

6F-3

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 14, 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 Floral Acres L.L.C. (Floral Acres) i) providing options to extend the term for up to an additional twenty (20) years until June 30, 2041, and ii) updating standard provisions, is in the best interest of the County; and

B) Approve a Third Amendment to Lease Agreement with Floral Acres, L.L.C. of 38 acres for nursery operations located in the Agricultural Reserve in Boynton Beach at an annual rate of \$37,580.

Summary: Floral Acres leases approximately 38 acres of land within the York Parcel in the Agricultural Reserve since 2002 (R2002-0889) one-five (5) year option remains available at the York parcel that would extend the Lease Agreement thru June 3, 2027. Floral Acres also leases an additional 20 acres of County-owned land within the Amestoy parcel (Amestoy Lease) which was approved by the Board of County Commissioners ("Board") on November 5, 2011 (R2011-1781). The current term of the Amestoy Lease will expire on June 30, 2026. The Amestoy Lease has three (3) five (5) year options remaining, each requiring Board consent, which could extend the term of the Amestoy Lease to June 30, 2041. Floral Acres has invested over \$1,000,000 in improvements between both parcels and is proposing additional investments to the York parcel all of which will remain on site upon termination of the lease. Floral Acres is requesting an extension of the Lease Agreement to run concurrently with the Amestoy Lease 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. Rent is currently \$1,000 per acre per year and can be periodically adjusted to fair market value as determined by an appraisal. This Third Amendment will potentially extend the term by an additional 14 years if all options were exercised and Board consent is granted, and updates various standard provisions of the Lease Agreement. The Lease Agreement will continue to be administered by Facilities Development and Operations Department. (Property & Real Estate Management) District 5 (HJF)

Background and Policy Issues: Continued on Page 3

Attachments:

1. Location Map
2. Resolution
3. Third Amendment
4. Term extension request dated February 11, 2021
5. Disclosure of Beneficial Interests

Recommended By: [Signature] 9/24/2021
Department Director Date

Approved By: [Signature] 9/8/21
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	-\$0-	(\$37,580)	(\$37,580)	(\$37,580)	(\$37,580)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>(\$37,580)</u>	<u>(\$37,580)</u>	<u>(\$37,580)</u>	<u>(\$37,580)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____


Is Item Included in Current Budget: Yes _____ No _____

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

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

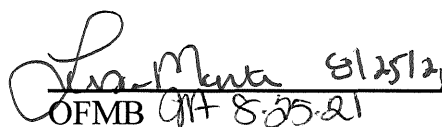
B. **Recommended Sources of Funds/Summary of Fiscal Impact:**
Rent is established by appraisals and maybe be adjusted periodically.

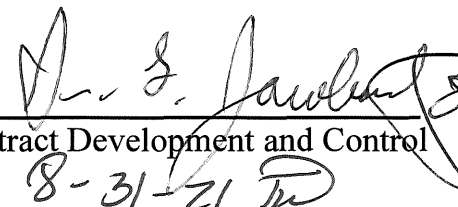
Fixed Assets Number _____

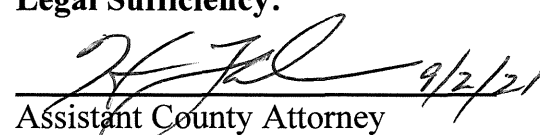
C. **Departmental Fiscal Review:** 

III. REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Development Comments:**

 8/25/21
OFMB ~~9/17~~ 8-25-21 LM
8/25

 8/31/21
Contract Development and Control
8-31-21 TW

B. **Legal Sufficiency:**
 9/2/21
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: On June 4, 2002, the Board approved a Lease Agreement with Floral Acres, for approximately 38 acres of land located within the York parcel in the Agricultural Reserve for a term of five (5) years at a rent of \$1,105.00 per acre, with four (4) five (5) year extension options. The First Amendment (R2010-0089) approved on January 12, 2010 reduced the rent to \$1,000 per acre. The Second Amendment (R2012-0630) approved on May 1, 2012 consented to the exercise of the second option and on May 2, 2017 (R2017-0542) the Board consented to the third option extending the term through June 3, 2022. Floral Acres has invested over One Million Dollars (\$1,000,000) in improvements for both parcels and is proposing additional investments to construct greenhouses, install drip irrigation, and other property improvements all of which will remain on site upon surrender. 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.

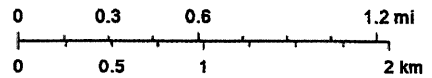
Florida Statutes, Section 286.23 requires that a Disclosure of Beneficial Interest (Disclosure) be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Since a Disclosure was already provided, Staff obtained an updated Disclosure which identified Patrick Rosacker (50%) and Suzanna Rosacker (50%), (previously held by Arthur A. Rosacker, III) as holding interests in Floral Acres, LLC.

Pero - Floral Locations



February 11, 2021

1:36,112



LOCATION MAP



Attachment #2
Resolution
8 Pages

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A TWENTY YEAR EXTENSION OF A LEASE OF CERTAIN REAL PROPERTY TO FLORAL ACRES LLC., AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Floral Acres 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 nursery operation purposes (R2002-0889 dated June 4, 2002); and

WHEREAS, Tenant leases from County, under separate lease agreement (R2011-1787 the “Amestoy Lease”) an additional twenty (20) acres of farm land with the option to extend it for 3 additional periods of 5 years each, extending it to June, 2041; 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 Floral Acres

LLC., pursuant to the Third Amendment to Lease attached hereto as Exhibit "A" and incorporated herein by reference, for an additional potential term of twenty (20) years and an annual rental of Thirty Seven Thousand Five Hundred Eighty and no/100 (\$37,580.00) 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
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

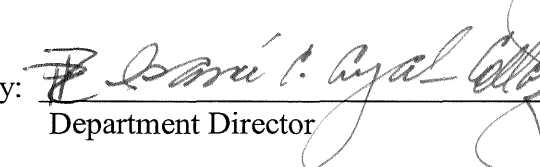
By: 
Department Director

Exhibit "A"

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT to Lease Agreement R2002-0889 dated June 18, 2002, as amended by the First Amendment to Lease Agreement (R2010-0089) dated January 12, 2010; and the Second Amendment to Lease Agreement (R2012-0630) dated May 1, 2012 (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 Floral Acres, L.L.C., a Florida limited liability company, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant entered into the Lease with County pursuant to which Tenant leased from County approximately 37.58 acres of farm land for nursery operations as defined in the Lease; and

WHEREAS, Tenant leases from County, under separate lease agreement (R2011-1787 the "Amestoy Lease") an additional twenty (20) acres of farm land with the option to extend it for 3 additional periods of 5 years each, extending it to June, 2041; and

WHEREAS, County and Tenant wish to amend the Lease to extend the term to run concurrent to the Amestoy 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. Section 1.02 of the Lease is deleted in its entirety and replaced with the following:

SECTION 1.02 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Lease shall commence on June 4, 2002, (the "Commencement Date") and shall extend until June 30, 2026 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

3. Section 1.02 of the Lease is deleted in its entirety and replaced with the following:

SECTION 1.03: OPTION TO RENEW

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of Rent under this Lease, the option to request to extend the Term of this Lease for three (3) successive periods of five (5) years each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any renewal thereof. The request to extend shall be subject to approval by the Board of County Commissioners in its sole discretion. Tenant shall exercise its option to renew if at all, by written notice to the County received by the County on or before 60 days prior to the expiration of the initial Term of this Lease or any renewal thereof. Failure of Tenant to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

4. 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.

5. Section 7.05 of the Lease, Property and Wind Insurance is deleted in its entirety and replaced with "Reserved"
6. 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.

7. 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

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

SECTION 13.18 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 13.19 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.

9. Except as modified by this Third 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 Third Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

COUNTY

JOSEPH ABRUZZO
CLERK & 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

FLORAL ACRES, L.L.C.
a Florida limited liability company

Sign

Print Name

Sign

Print Name

By: _____

Name: _____

Title: _____

ATTACHMENT # 3

6 Pages / 2 Copies

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT to Lease Agreement R2002-0889 dated June 18, 2002, as amended by the First Amendment to Lease Agreement (R2010-0089) dated January 12, 2010; and the Second Amendment to Lease Agreement (R2012-0630) dated May 1, 2012 (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 Floral Acres, L.L.C., a Florida limited liability company, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Tenant entered into the Lease with County pursuant to which Tenant leased from County approximately 37.58 acres of farm land for nursery operations as defined in the Lease; and

WHEREAS, Tenant leases from County, under separate lease agreement (R2011-1787 the "Amestoy Lease") an additional twenty (20) acres of farm land with the option to extend it for 3 additional periods of 5 years each, extending it to June, 2041; and

WHEREAS, County and Tenant wish to amend the Lease to extend the term to run concurrent to the Amestoy 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. Section 1.02 of the Lease is deleted in its entirety and replaced with the following:

SECTION 1.02 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Lease shall commence on June 4, 2002, (the "Commencement Date") and shall extend until June 30, 2026 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

3. Section 1.02 of the Lease is deleted in its entirety and replaced with the following:

SECTION 1.03: OPTION TO RENEW

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of Rent under this Lease, the option to request to extend the Term of this Lease for three (3) successive periods of five (5) years each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any renewal thereof. The request to extend shall be subject to approval by the Board of County Commissioners in its sole discretion. Tenant shall exercise its option to renew if at all, by written notice to the County received by the County on or before 60 days prior to the expiration of the initial Term of this Lease or any renewal thereof. Failure of Tenant to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

4. 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.

5. Section 7.05 of the Lease, Property and Wind Insurance is deleted in its entirety and replaced with "Reserved"
6. 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.

7. 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

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

SECTION 13.18 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 13.19 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.

9. Except as modified by this Third 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

WITNESS:

TENANT

FLORAL ACRES, L.L.C.
a Florida limited liability company

Arthur Rosacker
Sign
ARTHUR ROSACKER
Print Name

By: PRR
Name: PATRICK ROSACKER
Title: Managing Member

Laurie S Mayday
Sign
LAURIE S MAYDAY
Print Name

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

ATTEST:

COUNTY

JOSEPH ABRUZZO
CLERK & 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

Attachment #4
Term Extension Request
1 Page



Purvi Bhogaita, Director
Property & Real Estate Management
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

Re: Amendment to Lease Agreement

Third Amendment to Extend
(R2002-0889) Attached as Lease Agreement "A"
(Hereinafter referenced as the York Lease)

Referenced Property for Continuity:
(R2011-1787 Nov 15, 2011) Attached as
Lease Agreement "B" (Hereinafter
Referenced as the Amestoy Lease)

Dear Ms. Bhogaita:

Floral Acres, LLC ("Floral Acres") is this County's tenant at both the York and Amestoy agricultural leaseholds. I am requesting the Board of County Commissioners extend the York leasehold to run, renew, and expire concurrently with the Amestoy Lease, resulting, if all options are exercised, in a final expiration date of June 30, 2041 for both properties.

My company, Floral Acres LLC ("Floral Acres"), of which I am the owner, has improvements of over One Million Dollars (\$1,000,000) at the York and Amestoy leaseholds. We are planning additional investments in improvements to the York leasehold upon the approval of an extension by the Board of County Commissioners of Palm Beach County. Floral Acres proposes to expand, and provide for additional irrigation. The new structures will consist of Seven Thousand Square Feet (7,000 sq/ft) to be constructed near the existing greenhouses and are estimated to cost Two Hundred and Fifty Thousand Dollars (\$250,000).

An extension at the York Property being equal to the term of the Amestoy Parcel will provide continuity for the continued operation of these lands for agricultural purposes consistent with the County's goals and objectives for the AGR District. The new concurrent lease period would allow Floral Acres to move forward with the investment into the new greenhouse and allows Floral Acres' agricultural business to operate concurrently with the Amestoy Lease. Furthermore, we plan to invest an additional Two Hundred Thousand (\$200,000) dollars in improvements, including but not limited to additional shade houses and drip irrigation at the leaseholds. The term extension for the York Lease would allow Floral Acres to experience a higher chance of enjoying a return on these anticipated investments.

We are hopeful that the members of the Board of County Commissioners will give support to the continuation of the long-term farming operations of Floral Acres in Palm Beach County.

Respectfully,

Patrick Rosacker

02-11-2021

Date Signed

Mailing Address: Floral Acres LLC • P.O. Box 480519 • Delray Beach, FL 33448
Physical Address: 12440 US HWY 441/SR 7 • Boynton Beach, FL 33473
Tel: (561) 499-2655 • Fax: (561) 496-0952 • www.FloralAcresLLC.com

Attachment #5
Disclosure of Beneficial Interests
3 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 Patrick Rosacker,

hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member (position -i.e. president, partner, trustee) of Floral Acres 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: PO Box 480519, Delray Beach FL 33448

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.

Patrick Rosacker, Affiant

(Print Affiant Name :) Patrick Rosacker

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 12th day of FEBRUARY, 2021, by PATRICK ROSACKER who is personally known to me or who has produced _____ as identification and who did take an oath.

Bridget Hunter
Notary Public

BRIDGET HUNTER
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 7.4.22



BRIDGET HUNTER
Commission # 06 182469
Expires July 4, 2022
Bonded True Notary Services

EXHIBIT "A"

PROPERTY

