



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

G.1.

11/14/2023

Subject:

Approval RE: Renewal of Lease with Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida

Fiscal Impact:

\$25,927.02 per year for five (5) years

Dept/Office:

Solid Waste Management Department

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Resolution and First Amendment and First Lease Renewal with Deseret Ranches of Florida

Summary Explanation and Background:

On December 2, 2003, the Board of County Commissioners adopted a Resolution and executed a Lease Agreement with Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida (Deseret) for lease of 2,980 acres of land located at the future US192 Solid Waste Management Facility. The term of the Lease was 20 years with the right for Deseret to request two (2) additional five (5) year terms, with a written notice from Deseret of intent to renew 90 days prior to expiration of the Lease. Also included in the terms of the Lease was the adjustment of the per-acre cost every five (5) years based on the rent value of improved pastureland as published by the University of Florida Institute of Food and Agricultural Sciences. The original Lease Agreement is included as Exhibit "A" of the Lease Renewal.

On February 7, 2017, the County entered into a Settlement Agreement with Deseret regarding the construction of the US192 Solid Waste Management Facility. Paragraph 10 of the Settlement Agreement required the County to construct a fence east-west across the US192 property to separate the property into Northern and Southern Areas, with the Northern Area consisting of 1,083 acres, so that Deseret could remain leasing the Northern Area and the County could construct the US192 Solid Waste Management Facility in the Southern Area. Construction of the fence was initiated in October 2021 and completed in January 2022. The Settlement Agreement is included at Exhibit "B" of the Lease Renewal and notification to Deseret of Commencement of Construction is included as Exhibit "C" of the Lease Renewal.

On September 5, 2023, Deseret notified the County in writing of the desire to renew the Lease for one (1) additional five (5) year term for 1,083 acres at \$23.94 per acre. The Election to Renew Lease is included as Exhibit "D" of the Lease Renewal. The Lease Renewal has been reviewed and approved by Purchasing Services, Risk Management, and the County Attorney's Office, and the Resolution has been reviewed and approved by the County Attorney's Office.

Name of Contact: Thomas Mulligan, Department Director

Phone: 321-633-2042, x59182

Clerk to the Board Instructions:

Please sign and attest three (3) copies of the Resolution and Lease Renewal and return two (2) originals to Solid Waste



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

November 15, 2023

M E M O R A N D U M

TO: Tom Mulligan, Solid Waste Management Director

RE: Item G.1., Renewal of Lease with Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida

The Board of County Commissioners, in regular session on November 14, 2023, executed and adopted Resolution No. 23-141, authorizing the lease of County Property; and approved the First Amendment and First Lease Renewal with Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida. Enclosed are two fully-executed Resolutions and two fully-executed Amendments.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Denna Scott
Kimberly Powell, Clerk to the Board

/ds

Encls. (4)

cc: Contracts Administration
Finance
Budget

RESOLUTION NO. 2023-141

A RESOLUTION PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 OF THE BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASE OF COUNTY PROPERTY; PROVIDING FOR LEASE TERMS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as Brevard County, owns certain real property located at 109 Clayton Road, Melbourne, and identified as the Northern Area as depicted on Exhibit 6 of the February 7, 2017 Settlement Agreement between Brevard County and Deseret, for 1,083 acres, which is herein incorporated by reference. The property is part of the parcel of land identified on tax parcel map I.D. 27-35-20-00-1 lying in all of sections 19, 20, and 30, and portions of sections 29, 31, and 32, township 27 south, range 35 east, Brevard County, Florida; and

WHEREAS, Farmland Reserve, Inc., a Utah nonprofit corporation d/b/a Deseret Ranches of Florida, hereinafter referred to as "Deseret", desires to lease said property for the purpose of cattle ranching and wildlife management, pursuant to the terms set forth in the Lease attached in Exhibit "A"; and

WHEREAS, Brevard County wishes to lease the property to Deseret for the above-stated purposes.

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


1. Brevard County hereby agrees to lease the property to Deseret pursuant to the terms set forth in the First Amendment and First Lease Renewal attached as Exhibit "B".
2. Brevard County has determined that the Property is not needed for County purposes at this time, the proposed use is in the public interest and will serve a public purpose, that it is in its best interest of the County to enter into the lease for said purposes,
3. The County entered into the Lease with Deseret on December 2, 2003, with a 20-year term and the right to two (2) five (5) year extensions, and the parties now desire to renew the Amended Lease for a term of five (5) years effective December 3, 2023.
4. The annual rent shall be \$25,927.02 per year, as calculated in the First Amendment and Lease Renewal
5. In the event that the property is not used for the intended purpose or ceases to be used for the intended purpose, the property shall immediately revert to the County which shall thereafter have the right to re-enter and repossess the property.

DONE, ORDERED and ADOPTED in Regular Session this 14th day of November 2023.

ATTEST


Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Rita Pritchett, Chair

As approved by the Board on November 14, 2023

EXHIBIT "A"

FIRST AMENDMENT AND FIRST LEASE RENEWAL

FIRST AMENDMENT AND FIRST LEASE RENEWAL

This First Amendment and First Renewal of Lease is made and entered into effective as December 3, 2023, between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Farmland Reserve, Inc. dba Deseret Ranches of Florida, a Utah nonprofit corporation (hereinafter referred to as "Deseret").

Witnesseth:

Whereas, by Resolution No. 03-311, the County authorized leasing land for cattle ranching and wildlife management pending the County's development of the site as a solid waste management facility; and

Whereas, the parties hereto previously entered into a Lease Agreement on December 2, 2003 (hereinafter referred to as "Lease" and attached as Exhibit "A"), more specifically identified as Contract Number 571, for real property located in Brevard County, Florida, of approximately 2,980 acres of pastureland as depicted in Exhibit "A" (hereinafter referred to as "Property"); and

Whereas, the parties entered into a Settlement Agreement on February 7, 2017, as represented in Exhibit "B"; and

Whereas, Paragraph 11 of Exhibit "B" supersedes and replaces the notice provisions in Section 6 of the Original Lease; and

Whereas, the initial term of the Lease was for a term of twenty (20) years with the right to extend the term for two (2) successive five (5) year periods; and

Whereas, the parties desire to renew the Lease for a term of five (5) years commencing December 3, 2023 through December 2, 2028; and

Whereas, the parties have established the new rent rate of \$23.94 per acre for 1,083 acres for the renewal term as represented in Exhibit "D"; and

Now, therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Agreement by this reference.
2. This Lease is hereby renewed pursuant to the notification provision set forth therein for an additional period of five (5) years, continuing through December 2, 2028.
3. Section 10 is amended to include the following sentence: Beginning December 3, 2023, Lease rent rates shall be in accordance with the terms and calculations of "Exhibit D".

4. All terms and conditions of the Lease, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:


Rachel M. Sadoff, Clerk

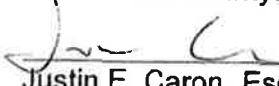
Brevard County, Florida

By: 
Rita Pritchett, Chair


Date: NOV 14 2023

As approved by the Board on November 14, 2023

Reviewed for legal form and content
for Brevard County:


Justin E. Caron, Esq., Assistant County Attorney

FARMLAND RESERVE, INC.

By: 
Printed Name: Clinton S. Richardson
Title: Assistant Vice President
Date: 11/11/23

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of November, 2023 by Clint Richardson on behalf of Farmland Reserve, Inc. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



JULIE LONG
Notary Public
State of Florida
Comm# HH367737
Expires 2/28/2027

Notary Public Signature


Name typed, printed or stamped

My Commission Expires: 2/28/2027

EXHIBIT "A"
DECEMBER 2003 LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is entered into effective as of December 2, , 2003 between BREVARD COUNTY, a political subdivision of the State of Florida ("**COUNTY**") and FARMLAND RESERVE, INC., a Utah nonprofit corporation dba DESERET RANCHES OF FLORIDA ("**DESERET**").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the following terms and conditions, the COUNTY leases to DESERET the real property (the "**Property**") described in the attached Exhibit "A."
2. The term of this Agreement (the "**Term**") is twenty (20) years, commencing on December 2, 2003 and ending December 2, 2023 unless otherwise terminated as provided herein. Provided that DESERET has not defaulted or otherwise breached the terms of this Agreement, DESERET shall have the right to extend the Term for two (2) successive five (5) year periods (the "**Renewal Terms**") on the same terms and conditions as set forth herein. At least ninety (90) days prior to the expiration of this Agreement, DESERET shall notify the COUNTY in writing of its desire for renewal. The COUNTY shall approve or deny the renewal request in writing prior to the expiration of the Agreement. After the first ten (10) years of this Agreement DESERET may terminate the Agreement, without further liability, upon 365 days prior written notice to the COUNTY. In the event the COUNTY sells the subject property to a third party, this Agreement shall survive the sale and DESERET shall maintain its rights and obligations under this Agreement for one (1) year after the date of sale. This Agreement shall be recorded in the public records of Brevard County, Florida.

3. Any and all use of the Property by DESERET as herein provided shall be subject to the paramount right of the COUNTY to use the Property to obtain permitting for and to use the Property as a solid waste management facility, which right shall be paramount, but which right shall be exercised subject to a standard of reasonableness. Provided, however that during the Term DESERET shall have exclusive use and possession of the Property for cattle operations, wildlife and related agricultural activities, subject only to the right of the COUNTY or its agent, at reasonable times, to enter in and on the Property for the purpose of inspecting, testing or studying such Property, using the Property for hurricane debris as provided herein, or for performing other duties as required by the terms of this Agreement and the rules and regulations, ordinances or laws of the appropriate governmental agencies.

4. In the event of a hurricane, the COUNTY shall have the right to temporarily use a portion of the Property for dealing with hurricane debris removal and cleanup. The debris may be brought to the Property, allowed to sufficiently dry, then sorted and ultimately removed offsite for disposal. This use shall be under a standard of reasonableness and comply with all permitting requirements.

5. So long as DESERET has the right to utilize the Property for cattle grazing, the COUNTY and DESERET shall each prohibit recreational use on the Property except by permission of the other party, provided, however, that DESERET shall be allowed to utilize and manage the property in its regular wildlife program including the harvesting of deer, turkey and other game species, in compliance with applicable local, state and federal laws.

6. DESERET, its assigns, agents, and designees shall have exclusive use and possession of the Property or any portion thereof for the purpose of cattle operations, wildlife and related agricultural activities, until such time as the COUNTY begins construction or related activities which will interfere with such use of any affected part of the Property by DESERET and can demonstrate this fact under a standard of reasonableness. The COUNTY will notify DESERET of the portion of the Property that will be affected when the COUNTY begins construction. Provided that the COUNTY gives notice before June 1st, DESERET's use of such affected property shall cease on September 30th next following the date the COUNTY shall give notice. Otherwise, DESERET's use shall cease on September 30th of the year following the giving of notice. The parties shall then cooperatively plan a schedule regarding the property not affected by construction to accommodate DESERET's continued use and the COUNTY's future construction schedule. DESERET shall continue to use the property not affected by construction until such time as it shall be affected by construction or related activities. Rent shall be equitably adjusted to take into consideration that part of the Property no longer being used by DESERET. DESERET agrees, upon five (5) days written notice that the COUNTY will need to conduct testing on or otherwise temporarily use a portion of the Property being used for cattle grazing, to temporarily relocate any cattle from said portion of the Property.

7. To protect the Property against unauthorized entry by third parties, DESERET shall furnish to the COUNTY and the COUNTY shall furnish to DESERET a list of all persons, except employees carrying identification as employees, who are utilizing the Property under their respective authorizations. Such lists shall be furnished within sixty (60) days after the execution of this Agreement, and shall be updated as necessary.

8. DESERET shall be entitled to perform routine maintenance and cleaning of ditches and necessary pasture renovation. DESERET shall bear the cost of all such maintenance, cleaning and renovation.

9. DESERET agrees to keep the Property free and clear of any obstruction, rubbish and litter. DESERET agrees to maintain the Property in the manner and condition as previously maintained and return same to the COUNTY upon termination or expiration in such condition, reasonable wear and tear excepted. Nothing herein shall be construed as consent on the part of DESERET to any change in the flow of surface water across any other property owned by DESERET. DESERET shall not use the property for any purposes other than for cattle operations, wildlife and other related agricultural activities.

10. During the first five years of this Agreement, DESERET agrees to pay the COUNTY as rent for the use and occupancy of the Property, the sum of Sixteen dollars and Seventy-seven cents (\$16.77) per acre per year, payable in quarterly installments in advance. Rent for any portion of a year shall be prorated. Checks shall be made payable to the Board of County Commissioners, Brevard County, Florida, and mailed to Brevard County Solid Waste Department, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940. The amount of rent shall be adjusted at the end of each five-year period. The rent for the second five-year period shall be determined by multiplying the dollar value under the category for cash rent for improved pastureland for the Central region as published by the University of Florida Institute of Food and Agricultural Sciences (for the year 2002 such data was published in Report No. 150 under title Florida Agricultural Land Values: The 2002 Survey Results, by John E. Reynolds)

for the year preceding each such adjustment date by eighty-three percent (83%). The amount of rent for the third and fourth five-year periods shall be determined in like manner. In the event such data is no longer published, the parties shall agree on another similar publication or method of determining the adjustment in the rent.

11. DESERET shall pay for all utility charges connected with DESERET's use of the Property. DESERET shall arrange for the provision of utilities required for DESERET's use, shall pay for all charges required for connection or extension, if any, and DESERET shall be responsible for maintenance of all utilities to the extent that DESERET's agreement with the utility may require customer responsibility for maintenance.

12. Should DESERET so desire, DESERET may, at its sole cost and expense, reconstruct the corrals and/or install cattle scales in generally the same location and to a similar size and standard as presently existing. The plans, specifications and location for all other improvements, structures, fixtures and equipment and facilities made by DESERET to the Property shall be submitted to and approved by the Solid Waste Department Director prior to construction or installation of such improvement, structure or facility. Such approval shall not be unreasonably withheld, and any such approval shall be granted or denied in writing within thirty (30) days of submission. Otherwise, approval shall be deemed to have been granted. It is hereby mutually agreed and understood that any building, structure, or facility placed or constructed on the Property and permanently attached thereto shall become the Property of the COUNTY upon termination of the use by DESERET, whether by breach or expiration of the term of use.

DESERET shall execute any and all papers necessary to effect transfer of title of same to the COUNTY.

13. DESERET accepts the Property for use in its cattle operations, wildlife and related agricultural activities as of the effective date of this Agreement in its existing condition as is, where is, and with all faults, without representation of warranty of any kind, expressed or implied, including, but not limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions. DESERET's use of the Property shall be subject to all recorded matters, laws, ordinances, and governmental regulations and orders. DESERET hereby acknowledges that it has been afforded full opportunity to and has fully investigated such matters to its satisfaction prior to entering into this Agreement, or will investigate such matters fully, and is entering in this Agreement solely upon such investigations. Except as provided within this Agreement, DESERET acknowledges that the COUNTY has made no representations or warranties to DESERET as to the conditions of the Property or the suitability of the Property for DESERET's intended use.

14. DESERET shall obtain any required permits or approvals from the State Division of Forestry prior to conducting open burns or controlled burns.

15. DESERET shall make no illegal, improper, immoral or unlawful use of the Property, nor will DESERET allow the use of the Property for any purpose other than that set forth herein. Failure of DESERET to comply with this provision shall be considered a material default of this Agreement.

16. DESERET agrees that it will indemnify and hold the COUNTY harmless from any and all liability, claims, damages, expenses (including attorney fees), proceedings and causes of action of every kind and nature arising out of or connected with DESERET's use, occupation, management or control of the Property, or the improvements thereon, or the equipment and fixtures used in connection with the Property. DESERET agrees that it will, at its own expense, defend any and all actions, suits or proceedings that may be brought against the COUNTY in connection with and arising out of DESERET's use, occupation, management or control of the Property, and that DESERET will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such action or proceeding. The Parties acknowledge that valuable consideration has been given for the provisions of this indemnity clause.

17. To the extent allowed by Section 768.28, Florida Statutes, the COUNTY agrees that it will indemnify and hold DESERET harmless from any and all liability, claims, damages, expenses (including attorney fees), arising out of or connected with the COUNTY'S right of entry during the term of DESERET's use of the Property. The Parties acknowledge that valuable consideration has been given for the provisions of this indemnity clause.

18. DESERET further agrees to provide and maintain at all times during the Term without cost or expense of the COUNTY, policies of insurance generally known as Comprehensive Commercial General Liability Policies, insuring DESERET against any and all claims, demands and causes of action whatsoever for injuries received and damage to the Property in connection with DESERET's use, occupation, management and control of the Property and improvements

thereon. Such policies of insurance shall insure DESERET in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, to cover any and all claims connected with any accident or occurrence that may arise or be claimed to have arisen against DESERET. DESERET shall also obtain property damage insurance insuring DESERET in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) to cover the claims of any person or persons from a single or specific act that results in alleged damage to Property. This insurance shall provide that the COUNTY shall be entitled to thirty (30) days notice of any changes or cancellation in said policy. DESERET shall notify the COUNTY immediately in writing of any potentially hazardous condition existing on or about the Property. DESERET shall provide the described insurance policies with insurers acceptable to the COUNTY. These insurance requirements may not relieve or limit the liability of DESERET. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect DESERET's interest or liabilities, but are merely minimums. A copy of DESERET's insurance policies shall be provided to the Brevard County Solid Waste Management Department Director, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940, within ten (10) days of the date of execution of this Agreement.

19. All personal property housed or placed at the Property shall be at the risk of DESERET and the COUNTY shall not be liable for any loss or damage to DESERET's personal property located thereon for any cause whatsoever except the COUNTY'S intentional or negligent acts or omissions. DESERET agrees and understands that the COUNTY does not and shall not carry liability, theft or fire insurance on the Property to cover DESERET's interest.

20. DESERET shall promptly comply with all statutes, ordinances, rules, regulations and requirements of all local, state and federal governments applicable to the Property.
21. Except as otherwise provided herein, DESERET shall not assign or lease all or any portion of the Property, nor allow the same to be assigned by operation of law or otherwise except to an affiliate corporation without the express written consent of the COUNTY.
22. DESERET understands and agrees that DESERET's use of the Property is upon the expressed condition that should DESERET fail or neglect to perform or observe any or all the covenants contained within this Agreement, or fail to make any constructive use of the Property for the purpose designated herein, which failure or neglect continues for a period of thirty (30) days after receipt of written notice, then DESERET's right to use the Property as contained herein shall, at the option of the COUNTY, become null and void. Time is of the essence in the performance of all covenants and conditions.
23. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs. Any action brought in law or equity to enforce the terms of this Agreement shall be held before a court of competent jurisdiction in and for Brevard County, Florida and any trial conducted shall be non-jury.
24. Any notice required to be given shall be provided to the COUNTY at the Office of the Solid Waste Management Department, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940. Notice to DESERET shall be given at 13754 DESERET Lane, St. Cloud, Florida 34773.

25. No section or provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the COUNTY. The failure of the COUNTY to insist upon the strict performance of the terms of this Agreement, or the failure of the COUNTY to exercise any right, option or remedy set forth in this Agreement shall not be construed as a waiver of any other right, option or remedy the COUNTY may have under this Agreement or as a waiver of a subsequent breach of the terms of this Agreement.

26. DESERET shall retain the right to oppose in any appropriate forum the COUNTY'S efforts to obtain any and all requisite permits, approvals and licenses for operating a solid waste management facility and related activities on the Property. However, once the COUNTY has amended its Comprehensive Plan, with final approval from the State Department of Community Affairs, and obtained the necessary approvals, permits and licenses for operating a solid waste management facility, DESERET shall waive all rights to seek legal action to overturn same in any forum. The foregoing shall not preclude DESERET from objecting to the proposed actions of any agency or regulatory body and seeking administrative hearings through the Division of Administrative Hearings.

27. DESERET shall, upon execution of this Agreement, immediately take all reasonable and necessary steps to withdraw the Property from any and all requests or applications that may have been filed for certification, permits or licensing to operate a water utility system on the property owned by DESERET, and DESERET shall not henceforth seek to use the Property or any portion thereof for a water utility system or any activity related thereto for so long as the COUNTY shall hold title to the Property.

28. COUNTY shall not object to or oppose any efforts DESERET may take to transfer DESERET's existing consumptive use permits from water wells now on the Property or other of DESERET to water wells outside the Property, but DESERET shall not be entitled to utilize COUNTY'S lack of opposition to such transfer to contest or to impede the permitting and operation of a solid waste management facility and related activities on the Property. DESERET shall not locate any new water wells within one-half (1/2) mile of the Property, until such time as the COUNTY has obtained all necessary permits for operating a class I and class III landfill on the Property.

29. To the extent it is reasonably possible, the COUNTY agrees to maintain the existing surface water flow through the Property. The COUNTY agrees to notify DESERET at least ten (10) days prior to any change in the use of the Property which the COUNTY has reason to believe will interfere with said surface water flow. Nothing herein shall be construed as consent on the part of the DESERET to any change in the flow of surface water across any other property owned by the DESERET.

30. This Agreement, in addition to the unexpired terms of the Stipulated Final Judgment entered in Brevard County v. The Church of the Jesus Christ Latter Day Saints, Case No. 90-5039-CA-J/C, recorded in the Brevard County Public Records at OR Book 3151, Page 4289, constitutes the entire agreement of the parties. This Agreement may not be altered, waived, extended or amended except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Farmland Reserve, Inc.

By: John W. Creer
John W. Creer,
Its: President

Signed, sealed and delivered in the
presence of:

Robert D. Lamoreaux Witness

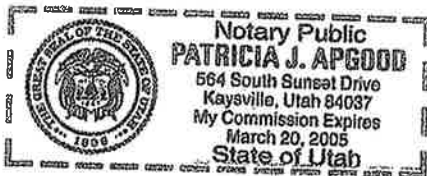
Robert D. Lamoreaux Print Name

Max P. Brough Witness

Max P. Brough Print Name

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 30th day of September, 2003, by John W. Creer, President of Farmland Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Patricia J. Apgood

Notary Public Commission No.

Name of Notary typed, printed or stamped below:

DONE, ORDERED AND ADOPTED in Regular Session, this 2nd day of December, 2003.

ATTEST

Scott Ellis

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Nancy Higgs

Nancy Higgs, Chair

(As approved by the Board on 12-02-03)

Reviewed for legal form and
content: [Signature]

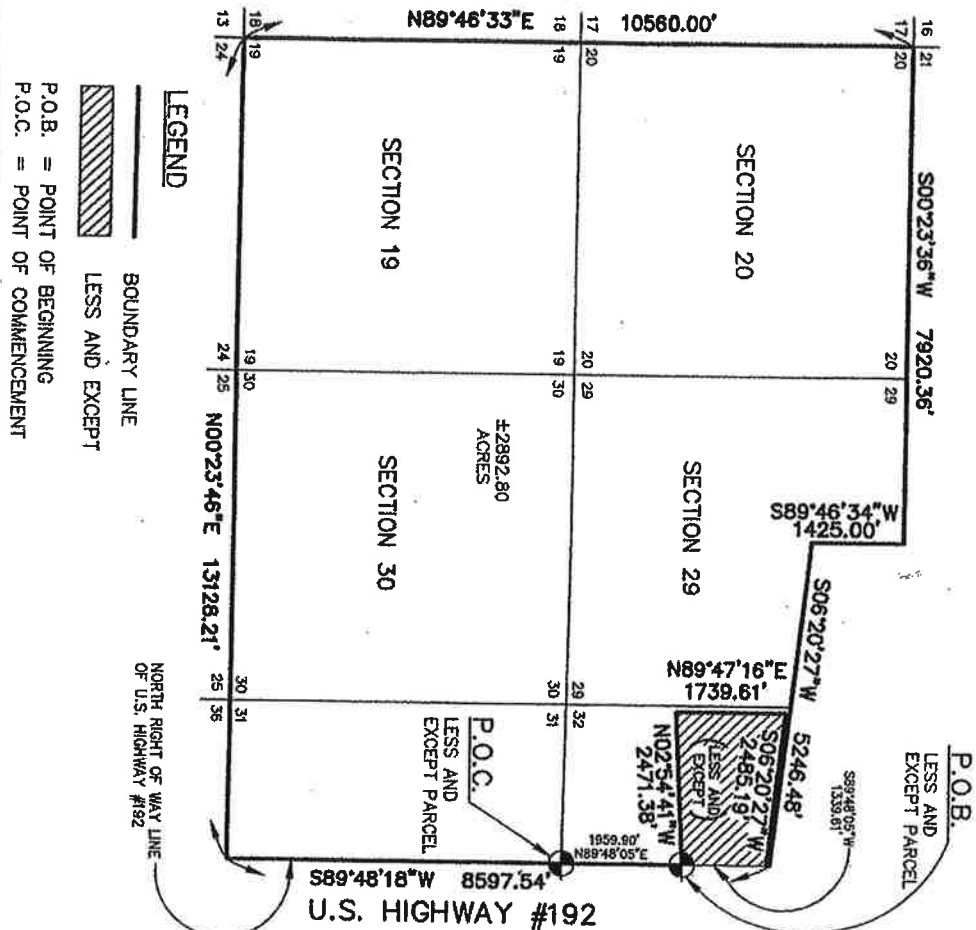
Assistant County Attorney



SCALE:
1" = 2000'

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY, BUT ONLY A GRAPHIC
DEPICTION OF THE LEGAL DESCRIPTION HEREON
SECTIONS 19, 20, 29, 30, 31, & 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST
BREVARD COUNTY, FLORIDA



LEGAL DESCRIPTION: (PREPARED BY SURVEYOR, AUGUST, 2002)

ALL THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3151, PAGES 4289 THROUGH 4293, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING A PART OF SECTIONS 29, 31, AND 32, AND ALL OF SECTIONS 19, 20, AND 30, TOWNSHIP 27 SOUTH, RANGE 35 EAST.

LESS AND EXCEPT:

A PARCEL OF LAND LYING WITHIN A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3151, PAGE 4289, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SECTION 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST, (BREVARD COUNTY, FLORIDA) AND THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 192; THENCE N89°48'05\"/>

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2892.80 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED NORTH REFERENCED TO THE NORTH RIGHT OF WAY OF U.S. HIGHWAY #192, WHICH BEARS S89°48'05\"/>

DATE: AUGUST 14, 2002
PROJECT NUMBER: 0207082-2
DRAWN BY: R. HENNING
CHECK BY: S.G. JACKSON
SCALE: 1" = 2000'
SHEET: 1 OF 1
FIELD BOOK: NA PAGE: NA
SECTIONS 19, 20, 29, 30, 31, 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST
REFERENCE PROJECT: 0207082
DRAWING NAME: 02-07-082-2.DWG

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

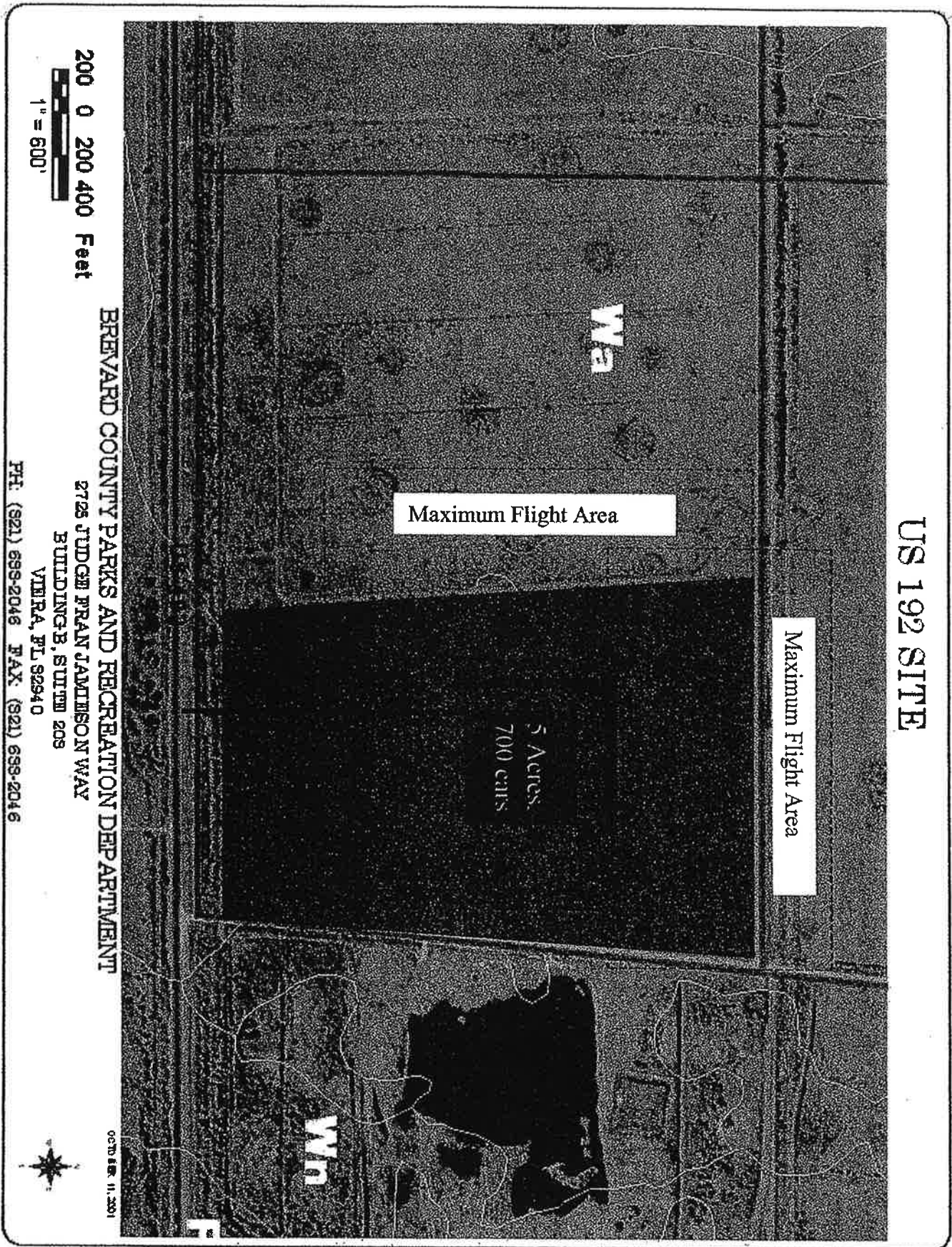
THIS SKETCH IS PREPARED AND CERTIFIED FOR THE EXCLUSIVE USE OF THE BREVARD COUNTY DEPARTMENT NAMED HEREON, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SUSAN G. JACKSON, PROFESSIONAL LAND SURVEYOR & MAPPER NO.4637

BREVARD COUNTY
PUBLIC WORKS
SURVEY DEPARTMENT

2725 JUDGE FRAN JAMESON WA
BUILDING A, SUITE A 202
VIERA, FL 32940
PHONE (321)633-2080

US 192 SITE



Meeting Date
December 2, 2003



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA	
Section	Unfinished Business
Item No.	V.A.

SUBJECT: Discussion: Lease of County Property and Agreement Between Brevard County and Farmland Reserve, Inc. (a Utah non-profit corporation) DBA/ Deseret Ranches of Florida (Deseret)

DEPT. / OFFICE: Solid Waste Management Department - Euripides Rodriguez, Director; 633-2042; mail to Euripides.Rodriguez@BCC@SWA

Requested Action:

It is requested that the Board of County Commissioners discuss the leasing of the future Solid Waste Landfill site.

Summary Explanation & Background:

The Solid Waste Management Department purchased 2,980 acres west of Interstate 95 and north of U.S. Highway 192. This property was then leased to the Church of Latter Day Saints to be used for ranching purposes until the Department, in consideration of the needs of the solid waste system, would seek permits for landfill operations on the site.

During the period of 1995 through 1999, the Board took actions to expand the existing solid waste facilities and hold the above-named property for future expansion of the system. Concurrently, the Board granted Deseret a lease for use of the property that expired on September 30, 2001. At that time the Church's Representative indicated that it wanted to continue with a lease on this property. On November 20, 2001, the Board gave permission to the Department to negotiate a new lease on the property.

The alternatives would be:

1. Not to sign the lease, and leave the property vacant.
2. Sell the entire property.
3. Sell a portion of the property.

A lease was negotiated which excludes ninety (90) acres that could be leased at a later date to Brevard County Parks and Recreation Department with the same terms as the lease with Deseret for use by a remote-control model airplane club. As part of this process, it is necessary for the Board to adopt a resolution to authorize the lease of this property for cattle ranching and wildlife management.

The term of this lease is twenty years with two (2) five-year extensions. After the first ten years, Deseret may terminate this agreement with 365 days of prior notice. Also, the County retains the right to develop a solid waste facility during the term of this agreement; and that the property, or a portion thereof, can be sold by the County. In the event of a hurricane, the County will have the right to use a portion of this site for debris removal and cleanup. Deseret may oppose the County in its permitting process, but will waive all rights to oppose once the County has amended its Comprehensive Plan with final approval from the State Department of Community Affairs. This agreement has the additional effect of resolving Deseret's "right" to re-purchase the land and claim the County defaulted on not commencing construction of a solid waste facility on that site within ten years of the original purchase. During the first five years, Deseret agreed to pay \$16.77 per acre per year with the amount of payment adjusted every five years to 83% of the category of cash rent for improved pastureland as published by the University of Florida (Currently, Deseret is paying \$10.00 an acre per year). The category used in the report to define the payment was determined by the characteristics of the property. The property is not all improved property and a 17% of the property was determined to be unimproved. Using the study published by the University of Florida gave both parties an independent value for the rental of this type of property.

If the Board determines to approve this lease, then a Resolution to Lease needs to be adopted.

Cost Benefit Analysis:

This will provide an increase of over 67% of the current income derived from this lease thereby providing a yearly revenue stream of forty-eight thousand, four hundred sixty-five dollars and thirty-cents (\$48,465.30) to the County for the first five years.

Vision Statement:

Providing for the health, education, and social needs of our citizens.

Exhibits Attached:

Deseret Lease Major Conditions; Resolution; Contract

Contract /Agreement (If attached): Reviewed by County Attorney Yes ☒ No ☐

County Manager's Office

Tom N. Jenkins, County Manager

Department: Solid Waste Management Department

Euripides Rodriguez, Director

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

SANDY CRAWFORD, Clerk to the Board, 700 Park Avenue, Titusville Florida 32780
BERNADETTE S. TALBERT, Deputy Clerk (407) 264-5240



October 25, 1995

RECEIVED
OCT 30 1995

SOLID WASTE ADM.

MEMORANDUM

TO: Richard Rabon, Solid Waste Management Director

RE: Proposed South Brevard Landfill on Deseret Property

The Board of County Commissioners, in regular session on October 24, 1995, authorized you to put the Lease Agreement with Deseret Ranches on the Agenda for November 14, 1995, regarding the property used for cattle grazing. Enclosed is a copy of the Agenda Report.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SANDY CRAWFORD, CLERK

Bernadette Talbert, Deputy Clerk

Encl. (1)

cc: Commissioner Cook, District 4
County Manager

HUMAN SCARBOROUGH, JR.
District 1

RANDY O'BRIEN
District 2

NANCY HIGGS
District 3

MARK COOK
District 4

SCOTT ELLIS
District 5

TOM N. JENKINS
County Manager

SCOTT L. KNOX
County Attorney

SANDY CRAWFORD
Clerk

Deseret Lease Major Conditions

- ◆ Term of lease agreement is twenty years with two five-year extensions.
- ◆ After the first ten years, Deseret may terminate the lease.
- ◆ In the event of sale by the County, Deseret shall maintain its rights and obligations for one year after the date of sale.
- ◆ The County has the paramount right to use the property as a solid waste management facility.
- ◆ The agreement has the additional effect of resolving Deseret's "right" to repurchase the land and claim the County defaulted on not commencing construction of a solid waste facility on that site within ten years of the original purchase.
- ◆ In the event of a hurricane the County has the right to temporarily use a portion of the property for dealing with hurricane debris removal and cleanup.
- ◆ The County shall have the right to construct a solid waste management facility during the term of this lease with Deseret retaining the use of the portion of the property not affected by these activities.
- ◆ Deseret shall retain the right to oppose the County in any appropriate forum the County's efforts to obtain permit for operating a solid waste management facility. However, once the County has amended its Comprehensive Plan, with final approval from the state Department of Community Affairs, Deseret shall waive all rights to seek legal action to overturn the same in any forum.
- ◆ Deseret shall not locate any new wells within 1/2 miles of the property until the County has obtained all permits needed for operating a Class I and Class III landfill on the property.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Farmland Reserve, Inc. dba Deseret Ranches		2. Amount:
3. Fund/Account #: 4010 / 3620050 / R30340	4. Department Name: Solid Waste Management	
5. Contract Description: First Amendment and first lease renewal CM 571		
6. Contract Monitor: Debbie Feingold / Joe Hacker		8. Contract Type: LEASE/RENTALS
7. Dept/Office Director: Tom Mulligan		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Thomas Mulligan

Digitally signed by Thomas Mulligan
Date: 2023.10.11 08:41:03 -04'00'

Purchasing

☒
☐

Bowers, Mary

Digitally signed by Bowers, Mary
Date: 2023.10.12 08:04:39 -04'00'

Risk Management

☒
☐

Watson, Michael

Digitally signed by Watson, Michael
Date: 2023.10.24 13:46:08 -04'00'

County Attorney

☒
☐

Caron, Justin

Digitally signed by Caron, Justin
Date: 2023.11.01 13:27:58 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

Contract Administration (Administrative Order AO-29)

SEP 05 2003


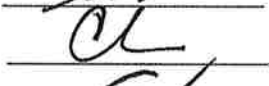
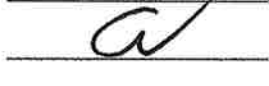
SECTION 1

1. Contractor: DESERET RANCHES OF FLORIDA		
2. B.A./Cost Center:	3. Name: Solid Waste Management Department	
4. Contract Description: LEASE AGREEMENT FOR PASTURELAND		
5. Contract Compliance: Gloria J. Harris	6. Transmittal Received-Date & Initial	7. Mail Stop: 81
8. Dept. Director: Euripides Rodriguez	9. Agency Type: ZL/R	
ACTION DATE: <i>30 days from entry</i>		ACTION REQUIREMENT: <i>Need complete data</i>

SECTION 11

The following departments must approve all contracts submitted to the Board:

DEPARTMENT APPROVAL

	Yes	No	INITIAL	DATE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>9/5/2003</u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>9/9/03</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>9/8/03</u>
Contract Compliance	<input type="checkbox"/>	<input type="checkbox"/>		

If any office denies approval, the package will be returned immediately to the User Agency.

ROUTING SCHEDULE AFTER EACH APPROVAL - please check and forward:

- ☐ County Attorney
- ☐ Risk Management
- ☐ Gloria J. Harris, Solid Waste Mgmt. Dept., Mail Stop #81

BREVARD *County*
BOARD OF COUNTY COMMISSIONERS

RECEIVED

DEC 08 2003

SOLID WASTE MGMT DEPT
FLORIDA'S SPACE COAST

BERNADETTE S. TALBERT, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999 Telephone: (321) 264-6970
Fax: (321) 264-6972



December 2, 2003

MEMORANDUM

TO: Euripides Rodriguez, Solid Waste Management Director

RE: Item V.A., Resolution and Lease Agreement with Farmland Reserve, Inc. d/b/a
Deseret Ranches of Florida

The Board of County Commissioners, in regular session on December 2, 2003, adopted Resolution and executed Lease Agreement with Farmland Reserve, Inc. for lease of the future solid waste landfill site. Enclosed are two fully-executed Resolutions and Lease Agreements for your action.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script, appearing to read "Bernadette S. Talbert".

Bernadette S. Talbert, Deputy Clerk

Encls. (4)

cc: Contracts Administration
Finance
Budget

RESOLUTION NO. 03- 311

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE LEASE OF COUNTY PROPERTY; PROVIDING FOR CONDITIONS UPON TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida (County), owns certain real property described in Exhibit "A"; and

WHEREAS, the Farmland Reserve, Inc., a Utah nonprofit corporation d/b/a Deseret Ranches of Florida (Deseret) proposes to utilize the area described at Exhibit "A" for cattle ranching and wildlife management pending the County's development of the site as a solid waste management facility.

WHEREAS, the time necessary to develop the property as a solid waste management facility is five to ten years.

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

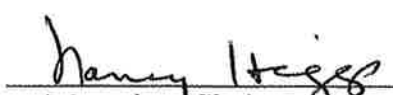
1. The County hereby agrees to lease the property described in Exhibit "A" to Deseret, pursuant to the Agreement attached as Exhibit "B".
2. The County has determined that the Lease Agreement does not conflict with development of the site as a solid waste management facility.
3. The Lease Agreement requires Deseret to pay rent for the use and occupancy of the property at the rate of Sixteen dollars and Seventy-seven cents (\$16.77) per acre, per year, payable in quarterly installments in advance. The rent amount shall be reviewed every five years pursuant to the Lease Agreement.
4. This resolution shall take effect immediately.

DONE, ORDERED and ADOPTED in Regular Session this 2 day of December, 2003.

ATTEST:


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

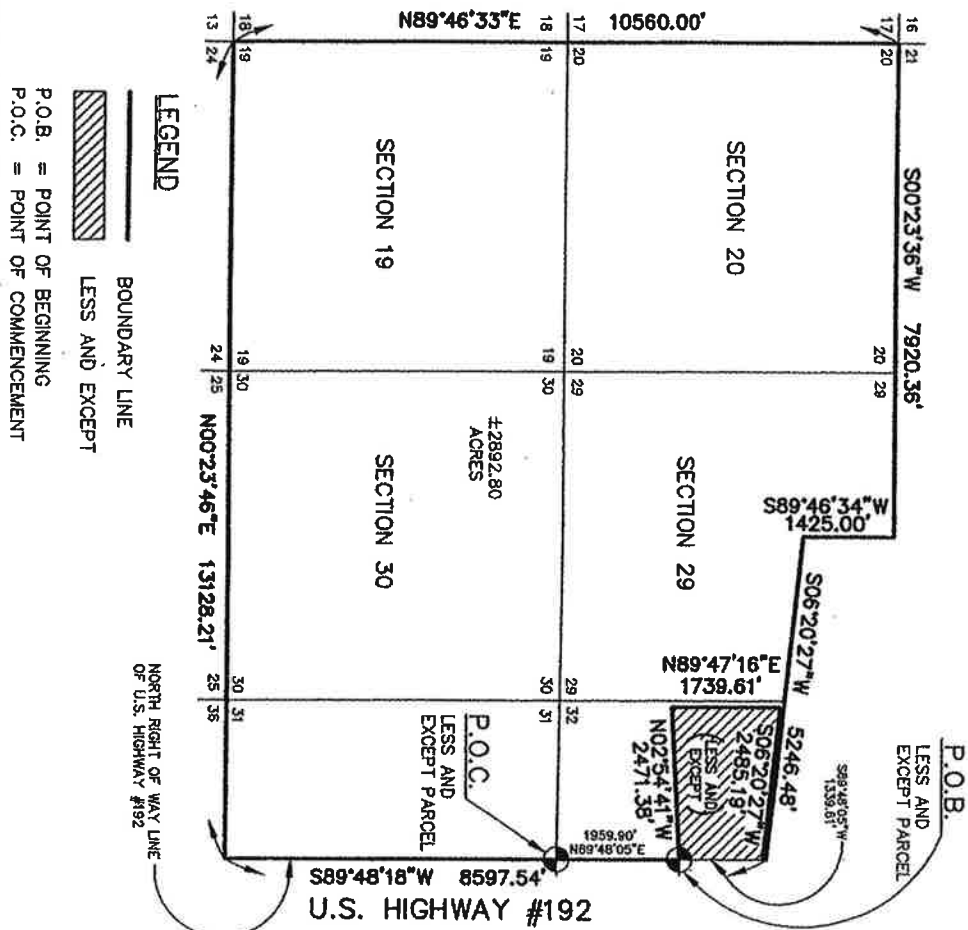

Nancy Higgs, Chair

(As approved by the Board on 12-02-03)

SCALE:
1" = 2000'

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY, BUT ONLY A GRAPHIC
DEPICTION OF THE LEGAL DESCRIPTION HEREON
SECTIONS 19, 20, 29, 30, 31, & 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST
BREVARD COUNTY, FLORIDA



LEGAL DESCRIPTION: (PREPARED BY SURVEYOR, AUGUST, 2002)

ALL THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3151, PAGES 4288 THROUGH 4293, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING A PART OF SECTIONS 29, 31, AND 32, AND ALL OF SECTIONS 19, 20, AND 30, TOWNSHIP 27 SOUTH, RANGE 35 EAST.

LESS AND EXCEPT:

A PARCEL OF LAND LYING WITHIN A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3151, PAGE 4288, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SECTION 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST, (BREVARD COUNTY, FLORIDA) AND THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 192; THENCE N89°48'05\"/>

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2892.80 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED NORTH REFERENCED TO THE NORTH RIGHT OF WAY OF U.S. HIGHWAY #192 WHICH BEARS S89°48'05\"/>

DATE: AUGUST 14, 2002
PROJECT NUMBER: 0207082-2
DRAWN BY: R. HENNING
CHECK BY: S.G. JACKSON
SCALE: 1" = 2000'
SHEET: 1 OF 1
FIELD BOOK: NA PAGE: NA
SECTIONS 19, 20, 29, 30, 31, 32, TOWNSHIP 27 SOUTH, RANGE 35 EAST
REFERENCE PROJECT: 0207082
DRAWING NAME: 02-07-082-2.DWG

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

THIS SKETCH IS PREPARED AND CERTIFIED FOR THE EXCLUSIVE USE OF THE BREVARD COUNTY DEPARTMENT NAMED HEREON, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SUSAN G. JACKSON, PROFESSIONAL LAND SURVEYOR & MAPPER NO.4637

BREVARD COUNTY
PUBLIC WORKS
SURVEY DEPARTMENT

2725 JUDGE FRAN JAMIESON WAY
BUILDING A, SUITE A 202
VIERA, FL 32940
PHONE (321)633-2080

EXHIBIT "B"
FEBRUARY 2017 SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement ("the Agreement") is entered into as of this 7th day of February, 2017 ("the Effective Date") by and between Farmland Reserve, Inc. (d/b/a Deseret Ranches of Florida or "Deseret"), a non-profit corporation authorized to conduct business in Florida, and Deer Park Ranch, Ltd. ("Deer Park"), a Florida limited partnership, and Brevard County ("County"), a political subdivision of the State of Florida.

BACKGROUND FACTS

A. The County owns certain real property ("the Site") located adjacent to U.S. 192 in the western part of Brevard County, Florida. The Site contains approximately 2,980 acres and is more particularly described in Exhibit 1, which is attached to this Agreement. The County plans to use the Site for the development of the County's future solid waste management facilities, including a "Class III" landfill, two "Class I" landfills, and other ancillary facilities. The County's plans for the development of the Site are depicted in the "Phase II Development Site Plan" ("Site Plan") that is attached to this Agreement as Exhibit 2.

B. On December 15, 2011, the Florida Department of Environmental Protection ("the Department" or "FDEP") issued a construction permit (Permit No. SC05-0296030-001) and an operation permit (Permit No. SO05-0296030-002) that authorized the construction and operation of the first cell (i.e., disposal area) of the County's proposed Class III landfill. These permits were issued pursuant to the FDEP solid waste rules in Chapter 62-701, Florida Administrative Code ("F.A.C."). These two solid waste permits ("the Solid Waste Permits") also authorized the construction and operation of other related facilities ("Related Facilities"), including but not limited to an entrance road, a scale house, leachate storage tanks, administrative offices, and a Multi-Use Area, which will be used for collecting, storing, and processing Yard Trash, White Goods, Waste Tires, and scrap metal. The approximate locations of the Class III landfill and the Multi-Use Area are depicted on the Site Plan that is attached hereto as Exhibit 2.

C. The County filed applications with the Department pursuant to Chapter 62-330, F.A.C., for two Environmental Resource Permits ("ERPs")—i.e., a construction ERP and a conceptual ERP. If the ERPs are issued, the ERPs would authorize the County to (1) conduct dredging, filling, and other activities that will affect certain wetlands on the Site and (2) construct and operate certain stormwater management systems on the Site. The County's ERP application for a construction permit ("the Construction Permit") seeks FDEP's approval of the development of the wetland areas and stormwater management systems to be used for the proposed Class III landfill and Related Facilities. In addition, the County's ERP application for the Construction Permit seeks FDEP's approval of the development of the wetland areas and stormwater management ponds to be used for the two proposed Class I landfills. The County's ERP application for a conceptual permit ("Conceptual Permit") seeks approval of the County's

long range plans for the development of the County's Site, including but not limited to the build-out of the stormwater management systems for the proposed Class I landfills. On January 15, 2016, the Department gave notice of its intent to issue the Construction Permit (Permit No. 05-301799-004-El) and the Conceptual Permit (Permit No. 05-301799-003-EC) sought by the County.

D. Deseret and Deer Park each filed a petition for a formal administrative hearing and thereby challenged the Department's decision to issue the Construction Permit and Conceptual Permit to the County. Deseret, Deer Park, the County, and the Department are now parties in two administrative proceedings that have been consolidated and are pending before the Florida Division of Administrative Hearings ("DOAH"). These DOAH cases (collectively, "the Lawsuits") are styled as follows: Deer Park Ranch, Ltd. v. Brevard County Solid Waste Management Department and Department of Environmental Protection, DOAH Case No. 16-3549, and Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida v. Brevard County Solid Waste Management Department and Department of Environmental Protection, DOAH Case No. 16-3550.

E. Deseret, Deer Park, and the County have negotiated the terms of this Agreement to completely and permanently resolve the Lawsuits. Each of them agree that entering into and complying with the terms of this Agreement shall not be deemed to constitute an admission of law or fact by any Party and shall not be deemed to constitute a concession concerning the merits of any allegation or argument asserted by any Party in the Lawsuits.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties promises and agrees to comply with the following provisions of this Agreement:

1. Background Facts. The background facts set forth above in Paragraphs A, B, C, D, and E are true, correct and incorporated herein by this reference.
2. Definitions. The capitalized words and phrases in this Agreement are defined in Exhibit 3, which is attached hereto. The definitions in Chapter 403, Florida Statutes, and Title 62, Florida Administrative Code, shall supplement the definitions contained herein. If there is a conflict between the definitions contained in this Agreement and the definitions contained in any statute or rule, the definitions herein shall prevail when interpreting this Agreement.
3. Withdrawal of Conceptual Permit. After the Effective Date, the County will withdraw and no longer pursue its pending application for the Conceptual Permit. However, the withdrawal of the pending application does not waive the County's right to pursue the issuance of a conceptual ERP in the future, subject to the limitations contained herein.
4. Modification of Construction Permit. After the Effective Date, the County will modify its application for the Construction Permit. More specifically, the County shall withdraw the County's request to fill the wetlands that are located in the areas the County plans to develop for the proposed Class I landfills and the associated stormwater management ponds. The County

also shall withdraw its request to build the proposed stormwater management ponds that are located adjacent to the proposed Class I landfills. The two proposed Class I landfills are labeled as "Future Cell (376 acres)" and "Future Cell (122 acres)" in Exhibit 2. The stormwater management ponds associated with the Class I landfills are labeled as Stormwater Ponds 3, 5, and 6 in Exhibit 2. Since these modifications to the County's application will affect other parts of the County's plan for managing the stormwater on the Site, the County may modify its application further, as the County deems appropriate. Any such modifications will be designed to maintain or enhance the hydrology of the existing or proposed wetlands on the Site, or maintain or enhance the flows and stages of the stormwater moving across the Site, or comply with the requirements of a regulatory agency, or comply with the County's obligations to Deseret under this Agreement or other Contracts.

5. Joint Motion To Abate. Within fifteen (15) days after the Effective Date, the Parties shall jointly file a motion ("the Joint Motion to Abate") that requests the DOAH Administrative Law Judge ("ALJ") to cancel the final administrative hearing in the Lawsuits and hold the Lawsuits in abeyance while the County revises and the Department reviews the County's modified application for the Construction Permit. The Joint Motion to Abate shall be substantially the same as the form that is attached hereto as Exhibit 4. The Parties recognize, however, that the ALJ may transfer the Lawsuits back to the Department. In any event, at all times after the Effective Date, the Parties shall work diligently, promptly, and in good faith to ensure the timely issuance of the Final Construction Permit (as described below), subject to the requirements in this Agreement. Notwithstanding the Parties' best efforts, if for any reason the Department does not prepare and issue the Final Construction Permit within a timeframe that is acceptable to the County, the County may file a motion requesting the ALJ to reschedule the final administrative hearing for the Lawsuits or, if the Lawsuits have been transferred to the Department, the County may file a motion requesting the Department to transfer the Lawsuits back to DOAH for the rescheduling of the final administrative hearing. Deseret and Deer Park shall support the County's request, if the County deems it necessary to file such a motion. This Agreement shall terminate at 12:01 a.m. on the first day of the final administrative hearing for the Lawsuits.

6. Issuance of the Final Construction Permit. The County shall request the Department to prepare and issue a revised Construction Permit ("the Final Construction Permit") that is consistent with the plans in the County's modified application and the provisions of Paragraph 4, above. If the Department agrees to issue a Final Construction Permit that is consistent with Paragraph 4, above, when the Lawsuits are pending before DOAH, the Parties shall attach the proposed Final Construction Permit to a settlement stipulation and joint motion for relinquishment of jurisdiction ("the Settlement Stipulation"), which the Parties shall file with the ALJ. In the Settlement Stipulation, the Parties shall request the ALJ to issue an order relinquishing jurisdiction of the Lawsuits, closing the relevant files at DOAH, and transferring the Lawsuits to the Department for the issuance of the Final Construction Permit. The Settlement Stipulation shall be substantially the same as the form that is attached hereto as Exhibit 5. If the Lawsuits are transferred from DOAH to the Department before the Department prepares the draft Final Construction Permit, the Parties shall request the Department to prepare and promptly issue a Final Construction Permit that is consistent with the provisions in Paragraph 4, above.

7. County's Right to Construct Class I Landfills on the Site. Notwithstanding anything else contained herein, the County reserves its right to construct and operate Class I landfills on the Site in the future. The County acknowledges and agrees that that it must comply with all applicable laws and obtain all applicable permits and approvals if the County elects to construct a Class I landfill on the Site in the future. Among other things, the County would need to obtain an ERP pursuant to Chapter 62-330, F.A.C., and a solid waste permit pursuant to Chapter 62-701, F.A.C., or equivalent permits under the then applicable laws. The County also acknowledges and agrees that Deseret and Deer Park reserve their rights to challenge the issuance of the permits for a Class I landfill, except as otherwise provided in Paragraph 20, below.

8. No Class I Landfill before 2036.

(a) The County stipulates it will not file an application for the construction of a Class I landfill on the Site pursuant to Chapter 62-701, F.A.C., before October 1, 2036. The County also stipulates that it will not file an application for the construction of a stormwater management system for a Class I landfill on the Site pursuant to Chapter 62-330, F.A.C., before October 1, 2036.

(b) The stipulations in Paragraph 8(a), above, are based on the County's current estimate that the Class I landfills at the County's Central Disposal Facility will not be filled to their maximum design capacity before January 1, 2047. If the County determines in the future that the Central Disposal Facility will be filled to its maximum design capacity before January 1, 2047, the County may adjust the October 1, 2036 milestones in Paragraph 8(a) to account for the reduction in the active life of the Central Disposal Facility. Any such determination shall be based on the information provided to the Department in the County's annual report, which is required by Rule 62-701.500(13)(c), F.A.C., and which must contain "an annual estimate of the remaining life and capacity in cubic yards of the existing, constructed landfill and an annual estimate of the life and capacity in cubic yards of other permitted areas not yet constructed." Any adjustment to the milestones in Paragraph 8(a) shall be equal to (i.e., the same duration as) the reduction in the projected active life of the Central Disposal Facility. However, notwithstanding anything else contained in this Paragraph 8(b), the County shall not adjust the milestones in Paragraph 8(a), above, to any date earlier than October 1, 2031. For example, if the County determines that population growth, a hurricane, new regulatory requirements, or other factors will cause the Central Disposal Facility to be filled to its maximum design capacity by January 1, 2046 (i.e., one year earlier than currently projected), the County shall have the right to file its applications pursuant to Chapters 62-701 and 62-330, F.A.C., on or after October 1, 2035 (i.e., one year earlier than the milestones in Paragraph 8(a), above). The County shall notify Deseret and Deer Park promptly if the County concludes that it needs to adjust the milestones pursuant to this Paragraph 8(b).

9. Evaluation of Solid Waste Alternatives. No less than one year prior to filing an application for a solid waste permit or an ERP authorizing the construction of a Class I landfill on the Site, the County shall obtain an independent analysis of the alternatives to the construction and operation of a Class I landfill on the Site. The analysis shall consider the use of solid waste

management facilities that are in operation in Florida, as well as solid waste management technologies (e.g., waste-to-energy) that have been used successfully on a commercial scale in the United States. The analysis shall also consider the financial and environmental impacts associated with the proposed Class I landfill and the alternatives to the Class I landfill that are reasonably available. A technology or facility does not need to be considered unless it is a reasonable alternative – i.e., at a minimum, the technology or facility must be well demonstrated during commercial scale operations, commercially available, cost-effective, and otherwise practicable. The analysis of the County's alternatives shall be performed by a qualified engineering or consulting firm. The analysis shall be in addition to the analyses and evaluations that were performed by the County before the Effective Date.

10. The County's Fence. Upon or shortly after the date designated for the commencement of construction ("the Commencement of Construction") pursuant to Paragraph 11, below, the County will build a fence, at its expense, extending from east to west across the Site. The fence will divide the Site into a northern area ("the Northern Area") and a southern area ("the Southern Area"). The fence will be located approximately where it is shown in Exhibit 6, unless the Department or another regulatory agency requires the County to relocate it, or the County deems it necessary to move the fence slightly to provide a larger buffer around a wetland. The Northern Area is estimated to be approximately 1,083 acres, but this number may fluctuate, depending on the actual placement of the fence. The County will be responsible for the normal repair and maintenance of the fence. Deseret shall be responsible for the repair or replacement of the fence in areas where Deseret or Deseret's cattle have caused damage in excess of normal wear and tear.

11. Deseret's Use of the Site.

(a) Deseret currently uses the Site for cattle ranching pursuant to a Lease Agreement ("Lease") dated December 2, 2003. The Lease shall remain in effect and shall continue to govern Deseret's activities on the Site, except as otherwise provided herein. Accordingly, Deseret will be allowed to continue to use the entire Site, except those areas where Deseret's activities interfere with the County's efforts to develop the Site, until the County is ready to commence construction of the County's proposed facilities. The County will provide periodic written updates to Deseret concerning the status of the County's efforts to complete the steps necessary for the County to commence construction of the County's proposed facilities on the Site. The County also will give Deseret written notice at least one hundred twenty (120) days before the date when the County anticipates that the Commencement of Construction will occur.

(b) After receiving the County's notice designating the date for the Commencement of Construction, Deseret shall take all steps necessary to ensure that its cattle, equipment, and personal property are moved to the Northern Area before the date designated by the County in its notice. No later than the date designated by the County for the Commencement of Construction, Deseret shall cease all of its activities in the Southern Area. On and after the date designated for the Commencement of Construction, Deseret's activities under the Lease shall be restricted to the Northern Area (e.g., Deseret shall have no right of access to the Southern Area).

(c) The notice requirements in this Paragraph 11 supersede and replace the notice provisions in Section 6 of the Lease.

12. Artesian Wells. Subject to the terms and conditions in the Lease and this Agreement, Deseret will be allowed to continue to operate the existing artesian wells located in the areas being used by Deseret. Notwithstanding the foregoing, the County intends to grout and abandon most or all of the artesian wells located in the Southern Area upon or after the Commencement of Construction. The County may continue to operate one or more of the existing wells in the Southern Area for the County's own purposes, including but not limited to fire protection or the irrigation of the proposed wetland creation areas. The County will not grout and abandon the wells in the Northern Area during the term of the Lease, unless Deseret's use of the wells interferes with the County's efforts to develop the Site.

13. New Structures. Consistent with Section 12 of the Lease, Deseret must request and receive the County's written consent before Deseret constructs or significantly alters any fence, building, structure, berm, ditch, culvert, drainage conveyance, or water control structure (collectively, "Improvements") on the Site. The County's consent will not be unreasonably delayed or withheld. The County's prior approval is not required for routine maintenance on an Improvement. Additionally, in the event of an emergency, Deseret may take necessary precautions and make necessary repairs or alterations to any Improvement. Promptly after the emergency conditions have passed, Deseret shall notify the County in writing if Deseret constructed or significantly altered any Improvements. Any new Improvement or significant alteration to an Improvement shall be subject to the County's after-the-fact review and written consent. If such consent is not granted, the Improvement shall be restored to its condition before the emergency.

14. Rent for Leased Area. Deseret must continue to pay rent for the areas that it leases from the County. Pursuant to Section 6 of the Lease, the rent paid by Deseret to the County will be reduced proportionately as development commences and the area utilized by Deseret is reduced. Since the area leased by Deseret will be reduced upon the Commencement of Construction, the rent paid by Deseret will be reduced proportionately upon the Commencement of Construction.

15. Extension of Lease. The Lease is scheduled to expire on December 2, 2023, but the Lease may be extended under certain conditions for two successive renewal terms. Each renewal term will be five years and, therefore, the Lease may be extended until December 2, 2033. The County and Deseret agree to extend the Lease beyond these two renewal terms by adding successive, renewable, five (5) year terms. Any renewal term shall be subject to the conditions and limitations in the Lease, as amended by this Agreement or otherwise. An extension of the Lease will authorize Deseret to continue to use part or all of the Site, but only to the extent that Deseret is authorized to use such land pursuant to the Lease at the time of renewal. For example, after the County's fence is constructed pursuant to Paragraph 10, above, an extension of the Lease will only authorize Deseret to use the land located in the Northern Area, and only to the extent that Deseret's activities do not interfere with the County's efforts to develop the Site. Notwithstanding anything else contained in this Agreement or the Lease, each extension of the Lease on or after December 2, 2033 shall be subject to the mutual consent of

Deseret and the County, which may be granted or withheld in their sole discretion. If either Party intends to withhold its consent to a renewal of the Lease, that Party must provide written notice of its intent to the other Party at least 365 days prior to the expiration of the then current term of the Lease.

16. Contamination at Cattle Pen. The County will remediate the arsenic and other contamination at the existing cattle pen area on the Site in accordance with applicable Department rules. The contamination is described in the "Limited Site Assessment Report" (dated March 9, 2012) prepared by Ardaman & Associates, Inc. The remediation activities shall be performed at the County's expense and shall begin upon or after the Commencement of Construction. The County anticipates that the remediation activities will require the removal of the structures that are currently located in the cattle pen area. After the County completes the remediation of the cattle pen area, Deseret may construct new cattle pens in the same location, at Deseret's option and Deseret's expense, subject to the requirements in Section 12 of the Lease. Deseret acknowledges and agrees that it shall be liable for any contamination on the Site that is caused by Deseret's acts or omissions after the Effective Date.

17. Wetlands Protections and Banking. At its option, the County may: (a) record one or more conservation easements to protect some or all of the wetlands on the Site; (b) create one or more of the wetland creation areas that are proposed in the County's ERP applications and the Construction Permit for the Southern Area; or (c) undertake other measures in the Southern Area to provide mitigation for the wetland impacts associated with the County's activities on the Site. The County believes these activities may provide more mitigation than the County needs to obtain the Final Construction Permit. If they do, the County may wish to "bank" any excess mitigation so that the excess mitigation may be used to offset wetland impacts associated with the County's future projects, either on the Site or in off-Site areas. Pursuant to Paragraph 19, below, Deseret and Deer Park agree that they will not oppose, challenge, or in any way contest (collectively, "Oppose") these activities by the County, but their acquiescence to these proposed activities shall not be cited as evidence of their approval of a future Class I landfill on the Site or their consent thereto. Parenthetically, if the County records a conservation easement for any of the wetlands in the Northern Area, the conservation easement will note that cattle ranching and grazing will be allowed in the Northern Area during the term of the Lease.

18. Stormwater Management Systems.

(a) The County represents that the stormwater management systems shown on the Site Plan for the Class III landfill and Related Facilities (i.e., Stormwater Ponds 1, 1-A, 2 and 4) have been designed to comply with the applicable standards of the FDEP and the St. Johns River Water Management District ("SJRWMD"). In addition, these stormwater ponds have been designed to control and treat the run-off from a 100-year storm event. If the County wishes to build any stormwater management systems in addition to the ones shown on the Site Plan for the Class III landfill and Related Facilities, those future systems must be designed in compliance with the applicable FDEP and SJRWMD standards in effect at the time the County seeks the permits for such systems.

(b) Deseret shall use any stormwater control structure or conveyance on the Site in a manner consistent with the applicable permits and laws, and not in a manner that hinders the County's ability to maintain the County's stormwater management systems and wetland areas in compliance with the applicable permits and laws.

(c) Nothing contained in this Agreement is intended, and nothing herein shall be construed, to change any rights or remedies of any Party with regard to any water flowing onto, across, or off of the lands owned by Deer Park.

19. No Challenges to Permits for Class III Landfill. In exchange for the County's commitments herein, Deseret and Deer Park each agree that they will not Oppose the issuance of any permit or approval for the County's Class III landfill and Related Facilities on the Site, except for their reservation of rights in Paragraph 22, below. Among other things, Deseret and Deer Park will not Oppose the issuance, renewal, extension, amendment, or modification of: (a) any solid waste permit concerning the proposed Class III landfill and Related Facilities; (b) any ERP concerning the proposed Class III landfill and Related Facilities; (c) any permit from the U.S. Army Corps of Engineers for the Class III landfill and Related Facilities, (d) the Biological Opinion and similar determinations of the U.S. Fish and Wildlife Service for the Class III landfill and Related Facilities, (e) any other permit or approval required for the Class III landfill and Related Facilities; or (f) any permit or approval for the temporary storage, processing, and management in the Southern Area of vegetative waste and non-putrescible waste from storm events. For the purposes of Paragraphs 19, 20, and 21 herein, the commitments by Deseret and Deer Park to not Oppose the County's activities include but are not limited to a commitment that they will not individually, collectively, or through an agent or surrogate, file or provide assistance or funding for the filing of any case in state court, federal court, DOAH, or any other civil or administrative tribunal concerning the County's Class III landfill and Related Facilities. Deseret acknowledges and agrees that its commitments in Paragraphs 19, 20, and 21 herein supersede and replace the provisions in Section 26 of the Lease.

20. No Challenges to Innovative Waste Management Facilities. In exchange for the County's commitments herein, Deseret and Deer Park each agree that they will not Oppose the issuance of any permit or approval for waste-to-energy facilities (e.g., traditional energy-from-waste technology; plasma gasification; pyrolysis; other gasification; similar technologies) that will process garbage and putrescible waste on the Site to create ash, slag, or other inert material. Further, notwithstanding their reservation of rights in Paragraph 22, below, or anything else contained herein, Deseret and Deer Park each agree that they will not Oppose the issuance of any permit or approval for a Class I landfill on the Site if the Class I landfill is used solely for the disposal of the ash, slag, and other non-putrescible by-products from the operation of the County's waste-to-energy facilities.

21. No Challenges to Recycling Facilities. In exchange for the County's commitments herein, Deseret and Deer Park each agree that they will not Oppose the issuance of any permit or approval for recycling facilities or similar materials recovery facilities ("MRF") on the Site.

22. Reservation of Rights by Deseret and Deer Park. Except as provided in Paragraph 20, above, Deseret and Deer Park reserve all of their rights to Oppose any application filed by the County in the future for a solid waste permit, ERP, or other approval authorizing the construction or operation of a Class I landfill on the Site. Deseret and Deer Park also reserve their right to: (a) Oppose any permit or approval that constitutes a major deviation from the concepts presented in this Agreement or the previously issued FDEP Solid Waste Permits for the Class III landfill and Related Facilities; (b) review the County's applications and permits to ensure they comply with the requirements in this Agreement; and (c) lobby the County and its representatives, subject to applicable laws and County policies regarding lobbyists.

23. Scope of Agreement. This Agreement is being entered into for the sole purpose of settling the pending Lawsuits. This Agreement shall not be construed to mean that Deseret or Deer Park approve of the County's plan to develop the Site for solid waste management facilities.

24. Sale or Conveyance of the Site. If the County determines at any time to sell or convey any portion of the Site, it shall do so in compliance with applicable Florida laws, including but not limited to any applicable provisions in Chapter 2, Article VIII (Surplus Real Property and Modular Structures Transactions), of the Brevard County Code of Ordinances. For example, sales or conveyances to governmental entities, non-profit organizations, and anyone providing services on behalf of the County shall be conducted in compliance with the applicable laws and ordinances, such as Sections 125.37 and 125.38, Florida Statutes. Other sales or conveyances shall be conducted pursuant to a request for proposals ("RFP"), as contemplated by Section 2-245 of the Brevard County Code of Ordinances, and in compliance with any other applicable laws and ordinances. In addition to any applicable statutory notice requirements under Florida law, the County shall provide actual written notice to Deseret upon any determination to sell, lease, or convey any portion of, or any ownership interest in, the Site. In the event the County sells or conveys the Site or any portion thereof to a third party while the Lease is in effect, the Lease shall survive the sale, and Deseret shall maintain its rights and obligations under the Lease, for one (1) year after the date of sale.

25. Effective Date. This Agreement shall become effective on the date when the Agreement is signed and fully executed by all Parties. The County shall write the Effective Date in the space provided in Page 1 of this Agreement, after the Agreement has been executed by Deseret, Deer Park, and the County. The County will not sign the Agreement until it is executed by Deseret and Deer Park.

26. Term of the Agreement. The term of this Agreement shall commence on the Effective Date and shall expire when the County permanently closes all of its solid waste management facilities on the Site or October 1, 2076, whichever occurs first.

27. Authority of Signatories. Each of the undersigned individuals certifies that he or she is duly authorized to execute and enter into this Agreement as an agent for his or her respective Party.

28. Certification of Understanding and Voluntary Execution. The Parties and their authorized representatives each certify that (a) they have read and understand the terms and conditions of this Agreement, (b) they have received the advice of their own legal counsel, and (c) this Agreement is being voluntarily executed for the purposes of making a full and final settlement of the Lawsuits.

29. Enforceability. Deseret, Deer Park, and the County agree that this Agreement is legally binding and enforceable on each of them and has been executed by a duly authorized representative of each of them. This Agreement shall be binding and enforceable on each Party and their successors and assigns, including but not limited to each affiliate, subsidiary, parent corporation, general partner, and limited partner of the Party. This Agreement also shall be legally binding between Deseret, Deer Park, and the County, or any person or entity to whom the Site is sold or otherwise conveyed, and any such conveyance shall be subject to this Agreement.

30. Venue; Waiver of Jury Trial. This Agreement shall be governed by Florida law. Venue for any dispute that arises under this Agreement shall lie exclusively in the courts in and for Brevard County, Florida. The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING ANY MATTER THAT ARISES FROM OR IS IN ANY WAY BASED ON THE INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THE TERMS OF THIS AGREEMENT.

31. Remedies. If a court of competent jurisdiction determines that a Party is in material breach of this Agreement, the breaching Party shall be responsible for and shall pay the actual damages incurred by the non-breaching Party. The breaching Party also shall be subject to equitable remedies, including without limitation injunctive relief to enforce the remedy of specific performance. In the event any litigation is instituted for the purpose of interpreting or enforcing any of the provisions of this Agreement, the prevailing Party, as determined by the court having jurisdiction over the litigation, shall be entitled to recover from the non-prevailing Party reasonable costs and expenses incurred in connection with such litigation, including without limitation, reasonable fees for attorneys and experts, in addition to any other relief granted by the court. The remedies provided herein shall supplement, and not be in lieu of, any other remedies available at law or in equity. Notwithstanding anything else contained herein, the County does not waive or otherwise relinquish its sovereign immunity or the limitations on liability provided in Section 768.28, Florida Statutes.

32. Interpretation of the Agreement. All of the Parties are represented by legal counsel and they all participated in the preparation of this Agreement. Accordingly, the Parties waive any rule of law that would require any vague or ambiguous term to be construed against the Party that prepared this Agreement. This Agreement shall be construed neutrally; the terms and conditions herein shall not be construed more stringently against one Party than another.

33. Captions. The captions and headings used in this Agreement have been included for convenience and reference only. Captions shall not be considered when interpreting this Agreement.

34. Pronouns. In this Agreement, all pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.

35. Use of the Word "Herein." The words "herein," "hereunder," and other similar words refer to this Agreement as a whole and not to any particular article, section, or paragraph of this Agreement, unless specifically noted otherwise in this Agreement.

36. Severability. Should any provision, paragraph, sentence, word, or phrase in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under state or federal law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed thereafter as if such invalid, illegal, or unenforceable provision had never been contained herein.

37. Third Parties. This Agreement is not intended to confer and shall not be deemed to confer any rights on any third parties; there are no third-party beneficiaries to this Agreement. Nothing in this Agreement constitutes the County's consent to be sued by a third party with regard to any matter arising under this Agreement. Further, this Agreement is not intended and shall not be construed to give Deer Park any rights or remedies under the Lease or any other Contract between the County and Deseret.

38. Modification. This Agreement constitutes the entire agreement between the Parties with respect to the Lawsuits and it supersedes all prior understandings and agreements, written and oral, between the Parties as to the Lawsuits. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by a written document that is signed by the Party granting such change, waiver, discharge or termination for the benefit of the person requesting same.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Facsimile signatures of this Agreement shall be deemed originals.

40. Regulations. References in this Agreement to the Florida Statutes and Florida Administrative Code shall be deemed to be references to the statutes and rules in effect on the Effective Date.

41. Other Agreements. Except as otherwise provided herein, this Agreement does not supersede, amend or terminate the other Contracts between the County and Deseret, including but not limited to: (a) the Lease dated December 2, 2003; (b) the Joint Stipulation and Agreement dated September 19, 1991, as amended on September 7, 1998; and (c) the Settlement Agreement dated May 24, 2011.

42. Exhibits. All of the exhibits attached to this Agreement are incorporated herein by reference. The exhibits are:

- Exhibit 1 – Legal description of the Site
- Exhibit 2 – The County's Site Plan (Phase II Development Site Plan)
- Exhibit 3 – Definitions
- Exhibit 4 – Joint Motion to Abate
- Exhibit 5 – Settlement Stipulation
- Exhibit 6 – Aerial photograph depicting the location of the County's fence

43. Fees in Lawsuits. Each Party shall be responsible for all of the costs and fees it incurred with regard to the Lawsuits. Each Party waives any right it may have against any other Party for costs and attorneys' fees associated with the Lawsuits.

44. Notices to Parties. All notices, requests, authorizations, approvals, and similar communications provided for herein shall be in writing. Such documents shall be addressed as shown below and either: (a) hand delivered; (b) mailed by registered or certified mail (postage prepaid), return receipt requested; (c) delivered by a courier service that provides proof of delivery; or (d) sent by facsimile or electronic mail. A document shall be deemed to have been duly delivered when personally delivered, or when transmitted by facsimile or electronic mail and receipt is confirmed by telephone, or when delivered by U.S. Mail or a courier service, as shown by the return receipt. For the present, the Parties designate the following as the appropriate people and places for delivering notices and other documents:

As to the County: County Manager
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940
(321) 633-2001
Stockton.Whitten@brevardfl.gov

With a copy to: Solid Waste Management Department Director
2725 Judge Fran Jamieson Way
Building A, Suite 118
Viera, Florida 32940
(321) 633-2042
Euripides.Rodriguez@brevardfl.gov

County Attorney
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940
(321) 633-2090
Scott.Knox@brevardfl.gov

As to Deseret: Erik Jacobsen or General Manager
Deseret Ranches of Florida
13754 Deseret Lane

St. Cloud, Florida 34773
(407) 892-3672
ejacobsen@deseretranches.com

With a copy to: David Wright or Land & Governmental Affairs Manager
Deseret Ranches of Florida
13754 Deseret Lane
St. Cloud, Florida 34773
(407) 892-3672
dwright@deseretranches.com

Ralph A. DeMeo
Hopping Green & Sams, P.A.
P.O. Box 6526
Tallahassee, Florida 32314
(850) 222-7500
ralphd@hgslaw.com

As to Deer Park: Henry Kempfer
Deer Park Ranch, Ltd.
6254 Kempfer Road
St. Cloud, Florida 34773
(407) 892-1169
Henry@kempfercattle.com

With a copy to: Marty Smith
Bond, Arnett, Phelan, Smith & Carreras, P.A.
P.O. Box 2405
Ocala, Florida 34478
(352) 622-1188
cms@bap-law.com

Each Party may designate a different representative or representatives in the future, and each Party may change its address or addresses for receiving notice. Any such change shall be accomplished by providing written notice to the other Parties in compliance with the requirements in this Paragraph 44.

45. Redesign or Relocation of Class III Landfill and Related Facilities. In the event that (a) the County cannot obtain one or more of the permits or approvals needed to construct and operate the proposed Class III landfill and Related Facilities on the Site in compliance with the concepts set forth in this Agreement or (b) such permit or approval contains terms or conditions that are unreasonably difficult or expensive to satisfy, the County may redesign and relocate the Class III landfill and Related Facilities on the Site, provided that the 202-acre footprint of the Class III landfill shall not be increased in size and provided further that all of the conditions and limitations in this Agreement shall remain in effect, except for provisions in

Paragraphs 10, 11(b), and 12 that conflict with the County's revised plans. Notwithstanding the foregoing, if the Class III landfill is relocated to the northeast corner of the Site due to the conditions described in subparagraph 45(a) or (b), above, the footprint of the Class III landfill may be increased in size, but only up to the size of the footprint of the Future Cell (376 acres) that the County has proposed for the northeast corner of the Site, as depicted in the Site Plan (Exhibit 2). The County shall notify Deseret and Deer Park promptly if the County intends to redesign or relocate the Class III landfill and Related Facilities for reasons stated in this Paragraph 45. The County and Deseret shall work together in good faith to coordinate their activities and thus they shall attempt to minimize any disruptions resulting from the County's changed plans.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGES]

Signed, sealed, and delivered
In the presence of:

BREVARD COUNTY, a political
subdivision of the State of Florida

ATTEST



Scott Ellis, Clerk

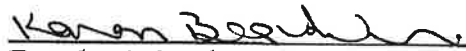
By: 

Curt Smith, Chair
Board of County Commissioners

Date: 2/8/17

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of
February, 2017, by Curt Smith, the Chair of the Board of County Commissioners of
Brevard County. He is personally known to me or produced _____ as
identification.



Typed or Printed Name _____
Notary Public, State of _____
Commission Number _____
My commission expires: _____



Signed, sealed and delivered
in the presence of:

FARMLAND RESERVE, INC.

A Florida non-profit corporation

David Wright
Signature

Print Name: DAVID WRIGHT

Paula W. Luce
Signature

Print Name: PAULA W. LUCE

By: [Signature]

Print Name: K. Erik Jacobsen

Title: President

Date: 1/27/17

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 27th day of
January, 2017, by K. Erik Jacobsen, on behalf of Farmland Reserve, Inc.
He/she is personally known to me or produced _____ as identification.



Debra Lynn Justesen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901844
Expires 9/3/2019

Debra Lynn Justesen
Typed or Printed Name Debra Lynn Justesen
Notary Public, State of Florida
Commission Number FF 901844
My commission expires: 09/03/2019

Signed, sealed and delivered
in the presence of:

DEER PARK RANCH, LTD.

A Florida limited partnership

[Signature]
Signature

Print Name: Henry Kemper

[Signature]
Signature

Print Name: George Kemper

By: [Signature]

Print Name: William C. Kemper

Title: Partner

Date: 1/24/2016

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24 day of
January, 2016 ~~2017~~, by William Kemper, on behalf of Deer Park Ranch,
LTD. He/she is personally known to me or produced _____ as
identification.

[Signature]
Typed or Printed Name Patricia Rainwater
Notary Public, State of Florida
Commission Number FF 997207
My commission expires: 5/31/2020



EXHIBIT 1

LEGAL DESCRIPTION OF THE SITE

EXHIBIT "A"

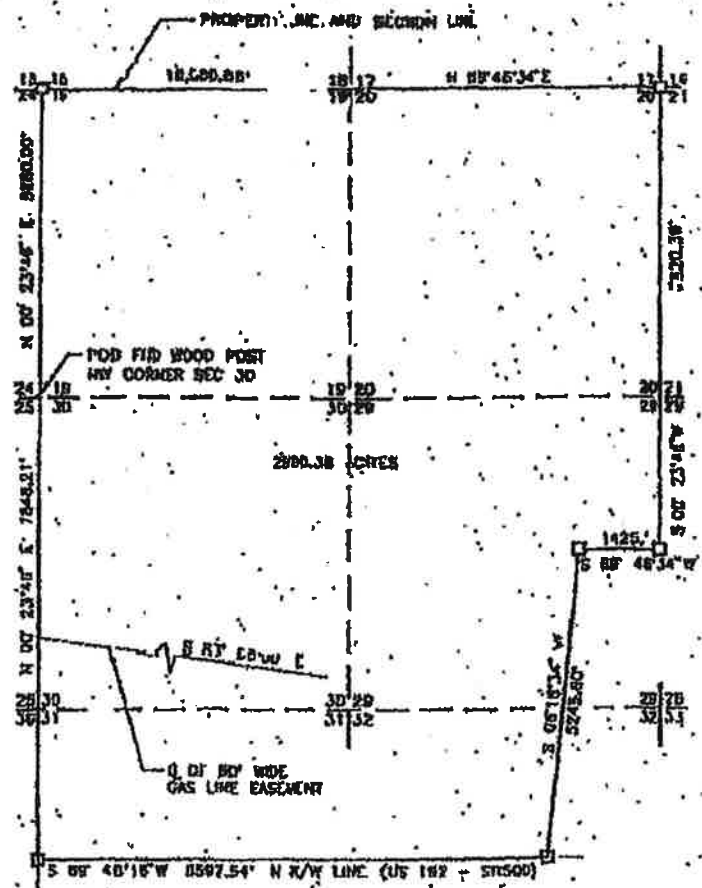
PROPERTY DESCRIPTION

Legal description (per official records book 3151, pages 4289 through 4309, civil case 90-5039-ca-j/c).

A part of lands described in deed book 392, page 168-169 and official records book 2379, pages 1249-1251 of public records of Brevard County, Florida, being a part of Sections 29, 31 and 32, and all of Sections 19, 20 and 30, Township 27 South, Range 35 East, according to map showing lands of Geo. W. Hopkins as recorded in plat book 2, page 102 of the public records of Brevard County, Florida, being more particularly described as follows:

Commence at a wood post marking the northwest corner of Section 30, also being the southwest corner of Section 19 for the point-of-beginning of the herein described parcel of land; thence north $00^{\circ}23'46''$ east along the west line of Section 19 a distance of 5280.00 feet; thence north $89^{\circ}46'34''$ east passing along the north line of Sections 19 and 20 a distance of 10560.00 feet to the northeast corner of Section 20; thence south $00^{\circ}23'46''$ west passing along the east line of Sections 20 and 29 a distance of 7920.36 feet to the southeast corner of the north one half of Section 29; thence south $89^{\circ}46'34''$ west passing along the south line of the north one half of Section 29 a distance of 1425.00 feet; thence south $06^{\circ}16'34''$ west a distance of 5245.60 feet to the north right-of-way line of State Road 500 (U.S. 192) 200 foot right-of-way being described in official records book 708, pages 328-330 and official records book 717, pages 327-328 of the public records of Brevard County, Florida; thence south $89^{\circ}48'18''$ west along the said north right-of-way line a distance of 8597.54 feet to the west line of Section 31; thence north $00^{\circ}23'46''$ east passing along the west line of Sections 30 and 31 a distance of 7848.21 feet to the point-of-beginning.

Containing 2980.38 acres more or less; subject to restrictions, limitations, easements, and rights-of-way of record.



8315104293

NOTES:

1. This boundary survey description prepared from maps and other legal descriptions is approximate, and is subject to field survey and verification.
2. Subject property contains 60-foot wide gas easement as described in Official Records Book 162, page 162 of the public records of Broward County, Florida. However, in recorded document is ambiguous and easement cannot be located.

DESCRIPTION:

A part of land described in Deed Book 302, Page 184-185 and Official Records Book 2719, Pages 1249-1251 of Public Records of Broward County, Florida, being a part of Sections 19, 21 and 22, and all of Sections 18, 20 and 20, Township 27 South, Range 35 East, according to map showing lands of Geo. H. Baskin as recorded in Plat Book 2, Page 182 of the Public Records of Broward County, Florida, being more particularly described as follows: Commences at a wood post marking the northeast corner of Section 20, also being the southwest corner of Section 19 for the point-of-beginning of the herein described parcel of land; thence North 89° 45' 34\"/>

UNSUITABLE
FOR MICROFILM

Exhibit
A

COMPOSITE EXHIBIT "A"

REV. 5/11/71

PROPERTY MAP

Description of Easement "A"

A 160.00 foot wide drainage easement lying in Section 13, Township 26 South, Range 15 East and Eastings 9, 6, 7 and 12, Township 27 South, Range 15 East, Brevard County, Florida, being more fully described as follows:

Commence at a lighter wood post marking the southwest corner of Section 13, Township 27 South, Range 15 East; thence N.00°23'46"E., along the west line of said Section 13, a distance of 5,280.91 feet to the northwest corner of said Section 13; thence N.89°45'28"E., along the north line of said Section 13, a distance of 5,328.73 feet to the Point-of-Beginning of the land herein described; thence parting said north line, N.00°54'32"E., a distance of 1,333.64 feet; thence N.00°51'47"E., a distance of 1,317.21 feet; thence N.00°43'42"E., a distance of 1,325.77 feet; thence N.00°46'09"E., a distance of 1,319.36 feet; thence N.00°53'42"E., of 1,219.58 feet; thence N.01°11'21"E., a distance of 1,329.06 feet; thence N.00°49'09"E., a distance of 1,317.07 feet; thence N.00°55'05"E., a distance of 1,296.25 feet; thence N.12°41'57"W., a distance of 1,428.73 feet; thence N.01°18'45"W., a distance of 1,363.36 feet; thence N.00°29'02"W., a distance of 923.07 feet; thence N.04°46'34"W., a distance of 419.48 feet; thence N.34°21'47"E., a distance of 998.16 feet; thence N.48°57'51"E., a distance of 1,342.72 feet; thence N.00°04'09"E., a distance of 1,085.64 feet, more or less, to the easterly toe of the existing levee and the westerly boundary of the St. Johns River Water Management District property for Lake Tawkeait Reservoir Right-of-Way Map prepared by the Central and Southern Florida Flood Control District Engineering Division, sheet 2 of 13; thence S.77°57'44"E., along said easterly toe of the levee, a distance of 189.61 feet to a point 150.00 feet southeasterly, by right angle distance, of the fifteenth course of the lead herein described; thence S.56°04'50"W., a distance of 1,209.16 feet, more or less; thence S.48°01'51"W., a distance of 1,342.04 feet; thence S.34°21'47"W., a distance of 525.62 feet; thence S.04°46'34"E., a distance of 371.70 feet; thence S.00°28'02"E., a distance of 923.61 feet; thence S.01°18'45"E., a distance of 1,347.30 feet; thence S.12°41'52"E., a distance of 1,421.69 feet; thence S.00°55'05"W., a distance of 1,319.08 feet; thence S.00°49'09"W., a distance of 1,317.67 feet; thence S.01°11'21"W., a distance of 1,328.70 feet; thence S.00°32'42"W., a distance of 1,319.03 feet; thence S.00°46'08"W., a distance of 1,320.10 feet; thence S.00°43'42"W., a distance of 1,325.89 feet; thence S.00°51'47"W., a distance of 1,317.36 feet; thence S.00°54'32"W., a distance of 1,330.72 feet to a point on the aforesaid north line of Section 13; thence S.00°46'28"W., along said north line, a distance of 150.03 feet to the Point-of-Beginning.

Containing 11.08 acres, more or less, and being subject to any easements and/or rights-of-way of record and the findings of a valid field survey.

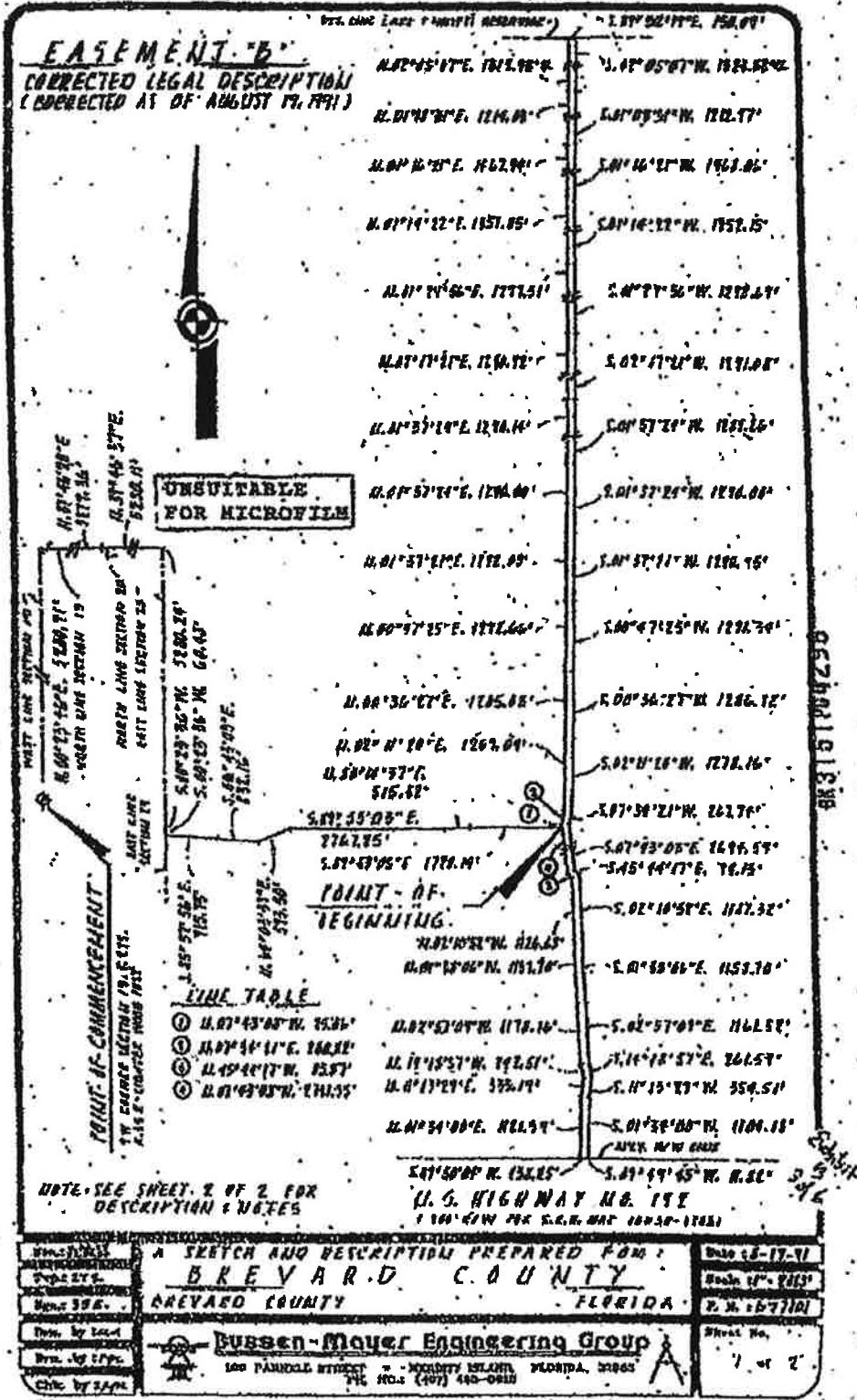
Notes:

1. Bearings shown herein are based on the west line of Section 13, T.27S., R.15E., being "N.00°23'46"E.", an assumed bearing.
2. This is not a boundary survey.
3. See sheet 1 of 2 for sketch of description.
4. The description shown herein is a correction of a previously prepared description by others prepared without benefit of field measurements; the purpose of this corrected description is to align said easement with the physical location of the existing canal or drainage ditch.

UNSUITABLE
FOR MICROFILM

EASEMENT "A"
CORRECTED LEGAL DESCRIPTION
(CORRECTED AS OF AUGUST 17, 1971)

Drawn by: JJA	A SKETCH & DESCRIPTION PREPARED FOR: BREVARD COUNTY BREVARD COUNTY, FLORIDA Bussen-Mayer Engineering Group 100 PARKWAY STREET, SUITE 100, JACOBY BEACH, FLORIDA 33455 TEL. (407) 462-5010	Date: 12-15-72
Typed by: JJA		Date: 12-15-72
Reviewed by: JJA		Date: 12-15-72
Drawn by: JJA		Sheet No. 2
Check by:		2



CORRECTED DESCRIPTION
CORRECTED AS OF AUG. 19, 1971

Description of Equipment:

1,155.04 feet wide drainage easement lying in Sections 2, 10, 11, 23, 27 and 30, Township 27 South, Range 25 East, Brevard County, Florida, being more fully described as follows:

[illegible]

Containing 82.50 acres, more or less, and being subject to any easements and/or rights-of-way of record and the filings of a valid survey.

做主

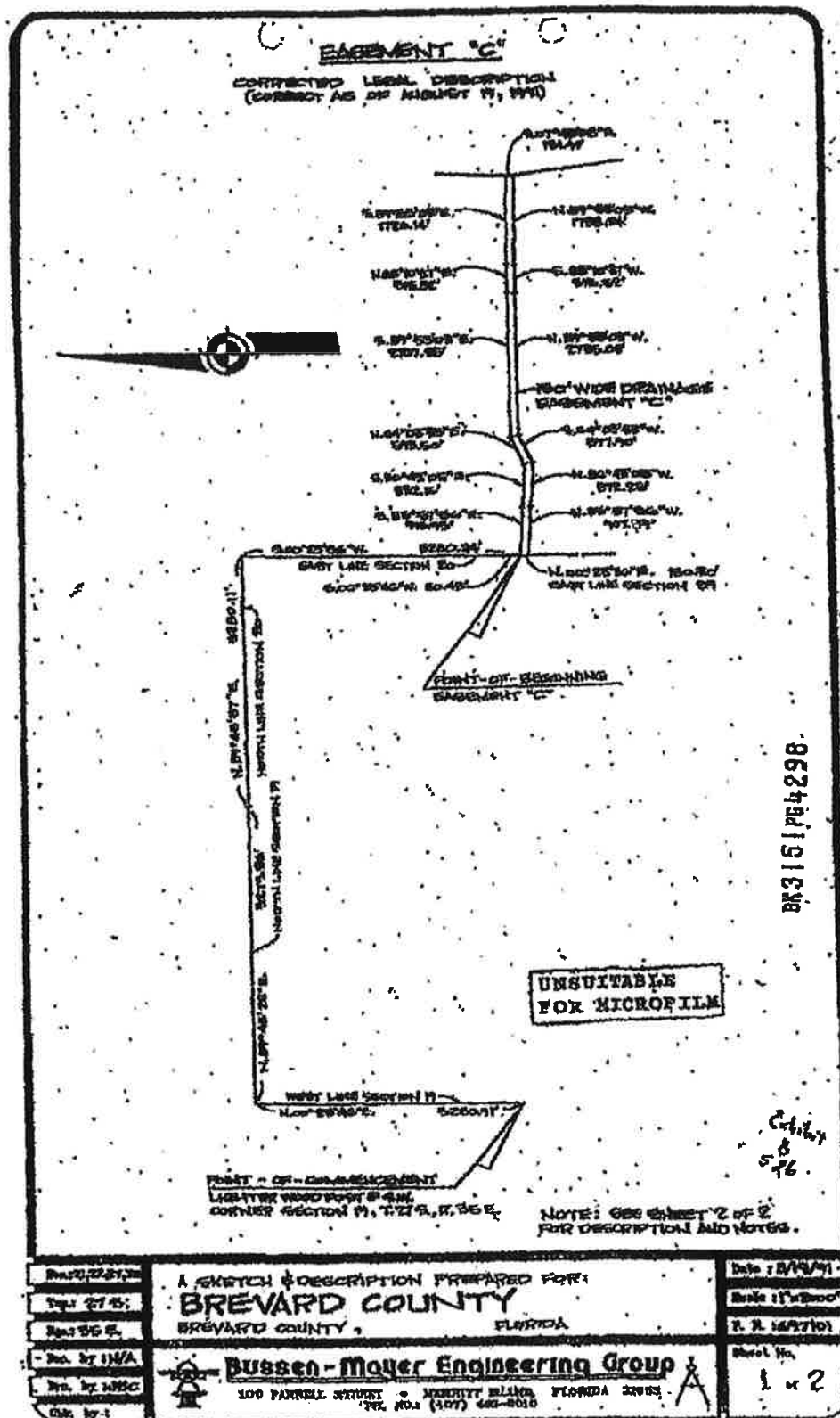
1. Bearings were taken over based on the west line of Section 36, T.27S., R.36E., being "N.0°23'45"E." on assumed bearings.
2. This is not a boundary survey.
3. See sheet 3 of 7 for sketch of description.
4. The description shown herein is a correction of a previously prepared description by others prepared without benefit of field measurements; the purpose of this corrected description is to align the same with the physical location of the existing open or drainage ditch.

16249d151pg4297

Exhibit
496

UNSTABLE
FOR MICROPTM

Drawn by JLD	<p>A SKETCH AND DESCRIPTION PREPARED FOR DREYARD COUNTY DREYARD COUNTY FLORIDA</p> <p>Bussen-Mayer Engineering Group 100 PARSONS STREET • MICHAUD ISLAND, FLORIDA • 32055 156 WOL. (407) 463-0010</p>	Date 11-17-71
Title 515		Scale 1/4" = 1'
Revised 35L		P. K. 1671101
Drawn by JLD		Sheet No.
Drawn by JLD		1 of 2
Check by JPC		



EASEMENT "C"

CORRECTED LEGAL DESCRIPTION
(CORRECTED BY AUGUST 19, 1991)

Description of Easement "C"

A 150.00 foot wide drainage easement lying in Sections 21, 22, 27 and 28, Township 27 South, Range 35 East, Brevard County, Florida, being more fully described as follows:

Commence at a lighter wood post marking the southwest corner of Section 19, Township 27 South, Range 35 East; thence N.00°23'46"E.; along the West line of said Section 19, a distance of 5,280.81 feet to the northwest corner of said Section 19; thence N.89°46'12"E., along the north line of said Section 19, a distance of 5,279.36 feet to the northwest corner of Section 20, Township 27 South, Range 35 East; thence N.89°46'17"E., along the north line of said Section 20, a distance of 5,280.11 feet to the northeast corner of said Section 20; thence N.00°23'35"W., along the east line of said Section 20, a distance of 5,280.24 feet to the northeast corner of Section 29, Township 27 South, Range 35 East; thence continue S.00°23'36"W., along the east line of said Section 29, a distance of 50.48 feet to the Point-of-Beginning of the lands herein described; thence S.85°57'55"E., departing said east line, a distance of 915.95 feet; thence S.86°43'05"E., a distance of 832.16 feet; thence N.64°03'33"E., a distance of 593.50 feet; thence S.89°53'03"E., a distance of 2,767.25 feet; thence N.88°10'37"E., a distance of 515.52 feet; thence S.89°53'05"E., a distance of 1,720.14 feet; thence S.07°43'08"E., a distance of 151.41 feet to a point of 150.00 feet south, by the right angle measure, of the sixth course of the lands herein described; thence N.89°53'05"W., a distance of 1,738.24 feet; thence S.88°10'37"W., a distance of 515.52 feet; thence N.89°53'03"W., a distance of 2,735.08 feet; thence S.64°03'33"W., a distance of 597.90 feet; thence N.86°43'05"W., a distance of 872.25 feet; thence N.85°57'56"W., a distance of 907.39 feet to the aforesaid east line of Section 29; thence N.00°23'36"E., along said east line of Section 29, a distance of 150.50 feet to the Point-of-Beginning.

Containing 25.35 acres, more or less, and being subject to easements and/or rights-of-way of record and the findings of a valid survey.

Notes

1. Bearings shown herein are based on the West line of Section 19, T.27S., R.35E., being "N.00°23'46"E.", an assumed bearing.
2. This is not a boundary survey.
3. See sheet 1 of 2 for sketch of description.
4. The description shown herein is a correction of a previously prepared description by others prepared without benefit of field measurements; the purpose of this corrected description is to align said easement with the physical location of the existing canal or drainage ditch.

UNSUITABLE
FOR MICROFILM

REVISION	A SKETCH & DESCRIPTION PREPARED FOR	Date: 4/14/91
TYPE	BREVARD COUNTY	Scale: N/A
DATE	BREVARD COUNTY, FLORIDA	R. N. 1077101
Drawn by: N/A	Bussen-Moyer Engineering Group	Sheet No. 2 of 2
Drawn by: N/A	100 PARKWAY STREET - MOORETOWN, FLORIDA 32660	
Check by:	TEL. NO. (407) 463-9010	

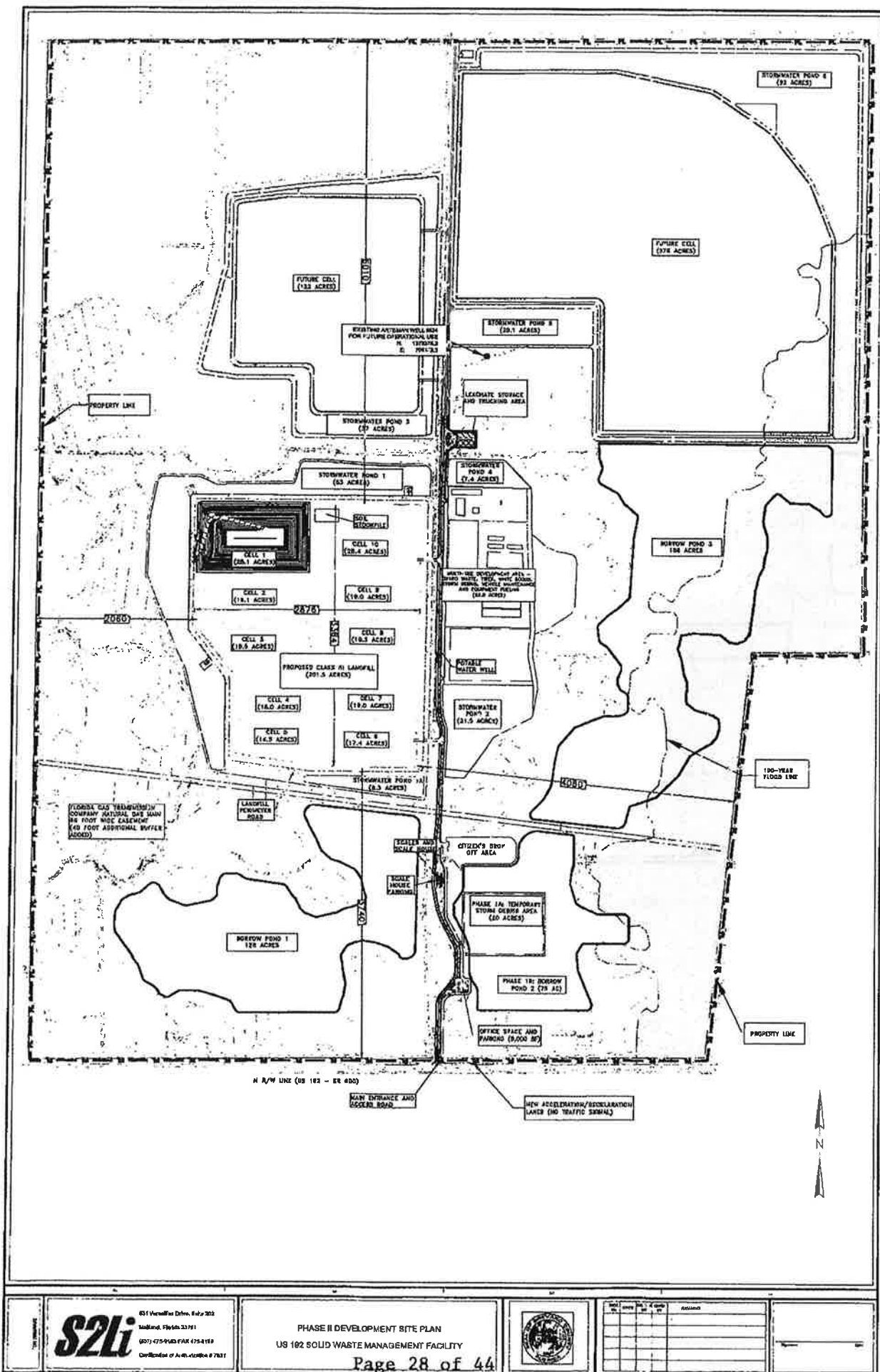


EXHIBIT 3

DEFINITIONS

1. "Agreement" means this Settlement Agreement by and between Farmland Reserve, Inc. (d/b/a Deseret Ranches of Florida) and Deer Park Ranch, Ltd., and Brevard County, Florida, to resolve DOAH Case Nos. 16-3549 and 16-3550.

2. "ALJ" means the DOAH Administrative Law Judge.

3. "Biological Opinion" means any opinion or other determination issued or made by the U.S. Fish and Wildlife Service concerning the potential impacts on fish or wildlife that may occur as a result of the County's activities on the Site.

4. "Board" means the Board of County Commissioners of Brevard County.

5. "Class I landfill" means a landfill that receives Class I waste. See Rule 62-701.340(2)(a), F.A.C.

6. "Class I waste" means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C. See Rule 62-701.200(13), F.A.C.

7. "Class III landfill" means a landfill that receives only Class III waste. See Rule 62-701.340(2)(b), F.A.C.

8. "Class III waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment. See Rule 62-701.200(14), F.A.C.

9. "Commencement of Construction" means the date when the County expects to begin construction of the County's proposed facilities on the Site.

10. "Conceptual Permit" means FDEP Environmental Resource Permit No. 05-301799-003-EC.

11. "Construction Permit" means FDEP Environmental Resource Permit No. 05-301799-004-EI.

12. "Contract" means a written agreement between the County and Deseret, including but not limited to: (a) the Lease dated December 2, 2003; (b) the Joint Stipulation and

Agreement dated September 19, 1991, as amended on September 7, 1998; and (c) the Settlement Agreement dated May 24, 2011.

13. "County" means, depending on the context, either (a) the geographic area contained within the unincorporated portions of Brevard County, Florida, a political subdivision of the State of Florida, or (b) the government of Brevard County, acting through its Board of County Commissioners, employees, agents, or designees.

14. "Deer Park" means Deer Park Ranch, Ltd., a Florida limited partnership, including but not limited to its general and limited partners.

15. "Department" or "FDEP" means the Florida Department of Environmental Protection.

16. "Deseret" means Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida, including but not limited to its subsidiaries, affiliates, and parent corporation.

17. "DOAH" means the Florida Division of Administrative Hearings.

18. "Effective Date" means the date when this Agreement takes effect, which is the date when the Agreement is signed and fully executed by all Parties.

19. "ERP" means Environmental Resource Permit.

20. "Final Construction Permit" means the ERP authorizing construction of the County's Class III landfill and Related Facilities, as described in Paragraph 6 of this Agreement.

21. "Improvement" means any fence, building, structure, berm, ditch, culvert, drainage conveyance, or water control structure on the Site, whether built before or after the Effective Date.

22. "Joint Motion to Abate" means the motion to be filed by the Parties to the Lawsuits, as described in Paragraph 5 of this Agreement.

23. "Lawsuits" means Deer Park Ranch, Ltd. v. Brevard County Solid Waste Management Department and Department of Environmental Protection, DOAH Case No. 16-3549, and Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida v. Brevard County Solid Waste Management Department and Department of Environmental Protection, DOAH Case No. 16-3550.

24. "Lease" means the Lease Agreement dated December 2, 2003, between the County and Deseret.

25. "Northern Area" means the portion of the Site located north of the County's proposed fence, as depicted on Exhibit 6.

26. "MRF" means a materials recovery facility.
27. "Oppose" means to oppose, challenge, or in any way contest the issuance of a permit or approval.
28. "Party" means either Deseret, Deer Park, or the County.
29. "Parties" means Deseret, Deer Park, and the County.
30. "Related Facilities" means the entrance road, scale house, leachate storage tanks, administrative offices, Multi-Use Area, and other facilities related to the construction or operation of the Class III landfill that are authorized in the Solid Waste Permits.
31. "Settlement Stipulation" means the stipulation and joint motion for relinquishment of jurisdiction that is described in Paragraph 6 of this Agreement.
32. "Site" means the real property (approximately 2,980 acres) located adjacent to U.S. 192 that the County plans to use for its future solid waste management facilities.
33. "Site Plan" means the County's plan for the development of the Site, as depicted in the "Phase II Development Site Plan" that is attached to this Agreement as Exhibit 2.
34. "SJRWMD" means the St. Johns River Water Management District.
35. "Solid Waste Permits" means the construction permit (Permit No. SC05-0296030-001) and operation permit (Permit No. SC05-0296030-002) issued on December 15, 2011, authorizing the construction and operation of the first cell of the County's proposed Class III landfill pursuant to Chapter 62-701, Florida Administrative Code.
36. "Southern Area" means the portion of the Site located south of the County's proposed fence, as depicted on Exhibit 6.
37. "Waste Tire" means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. The term includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim. See Rule 62-701.200(126), F.A.C.
38. "White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances. See Rule 62-701.200(134), F.A.C.
39. "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils. See Rule 62-701.200(135), F.A.C.

EXHIBIT 4
JOINT MOTION TO ABATE

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

DEER PARK RANCH, LTD.,)	
)	
Petitioner,)	
)	
vs.)	DOAH Case No. 16-3549
)	OGC Case No. 16-0067
BREVARD COUNTY SOLID WASTE)	
MANAGEMENT DEPARTMENT and)	
DEPARTMENT OF ENVIRONMENTAL)	
PROTECTION,)	
)	
Respondents.)	
<hr style="border: 0.5px solid black;"/>		
FARMLAND RESERVE, INC. d/b/a)	
DESERET RANCHES OF FLORIDA,)	
)	
Petitioner,)	
)	
v.)	DOAH Case No. 16-3550
)	OGC Case No. 16-0038
BREVARD COUNTY SOLID WASTE)	
MANAGEMENT DEPARTMENT and)	
DEPARTMENT OF ENVIRONMENTAL)	
PROTECTION,)	
)	
Respondents.)	
<hr style="border: 0.5px solid black;"/>		

**JOINT MOTION TO CANCEL FINAL ADMINISTRATIVE HEARING
AND ABATE PROCEEDING**

Petitioners, Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida ("Deseret"), and Deer Park Ranch, Ltd. ("Deer Park"), and Respondents, Brevard County ("County") and the Department of Environmental Protection ("Department" or "DEP"), move to cancel the administrative hearing scheduled to begin on January 24, 2017, and abate the proceedings for one hundred eighty (180) days. In support of this request, the Parties state as follows:

1. On January 15, 2016, the Department gave notice of its intent to issue two environmental resource permits (DEP File Nos. 05-0301799-003-EC and 05-0301799-004-EI) (collectively, the "Draft Permit") to the County for the construction and operation of stormwater management systems and for certain wetland activities on the County's Site for the proposed US 192 Solid Waste Management Facility, which will be located in Brevard County, Florida.

2. The Department received petitions for a formal administrative hearing ("Petitions") from Deseret and Deer Park concerning the Department's issuance of the Draft Permit. The Petitions were forwarded to the Division of Administrative Hearings ("DOAH") and are the subject of the above captioned proceedings.

3. Deseret, Deer Park, and the County have entered into a Settlement Agreement to resolve the disputed issues in these proceedings. The Parties plan to ensure that the revisions to the Draft Permit agreed upon in the Settlement Agreement are incorporated into a final permit ("Final Permit") to be issued by the Department. If the Department prepares a proposed Final Permit that is consistent with the terms of the Settlement Agreement, the Parties will request the Administrative Law Judge ("ALJ") to relinquish jurisdiction and refer this case to the Department for the issuance of the Final Permit.

WHEREFORE, the Parties respectfully request the ALJ to issue an order canceling the scheduled administrative hearing in this matter and abating all activities in this proceeding, including but not limited to the filing of any further responses to the initial order, pleadings, motions, or discovery, for a period of 180 days, to give the Parties an opportunity to satisfy the terms of the Settlement Agreement. If requested by the ALJ, the Parties will file status reports with the ALJ on a regular basis (e.g., every sixty (60) days) after the issuance of the ALJ's order abating this case.

RESPECTFULLY SUBMITTED this ____ day of _____, 2017.

FARMLAND RESERVE, INC. d/b/a
DESERET RANCHES OF FLORIDA

BREVARD COUNTY

Frank E. Matthews
Florida Bar No. 328812
frankm@hgslaw.com
Ralph A. DeMeo
Florida Bar No. 471763
ralphd@hgslaw.com
Robert Volpe
Florida Bar No. 117992
robertv@hgslaw.com
HOPPING GREEN & SAMS, P.A.
P.O. Box 6526
Tallahassee, FL 32314
Phone: (850) 222-7500
Fax: (850) 224-8551

GARDNER, BIST, BOWDEN, BUSH,
DEE, LAVIA & WRIGHT, P.A.
David S. Dee
Florida Bar No. 281999
ddee@gbwlegal.com
John T. LaVia, III
Florida Bar No. 853666
jlavia@gbwlegal.com
1300 Thomaswood Drive
Tallahassee, FL 32308
Phone: (850) 385-0070
Fax: (850) 385-5416

DEER PARK RANCH, LTD.

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Marty Smith
Florida Bar No. 438952
cms@bap-law.com
BOND, ARNETT, PHELAN, SMITH
& CARRERAS, P.A.
101 S.W. 3rd Street
Ocala, FL 34471
Phone: (352) 622-1188
Fax: (352) 622-1125

Kirk Sanders White
Florida Bar No. 73113
Kirk.white@dep.state.fl.us
DEPT. OF ENVIRONMENTAL
PROTECTION
OFFICE OF GENERAL COUNSEL
3900 Commonwealth Blvd.
MS 35
Tallahassee, FL 32399-3000
Phone: (850) 245-2258
Fax: (850) 487-4938

EXHIBIT 5
SETTLEMENT STIPULATION

DEER PARK RANCH, LTD.,
Petitioner,
vs.
BREVARD COUNTY SOLID WASTE
MANAGEMENT DEPARTMENT and
DEPARTMENT OF ENVIRONMENTAL
PROTECTION,
Respondents.
FARMLAND RESERVE, INC. d/b/a
DESERET RANCHES OF FLORIDA,
Petitioner,
v.
BREVARD COUNTY SOLID WASTE
MANAGEMENT DEPARTMENT and
DEPARTMENT OF ENVIRONMENTAL
PROTECTION,
Respondents.

Petitioners, Farmland Reserve, Inc. d/b/a Deseret Ranches of Florida ("Deseret"), and Deer Park Ranch, Ltd. ("Deer Park"), and Respondents, Brevard County ("County") and the Department of Environmental Protection ("Department" or "DEP"), stipulate to the settlement of this case, and move the Administrative Law Judge ("ALJ") to issue an order relinquishing jurisdiction over

this matter to the Department. In support of this Settlement Stipulation and Joint Motion to Relinquish Jurisdiction, the Parties state:

1. On January 15, 2016, the Department gave notice of its intent to issue two environmental resource permits (DEP File Nos. 05-0301799-003-EC and 05-0301799-004-EI) (collectively, the "Draft Permit") to the County for the construction and operation of stormwater management systems and for certain wetland activities on the County's Site for the proposed US 192 Solid Waste Management Facility, which will be located in Brevard County, Florida.

2. The Department received petitions for a formal administrative hearing ("Petitions") from Deseret and Deer Park concerning the Department's issuance of the Draft Permit. The Petitions were forwarded to the Division of Administrative Hearings ("DOAH") and are the subject of the above captioned proceedings ("Lawsuits"). The formal administrative hearing in these Lawsuits was scheduled to begin on January 24, 2017.

3. The Parties have agreed on revisions to the Draft Permit that resolve the disputed issues in the Lawsuits. The proposed revisions to the Draft Permit are described in the Settlement Agreement between Deseret, Deer Park, and the County, which is attached hereto and incorporated herein as Attachment A. The Parties agree that the revisions identified in Paragraph

4 of the Agreement will be embodied in the Final Permit, a copy of which is attached hereto and incorporated herein as Attachment B. The Parties agree that entering into and complying with the terms of this Settlement Stipulation and Joint Motion shall not be deemed an admission of law or fact by any Party, and shall not be deemed a concession concerning the merits of any allegation or argument asserted by any Party in the Lawsuits.

4. In light of the Parties' agreement concerning the relevant issues in the Lawsuits, the Parties jointly request the ALJ to enter an order relinquishing jurisdiction of this matter to the Department. If the ALJ grants this Joint Motion, the Department will withdraw the Draft Permit, and then issue a final permit that is substantially identical to the Final Permit in Attachment B, within seven days of the ALJ's order relinquishing jurisdiction.

5. The Parties agree that the Department's issuance of the Final Permit will be considered final agency action and not subject to further administrative review. If the Department does not issue a final permit that is substantially identical to the attached Final Permit in Attachment B, Deseret, Deer Park, and the County will have the opportunity to file a challenge in circuit court, or to pursue any other available remedies, to

compel the Department to comply with this Settlement Stipulation.

6. Each Party shall be responsible for its own costs and attorney's fees and waives any right that it may have against any other Party for costs and attorney's fees associated with the Lawsuits.

7. Each Party acknowledges that it may have the right to seek judicial review concerning the issuance of the Final Permit under Section 120.68, Florida Statutes, by filing a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure. However, by executing this Settlement Stipulation and Joint Motion, each Party waives its right to such appeal and to any further notice of that right.

THEREFORE, the disputed issues having been resolved, the Parties move the Administrative Law Judge for an order relinquishing jurisdiction of these cases to the Department for the purpose of issuing the Final Permit to the County.

RESPECTFULLY SUBMITTED on this ____ day of _____, 2017.

FARMLAND RESERVE, INC. d/b/a
DESERET RANCHES OF FLORIDA

BREVARD COUNTY

Frank E. Matthews
Florida Bar No. 328812
frankm@hgslaw.com
Ralph A. DeMeo
Florida Bar No. 471763
ralphd@hgslaw.com
Robert Volpe
Florida Bar No. 117992
robertv@hgslaw.com
HOPPING GREEN & SAMS, P.A.
P.O. Box 6526
Tallahassee, FL 32314
Phone: (850) 222-7500
Fax: (850) 224-8551

GARDNER, BIST, BOWDEN, BUSH,
DEE, LAVIA & WRIGHT, P.A.
David S. Dee
Florida Bar No. 281999
ddee@gbwlegal.com
John T. LaVia, III
Florida Bar No. 853666
jlavia@gbwlegal.com
1300 Thomaswood Drive
Tallahassee, FL 32308
Phone: (850) 385-0070
Fax: (850) 385-5416

DEER PARK RANCH, LTD.

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Marty Smith
Florida Bar No. 438952
cms@bap-law.com
BOND, ARNETT, PHELAN, SMITH
& CARRERAS, P.A.
101 S.W. 3rd Street
Ocala, FL 34471
Phone: (352) 622-1188
Fax: (352) 622-1125

Kirk Sanders White
Florida Bar No. 73113
Kirk.white@dep.state.fl.us
DEPT. OF ENVIRONMENTAL
PROTECTION
OFFICE OF GENERAL COUNSEL
3900 Commonwealth Blvd.
MS 35
Tallahassee, FL 32399-3000
Phone: (850) 245-2258
Fax: (850) 487-4938

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Settlement Stipulation and Joint Motion to Relinquish Jurisdiction was furnished by electronic mail only on this ____ day of _____, 2017, to:

Marty Smith (cms@bap-law.com; patti@bap-law.com)
Bond, Arnett, Phelan, Smith & Carreras, P.A.
Post Office Box 2405
Ocala, Florida 34478

Attorneys for Deer Park Ranch, Ltd.

Frank E. Matthews (frankm@hgslaw.com)
Ralph A. DeMeo (ralphd@hgslaw.com)
Robert Volpe (robertv@hgslaw.com)
Hopping Green & Sams
Post Office Box 6526
Tallahassee, Florida 32314

Attorneys for Farmland Reserve, Inc.

David S. Dee (ddee@gbwlegal.com)
John T. LaVia, III (jlavia@gbwlegal.com)
Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A.
1300 Thomaswood Drive
Tallahassee, FL 32308

Attorneys for Brevard County

KIRK WHITE
General Counsel

EXHIBIT 6 **FENCE LOCATION**

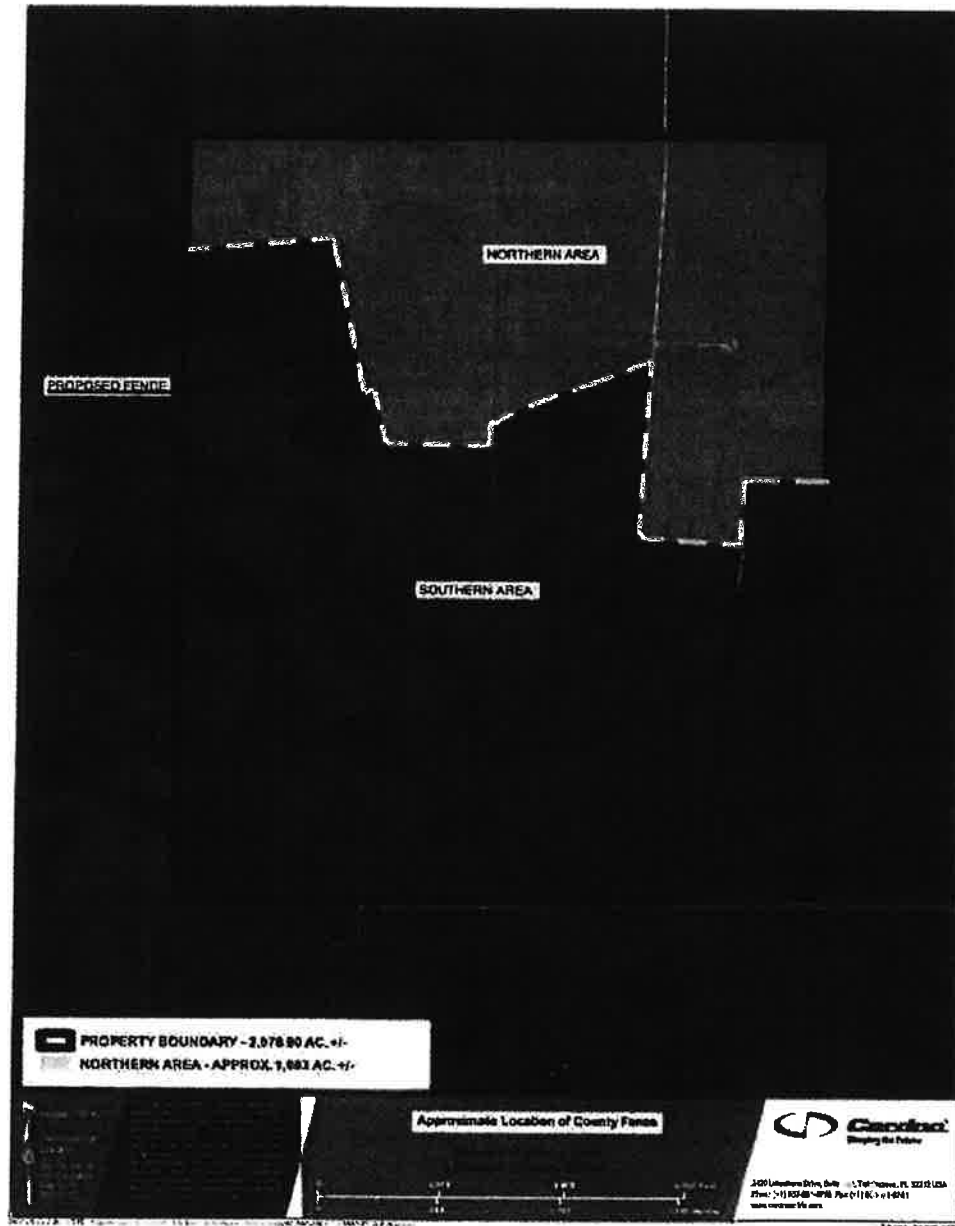


EXHIBIT "C"

NOTICE OF COMMENCEMENT OF CONSTRUCTION



BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department

2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, Florida 32940

May 19, 2021

Mr. W. Don Whyte
Farmland Reserve, Inc. (d/b/a Deseret Ranches of Florida or "Deseret")
13754 Deseret Lane
St. Cloud, Florida 34773

SUBJECT: NOTICE DESIGNATING DATE FOR COMMENCEMENT OF CONSTRUCTION

Dear Mr. Whyte:

Pursuant to Section 11. of the Settlement Agreement between Farmland Reserve, Inc. (d/b/a Desert Ranches of Florida or "Deseret") and Brevard County dated February 7, 2017 (hereinafter "Settlement Agreement"), Brevard County (hereinafter "County") provides this written **Notice Designating Date for Commencement of Construction** to Farmland Reserve, Inc. (d/b/a Deseret Ranches of Florida or "Deseret") (hereinafter "Deseret"). A copy of the executed Settlement Agreement is enclosed for your reference.

Specifically, Section 11 (a) of the Settlement Agreement requires that the County provide written notice "at least one hundred and twenty (120) days before the date when the County anticipates that the Commencement of Construction will occur." As of the date of this Notice, the County anticipates that the commencement of construction of Phase I of the US192 Solid Waste Management Facility will occur on **October 1, 2021** (the Commencement of Construction). The extent of Phase I, which encompasses approximately 1,500 acres of the Southern Area of the Property, is depicted on Exhibit 6 of the Settlement Agreement.

As provided under Section 10. of the Settlement Agreement, "upon or shortly after the date designated for the commencement of construction" the County will build a fence, at its expense, extending from east to west across the site. As contemplated under the Settlement Agreement, the fence will divide the Site into a northern area and a southern area.

With that said, per Section 11 (b) of the Settlement Agreement, upon receipt of this Notice, Deseret "shall take all the steps necessary to ensure that its cattle, equipment, and personal property are moved to the Northern Area before the date designated by the County in its notice. No later than the date designated by the County for the Commencement of Construction, Deseret shall cease all of its activities in the Southern Area. On and after the date designated for the Commencement of Construction, Deseret's activities under the Lease shall be restricted to the Northern Area (e.g., Deseret shall have no right of access to the

Phone (321) 633-2042 • Fax (321) 633-2038

Website: BrevardCounty.us/SolidWaste

Southern Area)." Thus, pursuant to the above-referenced language, the County is requesting that no later than **October 1, 2021**, Deseret move all cattle, equipment, and personal property to the Northern Area as depicted on Exhibit 6 of the Settlement Agreement and that Deseret cease all activities in the Southern Area.

If you have any questions, comments, or want to discuss this further, please feel free to contact Thomas J. Mulligan, Assistant Department Director, at (321) 633-2042 or Thomas.mulligan@brevardfl.gov. He will be acting as the point of contact for this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Euripides Rodriguez", is positioned above the printed name.

Euripides Rodriguez, Department Director

Enclosures: Stated

CC: Abigail F. Jorandby, Esq., Deputy County Attorney, County Attorney's Office

EXHIBIT "D"
ELECTION TO RENEW LEASE AGREEMENT



Farmland Reserve

September 5, 2023

VIA US MAIL AND EMAIL

BREVARD COUNTY

Attn: Thomas J. Mulligan
Solid Waste Management Department
2725 Judge Fran Jamieson Way, A118
Viera, Florida 32940
Email: Thomas.mulligan@brevardfl.gov

RE: ELECTION TO RENEW LEASE AGREEMENT

Mr. Mulligan:

As you know, Brevard County, a political subdivision of the State of Florida (the "**County**"), and Farmland Reserve, Inc., a Utah nonprofit corporation, dba Deseret Ranches of Florida ("**Deseret**"), are parties to that certain Lease Agreement dated December 2, 2003 (the "**Lease**"), wherein Deseret leases approximately 1083 acres of pasture land (the "**Premises**") for the purpose of cattle grazing and other agricultural related activities. The Premises is more particularly depicted on Exhibit A, attached hereto.

The purpose of this letter is to notify County of Deseret's desire to renew the Lease for one (1) additional five (5) year term pursuant to Section 2 of the Lease (the "**Renewal Term**"). Notwithstanding anything in the Lease to the Contrary, this letter also serves to memorialize in writing the mutual agreement between the County and Deseret that Deseret's obligation to pay rent under the Lease during the Renewal Term shall be in the amount of \$25,927.02 per year ($1,083 \text{ acres} \times \$23.94 \text{ per acre} = \$25,927.02$).

Please indicate your receipt and acceptance of the terms of this letter by having the proper agent of the County sign in the space provided below. If you have any questions, please contact Randall Raban, Land and Governmental Affairs Manager at (850) 340-1065 or rraban@deseretranches.com or Jolie Long, Land and Governmental Affairs Associate at (321) 451-5925 or jolong@deseretranches.com.

Sincerely,

FARMLAND RESERVE, INC.



Clint Richardson, Assistant Vice President

Accepted and acknowledged this
21 day of September, 2023 by:

By:

Name: THOMAS J. MULLIGAN

Its: DEPARTMENT DIRECTOR