

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: **August 22, 2023**       Consent       Regular  
    Ordinance       Public Hearing

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Department: **Facilities Development & Operations**

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) adopt** a Resolution authorizing an extension of Lease Agreement with Pero Family Farms, LLC for an additional one (1) year term, retroactively, from July 1, 2023 until June 30, 2024 for the McMurrain parcel; and

**B) approve** First Amendment to Lease Agreement with Pero Family Farms, LLC for continued use of approximately 570.77 acres in Agricultural Reserve in Boynton Beach, retroactively, from July 1, 2023 until June 30, 2024 at an annual rent rate of \$453,275.88.

**Summary:** On November 19, 2019, the Board of County Commissioners (Board) approved an Assignment of Lease (R2019-1760) from South Florida Water Management District (SFWMD) transferring all of its rights to the County under Lease Agreement (R2013-0790) with Pero Family Farms, LLC (Pero), which expired on June 30, 2023. While Staff was in the process of issuing a new Request for Proposals (RFP) for the continuation of commercial farming, it learned that the timing of the issuance would conflict with the planting and harvesting schedule as Pero had already begun its farming season. Staff believes it to be in the County’s best interest to extend the lease term with Pero to preserve continued agricultural operations in the Agricultural Reserve. Staff will issue the RFP in the fall, allowing enough time for Pero to harvest and wrap up its operations while a new tenant is selected, therefore, minimizing disruptions in the continuity of operations. This First Amendment will extend the term for one (1) additional year retroactively, commencing on July 1, 2023 through June 30, 2024. If approved, the extension will have an annual fiscal impact of \$453,275.88 as the rent will remain the same. All other terms and conditions of the Agreement shall remain in full force and effect. The agreement will continue to be administered by Facilities Development and Operations. **(Property & Real Estate Management District 5 (HJF))**

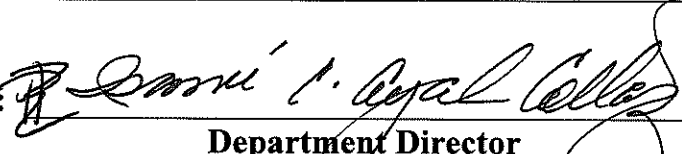
**Background and Policy Issues:** The County and SFWMD entered into an Interlocal Agreement (R2000-0806) dated June 6, 2000, pursuant to which the County (39.4%) and SFWMD (60.6%) jointly owned the 570 acre McMurrain property in the Ag Reserve. On March 25, 2013, SFWMD issued a Request for Bids (RFB) providing Pero, the existing tenant with a first right of refusal to lease the property at 10% over the highest bid received. Pero was the only bidder.

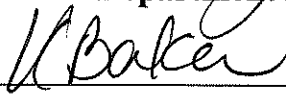
Continued on page 3.

**Attachments:**

- 1. Location Map
- 2. Resolution
- 3. First Amendment
- 4. Disclosure of Beneficial Interests

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Recommended By:       8/09/23  
   **Department Director**      **Date**

Approved By:       8/11/23  
   **County Administrator**      **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$226,638)	(\$226,638)	\$-0-	\$-0-	\$-0-
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(\$226,638)</u>	<u>(\$226,638)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 Resource 6225  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** Rent was established by appraisals and remain unchanged for the extension term. Rent is paid semi-annually in the month of January and July each year.

Fixed Assets Number N/A

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 6/30/2023  
 OFMB 7A 6/30  
*[Signature]*  
 6-30-23

*[Signature]* 7/5/23  
 Contract Development and Control  
 7/5/23

**B. Legal Sufficiency:**  
*[Signature]* 7/17/23  
 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 18, 2013, the Board of County Commissioners (Board) approved a Lease Agreement (R2013-0790) between the SFWMD, Palm Beach County and Pero for a ten year term until June 30, 2023, with no extension options at a rental rate of \$294,517.32. The Third Amendment to Interlocal Agreement (R2017-1948) dated December 19, 2017, allowed the County to purchase SFWMD's 60.6% interest in 3 installments of \$2,975,460, the final and third installment being November 1, 2019.

The County purchased the 627 acre McMurrain Farm in July 2000. At that time, Pero was farming the property under a lease with the McMurrains and owned an adjoining 35 acres upon which it had constructed a packaging plant and hydroponic facility. In December of 2002, the County sold 53 acres of the McMurrain property to Pero for expansion of Pero's hydroponic facilities. Any farming components and improvements on the 570 acres McMurrain property will remain on site upon surrender. A major element of the Ag Reserve Acquisition Program was to ensure continued agricultural operations; and staff is requesting that Pero be allowed to continue its farming operations until the RFP is completed and an award is made. The continuity of operations on the McMurrain parcel will assist in preserving agricultural operations in the Ag Reserve.

Pero provided the Disclosure of Beneficial Interests listed as Attachment #4 in 2013 and has recently informed Staff that no changes have occurred as Peter Pero, IV (31%), Frank Pero (23%), Charles Pero (23%) and Angela Pero (23%) as holding interests in Pero Family Farms, LLC.



00-42-43-27-05-065-0010

LOCATION MAP





00-41-46-13-00-000-1030

LOCATION MAP



**Attachment #2**  
**Resolution (7 pages)**

**RESOLUTION NO. 2023-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A ONE 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 agricultural operation purposes in the Ag Reserve (R2013-0790); and

**WHEREAS**, Tenant has been farming the property since June 18, 2013 and the current lease expired on June 30, 2023 with no remaining options; and

**WHEREAS**, Tenant has begun its farming season by planting cover crops; and

**WHEREAS**, County is in the process of issuing a Request for Proposals to lease County owned real property within the Ag Reserve area for commercial farming; 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 farming operations in the Ag Reserve; extension of the Lease maintains continuity of existing farming operations in the Ag Reserve and such real property is not needed for County purposes.

**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 First Amendment to Lease attached hereto as Exhibit “A” and incorporated herein by reference, for a term of one (1) year and an annual rental of four hundred fifty-three thousand, two hundred seventy-five dollars and eighty-eight

cents (\$453,275.88), subject to adjustment to market rent when requested by County, 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 Gregg K. Weiss, Mayor  
Commissioner Maria Sachs, Vice Mayor  
Commissioner Maria G. Marino  
Commissioner Michael A. Barnett  
Commissioner Marci Woodward  
Commissioner Sara Baxter  
Commissioner Mack Bernard

The Mayor thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.


PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT &  
COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

By:   
Department Director



**Exhibit "A"**

**LEASE AGREEMENT**

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT** to Lease Agreement R2013-0790) dated June 18, 2013, as assigned by Assignment of Lease (R2019-1760) dated November 19, 2019 (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 "**Lessor**", and **Pero Family Farms, LLC.**, a Florida limited liability company, hereinafter referred to as "**Lessee**".

### WITNESSETH:

**WHEREAS**, Lessee entered into the Lease with Lessor pursuant to which Lessee leases from Lessor approximately 570.77 acres of farm land in the Agricultural (Ag) Reserve area, for commercial agricultural purposes as defined in the Lease; and

**WHEREAS**, Lessee farmed the leased area in the Ag Reserve since 2013 and the Lease expired on June 30, 2023 with no remaining options; and

**WHEREAS**, Lessee has begun its farming season by planting cover crops; and

**WHEREAS**, the County is in the process of issuing a Request for Proposals to lease this Agricultural (Ag) Reserve area for commercial farming, and it will be in the best interest of the County to maintain continuous farming operations; and

**WHEREAS**, Lessor and Lessee wish to amend the Lease to extend the term for one (1) additional year, which supports continuity of operations in the Ag Reserve area in accordance with the Ag Reserve Acquisition Program and establish the rent through the extended term.

**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. The Lease is hereby revised as follows:

The term of this Lease is hereby extended for one year commencing on July 1, 2023 and expiring June 30, 2024, unless sooner terminated pursuant to the other

provisions of this Lease ("Lease Term").

3. The Annual rent for the extended term will be \$453,275.88.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

**ATTEST:**

**LESSOR**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

**APPROVED AS TO  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Department Director

WITNESS:

LESSEE

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

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment #3  
First Amendment (4 pages)

## FIRST AMENDMENT TO LEASE AGREEMENT

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

**ATTEST:**

**LESSOR**

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER

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

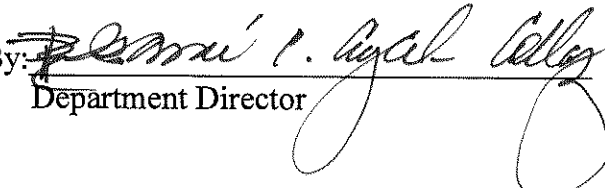
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor


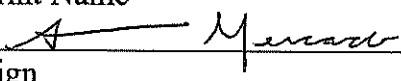
APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
Assistant County Attorney

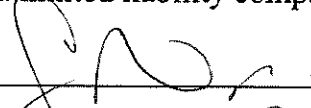
By:  \_\_\_\_\_  
Department Director

WITNESS:

  
 \_\_\_\_\_  
 Sign  
 Diana Chatoo  
 \_\_\_\_\_  
 Print Name  
  
 \_\_\_\_\_  
 Sign  
 Steven Mercado  
 \_\_\_\_\_  
 Print Name

LESSEE

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

By:   
 \_\_\_\_\_  
 Name: Angel Pero  
 \_\_\_\_\_  
 Title: Pres. Ltd  
 \_\_\_\_\_

**Attachment #4**  
**Disclosure of Beneficial Interests (7 pages)**

**EXHIBIT "J"**  
**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 Florida, 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: \_\_\_\_\_

The foregoing instrument was sworn to, subscribed and acknowledged before me this 21 day of May, 2013, by Angela Pero [  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA  
Carol L. Youngross  
Commission #DD904479  
Expires: AUG. 17, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]  
Notary Public  
Carol L. Youngross  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" to EXHIBIT "J"**

**PROPERTY**

**Tract No. W9-100-085**

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, South 01°01'00" East, along the East line of said Section 12 and Block 65, a distance of 71.94 feet; thence South 88°59'00" West, 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 South 89°51'07" West, 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 North 00°02'29" West, along the West line of said Tract 2, a distance of 0.66 feet; thence South 89°51'07" West, 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 South 00°02'16" East, along the West line of said Tract 3, a distance of 4.62 feet; thence South 89°51'07" West, 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 South 00°02'03" East, along said centerline a distance of 30.85 feet; thence South 89°37'57" West, 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 South 00°33'24" East, 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 North 89°57'53" East, along the South line of said Tract 7, a distance of 75.00 feet; thence South 00°33'24" East, 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 South 89°57'52" West, along said centerline, a distance of 105.12 feet; thence South 00°33'24" East, 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 of said Tract 22, thence, North 89°57'23" East, 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 North 01°03'04" West, 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 1/2 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.

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 South 01°01'00" East, along the East line of said Section 12 and Block 65, a distance of 2796.87 feet; thence South 88°59'00" West, 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 South 89°57'23" West, 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 North 00°02'42" West, along the West line of said Tract 29, a distance of 1.54 feet; thence South 89°57'23" West, 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 North 00°02'57" West, along the West line of said Tract 30, a distance of 3.30 feet; thence South 89°57'23" West, 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 2670.90 feet, to a point on the West line of said Tract 34; thence North 00°01'36" West, along the West line of said Tract 34, a distance of 0.50 feet; thence South 89°57'23" West, 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 South 00°33'24" East, along a line that is 50.16 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 2500.61 feet; thence North 89°44'03" East, 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 South 00°02'03" East, along said centerline, a distance of 69.64 feet; thence North 89°44'03" East, 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 North 00°02'29" West, along said East line of Tract 54, a distance of 585.05 feet to the Southwest corner of Tract 44, Block 65; thence North 89°56'39" East, 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 North 01°03'04" West, 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 South 01°01'00" East, along the East line of said Section 12 and Block 65, a distance of 3415.72 feet; thence South 89°57'09" West, departing said East line, a distance of 2062.73 feet to the Northeast corner of Tract 39, said corner also being the POINT OF BEGINNING; thence continue South 89°57'09" West, 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 South 00°02'03" East, 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 North 89°56'54" East, along said centerline, said centerline also being 15 feet South of and parallel with (as measured at right angles) the South line of said Tract 39, a distance of 675.31 feet; thence North

00°02'16" West, 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 South 89°44'03" West, 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 South 00°02'29" East, 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 South 00°02'29" East, along said prolongation of Tract 55, a distance of 677.89 feet to a point on the South line of the North half of the North half of the Northeast quarter of said Section 13; thence South 89°37'30" West, along said line, a distance of 1209.09 feet to a point on the West line of the Northeast quarter of said Section 13; thence South 89°37'30" West, along the South line of the North quarter of the Northwest quarter of said Section 13, a distance of 2653.96 feet to a point on the West line of said Section 13; thence North 01°12'33" West, along the West line of said Section 13 a distance of 589.29 feet; thence North 89°44'03" East, 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 quarter of said Section 13; thence North 00°59'20" West, along said line, a distance of 96.05 feet; thence North 89°44'03" East, 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 South 01°01'00" East, 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, South 88°59'00" West, 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 South 89°57'23" West, 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 North 00°02'42" West, along the West line of said Tract 29, a distance of 1.54 feet to a point on a line 43.56 feet South of and parallel with (as measured at right angles) the North line of said Tract 30; thence South 89°57'23" West, along said line, a distance of 660.22 feet; thence North 00°02'57" West, along the West line of said Tract 30, a distance of 3.30 feet; thence South 89°57'23" West, 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 North 00°01'36" West, along the West line of said Tract 34, a distance of 0.50 feet; thence South 89°57'23" West, 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 (As measured at right angles) the West line of said Tract 35; thence North 04°52'55" West, a distance of 70.01 feet to a point on the South line of Tract 22, said point being 44.88 feet East of and parallel with (as measured at right angles) the West line of said Tract 22; thence North 89°57'23" East, 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 South 01°03'04" East, 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 South 89°37'57" West, along the North line of said Section 12 and the North line of said Block 65, a distance of 684.29 feet; thence departing said North line, South 00°02'42" East, along the Northerly prolongation of the East line of said Tract 2, Block 65, Palm Beach Farms Co. Plat No. 3, a distance of 72.83 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 South 00°02'42" East, along said East line, a distance of 638.63 feet to the Southeast corner of said Tract 2; thence South 89°57'53" West, along the South line of said Tract 2, a distance of 330.05 feet; thence North 00°02'36" West, departing said South line, a distance of 637.98 feet to a point on aforesaid parallel line; thence North 89°51'07" East, along said parallel line, a distance of 330.03 feet to the POINT OF BEGINNING.

(legal continued on next page)



**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 2,796.87 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 Right-of-Way Map Section 93210-2524 and as described in the order of taking recorded in Official Record Book 10644, Page 353, Palm Beach County Records, a distance of 1,965.05 feet; thence South 89°56'39" 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°02'29" 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 1,966.54 feet; thence North 89°57'23" East, a distance of 660.22 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

Containing a total of 570.772 acres, more or less.

*This legal description and acreage are based on a boundary survey prepared by provided by Dennis J. Leavy PSM #5055 of Dennis J. Leavy & Associates, for use by the South Florida Water Management District.*

ECBMcMurrain Farms, Ltd.  
ORB: 8124, Pg. 19  
ORB: 9106, Pg. 1269  
Folio: 00424327050650010  
Folio: 00424327050650051  
Folio: 00424327050650160  
Folio: 00424327050653030  
Folio: 00424327050651030

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March 4, 1999  
Revised: March 2, 2000  
Revised: April 10, 2000  
Revised: August 29, 2002

Legal Description

*J.L.B.*

22 APR 2002

2002

**EXHIBIT "B" TO EXHIBIT "J"**

**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.

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>
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Peter F. Pero IV	14095 Star K Rd 7 Delray Beach, FL 33446	31%
Frank Pero	14095 Star K Rd 7 Delray Beach, FL 33446	23%
Charles Pero	14095 Star K Rd 7 Delray Beach, FL 33446	23%
Angela Pero	14095 Star K Rd 7 Delray Beach, FL 33446	23%



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002359	PERO FAMILY FARMS	Modified	Compliant						PERO FAMILY FARMS FOOD COMPANY LLC
		A++g , XV	The Phoenix Insurance Company	8100S2362812314G	5/1/2023	5/1/2024	Auto Liability		
		A++g , XV	Travelers Property Casualty Company of America	CUP0S2523002314	5/1/2023	5/1/2024	Excess Liability		
		A++g , XV	The Charter Oak Fire Insurance Company	Y6600S248789COF23	5/1/2023	5/1/2024	General Liability		
		A+g , XV	Pennsylvania Manufacturers' Association Insurance	1051341 202275	12/22/2022	12/22/2023	Workers Comp		

**Risk Profile :** Standard - General Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**