

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 20, 2007

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: a fully executed Termination of Lease and Sublease with the Town of Juno Beach, Florida, and the Marineline Center of Juno Beach.

**Summary:** The Marineline Center of Juno Beach had been operating out of an old residential structure the City of Juno Beach leased from the County (R94-1744D), which the City subleased to the Center in 1984. On August 19, 2003, the BCC approved a 30 year Lease Agreement (R2003-1246) with Marineline Center of Juno Beach, Inc. for 1.28 acres in Loggerhead Park. The Lease Agreement required termination of the prior lease and sublease once the new building was complete. On April 16, 2007, the Marineline Center of Juno Beach opened its new 12,000 sq. ft. campus to the public and the former lease premises were vacated. In the future the Parks and Recreation Department may redevelop this area for expanded beach access and parking, subject to budget constraints. District 1 (HF)

**Background and Justification:** The Marineline Center of Juno Beach, Inc. has grown into an internationally significant scientific research and rehabilitation center for sea turtles and a local community education resource for the thousands of school children who visit the Center on an annual basis. The County provided \$1,769,679 in funding for this multimillion dollar project from general obligation bond issues. The current lease (R2003-1246) runs from August 19, 2003, through August 19, 2033, unless terminated sooner.

**Attachments:**

1. Termination of Lease and Sublease
  2. Location Map
- 

Recommended by:

Department Director

10/29/07  
Date

Approved by:

Assistant County Administrator

11/6/07  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
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	<u>      </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>
<b>NET FISCAL IMPACT</b>	<u>      </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 \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** *No Fiscal impact to terminate Lease agreement & sublease agreement.*

**C. Departmental Fiscal Review:**                     ckopelakis                    

**III. REVIEW COMMENTS**

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

*[Signature]* 11-1-07  
 OFMB  
 11/1/07

*[Signature]* 11/2/07  
 Contract Development and Control  
 11/2/07

**B. Legal Sufficiency:**  
*[Signature]* 11/5/07  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

REVISED 9/2003  
 ADM FORM 01

This summary is not to be used as a basis for payment

**Termination of Lease and Sublease**

THIS IS A TERMINATION OF LEASE AND SUBLEASE, made and entered into December 6, 1994, by and between PALM BEACH COUNTY ("County"), the TOWN OF JUNO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida political subdivision of the State of Florida ("Juno Beach"), and MARINELIFE CENTER OF JUNO BEACH, a not for profit corporation ("Center").

WHEREAS, County and Juno Beach entered into that certain Lease dated December 6, 1994 (R94-1744D), as the same was amended from time to time (the "Lease"), copies of which Lease and amendments are attached hereto as Exhibit "A".

WHEREAS, Juno Beach and Center entered into that certain Sublease dated July 12, 1984 (the "Sublease"), as the same was amended from time to time (the "Sublease"), copies of which Sublease and amendments are attached hereto as Exhibit "B";

WHEREAS, County has leased to Center certain other property upon which Center has constructed a new facility.

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

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:

- (i) The foregoing recitals are true and correct and incorporated herein by reference.
- (ii) County, Juno Beach and Center hereby terminate, cancel and extinguish the Lease and Sublease, and Juno Beach and Center hereby releases, relinquish, and quit claims to County all right, title and interest of Juno Beach and Center respectively in and to the real property described in the Lease and Sublease, all improvement thereto, and any items of personalty located upon such property as of the date hereof.

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

Signed, sealed and delivered in the presence of:

[Signature]  
(Signature of Witness)

MARIE LAWRENSEN  
(Print Name of Witness)

[Signature]  
(Signature of Witness)

DONNA HOAN  
(Print Name of Witness)

MARINE LIFE CENTER OF JUNO BEACH, INC.

By: [Signature]  
(Signature)

Raymond E. Geraciotta  
(Print Name)

Its: Chairman  
(Print Title)

Date: Aug 14 07

(Seal)

ATTEST

By: [Signature]  
Town Clerk

TOWN OF JUNO BEACH, A MUNICIPAL CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

By: [Signature]  
Mayor

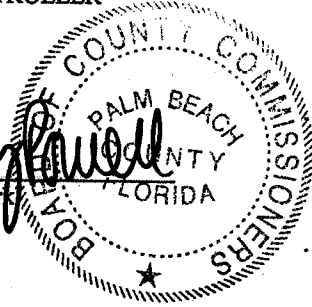
Date: Aug 8, 2007

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Town Attorney

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

By: [Signature]  
Deputy Clerk



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

By: [Signature]  
Addie L. Greene, Chairperson

Date: SEP 19 2007

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Director  
Parks and Recreation Department

**EXHIBIT "A"**

**R94 1744D**

**DEC 06 1994**

**PALM BEACH COUNTY**

**LEASE AGREEMENT**

**between**

**PALM BEACH COUNTY  
(Lessor)**

**AND**

**TOWN OF JUNO BEACH, FLORIDA  
(Lessee)**

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R94 17440

LEASE AGREEMENT

DEC 06 1994

THIS LEASE made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between the PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Lessor", and the TOWN OF JUNO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "Lessee".

W I T N E S S E T H:

WHEREAS, Lessor is the owner of certain real property in Palm Beach County, Florida, commonly referred to as Loggerhead Park, as said property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Park Property"); and

WHEREAS, Lessee entered into a Lease dated August 21, 1984 with Lessor in order to establish, operate and maintain a building located on the Park Property as a museum for the display of marine objects, and for the edification of the general public to broaden and develop interest in marine life (the "Lease"); and

WHEREAS, the Marinelife Center of Juno Beach, Inc. (the "Center"), a non-profit corporation organized under the laws of the State of Florida, entered into a sublease with Lessee and has successfully established and operated a marine museum in said building located on the Park Property; and

WHEREAS, the Lessee is not in default of the Lease and desires to extend the term of the Lease for a period of five (5) years on terms and conditions mutually agreeable to the Lessor and Lessee; and

WHEREAS, Lessor is willing to lease said building to the Lessee for the purpose hereinafter defined; and

WHEREAS, Lessor and Lessee hereby agree that the facts as set forth above are true and correct.

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 premises as hereinafter defined upon the following terms and conditions:

ARTICLE I  
BASIC LEASE PROVISIONS

Section 1.01 Premises.

The premises subject to this Lease, consists of a one-story H-shaped building having a gross leasable area of 1,510 ± square feet, (the "Building") together with the fenced in vacant land adjacent to the north side of the Building, as depicted on the site plan attached hereto as Exhibit "B" and by reference made a part hereof (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

(a) Lessee is hereby granted the option to extend the Term of this Lease for two (2) additional periods of five (5) years each (the "Extended Term") upon the same terms and conditions as are contained herein.



(b) Lessee shall exercise its right to extend the Term in the following manner. At least one hundred twenty (120) days, but not more than one hundred eighty (180) days prior to the expiration of the initial Term, or the first Extended Term, Lessee shall notify Lessor in writing of the exercise of Lessee's option to extend the Term of this Lease and Lessee shall certify that its use and occupation of the Premises has been and remains in compliance with Article IV of this Lease.

## ARTICLE II RENT

### Section 2.01 Annual Rent.

Lessee shall pay Lessor for the use and occupancy of the Premises an annual Rent of One (\$1.00) Dollar, payable on the Commencement Date and each subsequent anniversary thereof. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered annually in advance to Palm Beach County Finance Department Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

### Section 2.02 Assessments and Taxes.

During the Term Lessee shall pay before delinquency all assessments and taxes which may be levied by any governmental authority against the Premises or Lessee's Alterations constructed on the Premises and Lessee's personal property located on the Premises.

## ARTICLE III CONSTRUCTION OF LEASED PREMISES

### Section 3.01 Acceptance of Premises by Lessee.

Lessee certifies that Lessee is currently in possession of the Premises 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 Premises is required to be done by Lessor as a condition of this Lease.

### Section 3.02

(a) **Lessee's Work.** Except as provided in Section 5.01 of this Lease, Lessee agrees to perform 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 as specified in Section 4.01 of this Lease.

(b) **Alterations.** Any installation, alteration, improvement, addition, or modification to the Premises by the Lessee (hereinafter collectively referred to as "Alterations"), the value of which exceeds Twenty Five Thousand Dollars (\$25,000), shall require the prior written consent of the Director of the Palm Beach County Parks and Recreation Department in each instance, which consent shall not be unreasonably withheld. 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 agrees and acknowledges that all Alterations, whether pursuant to this Section or otherwise, are 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 on the Premises 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.

(c) **Construction Liens.** In compliance with Florida Statutes 713.10, Lessee covenants and agrees that nothing contained in this Lease shall be construed as a consent on the part of the Lessor to

subject the estate of the Lessor to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Lessor's estate shall not be subject to such liability. Lessee shall notify any and all contractors and subcontractors employed by Lessee of this provision of this Lease. If so requested by Lessor, Lessee shall file a notice pursuant to Florida Statutes 713.10 that the Lessor's estate is not subject to lien.

In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Lessee, the Lessee shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Lessee fails to satisfy or transfer such claim within said ten (10) day period, the Lessor may do so and thereafter charge the Lessee, and the Lessee shall promptly pay to Lessor upon demand, as Additional Rent, all costs incurred by the Lessor in connection with the satisfaction or transfer of such claim, including attorney's fees. 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 IV CONDUCT OF BUSINESS AND USE OF PREMISES BY LESSEE

##### Section 4.01 Use of Premises.

The Premises shall be used solely and exclusively for the continued operation of a museum for the display of marine objects and for the edification of the general public to broaden and develop interests in marine life. Lessee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Lessor. The parking area adjacent to the Premises may be utilized by Lessee, the Center, and their officers, employees, agents, contractors and invitees only as is necessary in conjunction with the use of the Premises as set forth herein.

##### Section 4.02 Waste or Nuisance.

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

##### Section 4.03 Hazardous Substances.

Lessee shall not use, store or dispose any of the following "Hazardous Substances" on the Premises: (i) friable asbestos; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; petroleum products, the handling, storage, transportation, disposal of or exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority. In the event of accident or release of Hazardous Substances upon the Premises, Lessee shall immediately report such occurrence to Lessor, indicating the nature or identity of the Hazardous Substances released on the Premises, and what actions Lessee is undertaking to remove said Hazardous Substances from the Premises.

In the event Lessor has any reason to believe that there is or has been improperly manufactured, stored or discharged on the Premises any Hazardous Substances, Lessor shall have the right to

require Lessee to obtain a Phase II environmental report at the Lessee's sole cost and expense from a reputable environmental consultant acceptable to Lessor. In the event that Lessee's report reveals any Hazardous Substances, Lessee shall, at its sole cost and expense, promptly take all actions as are reasonably deemed necessary by Lessor to return the Premises to the conditions existing prior to the introduction of any such Hazardous Substances to the Premises.

Lessee, to the extent permitted by law, agrees to indemnify, defend and hold harmless Lessor from and against any and all claims, demands, loss, costs, damage, liability and/or expense which may be brought against Lessor or which Lessor may suffer or incur by reason of or in connection with Lessee's failure to comply with the terms and conditions of this Section.

**Section 4.04 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, its use of the Premises, or the Premises generally.

**Section 4.05 Non-Discrimination and Fees.**

Lessee shall assure and certify that it will comply with Title IV of the Civil Rights Act of 1964 (PL 88-352) and, in accordance with that Act, shall not discriminate against any individual's race, color, creed, sex, national origin, age, handicap, or marital status with respect to any activity occurring on the Premises. Lessee shall not charge invitees any fees except a nominal charge which shall be utilized toward the cost of the operation, maintenance and repair of the Premises.

**Section 4.06 Surrender of Premises.**

Upon termination or expiration of this Lease, Lessee, at its sole cost and expense, shall remove Lessee's personal property and removable fixtures and equipment from the Premises and shall surrender the Premises to the Lessor in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining Alterations shall revert to Lessor.

**ARTICLE V  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibilities of Lessor and Lessee.**

Lessor shall, at its sole cost and expense, maintain and repair the exterior portions of the Building and the grounds surrounding the Premises commensurate with the general conditions of the Park Property to the extent funds are appropriated by the Board of County Commissioners for the overall operation and maintenance of the Park Property. All other portions of the Premises, and all Alterations constructed on the Premises shall be maintained and kept in good repair and condition by Lessee at Lessee's sole cost and expense.

**Section 5.02 Responsibility of Lessee Regarding Alterations and Personal Property.**

All Alterations and personal property of Lessee shall remain the property of the Lessee at Lessee's sole risk for the Term of this Lease, or any extension or renewal hereof.

**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.**

Lessee shall, to the extent permitted by law, indemnify, defend and save harmless the Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Lessee, its agents, employees, licensees, invitees, any sublessee and the general public, and from and against any orders, judgements, 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 claim. In the event Lessor shall be made a party to any litigation commenced against the Lessee or by the Lessee against any third party, then Lessee shall protect and hold Lessor harmless and pay all costs and attorney fees incurred by Lessor in connection with such litigation, and any appeals thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the parties hereto, as provided in Florida Statutes 768.28 as amended.

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

**Section 7.01 Damage or Destruction by Fire, War or Act of God.**

In the event any of Lessee's Alterations shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, the Lessee shall commence restoration or removal thereof within one hundred twenty (120) 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 Premises 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 improvements which are materially damaged.

**ARTICLE VIII  
UTILITIES**

Lessee shall be solely responsible for and promptly pay directly to the utility company or other provider of such service all charges and assessments for water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises, In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Premises.

**ARTICLE IX  
SUBORDINATION AND ATTORNMENT**

Lessee hereby subordinates its rights hereunder to the lien of any ground or underlying leases, any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises, and to all advances made or to be made upon the security thereof. This Article shall be self-operative and no further instrument of subordination shall be required by any mortgagee, but Lessee agrees upon request of Lessor, from time to time, to promptly execute and deliver any and all documents evidencing such subordination, and failure to do so shall constitute a default under this Lease.

**ARTICLE X  
ASSIGNMENT AND SUBLETTING**

**Section 10.01 Subletting Premises to the Marinelife Center of Juno Beach, Inc. (the "Center").**

Lessor consents to the subletting of the Premises to the Center provided that:

(a) Any sublease of the Premises between Lessee and the Center shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of this Lease;

(b) Lessee and Center will not, without the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion in each instance, assign or modify this Lease or further sublet the Premises or any part thereof;

(c) Center will use the Premises only for the purposes set forth in Section 4.01 of this Lease and for no other purposes;

(d) Notwithstanding the sublease of the Premises, Lessee shall remain liable and responsible for the performance of each and every term, covenant and condition of this Lease. In the event of any conflict between the provisions of this Lease and any sublease between Lessee and the Center, this Lease shall control;

(e) Center shall, during the entire term of its use and occupancy of the Premises, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. Except for Workers Compensation, all insurance policies shall name the Lessor as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the Risk Management Department of the Lessor. A Certificate of Insurance evidencing such insurance coverage shall be provided to the Lessor within thirty (30) days of the Commencement Date of this Lease, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage. The General Liability policy shall include coverage for Premises - Operations, Contractual Liability, and Broad Form Property Damage Liability coverages. In no event shall the limits of said insurance policies be considered as limiting the liability of Center under this Lease. In the event that Center shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Center under this Lease, Lessor may procure same from such insurance carriers as Lessor may deem proper, and Lessee shall reimburse Lessor, upon demand of Lessor, any and all premiums, costs, charges and expenses incurred or expended by Lessor in obtaining such insurance. Notwithstanding the foregoing sentence, Center shall nevertheless hold Lessor harmless from any loss or damage incurred or suffered by Lessor as a result of Center's failure to maintain such insurance;

(f) Any agreement between the Lessee and the Center shall specifically provide for, and reference, this Section of this Lease, and the Center's agreement and acceptance of same.

**ARTICLE XI  
DEFAULT OF LESSEE**

**Section 11.01 Events of Default.**

The occurrence of any one or more of the following shall constitute an Event of Default by Lessee under this Lease: (i)

Lessee shall fail to perform or observe any of the agreements, covenants or conditions contained in this 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 Premises; 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 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 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 shall continue.

**Section 11.02 Waiver, Accord and Satisfaction.**

The waiver by Lessor of any default of any term, condition or covenant herein contained shall not be a waiver of such a 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 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 similar act by Lessee.

**Section 11.03 Legal Expenses.**

In the event that it shall become necessary for either party to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of either party to be kept or performed, regardless of whether suit be brought, the prevailing party shall be entitled to collect from the other party such reasonable fee as shall be charged by the prevailing party's attorney for such services, including all expenses of any suit and any appeal thereof.

**ARTICLE XII  
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of Lessor hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, either party can cancel this Lease for any reason upon six (6) months prior written notice to the other party.

**ARTICLE XIII  
ACCESS BY LESSOR**

**Section 13.01 Right of Entry.**

Lessor and Lessor's agents shall have the right to enter upon Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. In the event Lessor wishes to make such repairs, and in the event of a non-emergency situation, Lessor shall provide Lessee with thirty (30) days prior written notice of its intent to do so. In addition, Lessor and Lessor's agent shall have the right to enter upon the Premises at all reasonable times in order to gain access to Lessor's property which is contiguous or adjacent to the Premises. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever, for the care, maintenance, or repair of the Premises.

**ARTICLE XIV  
QUIET ENJOYMENT**

**Section 14.01 Lessor's Covenant.**

Upon payment by the Lessee of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hinderance 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 XV  
MISCELLANEOUS**

**Section 15.01 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 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 Lessor or Lessee unless reduced to writing and signed by them.

**Section 15.02 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 mailed prepaid by certified mail return receipt requested, addressed:

(a) If to the Lessor at:

Property and Real Estate Management Division  
3323 Belvedere Road, Building 503  
West Palm Beach, Florida 33406-1548

with a copy to:

Palm Beach County  
Attention: County Attorney  
301 North Olive Avenue  
West Palm Beach, Florida 33401

and

Palm Beach County  
Department of Parks and Recreation  
2700 6th Avenue South  
Lake Worth, Florida 33461

(b) If to the Lessee at:

Town of Juno Beach  
340 Ocean Drive  
Juno Beach, Florida 33408

or at such address as the Lessor or the Lessee, respectively, may designate in writing. 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 evidence by the return receipt.

**Section 15.03 Brokers Commission.**

The parties hereto represent and warrant to the other that there are no claims for brokerage commissions or finder fees in connection with the execution of this Lease, and agree to indemnify, defend and save the other harmless from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

**Section 15.04 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent 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 15.05 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 15.06 Recording.**

Lessee shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of Lessor.

**Section 15.07 Liability of Lessor.**

Lessee shall look solely to the estate and property of the Lessor in the Premises for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by Lessor in the event of any default by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Lessor, and no other property or estates of Lessor shall be subject to levy, execution or other enforcement procedures for the satisfaction of Lessee's remedies and rights under this Lease.

**Section 15.08 Waiver of Jury Trial.**

The parties hereto waive trial by jury in connection with proceeding or counterclaims brought by either of the parties hereto against the other, in connection with this Lease.

**Section 15.09 Governing Law.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

**Section 15.10 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 15.11 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 the Palm Beach County public health unit.

(INTENTIONALLY LEFT BLANK)



**Section 15.12 Benefit and Binding Effect.**

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

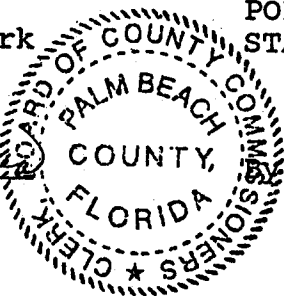
IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA

Dorothy H. Wilken, Clerk

By: *Vincent E. Lewis*  
Deputy Clerk



*[Signature]*  
Chair

DEC 06 1994

R94 1744D

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

*[Signature]*  
Assistant County Attorney

ATTEST:

TOWN OF JUNO BEACH, A MUNICIPAL  
CORPORATION ORGANIZED UNDER THE  
LAWS OF THE STATE OF FLORIDA

By: *Diane Locher*  
Deputy Town Clerk

By: *Frank W. Harris*  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

*[Signature]*  
Town Attorney

EXHIBIT "A"

LESSOR'S PROPERTY

Legal Description:

The Property consists of the following described land situate, lying and being in the Town of Juno Beach, Florida, more particularly described as follows:

That part of the north 150 feet of the South 350 feet of the north 1,050 feet of Government Lot 5, Section 21, Township 41 South, Range 43 East, lying east of the right-of-way of former State Road No. 5 (former U.S. Highway No. 1) as now laid out and in use; and also:

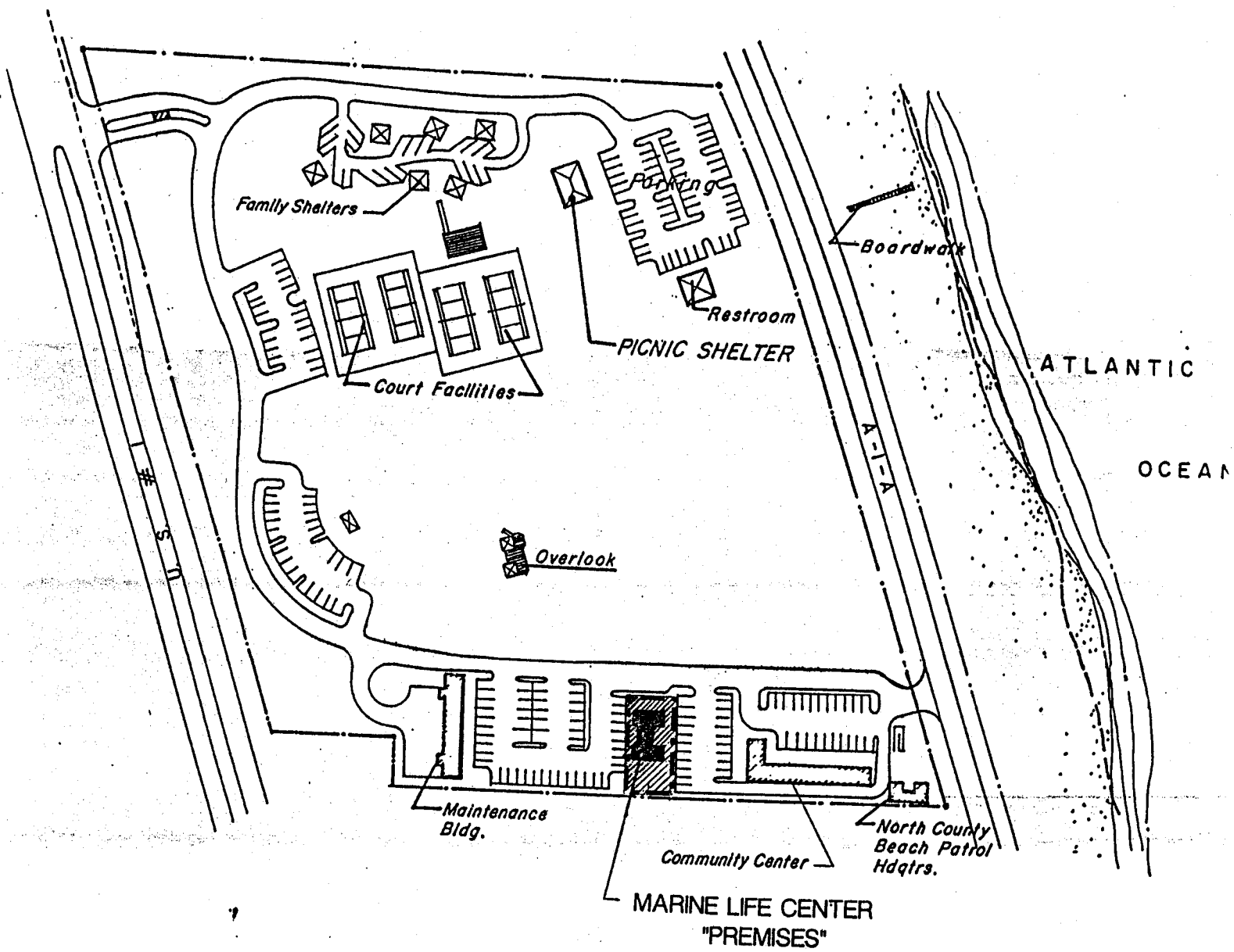
That part of the north 150 feet of the south 350 feet of the north 1,050 feet of Government Lot 5, Section 21, Township 41 South, Range 43 East, lying west of the right-of-way of former State Road No. 5 (former U.S. Highway No. 1) as now laid out and in use and east of the relocated and present right-of-way of State Road No. 5 (U.S. Highway No. 1) as shown in Plat recorded in Plat Book 2, Page 47, Public Records of Palm Beach County, Florida.

LESS a parcel of land lying in Government Lot 5, Section 21, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

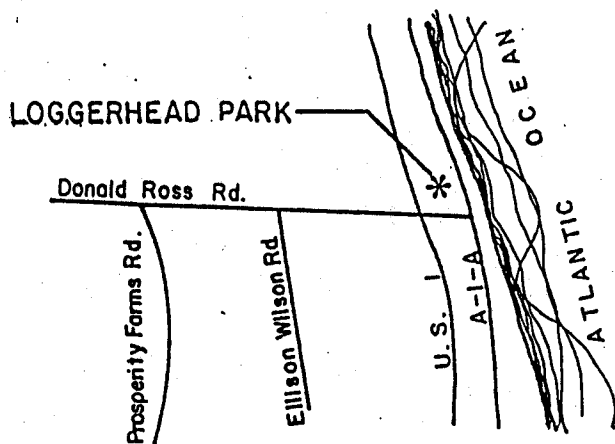
Beginning at the intersection point of the south line of the north 850 feet of said government Lot 5 and the east right of way line of State Road No. 5, run due east, along the said south line of the north 850 feet of Government Lot 3, a distance of 145.7 feet, more or less, to the said east right-of-way line of State Road No. 5; thence, south 17°18'35" east, along said east right-of-way of State Road No. 5, a distance of 62.84 feet to the POINT OF BEGINNING.

(PCN: 28-43-41-21-00-005-0060)

EXHIBIT "B"  
THE "PREMISES"



**Loggerhead Park**



VICINITY SKETCH

SUB-LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of JULY, 1984, by and between the TOWN OF JUNO BEACH, ("Town"), a municipal corporation organized under the laws of the State of Florida, and being situated in Palm Beach County, Florida, and the CHILDREN'S MUSEUM OF JUNO BEACH, INC. ("Museum"), a non-profit corporation organized under the laws of the State of Florida.

WHEREAS, the COUNTY OF PALM BEACH ("County"), a political subdivision of the State of Florida, owns, operates, and maintains a park commonly referred to as Pegasus Park or Loggerhead Park ("Park"); and

WHEREAS, a certain building is situated in said Park, and is commonly known as the caretakers house; and

WHEREAS, the Museum desires to establish, operate, and maintain in said building a museum for the display of marine objects and for the edification of the general public to broaden and develop interests in marine life; and

WHEREAS, such use of said building serves a public purpose; and

WHEREAS, the Town has executed a Lease Agreement with the County for the use and enjoyment of said building.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), from the Museum to the Town, receipt of which is hereby acknowledged, and other good and valuable consideration as set forth herein, the parties hereto hereby agree as follows:

1. The aforestated recitals are hereby affirmed and ratified.
2. The Town hereby sub-leases to the Museum said building being located particularly as follows:

See Exhibit A, attached hereto and made a part hereof.

and including all appurtenant fixtures and improvements thereto collectively referred to as "said premises" or "said building".

3. The Museum shall be responsible for ensuring that the interior of said building is repaired and/or maintained in a first class condition free of any hazards or defects.

4. Such parking as is currently available may be utilized by the County, the Town or the Museum, and their officers, employees, agents, contractors, and invitees as is necessary in conjunction with the use of said building as set forth herein.

5. The Town shall make utility service available to said building at such time as such service otherwise becomes available in the Park.

6. The Town shall have prior approval, through its Town Commission, for any renovation, at any time, to the interior of said building. Said approval shall not be unreasonably withheld.

7. The term of this Agreement shall be co-terminous with the Lease Agreement executed by the Town and County, dated \_\_\_\_\_, a copy of which is attached as Exhibit "B" and by reference made a part hereof.

8. The Museum shall ensure that the facility is open to all members of the public on a non-discriminatory basis. No fees or charges shall be levied on the invitees except a nominal charge which shall be utilized toward the cost of the operation, maintenance, and repair of said building.

9. The Museum shall indemnify, save, and hold the Town and the County, its officers, employees, agents, and contractors harmless for any injury to person or property for settlement or judgment suffered which results from the operation of the facility and results from any cause other than the Town's and/or the County's sole negligence. (At the option of the Town and/or County, Museum shall either provide for the defense of the Town and/or County or pay for the cost of defense incurred by the Town and/or County, in any action arising hereunder; inclusive of all costs, expenses, and attorneys' fees.)

10. The Museum shall procure and maintain such insurance, in both form and amount, as may be reasonably required by the Town and the County. Said insurance shall name the Town and County as additional insureds, and shall provide that coverage may not be modified or cancelled except upon thirty (30) days written notice of such to the County and the Town.

11. This Agreement may be cancelled by either party upon ninety (90) days written notice to the other.

12. Any notice required herein shall be sent to the respective following addresses:

CHILDREN'S MUSEUM OF JUNO BEACH, INC.  
Charles Musgrove, Registered Agent  
2328 South Congress Avenue, Suite 1D  
West Palm Beach, Florida 33406

THE TOWN OF JUNO BEACH  
841 Ocean Drive  
Juno Beach, Florida 33408

or such other address as either may designate in writing sent to the other.

13. Failure of the facility and said premises to be utilized as contemplated herein, shall render this Agreement voidable by the Town upon thirty (30) days written notice to the Museum and the Museum's failure to correct or cause to be corrected any deficiency as set forth in said notice, notwithstanding any other provision to the contrary.

14. Said premises shall not be opened for the use contemplated herein until such time as the park or section thereof upon which said building is located, is opened for use by the general public after the County's renovation of said park; provided, however, the Town or Museum may store items in, or renovate, the interior of the building or take measures within the building to prepare for the use contemplated herein.

IN WITNESS WHEREOF, the President and Secretary of CHILDREN'S MUSEUM OF JUNO BEACH, INC., has caused these presents to be executed, and the TOWN OF JUNO BEACH, has caused these presents to be executed by its Mayor, pursuant

to authority granted by its Board of Directors, the day and year first above written.



CHILDREN'S MUSEUM OF JUNO BEACH, INC.

By: [Signature] (SEAL)  
President

[Signature]  
Secretary

TOWN OF JUNO BEACH

By: [Signature] (SEAL)  
Mayor



[Signature]  
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]  
Town Attorney

**NAME:** LOGGERHEAD PARK  
**ENTRANCE:** 14200 U.S. Hwy 1, Juno Beach, FL 33408  
**CLASS:** Beach  
**ACREAGE:** 17.26 Acres  
**HOURS:** Sunrise-Sunset, Lighted Facilities Open Until 10 pm

**FACILITIES:**

- guarded beach frontage (900 feet)
- fishing (salt water)
- tennis courts\* ..... 4
- tennis pavilion\* ..... 1
- children's play area ..... 1
- bicycle access
- nature trail\* ..... 1
- activity building\* ..... 1
- family picnic shelters ..... 7
- reserved group picnic pavilion\* ..... 1
- observation tower
- volleyball area
- horseshoe area
- picnic areas with grills
- restroom facilities\*
- outdoor showers
- parking spaces (9 accessible spaces)\* ..... 218

**LOCATION OF:**

- North District Beach Patrol Headquarters
- Marinelife Center
- Celestial Railroad Historical Site

\*Meets ADA accessibility standards

**INFORMATION:**

- Marinelife Center ..... 627-8280
- beach conditions information ..... 624-0065
- North District Beach Patrol Headquarters ..... 627-5550
- activity building ..... 694-9532
- picnic pavilion rental ..... 966-6611
- other park information ..... 966-6600

