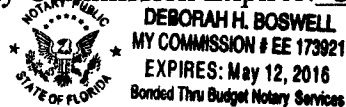


EXHIBIT "A"
(page 1 of 4)

PROPERTY

A PARCEL OF LAND, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING BETWEEN SECTIONS 31 AND 6, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6;
THENCE ALONG THE WEST LINE OF SAID SECTION 6, S01°17'32"W FOR 370.12 FEET TO THE SOUTH BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1288, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID SOUTH BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

THENCE N89°52'59"E FOR 159.98 FEET;
THENCE N85°07'10"E FOR 2348.16 FEET;

THENCE DEPARTING SAID SOUTH BOUNDARY, N88°30'20"E FOR 507.37 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 318.00 FEET, WHERE A RADIAL LINE BEARS S82°37'06"E;
THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°40'00" FOR 336.71 FEET TO A POINT OF TANGENCY;
THENCE N88°02'54"E FOR 94.00 FEET TO THE NORTHWEST CORNER OF A "SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL RECORDED IN OFFICIAL RECORD BOOK 10320, PAGE 686 OF SAID PUBLIC RECORDS, LYING ON THE WEST BOUNDARY OF A PALM BEACH COUNTY PARCEL RECORDED IN OFFICIAL RECORD BOOK 8216, PAGE 1974, OF SAID PUBLIC RECORDS;
THENCE ALONG SAID WEST BOUNDARY, N00°09'18"W FOR 910.86 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 898.00 FEET, WHERE A RADIAL LINE BEARS S58°20'24"W;
THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.28 FEET;
THENCE N00°00'00"E FOR 337.28 FEET;
THENCE N90°00'00"E FOR 398.33 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 640.00 FEET, WHERE A RADIAL LINE BEARS N88°00'20"W;

ABBREVIATIONS (continued on sheet 2 of 3)

P.O.B. - POINT OF BEGINNING	
P.O.C. - POINT OF COMMENCEMENT	
R/W - RIGHT-OF-WAY	THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
D.R.B. - OFFICIAL RECORD BOOK	THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
D.B. - DEED BOOK	REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.
PG. - PAGE	
CO. - COUNTY	
NO. - NUMBER	
PROJ. - PROJECT	
R - RADIUS	
A - CENTRAL ANGLE	
A - ARC LENGTH	
PBCC - PALM BEACH COMMUNITY COLLEGE	
PBCo - PALM BEACH COUNTY	
SFWM - SOUTH FLORIDA WATER MANAGEMENT DISTRICT	

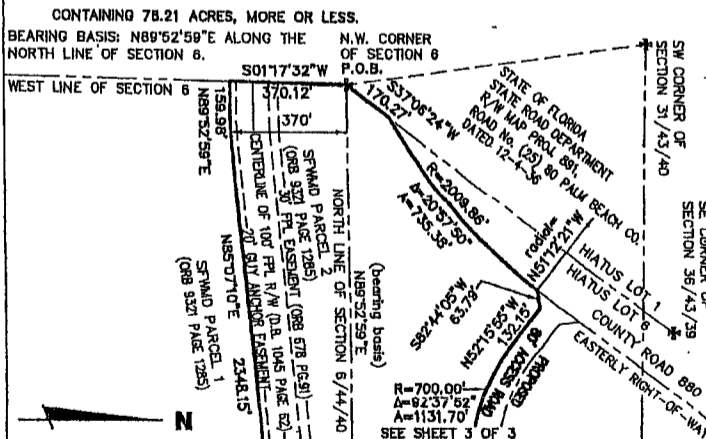
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, No. 4826
DATE: JAN 08 2008

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 8473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 06-088
CHECKED: JEP	SCALE: NONE
PUBLIC	DATE: 8/27/07
SHOOTING RANGE	SHEET 1 OF 3

(continued from sheet 1 of 3)
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°14'17" FOR 322.89 FEET TO A POINT OF TANGENCY;
THENCE S88°13'57"W FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET;
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 258.14 FEET TO A POINT OF TANGENCY;
THENCE S38°08'13"W FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET;
THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 92°37'52" FOR 1131.70 FEET TO A POINT OF TANGENCY;
THENCE N62°18'56"W FOR 132.15 FEET;
THENCE S82°44'05"W FOR 83.78 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80) PER "STATE OF FLORIDA STATE ROAD DEPARTMENT R/W MAP PROJ. 891, ROAD No. (25) 80 PALM BEACH CO.", DATED 12-4-36, BEING A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2008.86 FEET, WHERE A RADIAL LINE BEARS N51°12'21"W;
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°57'50" FOR 735.38 FEET TO THE WEST LINE OF SAID HIATUS LOT 6;
THENCE ALONG SAID WEST LINE, S37°08'24"W FOR 170.27 FEET TO THE POINT OF BEGINNING.



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

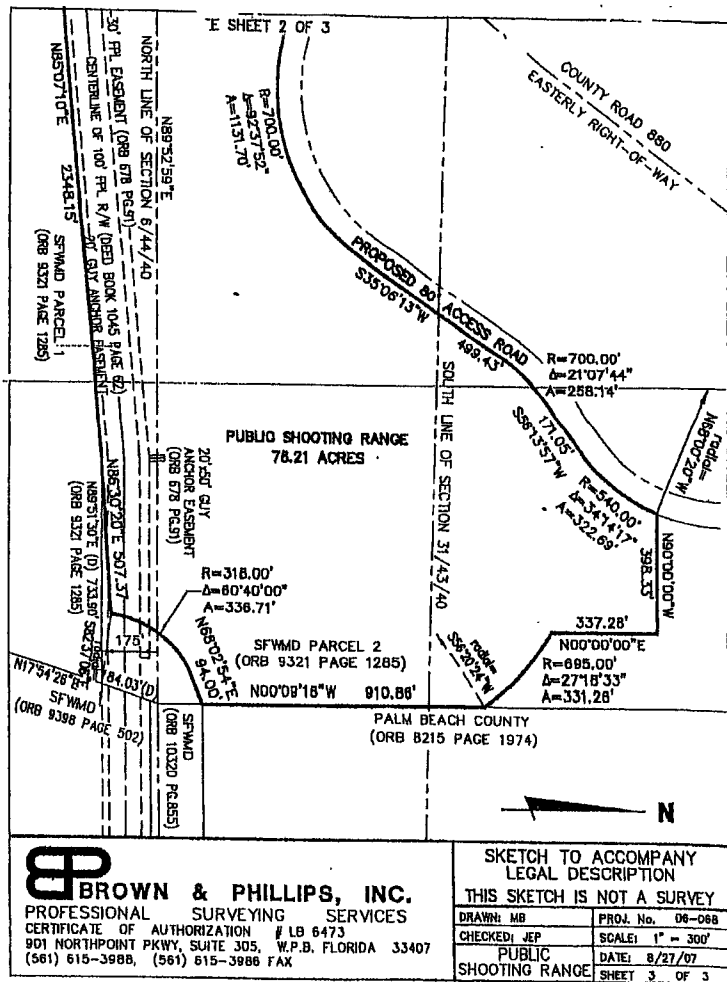
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 06-088
CHECKED: JEP	SCALE: 1" = 300'
PUBLIC	DATE: 8/27/07
SHOOTING RANGE	SHEET 2 OF 3

EXHIBIT "A"

(page 2 of 4)

PROPERTY



A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 8, S89°52'58"W FOR 2000.00 FEET TO THE EASTERLY BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 1664.16 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 336.21 FEET TO THE NORTH BOUNDARY OF SAID PARCEL 2;
 THENCE ALONG SAID NORTH BOUNDARY, N88°28'38"W FOR 597.88 FEET;
 THENCE S00°00'00"W FOR 201.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET;
 THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°22'30" FOR 154.33 FEET;
 THENCE S80°00'00"E FOR 620.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.78 ACRES, MORE OR LESS.

BEARING BASIS: S89°52'58"W ALONG THE NORTH LINE OF SECTION 8.

ABBREVIATIONS

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

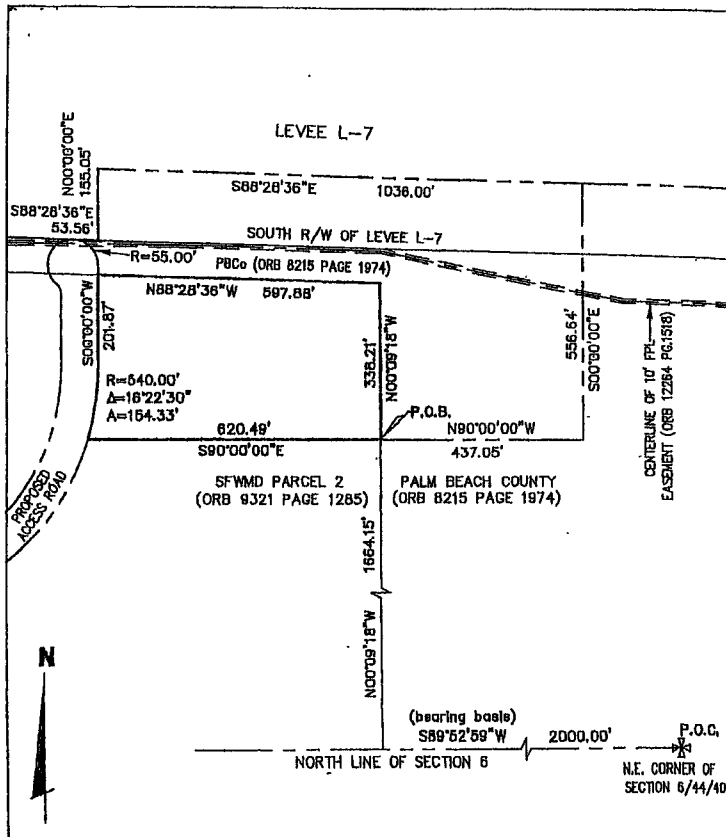
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John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4828
 DATE: JUL 24 2007

BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407 (561) 615-3988, (561) 615-3986 FAX	LEGAL DESCRIPTION	
	DRAWN: MB	PROJ. No. 06-068
	CHECKED: JEP	SCALE: NONE
	PBCc PHASE 1 SFWMD PORTION	DATE: 3/12/07 SHEET 1 OF 2

EXHIBIT "A"
(page 3 of 4)

PROPERTY



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN MB	PROJ. No. 06-068
CHECKED: JEP	SCALE: 1" = 200'
PBCC PHASE 1	DATE: 3/12/07
SFWMD PORTION	SHEET 2 OF 2

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;

THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE NORTHWEST CORNER OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE ALONG SAID EASTERLY BOUNDARY, N00°09'18"W FOR 1054.41 FEET TO THE POINT OF BEGINNING;

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

THENCE N90°00'00"W FOR 820.49 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS N73°37'30"W;

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°37'10" FOR 52.98 FEET;

THENCE S90°00'00"W FOR 398.33 FEET;

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

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES, MORE OR LESS.

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

ABBREVIATIONS

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

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John E. Phillips III
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4828
DATE: JUL 24 2007

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN MB	PROJ. No. 06-068
CHECKED: JEP	SCALE: NONE
PBCC PHASE 2	DATE: 3/12/07
SFWMD PORTION	SHEET 1 OF 2

EXHIBIT "A"
(page 4 of 4)

PROPERTY

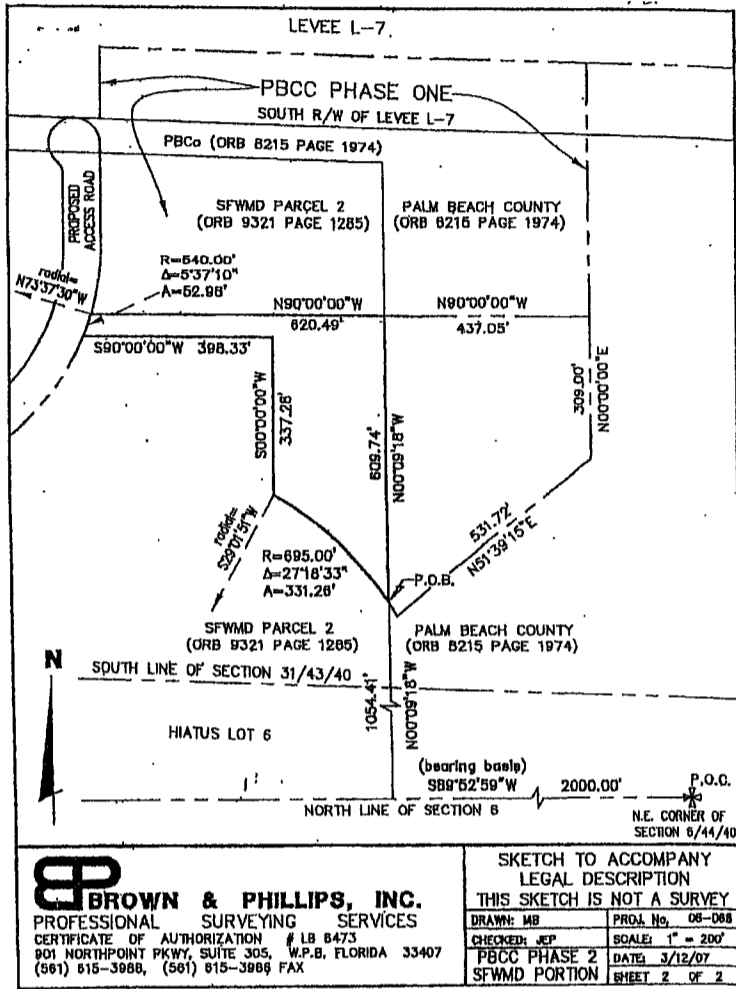


Exhibit "L"
Lease Security

In accordance with Exhibit "B", Article 6, the amount of the Surety Bond or Security Deposit shall be in an amount equal to the estimated property taxes of One thousand Five Hundred Fifty Dollars and No Cents (\$1,550.00).

EXHIBIT "M"
LEGAL DESCRIPTIONS

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING SOUTH OF SAID SECTION 31, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

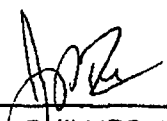
COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE WESTERLY BOUNDARY OF A PALM BEACH COUNTY PARCEL, RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 2002.36 FEET; THENCE CONTINUE ALONG SAID BOUNDARY, N88°28'36"W FOR 597.88 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"W FOR 201.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°13'57" FOR 529.98 FEET TO A POINT OF TANGENCY; THENCE S56°13'57"W FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 258.14 FEET TO A POINT OF TANGENCY; THENCE S35°06'13"W FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET; THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 92°37'52" FOR 1131.70 FEET TO A POINT OF TANGENCY; THENCE N52°15'55"W FOR 132.15 FEET; THENCE S82°44'05"W FOR 63.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80), PER "STATE OF FLORIDA STATE ROAD DEPARTMENT R/W MAP PROJ. 891, ROAD No. (25) 80 PALM BEACH CO.", DATED 12-4-36, BEING A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2009.86 FEET, WHERE A RADIAL LINE BEARS N51°12'21"W; THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°03'34" FOR 37.17 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, N37°44'05"E FOR 132.71 FEET;

ABBREVIATIONS

(continued on sheet 2 of 3)

P.O.B.— POINT OF BEGINNING
P.O.C.— POINT OF COMMENCEMENT
R/W — RIGHT-OF-WAY
O.R.B.— OFFICIAL RECORD BOOK
D.B.— DEED BOOK
PG. — PAGE
R — RADIUS
Δ — CENTRAL ANGLE
A — ARC LENGTH
PBCC — PALM BEACH COMMUNITY COLLEGE
PBCo — PALM BEACH COUNTY
SFWMD — SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FDOT — FLORIDA DEPARTMENT OF TRANSPORTATION
PROJ. — PROJECT
No. — NUMBER
CO. — COUNTY

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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: JAN 08 2008



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

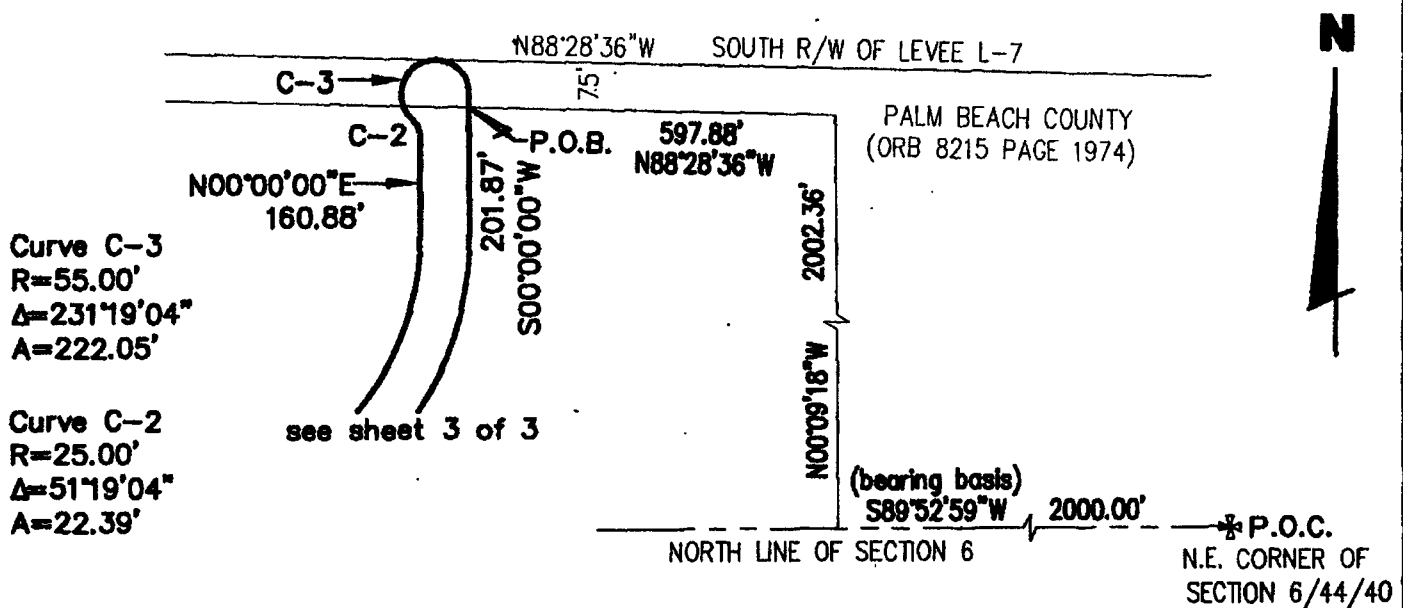
DRAWN: MB	PROJ. No. 06-068
CHECKED: JEP	SCALE: NONE
ACCESS ROAD	DATE: 3/12/07
	SHEET 1 OF 3

(continued from sheet 1 of 3)

THENCE DEPARTING SAID RIGHT-OF-WAY, S07°15'55"E FOR 63.31 FEET;
 THENCE S52°15'55"E FOR 132.15 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE NORTH, HAVING A RADIUS OF 620.00 FEET;
 THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
 92°37'52" FOR 1002.36 FEET TO A POINT OF TANGENCY;
 THENCE N35°08'13"E FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
 ANGLE OF 21°07'44" FOR 287.64 FEET TO A POINT OF TANGENCY;
 THENCE N56°13'57"E FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 460.00 FEET;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
 ANGLE OF 56°13'57" FOR 451.46 FEET TO A POINT OF TANGENCY;
 THENCE N00°00'00"E FOR 160.88 FEET TO THE POINT OF CURVATURE OF A CURVE
 CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET;
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
 ANGLE OF 51°19'04" FOR 22.39 FEET TO A POINT OF REVERSE CURVATURE WITH A
 CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 55.00 FEET;
 THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE
 OF 231°19'04" FOR 222.05 FEET;
 THENCE S00°00'00"W FOR 21.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.51 ACRES, MORE OR LESS.

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



B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION and SKETCH	
THIS SKETCH IS NOT A SURVEY	
DRAWN: MB	PROJ. No. 06-068
CHECKED: JEP	SCALE: 1" = 300'
ACCESS ROAD	DATE: 3/12/07
	SHEET 2 OF 3

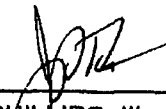
A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING SOUTH OF SAID SECTION 31, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE WESTERLY BOUNDARY OF A PALM BEACH COUNTY PARCEL, RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 2002.36 FEET;
 THENCE CONTINUE ALONG SAID BOUNDARY, N88°28'36"W FOR 704.67 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE N88°28'36"W FOR 423.61 FEET;
 THENCE S00°31'24"W FOR 96.82 FEET;
 THENCE N88°28'36"W FOR 437.60 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80), PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93140-2504;
 THENCE ALONG SAID RIGHT-OF-WAY S38°16'01"W FOR 1280.00 FEET;
 THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S37°44'05"W FOR 255.24 FEET;
 THENCE DEPARTING SAID RIGHT-OF-WAY, S07°15'55"E FOR 63.31 FEET;
 THENCE S52°15'55"E FOR 132.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 620.00 FEET;
 THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 92°37'52" FOR 1002.36 FEET TO A POINT OF TANGENCY;
 THENCE N35°06'13"E FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 287.84 FEET TO A POINT OF TANGENCY;
 THENCE N56°13'57"E FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 460.00 FEET;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°13'57" FOR 451.46 FEET TO A POINT OF TANGENCY;
 THENCE N00°00'00"E FOR 160.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET;
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 51°19'04" FOR 22.39 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET;
 THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°31'12" FOR 30.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.51 ACRES, MORE OR LESS.

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

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: JAN 08 2008

BP
BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

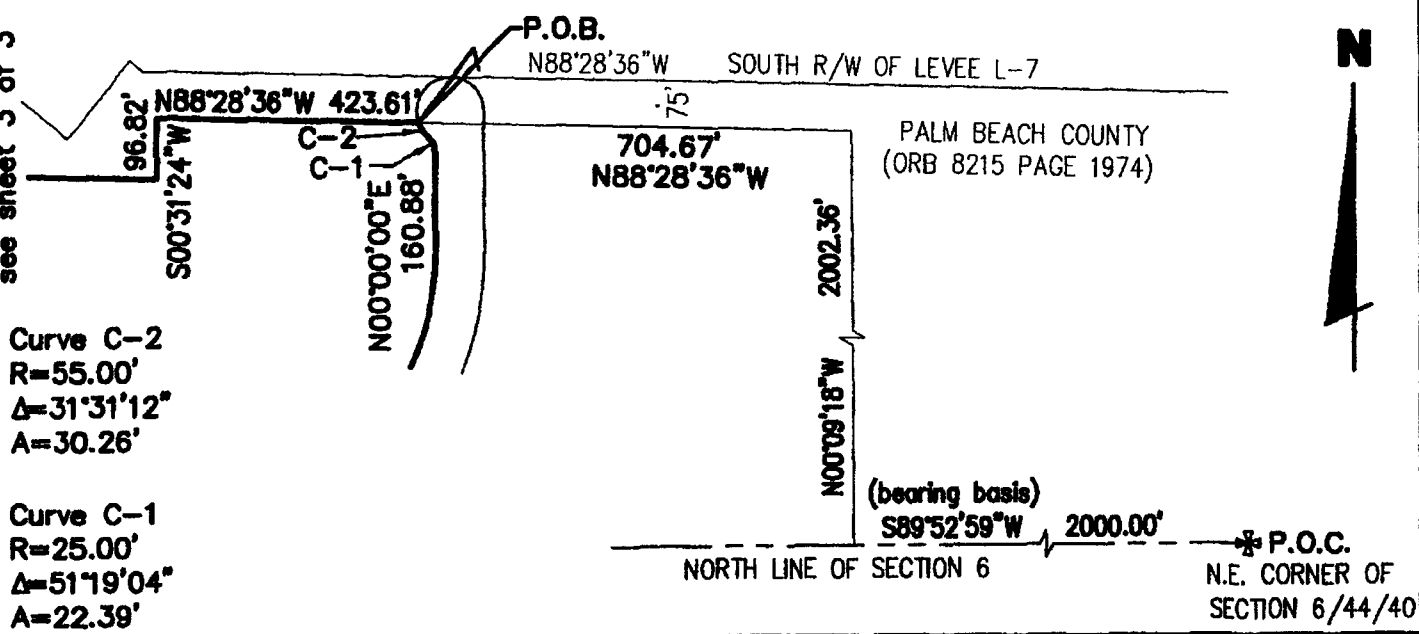
LEGAL DESCRIPTION

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CHECKED: JEP	SCALE: NONE
SFWMD FIELD STATION	DATE: 3/12/07
	SHEET 1 OF 3

ABBREVIATIONS

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

see sheet 3 of 3



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SFWM FIELD STATION	DATE: 3/12/07
	SHEET 2 OF 3

N

Curve C-2
R=55.00'
Δ=31°31'12"
A=30.26'

Curve C-1
R=25.00'
Δ=51°19'04"
A=22.39'

COUNTY ROAD 880
(FDOT R/W MAP, SECTION 93140-2504)
EASTERLY RIGHT-OF-WAY
S38°16'01"W 1280.00'

437.60'
N88°28'36"W

96.82' N88°28'36"W 423.61'

SOUTH R/W OF LEVEE L-7

S00°31'24"W
C-2
C-1
N00°00'00"E
160.88'

P.O.B.

R=460.00'
Δ=56°13'57"
A=451.46'

R=780.00'
Δ=21°07'44"
A=287.64'

N56°13'57"E
171.05'

SOUTH LINE OF SECTION 31/43/40

S37°44'05"W
255.24'
S07°15'55"E
63.31'
S52°15'55"E
132.15'

R=620.00'
Δ=92°37'52"
A=1002.36'

N35°06'13"E 499.43'
PROPOSED 80' ACCESS ROAD

HIATUS LOT 6

(bearing basis)
S89°52'59"W

NORTH LINE OF SECTION 6/44/40

see sheet 2 of 3

B BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
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(561) 615-3988, (561) 615-3986 FAX

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SFWMD	DATE: 3/12/07
FIELD STATION	SHEET 3 OF 3

A PARCEL OF LAND . . . SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING BETWEEN SECTIONS 31 AND 6, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6;
 THENCE ALONG THE WEST LINE OF SAID SECTION 6, S01°17'32"W FOR 370.12 FEET TO THE SOUTH BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG SAID SOUTH BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

THENCE N89°52'59"E FOR 159.98 FEET;
 THENCE N85°07'10"E FOR 2348.15 FEET;


THENCE DEPARTING SAID SOUTH BOUNDARY, N86°30'20"E FOR 507.37 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 318.00 FEET, WHERE A RADIAL LINE BEARS S82°37'06"E;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°40'00" FOR 336.71 FEET TO A POINT OF TANGENCY;
 THENCE N68°02'54"E FOR 94.00 FEET TO THE NORTHWEST CORNER OF A SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL RECORDED IN OFFICIAL RECORD BOOK 10320, PAGE 855 OF SAID PUBLIC RECORDS, LYING ON THE WEST BOUNDARY OF A PALM BEACH COUNTY PARCEL RECORDED IN OFFICIAL RECORD BOOK 8215, PAGE 1974, OF SAID PUBLIC RECORDS;

THENCE ALONG SAID WEST BOUNDARY, N00°09'18"W FOR 910.86 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 695.00 FEET, WHERE A RADIAL LINE BEARS S56°20'24"W;
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.26 FEET;
 THENCE N00°00'00"E FOR 337.28 FEET;
 THENCE N90°00'00"E FOR 398.33 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS N68°00'20"W;

ABBREVIATIONS (continued on sheet 2 of 3)

- | | |
|---|---|
| P.O.B.- POINT OF BEGINNING | THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW. |
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| PROJ. - PROJECT | |
| R - RADIUS | |
| Δ - CENTRAL ANGLE | |
| A - ARC LENGTH | |
| PBCC - PALM BEACH COMMUNITY COLLEGE | |
| PBCo - PALM BEACH COUNTY | |
| SFWMD - SOUTH FLORIDA WATER MANAGEMENT DISTRICT | |


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: JAN 0 8 2008

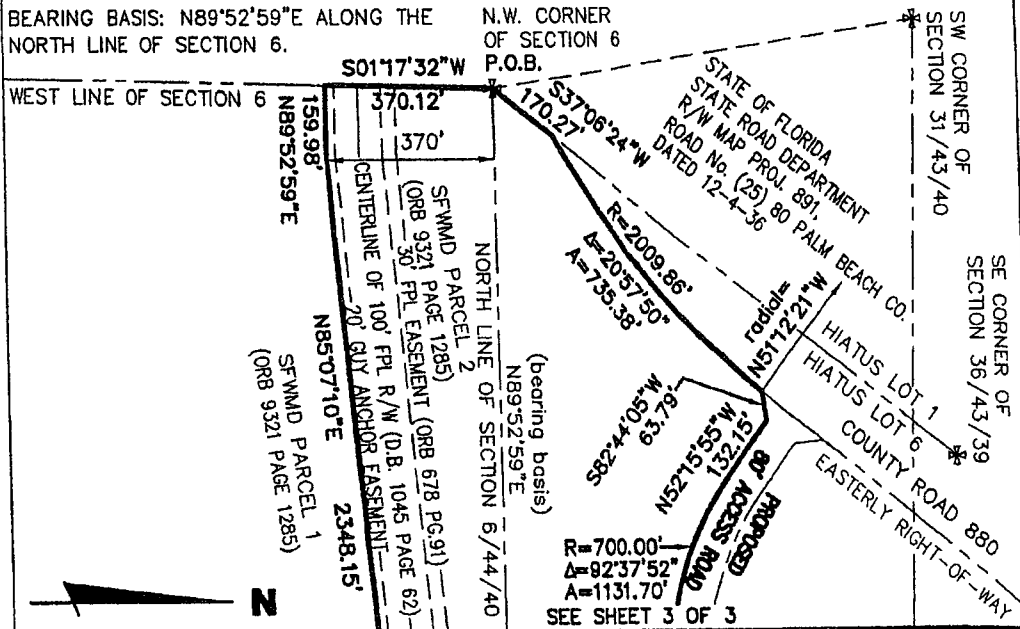

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

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CHECKED: JEP	SCALE: NONE
PUBLIC SHOOTING RANGE	DATE: 8/27/07
	SHEET 1 OF 3

(continued from sheet 1 of 3)
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°14'17" FOR 322.69 FEET TO A POINT OF TANGENCY;
 THENCE S56°13'57"W FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET;
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 258.14 FEET TO A POINT OF TANGENCY;
 THENCE S35°06'13"W FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET;
 THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 92°37'52" FOR 1131.70 FEET TO A POINT OF TANGENCY;
 THENCE N52°15'55"W FOR 132.15 FEET;
 THENCE S82°44'05"W FOR 63.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80) PER "STATE OF FLORIDA STATE ROAD DEPARTMENT R/W MAP PROJ. 891, ROAD No. (25) 80 PALM BEACH CO.", DATED 12-4-36, BEING A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2009.86 FEET, WHERE A RADIAL LINE BEARS N51°12'21"W;
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°57'50" FOR 735.38 FEET TO THE WEST LINE OF SAID HIATUS LOT 6;
 THENCE ALONG SAID WEST LINE, S37°06'24"W FOR 170.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.21 ACRES, MORE OR LESS.



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PUBLIC	DATE: 8/27/07
SHOOTING RANGE	SHEET 2 OF 3

1 of 4

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE EASTERLY BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 1664.15 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 338.21 FEET TO THE NORTH BOUNDARY OF SAID PARCEL 2;
THENCE ALONG SAID NORTH BOUNDARY, N88°28'36"W FOR 597.88 FEET;
THENCE S00°00'00"W FOR 201.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°22'30" FOR 154.33 FEET;
THENCE S90°00'00"E FOR 620.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.78 ACRES, MORE OR LESS.

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

ABBREVIATIONS

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

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John E. Phillips III
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: JUL 24 2007

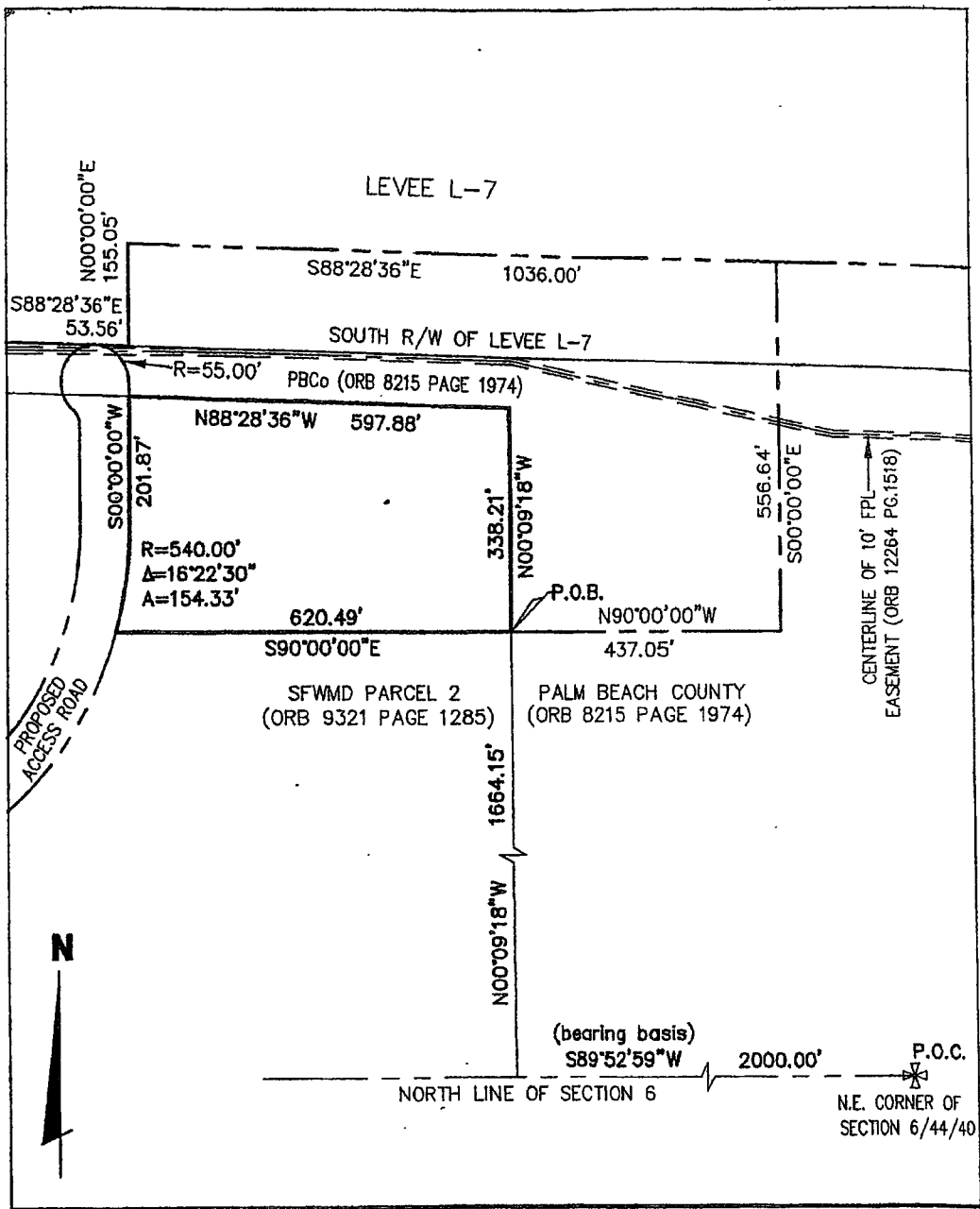


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(561) 615-3988, (561) 615-3988 FAX

LEGAL DESCRIPTION

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CHECKED: JEP	SCALE: NONE
PBCC PHASE 1	DATE: 3/12/07
SFWM PORTION	SHEET 1 OF 2

2 of 4



B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY	
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CHECKED: JEP	SCALE: 1" = 200'
PBCC PHASE 1 SFWMD PORTION	DATE: 3/12/07 SHEET 2 OF 2

3 of 4

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE EASTERLY BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID EASTERLY BOUNDARY, N00°09'18"W FOR 1054.41 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 609.74 FEET;
THENCE N90°00'00"W FOR 620.49 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS N73°37'30"W;
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°37'10" FOR 52.96 FEET;
THENCE S90°00'00"W FOR 398.33 FEET;
THENCE S00°00'00"W FOR 337.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 695.00 FEET, WHERE A RADIAL LINE BEARS S29°01'51"W;
THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES, MORE OR LESS.

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

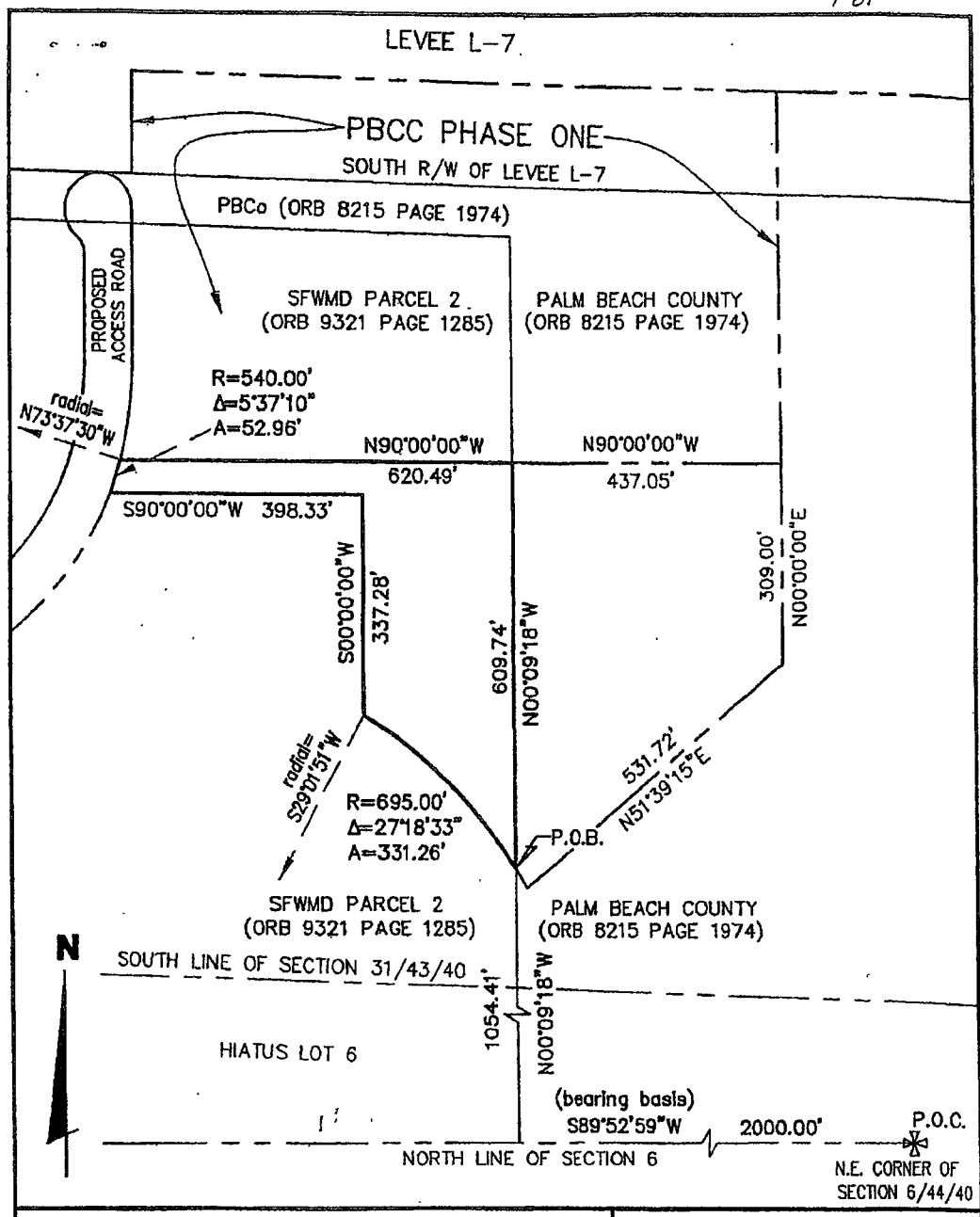
ABBREVIATIONS
P.O.B.— POINT OF BEGINNING
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John E. Phillips III
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4828
DATE: JUL 24 2007

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

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



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

ATTACHMENT NO. 4

LESSEE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the President (position - i.e. president, partner, trustee) of Roth Farms Inc (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Lessee") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: PO Box 1300 Belle Glade FL 33430

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 Lessee 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.

Raymond Roth Jr, Affiant
Print Affiant Name: Raymond R Roth Jr

The foregoing instrument was sworn to, subscribed and acknowledged before me this 8 day of May, 2013, by Raymond R Roth Jr [X] who is personally known to me or [] who has produced as identification and who did take an oath.

Deborah H Boswell
Notary Public
DEBORAH BOSWELL
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

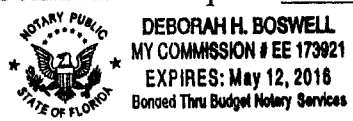


EXHIBIT "A"
(page 1 of 4)

PROPERTY

A PARCEL OF LAND, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST, AND IN HIATUS LOT 6 LYING BETWEEN SECTIONS 31 AND 6, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 6;
THENCE ALONG THE WEST LINE OF SAID SECTION 6, S01°17'32"W FOR 370.12 FEET TO THE SOUTH BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 8321, PAGE 1288, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID SOUTH BOUNDARY FOR THE FOLLOWING TWO (2) COURSES:

THENCE N88°52'58"E FOR 159.88 FEET;
THENCE N88°07'10"E FOR 2348.18 FEET;

THENCE DEPARTING SAID SOUTH BOUNDARY, N88°30'20"E FOR 607.37 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 318.00 FEET, WHERE A RADIAL LINE BEARS S82°37'08"E;
THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°40'00" FOR 338.71 FEET TO A POINT OF TANGENCY;
THENCE N88°02'54"E FOR 84.00 FEET TO THE NORTHWEST CORNER OF A SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL RECORDED IN OFFICIAL RECORD BOOK 10320, PAGE 888 OF SAID PUBLIC RECORDS, LYING ON THE WEST BOUNDARY OF A PALM BEACH COUNTY PARCEL RECORDED IN OFFICIAL RECORD BOOK 8216, PAGE 1874, OF SAID PUBLIC RECORDS;

THENCE ALONG SAID WEST BOUNDARY, N00°08'18"W FOR 810.88 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 888.00 FEET, WHERE A RADIAL LINE BEARS S58°20'24"W;
THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°18'33" FOR 331.28 FEET;
THENCE N00°00'00"E FOR 337.28 FEET;
THENCE N80°00'00"E FOR 388.33 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 640.00 FEET, WHERE A RADIAL LINE BEARS N88°00'20"W;

ABBREVIATIONS (continued on sheet 2 of 3)

P.O.B. - POINT OF BEGINNING	
P.O.C. - POINT OF COMMENCEMENT	
R/W - RIGHT-OF-WAY	THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
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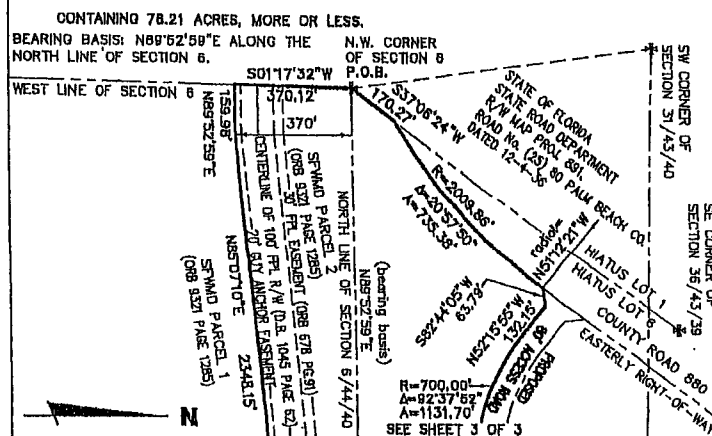


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CERTIFICATE OF AUTHORIZATION # LB 8473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3888, (561) 615-3886 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 08-088
CHECKED: JEP	SCALE: NONE
PUBLIC SHOOTING RANGE	DATE: 8/27/07
	SHEET 1 OF 3

(continued from sheet 1 of 3)
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°14'17" FOR 322.88 FEET TO A POINT OF TANGENCY;
THENCE S88°13'57"W FOR 171.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET;
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°07'44" FOR 258.14 FEET TO A POINT OF TANGENCY;
THENCE S38°08'13"W FOR 499.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 700.00 FEET;
THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°37'52" FOR 1131.70 FEET TO A POINT OF TANGENCY;
THENCE N82°18'56"W FOR 132.15 FEET;
THENCE S82°44'06"W FOR 63.78 FEET TO THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 880 (OLD STATE ROAD 80) PER "STATE OF FLORIDA STATE ROAD DEPARTMENT R/W MAP PROJ. 881, ROAD No. (28) 80 PALM BEACH CO.", DATED 12-4-38, BEING A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2008.88 FEET, WHERE A RADIAL LINE BEARS N81°12'21"W;
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°57'50" FOR 738.38 FEET TO THE WEST LINE OF SAID HIATUS LOT 6;
THENCE ALONG SAID WEST LINE, S37°08'24"W FOR 170.27 FEET TO THE POINT OF BEGINNING.



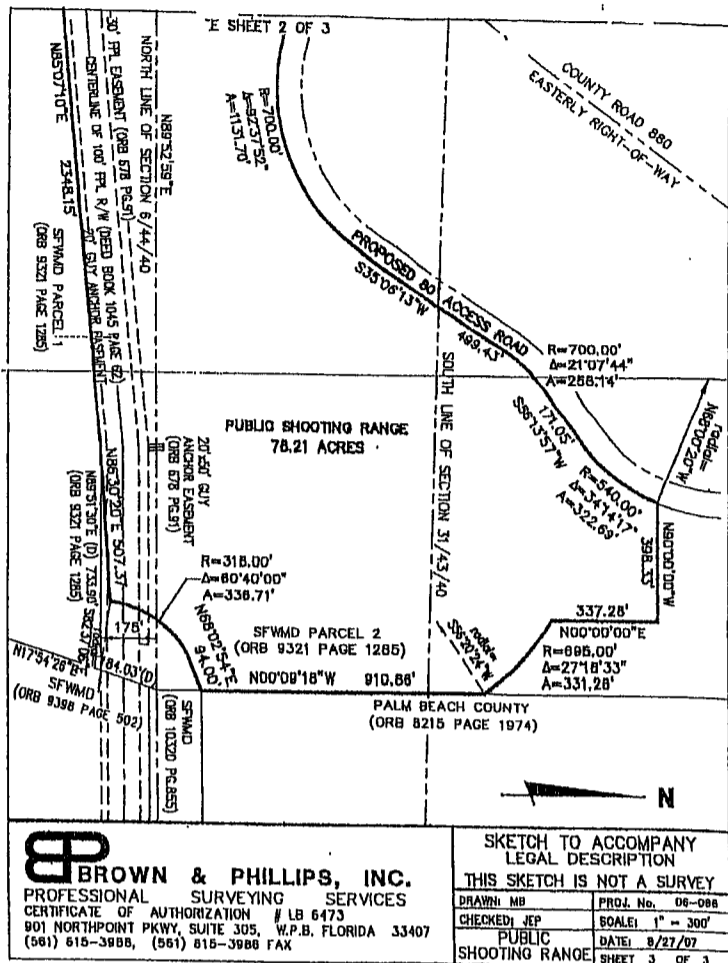
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 8473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3888, (561) 615-3886 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 08-088
CHECKED: JEP	SCALE: 1" = 300'
PUBLIC SHOOTING RANGE	DATE: 8/27/07
	SHEET 2 OF 3

EXHIBIT "A"
(page 2 of 4)

PROPERTY



A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;

THENCE ALONG THE NORTH LINE OF SAID SECTION 6, S89°52'59"W FOR 2000.00 FEET TO THE EASTERLY BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2, RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY, N00°09'18"W FOR 1864.18 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID BOUNDARY, N00°09'18"W FOR 338.21 FEET TO THE NORTH BOUNDARY OF SAID PARCEL 2;

THENCE ALONG SAID NORTH BOUNDARY, N88°28'36"W FOR 597.88 FEET;

THENCE S00°00'00"W FOR 201.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°22'30" FOR 154.33 FEET;

THENCE S80°00'00"E FOR 620.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.78 ACRES, MORE OR LESS.

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

ABBREVIATIONS

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

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

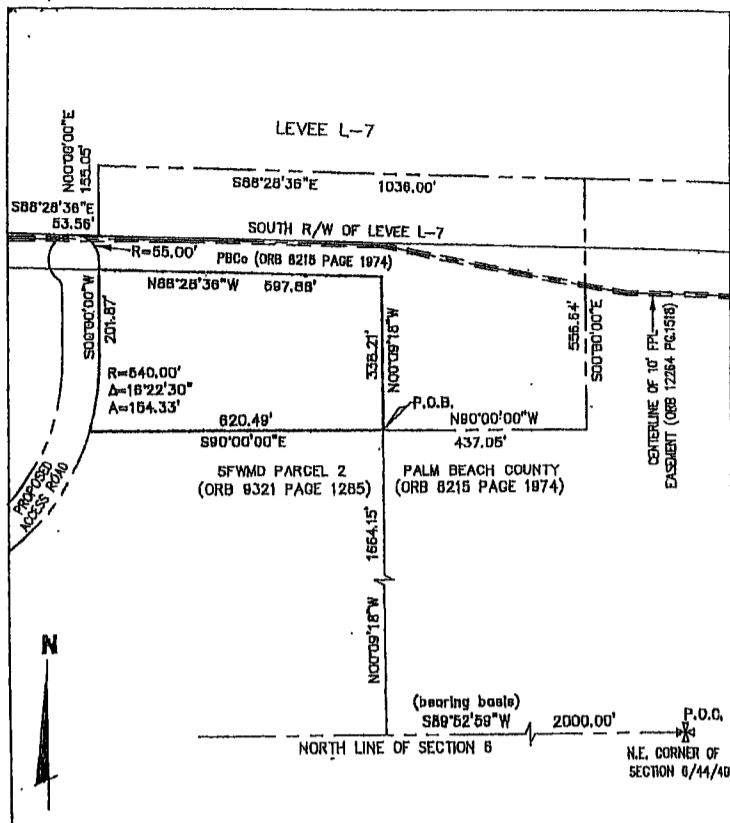
John E. Phillips III
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: JUL 24 2007

BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407 (561) 616-3988, (561) 616-3988 FAX		LEGAL DESCRIPTION
DRAWN: MB	PROJ. No. 08-088	
CHECKED: JEP	SCALE: NONE	
PBCC PHASE 1	DATE: 3/18/07	
SFWMD PORTION	SHEET 1 OF 2	

EXHIBIT "A"

(page 3 of 4)

PROPERTY



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 8473
 901 NORTHPOINT PKWY, SUITE 308, W.P.B. FLORIDA 33407
 (561) 815-3988, (561) 815-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN BY	PROJ. No. 09-088
CHECKED BY JEP	SCALE: 1" = 200'
PBCO PHASE 1	DATE: 3/12/07
SFWMD PORTION	SHEET 2 OF 2

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 40 EAST,
 PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 40 EAST;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 6, $S89^{\circ}52'59''W$ FOR 2000.00 FEET TO
 THE EASTERLY BOUNDARY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PARCEL 2,
 RECORDED IN OFFICIAL RECORD BOOK 9321, PAGE 1285, OF THE PUBLIC RECORDS OF
 PALM BEACH COUNTY, FLORIDA;
 THENCE ALONG SAID EASTERLY BOUNDARY, $N00^{\circ}09'18''W$ FOR 1054.41 FEET TO THE
 POINT OF BEGINNING;
 THENCE CONTINUE ALONG SAID BOUNDARY, $N00^{\circ}09'18''W$ FOR 609.74 FEET;
 THENCE $N90^{\circ}00'00''W$ FOR 820.49 FEET TO A NON-TANGENT CURVE, CONCAVE TO
 THE NORTHWEST, HAVING A RADIUS OF 540.00 FEET, WHERE A RADIAL LINE BEARS
 $N73^{\circ}37'30''W$;
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
 ANGLE OF $6^{\circ}37'10''$ FOR 82.98 FEET;
 THENCE $S90^{\circ}00'00''W$ FOR 398.33 FEET;
 THENCE $S00^{\circ}00'00''W$ FOR 337.28 FEET TO A NON-TANGENT CURVE CONCAVE TO
 THE SOUTHWEST, HAVING A RADIUS OF 665.00 FEET, WHERE A RADIAL LINE BEARS
 $S28^{\circ}01'51''W$;
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL
 ANGLE OF $27^{\circ}18'33''$ FOR 331.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.10 ACRES, MORE OR LESS.

BEARING BASIS: $S89^{\circ}52'59''W$ ALONG THE NORTH LINE OF SECTION 6.

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK
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 RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
 MAPPER NOTED BELOW.

John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4828
 DATE: JUL-12-2007



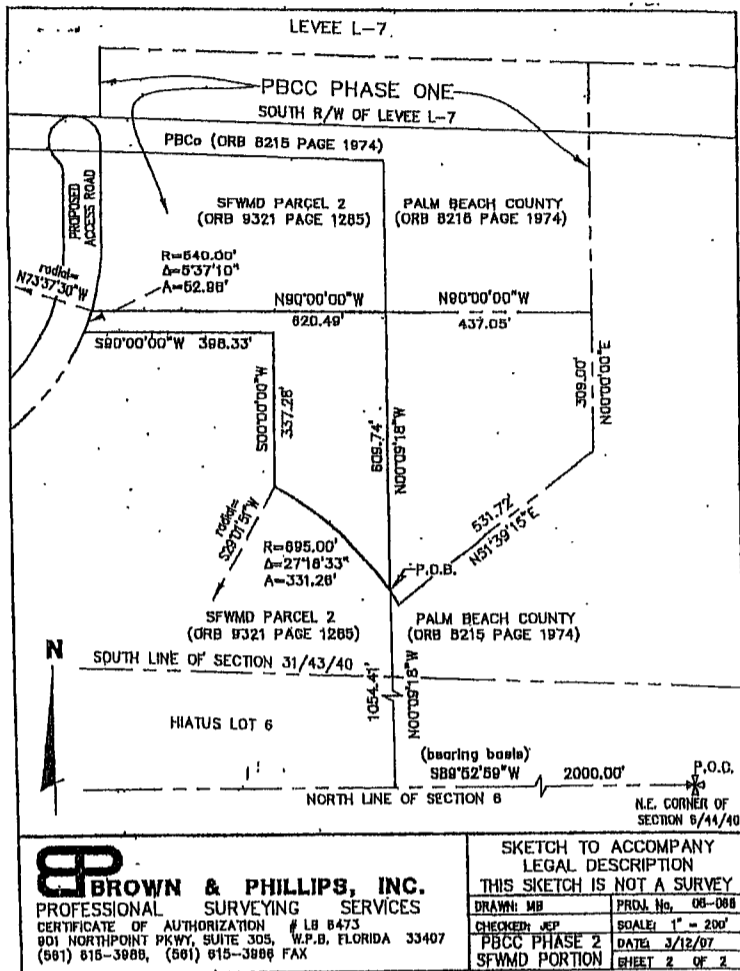
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SFWMD PORTION	SHEET 1 OF 2

EXHIBIT "A"
(page 4 of 4)

PROPERTY



BP BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 8473
901 NORTHPOINT PKWY, SUITE 305, W.P.B., FLORIDA 33407
(881) 815-3888, (881) 815-3888 FAX

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SFWMD PORTION	SHEET 2 OF 2

ATTACHMENT NO. 3

LESSEE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the President (position - i.e. president, partner, trustee) of Roth Farms Inc (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Lessee") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: PO Box 1300
BELLE GLADE FL 33430

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 Lessee 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.

Raymond R Roth Jr, Affiant

Print Affiant Name: Raymond R Roth Jr

The foregoing instrument was sworn to, subscribed and acknowledged before me this 8 day of May, 2013, by Raymond R Roth Jr [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Deborah H Boswell
Notary Public

DEBORAH BOSWELL
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

