

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 18, 2021                   Consent                   Regular  
    Ordinance                   Public Hearing

Department: COOPERATIVE EXTENSION SERVICE

Submitted By: COOPERATIVE EXTENSION SERVICE

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Agricultural Land Management Interlocal Agreement (“Agreement”) with the Palm Beach Soil and Water Conservation District (PBSWCD), for a period of three (3) years from July 1, 2021 through June 30, 2024, which continues their management of County property within the Ag Reserve that has been purchased by Palm Beach County and leased out for agricultural uses for a fee of \$61,899 per year.

**Summary:** Since July 2000, PBSWCD has managed the County’s agricultural lands under several Agricultural Land Management Interlocal Agreements. This Agreement is for a term of three (3) years, commencing on July 1, 2021, extending through June 30, 2024; it provides one (1) option to extend, for a period of three (3) years that is subject to approval by the Board in its sole discretion. The annual management fee of \$61,899 per year will be paid from agricultural leased properties owned by Palm Beach County; and the annual management fee will increase by five percent (5%) upon the exercise of the extension option. Property & Real Estate Management Division will continue to have management responsibility for the Agreement with Cooperative Extension Services assistance. (Cooperative Extension Services) Districts 3 and 5 (AH).

**Background and Justification:** The County has successfully implemented a plan to purchase lands within the Ag Reserve using the funds designated for that and other purposes as stated in the March 1999 Conservation Lands Bond Referendum. (Continued on Page 3).

**Attachments:**

- 1. Agricultural Land Management Interlocal Agreement with PBSWCD

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Recommended by:	<u>                        Ronald W. Rice                        </u>	<u>                        05/07/2021                        </u>
	Department Director	Date
Approved By:	<u>                        [Signature]                        </u>	<u>                        5/17/2021                        </u>
	County/Deputy/Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$15,475	\$61,899	\$61,899	\$46,424	
External Revenues					
Program Income(County)					
In-Kind Match(County)					
* NET FISCAL IMPACT	\$15,475	\$61,899	\$61,899	\$46,424	
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget?                      Yes X    No  
 Does this item include the use of federal funds?      Yes        No X

#### Budget Account No:

Fund	Agency	Organization	Object
1222	760	4260	3401

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

\*(Breakdown of Net Fiscal Impact is as follows: FY2021 = 3 months @ \$5,158.25; FY2022 = \$61,899; FY2023 = \$61,899; and FY2024 = 9 months @ \$5,158.25.

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS:

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

*Luz Monte* 5/10/21  
 OFMB 5/5/21

*J. J. Jacoby* 5/12/21  
 Contract Dev. & Control  
 5-12-21 TW

### B. Legal Sufficiency

*[Signature]*  
 For A. Helfant  
 Assistant County Attorney

### C. Other Department Review

*[Signature]*  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**Background and Justification (continued):**

A portion of the lands purchased has been leased for agricultural production. PBSWCD has been satisfactorily managing these lands for County for agricultural purposes since July 2000. The County has entered into several Agricultural Land Management Interlocal Agreements with PBSWCD. This Agreement allows for PBSWCD to continue managing the agricultural lands.

Since PBSWCD has the expertise and experience needed to manage the agricultural lands described in the Agreement, and has been managing the same lands for the County for the past twenty one (21) years, staff is recommending that this Agreement be approved. The relationship PBSWCD has with the agricultural community and their understanding of agricultural practices have given them the ability to meet the needs of the County and assist in enhancing the agricultural industry's ability to stay productive in the Ag Reserve. This has relieved the County of the need to hire permanent staff to manage the agricultural lands. Since the last agreement, 100% ownership of the McMurrain Property was transferred to the County by South Florida Water Management District. PBSWCD included, at no additional cost, the development and management of FDACS BMP's for the McMurrain parcel with Pero Family Farms, Inc. The Property and Real Estate Management Division (PREM) has handled the leasing of land, collected the lease fees, interfaced with the PBSWCD, received reports from them on the lease management, and received and processed invoices from PBSWCD for management services pursuant to the Agreement. The Cooperative Extension Service Department has assisted in the process by providing input as needed or requested to PREM and PBSWCD on issues related to the management of the agricultural lands for specific crops.

It is necessary for PBSWCD to charge a fee to cover the cost of their management oversight. PREM will continue to monitor the expenditure of funds through this program fee. A special revenue fund has been established to receive lease revenue and provide for the costs associated with PBSWCD Management fees and a reserve balance for other BCC approved fund expenditures. This fund has been set up in the financial records where the Agreement and corresponding management fee is established.

## **AGRICULTURAL LAND MANAGEMENT INTERLOCAL AGREEMENT**

This AGRICULTURAL LAND MANAGEMENT INTERLOCAL AGREEMENT (“Agreement”) is entered into on this \_\_\_\_\_, between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “County” and Palm Beach Soil & Water Conservation District, a special district created by the Legislature of the State of Florida, hereinafter referred to as “PBSWCD”, herein referred to collectively as the “Parties”.

### **WITNESSETH:**

**WHEREAS**, PBSWCD was created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 582, Florida Statutes which include entering into agreements with public agencies, private corporations or other persons; and

**WHEREAS**, Chapter 125, Florida Statutes, authorizes the County to convey rights in County owned lands to governmental entities under terms and conditions to be determined by the County; and

**WHEREAS**, a portion of lands purchased by the County with funds from the March 1999 Conservation Lands Bond Referendum have been or will be leased to persons for agricultural production; and

**WHEREAS**, it is necessary that these lands be managed to insure that the goals of the purchase and lease program are met; and

**WHEREAS**, PBSWCD is empowered to manage lands or interests in land to which the County has acquired title, pursuant to Section 582.20, Florida Statutes; and

**WHEREAS**, PBSWCD desires to manage portions of certain County property as further described in Exhibit “A”, attached hereto and made a part of, and hereinafter referred to as “the Premises”, and

**WHEREAS**, the County hereby authorizes the management of these lands by the PBSWCD; and

**WHEREAS**, PBSWCD represents that it is qualified to perform these services, and can be awarded an agreement.

**NOW, THEREFORE**, the County and PBSWCD, for and in consideration of the mutual covenants and agreements flowing from each to the other, do hereby agree as follows:

### **ARTICLE 1 – GRANT OF AUTHORITY TO AND RESPONSIBILITIES OF PBSWCD**

- 1.1 The Premises, located in the area more commonly referred to as “The Agricultural Reserve,” subject to this Agreement is situated in Palm Beach County, State of Florida, and is more particularly described in Exhibit “A”.
- 1.2 PBSWCD shall manage a portion of the Premises, which will be leased for agricultural production.
- 1.3 PBSWCD, in cooperation with the County, will maintain a management plan that addresses each parcel on the Premises based on the crops being grown by the lessees. This plan will provide ongoing reasonable assurance that acceptable agricultural practices are being conducted in the form of verified implementation of best management practices (BMPs)

agreed to by the lessees and PBSWCD minimizing any impact to the land or offsite water quality. These BMPs and their implementation should be consistent with acceptable agricultural practices, the recommendations of the University of Florida Institute of Food and Agricultural Sciences (IFAS) and those of USDA Natural Resources Conservation Service (NRCS).

- 1.4 PBSWCD shall provide a quarterly report to County on the status of the Premises including change in crops, status of implementation of BMPs, (water management, nutrient, soil erosion-sediment control, pest management and other BMPs as agreed to) and notations of variations in agricultural or other practices that have the potential of degrading the land for continued agricultural purposes. On the latter, a memo of notification shall be sent by PBSWCD to the County within 30 days from the time the practice is noted by PBSWCD, with a record of how PBSWCD has communicated with the lessee to have the agricultural practice of concern modified to stop any potential property degradation. PBSWCD will provide an annual report to the County and note any suggested changes to the properties on the Premises that have the potential for enhancing the lease program and overall management of the properties on the Premises for agricultural purposes.
- 1.5 PBSWCD, by mutual agreement with the County, may assume management of other agricultural leases within the Agricultural Reserve in Palm Beach County as part of this Agreement by written amendment.
- 1.6 PBSWCD shall, at its sole expense, obtain, maintain and comply with all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, during the Term of this Agreement and any extension hereof.

## **ARTICLE 2 – CONTRACT AMOUNT**

- 2.1 County shall reimburse PBSWCD a total annual not-to-exceed contract amount of \$61,899. PBSWCD shall invoice County monthly for payment for the performance of management services based on one-twelfth of the annual fee of \$61,899.
- 2.2 On the third anniversary date of the Commencement Date of this Agreement the annual contract amount shall be adjusted by multiplying the then current annual contract amount by one hundred and five percent (105%).

## **ARTICLE 3 – TERM AND EFFECTIVE DATE OF THE AGREEMENT**

- 3.1 This Agreement shall be effective upon the Effective Date as defined hereinafter. The term of this Agreement shall commence on July 1, 2021 (the “Commencement Date”) and shall extend for a period of three (3) years thereafter (the “Term”), unless sooner terminated pursuant to the provisions of this Agreement.
- 3.2 County hereby grants to PBSWCD, provided PBSWCD is not then in default of this Agreement, the right and option to extend the Term of this Agreement for one (1) period of three (3) years under the same terms and conditions as this Agreement and commencing upon the expiration of the initial Term of this Agreement. Any extension requested by PBSWCD shall be subject to approval by the Board of County Commissioners in its sole discretion. PBSWCD shall exercise its option to request an extension, if at all, by written notice to the County received by the County on or before ninety (90) days prior to the expiration of the initial Term of this Lease. Failure of PBSWCD to duly and timely exercise its option to request an extension of the Term of this Agreement shall be deemed a waiver of PBSWCD 's right to said extension option.

3.3 Effective date of this Agreement. This Agreement is expressly contingent upon the approval of the 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.

#### ARTICLE 4 – PROJECT MANAGEMENT/NOTICE

4.1 The Project Manager for the County is Purvi Bhogaita, Director, Property and Real Estate Management, 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, telephone (561) 233-0217. The Project Manager for PBSWCD is Ramon Santiago, P.E., at PBSWCD, 420 S. State Road 7, Suite 162, Royal Palm Beach, Florida 33414, telephone (561) 792-2727, Ext. 3. The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

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

a) If to PBSWCD at:

Palm Beach Soil and Water Conservation District  
420 S. State Road 7, Suite 162  
Royal Palm Beach, Florida 33414

b) If to the County at:

Palm Beach County Board of County Commissioners  
Property and Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33406

With a copy to:

Palm Beach County Attorney’s Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

PBSWCD shall also provide a copy of all notices to the County’s Project Manager. Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

**ARTICLE 5 – LIMITATION OF LIABILITY**

5.1 The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or PBSWCD pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, PBSWCD shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of PBSWCD's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE 6 – INSURANCE**

6.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, PBSWCD acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event PBSWCD maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 786.28 Florida Statutes, PBSWCD's insurance certificate is attached hereto and incorporated herein as Exhibit "B". In addition, nothing contained herein shall be construed as a waiver of limitations of liability which may be enjoyed by the County as a landowner, or any other law providing limitations on claims against the landowner.

**ARTICLE 7 – TERMINATION/REMEDIES**

7.1 Termination for cause will be provided by written notice with thirty (30) calendar days to correct the deficiency. If PBSWCD fails to correct the deficiency within this time, or within a cure period agreed to by the Parties, the County Project Manager will have the option to terminate this Agreement at the expiration of said time period. The County Project Manager may terminate this Agreement without cause by providing thirty (30) calendar days notice to PBSWCD. Should this Agreement be terminated for any reason, legitimate obligations shall be paid during the cure period with prior approval of the County Project Manager so as to provide continuity of the business activities and maintain PBSWCD's credit standing. Termination of this Agreement by PBSWCD must be based on a super majority vote of no less than 4 out of 5 Supervisors of PBSWCD.

**ARTICLE 8 – RECORDS RETENTION/OWNERSHIP**

8.1 Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if PBSWCD: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., PBSWCD shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time PBSWCD is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or

as otherwise provided by law. PBSWCD further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if PBSWCD does not transfer the records to the public agency.

D. Upon completion of the Agreement PBSWCD shall transfer, at no cost to the County, all public records in possession of PBSWCD unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If PBSWCD transfers all public records to the County upon completion of the Agreement, PBSWCD shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If PBSWCD keeps and maintains public records upon completion of the Agreement, PBSWCD shall meet all applicable requirements for retaining public records. All records stored electronically by PBSWCD must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of PBSWCD to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. PBSWCD acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

#### **ARTICLE 9 – STANDARDS OF COMPLIANCE**

- 9.1 PBSWCD, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations, relating to the performance of this Agreement. The County undertakes no duty to ensure such compliance, but will attempt to advise the PBSWCD, upon request, as to any such laws of which it has present knowledge.
- 9.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit in and for Palm Beach County.
- 9.3 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.

#### **ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 PBSWCD is an independent contractor and is not an employee or agent of the County. Nothing in this Agreement shall be interpreted to establish any relationship other than that



of an independent contractor, between the County and PBSWCD, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. PBSWCD is free to provide similar services for others.

- 10.2 PBSWCD shall not assign or sublease, delegate, or otherwise transfer its rights, duties, and obligations as set forth in this Agreement, without the prior written approval of the County. Any attempted assignment in violation of this provision shall be void.
- 10.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

#### **ARTICLE 11 – GENERAL PROVISIONS**

- 11.1 Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect. This provision shall not apply if this Agreement specifies that performance by PBSWCD is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this Agreement shall conflict, or appear to conflict, this Agreement, including all exhibits, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that this Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This Agreement may be amended only with the written approval of the Parties hereto.
- 11.6 This Agreement states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject of this Agreement. PBSWCD recognizes that any representations, statements or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship

unless they have been reduced to writing and signed by an authorized County representative. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest. PBSWCD acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

- 11.7 The Parties agree that time is of the essence in the performance of each and every obligation under this Agreement.
- 11.8 This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County for each fiscal year.
- 11.9 The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement.
- 11.10 No provision of this Agreement 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 Agreement, including, but not limited to, any citizen or employees of County and/or PBSWCD.
- 11.11 PBSWCD warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the PBSWCD's subcontractors/subconsultants performing the duties and obligations of this Agreement are registered with and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

PBSWCD shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. PBSWCD shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that PBSWCD has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that PBSWCD's subcontractor/subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify PBSWCD to terminate its contract with the subcontractor/subconsultant and PBSWCD shall immediately terminate its contract with the subcontractor/subconsultant.

If County terminates this Agreement pursuant to the above, PBSWCD shall be barred from being awarded a future contract by County for a period of one (1) year from the date on

which this Agreement was terminated. In the event of such contract termination, PBSWCD shall also be liable for any additional costs incurred by County as a result of the termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

BY: \_\_\_\_\_  
Deputy Clerk


BY: \_\_\_\_\_  
Dave Kerner, Mayor

PALM BEACH SOIL & WATER  
CONSERVATION DISTRICT

By:  \_\_\_\_\_  
Eva Webb, Secretary/Treasurer

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

BY:  \_\_\_\_\_  
Anne Helfant  
Assistant County Attorney

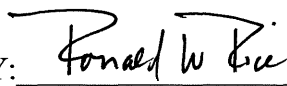
BY:  \_\_\_\_\_  
Ronald Rice,  
Department Director

EXHIBIT "A"

"MANAGED AG PROPERTIES"

LEGAL DESCRIPTIONS

- Bedner Growers, Inc.
- Bowman Farms, Parcels A, B & C
- Pero Farms, Inc. (York)
- Pero Family Farms, Inc. (McMurrain)
- Amestoy (1) and (2)
- K & M Nursery, Inc.

**Bedner Growers, Inc.**  
**Legal Description**

Lands being comprised of all or portions thereof of Tracts 2 through 8 inclusive, Tracts 25 through 30 inclusive, Tracts 35 through 40 inclusive, Tracts 57 through 62 inclusive, Tracts 67 through 72 inclusive, Tracts 89 through 93 inclusive, and Tracts 100 through 104 inclusive, Section 8, PALM BEACH FARMS CO. PLAT NO. 1, according to the plat thereof as recorded in Plat Book 2, at Page 26 of the Public Records of Palm Beach County, Florida, being more particularly described in the following two (2) parcels:

**PARCELA**

Commencing at a found Palm Beach County brass disc in concrete at the Northwest corner of Section 7, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North  $89^{\circ}06'56''$  East as a basis of bearings along the North line of said Section 7, a distance of 5,530.83 feet to the Northeast corner of said Section 7, also being the Northwest corner of Section 8, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North  $89^{\circ}00'55''$  East along the North line of said Section 8, a distance of 2,646.06 feet to the Northwest corner of the East one-half (1/2) of said Section 8; thence South  $00^{\circ}12'27''$  East along the West line of the East one-half (1/2) of said Section 8, a distance of 2,768.83 feet; thence South  $89^{\circ}54'25''$  East, a distance of 21.12 feet to the POINT OF BEGINNING; thence continue South  $89^{\circ}54'25''$  East along a line being 38.28 feet South of and parallel to (as measured at right angles) the North line of Tract 72, Section 8, Palm Beach Farms Co. Plat No. 1, as recorded in Plat Book 2, Page 26 of the Public Records of Palm Beach County, Florida, a distance of 342.09 feet; thence South  $00^{\circ}37'38''$  East along the East line of said Tract 72 also being the West line of Tract 71 of said plat, a distance of 7.92 feet; thence South  $89^{\circ}54'25''$  East along a line being 46.20 feet South of and parallel to (as measured at right angles) the North line of Tracts 67 through 71 of said plat, a distance of 1,348.89 feet, the preceding three (3) courses also being coincident with the Southerly limits of the Lake Worth Drainage District Lateral-31 according to Chancery Case 407 recorded in Official Record Book 6495, Page 1165 of the Public Records of Palm Beach County, Florida; thence South  $09^{\circ}39'48''$  West along the West right-of-way line of the E2-W canal as recorded in Deed Book 1111, Page 667 of the Public Records of Palm Beach County, Florida, a distance of 1,226.52 feet to the point of curvature of a circular curve to the left; thence Southerly along the arc of said curve having a radius of 11,709.16 feet and a central angle of  $02^{\circ}04'55''$ , a distance of 425.46 feet; thence South  $89^{\circ}32'78''$  West along a line being 321.00 feet North of and parallel to (as measured at right angles) the South line of Tracts 100 through 104 of said plat of Palm Beach Farms Co. Plat No. 1, a distance of 1,402.39 feet; thence North  $00^{\circ}39'39''$  West along the centerline of a 30 foot wide road and a portion of the West line, of Tract 104 of said plat, a distance of 15.15 feet; thence North  $89^{\circ}46'38''$  East, a distance of 15.00 feet; thence North  $00^{\circ}39'39''$  West along a line being 15.00 feet East of and parallel to (as measured at right angles) said centerline, a portion of the West line of Tract 104, the West line of Tract 89, and a portion of the West line of Tract 72 of said plat, a distance of 1,624.79 feet; thence North  $89^{\circ}54'25''$  West along a line being 50.00 feet South of and parallel to (as measured at right angles) the North line of said Tract 72, a distance of 15.00 feet, the preceding three (3) courses also being coincident with the Starkey Road right-of way dedication recorded in Official Record Book 7542, Page 1288 of the Public Records of Palm Beach County, Florida; thence North  $00^{\circ}39'39''$  West along the centerline of said 30 foot wide road and the West line of a portion of said Tract 72, a distance of 11.72 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Palm Beach County, Florida

Containing 2,503,966 square feet or 57.483 acres more or less

Bedner Growers, Inc.  
Legal Description

PARCELS

Commencing at a found Palm Beach County brass disc in concrete at the Northwest corner of Section 7, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North  $89^{\circ}06'56''$  East as a basis of bearings along the North line of said Section 7, a distance of 5,530.83 feet to the Northeast corner of said Section 7, also being the Northwest corner of Section 8, Township 46 South, Range 42 East, Palm Beach County, Florida; thence North  $89^{\circ}00'55''$  East along the North line of said Section 8, a distance of 2,646.06 feet to the Northwest corner of the East one-half (1/2) of said Section 8; thence South  $00^{\circ}12'77''$  East along the West line of the East one-half (1/2) of said Section 8, a distance of 90.12 feet to the POINT OF BEGINNING; thence North  $89^{\circ}00'55''$  East along a line being 90.11 feet South of and parallel to (as measured at right angles) the North line of Tract 8, Section 8, Palm Beach Farms Co. Plat No. 1, as recorded in Plat Book 2, Page 26 of the Public Records of Palm Beach County, Florida, a distance of 343.56 feet; thence South  $00^{\circ}37'38''$  East along the East line of said Tract 8, also being the West line of Tract 7 of said plat, a distance of 0.53 feet; thence North  $89^{\circ}00'55''$  East along a line being 90.64 feet South of and parallel to (as measured at right angles) the North line of said Tract 7 and the North line of Tract 6 of said plat, a distance of 653.62 feet; thence North  $00^{\circ}38'31''$  West along the East line of said Tract 6 also being the West line of Tract 5 of said plat, a distance of 0.53 feet; thence North  $89^{\circ}00'55''$  East along a line being 90.11 feet South of and parallel to (as measured at right angles) the North line of said Tract 5, a distance of 326.75 feet; thence South  $00^{\circ}40'18''$  East along the East line of said Tract 5 also being the West line of Tract 4 of said plat, a distance of 0.53 feet; thence North  $89^{\circ}00'55''$  East along a line being 90.64 feet South of and parallel to (as measured at right angles) the North line of said Tract 4, a distance of 326.85 feet; thence South  $00^{\circ}42'01''$  East along the East line of said Tract 4 also being the West line of Tract 3 of said plat, a distance of 0.03 feet; thence North  $89^{\circ}00'55''$  East along a line being 90.67 feet South of and parallel to (as measured at right angles) the North line of said Tract 3 a distance of 326.75 feet; thence North  $00^{\circ}43'48''$  West along the East line of said Tract 3 also being the West line of Tract 2 of said plat, a distance of 0.03 feet; thence North  $89^{\circ}00'55''$  East along a line being 90.64 feet South of and parallel to (as measured at right angles) the North line of said Tract 2, a distance of 19.54 feet, the preceding eleven (11) courses also being coincident with the Southerly limits of the Lake Worth Drainage District Lateral-30 as mentioned in Chancery Case 407, recorded in Official Record Book 6495 Page 1165 of the Public Record of Palm Beach County Florida; thence South  $00^{\circ}20'12''$  East along the West right-of-way line of the E2-W canal as recorded in Deed Book 1127, Page 250 of the Public Records of Palm Beach County, Florida, a distance of 91.12 feet to the point of curvature of a circular curve to the right; thence Southerly along the West right-of-way line of said E2-W canal and the arc of said curve having a radius of 11,209.16 feet and a central angle of  $10^{\circ}00'00''$ , a distance of 1,956.37 feet; thence South  $09^{\circ}39'48''$  West along the West right-of-way line of said E2-W canal, a distance of 632.44 feet; thence North  $89^{\circ}54'25''$  West along a line being 15.00 feet North of and parallel to (as measured at right angles) the South line of Tracts 57 through 62 of said plat of Palm Beach Farms Co. Plat No. 1 said line also being the North line of the Lake Worth Drainage District Lateral-31 as recorded in Official Record Book 1585, Page 505 of the Public Records of Palm Beach County, Florida a distance of 1,687.09 feet; thence North  $00^{\circ}39'39''$  West along a line being 15.00 feet East of and parallel to (as measured at right angles) the West line of Tracts 57 and a portion of Tract 40 of said plat, a distance of 931.84 feet to the point of curvature of a circular curve to the left; thence Northerly along the arc of said curve having a radius of 2,421.67 feet and a central angle of  $06^{\circ}22'50''$ , a distance of 269.68 feet to a point on the West line of a portion of Tract 40 of said plat, the preceding two (2) courses also being coincident with the Starkey Road right-of-way dedication as recorded in Official Record Book 7542 Page 1261 of the Public Records of Palm Beach County, Florida; thence North  $00^{\circ}39'39''$  West along a portion of the West line of Tract 40, the West line of Tract 25, and a portion of the West line of Tract 8 of said plat, a distance of 1,424.85 feet; thence North  $89^{\circ}00'55''$  East along a line being 90.11 feet South of and parallel to (as measured at right angles) the North line of Tract 8 of said plat, a distance of 0.08 feet to the POINT OF BEGINNING.

**Bedner Growers, Inc.**  
**Legal Description**

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 4,993,026 square feet or 114.624 acres more or less.

TOGETHER WITH

PARCEL D:

North 1/2 of the NW 1/4 of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

PARCEL E:

Being the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

PARCEL F:

Being the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

Said lands cumulatively being 90.27 acres more or less.

TOGETHER WITH

An easement for ingress and egress over the North 50 feet of the South one-half (S 1/2) of the North one-half (N 1/2) of Section 13, Township 45 South, Range 41 East, Palm Beach County, Florida.

LESS AND EXCEPT THE FOLLOWING TWO WETLANDS PARCELS AS SHOWN ON THE SURVEY PREPARED BY DENNIS J. LEAVY AND ASSOCIATES, JOB NO. 01 -027, REV-2, DATED 5/1/01, AS REVISED 6/18/01:

1. The West Preserve Area - 12.38 +/- acres
2. The South Preserve Area - 4.16 +/- acres



## **Bowman Farms Legal Description**

File Number: 2101015  
PARCEL A:

TRACT 9, LESS THE NORTH 54.83 FEET THEREOF AND TRACTS 10, 12, 14, AND 16, LESS THE NORTH 78.8 FEET THEREOF; TRACTS 11, 13 AND 15, LESS THE NORTH 75.98 FEET THEREOF; TRACTS 17 THROUGH 24, INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 50, INCLUSIVE; LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 51 THROUGH 58, INCLUSIVE; LESS THE NORTH 38.28 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE; TRACTS 109 THROUGH 111, INCLUSIVE; AND TRACTS 113 THROUGH 120, INCLUSIVE; LESS THE SOUTH 15 FEET THEREOF; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 15.0 FEET OF TRACTS 9, 24, 41, 56, 73, 88, 109 AND 120 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

THE EAST 15.0 FEET OF TRACT 9, LESS THE NORTH 54.83 FEET THEREOF; THE EAST 15.0 FEET OF TRACT 24, THE EAST 15.0 FEET OF TRACT 41, LESS THE SOUTH 65.5 FEET THEREOF; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**THE EAST 15.0 FEET OF THE SOUTH 65.5 FEET OF TRACT 41; THE EAST 15.0 FEET OF TRACTS 56, 73, 88, 109 AND 120; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

File Number: 2101040  
PARCEL B:

TRACT 1, LESS THE NORTH 87.95 FEET THEREOF; TRACT 2, LESS THE NORTH 82.67 FEET THEREOF; TRACTS 3, 5 AND 7, LESS THE NORTH 75.98 FEET THEREOF; TRACT 4 AND 6, LESS THE NORTH 76 FEET THEREOF; TRACT 8, LESS THE NORTH 75.54 FEET THEREOF; TRACTS 25 THROUGH 40, INCLUSIVE; TRACTS 58 THROUGH 64, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; TRACTS 65 THROUGH 71, INCLUSIVE, LESS THE NORTH 39.60 FEET THEREOF; TRACT 72, LESS THE NORTH 40.0 FEET THEREOF; TRACTS 89 THROUGH 104, INCLUSIVE; AND TRACTS 121 THROUGH 128, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF; BLOCK 7, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE WEST 15.0 FEET OF TRACTS 8, 25, 40, 72, 89, 104 AND 121 FOR ROAD RIGHT OF WAY FOR SMITH-SUNDY ROAD.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS DESIGNATED PARCELS B-1, B-2 AND B-3:

PARCEL B-1:

A PORTION OF TRACTS 121 AND 122, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26, 27 AND 28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE NORTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 32 (SAID NORTH RIGHT OF WAY LINE BEING A LINE 15 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 42 EAST AND THE SOUTH LINE OF SAID BLOCK 7); THENCE NORTH 0°21'59" EAST, ALONG THE SAID EAST LINE OF SMITH-SUNDY ROAD, A DISTANCE OF 649.49 FEET; THENCE SOUTH 89°38'01" EAST, A DISTANCE OF 316.93 FEET; THENCE SOUTH 0°21'59" WEST, A DISTANCE OF 310.12 FEET; THENCE SOUTH 89°38'01" EAST, A DISTANCE OF 192.65 FEET; THENCE SOUTH 0°21'59" WEST, A DISTANCE OF 338.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID LATERAL CANAL NO. 32; THENCE NORTH 89°43'47" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 309.58 FEET TO THE POINT OF BEGINNING.

**Bowman Farms**  
**Legal Description**

PARCEL B-2

BEING A PORTION OF TRACTS 89, 90, 103 AND 104, BLOCK 7 PALM BEACH FARMS COMPANY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SMITH-SUNDY ROAD WITH THE SOUTH LINE OF SAID BLOCK7; THENCE NORTH 0 21' 59" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SMITH-SUNDY ROAD, A DISTANCE OF 977.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0 21'59" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 422.13 FEET; THENCE SOUTH 09 38'01" EAST, A DISTANCE OF 556.43 FEET; THENCE SOUTH 10 49'15" WEST, A DISTANCE OF 429.26 FEET; THENCE NORTH 09 38'01" WEST, A DISTANCE OF 478.54 FEET TO THE POINT OF BEGINNING.

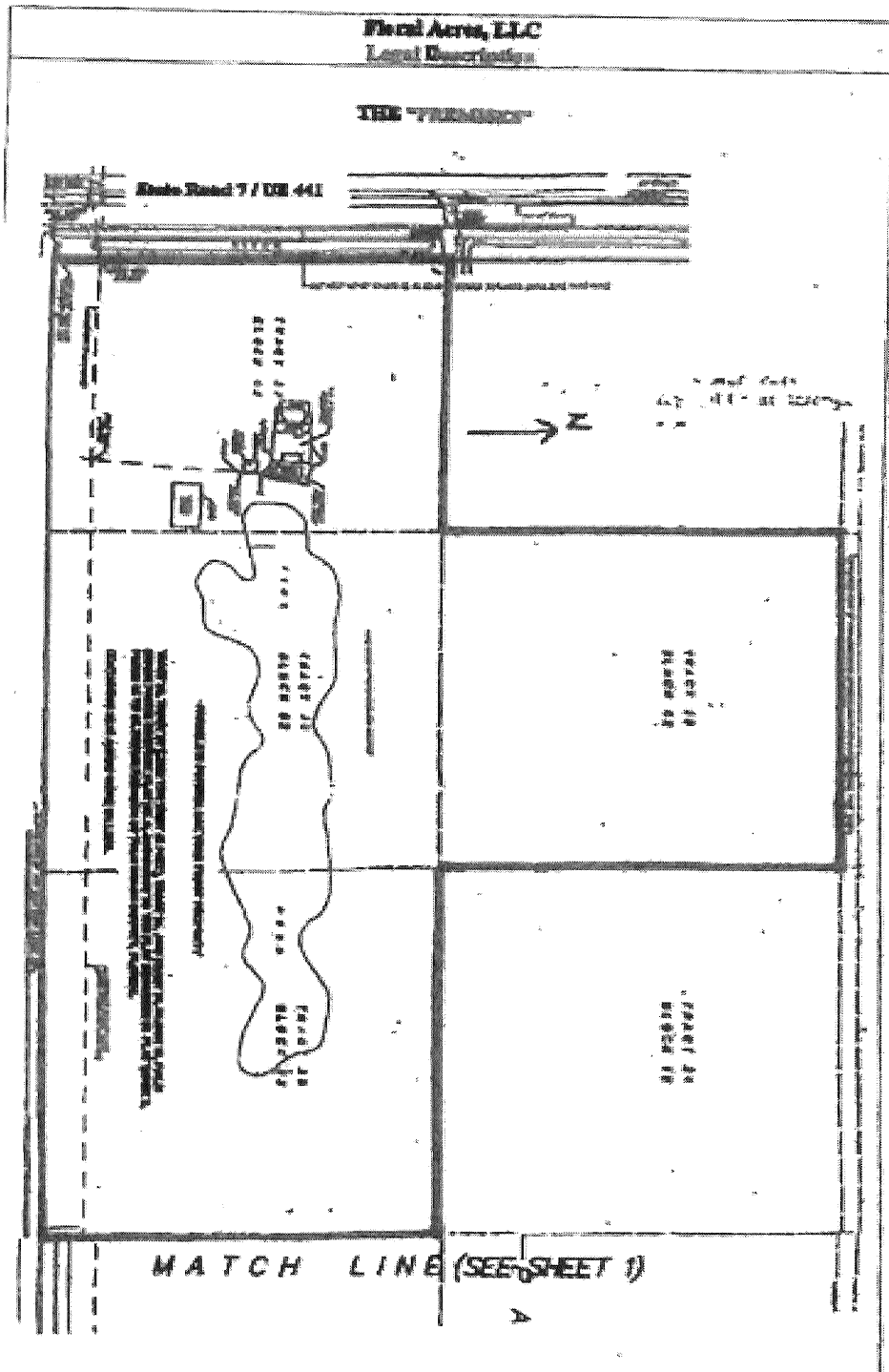
PARCEL D-3

THE SOUTH 395.00 FEET OF TRACT 40, BLOCK7, PALM BEACH FARMS COMPANY PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE WEST 15 FEET THEREOF FOR ROAD RIGHT OFWAY FOR SMITH-SUNDY ROAD.

File Number 2101039

PARCEL C

TRACTS 9, 11, 13 AND 15, LESS THE NORTH 90.64 FEET THEREOF; TRACTS 10, 12 AND 14, LESS THE NORTH 90.67 FEET THEREOF; TRACT 16, LESS THE NORTH 90.11 FEET THEREOF; TRACTS 17 THROUGH 24 INCLUSIVE; TRACTS 41 THROUGH 48, INCLUSIVE; TRACTS 49 THROUGH 56, INCLUSIVE, LESS THE SOUTH 15.0 FEET THREEREOF; TRACTS 73 THROUGH 77, INCLUSIVE, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 78 AND 79, LESS THE NROTH 32.0 FEET THEREOF; TRACT 80, LESS THE NORTH 31.68 FEET THEREOF; TRACTS 81 THROUGH 88, INCLUSIVE, TRACTS 105 THROUGH 112, INCLUSIVE; AND TRACTS 113 THROUGH 120, INCLUSIVE, LESS THE SOUTH 15.0 FEET THEREOF, BLOCK 8, PALM BEACH FARMS CO. PLAT NO. 1, AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE REIGHT OF WAY OF STARKEY ROAD CONVEYED TO THE COUNTY OF PALM BEACH BY THE DEED RECORDED IN OFFICAL RECORD BOOK 4325, PAGE 1661, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



**Pero Farms, Inc. (York)**  
**Legal Description**

TRACT 25, LESS THE EAST 29 FEET FOR LYONS ROAD RIGHT OF WAY, TRACTS 29 THROUGH 32, AND THE E 1/2 OF THE 30 FOOT ABANDONED RIGHT OF WAY WEST OF AND ADJACENT TO TRACT 32; TRACT 41 TOGETHER WITH THE E 1/2 OF THE 30 FOOT ABANDONED RIGHT OF WAY LYING WEST OF AND ADJACENT TO TRACT 41 AND TRACTS 42 THROUGH 48, LESS THE EAST 29 FEET OF TRACT 48 FOR LYONS ROAD RIGHT OF WAY, IN BLOCK 62 OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

TRACTS 33 AND 40, TOGETHER WITH THE W 1/2 OF THE ABANDONED RIGHT OF WAY LYING EAST OF AND ADJACENT TO TRACTS 33 AND 40, BLOCKS 62 OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

and

TRACT 10 (LESS THE NORTH THIRTY FEET), TRACT 11 (LESS THE NORTH THIRTY FEET), TRACT 12 (LESS THE NORTH THIRTY FEET AND WEST FORTY FEET), TRACT 13 (LESS THE WEST FORTY FEET), TRACT 14, TRACT 15, TRACT 34, TRACT 36 (LESS THE WEST FORTY FEET).

ALL OF WHICH ARE LOCATED IN BLOCK 62 IN PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT, RECORDED IN PLAT BOOK 2 AT PAGES 45 TO 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THAT THIRTY FOOT PLATTED ROAD RIGHT OF WAY, ABANDONED BY PALM BEACH COUNTY RESOLUTION 873-263 AND RECORDED IN OFFICIAL RECORD BOOK 2178, PAGE 1018, RUNNING EAST AND WEST LYING BETWEEN THE FOLLOWING PARCELS OF LAND:

TRACT 13 (LESS THE WEST FORTY FEET), TRACT 14 AND TRACT 15, ON THE NORTH, AND TRACT 34, TRACT 35, AND TRACT 36 (LESS THE WEST FORTY FEET) ON THE SOUTH.

ALL OF WHICH ARE LOCATED IN BLOCK 62 IN PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT, RECORDED IN PLAT BOOK 2 AT PAGES 45 TO 54, ALL THE ABOVE BEING IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

and

TRACTS 1 THROUGH 9, AND TRACTS 16 THROUGH 24, BLOCK 62, PALM BEACH FARMS COMPANY PLAT # 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY.

TOGETHER WITH (1) 30 FOOT ABANDONED RIGHT OF WAY LYING BETWEEN TRACTS 8 & 9 (LESS NORTH 30 FEET) AND TRACTS 16 & 17, AND (2) 30 FOOT ABANDONED RIGHT OF WAY LYING SOUTH OF TRACTS 15-24 (LESS EAST 29 FEET), AND THAT PART OF THE 30 FOOT RIGHT OF WAY LOCATED IN BLOCK 62 OF THE PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY A LINE BEING CONNECTED FROM THE SOUTHEAST CORNER OF TRACT 16 TO THE SOUTHWEST CORNER OF TRACT 17; BOUNDED ON THE EAST BY A LINE BEING CONNECTED FROM THE SOUTHWEST CORNER OF TRACT 17 TO THE NORTHWEST CORNER OF TRACT 32; BOUNDED ON THE SOUTH BY A LINE BEING CONNECTED FROM THE NORTHWEST CORNER OF TRACT 32 TO THE NORTHEAST CORNER OF TRACT 33; BOUNDED ON THE WEST BY A LINE BEING CONNECTED FROM THE NORTHEAST CORNER OF TRACT 33 TO THE SOUTHEAST CORNER OF TRACT 16.

AND EXCLUDING THEREFROM THE EAST 29 FEET OF TRACTS 1 & 24 (LYONS ROAD RIGHT OF WAY) AND NORTH 30 FEET OF TRACTS 1-9 (LAKE WORTH DRAINAGE DISTRICT - LATERAL CANAL NO. 2B).

**Pero Family Farms, Inc. (McMurrain)**  
**Legal Description**

LANDS BEING COMPRISED OF ALL OR PORTIONS THEREOF OF TRACTS 1 THROUGH 38 INCLUSIVE, AND TRACTS 40 THROUGH 54 INCLUSIVE, BLOCK 65, "THE PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA TOGETHER WITH A PORTION OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN THE FOLLOWING FIVE (5) PARCELS.

PARCEL NO. 1

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND BLOCK 65, A DISTANCE OF 71.94 FEET; THENCE S.88°59'00"W., DEPARTING SAID EAST LINE, A DISTANCE OF 232.37 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE FOR STATE ROAD NO. 7 (U.S. HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 93210-2524, SHEETS 6 THROUGH 10 (LAST REVISION DATE 11-02-99, 2-5-98, 11-2-99, 2-5-98, AND 2-5-98, RESPECTIVELY), AND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10644, PAGE 353 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL 1, THENCE S.89°51'07"W., ALONG A LINE 30.36 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACTS 1 AND 2, BLOCK 65, A DISTANCE OF 1113.22 FEET TO A POINT ON THE WEST LINE OF TRACT 2, BLOCK 65; THENCE N.00°02'29"W., ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 0.66 FEET, THENCE S.89°51'07"W., ALONG A LINE 29.70 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 3, BLOCK 65, A DISTANCE OF 660.05 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 3; THENCE S.00°02'16"E., ALONG THE WEST LINE OF SAID TRACT 3, A DISTANCE OF 4.62 FEET; THENCE S.89°51'07"W., ALONG A LINE 34.32 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 4, BLOCK 65, A DISTANCE OF 675.05 FEET TO THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.00°02'03"E., ALONG SAID CENTERLINE, A DISTANCE OF 30.85 FEET; THENCE S.89°37'57"W., ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID SECTION 12 AND THE NORTH LINE OF SAID BLOCK 65, A DISTANCE OF 2489.54 FEET; THENCE S.00°33'24"E., ALONG A LINE 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION 12 AND THE WEST LINE OF SAID BLOCK 65, A DISTANCE OF 585.48 FEET TO A POINT ON THE SOUTH LINE OF TRACT 7, BLOCK 65; THENCE N.89°57'53"E., ALONG THE SOUTH LINE OF SAID TRACT 7, A DISTANCE OF 75.00 FEET; THENCE S.00°33'24"E., ALONG A LINE 150.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF TRACT 8, BLOCK 65, A DISTANCE OF 675.04 FEET TO THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.89°57'52"W., ALONG SAID CENTERLINE, A DISTANCE OF 105.12 FEET; THENCE S.00°33'24"E., ALONG A LINE 44.88 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF TRACTS 21 AND 22, BLOCK 65, A DISTANCE OF 1335.66 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 22; THENCE N.89°57'23"E., ALONG THE SOUTH LINE OF TRACTS 22 THROUGH 28, INCLUSIVE, A DISTANCE OF 4991.30 FEET TO A POINT IN THE AFOREMENTIONED WEST RIGHT OF WAY FOR STATE ROAD NO. 7 (U.S. HIGHWAY 441); THENCE N.01°03'04"W., ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 2649.82 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPTING FROM PARCEL 1 THE EAST 1/4 OF TRACT 2, BLOCK 65 OF PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

**Pero Family Farms, Inc. (McMurrain)**  
**Legal Description**

TOGETHER WITH PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND BLOCK 65, A DISTANCE OF 2796.87 FEET; THENCE S.88°59'00"W, DEPARTING SAID EAST LINE, A DISTANCE OF 230.73 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE FOR STATE ROAD NO.7 (U.S. HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 93210-2524, SHEETS 6 THROUGH 10 (LAST REVISION DATE 11-02-99, 2-5-98, 11-2-99, 2-5-98, AND 2-5-98, RESPECTIVELY), AND AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10644, PAGE 353 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF PARCEL 2; THENCE S.89°57'23"W., ALONG A LINE 45.10 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 29, BLOCK 65, A DISTANCE OF 501.01 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE N.00°02'42"W., ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 1.54 FEET; THENCE S.89°57'23"W., ALONG A LINE 43.56 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 30, BLOCK 65, A DISTANCE OF 660.22 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 30; THENCE N.00°02'57"W., ALONG THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 3.30 FEET; THENCE S.89°57'23"W., ALONG A LINE 40.26 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACTS 31, 32, 33, AND 34, BLOCK 65, A DISTANCE OF 2070.90 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT 34; THENCE N.00°01'36"W., ALONG THE WEST LINE OF SAID TRACT 34, A DISTANCE OF 0.50 FEET; THENCE S.89°57'23"W., ALONG A LINE 39.76 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF TRACT 35, BLOCK 65, A DISTANCE OF 1154.58 FEET; THENCE S.00°33'24"E., ALONG A LINE THAT IS 50.10 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF TRACTS 35, 36, 49, AND 50, BLOCK 65, A DISTANCE OF 2500.81 FEET; THENCE N.89°44'03"E., ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF TRACTS 50, 51, AND 52, BLOCK 65, A DISTANCE OF 2467.25 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.00°02'03"E., ALONG SAID CENTERLINE, A DISTANCE OF 69.64 FEET; THENCE N.89°44'03"E., ALONG A LINE 30.36 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF TRACTS 53 AND 54, BLOCK 65, A DISTANCE OF 1335.79 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 54; THENCE N.00°02'29"W., ALONG SAID EAST LINE OF TRACT 54, A DISTANCE OF 585.05 FEET TO THE SOUTHWEST CORNER OF TRACT 44, BLOCK 65; THENCE N.89°56'39"E., ALONG THE SOUTH LINE OF SAID TRACT 44 AND THE SOUTH LINE OF TRACT 43, BLOCK 65, A DISTANCE OF 1195.87 FEET TO A POINT IN THE AFOREMENTIONED WEST RIGHT OF WAY FOR STATE ROAD NO.7 (U.S. HIGHWAY 441); THENCE N.01°03'04"W., ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 1965.05 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED LANDS FROM PARCEL 2

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS PLAT NO. 3; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND BLOCK 65, A DISTANCE OF 3415.72 FEET; THENCE S.89°57'09"W, DEPARTING SAID EAST LINE, A DISTANCE OF 2082.73 FEET TO THE NORTHEAST CORNER OF TRACT 39, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S.89°57'09"W., ALONG THE NORTH LINE OF SAID TRACT 39, BLOCK 65 AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 675.26 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. NO. 3; THENCE S.00°02'03"E., ALONG SAID CENTERLINE, SAID CENTERLINE ALSO BEING 15 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID TRACT 39, A DISTANCE OF 675.13 FEET TO THE CENTERLINE OF A 30 FOOT WIDE ROADWAY ACCORDING TO SAID PLAT OF PALM BEACH FARMS CO. NO. 3; THENCE N.89°56'54"E., ALONG SAID CENTERLINE, SAID CENTERLINE ALSO BEING 15 FEET SOUTH OF AND PARALLEL

**Pero Family Farms, Inc. (McMurrain)**  
**Legal Description**

WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID TRACT 39, A DISTANCE OF 675.31 FEET; THENCE N.00°02'16"W., ALONG THE EAST LINE OF SAID TRACT 39 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 675.08 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH PARCEL 3

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 41 EAST, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF BLOCK 65 OF SAID PALM BEACH FARMS CO. PLAT NO. 3; THENCE S.89°44'03"W., ALONG THE NORTH LINE OF SAID SECTION 13 AND THE SOUTH LINE OF BLOCK 65, A DISTANCE OF 1436.27 FEET; THENCE DEPARTING SAID LINE S.00°02'29"E., ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 55, BLOCK 65, A DISTANCE OF 3.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°02'29"E., ALONG SAID PROLONGATION OF TRACT 55, A DISTANCE OF 677.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 13; THENCE S.89°37'30"W., ALONG SAID LINE, A DISTANCE OF 1209.09 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 13; THENCE S.89°37'30"W., ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 13, A DISTANCE OF 2653.96 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 13; THENCE N.01°12'33"W., ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 589.29 FEET; THENCE N.89°44'03"E., ALONG A LINE 100.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 2656.28 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 13; THENCE N.00°59'20"W., ALONG SAID LINE, A DISTANCE OF 96.05 FEET; THENCE N.89°44'03"E., ALONG A LINE 3.96 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1220.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL 4.

A STRIP OF LAND LYING WITHIN A PORTION OF TRACTS 29 THROUGH 35 INCLUSIVE, BLOCK 65, PALM BEACH FARMS CO. PLAT NO. 3, SAID STRIP ALSO LYING WITHIN A PORTION OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK 65; THENCE S.01°01'00"E., ALONG THE EAST LINE OF SAID SECTION 12 AND THE EAST LINE OF SAID BLOCK 65, A DISTANCE OF 2,796.87 FEET; THENCE DEPARTING SAID LINE, S.88°59'00"W., A DISTANCE OF 230.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE FOR STATE ROAD NO.7 (U.S. HIGHWAY 441) AS SHOWN ON THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 93210-2524 AND AS DESCRIBED IN THE ORDER OF TAKING IN OFFICIAL RECORD BOOK 10644, PAGE 353 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°57'23"W., ALONG A LINE 45.10 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 29, A DISTANCE OF 501.01 FEET; THENCE N.00°02'42"W., ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 1.54 FEET TO A POINT ON A LINE 43.58 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 30; THENCE S.89°57'23"W., ALONG SAID LINE, A DISTANCE OF 660.22 FEET; THENCE N.00°02'57"W., ALONG THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 3.30 FEET; THENCE S.89°57'23"W., ALONG A LINE 40.26 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACTS 31 THROUGH 34 INCLUSIVE, A DISTANCE OF 2,670.90 FEET; THENCE N.00°01'36"W., ALONG THE WEST LINE OF SAID TRACT 34, A DISTANCE OF 0.50 FEET; THENCE S.89°57'23"W., ALONG A LINE 39.76 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 35, A DISTANCE OF 1,154.58 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF LAKE WORTH DRAINAGE DISTRICT E-1W-N CANAL, SAID POINT BEING 50.16 FEET EAST OF AND PARALLEL WITH

**Pero Family Farms, Inc. (McMurrain)**  
**Legal Description**

(AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID TRACT 36; THENCE N.04°52'55"W., A DISTANCE OF 70.01 FEET TO A POINT ON THE SOUTH LINE OF TRACT 22, SAID POINT BEING 44.86 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID TRACT 22; THENCE N.89°57'23"E , ALONG THE SOUTH LINE OF SAID TRACTS 22 THROUGH 28 INCLUSIVE, SAID LINE ALSO BEING THE NORTH LINE OF A PLATTED 30 FOOT ROADWAY AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 4,991.30 FEET TO A POINT IN THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE FOR STATE ROAD NO. 7 (U.S. HIGHWAY 441); THENCE S.01°03'04"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 75.11 FEET TO THE POINT OF BEGINNING.

AND

TOGETHER WITH PARCEL 5:

A PARCEL OF LAND LYING WITHIN A PORTION OF TRACT 2, BLOCK 65 PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SAID PARCEL ALSO LYING WITHIN SECTION 12, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK 65; THENCE S.89°37'57"W., ALONG THE NORTH LINE OF SAID SECTION 12 AND THE NORTH LINE OF SAID BLOCK 65, A DISTANCE OF 654.29 FEET; THENCE DEPARTING SAID NORTH LINE, S.00°02'42"E., ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 2, BLOCK 65, PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 72.93 FEET TO A POINT ON A LINE LYING 30.36 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID TRACT 2, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S.00°02'42"E., ALONG SAID EAST LINE, A DISTANCE OF 638.63 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 2. THENCE S.89°57'53"W., ALONG THE SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 330.05 FEET; THENCE N.00°02'36"W., DEPARTING SAID SOUTH LINE, A DISTANCE OF 637.98 FEET TO A POINT ON AFORESAID PARALLEL LINE; THENCE N.89°51'07"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING, MINUS THE FOLLOWING 34.338-ACRE AND 18.031-ACRE PARCELS:

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:**

A parcel of land lying within all of Tracts 41 and 44 and a portion of Tracts 29, 30, 42, and 43, of Block 65 Palm Beach Farms Co. Plat No. 3 according to the plat thereof as recorded in Plat Book 2, Pages 45 through 54 inclusive of the Public Records of Palm Beach County, Florida, said parcel also lying within Section 12, Township 46 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 12; thence South 01°01'00" East, as a basis of bearings, along the East line of said Block 65 said line also being the East line of said Section 12, a distance of 2,795.87 feet; thence departing said East line South 88°59'00" West, a distance of 230.73 feet to the POINT OF BEGINNING; thence South 01°03'04" East, along the West right of way line for State Road No. 7 (U.S. Highway 441) as shown on that certain Florida Department of Transportation right of way map Section 93210-2524 and as described in the order of taking recorded in Official Record Book 10844, Page 353, Palm Beach County, Records, a distance of 1,865.05 feet; thence South 89°56'38" West, along the South line of said Tracts 43 and 44 of Block 65 Palm Beach Farms Co. Plat No. 3, a distance of 1,195.87 feet to the Southwest corner of said Tract 44; thence North 00°02'28" West, along the West line of said Tracts 44, 41, and 30 of Block 65 Palm Beach Farms Co. Plat No. 3 a distance of 1,866.54 feet; thence North 89°57'23" East, a distance of 650.22 feet; thence South 00°02'42" East, a distance of 1.54 feet; thence North 89°57'23" East, a distance of 501.01 feet to the POINT OF BEGINNING.

Said Lands situate, lying and being in Palm Beach County, Florida



## **Amestoy (1)** **Legal Description**

Real Property lying in Palm Beach County, Florida:

### **Parcel A**

Section 25, Township 45 South, Range 41 East, the Southwest quarter of the Northeast quarter (LESS the North 145 feet) and the North 290 feet of the West half of the Southeast quarter  
Parcel Control Number: 00-41-45-25-00-000-1020

### **Parcel B**

Section 25, Township 45 South, Range 41 East, the Southeast quarter of the Northeast quarter (LESS the North 145 feet and the Easterly 248.93 feet for State Road 7 Right-of-Way) and the North 290 feet of the East half of the Southeast quarter (LESS the Easterly 248.93 feet for State Road 7 Right-of-Way)  
Parcel Control Number: 00-41-45-25-00-000-1040

### **Parcel C**

Section 25, Township 45 South, Range 41 East, the East half of the Southeast quarter (LESS the North 290 feet, the South 600 feet of the Easterly 900 feet, the North 330 feet of the South 930 feet of the Easterly 923.58 feet and the Easterly 263.58 feet for State Road 7 Right-of-Way)  
Parcel Control Number: 00-41-45-25-00-000-5010

### **Parcel D**

Section 25, Township 45 South, Range 41 East, the South 600 feet of the Easterly 900 feet of the Southeast quarter (LESS the Easterly 263.58 feet for State Road 7 Right-of-Way)  
Parcel Control Number: 00-41-45-25-00-000-5020

### **Parcel E**

Section 25, Township 45 South, Range 41 East, the West half of the Southeast quarter (LESS the North 290 feet)  
Parcel Control Number: 00-41-45-25-00-000-5030

### **Parcel F**

Section 25, Township 45 South, Range 41 East, the North 330 feet of the South 930 feet of the Easterly 923.58 feet of the Southeast quarter (LESS the Easterly 263.58 feet for State Road 7 Right-of-Way)  
Parcel Control Number: 00-41-45-25-00-000-5040

### **Parcel G**

A portion of that strip of land located between the North line of the Northeast quarter of Section 36, Township 45 South, Range 41 East, as surveyed by the State of Florida in 1912, and the North section line of the Northeast quarter of Section 36, Township 45 South, Range 41 East, as surveyed by the Federal Government in 1872, more particularly described as follows:

The North 130 feet more or less of Tract 1 and the North 130 feet more or less of the East 165 feet more or less of Tract 2 of Block 61, Palm Beach Farms Company Plat No. 3, according to the plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

Together with the 25 foot tract of land lying to the North of Tract 1 and to the North of the East 165 feet more or less of Tract 2 of Block 61, Palm Beach Farms Company Plat No. 3, according to the plat thereof as recorded in Plat Book 2, Page 45, Public Records of Palm Beach County, Florida.

## **Amestoy (2)**

### **Legal Description**

LESS the Right of Way of State Road 7 as now laid out and in use and as shown in Road Plat Book 1, Page 38; Road Plat Book 1, Page 43 and Road Plat Book 7, Page 21 and instruments recorded in Deed Book 648, Page 190 and O.R. Book 10511, Page 215, Public Records of Palm Beach County, Florida.

#### **Remainder Parcel**

A parcel of land in Section 36, Township 45 South, Range 41 East, Palm Beach County, Florida, being a part of Tract 2, Block 61, Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54, Public Records of Palm Beach County, Florida, said parcel being between the North line of said Section 36 according to the Federal Survey of 1872 and the North line of Section 36 according to the State Survey of 1912, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 36 according to the Federal Survey of 1872: thence North 89° 56' 29" West, (State Plane Grid Bearing Datum), along the North line of said Section 36 according to the 1872 Survey, 103.08 feet to the West Right of Way line of State Road No. 7 (U.S. 441) as shown in Road Plat Book 1, Page 38, Public Records of Palm Beach County, Florida; thence continue North 89° 56' 29" West along said North line of the 1872 survey, 747.67 feet to the Point of Beginning and the Northeast corner of the parcel described herein, said point being on a line that is 165 feet West of and parallel with the East line of said Tract 2; thence continue North 89° 56' 29" West along said North line, 343.63 feet; thence South 2° 35' 58" West, a distance of 152.16 feet to the North line of said Section 36 according to the State Survey of 1912; thence North 89° 35' 58" East, along the said North line of the 1912 Survey, a distance of 352.12 feet to a line that is 165 feet West of and parallel with the East line of said Tract 2; thence North 00° 36' 28" West along said parallel line, 149.20 feet to the Point of Beginning.

(Property Control Number: 00-42-43-27-05-061-0012)

#### **Amestoy Gap Parcel**

A parcel of land lying between the existing State Road 7 Right-of-Way Parcels 114 and 115, recorded in O.R. Book 10511, Page 215 and the East 248.93 feet of the Southeast quarter of the Northeast quarter (LESS the North 145.00 feet) and the East 248.93 feet of the North 290.00 feet of the East half of the Southeast quarter and the East 263.58 feet of the East half of the Southeast quarter (LESS the North 290.00 feet), All in Section 25, Township 45 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 25, Township 45 South, Range 41 East, Palm Beach County position based on the survey by the Federal Government in 1872: thence North 89° 56' 31" West along the South line of said Section 25, a distance of 263.52 feet to said existing West Right-of-Way line of State Road 7 according to Parcels 114 and 115, recorded in O.R. Book 10511, Page 215 and the Point of Beginning; thence continue North 89° 56' 31" West along said Section line, a distance of 0.13 feet to said West line of the East 263.58 feet of the East half of the Southeast quarter of said Section 25; thence North 01° 18' 43" West along said line lying 263.58 feet West of and parallel with the East line of said Section 25, a distance of 2411.73 feet to the South line of the North 290.00 feet of the East half of the Southeast quarter of said Section 25; thence North 89° 31' 58" East along said line lying 290.00 feet South of and parallel with the North line of the Southeast quarter of said Section 25, a distance of 14.65 feet to the West line of the East 248.93 feet of the North 290.00 feet of the East half of the Southeast quarter of said Section 25; thence North 01° 18' 43" West along said line lying 248.93 feet West of and parallel with the East line of said Section 25, a distance of 1495.96 feet to the South line of the North 145.00 feet of the Southeast quarter of the Northeast quarter of said Section 25; thence North 89° 16' 12" East along said line lying 145.00 feet South of and parallel with the North 145.00 feet of the Southeast quarter of the Northeast quarter of said Section 25, a distance of 9.04 feet to said existing West Right-of-Way line of State Road 7 according to Parcels 114 and 115 recorded in O.R. Book 10511, Page 215, thence South 00° 58' 00" East along said existing Right-of-Way line, a distance of 1907.46 feet to said South line of the East half of the Southeast quarter of said Section 25 and the Point of Beginning.

**K & M Nursery, Inc.**  
**Legal Description**

**EXHIBIT "A"**

The North One-Half (N ½) of the South One-Half (S ½) of the North One-Half (N ½) of the Southeast Quarter (SE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida (aka Tract B, **KING SOUTH, KING NORTH, NIEBEL, TOWNSEND WEST AND TOWNSEND EAST PLAT**, as recorded in Plat Book 104, Page 47, public records of Palm Beach County, Florida.)

Together with an easement for ingress and egress over the North 50 feet of the South Half (S ½) of the North One-Half (N ½) of Section 13, Township 45 South, Range 41 East, Palm Beach, County, Florida.

and

The South Half (S ½) of the North Half (N ½) of the North Half (N ½) of the Southeast Quarter (SE ¼) of Section 14, Township 45 South, Range 41 East, Palm Beach County, Florida (aka Tract C, **KING SOUTH, KING NORTH, NIEBEL, TOWNSEND WEST AND TOWNSEND EAST PLAT**, as recorded in Plat Book 104, Page 47, public records of Palm Beach County, Florida.)

Together with an easement for ingress and egress over the North 50 feet of the South Half (S ½) of the North Half (N ½) of Section 13, Township 45 South, Range 41 East, Palm Beach, County, Florida.

Exhibit "B"  
Certificate of Insurance



**PALM BEACH COUNTY  
 CERTIFICATE OF SELF INSURANCE COVERAGE  
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

Date Issued  
 April 27, 2021

INSURED: PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS EMPLOYEES, AGENTS AND OFFICIALS	SELF INSURED ACCOUNT NO. 103 ADMINISTERED BY: Gallagher Bassett Insurance Services, Inc.
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**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.**

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> (X) Comprehensive (X) Premises/Operations (X) Products/Completed Operations (X) Contractual (X) Independent Contractors (X) Broad Form Property Damage (X) Personal Injury (X) Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$200 per Claimant \$300 per Occurrence  <b>Self-Insured in accordance with S.768.28 F.S.</b>
<u>AUTOMOBILE LIABILITY</u> (X) Any Auto ( ) All Owned Autos (Priate Passenger Autos) ( ) All Owned Autos (Other than Private Passenger) (X) Hired Autos (X) Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$200 per Claimant \$300 per Occurrence  <b>Self-Insured in accordance with S.768.28 F.S.</b>
<u>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</u>	1/1/99	Until canceled or revoked	WC Statutory Limits - Florida  <b>Self-Insured in accordance with S.440 F.S.</b>
<u>BLANKET DISHONESTY BOND</u>  (Including faithful performance, money & securities & depositors forgery)	11/1/90	Until canceled or revoked	\$25 Per Occurrence  <b>Self-Insured in accordance with S.768.28 F.S.</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:  
**Re: All Operations of the Palm Beach County Board of County Commissioners**

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days writtn notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.

CERTIFICATE HOLDER  
 Palm Beach Soil & Water Conservation District  
 420 S. State Road 7 – Suite 162  
 Royal Palm Beach, FL 33414

SCOTT MARTING, DIRECTOR