

6A-2

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 13, 2021 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution finding that an extension of the Lease Agreement with Pero Family Farms, LLC (Pero) (R2001-1541) for an additional two (2) years until June 30, 2023 is in the best interest of the County; and

B) approve Fourth Amendment to Lease Agreement with Pero Family Farms, LLC of 270.91 acres in the Agricultural Reserve in Boynton Beach at an annual rate of \$135,455.

Summary: On September 11, 2001, (2001-1541) the Board approved a lease with Pero for approximately 270 acres of land located within the York parcel in the Agricultural Reserve (AG Reserve) for a term of ten (10) years at a rent of (\$1,205) per acre, with two (2) extension options, each for a period of five (5) years subject to the approval of the County in each instance. The First Amendment, approved on January 12, 2010, (R2010-0088), reduced the rent to \$500 per acre. The Second Amendment approved on November 16, 2010, (R2010-1884), reduced the Premises by 1.09 acres for the Lyons Road expansion. On May 17, 2011, (R2011-0744), the Board consented to the first option extending the term thru August 20, 2016. On June 21, 2016 through the Third Amendment (R2016-0767) the Board consented to the second option extending the term thru August 20, 2021 therefore, no extension options remain available. Pero also leases approximately 570 acres within the McMurrain parcel (McMurrain Lease) which was approved by the Board on June 18, 2013 (R-2013-0790). The current term of the McMurrain Lease will expire on June 30, 2023. The McMurrain Lease has no extension options. Pero is requesting an extension of the York Lease term to run concurrently with the McMurrain Lease term to provide for continuity of operations between the two parcels. The continuity of operations of both parcels will assist in preserving agricultural operations in the AG Reserve. The annual rental rate will remain at \$135,455 /year (\$500 /acre). This Fourth Amendment will extend the term by an additional 2 years and updates various standard provisions of the Lease. The agreement will continue to be administered by Facilities Development and Operations. (Property & Real Estate Management)

District 5 (HJF)

Background and Policy Issues: Pero leases approximately 271 acres of land located on the York Parcel and an additional 570 acres on the McMurrain parcel.

Continued on Page 3

Attachments:

- 1. Location Map
- 2. Resolution
- 3. Amendment #4
- 4. Term extension request dated January 13, 2021
- 5. Disclosure of Beneficial Interests

Recommended By: [Signature] 4/23/21
Department Director Date
Approved By: Nancy L. Bolton 7/1/21
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	_____	_____	_____	_____	_____
External Revenues	<u>-\$0-</u>	<u>(\$135,455)</u>	<u>(\$135,455)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-\$0-</u>	<u>(\$135,455)</u>	<u>(\$135,455)</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget: Yes No _____

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

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

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

Rent is established by appraisals and may be adjusted periodically.

Fixed Assets Number N/A

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/25/21
 OFMB 5/24/21
 Javaries 6/25/21
 UM 5/25

[Signature] 6/2/21
 Contract Development and Control 6/29/21
 6-2-21 TW 6-29-20 TW

B. Legal Sufficiency:

[Signature] 6/3/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

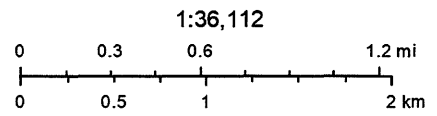
Background and Policy Issues Continued: Pero has maintained and replaced pumping and various other farming components and made improvements on the property all of which will remain on site upon surrender. Pero is requesting an extension of the York Lease to run concurrently with the McMurrin Lease to allow for continuity of operations. Staff intends to issue a Request for Proposals in the future for both the 271 acre York parcel and the 570 acre McMurrin parcel together. The continuity of operations of both parcels will assist in preserving agricultural operations in the Ag Reserve. A major element of the Ag Reserve Acquisition Program was to ensure continued agricultural operations. Continuity of farming operations on nearby tracts assists in preserving agricultural operations.

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 a Disclosure was already provided, staff obtained an updated Disclosure identifying no change in ownership, Peter Pero, IV (31%), Frank Pero (23%), Charles Pero (23%) and Angela Pero (23%) as holding interests in Pero Family Farms, LLC.

Pero - Floral Locations



February 11, 2021



LOCATION MAP



Attachment # 2

Resolution
8 Pages

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A TWO YEAR EXTENSION OF A LEASE OF CERTAIN REAL PROPERTY TO PERO FAMILY FARMS LLC., AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pero Family Farms LLC., (“Tenant”), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County extend the lease of certain real property owned by Palm Beach County and leased to Tenant for use by Tenant for agricultural operation purposes (R2001-1541 dated September 11, 2001); and

WHEREAS, Tenant leases from County, under separate lease agreement (R2013-0790 the “McMurrain Lease”) an additional five hundred and seventy (570) acres of farm land with an expiration date of June 30, 2023; and

WHEREAS, Tenant has been farming both properties together and has made and will continue to make extensive improvements to both properties, that will remain at the expiration of the lease; 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; extension of the Lease maintains continuity of existing farming operations and preserves agricultural operations in the Ag Reserve; 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; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that such real property will not be needed for County purposes during the term of the Lease extension and the extension of the Lease is in the best interests of the County.

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 lease to Pero Family

Farms LLC., pursuant to the Fourth Amendment to Lease attached hereto as Exhibit "A" and incorporated herein by reference, for an additional term of two (2) years and an annual rental of One Hundred Thirty Five Thousand Four Hundred Fifty Five and no/100 Dollars (\$135,455.00) subject to adjustment to market rental when requested by County or Tenant, the real property identified in such Lease for the use identified above.

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 Dave Kerner, Mayor
- Commissioner Robert S. Weinroth, Vice Mayor
- Commissioner Maria G. Marino
- Commissioner Gregg K. Weiss
- Commissioner Maria Sachs
- Commissioner Melissa McKinlay
- Commissioner Mack Bernard

The Mayor thereupon declared the resolution duly passed and adopted this _____ day of _____, 2021.

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

JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

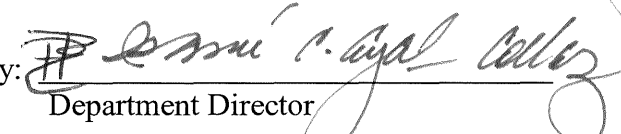
By: 
Department Director

EXHIBIT A

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT to Lease Agreement R2001-1541 dated September 11, 2001, as amended by the First Amendment to Lease Agreement (R2010-0088) dated January 12, 2010; by the Second Amendment to Lease Agreement (R2010-1884) dated June 16, 2010; and the Third Amendment to Lease Agreement (R2016-0767) dated June 21, 2016 (collectively referred to herein as the "Lease"), is made and entered into this _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Pero Family Farms, LLC., a Florida limited liability company, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant entered into the Lease with County pursuant to which Tenant leases from County approximately 270.91 acres of farm land for commercial agricultural purposes as defined in the Lease; and

WHEREAS, Tenant leases from County, under separate lease agreement (R2013-0790 the "McMurrain Lease") an additional five hundred and seventy (570) acres of farm land adjacent to the Premises, as defined in the Lease, with an expiration date of June 30, 2023; and

WHEREAS, County and Tenant wish to amend the Lease to extend the term for two (2) additional years, to run concurrent to the McMurrain Lease, and incorporate certain language required by County.

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. Article I of the Lease is hereby modified to add the following:

Section 1.04 2021 Extension.

The Term of this Lease shall be deemed automatically extended for a period commencing on August 21, 2021 and terminating June 20, 2023.

3. Section 4.04 of the Lease is deleted in its entirety and replaced with the following:

SECTION 4.04: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of the Lease, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Lease.

4. Section 7.05 of the Lease, Property and Wind Insurance is deleted in its entirety and replaced with "Reserved"
5. Section 7.09 of the Lease is deleted in its entirety and replaced with the following:

SECTION 7.09 CERTIFICATES OF INSURANCE

The Certificates of Insurance must provide clear evidence that Tenant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Lease. Prior to the execution of this Lease, Tenant shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Director, Property and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33410

During the term of the Lease and prior to each subsequent renewal thereof, the Tenant shall provide this evidence of compliance with the insurance requirements contained herein to County. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

County may request evidence of compliance with the insurance requirements during the term of this Lease and Tenant shall supply such evidence within forty-

eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Lease have been obtained and are in full force and effect.

6. Section 13.02 (a) of the Lease is updated as to the County as follows:

Director, Property and Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411

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

SECTION 13.19 INSPECTOR GENERAL

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.

SECTION 13.20 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 citizen or employees of the County and/or Tenant.

SECTION 13.21 SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractor and concessionaires who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Tenant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the COUNTY.

B. When Lease value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractors and concessionaires who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALL

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

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

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

WITNESS:

TENANT

PERO FAMILY FARMS, L.L.C.
a Florida limited liability company

Sign

Print Name

Sign

Print Name

By: _____
Name: _____
Title: _____

Attachment # 3

6 Pages / 2 Copies

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West Palm Beach, FL 33411

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SECTION 13.21 SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractor and concessionaires who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Tenant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the COUNTY.

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If the County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

8. Except as modified by this Fourth Amendment to Lease Agreement, 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

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

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

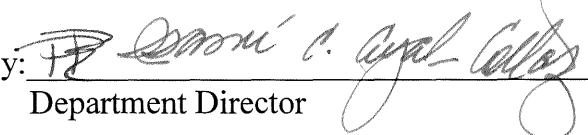
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

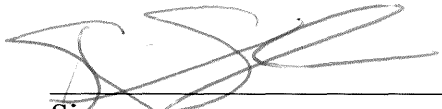
By:  _____
Assistant County Attorney

By:  _____
Department Director

WITNESS:


TENANT

PERO FAMILY FARMS, L.L.C.
a Florida limited liability company




Sign
Steven Carvajal

Print Name

By: 

Name: Angela Pero

Title: President



Sign
Filiberto Castro

Print Name

Attachment #4
Term Extension Request
2 Pages

Pero Family Farms, LLC
14095 State Road 7
Delray Beach, FL 33446

January 13, 2021

VIA OVERNIGHT DELIVERY

Property & Real Estate Management
Attn: Purvi Bhogaita,
PREM Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Palm Beach County
Attn: County Attorney
301 North Olive Avenue, Suite 603
West Palm Beach FL 33401-4791

Re: (i) Lease Agreement [R2001-1541] dated September 22, 2001, as amended, (collectively, the "York Lease") by and between Palm Beach County, a political subdivision of the State of Florida and Pero Family Farms, LLC, a Florida limited liability company, successor by conversion to Pero Family Farms, Inc. a Florida corporation (the "Tenant"); and

(ii) Lease Agreement dated June 18, 2013, by and between South Florida Water Management District and Palm Beach County and Pero Family Farms, LLC (the "Mc Murrain Lease").

[ALL INITIAL CAPITALIZED TERMS USED HEREIN SHALL HAVE THE SAME MEANING AS SET FORTH IN THE YORK LEASE UNLESS OTHERWISE PROVIDED HEREIN]

Dear Ms. Bhogaita,

This letter confirms Tenant's previous verbal request to extend the York Lease, as defined herein, until June 30, 2023.

As you are aware, the York Lease expires on August 20, 2021 and contains no further renewal rights. Tenant is also lessee under the Mc Murrain Lease which relates to agricultural land adjacent to the land farmed under the York Lease. The McMurrain Lease does not expire until June 30, 2023.

For all intents and purposes, Tenant farms, operates and manages the two parcels as one overall agricultural operation. This allows Tenant to maintain best practices and strategically utilize both

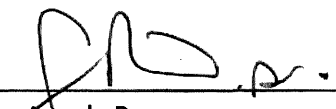
ACTIVE 54662123v2

parcels under an omnibus plan of sustainability to achieve maximum food supply with minimum environmental impact exceeding all State and Federal standards. As such, by making the expiration dates of the two Leases co-terminus, Tenant would ensure a continuity of operation, which is vital to its business. Therefore, we respectfully request to extend the York Lease (upon the same rental rate and other terms and conditions presently existing thereunder) until June 30, 2023.

Should you have any questions or doubts, please do not hesitate to contact the undersigned at (561) 498-5771 ext. 2903.

Sincerely,

Pero Family Farms, LLC, a Florida
limited liability company

By: 
Name: Angela Pero
Title: President

CC: Via Overnight Mail
Palm Beach Soil & Water Conservation District
Attn: Administrator
420 S. State Road 7, Suite 162
Royal Palm Beach, FL 33414

Via E-mail
Richard Giusto, Esq. (giustor@gtlaw.com)
Danielle Gonzalez, Esq. (gonzalezda@gtlaw.com)

Attachment #5
Disclosure of Beneficial Interests
4 Pages

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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

2. Affiant's address is: 14095 State Road 7, Delray Beach, FL 33446

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

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

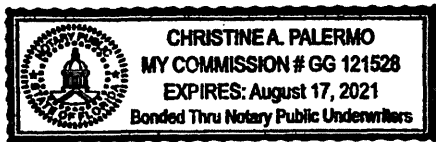
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Angela Pero, President

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [X] physical presence or [] online notarization this 1 day of March, 2021, by Angela Pero, President [X] who is personally known to me or [] who has produced as identification and who did take an oath.



[Signature]
Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

EXHIBIT "A"
Page 1 of 2
THE "PREMISES"

272 Acre Parcel
Legal Description

TRACT 25 LESS THE EAST 30 FEET FOR LYONS ROAD RIGHT OF WAY;
TRACTS 26 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 30 FEET OF TRACT 48 FOR LYONS ROAD RIGHT OF
WAY, IN BLOCK 82 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,
BLOCK 82 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 21, TRACT 24, TRACT 26 (LESS
THE WEST FORTY FEET).

ALL OF WHICH ARE LOCATED IN BLOCK 82 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
87-1-23 AND RECORDED IN OFFICIAL RECORDS BOOK
218, BEING THE PLANNED EAST AND WEST LYING
BETWEEN THE FOLLOWING PARCELS OF LAND:

TRACT 13 (LESS THE WEST FORTY FEET), TRACT 14
AND TRACT 21 ON THE NORTH AND TRACT 14,
TRACT 21 AND TRACT 26 (LESS THE WEST
FORTY FEET) ON THE SOUTH.

ALL OF WHICH ARE LOCATED IN BLOCK 82 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

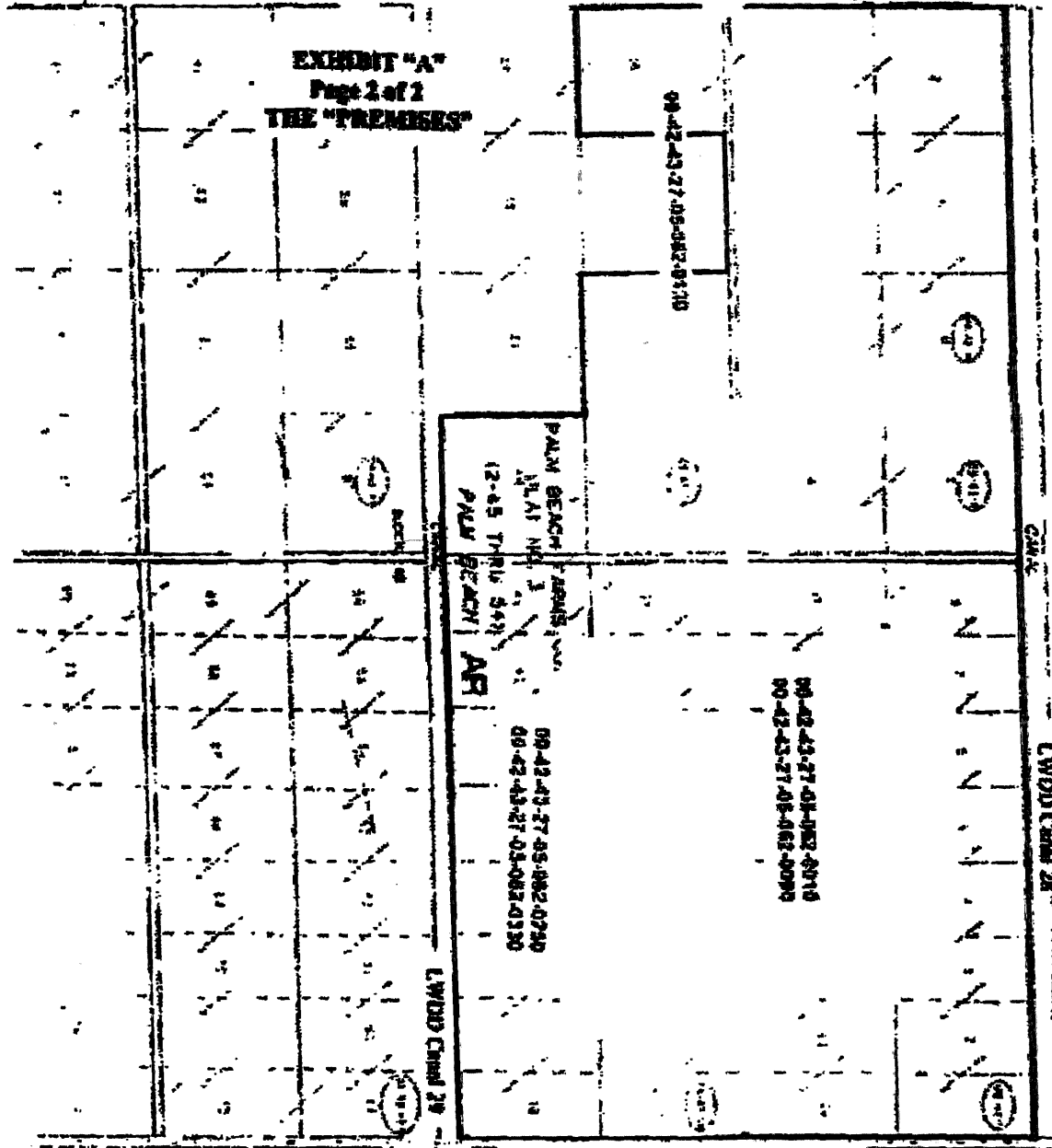
TRACTS 1 THROUGH 8, AND TRACTS 9 THROUGH 24,
BLOCK 82, PALM BEACH FARMS COMPANY PLAT NO. 3,
ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT
BOOK 2, PAGES 45-54, IN (VOL. OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY,

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
9-24 (LESS EAST 30 FEET) AND WEST PART OF THE
30 FOOT RIGHT OF WAY LOCATED IN BLOCK 82 OF THE
PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED
IN PLAT BOOK 2, PAGES 45 THROUGH 54, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY ON THE NORTH BY A LINE BEING CONNECTED
FROM THE SOUTHWEST CORNER OF TRACT 8 TO THE
SOUTHWEST CORNER OF TRACT 17, BOUNDED ON THE
EAST BY A LINE BEING CONNECTED FROM THE SOUTH-
WEST CORNER OF TRACT 17 TO THE SOUTHWEST
CORNER OF TRACT 24, BOUNDED ON THE SOUTH BY A
LINE BEING CONNECTED FROM THE SOUTHWEST CORNER
OF TRACT 24 TO THE SOUTHWEST CORNER OF TRACT
16, BOUNDED ON THE WEST BY A LINE BEING CONNECTED
FROM THE NORTH-EAST CORNER OF TRACT 16 TO THE
SOUTHWEST CORNER OF TRACT 8.

AND INCLUDING THEREIN THE EAST 30 FEET OF
TRACTS 1 & 2 & 3, THE ROAD RIGHT OF WAY AND
NORTH 30 FEET OF TRACTS 1 & 2, CASE NORTH
DRAINAGE DISTRICT - LATERAL, CANAL NO. 281.

EXHIBIT "A"
Page 2 of 2
THE "PREMISES"



Theoretical Lyons Road (unimproved)

Scale (approx.): 1" = 1 mile

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Pero Family Farms Ford Co, LLC	14095 state Road 7, Delray Beach, FL 33446	100%
Peter F. Pero III	14095 state Road 7, Delray Beach, FL 33446	31%
Frank Pero	14095 state Road 7, Delray Beach, FL 33446	23%
Charles Pero	14095 state Road 7, Delray Beach, FL 33446	23%
Angela Pero	14095 state Road 7, Delray Beach, FL 33446	23%

4 of 4