

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **October 17, 2006**

☒ **Consent**
☐ **Ordinance**

☐ **Regular**
☐ **Public Hearing**

Department: **Parks and Recreation**
Submitted By: **Parks and Recreation Department**
Submitted For: **Parks and Recreation Department**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Second Amendment to the Lantana Landfill Golf Course and Park Interlocal Lease Agreement with the Solid Waste Authority of Palm Beach County (SWA) dated December 7, 1999 (R99-2333D); **B)** Budget Transfer of \$100,000 within the \$25M GO 03 Parks & Cultural Improvements Bond fund from Lake Lytal Park Improvements (\$75,000) and Lake Lytal Pool Building Renovations (\$25,000) to Park Ridge Golf Course; **C)** Budget Transfer of \$50,000 within the \$25M GO 05 Parks & Cultural Improvements Bond fund from Lake Lytal Pool Building Renovations to Park Ridge Golf Course; and **D)** Budget Transfer of \$350,000 within Park Impact Fees Zone 2 fund from Reserves for Lake Lytal Park Improvements to Park Ridge Golf Course.

Summary: This Second Amendment amends Article III, Section 3.02, "Funding by Lessee", and Section 3.03 "Funding by Lessor" of the Interlocal Agreement, as amended, between Palm Beach County and SWA, and will allow the parties to share equally in the cost of each element of the construction of the project. Additional funding is required to upgrade the existing storm water management system in order to protect the facility and its improvements during major rain events. Districts 2 & 6 (AH)

Background and Justification: On December 7, 1999, the Board of County Commissioners (BCC) approved an Interlocal Lease Agreement with the SWA for the Lantana Landfill, which allowed the County to develop and operate a golf course, and provided the SWA with an end use for this closed landfill which would protect the integrity of its improvements and ongoing regulatory management responsibilities for the property. The First Amendment to the Agreement, approved by the BCC on August 20, 2002 (R2002-1440), allowed the SWA to deposit fill and organic material on the site. The Second Amendment provides for both parties to share equally those costs associated with the golf course project. The SWA executed the Second Amendment on August 16, 2006 and staff recommends Board approval at this time.

Park Ridge Golf Course is an 18-hole regulation golf course which is under construction and scheduled to be completed by December 2006. Due to recently identified drainage issues resulting from several major rain events, project engineers have determined that improvements to the existing storm water management system are required in order to protect the underlying landfill and the recently completed improvements during major rain events. The proposed budget transfers of \$500,000 are necessary to fund the County's share of the actions needed to correct the storm water management system. Portions of the Lake Lytal Park improvement project, which were already on hold due to funding issues, will be completed as funds are made available in future budget years.

Attachments:

1. Second Amendment to Lease Agreement
2. First Amendment to Lease Agreement (R2002-1140)
3. Interlocal Lease Agreement (R99-2333D)
4. Budget Transfers (3)

Recommended by: _____

Department Director

Date

9/21/06

Approved by: _____

Assistant County Administrator

Date

10-4-06

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>500,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>500,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A

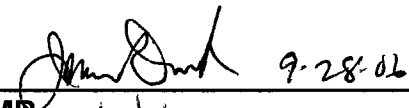


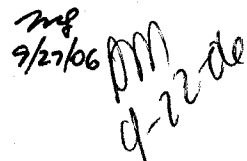
B. Recommended Sources of Funds/Summary of Fiscal Impact:

\$25M GO 03 Parks & Cultural Improv Bond	3019-581-P377-6520	\$75,000
	3019-581-P559-6520	\$25,000
\$25M GO 05 Parks & Cultural Improv Bond	3020-581-P559-6520	\$50,000
Park Impact Fees Zone 2	3602-581-9900-9909	\$350,000
	Total	\$500,000

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

 9-28-06
 OFMB  9/28/06
 9/29/06
 Contract Development & Control
 B. Legal Sufficiency:  9-22-06
 This amendment complies with our review requirements.

Anne Helgenst 10/3/06
 Assistant County Attorney

C. Other Departmental Review:

REVISED 09/2003
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



August 16, 2006

Mr. Dennis Eshleman
Director
PBC Parks & Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

RE: Lantana Landfill Golf Course and Park Interlocal Lease Agreement
Amendment No. 2

Dear Mr. Eshleman:

Attached please find three copies of the subject amendment that was approved by the SWA Governing Board today, August 16, 2006, as Agenda Item 9.E.4. Please have the documents approved and executed by the County as required and return two fully executed original documents to my attention. Please note that we will retain one copy for our record and file the other with the County Clerk.

Should there be any questions or should you require any additional information, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "RHS", is written over a horizontal line.

Raymond H. Schauer
Director of Engineering & Public Works

RHS/kal
Enc.

Amendment #2 to
Lantana Landfill Golf Course and Park
Interlocal Lease Agreement

This Amendment #2 is dated this ____ day of _____, 2006, to the Lantana Landfill Golf Course and Park Interlocal Lease Agreement dated December 7, 1999, as amended, between the Solid Waste Authority of Palm Beach County, Florida, (the "Lessor"), and the Board of County Commissioners of Palm Beach County, Florida, (the "Lessee").

WITNESSTH:

WHEREAS, pursuant to the authority granted in Section 163.01, Florida Statutes, the Lessor and Lessee entered into the Lantana Landfill Golf Course and Park Interlocal Lease Agreement dated December 7, 1999, (the "Interlocal Lease Agreement"); and

WHEREAS, the Lessor leased to Lessee certain real property known as the Lantana Landfill which consisted of closed landfill cells designated for future use as a public golf course and park; and

WHEREAS, the Interlocal Lease Agreement further provided for the construction of the Lantana Landfill Golf Course and Park (the "Project") on the site of the Lantana Landfill and established the duties and responsibilities of the parties with respect to the Project, including the funding; and

WHEREAS, the parties have reviewed their respective obligations with respect to the funding of the Project and wish to make certain changes to the obligations which were originally set forth in the Interlocal Lease Agreement; and

WHEREAS, the parties wish to enter into this Amendment #2 to reflect the changes they have mutually agree upon with respect to the funding of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations undertaken herein, the parties agree as follows:

1. Section 3.02, "Funding by Lessee", and Section 3.03, "Funding by Lessor", of the Interlocal Lease Agreement, as amended, are deleted in their entirety and replaced as follows:

Section 3.02 Funding.

The parties mutually agree that they will share equally in the costs of each element of the construction of the Project, including the funding of all costs previously allocated in Sections 3.02 and 3.03 of the Interlocal Lease Agreement and Amendment #1.

Section 3.03 INTENTIONALLY LEFT BLANK

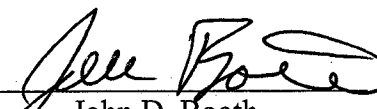
2. All other terms and conditions set forth in the Interlocal Lease Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by the respective authorized representatives as of the date first written above.


ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY, FLORIDA

By: 
Sandra Vassalotti
Clerk to the Board

By: 
John D. Booth
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Maureen Cullen
General Counsel

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

SHARON R. BOCK, CLERK
& COMPTROLLER

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

BY: 
Director, Parks & Recreation Department

Agenda Item #: 3.M.1.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R-2002-1440

Meeting Date: August 20, 2002

☒ Consent

☐ Regular

M/A 7-0

☐ Ordinance

☐ Public Hearing

Department:

Parks and Recreation Department

1. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Lantana Landfill Golf Course and Park Interlocal Lease Agreement with the Solid Waste Authority of Palm Beach County (R99-2333D).

Summary: This amendment to Article III, Design Permitting and Construction, permits the Solid Waste Authority to deposit fill and organic material, which will be suitable for construction, on the future golf course site. The placement of the material will be beneficial to both the County and the Solid Waste Authority. District 6 (MC)

Background and Justification: On December 7, 1999, the Board approved a lease agreement with the Solid Waste Authority of Palm Beach County for the Lantana Landfill (R-99-2333D), which allowed the County to develop and operate a golf course, and provided the Solid Waste Authority with an end use for this closed landfill which would protect the integrity of its improvements and ongoing regulatory management responsibilities for the property.

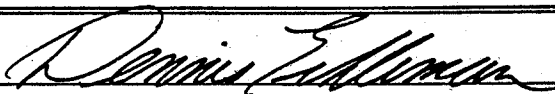
The golf facility which is currently being designed will require substantial amounts of fill for contours, greens and tee boxes. The Solid Waste Authority has identified certain fill and organic materials, which require disposal, that when blended with onsite fill material will provide suitable construction material, improve the nutrient content of the soil, and provide a preferred growing medium for bermuda grass. The deposit of these materials will reduce the cost of providing fill during construction, thus reducing the overall construction costs to the County, it will also provide the Solid Waste Authority with a disposal location for the material. Staff recommends approval of the attached Amendment.

The agreement has been executed by the Solid Waste Authority and now needs to be approved by the Board of County Commissioners.

Attachment:

Amendment No. 1

Recommended by:


Department Director

Date

7/24/02

Approved by:


Assistant County Administrator

Date

7/31/02

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2002	2003	2004	2005	2006
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues					
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Is Item Included in Current Budget?	Yes		No		
Budget Account No.:	Fund	Agency	Org.	Object	
	Reporting Category				

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

my will was

III. REVIEW COMMENTS:

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

H. Bergeron 7.26.02
OFMB *MM 7-8-02*

Armin P. Jacobowitz / E. Jones 7/30/02

Contract Dev. and Control

**This amendment complies with
our review requirements.**

B. Legal Sufficiency:

K. Jal 8/16/02
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

This summary is not to be used as a basis for payment.
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AMENDMENT NO. 1

R2002 1440

AUG 20 2002

LANTANA LANDFILL GOLF COURSE AND PARK
INTERLOCAL LEASE AGREEMENT

Amendment No. 1, dated this 12th day of June, 2002, between the Solid Waste Authority of Palm Beach County (the "Lessor") and Palm Beach County (the "Lessee") amending the Lease Agreement for the Lantana Landfill Park Property dated December 7, 1999.

RECITALS:

WHEREAS, the Lessor and the Lessee entered into a Lease Agreement dated December 7, 1999, for the purpose of using the Lantana Landfill property for a golf course and county park; and

WHEREAS, the Lessor has available certain fill and organic materials suitable for use in the construction of the golf course; and

WHEREAS, mutual benefits will be realized by the use of these materials.

NOW, THEREFORE, in consideration of the premises and the mutual obligations undertaken herein, the Parties agree as follows:

- 1) Section 3.03, "Funding by Lessor", is amended to include 3.03(c) as follows: (c) Dredging and placement of fill materials and materials from other sources suitable for use in construction or for soil amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by the respective authorized representatives as of the date first above written.

ATTEST

By: 

Sandra Vassalotti
Clerk to the Board

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: 

Donald L. Lockhart
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

Maureen Cullen
General Counsel

Approved as to terms and conditions

By: 

Dennis Eshleman, Director, Parks & Recreation

Approved as to Form and Legal Sufficiency:

By: 

Assistant County Attorney

WITNESSES

By: DOROTHY H. WILKEN, CLERK

Board of County Commissioners

By: 

DEPUTY CLERK

PALM BEACH COUNTY

By: 

Warren H. Newell, Chairman
Palm Beach County Board of County
Commissioners

ARTICLE III
DESIGN, PERMITTING AND CONSTRUCTION

Section 3.01 Project Management.

Lessee shall be responsible for funding the cost of design, permitting, and construction of an 18 hole public golf course and other park facilities on the Property. The Lessor shall serve as the project manager for design, permitting, and construction of the Golf Course project, as identified in "Exhibit B," *Conceptual Site Plan*, attached hereto and made a part of this Agreement. The Lessor agrees to employ its engineering consultant and to hire a golf course architect/designer to assist in the design and permitting for the golf course project. In addition, the Lessor shall manage the bidding and construction phases of the project.

Section 3.02 Funding by Lessee.

The Lessee shall be generally responsible to pay all cost for construction of the Golf Course Project to be accomplished under a contract let and managed by the Lessor. The Lessee shall encumber and establish a capital project account in an amount not less than the total cost of the Golf Course Project including project management costs plus a 5% contingency in advance of the Lessor approving the contract for construction of the Golf Course.

Section 3.03 Funding by Lessor

Notwithstanding the previous paragraph, the parties agree that Lessor may desire to fund specific elements of the project, that are necessary for Lessor's ongoing management responsibilities for the landfill, subject to Lessor's annual funding availability as follows:

- (a) Perimeter landscape buffer, sodding and/or seeding of portions of the landfill that may continue to be maintained by the Lessor.
- (b) Construction of underground utilities, drainage, and irrigation systems.

Section 3.04 Payment by Lessee

The Lessee shall disperse funds to the Lessor in a check payable to the Solid Waste Authority of Palm Beach County on a monthly basis in an amount commensurate with the engineer's or contractor's monthly pay application for work completed on the project. The Lessee agrees to pay the Lessor within ten (10) working days of receipt of each monthly invoice for payment submitted by the Lessor. Invoice payments shall be sent to the following address; Solid Waste Authority, Attention: Executive Director, 7501 Jog Road, West Palm Beach, FL 33412.

No changes or modifications to the construction contract that increases the total cost of the project above the amount provided for in the Capital Project Account which includes contingencies, shall be made without the written consent of the Lessee. The Palm Beach County Parks and Recreation Department shall review and approve all changes and or modifications to the design and construction contracts.

AMENDMENT NO. 1

R2002 1440 AUG 20 2002

LANTANA LANDFILL GOLF COURSE AND PARK
INTERLOCAL LEASE AGREEMENT

Amendment No. 1, dated this 12th day of June, 2002, between the Solid Waste Authority of Palm Beach County (the "Lessor") and Palm Beach County (the "Lessee") amending the Lease Agreement for the Lantana Landfill Park Property dated December 7, 1999.

RECITALS:

WHEREAS, the Lessor and the Lessee entered into a Lease Agreement dated December 7, 1999, for the purpose of using the Lantana Landfill property for a golf course and county park; and

WHEREAS, the Lessor has available certain fill and organic materials suitable for use in the construction of the golf course; and

WHEREAS, mutual benefits will be realized by the use of these materials.

NOW, THEREFORE, in consideration of the premises and the mutual obligations undertaken herein, the Parties agree as follows:

- 1) Section 3.03, "Funding by Lessor", is amended to include 3.03(c) as follows: (c) Dredging and placement of fill materials and materials from other sources suitable for use in construction or for soil amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by the respective authorized representatives as of the date first above written.

ATTEST

By: 

Sandra Vassalotti
Clerk to the Board

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: 

Donald L. Lockhart
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

Maureen Cullen
General Counsel

Approved as to terms and conditions

By: 

Dennis Eshleman, Director, Parks & Recreation

Approved as to Form and Legal Sufficiency:

By: 

Assistant County Attorney

WITNESSES

By: DOROTHY H. WILKEN

Board of County Commissioners

By: 

DEPUTY CLERK

PALM BEACH COUNTY

By: 

Warren H. Newell, Chairman
Palm Beach County Board of County Commissioners

Agenda Item #: 3.M.2.

MYA 7-0

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R99 2333D

Meeting Date: December 7, 1999

☒ (X) Consent

☐ () Regular

☐ () Ordinance

☐ () Public Hearing

Department: Parks and Recreation Department

1. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Approve: Lantana Landfill Golf Course and Park Interlocal Lease Agreement with the Solid Waste Authority.

Summary: The 25 year lease of the SWA's former Lantana Landfill property will provide the County with sufficient property on which to develop and operate an 18 hole Golf Course facility that will be designed to accommodate the needs of Junior Golfers in the Central County area. The Parks and Recreation Department has also recently acquired 40 acres of adjoining property on which it will develop additional District Park facilities in conjunction with the proposed golf course. This Interlocal Agreement also provides for the County to pay the SWA to perform the design, permitting and construction of the golf course and park facilities, which is necessary to ensure the SWA's ability to maintain its improvements and permit requirements throughout the life of the lease. District 6 (MC)

Background and Justification: This Lease Agreement for the 276 acre Lantana Landfill will allow the County to develop and operate an 18 hole Golf Course and the SWA with an end use for this closed landfill that will protect the integrity of its improvements and ongoing regulatory management responsibilities for the property. The proposed Golf Course will be dedicated for play by juniors during after-school hours and during the summer months. The estimated cost to design and develop this Golf Course is \$4.0 Million, with funding from the \$25 Million Recreational and Cultural Facility Bond Issue, Zone 2 Park Impact Fees, and grants, as previously identified in the Department's five year Capital Improvements Program. The projected annual operating and maintenance cost for the course is \$650,000 which will be offset by greens fees, operating grants, and if necessary by a subsidy from the County's current Golf Course Enterprise Funds.

This Interlocal Agreement ultimately provides a great benefit for the public through the partnering of two agencies to rehabilitate and make public lands available for Golf Course and Park purposes. The County's prior experience with the SWA's construction of park facilities at the former Dyer Boulevard Site was one of exceptional success and the Parks and Recreation Department once again looks forward to partnering with the SWA on this Project. Under this Interlocal Lease Agreement, the County will fund and pay the SWA to manage the design, permitting and construction of the golf course and park, to ensure continued compliance with SWA's landfill permit requirements, and protection and maintenance of their landfill improvements.

The master plan included as Exhibit B of the Agreement represents the proposed golf course and park facilities planned for the combined park and landfill properties and will be subject to some modification as a result of permitting and further refinement of design elements. Staff recommends approval of the attached Interlocal Lease Agreement.

Attachments:

1. Interlocal Lease Agreement

Recommended by:

Dennis Ehlman
Department Director

11/8/99
Date

Approved by:

Jim Creamer
Assistant-County Administrator

12/1/99
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2000	2001	2002	2003	2004
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
External Revenues					
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ☒ No ☐
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Reporting Category _____

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

Annual rent for this agreement is \$10.00 per year for 25 years.
 Total fiscal impact is \$250.00.

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS:

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

Elizabeth Brown
 SLE OFMB 11/15/99

Dr. J. Gust 11/30/99
 Contract Dev. and Control

B. Legal Sufficiency:

Maureen Cullen 12/1/99
 Assistant County Attorney

The Lease Agreement complies
 with our review requirements.
 The initial term is for 25
 years with termination for
 default only.

C. Other Department Review:

 Department Director

REVISED 11/98
 ADM FORM 01

This summary is not to be used as a basis for payment.
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R99 2333D

PALM BEACH COUNTY

LANTANA LANDFILL GOLF COURSE & PARK

INTERLOCAL
LEASE AGREEMENT

between

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
(Lessor)

and

PALM BEACH COUNTY
(Lessee)

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Last update
September 28, 1999 (1:59PM)

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INTERLOCAL LEASE AGREEMENT BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY
FOR LEASE OF LANTANA LANDFILL PARK PROPERTY

THIS LEASE AGREEMENT, made and entered into this _____ day of ^{DEC 07 1999} 19_____, by and between SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a governmental entity created pursuant to Chapter 75-473, Laws of Florida, hereinafter referred to as "Lessor" and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Florida Legislature created the Lessor and granted to it the responsibility for solid waste management and resource recovery in Palm Beach County, Florida including the closure and maintenance of landfills; and

WHEREAS, Lessor is the owner of certain real property in Palm Beach County, Florida, known as the Lantana Landfill, which consists of closed landfill cells designated for future use as a public golf course and County park; and

WHEREAS, Lessor desires to lease the Lantana Landfill to the Lessee for use as a public golf course and County park; and

WHEREAS, Lessee desires to lease the Lantana Landfill from Lessor for said purpose; and

WHEREAS, Lessor desires to maintain administrative control over the design, permitting, and land development activities occurring over the landfill for environmental and public safety purposes; and

WHEREAS, Lessee desires to pay Lessor to administer contracts for the design, permitting and construction of the public golf course; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Lessor and Lessee to enter into interlocal agreements of this nature.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor demises and leases to Lessee and the Lessee rents from Lessor the Lantana Landfill hereinafter referred to as the "Property" upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Lease Property.

The Lease Property consists of approximately 276 acres of land located at the northwest corner of Lantana Road and Lyon's Road, Palm Beach County, Florida, more fully described in Exhibit "A", *Legal Description and Survey Sketch for Lantana Landfill Property*, attached hereto and made a part of this Agreement. The Parks and Recreation Department shall fund the design, permitting and construction of Golf Course and Park Facilities on the Property as identified in "Exhibit B," *Conceptual Site Plan*, attached hereto and made a part of this Agreement, and shall operate and maintain these facilities for public use at its own expense. Lessor shall retain all rights to maintain its improvements on the Property, to restrict the public from designated areas of the Property, and any other area as may be necessary from time to time to perform work related to its landfill management responsibilities at its sole discretion. The Lessor and Lessee acknowledge that the *Conceptual Site Plan* is subject to future modification as more detailed site design work is completed and that the *Conceptual Site Plan* will be superceded by the engineering consultant's final Site Plan for the Golf Course and/or Park Project construction.

Section 1.02 Length of Term and Commencement Date.

The Term of this Lease shall commence upon the date of full execution of this Lease (the "Commencement Date") and shall extend for a period of twenty-five (25) years thereafter, unless sooner terminated pursuant to the provisions of this Lease (the "Term"). Notwithstanding anything in this Lease to the contrary, during the twenty-fifth (25th) year of the initial Term of this Lease or any extension of the Term of this Lease, the Lessor and Lessee shall each have the right to cancel this Lease for any reason upon nine (9) months prior written notice to the other.

ARTICLE II RENT

Section 2.01 Annual Rent.

The rental for the Property shall be ten dollars (\$10.00) per annum and shall be payable by Lessee in advance upon the Commencement Date and each anniversary thereof.

Section 2.02 Assessments.

Lessee shall pay, before delinquency, all assessments which may be levied by any governmental authority against the Property or the Improvements constructed on the Property during the Term of this Lease, to the extent that Lessee is not exempt by law from said assessment.

ARTICLE III DESIGN, PERMITTING AND CONSTRUCTION

Section 3.01 Project Management.

Lessee shall be responsible for funding the cost of design, permitting, and construction of an 18 hole public golf course and other park facilities on the Property. The Lessor shall serve as the project manager for design, permitting, and construction of the Golf Course project, as identified in "Exhibit B," *Conceptual Site Plan*, attached hereto and made a part of this Agreement. The Lessor agrees to employ its engineering consultant and to hire a golf course architect/designer to assist in the design and permitting for the golf course project. In addition, the Lessor shall manage the bidding and construction phases of the project.

Section 3.02 Funding by Lessee.

The Lessee shall be generally responsible to pay all cost for construction of the Golf Course Project to be accomplished under a contract let and managed by the Lessor. The Lessee shall encumber and establish a capital project account in an amount not less than the total cost of the Golf Course Project including project management costs plus a 5% contingency in advance of the Lessor approving the contract for construction of the Golf Course.

Section 3.03 Funding by Lessor

Notwithstanding the previous paragraph, the parties agree that Lessor may desire to fund specific elements of the project, that are necessary for Lessor's ongoing management responsibilities for the landfill, subject to Lessor's annual funding availability as follows:

- (a) Perimeter landscape buffer, sodding and/or seeding of portions of the landfill that may continue to be maintained by the Lessor.
- (b) Construction of underground utilities, drainage, and irrigation systems.

Section 3.04 Payment by Lessee

The Lessee shall disperse funds to the Lessor in a check payable to the Solid Waste Authority of Palm Beach County on a monthly basis in an amount commensurate with the engineer's or contractor's monthly pay application for work completed on the project. The Lessee agrees to pay the Lessor within ten (10) working days of receipt of each monthly invoice for payment submitted by the Lessor. Invoice payments shall be sent to the following address; Solid Waste Authority, Attention: Executive Director, 7501 Jog Road, West Palm Beach, FL 33412.

No changes or modifications to the construction contract that increases the total cost of the project above the amount provided for in the Capital Project Account which includes contingencies, shall be made without the written consent of the Lessee. The Palm Beach County Parks and Recreation Department shall review and approve all changes and or modifications to the design and construction contracts.

ARTICLE IV OPERATION AND MAINTENANCE

Section 4.01 Acceptance of Property by Lessee.

Lessee certifies that Lessee has inspected the Lease Property and accepts same "As Is", in its existing condition, as of the Commencement Date of this Lease. No repair work, alterations, or remodeling of the Lease Property is required to be done by Lessor as a condition of this Lease.

Section 4.02 Operation and Maintenance of Golf Course.

Lessee agrees at its own cost and expense to perform all operation and maintenance for the lawful use of the Golf Course and/or the Park Facilities as specified in this Lease. Any additions or modifications to the Golf Course and/or Park Facilities shall be done solely and completely at Lessee's cost and expense and Lessor shall have no responsibility or liability for any costs or expense in regard to the use, operation, maintenance, replacement, modification, improvement or expansion of the Golf Course or the Park Facilities after the Commencement Date, except as may be otherwise specifically set out in this Agreement.

The Property is subject to permit restrictions and regulatory standards issued by state and local environmental regulatory agencies for discharges to the air, surface water, and groundwater. The Lessee agrees to develop an Operation and Maintenance Plan for the Golf Course and Park Facilities to prevent damage to the environmental control systems on the Property and to protect the environment. This plan at a minimum will address the use of chemical fertilizers, herbicides and pesticides, discharges of chemicals into the surface water and groundwater, excavation, irrigation schedules, pollution prevention, compliance with the existing environmental permits, and general maintenance activities. This Operations and Maintenance Plan shall be subject to review by the Lessor and will be included as a attachment to this agreement prior to the Lessee commencing its maintenance activities on the Property.

Section 4.03 Approval of Alterations.

Lessee shall not make any improvements, additions, modifications or alterations to the Property (hereinafter collectively referred to as "Alterations") without the prior written consent of Lessor in each instance. Lessee shall submit detailed plans and specifications for all such Alterations to Lessor for Lessor's written approval prior to Lessee's commencing work on same. Lessee acknowledges and agrees that all Alterations, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Lessee, and not for the benefit of Lessor, such Alterations being nevertheless subject to each and every provision of this Lease. All work done by Lessee in connection with any Alterations, repairs and maintenance shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the plans and specifications therefor.

Lessee specifically acknowledges that no underground excavation of any kind shall be done under any circumstances (except for life threatening emergency) without first obtaining written authorization from the Lessor. An appropriate form for request will be supplied by Lessor.

Section 4.04 Lessor's Consent.

Lessee shall authorize Lessor to act as Lessee's agent to obtain any government approvals or permits required for any construction project and/or Alterations approved by Lessor.

Section 4.05 Construction Liens.

Lessee shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, for any construction project and/or Alterations to the Property, and shall where required, obtain a Public Performance Bond in accordance with Florida Statutes 255.05 prior to commencing any such Alterations.

In the event a lien is filed against the Property in connection with any work performed by or on behalf of the Lessee, the Lessee shall promptly take action to have the lien removed from the Property. Further, the Lessee agrees to indemnify, defend and save the Lessor harmless from and against any damage or loss incurred by the Lessor as a result of any such construction lien.

**ARTICLE V
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LESSEE**

Section 5.01 Lessee's Use of Property, Maintenance, and Hours of Operation.

Lessee shall use the Property solely and exclusively for a public Golf Course and Park Facilities to benefit the people of Palm Beach County, Florida. Lessee shall be in full control of the operation and maintenance of the Golf Course and Park Facilities and shall set and establish the times of operation, and the rules and regulations for the use of the Golf Course and Park Facilities. However, Lessee shall ensure that all Golf Course and Park facilities and access to the Property are locked and secured outside of normal operation hours, and shall insure that access to the Lessor's secured areas (as shown on Exhibit B) remain locked and secured at all time except during actual access and use by Lessee's employees or agents. Lessor shall have no control or responsibility with regard to the use of the Property, except as is otherwise set out in this Agreement.

Lessor shall have the right to require such modification or change to Lessee's use of the Golf Course and Park Facilities or its rules or regulations as Lessor in its sole discretion determines is necessary to comply with any current or future local, state or federal rule, regulation, permit, or deed covenant. In the event that Lessee fails to timely make such modifications or changes, Lessor shall have the right to enter upon the Property and make such modifications or changes at Lessee's expense as Lessor in its sole discretion determines is necessary to meet such compliance. Such discretion will not be unreasonably exercised.

Section 5.02 Lessor's Continuing Use, Maintenance, and Improvement of Property.

The parties acknowledge and agree that the Property as described in Exhibit "A" includes lands and areas in addition to that needed for the Golf Course and Park Facilities, and that portions of the Property are reserved to the Lessor for its exclusive use, or are subject easements or rights of use by other parties. The Property consists of a closed landfill which has been closed by Lessor in accordance with governing Florida and Federal statutes and regulations and will continue to be governed by these statutes and regulations in the future, including but not limited to the jurisdiction of the Florida Department of Environmental Protection.

The Lessor shall have the ongoing responsibility and liability for the overall maintenance of the closed landfill, and shall provide the resources to operate and maintain the closed landfill areas including but not limited to the gas extraction and collection systems, the interceptor / irrigation systems, the groundwater monitoring network and surface water management systems, deed covenant, and local, state and federal requirements as they exist now or may exist in the future.

Section 5.03 Division of Responsibilities and Liabilities.

Without limiting the broad assignment of responsibilities and liabilities set out in Sections 4.01, 4.02, 5.01 and 5.02 of this Agreement, the parties agree to the following division of responsibilities and liabilities:

Lessee will provide for the following:

1. Utilities to operate the Golf Course and Park facilities (metered separately from Lessor facilities.)
2. Golf Course and Park security, police and emergency services.
3. All janitorial and building services associated with Golf Course and Park facilities.
4. Maintenance and repair of all Golf Course and Park buildings, grounds, facilities, utilities, roadways, cart paths, irrigation, landscaping, and other amenities associated with the Golf Course and Park as set out on Exhibit B.
5. Provide Lessor unlimited access at all times to perform required functions associated with the closed landfill or Lessor facilities or functions.

Lessor will provide for the following:

1. Utilities to operate landfill gas systems, interceptor/irrigation systems, or any other systems required to comply with applicable permits associated with the closed landfill and associated surface water systems.
2. Grounds maintenance for the remaining landfill areas, retention basins, landfill access roads, and associated surface water areas within the Property that is not a part of the Lessee managed Golf Course and/or Park Facilities.
3. Operate and maintain all landfill facilities including gas and leachate collection systems.

4. Operate and maintain all groundwater, surface water, and gas monitoring facilities for the Property.
5. Perform any and all other functions required by local, state, and federal regulations applicable to the closed landfill facilities.

The specific areas as designated on Exhibit "B" as "Landfill Facilities" shall be accessible to and used exclusively by Lessor, and Lessee shall use its best efforts to prevent any users of the Golf Course and/or Park Facilities from entering, accessing, disturbing or damaging any such Lessor exclusive areas, and shall notify Lessor immediately if any of the above occur.

The Lessor shall have the right to enter upon and access the Property at any time Lessor in its sole discretion deems necessary for the purpose of fulfilling any of Lessor's responsibilities and liabilities under this Agreement, but Lessor hereby agrees that it will use its best efforts not to interfere with Lessee's use, operation and maintenance of the Property except as is reasonably necessary.

Section 5.04 Waste or Nuisance.

Lessee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property or which may affect Lessor's fee interest in the Property. Lessee shall not use or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in Lessee's operations, on the Property, in any manner not permitted by law. All refuse is to be removed from the Property at Lessee's sole cost and expense and Lessee will keep such refuse in proper fireproof containers on the Property until removed. Lessee will keep access to the Golf Course, the parking areas, Park Facilities and other contiguous areas to the Property free and clear of obstruction. Lessee, at its sole cost and expense, will keep the Golf Course Improvements and/or Park Facilities free of rodents, vermin and other pests.

Section 5.05 Governmental Regulations.

Lessee shall, at Lessee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Lessee or its use of the Property. Lessee shall, to the extent permitted by law, indemnify, defend and save Lessor harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Lessee's failure to perform its obligations in this Section.

Section 5.06 Surrender of Property.

Upon termination or expiration of this Lease, Lessee, at its sole cost and expense, shall surrender the Property to the Lessor in the similar condition the Property was in as of the Commencement Date of this Lease, reasonable wear and tear excepted.

ARTICLE VI INSURANCE AND INDEMNITY

Section 6.01 Liability Insurance.

Lessee shall, during the entire Term hereof, provide Lessor with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence. In the event the Legislature should change the Lessee's exposure by Statute above or below the sums insured against, the Lessee shall provide insurance to the extent of that exposure.

Section 6.02 Indemnification

"Golf Course and/or Park Facilities Use Litigation" for purposes of this section means any and all claims, suites, actions, damages, and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damages to personal property sustained by reason or as a result of the use, occupancy, or control of the Property by the Lessee, its agents, employees, licensees, and invitees.

Indemnification by Lessee: Lessee shall, to the extent permitted by law, indemnify and save harmless Lessor from and against Golf Course and/or Park Facilities Use Litigation, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any Golf Course and/or Park Facilities Use Litigation. In the event Lessor shall be made a party to any Golf Course and/or Park Facilities Use Litigation commenced against Lessee or by Lessee against any Third Party, then Lessee shall protect and hold Lessor harmless and pay all costs and attorneys fees incurred by Lessor in connection with such Golf Course and/or Park Facilities Use Litigation, and any appeals thereof. Nothing herein shall constitute a waiver of the sovereign immunity of either party, as provided in Florida Statutes 768.28 as amended.

Indemnification by Lessor: Lessor shall, to the extent permitted by law, indemnify and save harmless Lessee from any and all claims, suits, actions, damages and/or causes of action that relates in any way to the Property, and that is not Golf Course and/or Park Facilities Use Litigation, including without limitation any claim or suit arising out of the use of the Property as a Landfill, any closure and/or post closure requirements and/or activities, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses, and liabilities incurred in and about the defense of any such litigation. In the event Lessee shall be made a party to any such litigation commenced against Lessor or by Lessor against any Third party, then Lessor shall protect and hold Lessee harmless and pay all costs and attorney fees incurred by Lessee in connection with such litigation, and any appeals thereof. Nothing herein shall constitute a waiver of the sovereign immunity of either party, as provided in Florida Statutes 768.28, as amended.

**ARTICLE VII
DESTRUCTION OF LESSEE'S ALTERATIONS**

In the event any of the Improvements are destroyed, damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, Lessee shall commence restoration or removal thereof within ninety (90) days and thereafter diligently pursue the restoration or removal to completion. Notwithstanding the foregoing, in the event of any such casualty, Lessee shall have the right, to be exercised in its sole discretion, to terminate this Lease. In the event Lessee elects to terminate this Lease, Lessee shall first place the Golf Course and/or Park Facilities in a safe and sightly condition in compliance with all Building, Fire and other applicable codes and shall at the request of the Lessor remove any Golf Course and/or Park Facilities improvements which are materially damaged.

**ARTICLE VIII
UTILITIES AND SERVICES**

Lessee shall make arrangements for the supply to the Golf Course of any and all utilities and services required by Lessee for additional Golf Course and/or Park Facilities improvements by contracting directly with the utility or other companies furnishing such utilities and services to the Property. Lessee shall be solely responsible for and promptly pay directly to the utility or other provider of such service all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Property. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Property unless Lessor is the supplier of such utility.

**ARTICLE IX
ASSIGNMENT AND SUBLETTING**

Lessee may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Property, without prior written consent of the Lessor. All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of Lessor, which approval shall not be unreasonably withheld. Any easement, assignment, or sublease not approved in writing by Lessor shall be void and without legal effect.

**ARTICLE X
DEFAULT OF LESSEE**

Section 10.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default by Corporation under this Lease: (I) Lessee shall fail to perform or observe any of the agreements, covenants or conditions contained in the Lease on Lessee's part to be performed or observed and such failure shall continue for more than thirty (30) days after notice from Lessor; (ii) Lessee shall vacate or abandon the Golf Course and/or Park Facilities; or (iii) Lessee's leasehold estate shall be taken by execution, attachment or

process of law. If any Event of Default occurs, then, at any time thereafter while in the Event of Default continues, Lessor shall have the right to give Lessee notice that Lessor intends to terminate this Lease upon a specified date not less than three (3) days after the date of notice is received by Lessee, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the Lessor is so notified, this Lease will continue.

Section 10.02 Waiver, Accord and Satisfaction.

The waiver by Lessor of any default of any term, condition and covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similarly act by Lessee.

**ARTICLE XI
ANNUAL BUDGETARY FUNDING/TERMINATION**

This Agreement and all obligations of Lessee hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Board of County Commissioners of Palm Beach County. A failure of the Board of County Commissioners to provide funding to operate and maintain the Golf Course and/or Park Facilities under this Lease shall be ground for either party to terminate this Lease upon ninety (90) days notice in writing to the other party.

**ARTICLE XII
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms and conditions on Lessee's part to observed and performed, Lessee shall peaceably and quietly hold and enjoy conditions on the Golf Course and/or Park Facilities for the Term, and any extensions thereof, hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIII
MISCELLANEOUS**

Section 13.01 Entire Agreement.

This Lease and any Exhibits attached hereto and forming a part thereof, as if fully set forth herein, constitute all agreements, conditions and understandings between Lessor and Lessee concerning the Golf Course and/or Park Facilities and Property. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

Section 13.02 Notices.

Any consents, approvals and permissions by the Lessor shall be effective and valid only if in writing, and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

1. If to the Lessee at:

Palm Beach County Parks and Recreation Department
Attention: Director
2700 Sixth Avenue South
Lake Worth, FL 33461

with a copy to:

Palm Beach County
Attention: County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

2. If to the Lessor at:

Solid Waste Authority
Attention: Executive Director
7501 Jog Road
West Palm Beach, FL 33412

with a copy to:

Solid Waste Authority
Attention: General Counsel
7501 Jog Road
West Palm Beach, FL 33412

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt, or upon verification of facsimile transmission to, and receipt by, the other party.

Section 13.03 Severability.

If any term of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 13.04 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 13.05 Recording.

Lessee shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of Lessor, but it shall be filed with the county clerk as required by F.S. 163.01.

Section 13.06 Governing Law.

The Lease shall be governed by and interpreted according to the Laws of the State of Florida and venue shall be in Palm Beach County, Florida.

Section 13.07 Time of Essence.

Time is of the essence with respect to each provision of this Lease which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST on the next business day.

Section 13.08 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heir, successors, legal representatives and assigns of the parties hereto.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

ATTEST:
DOROTHY H. WILKEN, CLERK
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA A
Political Subdivision of the State of Florida

By: Carol Zetter
Deputy Clerk

By: Maudie Ford Lee
Chair

R99 2333D DEC 07 1999

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Maureen Cullen
County Attorney

ATTEST:

SOLID WASTE AUTHORITY OF PALM BEACH
COUNTY

By: Nancy Henderson

By: DONALD L. LOCKHART
Print or Type Name

By: Jim Hunt

EXECUTIVE DIRECTOR
Title

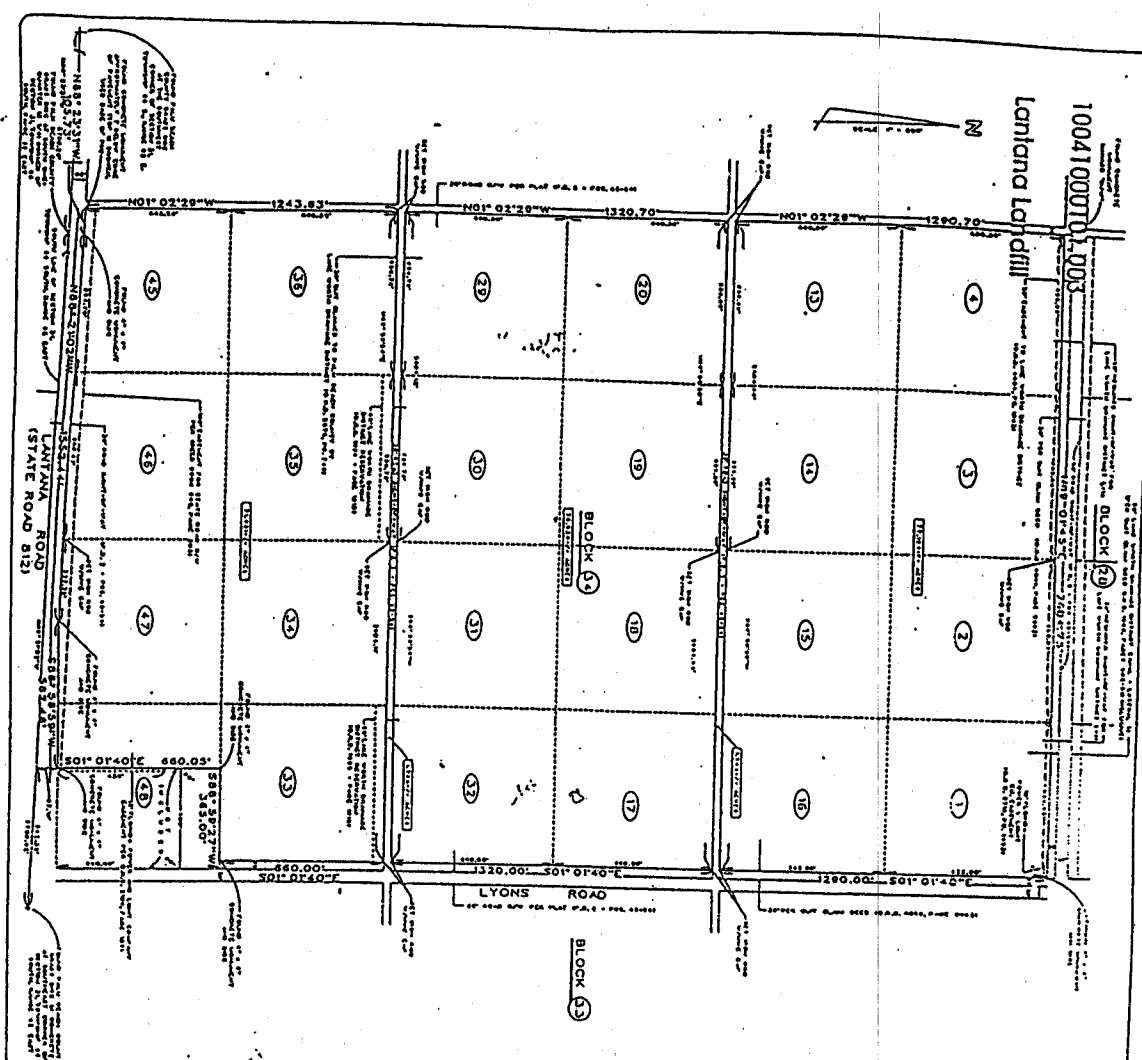
David J. Hunt
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Lee Rogers Hall
SWA County Attorney

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EXHIBIT A

[illegible]

14-00000
 I hereby certify that the above mentioned person is a
 bonded air person and is not a member of the
 United States Communist Party, National or State Branch.
 WALTER E. BRYAN, Secy. Gen.
 11/11/44
 Mr. J. Edgar Hoover
 Department of Justice
 Washington, D. C.
 14-00000
 Harry J. Brown
 Radio Shop #1
 Dallas, Texas

[illegible][illegible]

SKETCH OF BOUNDARY SURVEY
LANTANA LANDFILL SITE

A PORTION OF BLOCK 34
PALM BEACH FARMS CO. PLAT NO. 3
PLAT BOOK 2, PAGES 45 THROUGH 54
SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

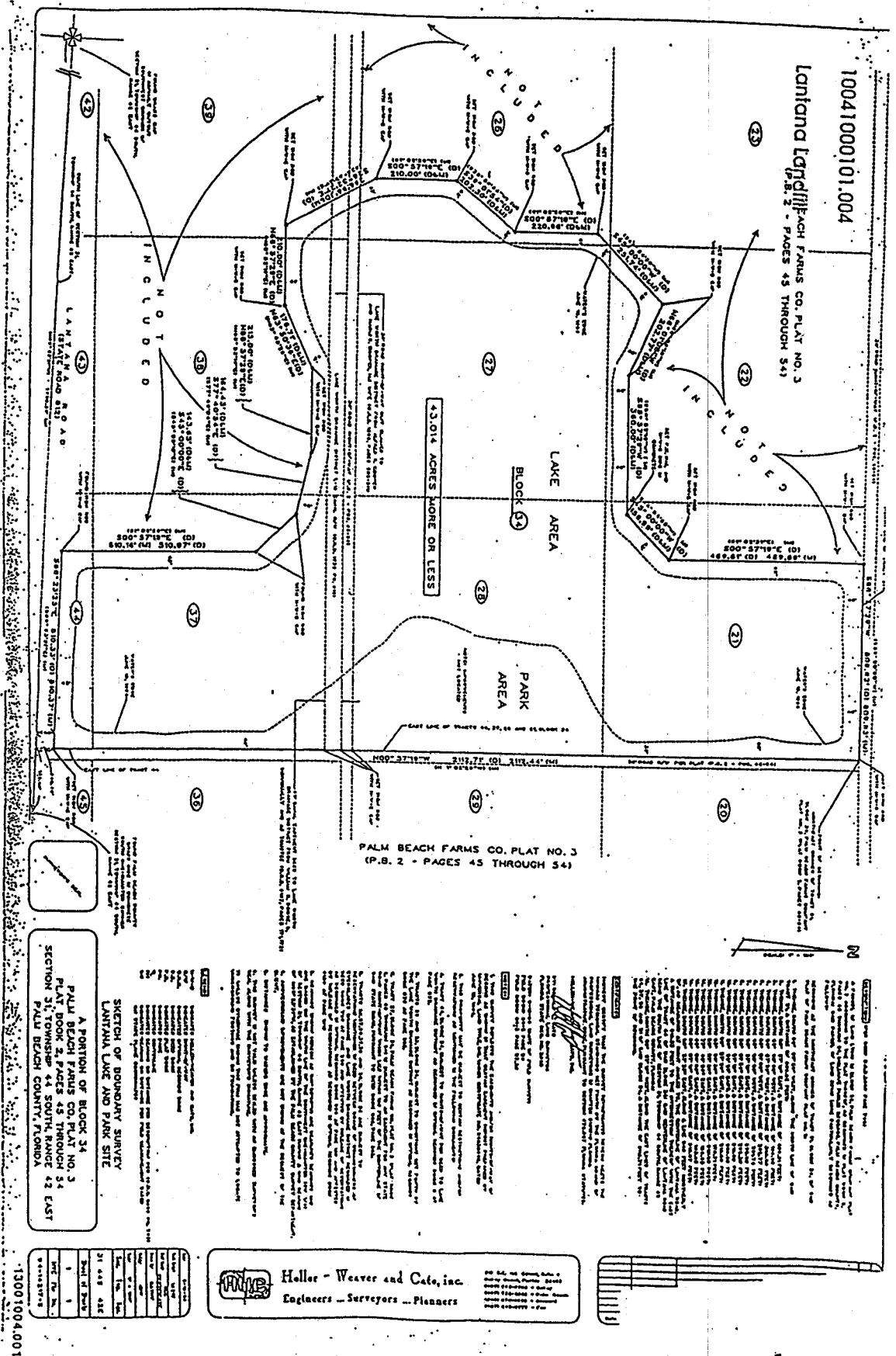
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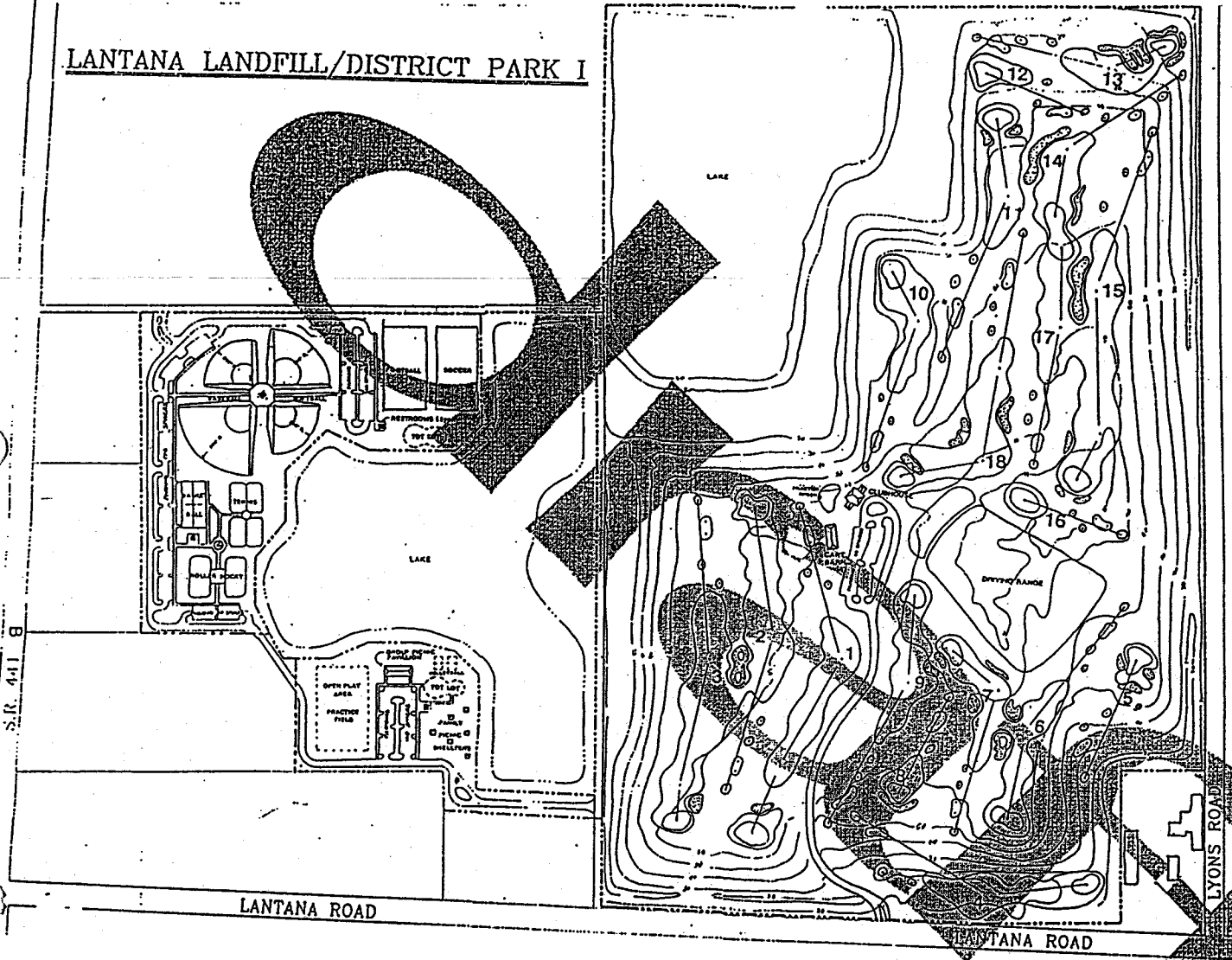


Holler - Weaver and Cato, inc.
Engineers - Surveyors - Planners

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LANTANA LANDFILL/DISTRICT PARK I



DESIGN YARDAGE		
POOL FOOT	FEET	YARDS
1	1	111
2	2	222
3	3	333
4	4	444
5	5	555
6	6	666
7	7	777
8	8	888
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143	143	15873
144	144	15984
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146	146	16206
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148	148	16428
149	149	16539
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151	151	16761
152	152	16872
153	153	16983
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155	155	17205
156	156	17316
157	157	17427
158	158	17538
159	159	17649
160	160	17760
161	161	17871
162	162	17982
163	163	18093
164	164	18204
165	165	18315
166	166	18426
167	167	18537
168	168	18648
169	169	18759
170	170	18870
171	171	18981
172	172	19092
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223	223	24753
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225	225	24975
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263	263	29193
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268	268	29748
269	269	29859
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276	276	30636
277	277	30747
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296	296	32856
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307	307	34077
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309	309	34299
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313	313	34743
314	314	34854
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323	323	35853
324	324	35964
325	325	36075
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327	327	36297
328	328	36408
329	329	36519
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331	331	36741
332	332	36852
333	333	36963
334	334	37074
335	335	37185
336	336	37296
337	337	37407
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375	375	41625
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382	382	42402
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386	386	42846
387	387	42957
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391	391	43401
392	392	43512
393	393	43623
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395	395	43845
396	396	43956
397	397	44067
398	398	44178
399	399	44289
400	400	44400
401	401	44511
402	402	44622
403	403	44733
404	404	44844
405	405	44955
406	406	45066
407	407	45177
408		

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BGEX 581 091506*2144

FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/15/06	REMAINING BALANCE
<u>Park Ridge Golf Course</u>								
3019-581-P343-6520	Park Improvements	0	0	100,000		100,000	0	100,000
<u>Lake Lytal Park Improvements</u>								
3019-581-P377-6520	Park Improvements	75,000	75,000		75,000	0	0	0
<u>Lake Lytal Pool Bldg Renovations</u>								
3019-581-P559-6520	Park Improvements	50,000	50,000		25,000	25,000	0	25,000
TOTAL				<u>100,000</u>	<u>100,000</u>			

Signatures

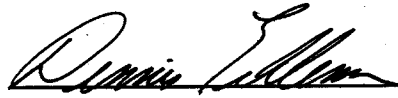
Date

By Board of County Commissioners
At Meeting of
October 17, 2006
Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

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PALM BEACH COUNTY, FLORIDA
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BGEX 581 091506*2143

FUND 3020 - \$25M GO Park and Cultural Improv 05

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/15/06	REMAINING BALANCE
<u>Park Ridge Golf Course</u> 3020-581-P343-6520	Park Improvements	0	50,000	50,000		100,000	0	100,000
<u>Lake Lytal Pool Bldg Renovations</u> 3020-581-P559-6520	Park Improvements	50,000	50,000		50,000	0	0	0
TOTAL				50,000	50,000			

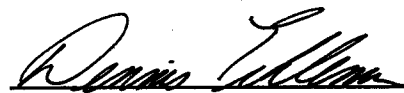
Signatures

Date

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BGEX 581 091506*2145

FUND 3602 - Park Impact Fees Z-2

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/15/06	REMAINING BALANCE
Park Ridge Golf Course								
3602-581-P343-6520	Park Improvements	2,741,666	4,132,428	350,000		4,482,428	3,909,362	573,066
Reserves								
3602-581-9900-9909	Res-Improvement Program	10,912,397	4,136,314		350,000	3,786,314	0	3,786,314
TOTAL				<u>350,000</u>	<u>350,000</u>			

Signatures

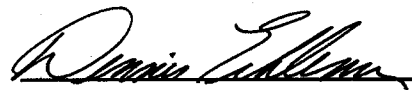
Date

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