Agenda Item #:

3H-9

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: March 13, 2007 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve the Termination of Lease Agreement (R84-977) with Loxahatchee River Historical Society, Inc. (LRHS);
- B) adopt a Resolution authorizing the lease of certain real property to Loxahatchee River Environmental Control District (ENCON), pursuant to Florida Statute Section 125.38; and
- C) approve the Lease Agreement with Loxahatchee River Environmental Control District (ENCON).

Summary: Since 1984, LRHS has leased from the County approximately three (3) acres of property at Burt Reynolds Park, including a 4,748 SF building, for the operation of a history museum. LRHS has relocated to the Town of Jupiter's Lighthouse Park and has requested to terminate its lease with the County effective upon Board approval. LRHS will remove The Tindall House, which LRHS brought to the property in 1988, and restore the leased premises to the satisfaction of the Department of Parks and Recreation by September 30, 2007. ENCON, a special District of the State of Florida under Chapter 2002-358, Laws of Florida, as amended, has requested to lease approximately .889 acres, together with the existing 4,748 SF museum building. ENCON will operate a environmental learning center, which will be open to the public. The term of the Lease Agreement is for ten (10) years until March 12, 2017, with no extension options and is contingent on annual budgetary funding of both parties. The annual rental rate is \$10.00. ENCON will be renovating the museum building and will complete all interior and exterior renovations at its sole cost and expense within three (3) years of occupancy. ENCON anticipates opening its facility to the public in mid 2007. ENCON shall be solely responsible for the payment of all utilities and the maintenance of the leased premises. ENCON has agreed to pay for: (i) the electric bills associated with the use of The Tindall House until such time as it is removed from the Park and (ii) all utilities to the leased premises from the date LRHS vacates the leased premises. (PREM) District 1 (HJF)

Background and Justification: On July 17, 1984, the Board approved the thirty (30) year Lease Agreement (R84-977) for approximately three (3) acres of land on the east side of Burt Reynolds Park and in 1988 the LRHS constructed a 4,748 SF museum building. ENCON's environmental leaning center will focus on the Loxahatchee River and will feature static displays, interactive exhibits and live tanks.

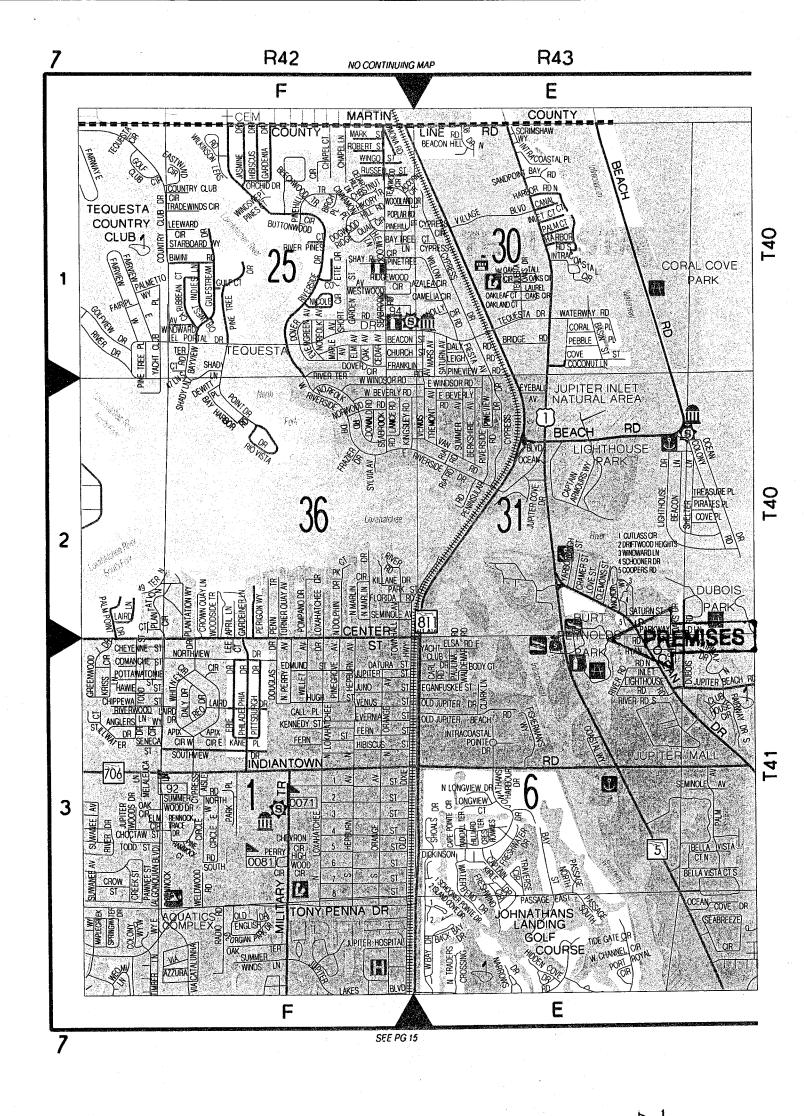
Attachments:

- 1. Location Map
- 2. Lease Termination Agreement
- 3. Resolution
- 4. Lease Agreement
- 5. Budget Availability Statement

Recommended By:	Arn pun Wolf	2/23/07	
	Department Director	Date	
Approved By:	It Wesman 1191	g- 3/6/07	
· ·	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fis	cal Impact:				
Fiscal	Years	2007	2008	2009	2010	2011
Opera Exteri Progra	al Expenditures ating Costs al Revenues(Rent) LRHS am Income (County) and Match (County)	10.00 + (10.00)	10,00 (10.00)	10.00 (10:00)	10.00 (10.00)	10.00 (10.00)
NET	FISCAL IMPACT	0	0	0	0	0
	DITIONAL FTE ΓΙΟΝS (Cumulative)					
		-		<u> </u>	2	
В.	Recommended Sources of	Funds/Sum	mary of Fisc	al Impact:		
			EW COMM			
A.	OFMB Fiscal and/or Cont	ract Develo	pment Comi	nents: √\		
Ş	OFMB 2/27/07	28:07 Cry 121/07	of docon	tract Develop	Joevlou prient and Co	d C (loren
В.	Legal Sufficiency: Assistant County Attorney	<u>s/o</u> 7		This item cor County polic	mplies with curren ies.	it
C.	Other Department Review	:				
	Department Director					
	This summary is not to be	used as a ba	asis for payn	nent.		



ATTACHMENT # !

LOCATION MAP



TERMINATION OF LEASE AGREEMENT

THIS IS A TERMINATION OF LEASE AGREEMENT (the "Termination Agreement") made and entered into ________, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and the LOXAHATCHEE RIVER HISTORICAL SOCIETY, INC., a Florida not-for-profit corporation formerly known as the Loxahatchee Historical Society, a Florida not-for-profit corporation.

WHEREAS, County and the Loxahatchee Historical Society (now known as Loxahatchee River Historical Society, Inc.) ("Historical Society") entered into that certain Lease Agreement dated July 17, 1984 (R84-977), (the "Lease"), a copy of which Lease is attached hereto as Exhibit "A"; and

WHEREAS, Historical Society has operated the Loxahatchee River Historical Museum on the real property described in the Lease (the "Premises"); and

WHEREAS, Historical Society desires to relocate the museum to certain other property owned by the Town of Jupiter; and

WHEREAS, the parties have agreed to terminate the Lease; and

WHEREAS, the County intends to enter into a lease with the Loxahatchee River Environmental Control District ("ENCON") for a portion of the Premises (the "ENCON Area") after this Termination Agreement becomes effective as set forth herein.

NOW, THEREFORE, in consideration of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. County and Historical Society hereby terminate, cancel and extinguish the Lease, and Historical Society hereby releases, relinquishes, and quit claims to County all right, title and interest of the Historical Society and the Loxahatchee River Historical Museum respectively in and to the Lease, the Premises, all improvements thereto, and any items of personalty located upon such Premises as of the date hereof, with the exception of the small building shown on the site plan attached hereto as Exhibit "B" (the "Tindall House").

Page 1 of 4

- 3. Historical Society shall remove Tindall House from the Premises by September 30, 2007. Historical Society shall exercise commercially reasonable efforts to minimize any interference with or damage to the Premises, including the ENCON Area, and the adjoining County park (the "Park") when removing Tindall House. After completion of the removal, Historical Society shall restore the Premises, the ENCON Area, and Park, as required by the County's Department of Parks and Recreation (the "Parks' Department"). Historical Society shall coordinate the removal of Tindall House with the Parks' Department and shall complete the removal and required restoration to the satisfaction of the Parks' Department. Historical Society shall comply with all governmental regulations regarding the removal of buildings. Historical Society shall remove Tindall House and perform all restoration work during Park's normal operating hours. If Historical Society does not remove Tindall House from the Premises by September 30, 2007, Tindall House shall become the property of County, and Historical Society shall have no further claim to it.
- 4. Historical Society shall be responsible for disconnecting and capping off all utilities that serve Tindall House.
- 5. Historical Society shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action for any personal injury, loss of life and/or damage to property arising as a result of the Historical Society, its agents, employees, licensees and invitees' entry onto the Premises, Park or ENCON Area, or sustained by reason of or as a result of the removal and restoration work described in Section 3 above by Historical Society, its agents, employees, licensees, invitees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred (in trial and appellate courts) in and about the defense of any such claim. In the event that County shall be made a party to any litigation commenced against Historical Society or by Historical Society against any third party, then Historical Society shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.
- 6. Until the removal of the Tindall House and restoration work are completed to the satisfaction of the Parks' Department, Historical Society shall maintain and shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage; Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) each occurrence for all owned, non-owned and hired automobiles; and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General

Liability policy shall include coverage for the Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis. The General Liability policy shall name County as an Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to entry upon the Premises, ENCON Area, or Park by Historical Society and/or Historical Society's contractors and subcontractors pursuant to this Termination Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or non-renewal. In no event shall the limits of said insurance policies be considered as limiting the liability of Historical Society and/or its contractors and subcontractors under this Termination Agreement.

- 7. County agrees to accept the Premises in its "as is" condition on the Effective Date, subject to removal of Tindall House and restoration of the Tindall House area, Premises, ENCON Area, and Park as set forth above.
- 8. This Termination Agreement shall become effective upon approval and execution by the Palm Beach County Board of County Commissioners (the "Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Signed, sealed and delivered	LOXAHATCHEE RIVER
In the presence of:	HISTORICAL SOCIETY, INC., a
,	Florida notifor-profit corporation
James Aune	By: Joger Budenotte
(Signature of Witness)	Roger Buckwalter, Chairman
JAMIE STUVE	
(Print Name of Witness)	
1.0.	
(Signature of Witness)	
(Signature of Witness)	
LYNN L DRAKE	
(Print Name of Witness)	
ATTEST:	DALM DEACH COUNTY o
SHARON R. BOCK, CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
CLERK & COIVIF I ROLLER	political subdivision of the state of Florida
By:	By:
Deputy Clerk	Addie L. Greene, Chairperson
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
	A second second
	DE TALL AND INC. INDIE
By:	Audrey Wolf, Director
Assistant County Attorney	Facilities Development & Operations
	i definite Development de operations

IN WITNESS WHEREOF, the parties have executed this instrument on the date set

forth below.

 $\label{lem:condition} G: \label{lem:condition} G: \label{lem:condition} In Lease \label{lem:condition} Parks - ENCON - Burt Reynolds \label{lem:condition} Lease Info\Termination.007. HF app.020607 Final. doc$

EXHIBIT "A" LEASE AGREEMENT

RESOLUTION NO. R-84-977

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A LEASE OF A STRUCTURE TO THE LOXAHATCHEE HISTORICAL SOCIETY LOCATED WITHIN JUPITER ISLAND PARK.

WHEREAS, the Loxahatchee Historical Society is a not for profit Florida corporation organized for the purposes of promoting community interest and welfare; and

WHEREAS, the Loxahatchee Historical Society has applied to the Board of County Commissioners for a thirty (30) year, with two ten (10) year options, lease of a structure located within Jupiter Island Park for the use of a museum; and

WHEREAS, the Board of County Commissioners is willing to lease said property for the nominal sum of Ten Dollars (\$10.00); and

WHEREAS, said property will be of substantial benefit to the citizens of Palm Beach County; and

WHEREAS, said property is not needed for other County purposes and is required by the Loxahatchee Historical Society.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the attached Lease Agreement between the Loxahatchee Historical Society and Palm Beach County is hereby approved and the Chairman and Clerk are authorized to execute same on behalf of Palm Beach County.

The foregoing resolution was offered by Commissioner

Evatt , who moved its adoption. The motion was seconded by

Commissioner Bailey , and upon being put to a vote, the vote was as follows:

KENNETH G. SPILLIAS - AYE
DOROTHY H. WILKEN - AYE
PEGGY EVATT - AYE
DENNIS KOEHLER - ABSENT
BILL BAILEY - AYE

The Chairman thereupon declared the resolution duly passed and adopted this 17th day of July, 1984.

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

JOHN B. DUNKLE, Clerk

By Jullis A. Horrise
Deputy Clerk

APPROVED AS TO FORM

County Attorney

EXHIBIT "A"

LEASE AGREEMENT

	THIS	AGREEME	ENT, ma	ade and	entered	into	this_	17th	day of
July		,	1984	, by an	d between	n the	COUNTY	OF PALM	ВЕАСН
("County"), a	politica	ıl subo	livisio	n of the	Stat	e of Fl	orida, a	nd the
LOXAHATCH	EE HI	STORICAL	. SOCI	ETY ("S	ociety")	, a n	on-prof	it corpo	ration
organized	and	existing	g unde:	r the l	aws of t	he St	ate of	Florida.	

WHEREAS, the County and the Society are desirous of establishing a museum; and

WHEREAS, under this "Lease Agreement" the subject property will be used as the site of a museum; and

WHEREAS, the "Museum" will be of substantial benefit to the citizens of Palm Beach County; and

NOW, THEREFORE, in exchange for the mutual considerations and covenants contained herein, it is hereby agreed as follows:

- 1. That for and in consideration by the Society to the County of TEN DOLLARS (\$10.00) and other good and valuable consideration including the terms and covenants set forth herein, the receipt of which is hereby acknowledged, the County demises to the Society for a period of thirty (30) years from the date hereof, the land in Palm Beach County, Florida described in Exhibit "A" attached hereto and incorporated herein; such land is hereinafter referred to as "said premises" and shall include all buildings, structures, appurtenances, and improvements thereto. Said thirty (30) year term may be extended for two successive ten (10) year increments upon the option of the Society.
- 2. The Society shall, within five (5) years of the date of this Agreement, commence construction of a new building containing approximately 5,000 square feet or greater when complete. The Society shall be responsible for obtaining all easements, permits and plans necessary. The Society shall have a reasonable period of time after commencement of construction to fully complete the building.
- 3. The Society agrees to keep the building in a good state of repair and preservation at all times, and shall not permit, commit or suffer any waste, impairment or deterioration of said premises, ordinary wear and tear excepted.

- 4. The Society covenants and agrees that said premises and the building and improvements thereon shall during the term hereof be used exclusively for recreational, civic, and non-profit Society and public purposes, and that the Society will not use, or suffer any person to use, in any manner whatsoever, said premises or the building and improvements thereon for any purpose in violation of the laws, ordinances, or regulations of any governmental entity or department, division, bureau, agency, or division thereof. County may void lease if said premises utilized contrary to this paragraph 4; and lessee shall surrender said premises upon written notification of sixty (60) days to Society and Society's failure to resume the appropriate use of said premises within said sixty (60) days notification period.
- any extensions hereof, the Society covenants and agrees to surrender peaceable and quiet possession of the premises and the improvements thereon, without further demand, in good condition, ordinary wear and tear alone excepted. Title to said building and all other appurtenances to said premises shall remain in the County and upon the termination of this Agreement all interests of the Society in said premises shall revert to County.
- 6. The Society covenants and agrees that no waiver of a breach of any of the covenants hereof shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
- 7. The Society agrees to keep the premises and grounds free of debris and other waste matter, and shall make appropriate arrangements for the removal of debris and waste matter as may accumulate. The Society shall be responsible for any and all maintenance of said premises, building, and improvements thereon.
- 8. The County shall not be liable to the Society, its employees, patrons, guests or visitors, or any person acting under the authority of the Society, in or upon the premises, for any damage to persons or property caused by the negligence due to the improper construction, maintenance, use, or operation of said building or said premises, or any improvements or appurtenances thereto. The Society shall indemnify the County and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or

personal injury, or property damage arising from or out of any occurrence at, in, on, or from said building and premises and any improvements or appurtenances thereto by reason of the Society's use of said premises, building, and appurtenances or improvements, by reason of the Society's breach of any provision hereof, or by reason of any act or omission by the Society, its agents, servants, invitees, or licensees, employees, or any person acting on behalf of, or under the authority of the Society. If the County shall, without fault on its part, be made a party to any litigation commenced by or against the Society, then the Society shall protect and hold the County harmless and shall pay all costs, expenses, and reasonable attorneys' fees. The Society agrees to carry liability insurance protecting the County with limits of not less \$500,000/\$1,000,000 liability insurance and \$100,000 property damage insurance. Said insurance amounts may be raised to a reasonable extent by the County's Risk Manager upon sixty (60) days written notice to Society.

The County holds title to the above described land under Deed No. 20855 from the Trustees of the Internal Improvement Trust Fund of the State of Florida, dated February 16, 1955, recorded in Deed Book 1083, Page 91 of the Official Records on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida. By said deed said land is restricted to be used solely for public purposes, and no part thereof at any time shall be used by a private person, firm or corporation, or for any private use or purpose, the County is applying to the Trustees of the Internal Improvement Trust Fund for authority to enter into this lease; and the Society agrees to abide by the restrictions contained in said deed, and covenants that if at any time during the term hereof it shall cease to use said premises for the purposes provided herein, then upon sixty (60) days written notice from the County to resume the use of said premises for said purposes, and upon the failure of the Society so to do, this Agreement shall terminate and said premises, building and all other appurtenances and improvements thereto shall revert to and become the property of the County free of all the covenants of this Agreement. In the event that County does not obtain the necessary authority from said Trustees within six (6) months

of the date of this Agreement, this Agreement shall automatically terminate.

- 10. In the event that the Society shall voluntarily or involuntarily be declared bankrupt, or otherwise become insolvent, abandon maintenance of said building, premises, or appurtenances for a period in excess of one hundred eighty (180) days, this Agreement shall automatically terminate and said premises, building, and appurtenances shall revert to the County.
- 11. The Society shall in no manner whatsoever encumber, or permit or cause to be encumbered, the interest held by the County under the terms of this Agreement. Any and all pledges as security of Society's interest in said premises, building or appurtenances by the Society shall be expressly made subordinate to the interest held by the County. The Society shall obtain County's consent for any encumberance of Society's interest and copies of any agreements encumbering Society's interest shall be filed with County.
- 12. The Society shall not substantially alter the exterior or interior of said building or said premises without the prior approval of the County. Said premises shall remain harmonious with the character of development of the park.
- 13. Said premises shall be open to the general public without discrimination.
- 14. The site plan shall be approved by County and any structures, improvements, landscaping, paving and drainage shall be constructed by the Society in accordance with the site plan approved and with County standards.
- 15. In the event that any of these terms and conditions are deemed invalid by a court of competent jurisdiction, such shall not affect the vaildity of the remaining provisions, and such shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Palm Beach, Florida, has caused these presents to be executed by the Chairman of the Board of County Commissioners of Palm Beach County, Florida, and the seal of said Board to be affixed hereto and attested by the Clerk of the said Board, pursuant to authority granted by said Board, and the Society has caused

these presents to be executed by its President, pursuant to authority granted by its Board of Directors, the day and year first above written.

July 17, 1984 BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA

ATTEST:

JOHN B. DUNKLE, CLERK

Chairman

By: / hullis H. House

LOXAHATCHEE HISTORICAL SOCIETY, A Florida Non-profit Corporation

y: Doctor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

	Before me pers	sonally appeared	d, Doro	they Koster		
acvitowie	on described in dged to and befo oses therein exp	and who executore me that he/	well known	n and known		~
<u> </u>	Witness my ha	and and offici	al seal,	this	day o	£
		<u> </u>	Mkale	mer	-	
Contraction		Nota Star	ary Public te of Flori	da at Large		
Mar. 19		My (Commission	Expires:		
				10-1/ - 11:11:11:11:11:11:11:11:11:11:11:11:11:	Siste of Modile Mass like No. 118 1900 - Horrison ha	i.
•						
STATE OF	FLORIDA					
COUNTY OF	PALM BEACH	•			•	
acknowsed	described in and to and before merein expressed.	, to me	well known	N SPIILIAS and known to the instrument of instrument of the instru		
*		•				
JULY	Witness my and a	and official sea	al, this	17th day	y of	
,						
		Sh	(eneral c	B Will	<u> </u>	
•	•		Public of Florida	at Large		

My Commission Expires:

Notony Public, State of Florida May Commission English May 1,/ 1985 Benezo turo Troy remains a eutame, Inc.

DESCRIPTION

3 ACRE + PARCEL IN JUPITER ISLAND PARK, PALM BEACH COUNTY, FLORIDA, FOR LOXAHATCHEE HISTORICAL SOCIETY.

Commencing at the Northeast corner of Section 6, Township 41 South, Range 43 East, Palm Beach County, Florida; Thence N 89°31'20" W along the North line of said Section 6, a distance of 2458.20 feet to a point on the Easterly right-of-way line of the 120.00 feet wide State Road No. 5 (U.S. Highway 1); Thence continue N 89°31'20" W along the North line of said Section 6, a distance of 40.38 feet to a point 40.00 feet Westerly of the Easterly right-of-way of said 120 foot wide State Road No. 5, said point also being on the centerline of the 24 foot wide pavement of the North bound traffic lanes of said State Road No. 5; Thence S 07°24'20" E along the centerline of said paved North bound lanes and along a line 40.00 feet Westerly of and parallel with the Easterly right-of-way line of said State Road No. 5, a distance of 222.69 feet to a point of curvature of a circular curve concave Easterly; Thence Southeasterly along the arc of said circular curve having a radius of 2844.93 feet, and a central angle of 3°01'00", for an arc distance of 149.79 feet; Thence N 81°15'40" E along a line non-radial to the last described circular curve, a distance of 250.00 feet to a POINT-OF-BEGINNING; Thence N 08°44'20" W, a distance of 200.00 feet; Thence N 81°15'40" E, a distance of 400.00 feet; Thence S 08°44'20" E, a distance of 300.00 feet; Thence S 08°44'20" E, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'20" W, a distance of 400.00 feet; Thence N 08°44'2

Said Parcel containing 3.0303 Acres more or less.

REFERENCES

- Palm Beach County, Florida, Engineering Department, Aerial Photograph. Jupiter Island Park, Drawing No. 3-81-681 B.
- State of Florida, State Road Department, Right-of-way map, Section 9304-112, Road No. 5, Palm Beach County, Sheets 5 and 6.

This Legal Description may be amended as determined to be necessary or advisable by mutual agreement of the parties prior to commencement of construction.

Exhibit A to Loxahatchee Historical Society Lease





Burt Reynolds Park Loxahatchee Historical Society Museum Leased Area This map is provided "as is" without warranty or any representation of securacy ismelness or completeness. The County makes no warranties, expressed or implied, as to the use of this map. There are no implied warranties or improved marrantiability or fitness for a particular purpose. The owner of this map acknowledges and accepts the finishations of the map, including the fact that the data coverages are dynamic and in a constant state of maintenance, correction and update.

urce: m Beach County GIS Coordination m Beach County Parks and Recreation age Date: 1999 Map Date: May 22, 2003 Created By: E. Henning File: Burt_Reynolds_Museum.pd





CERTIFICATE

The undersigned, the duly authorized Vice Chairman of the Board of Directors of the Loxahatchee River Historical Society (LRHS), does hereby certify that Roger Buckwalter, Chairman of the Board, is authorized to execute on behalf of LRHS that certain termination of lease agreement between Palm Beach County that does cancel and extinguish the Lease Agreement dated July 17, 1984 (R84-977) between the LRHS and Palm Beach County for a certain property located at 805 North US Highway 1 in Jupiter, Florida.

Dated as of the 5th day of February, 2007.

Carolyn San Phillip

Vice Chairman

Loxahatchee River Historical Society

RESOLUTION NO. 200___

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Loxahatchee River Environmental Control District, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended ("ENCON"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to ENCON for use by ENCON for an environmental education center for public purposes;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

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

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to ENCON, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of ten (10) years and an annual rental of Ten and no/100 Dollars (\$ 10.00), the real property identified in such Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. <u>Effective Date.</u>

The provisions of this Resolution shall be effective immediately upon adoption

hereof.	
The foregoing resolution was o	offered by Commissionerwho
moved its adoption. The Motion was	seconded by Commissioner,and
upon being put to a vote, the vote was	as follows:
	REN H. NEWELL Y MCCARTY T AARONSON
The Chair thereupon declared t	the resolution duly passed and adopted this
day of, 200	<u>. </u>
	PALM BEACH COUNTY, a political subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS SHARON R. BOCK CLERK & COMPTROLLER
	By: Deputy Clerk
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
ByAssistant County Attorney	By Department Director

G:\PROPERTY MGMT SECTION\IN LEASE\PARKS - ENCON - BURT REYNOLDS\LEASE INFO\RESOLUTION.DOC

LEASE AGREEMENT

between

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

And

LOXAHATCHEE RIVER ENVIRONMENTAL

CONTROLDISTRICT,

A SPECIAL DISTRICTOF THE STATE OF FLORIDA UNDER

CHAPTER 2002-358, LAWS OF FLORIDA, AS AMENDED

(Tenant)

G:\Property Mgmt Section\In Lease\Parks - ENCON - Burt Reynolds\Lease Info\Lease 5 REDLINED by PREM. 013007. HF app 013007.doc

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made and entered into ______, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property as more specifically described herein, said property being located within Burt Reynolds Park; and

WHEREAS, Tenant desires to lease said property from County for use as an Environmental Center for public use; and

WHEREAS, the Environmental Center is compatible with the adjacent park use, furthers County's goal to enhance and provide for cultural and educational facilities and hence is an appropriate use of this County property; and

WHEREAS, the Environmental Center will be of substantial benefit to the residents of Palm Beach County; and

WHEREAS, County is willing to lease such property to Tenant for use as an Environmental Center as set forth herein.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the real property described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Commencement Date") and shall extend for a period of ten (10) years thereafter (the "Term").

Section 1.03 Project.

Tenant shall renovate the interior and exterior of the existing 4,748 square foot building (the "Building") located upon the Premises. Upon completion of the interior and exterior renovations (the "Project"), the Building shall be open to the public as an environmental learning center (the "Environmental Center").

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an annual net Rent of \$10.00, payable without notice on the Commencement Date and each subsequent anniversary thereof (the "Annual Rent"). Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 2.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

Section 2.04 Unpaid Fees, Holdover

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate established from time to time by the Board of County Commissioners [currently set at one and one-half percent (1¹/2 %) per month] shall accrue against the delinquent payment(s) from the date due until the

date payment is received by the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes. The double rental due in the event of a holdover shall be based upon the actual fair market value of the Premises as determined without consideration of this Lease.

Section 2.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, as of the Commencement Date of this Lease, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements located therein, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

County hereby approves the Conceptual Plans for the Project attached hereto as Exhibits "B" & "C". Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable governmental regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion. Tenant agrees

and acknowledges that all Tenant's work, whether pursuant to this Section or otherwise, is performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease.

- Tenant shall at its sole cost and expense within one (1) year of the Effective Date of this Lease obtain all governmental approvals and shall commence construction of Project, and within three (3) years of the Effective Date of this Lease complete construction of the Project upon the Premises. The Project shall include the following minimum improvements:
 - Interior renovation of the Premises to support a 4,748 square foot (i) Environmental Center as depicted in Exhibit B
 - Exterior Building improvements and signage as shown in Exhibit C (ii)
- Tenant shall prepare detailed design and construction plans and (b) specifications, including construction plans, for the Project in accordance with the conceptual plan shown in Exhibit "B" and shall submit same to County's Parks and Recreation Department for review and written approval. The County's Parks and Recreation Department shall have thirty (30) days to review and respond to the detailed design and construction plans, and such approval shall not be unreasonably withheld. In the event County's Parks and Recreation Department has comments which are required to be addressed before approval can be granted, such comments shall be provided in writing and provided to the Tenant within the 30-day time frame. County's Parks and Recreation Department shall review and approve any required revisions within twentyone (21) days of submittal by Tenant. In the event County's Parks and Recreation Department fails to provide written comments within such review time frames, the plans submitted by the Tenant shall be deemed approved by County's Parks and Recreation Department. No work whatsoever shall be performed by Tenant until plans for the Project have been approved by County's Parks and Recreation Department and Tenant can demonstrate that Tenant has sufficient funds to complete all such phases of Tenant's work. Tenant's construction plans must ensure that Tenant's construction will not, in any way, interfere or impact the use of Burt Reynolds Park by the public.
 - Tenant may not commence said construction of the Project until after; (c)

This Lease is executed by all parties; (i)

County's Park and Recreation Department's approval of plans and (ii) specifications for said Project.

Receipt by County's Parks and Recreation Department of a (iii) duplicate original of the payment and performance bonds required

All applicable building permits for the Project have been secured by (iv) Tenant.

- (d) Signage/Landscaping Installation and Removal: County agrees to allow Tenant to install a monument sign in a prominent location at the existing sign location at Burt Reynolds Park entry. It is hereby understood and agreed that any signage or landscaping installation or removal by Tenant in or about the Premises, shall be installed with proper permits and at Tenant's sole cost and expense, and plans shall first be submitted to County's Parks and Recreation Department for approval before installation of same.
- (e) Tenant acknowledges that the approval of the Project's design and construction plans is for consistency with the terms, conditions and intent of this Lease only and in no way constitutes regulatory approval by County to commence construction. Tenant also acknowledges that it will not use this Lease, or the requirements of this Lease, as a basis for argument that Tenant should be relieved of, or have modified conditions, and/or interpretations of any regulatory requirements. Nothing contained herein shall be construed to alter, limit, or eliminate the obligation of the parties to comply with applicable ordinances, statues, and laws relating to such approvals.
- (f) Tenant shall take all reasonable precautionary measures to protect County's adjoining property and improvements against damage during the construction of Tenant's work. In the event that during the course of construction of Tenant's work, the adjoining property and/or improvements owned by County suffers any damage which is reasonably attributable to Tenant's construction activities, Tenant shall repair all said damage at Tenant's sole cost and expense promptly after notification by County of the need for such repair, using materials of like kind and quality. If Tenant fails to repair all such damage within a reasonable period of time after receipt of notification from County, then County may repair said damage and charge Tenant for all costs associated with the repair work.
- (g) All improvements, made by Tenant shall be of attractive construction and first-class design and shall comply with any and all applicable governmental laws, regulations, rules, codes, and orders and shall follow standard construction methods.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as ("Alterations"), without the prior written consent of County's Parks and Recreation Department in each instance. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications

therefor. Upon giving its approval for any work or Alterations, County's Parks and Recreation Department may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Construction Payments.

Tenant shall ensure that all improvements, including but not limited to the Project and Alterations to the Premises, are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County's Parks and Recreation Department prior to commencement of all improvements, including but not limited to the Project and any Alterations to the Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant with its obligations arising under Article III.

Section 3.06 Contractor Bonds and Requirements.

Tenant shall be responsible for the hiring of reputable contractors, and shall require its contractors to furnish a public construction bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County requires. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

Section 3.07 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and

against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for the Loxahatchee River Environmental Center and all such uses in connection with the Tenant's State of Florida Charter to preserve, protect and enhance the Loxahatchee River Basin. Tenant shall not use, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County's Parks and Recreation Department, which consent may be granted or withheld in County's Parks and Recreation Department's sole discretion.

County holds title to the Premises as part of the land deeded to County under Deed No. 20855 from the Trustees of the Internal Improvement Trust Fund of the State of Florida, dated February 16, 1955, recorded in Deed Book 1083, Page 91 of the Official Records on file in the office of the Clerk & Comptroller of the Circuit Court in and for Palm Beach County, Florida. By said deed, said land is restricted to use solely for public purposes, and no part thereof at any time shall be used by a private person, firm or corporation, or for any private use or purpose. Tenant acknowledges this restriction, agrees it shall be bound by same, and shall take no action that would cause County to be in violation of such deed restriction.

Tenant shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises are in use by Tenant or its invitee's, such use shall be under the control and supervision of Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or by any other groups, foundations or persons not authorized by Tenant. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises at any time. It shall be the responsibility of Tenant to assure that all use of the Premises is conducted in such a manner so as not to interfere with any other Burt Reynolds Park activities conducted beyond the boundaries of the Premises.

Tenant shall be in full control of the operation of the Premises and shall set and establish the times of operation, and the rules and regulations for use by Tenant. Tenant shall ensure that all access to the Premises are locked and secured outside of normal Burt Reynolds Park operation hours. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and Tenant will not use, or suffer anyone to use, the Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will treat the Premises as needed to prevent rodents, vermin and pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant'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 Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

The parties acknowledge and agree that County is entering into this Lease in its proprietary capacity as the owners of the Premises and that nothing contained herein shall be construed to constitute any form of approval by County in its governmental capacity or limit or alter Tenant's obligation to comply with all applicable governmental regulations.

Tenant shall not use the Premises in a manner which causes County to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. County shall have the right to require any modifications to Tenant's use of the Premises if County in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. In the event the required modification is determined by Tenant to be not financially feasible in the Tenant's sole discretion, the Tenant shall have the right to terminate the Lease upon Tenant's written notification to the County at least 45 days in advance of Tenant's Lease termination date. In the event that Tenant fails to timely make such modifications or changes, County shall have the right to enter upon the Premises and make such modifications or changes at Tenant's expense as County in its sole discretion determines is necessary to meet such compliance. Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with such

modifications.

Section 4.04 Permits and Licenses Generally.

Tenant expressly covenants, warrants, and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however, designated, as may be required at any time throughout the entire term of this Lease or any extension thereof by any Federal, State, County or local governmental entity or any court of law having jurisdiction over Tenant or Tenant's operations and activities, for any activities of Tenant conducted on the Premises and for any and all operations conducted by Tenant including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request by County, Tenant shall provide to County certified copies of any and all permits and licenses which County may request.

Section 4.05 Non-Discrimination.

Tenant shall assure and certify that it's use of the Premises will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability with respect to any activity occurring on the Premises or under this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.06 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, shall remove Tenant's personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the County in the same condition Premises were in on the date the Environmental Center opened to the public, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County.

Section 4.07 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as

defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County's Parks and Recreation Department immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents; licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

Section 4.08 Concessions.

Tenant may operate a Gift Shop on the Premises as an ancillary use that furthers the Tenant's mission. Tenant shall be allowed to sell prepackaged snacks (e.g. crackers, cookies, and candy, but not sandwiches or ice-cream) and non-alcoholic canned or bottled beverages in the Gift Shop. Food preparation shall not be allowed. Tenant shall be entitled to retain the proceeds generated by such Gift Shop. Any such Gift Shop shall be subject to the insurance requirements contained in Article VII as the same may be amended from time to time by County in its reasonable discretion. Such Gift Shop shall comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations and ordinances pertaining to the foregoing including, without limitation, collection and remittance of sales tax as applicable. The sale of alcoholic beverages is prohibited except as may be permitted under Section 4.09 for special events.

Section 4.09 Park Rules and Special Events.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance 04-66, as the same may be amended with respect to any and all rules, hours

of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior written approval from, the County's Parks and Recreation Department's Special Event Staff for a special event activity occurring on the Premises. For the purposes of this Section, a special event shall be considered any Tenant activity or event for which Tenant is requesting the use of any Park facilities such as parking or which may impact any entrances to the Park. Requests for approval shall follow County's Parks and Recreation Department's Policies and Procedures and be submitted no later than 45 days prior to the anticipated start of the event and County's Special Events Staff shall have 10 business days to review the request and approve or deny same. County's Parks and Recreation Department will work in a cooperative manner to approve the request and approval shall not be unreasonably denied. In the event that a request for use of the Burt Reynolds Park facilities in conjunction with a special event is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Burt Reynolds Park is not impacted.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep, maintain and repair as necessary all portions of the Premises, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises or any improvements thereto. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

Tenant hereby acknowledges that as of the date the Historical Society vacated the Premises, Tenant assumed the responsibility for all utility services to the premises including electricity, gas, water, sewer, and trash collection.

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.01 Comprehensive General Liability Insurance.

Without waiving the right to sovereign immunity as provided by s.768.28, Florida Statutes, Tenant acknowledges it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Tenant maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28, Florida Statutes, Tenant shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

When requested, Tenant shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Lease.

Section 7.02 Workers' Compensation & Employers Liability.

Tenant shall maintain or self-insure for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Section 7.03 Fire and Allied Lines Insurance.

Tenant maintain all-risk property insurance for adequate limits of coverage on the building(s) and any improvements based on the full replacement cost calculation, for the perils of fire, wind, and flood. Tenant shall be fully responsible for any deductible, uncovered loss, or self-insured retention under the all-risk property insurance. Tenant shall have the insurer(s) endorse the County as a Loss Payee on the property insurance policy(ies). The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners"

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that Tenant is merely a Tenant of County and is an independent contractor and is not an agent, servant or employee of County or its Board

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of County Commissioners. Tenant shall to the extent permitted by law, indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease including without limitation those arising as a result of Tenant's use and occupancy of the Premises, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding anything herein to the contrary, Tenant shall not be obligated to indemnify or hold harmless County for matters which are judicially determined to be attributable to the negligent or intentional acts or omissions of County. Tenant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, Tenant shall restore the Premises to the same or better condition then that which existed prior to such casualty. Tenant shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. Tenant shall thereafter diligently pursue such restoration to completion.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld in County's sole and absolute discretion. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within thirty (30) days after notice from County; (ii) Tenant's use of the Premises for a purpose other than that allowed under the Lease; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County; (iv) Tenant's vacating or abandoning the Premises; or (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding.

Section 11.02 Remedies of County.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue all remedies available to County under the laws of the State of Florida, including, without limitation the right to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant from County stating that County is terminating this Lease, and this Lease shall terminate 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 to County's satisfaction within the thirty (30) day period and the County is so notified, this Lease will continue, provided however, if the nature of Tenant's obligations is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon such termination, County shall be entitled to pursue such damages as are available to County pursuant to this Lease or the laws of the State of Florida. In the event Tenant fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

Section 11.03 Default by County.

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

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Cf

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Loxahatchee River District Governing Board.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the Tenant of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. 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 County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Page 16 of 20

Attention: Director 3200 Belvedere Road, Building 1169 West Palm Beach, FL 33406-1544

(b) with a copy to:

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

Palm Beach County Parks and Recreation Department Attn: Director 2700 6th Avenue South Lake Worth, FL 33461

- (c) If to the Tenant at: Loxahatchee River District Attention: Executive Director 2500 Jupiter Park Drive Jupiter, FL 33458
- (d) With copy to:
 Curtis L. Shenkman, Esq.
 Desantis, Gaskill, Smith & Shenkman, P.A.
 11891 US Highway One, Suite 100
 North Palm Beach, FL 33408
 Attorneys for the District

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this 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 14.04 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to

indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand. This provision shall survive expiration or termination of this Lease.

Section 14.05 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.08 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.10 Waiver, Accord and Satisfaction.

The waiver by County of any default of any term, condition or 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 County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

IN WITNESS WHEREOF, Tenant and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

Witnesses:	TENANT:
Print Witness Name Witness Signature Debra Henderson Print Witness Name Witness Signature	LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended By: Loring Holmes, Chairman
APPROVED AS TO FORM & LEGAL SUFFICIENCY By: Attorney for District By:	COUNTY: PALM BEACH COUNTY, A political subdivision of the State of Florida By:
Deputy Clerk	Addie L. Greene, Chairperson
APPROVED AS TO FORM & LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:	By: Lett Him Morf
Assistant County Attorney ATTEST: SHARON R. BOCK CLERK & COMPTROLLER	Audrey Wolf Director of Palm Beach County Facilities Development and Operations
By:	



Exhibit "A" 1 of 3

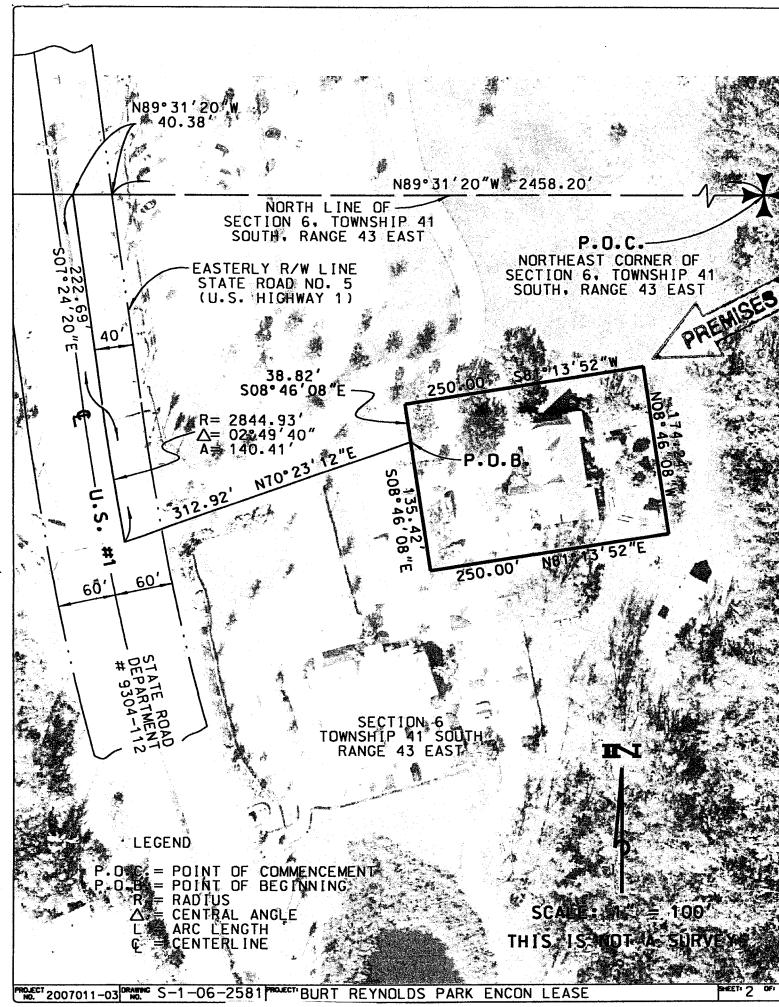


Exhibit "A" 2 of 3

DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 6. TOWNSHIP 41 SOUTH. RANGE 43 EAST. PALM BEACH COUNTY. FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6. TOWNSHIP 41 SOUTH. RANGE 43 EAST; THENCE NORTH 89°31'20" WEST ALONG THE NORTH LINE OF SAID SECTION 6. A DISTANCE OF 2.458.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE 120 FOOT WIDE STATE ROAD NO. 5 (U.S. HIGHWAY 1); THENCE CONTINUE NORTH 89°31'20" WEST. A DISTANCE OF 40.38 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET WEST OF SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 07°24'20" EAST ALONG SAID PARALLEL LINE. A DISTANCE OF 222.69 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2.844.93 FEET. THROUGH A CENTRAL ANGLE OF 02°49'40". A DISTANCE OF 140.41 FEET; THENCE NORTH 70°23'12" EAST. A DISTANCE OF 312.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE NORTH 81°13'52" EAST. A DISTANCE OF 250.00 FEET; THENCE NORTH 08°46'08" WEST. A DISTANCE OF 174.24 FEET; THENCE SOUTH 81°13'52" WEST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST. A DISTANCE OF 250.00 FEET; THENCE SOUTH

SAID PARCEL CONTAINS 43.560 SQUARE FEET OR 1.0 ACRES.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NORMAN J. HOWARD . P.S.M. FLORIDA CERTIFICATE NO. 5776

1-5-07 DATE

2007011	pr. 2 2007011	BURT REYNOLDS PARK ENCON LEASE	SCALE: 1 " 100's APPROPRIES N. J. H. OPARHI E. A. O. ORGCEDE N. J. H. BATE BATE CO 1/05/07	REVISION	SY DATE		PALM BEACH ENGINEERING AND ENGINEERING	PUBLIC WORK		
-03			S-1-06-2581 DGN	S-1-06-2581	FIELD BOOK NO.		$oldsymbol{ol}}}}}}}}}}}}}}}}}}}}}$	ORIDA	2500 NORTH JO WEST PALM BEA	-
				1 1 1	· . ((A 99	^	• •			

Exhibit "A" 3 of 3



Concept Lighting Requirements

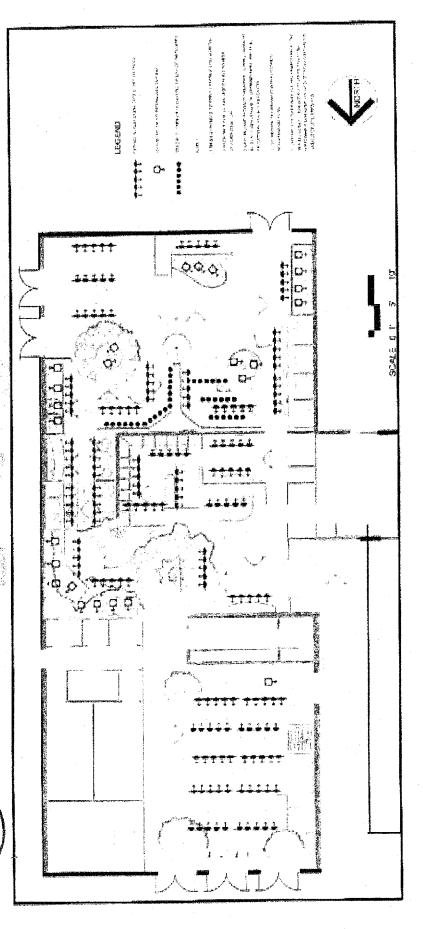


EXHIBIT CONCEPT PLAN - USHTING REQUIREMENTS

EXHIBIT "B" 1 OF 3



Concept Power Requirements

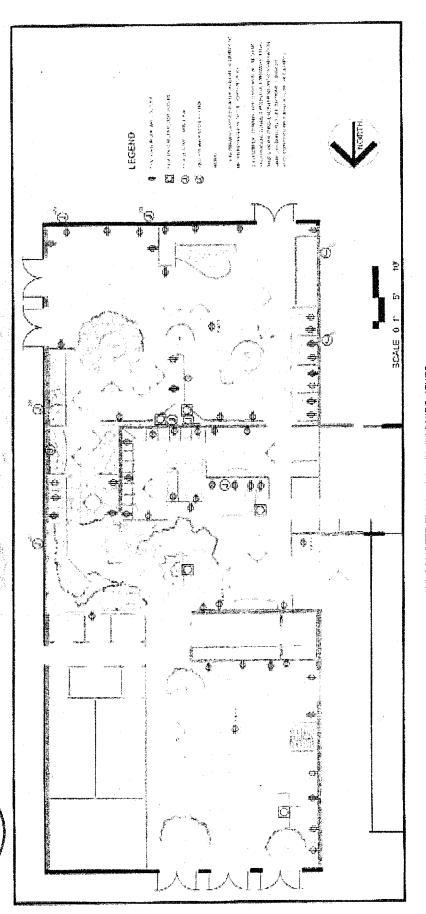
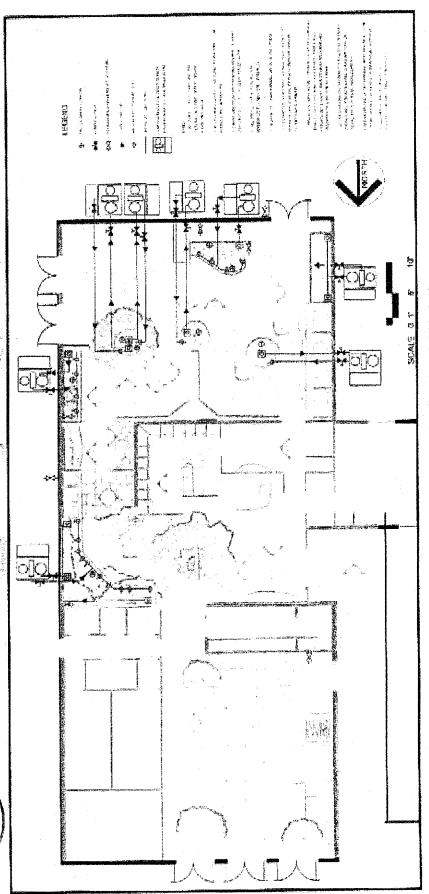


EXHIBIT CONCEPT PLAN - POWER REQUIREMENTS

EXHIBIT "B" 2 OF 3



Concept Life Support Filtration & Plumbing Reqt's

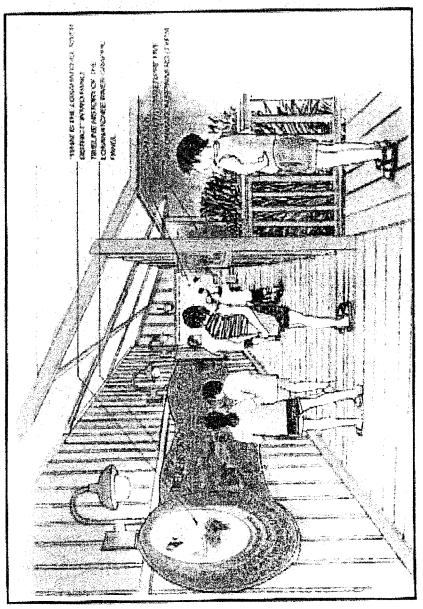


EMILER CONCIT MAN - LIFE SUPPORT FUTRATION & PLIMENS REQUIREMENTS

EXHIBIT "B" 3 OF 3



Exhibit Interpretives





Embit 1. History

From the moment of arrival, visitors are engaged with an impressive timeline that dates back to prehistoric times and illustrates the history of the loxahatchee River Watershed.



EXHIBIT "C"

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 01/30/2007					
REQUESTED BY: Nicholas Lamb	iase, Jr., CPN	I, Property Sp	ecialist, FD	&O/PREM	
SENT TO: Jean Matthews, Se	enior Planner,	Parks and Re	creation Der	oartment	
PROJECT NAME: ENCON Lease	at Burt Reyno	olds Park			
IS ITEM INCLUDED IN CURREN	T BUDGET:	YES	NO		
BUDGET ACCOUNT NO:					
FUND: 0001 DEPT: 580	UNIT: 51	OBJ:_	4902 PRO	OGRAM: _	· .
FIVE YEAR SUMMARY OF FISC	AL IMPACT				
FISCAL YEARS	2007	2008	2009	2010	2011
CAPITAL EXPENDITURES					
OPERATING COSTS					,
EXTERNAL REVENUE	<u>(\$10.00)</u>	(\$10.00)	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00</u>
PROGRAM INCOME (COUNTY)					
IN KIND MATCH (COUNTY)					
NET FISCAL IMPACT				·	
PROPOSED BCC MEETING DAT	E: Febru	ary 27, 2007			
	. 1				
BAS APPROVED BY:	·ll~	ar	DATE:		

G/PROPERTY MGMT SECTION/IN LEASE/PARKS - ENCON - BURT REYNOLDS/LEASE INFO/BAS.DOC