

Agenda Item #:

AGENDA ITEM SUMMARY

Meeting Date: **June 19, 2018** ☐ **Consent** ☒ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt** three (3) resolutions finding that an extension of the Lease Agreements with Bowman Growers, Inc. for 28 years until 2053 is in the best interest of the County;
- B) approve** a Third Amendment to Lease Agreement with Bowman Growers, Inc. (R2001-0519) (Parcel A) of 278 farmable acres in the Ag Reserve;
- C) approve** a Fourth Amendment to Lease Agreement with Bowman Growers, Inc. (R2001-0517) (Parcel B) of 287 farmable acres in the Ag Reserve; and
- D) approve** a Fourth Amendment to Lease Agreement with Bowman Growers, Inc. (R2001-0518) (Parcel C) of 315 farmable acres in the Ag Reserve.

Summary: The County acquired the 938-acre Bowman property in 2001 for \$38,461,000 (\$41,000/acre) as part of the Ag Reserve program for preservation of farmland. Simultaneous with the closing, the County leased the property back to Bowman Growers pursuant to three (3) different Leases with terms extending through June 30, 2023 at an initial rental rate of \$551/acre/year. Rent is currently \$500/acre/year. The First Amendments approved on February 27, 2007 (R-2007-0347) extended the term for all three Leases to June 30, 2025. The Second Amendments approved on January 12, 2010 (R2010-0085-86) reduced the rents for all three parcels to \$500/gross acre. The Third Amendments approved November 16, 2010 (R2010-1185-1186) reduced the premises to allow for the Lyons Road Expansion. The Bowmans are concerned about incremental changes to the land use and zoning regulations for the Ag Reserve, and the potential impact of such changes on the Bowmans' ability to continue farming and have requested the County extend their Leases in line with the proposed extension of the Bedner's lease. Extending the Lease will provide the Bowmans the legal right to farm as long as it remains economically viable to do so. This Third Amendment to Parcel A and the Fourth Amendments to Parcels B & C to the Lease Agreements provides Bowman Growers twenty-eight (28) additional 1-year options extending the term through June 30, 2053 for all three Leases. The extension options will be automatically exercised each year unless Bowman provides 60 days prior notice that it does not wish to exercise the then current option. Rent will be periodically adjusted to fair market value as determined by appraisal. The Resolution finds that the extension of the Bowman Leases are in the best interests of the County based upon the following facts: 1) a major element of the Ag Reserve Acquisition Program was to ensure continued agricultural operations in the Ag Reserve; 2) continuity of farming operations assists in preserving agricultural operations in the Ag Reserve; 3) the extension of the Bowman Leases will maintain continuity of existing farming operations; and 4) the County will receive fair market value rent as determined by appraisal during the extensions. **(PREM) District 5 (HJF)**

Continued on Page 3

Attachments:

1. Location Maps
2. Resolutions (3) (each with attachment)
3. Third Amendment to Lease Agreement (Parcel A)
4. Fourth Amendment to Lease Agreement (Parcel B)
5. Fourth Amendment to Lease Agreement (Parcel C)

Recommended By: Army Way 6/5/18
Department Director Date

Approved By: [Signature] 6/11/18
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

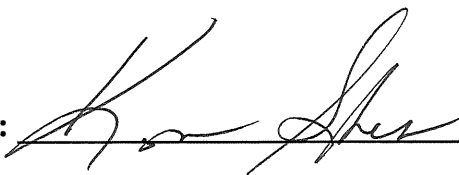
Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

Does this item include the use of federal funds? Yes ____ No X

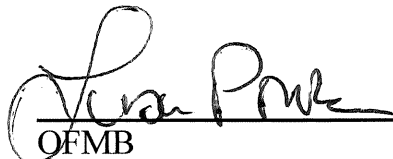
B. Recommended Sources of Funds/Summary of Fiscal Impact:

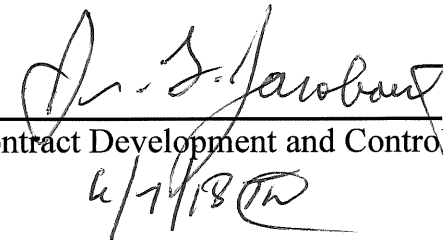
Fiscal Impact occurs beyond 2022. Rent is established by appraisal and may be adjusted periodically.

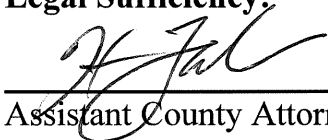
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB
5/31/18
SK
5/31


Contract Development and Control
6/14/18
6/17/18

B. Legal Sufficiency:

6/8/18
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: The County acquired the 938-acre Bowman property in 2001 for \$38,461,000. The initial term of the Lease, commenced on July 1, 2001.

On February 27, 2007, the Board approved an amendment to the Lease Agreements which: (i) extended the term of all three (3) leases; (ii) reduced the Bowman Parcel A by 40 acres which allowed the County to sell the 40 acres to the Solid Waste Authority for development of a transfer station; and (iii) provided for a future amendment to release property required for the extension of Lyons Road and the Rural Parkway Easement without charge. Bowman negotiated compensation from the Solid Waste Authority of \$1,795/acre/year for a total of \$430,800 for the loss of farming on the 40 acres.

On January 12, 2010, the Board approved Second Amendments to the Leases reducing the rent on all three (3) Leases to \$500/acre/year. The Third Amendments approved in November 2010 to Parcels B & C reduced the premises to allow for the Lyons Road Expansion.

The Bowmans' current lease runs through 2025 (7 years from now) which arguably is insufficient for the Bowmans' planning purposes. In addition, extending the Bowmans' Lease now removes the future option to do an RFP to allow those farmers who do not currently have land in the Ag Reserve an opportunity to bid. The RFP process would also provide better evidence of true market rates for lease of row crop farmland. The County and GL Homes are the two largest landowners in the Ag Reserve and effectively set market rates for row crop farmland. Further, in the event that the County desired to trade or sell this land, the extended lease would limit the County's ability to do so. However, this is a unique situation in that the Bowmans sold their land to the County on the condition that they have the right to continue farming. Continuity in farming operations assists in preserving agricultural operations in the Ag Reserve. Extension of their lease will both ensure that the Bowmans have a long term right to farm and inhibit changes that could otherwise impact the Bowman Farm land. As rent during the extension will continue to be subject to adjustment based upon appraisals, the County will always receive fair market rent.

Florida Statutes, Section 286.23, requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Since the Statute does not require the Disclosure and since this is an amendment to the Lease Agreement for which a Disclosure was already provided, Staff did not request a new Disclosure. Previous disclosures identified Theresa Bowman and Richard Bowman each holding a 50% beneficial interest in Bowman Growers, Inc.

105

Range 41

SEE PG 99

Range 7

L

K

BOB WEST

L-30

RD 130 ST S

Canal

34

Canal

12

7

Subject

Canal

RD SMITH SUNDY

L-40

Canal

35

L-32

Canal

HAPPY

HOLLOW

RD

18

L-33

Canal

147 PL S

RD SMITH SUNDY

RD

W. MULVEHILL

ATLANTIC

AV

RD 90 AV S

36

LA REMIA

RD

Canal

24

EL PARAISO

PL

EL CABA LLO

CT

L-35

19

153 RD S

Canal

155 RD S

155

RD S

156 CT S

158 RD S

ONE

158 RD S

L-36

Canal

L-36

RIO DEL SOZ
BOLENER
RHO HERMOSO
RHO LINDO
CAN DEL
CAIN CIR
RHO DEL PAZ
C. RHO DEL
RHO DEL

L

K

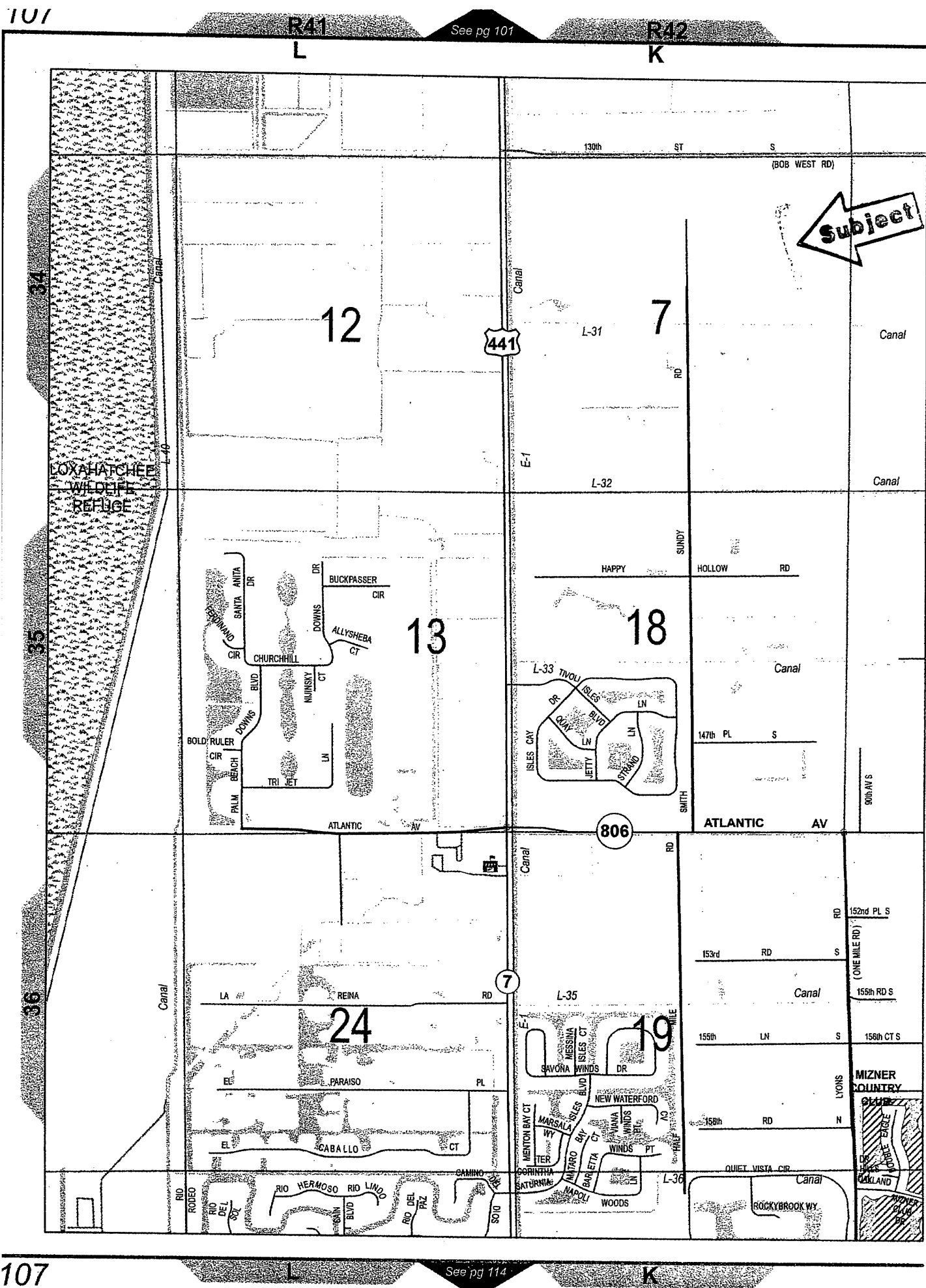
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Bowman Parcel "A"

LOCATION MAP

1 of 3

II



BOWMAN "B"

LOCATION MAP

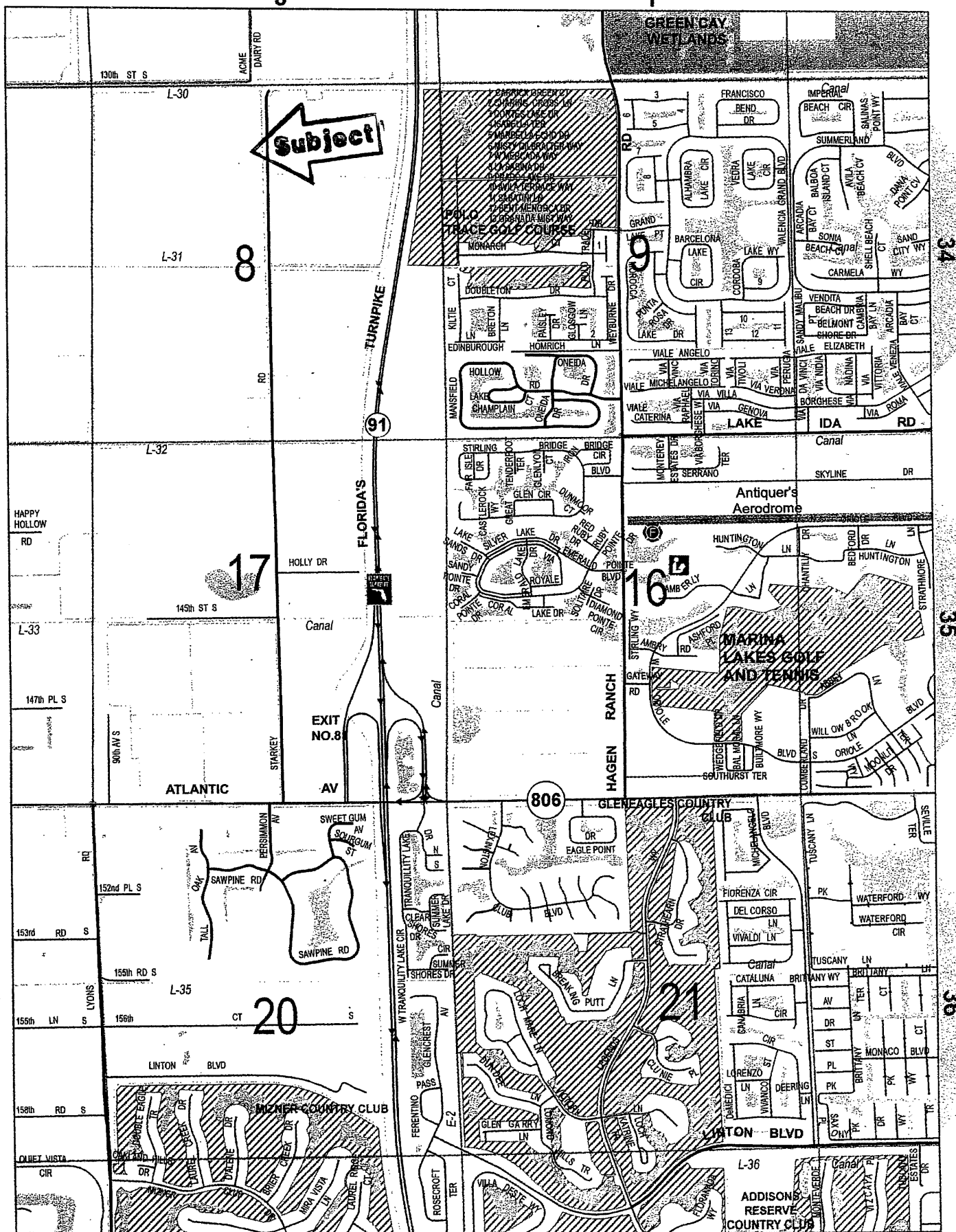
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T46

16

T46



BOWMAN "C"

LOCATION MAP

3 of 3

Attachment 2
Resolutions (3)
w/ Attachment
(10 pages each)

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE LEASE WITH BOWMAN GROWERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bowman Growers, Inc., a Florida corporation, (“Tenant”), pursuant to a lease agreement dated April 3, 2001 (R2001-0519), as amended, leases 233.96 acres from Palm Beach County in the Ag Reserve for the purpose of agricultural production; and

WHEREAS, Tenant has requested that County extend the term of the Lease for twenty-eight (28) years by granting Tenant twenty-eight (28) successive options to extend the term of the Lease, each for a period of one (1) year; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that a major element of the Ag Reserve Acquisition Program was to ensure continued agricultural operations in the Ag Reserve; continuity of farming operations assists in preserving agricultural operations in the Ag Reserve; extension of the Lease maintains continuity of existing farming operations; and the County will receive fair market value rent as determined by appraisal during the extensions of the Lease, and it is therefore in the best interest of the County to extend the Lease to preserve agricultural production on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall grant Tenant an additional twenty-eight (28) successive options to extend the term of the Lease, each for a period of one (1) year, pursuant to the Third Amendment to Lease attached hereto and

incorporated herein by reference, with rent during said extended terms being adjusted to Fair Market Value as determined by appraisal.

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

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

Section 4. Effective Date

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

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

Commissioner Melissa McKinlay, Mayor
Commissioner Mack Bernard, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger

The Mayor thereupon declared the resolution duly passed and adopted this ____day of _____, 20__.

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

BOARD OF COUNTY COMMISSIONERS

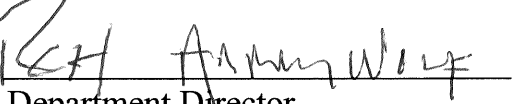
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

THIRD AMENDMENT TO LEASE AGREEMENT
(Parcel A)

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or “Landlord”, and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, Tenant entered into a Lease Agreement dated April 3, 2001 (R2001-0519) (the “Lease”) with County pursuant to which Tenant leases from County approximately 319+/- acres of farm land as defined in the Lease; and

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) dated February 27, 2007 (the “First Amendment”), which reduced the net actual acreage of the Premises to 233.96 acres and granted Tenant twelve (12) additional one-year options to extend the term of the Lease; and

WHEREAS, County and Tenant entered into a Second Amendment to Lease Agreement (R2010-0084) dated January 12, 2010 (the “Second Amendment”), which reduced the rent, revised the method for adjusting rent and provided for the documentation of Tenant’s crop yields; and

WHEREAS, the Lease term prior to this Third Amendment expires June 30, 2025; and

WHEREAS, Tenant is concerned about incremental changes to the land use and zoning regulations for the Ag Reserve and the potential impact of such changes on the Tenant’s ability to continue farming these lands consistent with the objectives for the AGR District and has requested an additional twenty-eight (28) year extension to the Lease term ; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.

2. Section 1.03 Option to Renew, is hereby deleted in its entirety and replaced as follows:

Section 1.03 Option to Renew.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for thirty-four successive periods of one year each under the same terms and conditions of this Lease, except for rent adjustments as set forth in Article II, Section 2.2(b), the first of such options commencing upon the expiration of the current term on July 1, 2019. Tenant shall be deemed to have exercised its then current option to extend unless the Tenant provides notice to County of its election not to exercise its option, which notice must be received by the County on or before 60 days prior to the expiration of the then current term. In the event Tenant provides notice of its election not to exercise an option, the Lease shall terminate and the parties shall be relieved of all further obligation hereunder accruing hereunder subsequent to the date of such termination.

3. Section 3.02 is hereby amended to add the following:

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

4. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.04 Non-Discrimination.

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

5. Article VII Insurance and Indemnity is hereby modified to add the following:

Tenant shall, at its sole expense, maintain in full force and effect at all times during the term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or

qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate(s) of Insurance.

Tenant shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this License Agreement. In the event that Tenant shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Tenant under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Tenant shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Tenant's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Tenant shall look solely to any insurance in its favor without making any claim against the County, and the Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its insurers, waives all such insured claims against the County.

6. Article X Default of Tenant is hereby amended to add the following:

Section 10.02 Remedies

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

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

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

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

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

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

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

7. Article XIII Miscellaneous is hereby modified to add the following:

13.14 Disclosure of Beneficial Interest.

Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 13.02 of this Lease.

13.15 Public Entity Crimes.

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

13.16 Section 14.15 Headings.

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

13.17 Survival.

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

13.18 Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

13.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such

award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 13.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. This Third Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:	COUNTY
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: _____ Deputy Clerk	By: _____ Melissa McKinlay, Mayor

WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: _____ Assistant County Attorney	By: _____ Department Director

WITNESSES:

TENANT

BOWMAN GROWERS, INC.
a Florida corporation

Witness Signature

By: _____
Richard Bowman, President

Print Name

(SEAL)

Witness Signature

Print Name

G:\PREM\PM\In Lease\Bowman Farms Parcel A\Amendment #3\3rd Amendment. 5-14-2018.doc

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE LEASE WITH BOWMAN GROWERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bowman Growers, Inc., a Florida corporation, (“Tenant”), pursuant to a lease agreement dated April 3, 2001 (R2001-0517), as amended, leases 285.249 acres from Palm Beach County in the Ag Reserve for the purpose of agricultural production; and

WHEREAS, Tenant has requested that County extend the term of the Lease for twenty-eight (28) years by granting Tenant twenty-eight (28) successive options to extend the term of the Lease, each for a period of one (1) year; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that a major element of the Ag Reserve Acquisition Program was to ensure continued agricultural operations in the Ag Reserve; continuity of farming operations assists in preserving agricultural operations in the Ag Reserve; extension of the Lease maintains continuity of existing farming operations; and the County will receive fair market value rent as determined by appraisal during the extensions of the Lease, and it is therefore in the best interest of the County to extend the Lease to preserve agricultural production on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall grant Tenant an additional twenty-eight (28) successive options to extend the term of the Lease, each for a period of one (1) year, pursuant to the Fourth Amendment to Lease attached hereto and

incorporated herein by reference, with rent during said extended terms being adjusted to Fair Market Value as determined by appraisal.

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

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

Section 4. Effective Date

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

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

Commissioner Melissa McKinlay, Mayor
Commissioner Mack Bernard, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger

The Mayor thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.

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

BOARD OF COUNTY COMMISSIONERS

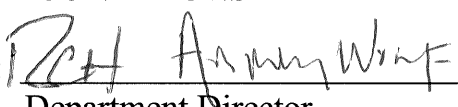
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

FOURTH AMENDMENT TO LEASE AGREEMENT
(Parcel B)

THIS FOURTH AMENDMENT is made and entered into this ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or “Landlord”, and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

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

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) on February 27, 2007 (the “First Amendment”), which, in part, provided for the future amendment of the Lease to release property required for the extension of Lyons Road through the leased premises; and

WHEREAS, County and Tenant entered into a Second Amendment to Lease Agreement (R2010-0084) dated January 12, 2010 (the “Second Amendment”), which reduced the rent, revised the method for adjusting rent and provided for the documentation of Tenant’s crop yields; and

WHEREAS, County and Tenant entered into a Third Amendment to Lease Agreement (R2010-1885) dated November 16, 2010 (the “Third Amendment”) which released the Lyons Road property from the leased premises reducing the net actual acreage of the Premises to 285.249 acres and provided for a prorata reduction of the rent; and

WHEREAS, the Lease term prior to this Fourth Amendment expires June 30, 2025; and

WHEREAS, Tenant is concerned about incremental changes to the land use and zoning regulations for the Ag Reserve and the potential impact of such changes on the Tenant’s ability to continue farming these lands consistent with the objectives for the AGR District and has requested an additional twenty-eight (28) year extension to the Lease term; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.

2. Section 1.03 Option to Renew, is hereby deleted in its entirety and replaced as follows:

Section 1.03 Option to Renew.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for thirty-four successive periods of one year each under the same terms and conditions of this Lease, except for rent adjustments as set forth in Article II, Section 2.2(b), the first of such options commencing upon the expiration of the current term on July 1, 2019. Tenant shall be deemed to have exercised its then current option to extend unless the Tenant provides notice to County of its election not to exercise its option, which notice must be received by the County on or before 60 days prior to the expiration of the then current term. In the event Tenant provides notice of its election not to exercise an option, the Lease shall terminate and the parties shall be relieved of all further obligation hereunder accruing hereunder subsequent to the date of such termination.

3. Section 3.02 is hereby amended to add the following:

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

4. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.04 Non-Discrimination.

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

5. Article VII Insurance and Indemnity is hereby modified to add the following:

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

insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate(s) of Insurance.

Tenant shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this License Agreement. In the event that Tenant shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Tenant under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Tenant shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Tenant's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Tenant shall look solely to any insurance in its favor without making any claim against the County, and the Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its

insurers, waives all such insured claims against the County.

6. Article X Default of Tenant is hereby amended to add the following:

Section 10.02 Remedies

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

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

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

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

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

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

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

7. Article XIII Miscellaneous is hereby modified to add the following:

13.14 Disclosure of Beneficial Interest.

Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 13.02 of this Lease.

13.15 Public Entity Crimes.

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

13.16 Section 14.15 Headings.

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

13.17 Survival.

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

13.18 Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

13.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such

award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 13.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

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

ATTEST:	COUNTY
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: _____ Deputy Clerk	By: _____ Melissa McKinlay, Mayor

WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: _____ Assistant County Attorney	By: _____ Department Director

WITNESSES:

TENANT

BOWMAN GROWERS, INC.
a Florida corporation

Witness Signature

By: _____
Richard Bowman, President

Print Name

(SEAL)

Witness Signature

Print Name

G:\PREM\PM\In Lease\Bowman Farms Parcel B\Fourth Amendment\4th Amendment. 5-14-2018.doc

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE LEASE WITH BOWMAN GROWERS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bowman Growers, Inc., a Florida corporation, (“Tenant”), pursuant to a lease agreement dated April 3, 2001 (R2001-0518), as amended, leases 308.76 acres from Palm Beach County in the Ag Reserve for the purpose of agricultural production; and

WHEREAS, Tenant has requested that County extend the term of the Lease for twenty-eight (28) years by granting Tenant twenty-eight (28) successive options to extend the term of the Lease, each for a period of one (1) year; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that a major element of the Ag Reserve Acquisition Program was to ensure continued agricultural operations in the Ag Reserve; continuity of farming operations assists in preserving agricultural operations in the Ag Reserve; extension of the Lease maintains continuity of existing farming operations; and the County will receive fair market value rent as determined by appraisal during the extensions of the Lease, and it is therefore in the best interest of the County to extend the Lease to preserve agricultural production on the property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall grant Tenant an additional twenty-eight (28) successive options to extend the term of the Lease, each for a period of one (1) year, pursuant to the Fourth Amendment to Lease attached hereto and incorporated herein by reference, with rent during said extended terms being adjusted to

Fair Market Value as determined by appraisal.

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

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

Section 4. Effective Date

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

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

Commissioner Melissa McKinlay, Mayor
Commissioner Mack Bernard, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger

The Mayor thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.

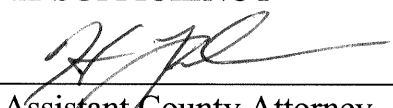
PALM BEACH COUNTY, a political
subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

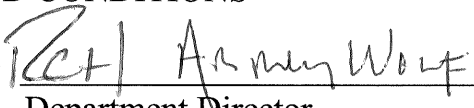
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

FOURTH AMENDMENT TO LEASE AGREEMENT
(Parcel C)

THIS FOURTH AMENDMENT is made and entered into this ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or “Landlord”, and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

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

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) on February 27, 2007 (the “First Amendment”), which, in part, provided for the future amendment of the Lease to release property required for the extension of Lyons Road through the leased premises; and

WHEREAS, County and Tenant entered into a Second Amendment to Lease Agreement (R2010-0086) dated January 12, 2010 (the “Second Amendment”), which reduced the rent, revised the method for adjusting rent and provided for the documentation of Tenant’s crop yields; and

WHEREAS, County and Tenant entered into a Third Amendment to Lease Agreement (R2010-1886) dated November 16, 2010 (the “Third Amendment”) which released the Lyons Road property from the leased premises reducing the net actual acreage of the Premises to 308.76 acres and provided for a prorata reduction of the rent; and

WHEREAS, the Lease term prior to this Fourth Amendment expires June 30, 2025; and

WHEREAS, Tenant is concerned about incremental changes to the land use and zoning regulations for the Ag Reserve and the potential impact of such changes on the Tenant’s ability to continue farming these lands consistent with the objectives for the AGR District and has requested an additional twenty-eight (28) year extension to the Lease term; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.

2. Section 1.03 Option to Renew, is hereby deleted in its entirety and replaced as follows:

Section 1.03 Option to Renew.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for thirty-four successive periods of one year each under the same terms and conditions of this Lease, except for rent adjustments as set forth in Article II, Section 2.2(b), the first of such options commencing upon the expiration of the current term July 1, 2019. Tenant shall be deemed to have exercised its then current option to extend unless the Tenant provides notice to County of its election not to exercise its option, which notice must be received by the County on or before 60 days prior to the expiration of the then current term. In the event Tenant provides notice of its election not to exercise an option, the Lease shall terminate and the parties shall be relieved of all further obligation hereunder accruing hereunder subsequent to the date of such termination.

3. Section 3.02 is hereby amended to add the following:

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

4. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.04 Non-Discrimination.

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

5. Article VII Insurance and Indemnity is hereby modified to add the following:

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

insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate(s) of Insurance.

Tenant shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this License Agreement. In the event that Tenant shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Tenant under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Tenant shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Tenant's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Tenant shall look solely to any insurance in its favor without making any claim against the County, and the Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its

insurers, waives all such insured claims against the County.

6. Article X Default of Tenant is hereby amended to add the following:

Section 10.02 Remedies

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

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

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

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

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

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

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

7. Article XIII Miscellaneous is hereby modified to add the following:

13.14 Disclosure of Beneficial Interest.

Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 13.02 of this Lease.

13.15 Public Entity Crimes.

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

13.16 Section 14.15 Headings.

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

13.17 Survival.

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

13.18 Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

13.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such

award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 13.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:	COUNTY
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: _____ Deputy Clerk	By: _____ Melissa McKinlay, Mayor

WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: _____ Assistant County Attorney	By: _____ Department Director

WITNESSES:

TENANT

BOWMAN GROWERS, INC.
a Florida corporation

Witness Signature

By: _____
Richard Bowman, President

Print Name

(SEAL)

Witness Signature

Print Name

Attachment 3
Third Amendment to Lease Agreement
(Parcel A) - 2
(8 pages each)

THIRD AMENDMENT TO LEASE AGREEMENT
(Parcel A)

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or “Landlord”, and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, Tenant entered into a Lease Agreement dated April 3, 2001 (R2001-0519) (the “Lease”) with County pursuant to which Tenant leases from County approximately 319+/- acres of farm land as defined in the Lease; and

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) dated February 27, 2007 (the “First Amendment”), which reduced the net actual acreage of the Premises to 233.96 acres and granted Tenant twelve (12) additional one-year options to extend the term of the Lease; and

WHEREAS, County and Tenant entered into a Second Amendment to Lease Agreement (R2010-0084) dated January 12, 2010 (the “Second Amendment”), which reduced the rent, revised the method for adjusting rent and provided for the documentation of Tenant’s crop yields; and

WHEREAS, the Lease term prior to this Third Amendment expires June 30, 2025; and

WHEREAS, Tenant is concerned about incremental changes to the land use and zoning regulations for the Ag Reserve and the potential impact of such changes on the Tenant’s ability to continue farming these lands consistent with the objectives for the AGR District and has requested an additional twenty-eight (28) year extension to the Lease term ; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.

2. Section 1.03 Option to Renew, is hereby deleted in its entirety and replaced as follows:

Section 1.03 Option to Renew.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for thirty-four successive periods of one year each under the same terms and conditions of this Lease, except for rent adjustments as set forth in Article II, Section 2.2(b), the first of such options commencing upon the expiration of the current term on July 1, 2019. Tenant shall be deemed to have exercised its then current option to extend unless the Tenant provides notice to County of its election not to exercise its option, which notice must be received by the County on or before 60 days prior to the expiration of the then current term. In the event Tenant provides notice of its election not to exercise an option, the Lease shall terminate and the parties shall be relieved of all further obligation hereunder accruing hereunder subsequent to the date of such termination.

3. Section 3.02 is hereby amended to add the following:

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

4. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.04 Non-Discrimination.

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

5. Article VII Insurance and Indemnity is hereby modified to add the following:

Tenant shall, at its sole expense, maintain in full force and effect at all times during the term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or

qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate(s) of Insurance.

Tenant shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this License Agreement. In the event that Tenant shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Tenant under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Tenant shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Tenant's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Tenant shall look solely to any insurance in its favor without making any claim against the County, and the Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its insurers, waives all such insured claims against the County.

6. Article X Default of Tenant is hereby amended to add the following:

Section 10.02 Remedies

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

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

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

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

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

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

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

7. Article XIII Miscellaneous is hereby modified to add the following:

13.14 Disclosure of Beneficial Interest.

Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 13.02 of this Lease.

13.15 Public Entity Crimes.

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

13.16 Section 14.15 Headings.

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

13.17 Survival.

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

13.18 Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

13.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such

award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 13.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 8. This Third Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
- 9. Except as modified by this Third Amendment, the Lease remains unmodified and in full force and effect in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

COUNTY

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By: _____
Assistant County Attorney


By: Robert Anthony Wolf
Department Director

WITNESSES:

TENANT

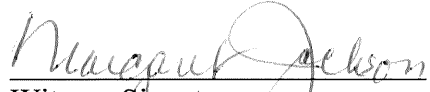
BOWMAN GROWERS, INC.
a Florida corporation



Witness Signature

By: 
Richard Bowman, President


Print Name

(SEAL)


Witness Signature


Print Name

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Attachment 4
Fourth Amendment to Lease Agreement
(Parcel B) - 2
(8 pages each)

FOURTH AMENDMENT TO LEASE AGREEMENT
(Parcel B)

THIS FOURTH AMENDMENT is made and entered into this ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or “Landlord”, and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

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

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) on February 27, 2007 (the “First Amendment”), which, in part, provided for the future amendment of the Lease to release property required for the extension of Lyons Road through the leased premises; and

WHEREAS, County and Tenant entered into a Second Amendment to Lease Agreement (R2010-0084) dated January 12, 2010 (the “Second Amendment”), which reduced the rent, revised the method for adjusting rent and provided for the documentation of Tenant’s crop yields; and

WHEREAS, County and Tenant entered into a Third Amendment to Lease Agreement (R2010-1885) dated November 16, 2010 (the “Third Amendment”) which released the Lyons Road property from the leased premises reducing the net actual acreage of the Premises to 285.249 acres and provided for a prorata reduction of the rent; and

WHEREAS, the Lease term prior to this Fourth Amendment expires June 30, 2025; and

WHEREAS, Tenant is concerned about incremental changes to the land use and zoning regulations for the Ag Reserve and the potential impact of such changes on the Tenant’s ability to continue farming these lands consistent with the objectives for the AGR District and has requested an additional twenty-eight (28) year extension to the Lease term; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.

2. Section 1.03 Option to Renew, is hereby deleted in its entirety and replaced as follows:

Section 1.03 Option to Renew.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for thirty-four successive periods of one year each under the same terms and conditions of this Lease, except for rent adjustments as set forth in Article II, Section 2.2(b), the first of such options commencing upon the expiration of the current term on July 1, 2019. Tenant shall be deemed to have exercised its then current option to extend unless the Tenant provides notice to County of its election not to exercise its option, which notice must be received by the County on or before 60 days prior to the expiration of the then current term. In the event Tenant provides notice of its election not to exercise an option, the Lease shall terminate and the parties shall be relieved of all further obligation hereunder accruing hereunder subsequent to the date of such termination.

3. Section 3.02 is hereby amended to add the following:

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

4. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.04 Non-Discrimination.

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

5. Article VII Insurance and Indemnity is hereby modified to add the following:

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

insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate(s) of Insurance.

Tenant shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this License Agreement. In the event that Tenant shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Tenant under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Tenant shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Tenant's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Tenant shall look solely to any insurance in its favor without making any claim against the County, and the Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its

insurers, waives all such insured claims against the County.

6. Article X Default of Tenant is hereby amended to add the following:

Section 10.02 Remedies

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

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

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

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

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

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

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

7. Article XIII Miscellaneous is hereby modified to add the following:

13.14 Disclosure of Beneficial Interest.

Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 13.02 of this Lease.

13.15 Public Entity Crimes.

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

13.16 Section 14.15 Headings.

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

13.17 Survival.

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

13.18 Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

13.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such

award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 13.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:	COUNTY
SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: _____ Deputy Clerk	By: _____ Melissa McKinlay, Mayor


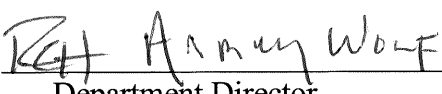
WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:  _____ Assistant County Attorney	By:  _____ Department Director

WITNESSES:

TENANT

BOWMAN GROWERS, INC.

a Florida corporation

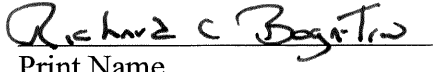


Witness Signature

By:



Richard Bowman, President



Print Name

(SEAL)



Witness Signature



Print Name

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Attachment 5
Fourth Amendment to Lease Agreement
(Parcel C) - 2
(8 pages each)

FOURTH AMENDMENT TO LEASE AGREEMENT
(Parcel C)

THIS FOURTH AMENDMENT is made and entered into this ____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or “Landlord”, and Bowman Growers, Inc., a Florida corporation, hereinafter referred to as “Tenant”.

WITNESSETH:

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

WHEREAS, County and Tenant entered into an Amendment to Lease (R2007-0347) on February 27, 2007 (the “First Amendment”), which, in part, provided for the future amendment of the Lease to release property required for the extension of Lyons Road through the leased premises; and

WHEREAS, County and Tenant entered into a Second Amendment to Lease Agreement (R2010-0086) dated January 12, 2010 (the “Second Amendment”), which reduced the rent, revised the method for adjusting rent and provided for the documentation of Tenant’s crop yields; and

WHEREAS, County and Tenant entered into a Third Amendment to Lease Agreement (R2010-1886) dated November 16, 2010 (the “Third Amendment”) which released the Lyons Road property from the leased premises reducing the net actual acreage of the Premises to 308.76 acres and provided for a prorata reduction of the rent; and

WHEREAS, the Lease term prior to this Fourth Amendment expires June 30, 2025; and

WHEREAS, Tenant is concerned about incremental changes to the land use and zoning regulations for the Ag Reserve and the potential impact of such changes on the Tenant’s ability to continue farming these lands consistent with the objectives for the AGR District and has requested an additional twenty-eight (28) year extension to the Lease term; and

WHEREAS, the parties wish to modify this Lease on the terms and conditions set forth herein.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference. All defined terms as used herein shall have the same meaning and effect as in the Lease.

2. Section 1.03 Option to Renew, is hereby deleted in its entirety and replaced as follows:

Section 1.03 Option to Renew.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition, or payment of Rent under this Lease, the right and option to renew the Term of this Lease for thirty-four successive periods of one year each under the same terms and conditions of this Lease, except for rent adjustments as set forth in Article II, Section 2.2(b), the first of such options commencing upon the expiration of the current term July 1, 2019. Tenant shall be deemed to have exercised its then current option to extend unless the Tenant provides notice to County of its election not to exercise its option, which notice must be received by the County on or before 60 days prior to the expiration of the then current term. In the event Tenant provides notice of its election not to exercise an option, the Lease shall terminate and the parties shall be relieved of all further obligation hereunder accruing hereunder subsequent to the date of such termination.

3. Section 3.02 is hereby amended to add the following:

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

4. Section 4.04 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.04 Non-Discrimination.

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

5. Article VII Insurance and Indemnity is hereby modified to add the following:

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

insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.08 Certificate(s) of Insurance.

Tenant shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: (562) 435-2999

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this License Agreement. In the event that Tenant shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Tenant under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Tenant shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Tenant's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Tenant shall look solely to any insurance in its favor without making any claim against the County, and the Tenant shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Tenant, for itself and its

insurers, waives all such insured claims against the County.

6. Article X Default of Tenant is hereby amended to add the following:

Section 10.02 Remedies

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

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

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

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

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

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

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

7. Article XIII Miscellaneous is hereby modified to add the following:

13.14 Disclosure of Beneficial Interest.

Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 13.02 of this Lease.

13.15 Public Entity Crimes.

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

13.16 Section 14.15 Headings.

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

13.17 Survival.

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

13.18 Section 14.17 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

13.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such

award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 13.20 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

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

ATTEST:

COUNTY

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

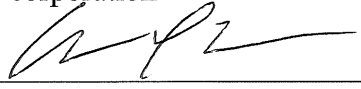
By:  _____
Department Director

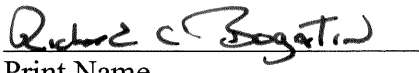
WITNESSES:

TENANT

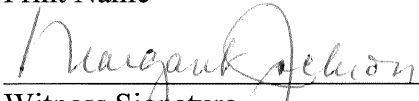
BOWMAN GROWERS, INC.
a Florida corporation



Witness Signature

By: 
Richard Bowman, President


Print Name

(SEAL)


Witness Signature


Print Name