

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☐ Consent
☐ Ordinance☒ Regular
☐ Public HearingDepartment: Parks and RecreationSubmitted By: Parks and Recreation DepartmentSubmitted For: Parks and Recreation DepartmentI. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** Termination Agreement for Interlocal Agreement and Lease Agreement (R2000-1050) with the City of South Bay (City) for the development and operation of the Crossroads Lake Depot and Marketplace; **B) authorize** Letter of Request to the Army Corp of Engineers (ACOE) for assignment of Consent to Easement Agreement for the South Bay Boat Ramps from the City of South Bay to the County; **C) authorize** staff to assume the operation, maintenance and renovation of the South Bay Crossroads Depot and Boat Ramps properties in conjunction with the County's adjoining South Bay RV Campground; and **D) approve** Budget Transfer of \$200,000 within the \$25M GO Parks and Cultural Improvements Bond Fund from Reserves to South Bay RV and Recreation Center.

Summary: On June 25, 2000, the City and County executed a 30-year lease agreement (R2000-1050) that required the City of South Bay to design, construct and operate a Crossroads Depot and Marketplace within two years of the effective date of the Agreement. Due to the City's current budgetary constraints and rising cost of the project, it is no longer in a fiscal position to complete or staff the Crossroads Depot project and has requested that the County terminate their Lease Agreement. The City also lacks the staff and budget to renovate and continue operating the adjoining South Bay boat ramps that were damaged by Hurricane Wilma. Since the Crossroads Depot and boat ramps promote important recreational and economic development opportunities in the Glades Area, staff recommends Board approval of the Termination Agreement and the request to assign the ACOE Consent to Easement Agreement for the South Bay boat ramps from the City of South Bay to the County. The Parks and Recreation Department is proposing a program that will complete the Depot project, renovate the boat ramps and expand the campgrounds at an estimated cost of \$2 million. Staff has secured \$1.5 million in non-ad valorem funds for this program and will submit grant applications that are expected to have a good chance of approval for the remaining \$500,000. The Department will manage these two properties with current Campground staff and use the added revenues from expansion of the campground and building rentals to avoid any net increase in operating expenses. District 6 (AH)

Background and Policy Issues: In 2000, the County leased to the City of South Bay a 1.69 acre outparcel at the front of the County's South Bay RV Campground to be developed and operated by the City as a Depot and Marketplace in conjunction with a proposed trailhead to the Lake Okeechobee Scenic Trail (LOST). It was hoped that the project would become an economic stimulus and create job opportunities in the City of South Bay. (Continued on Page 3)

Attachments:

1. June 19, 2008, Termination request letter from City of South Bay
2. Termination Agreement
3. Consent to Easement Agreement request letter
4. Interlocal Agreement R2000-1050
5. Site Plan
6. Budget Transfer

Recommended by: 

Department Director

3-17-09
DateApproved by: 

Assistant County Administrator

3-27-09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

B.

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>1,300,000</u>	<u>700,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
External Revenues	<u>(300,000)</u>	<u>(700,000)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>1,000,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
# ADDITIONAL FTE					

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Program N/A

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

Termination of this Agreement will result in an estimated at \$2.0 million in capital expense and \$15,000 in annual operating expense.

FY2009

FUND: Park Improvement Fund

UNIT: South Bay Boat Ramp Improvements (FBIP) 3600-581-P643 \$400,000

UNIT: South Bay RV and Recreation Center (pending CDBG grant) 3600-581-P663 \$300,000

FUND: \$25M GO 99A, Recreation & Cultural Bond

UNIT: South Bay RV and Recreation Center 3000-581-P663 \$195,000

FUND: \$25M GO 05, Parks & Cultural Improvements Bond

UNIT: Reserves 3020-821-9817 \$200,000

UNIT: South Bay RV and Recreation Center 3020-581-P663 \$205,000

FY2010

FUND: Park Improvement Fund

UNIT: South Bay RV and Recreation Center (pending FRDAP grant) 3600-581-P663 \$200,000

UNIT: South Bay RV and Recreation Center (pending FDOT grant) 3600-581-P663 \$500,000

Total \$2,000,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

pm 3-23-09
OFMB 3/23/09 03/20/09 CN 3/19/09

3/24/09
Contract Development and Control

B. Legal Sufficiency:

Anne Delgant 3/26/09
Assistant County Attorney

*The Termination Agreement
complies with our review
requirements.*

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

Background and Policy Issues: (continued from Page 1)

The City began construction of the Depot project in 2003, but was unable to fully complete development of the project due to escalating costs and a lack of funds. The City did however, expend over \$400,000 on the project with most of the funding derived from State Historic Grants (\$226,800), a Community Development Block Grant (\$127,716), and County Development Regions Core Grants (\$75,000). Staff has reviewed the State historic grants covenant placed on the Railroad Cottage Building and is willing to meet those obligations that expire in the year 2015. However, South Bay's grants with the County required the City to create up to 22.5 full time jobs for a period of 24 months as a result of the Crossroads Depot project. These targets were not met by the City and the agreements have since lapsed. The Parks and Recreation Department (P&RD) does not intend to create any new jobs as a result of this Board action as this project will be absorbed by the existing RV campground personnel.

The City also was granted a Consent to Easement agreement with the ACOE to construct, operate and maintain the boat ramps located adjacent to the Crossroads Depot and the County's RV Campground. The County has recently budgeted \$400,000 in Florida Boating Improvement Program (FBIP) funds for the repair and improvement of the boat ramps; however, the City lacks the staff and budget to oversee renovations and to continue operating this facility. The boating public will be much better served if the ACOE Agreement and boat ramp project are assigned to the County's P&RD for repair, operation and maintenance in conjunction with the RV campground and Crossroads Depot.

The P&RD estimates the cost to complete the Depot project, boat ramp improvements, and upgrades to the RV campground at approximately \$2.0 million and has identified the needed capital funding from a combination of sources through FY 2010 that include; FBIP - \$400,000; Park Bonds - \$600,000; Community Development Block Grant - \$300,000; Florida Recreation Development Assistance Program Grant - \$200,000; and, a Florida Department of Transportation (FDOT) Transportation Enhancement Projects Grant - \$500,000. The improvements to the Crossroads Depot will include completion of the Depot Building for use as a community and recreation center by local residents and campers, renovation of the historic railroad cottage as a park manager/tourist information office, and site infrastructure including parking and drainage that will allow it to be used as an open air green market for local farmers. The combined project should serve as an economic stimulus by attracting tourism and boaters who spend money that would not ordinarily come to the area. The Depot site is also the location of one of four Lake Okeechobee Scenic Trail trailhead kiosks to be constructed in the Glades Area funded by the County's Office of Economic Development.

A previously approved FDOT grant will fund Cottage renovations, pathways, lighting, landscaping, and fencing that creates and enhances pedestrian connection between the RV campground, Depot, and boat ramp properties. The boat ramp repairs and improvements are already budgeted through the Department's annual FBIP allocation and will include restoration of ramps, parking, finger piers and picnic facilities wiped out by recent hurricanes. A Community Development Block Grant of \$300,000 for the proposed Community Center will be applied for this fiscal year and should qualify for funding consideration under the Federal Economic Stimulus Package. A FRDAP grant application will also be submitted for FY 2010 funding to complete the Depot project and upgrade the campgrounds including the additional 30 RV campsites. Any additional operating and maintenance cost associated with the County's takeover of the Depot and boat ramps will be absorbed by existing RV campground staff and the revenues generated by rental of the community center building and the 30 additional RV campsites.

Staff supports the City's request to terminate the Lease Agreement and for the PR&D to assume completion of the Depot and boat ramp projects with the identified capital funding.

City of South Bay

335 S. W. 2ND AVENUE
South Bay, Florida 33493

Attachment 1

June 19, 2008

Mr. Robert Weisman, County Administrator
301 North Olive Avenue
West Palm Beach, Florida 33401

RE: South Bay Crossroads Depot and Boat Ramps

Dear Mr. Wiseman:

Due to the City's current budgetary constraints we are no longer in a fiscal position to complete and staff the Crossroads Depot Project. In light of this projects substantial economic, recreational, and cultural importance to South Bay and the Glades area, it is our hope that the County parks and Recreation Department will be able to take this project over and see it to completion. Therefore, I am requesting that the County terminate the City's lease agreement for the Crossroads Depot property and the Board of County Commissioners complete the project.

The City also has Consent to Easement agreement with the U.S. Army Corp of Engineers to operate and maintain the boat ramps located adjacent to the Crossroads Depot and County's RV Park. The County has recently budgeted \$400,000 for the City to repair and improve the boat ramps, however once again we lack the staff and budget to renovate and continue operating this facility. The boating public will be much better served if the ACOE agreement and boat ramp project were assigned to the County's Park and Recreation Department in conjunction with the Crossroads Depot.

The existing Crossroads Depot and boat ramp were financed in large part through various County grants. Currently, the County has set aside \$200,000 in Bond funds to help complete the Depot building and a \$575,000 FDOT transportation grant was awarded to the City for FY 2010. We support assigning these grants to the County to help complete these projects. The City will also assist the County in reviewing and identifying any outstanding grant obligations related to the future use and maintenance of the Cross roads Depot project.

The City has discussed the Parks and Recreation Department's planned revisions for the property and is supportive of the proposed uses. In regards to the Two-Story wood framed building the City would like to request this location be utilized as a Multi-Purpose Facility. We are confident that completion of the South Bay Crossroads Depot and Boat Ramp projects will increase tourism and public recreational opportunities in conjunction with the County's RV Park and Lake Okeechobee Scenic Trail Head. Together these projects play a vital role in South Bay's redevelopment plan and we look forward to working with the County toward their eventual completion. Thank you for your consideration and please inform me as to when this item will be presented to the Board of County Commissioners so that I may be in attendance.

Sincerely,



Lomax Harrelle

City Manager City of South Bay

cc: Jess R. Santamaria, Commissioner District 6
Dennis L. Eshelman, Director, Parks and Recreation Department
Michael Jackson, Palm Beach County Board of Commissioners Western Area Liaison
Shirley Walker-Turner, Mayor
Esther E. Berry, Vice Mayor
Joe Kyles, Commissioner
John Wilson, Commissioner
Linda Johnson, Commissioner
Virginia K. Walker, City Clerk
Annette J. Parchment, Community Development Director
Thomas Montgomery, City Attorney

TERMINATION AGREEMENT

THIS IS A TERMINATION AGREEMENT made and entered into _____, 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and CITY OF SOUTH BAY, a Florida municipal corporation ("City").

WHEREAS, County and City entered into a Lease Agreement, dated July, 25, 2000 (R-2000-1050), for 1.69 acres of County owned property within the City of South Bay for the development of the Crossroads Lake Depot & Marketplace by City ("Agreement"), a copy of which Agreement is attached hereto as Exhibit "A".

WHEREAS, the parties have agreed to terminate the Agreement.

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 acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County and City hereby terminate, cancel, and extinguish the Agreement. City hereby releases, relinquishes, and quitclaims to County any and all right, title, and interest of City in and to the real property described in the Agreement and all improvements thereto including the Railroad Workers Cottage and Depot Building.

(The remainder of this page is left intentionally blank)

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

ATTEST: "

By: Virginia K. Walker
Virginia K. Walker, City Clerk

CITY OF SOUTH BAY

By: Shirley Walker-Turner
Shirley Walker-Turner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas Montgomery
Thomas Montgomery, City Attorney

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA

By its Board of County Commissioners

By: _____
Deputy Clerk

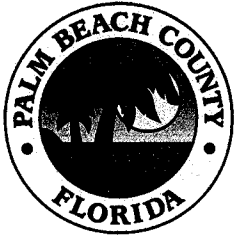
By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delant
County Attorney

APPROVED AS TO FORM AND CONTENT TERM +
CONDITIONS

By: Diana E. Hanna
Department Director



**Department of
Parks and Recreation**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-6734
www.pbcparcs.com

**Palm Beach County
Board of County
Commissioners**

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Mary McCarty

Jess R. Santamaria

Addie L. Greene

County Administrator

Robert Weisman



*"An Equal Opportunity
Affirmative Action Employer"*

printed on recycled paper

004 3
April 7, 2009

US Army Corp of Engineers, Jacksonville District
Chief, Real Estate Management and Disposal Division
PO Box 970
Jacksonville FL, 32232-0019

RE: South Bay Boat Ramps/ Agreement No. DACW17-9-00-0097

Dear Chief:

The City of South Bay has requested that Palm Beach County take over the operation and maintenance of the South Bay Boat Ramps located on Corp right of way along the Lake Okeechobee Rim Canal, since the City is no longer able due to budgetary constraints. The Corp granted the City a Consent to Easement Agreement for Tract Nos. 708 and 709 over which boat ramps paved parking and public recreation facilities were constructed. The reassignment of the ACOE Consent of Easement Agreement to Palm Beach County will ensure there is continued recreational and boater access to Lake Okeechobee by the public.

On October 21, 2008 the Palm Beach County Board of County Commissioners authorized the Parks and Recreation to request the Corp transfer responsibility for the management of the boat ramp improvements to the County's Parks and Recreation Department. The Department owns and operates the adjoining South Bay Campground has recently budgeted \$400,000 in capital funds to repair and improve the boat ramp facility.

Therefore, I am requesting that the ACOE relinquish the City's Consent to Easement Agreement for the Boat Ramp property and agree to transfer it to the Palm Beach County Board of County Commissioners. Thank you for your consideration in this matter and please contact me at (561) 966-6651 if you have any questions in this regard.

Sincerely,

Dennis L. Eshleman, Director
Parks and Recreation Department

CC: Commissioner Jess R. Santamaria, District 6
City of South Bay

Attachment

g:\tgranowi\letters\south bay boat ramp letter.doc

Attachment 4

Center
Files

3H-6

SO Bay

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 25, 2000

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Submitted By: Facilities Development & Operations
Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a thirty (30) year Lease Agreement for 1.69 acres to the City of South Bay for the development of the City's CrossRoads Lake Depot & Marketplace.

Summary: The CrossRoads Lake Depot & Marketplace project is part of South Bay's effort to stimulate its local economy and create tourism and related business opportunities by establishing the City as the 'Southern Gateway' to the Florida National Scenic Trail. The project requires use of the County's South Bay RV Campground 1.69 acre commercial outparcel to create a trail head and related retail in conjunction with FDOT'S Master Plan for developing and supporting multi-modal recreational trails around Lake Okeechobee. Palm Beach County's funding commitment will be to lease the land to the City of South Bay for \$1.00 / yr for thirty (30) years. The term will commence as of June 20, 2000. The land is currently vacant and the Parks and Recreation department has no plans for use thereof.

PREM District 6 (HJF)

Background and Justification: In March of 1998 the Board conceptually approved locating the City of South Bay's CrossRoads Lake Depot & Marketplace project on the County owned land and authorized the development of a thirty (30) year lease: (agenda item 5G1). Recently the City of South Bay has been awarded grants to develop the 1.686 acre project. The CrossRoads Lake Depot & Marketplace proposes a Visitor Center, Craft Shoppes and Park - like plaza to serve as the main trail head to the east Okeechobee segment of the Florida National Scenic Trail (FNST). The 1920's era Visitors Center will utilize a 1000 square foot restored railroad workers cottage and will function as an Information Center / Chamber of Commerce, interpretive center / museum, gift shop and trail outfitters business. Other planned improvements will include a vernacular style "row house" divided into shops for arts and craft, camp store, bait and tackle, bicycle rental, and green market. The purchase and renovation of a historic railroad worker's cottage has been made possible by a grant from the State of Florida, Department of State, Division of Historical Resources. The proposed use of this property will complement the RV Campground.

Attachments:

1. Location Map
2. Lease Agreement
3. Budget Availability Statement

Recommended By:

Department Director

Date

6/28/00

Approved By:

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>NONE</u>	<u>NONE</u>	<u>NONE</u>	<u>NONE</u>	<u>NONE</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes____ No____
 Budget Account No: Fund____ Agency____ Org____ Object____
 Reporting Category_____

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

There is no fiscal impact as a result of this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

Elizabeth Bressan
 OFMB 6/30/00

James J. Jacobson 7/3/00
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 7/5/00
 Assistant County Attorney

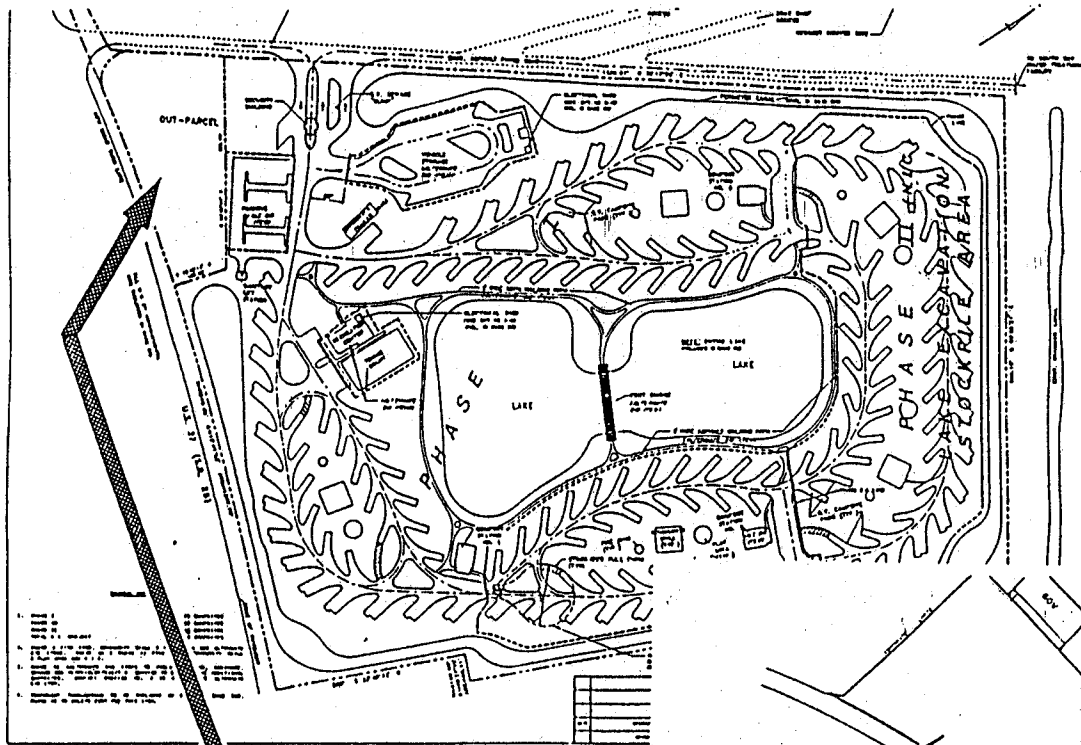
This Contract complies with our
 contract review requirements.

Proof of insurance is
 being obtained by PREM

C. Other Department Review:

 Department Director

LOCATION MAP

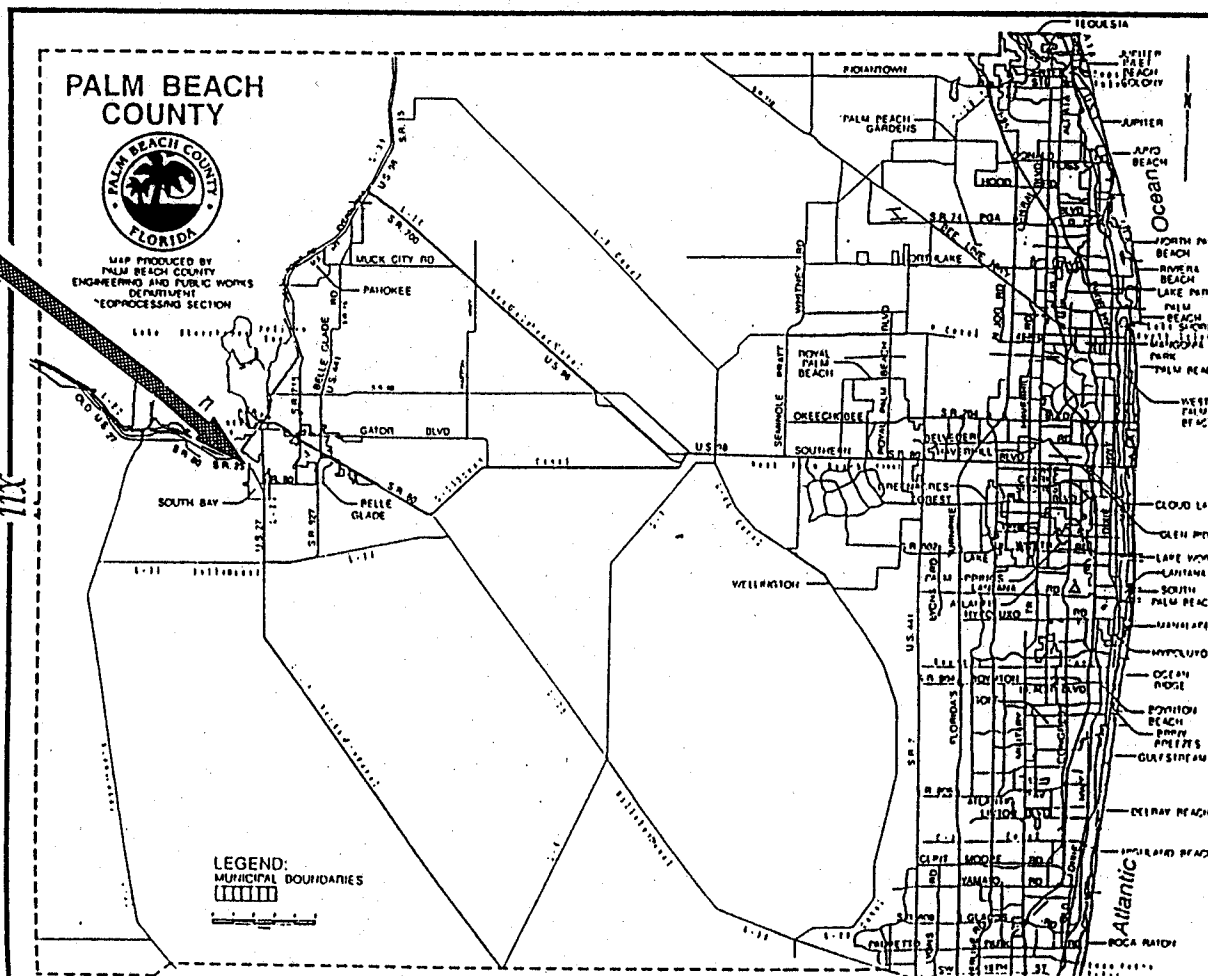
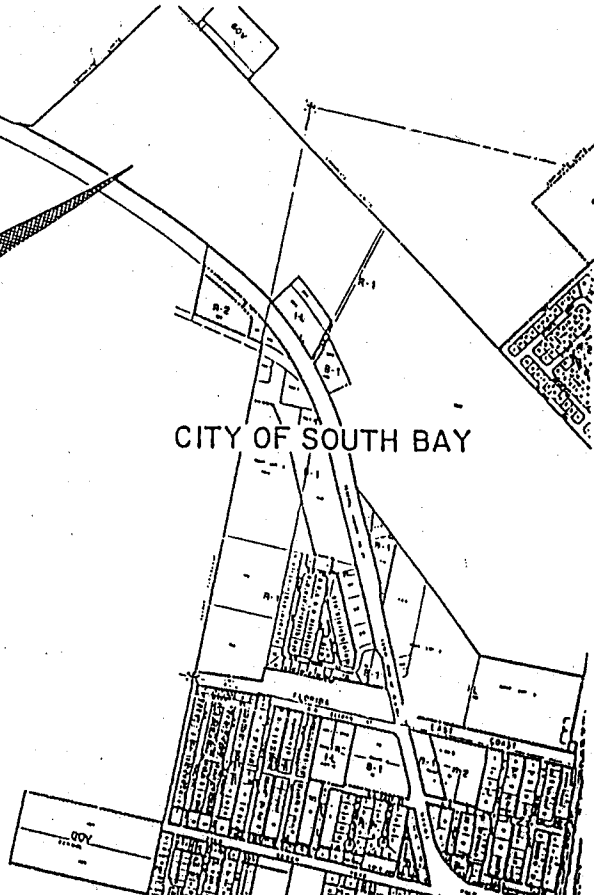


SUBJECT PROPERTY

GENERAL SITE LOCATION

CITY LOCATION

CITY OF SOUTH BAY



R2000 1050

JUL 25 2000

*

**

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

**THE CITY OF SOUTH BAY,
A FLORIDA MUNICIPAL CORPORATION**

Tenant

**

*

ORIGINAL

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EXHIBITS

Exhibit "A" The Premises	
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Exhibit "D" Concessionaire Insurance Requirements	

(Rest of Page Left Intentionally blank)

R2000 1050

AGREEMENT OF LEASE

THIS LEASE made and entered into JUL 2 5 2000, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the CITY OF SOUTH BAY, a Florida municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, County is willing to lease such property to Tenant for the use set forth hereinafter;

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 Tenant, and Tenant rents from County the approximately 1.686 acres of land legally described in Exhibit "A" attached hereto and made a part hereof (the "Premises"). Tenant acknowledges that there is an access road which crosses the western corner of the Premises and provides access to the County's South Bay RV Campground. County reserves the right for itself, its successors, assigns, licensees and permittees, to utilize said access road for access, ingress and egress to and from this RV Campground and adjacent public properties.

Section 1.02 Length of Term and Commencement Date.

This Lease shall be effective upon the Effective Date as defined hereinafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and shall extend for a period of thirty (30) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Parks and Recreation Department, Administrative Services Division, 2700 6th Avenue South, Lake Worth, Florida

33461. 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 Assessments and Personal Property Taxes.

Tenant shall pay before delinquency all ad valorem taxes, assessments, whether general or special, and all other personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, and/or Tenant's personal property located on the Premises. In the event this Lease or Tenant's use of the Premises renders the Premises subject to ad valorem real property taxes or similar impositions imposed by any governmental entity, Tenant shall be responsible for and shall pay the same before delinquency.

Section 2.03 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than 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.

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 together with any defects, latent or patent, if any, subject to all matters of record. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located therein, if any, or the suitability thereof for Tenant's intended use thereof. Tenant acknowledges that a fence surrounding the RV Campground may encroach onto the Premises. In the event it is determined by Tenant that the fence does in fact encroach and will negatively affect Tenant's ability to construct the improvements identified on the Conceptual Master Plan, attached hereto as Exhibit "C", County agrees to allow Tenant to relocate the fence, at Tenant's sole cost and expense, to another mutually agreeable location. County's existing sign fronting on State Road 25 (US 27), advertising the South Bay RV Campground, shall not be moved, altered, or obstructed without County's prior written approval. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease.

Section 3.02 Construction of Project.

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 building codes, and zoning regulations and any grants made to the Tenant for the subject property including but not limited to State of Florida Historic Preservation Grant Award Agreement No. SC040 approved July 21, 1999 and Palm Beach County Community Development Block Grant approved per R98-280-D February 24, 1998.

With respect to the historic building which is referenced in the aforementioned State of Florida Historic Preservation Grant Award Agreement No. SC040, Tenant shall inspect and certify to County in a form acceptable to the County, that there is not located in, on, upon, over or under the historic building, and its equipment and facilities: (i) asbestos in any form; (ii) lead based paint; (iii) urea formaldehyde foam insulation; (iv) polychlorinated

biphenyls; or (v) any other chemical, material or substance exposure to which is prohibited, limited or regulated by Federal, State, County, Regional or local authority. If said substance(s) exist, it will be the full responsibility of the Tenant to remove said substance(s) at its sole cost and expense prior to relocating the historic building to the Premises.

Tenant shall submit to the County plans and specifications for the improvements to the Premises and obtain approval from the County for said plans and specifications prior to the start of construction. The improvements shall include, but not be limited to, the renovation of the historic building, paved parking area, landscaping and buffer planting and fence and gate for the Premises. Tenant shall have two years from the Effective Date of the Lease in which to complete the improvements on the Premises identified in the Conceptual master Plan attached hereto As Exhibit "C". In the event said improvements have not been completed within the foregoing two year time period, the Tenant shall be considered in default of the Lease and the County shall have the right to immediately terminate the Lease. Prior to the commencement of construction, tenant shall furnish to County a removal/demolition bond in a form, term and amount acceptable to the County, providing for the removal of said improvements in the event the Tenant is in default for failure to complete the improvements within the two year period herein set forth.

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 shall obtain, prior to commencing any work upon the Premises, a public construction payment and performance bond in accordance with the provisions of Florida Statute Section 255.05 in an amount equal to the total cost of construction of such work. Such bond shall name County as an additional obligee thereunder. The form of such bond and the issuer thereof shall be subject to County's prior review and approval, which shall not be unreasonably withheld.

In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the Tenant shall satisfy such claim, or shall transfer same to security, within ten (10) days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) day period, the County may do so and thereafter charge the Tenant, and the Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by the County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the Tenant agrees to indemnify, defend and save the County harmless from and against any damage or loss incurred by the County as a result of any such construction lien.

Section 3.03 Alterations.

After completion of the improvements identified on the Conceptual Master Plan as provided in Sections 3.02 and 4.01 hereto, and issuance of a certificate of completion therefore, Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 or in violation to the terms and conditions pursuant to the aforementioned grants in ARTICLE III Section 3.02 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County 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 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.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively for constructing and operating an eco- and heritage-based tourism complex, the "CrossRoads Lake Depot and Marketplace" which proposes a Visitor Center, Craft Shoppes and Park-like plaza to serve as the main trail head to the east Okeechobee segment of the Florida National Scenic Trail (FNST)" more specifically described on Exhibit "B" of a certain Palm Beach County Board of County Commissioners Agenda Item Summary item 5D1 approved March 17, 1998 and the Conceptual Master Plan attached hereto as Exhibit "C"(the "Project"). Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

It shall be the responsibility of Tenant to assure that all uses of the Premises are conducted in such a manner so as not to interfere with other activities conducted on the adjacent County owned property. The Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance with respect to any and all rules, hours of operation, and or any special event activity occurring on or about the Premises. The Tenant shall coordinate in advance all such special events and provide at least 30 days notice of such events to Parks and Recreation Department's Special Events Staff. The Tenant understands and agrees that the use of drugs or alcoholic beverages on the Premises is prohibited at all times.

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. Lessee 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 keep the Premises free of rodents, vermin and other 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 its use of the Premises, or the Premises generally. Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. 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.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, martial status, sexual orientation or disability with respect to any activity occurring on the Premises or under this Agreement. 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 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant shall, if so directed by County, remove, at its sole cost and expense, Tenant's personal property, removable fixtures,

equipment from the Premises, and shall surrender the Premises to the County in good condition and repair.

Section 4.06 Concessions.

Tenant may sublease concession space on the Premises for retail shops for arts and crafts, camp store, bait and tackle, bicycle rental, green market, gift shop, trail outfitters and other businesses which are consistent with Florida Department of Transportation's Master Plan for the Lake Okeechobee segment of the Florida National Scenic Trail which includes the CrossRoads Lake Depot & Marketplace as a trailhead. Tenant shall be entitled to retain the proceeds generated by such subleases. Any such sublease or license shall incorporate the terms of this Lease by reference and include the insurance requirements contained in the attached Exhibit "D" as the same may be amended from time to time by County in its reasonable discretion. Such subleases shall not release Tenant from any of its obligations under this Lease. Further, Tenant shall comply with and Tenant shall be obligated to ensure that such sublessees 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, the collection and remittance of sales tax as applicable.

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 and maintain all portions of the Premises, and all 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, by providing 24 hour notice, (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. 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 all costs and expenses relating to providing utility service to the Premises 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.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, chapter 768.28, Tenant reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute 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 Commercial General Liability and/ or Business Auto Liability in lieu of self-insurance, Tenant agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Tenant agrees to cause the Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, to be named as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than County's negligence arising out of the Premises leased or operations of Tenant. This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.

Tenant agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

Tenant agrees to maintain property insurance, which includes builders risk insurance, provided by Tenant or Tenant's hired contractor, while the Project is in the course of construction in an amount at least equal to the estimated completed Project value as well as subsequent modifications of that sum. When construction is completed, Tenant agrees to maintain all-risk property insurance for adequate limits of coverage on the buildings(s) and contents based on Tenant's replacement cost calculation or the Tenant's probable maximum loss estimate for either the perils of fire, wind, and flood. Tenant agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention under the all-risk property insurance policies.

Tenant agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages.

Tenant agrees it's self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

Tenant agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve Tenant of its liability and obligations under this agreement.

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 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, judgements, 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 agreement. 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 and or improvements constructed on the Premises,

CrossRoads Lake Depot and Marketplace, shall be damaged or injured by fire or other casualty during the Term of this Lease, Tenant shall restore the Premises and improvements 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.

In the event that the Project or portions thereof are damaged beyond repair, County shall, upon written request by the Tenant, consider a request by the Tenant to remove the damaged improvements.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

Except as otherwise provided herein regarding concessions and/or licences, 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 at County's 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 OF TENANT

Section 11.01 Events of Default.

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 the same shall become due; (ii) 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 sixty (60) days after notice from County unless the same is of such a nature that it can not reasonably be cured within such a time period, in which event Tenant shall be entitled to a reasonable period under the circumstances; or (iii) Tenant's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, 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 thirty (30) day period and the County is so notified, this Lease will continue.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement 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.

ARTICLE XIII QUIET ENJOYMENT

Section 13.01 County's Covenant.

Upon payment by the Tenant of the Annual 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 documents specifically referenced herein constitutes all the 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.

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

(a) If to the County at:

Property and Real Estate Management Division
Attn: Director
3323 Belvedere Road, Building 503
West Palm Beach, FL 33406-1548

with a copy to:

County Attorney's Office
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

(b) If to the Tenant at:

City of South Bay
Attn: City Manager
City Hall, 335 S.W. Second Avenue
South Bay, FL 33493

With a copy to:

Samuel Thomas, Esq.
155 E. Blue Heron Blvd.
Suite 400
Riviera Beach, FL 33404

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

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.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder or broker in connection with 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 by the County in its 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 and 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 statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to

arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect,

Section 14.13 Incorporation by References.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Effective Date of Lease.

This Lease is expressly contingent upon the approval by the City of South Bay and of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The date this Lease is signed by all the parties shall be the "Effective Date."

Section 14.15 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, County hereby certifies that neither County nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287. 133 (3)(a).

Section 14.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

(Rest of Page Intentionally Left Blank)

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

ATTEST:

TENANT: The City of South Bay

By:

Virginia H. Wilken
Clerk

By:

[Signature]
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Samuel A. Thomas

R2000 1050 JUL 2 5 2000

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

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY COMMISSIONER

By:

Deeisa P. Moore
Deputy Clerk

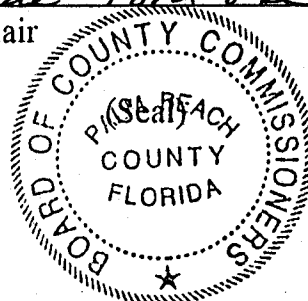
By:

Mande Ford Lee
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

[Signature]
Assistant County Attorney



ORIGINAL

LISTS OF EXHIBITS

<u>Description</u>	<u>Exhibits</u>
The Premises	Exhibit "A"
Agenda Item Summary	Exhibit "B"
Conceptual Master Plan	Exhibit "C"
Concessionaire Insurance Requirements	Exhibit "D"

EXHIBIT "A" to Lease

The Premises

LEGAL DESCRIPTION

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4983, PAGE 1264, PALM BEACH COUNTY PUBLIC RECORDS, DESCRIBED AS LESS AND EXCEPT IN OFFICIAL RECORD BOOK 9872, PAGE 1022, PALM BEACH COUNTY PUBLIC RECORDS (DEED NO. 28320 TO PALM BEACH BOARD OF COUNTY COMMISSIONERS), LYING IN SECTION 10, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NEW SOUTH RIGHT-OF-WAY LINE OF THE HERBERT HOOVER DIKE LEVEE L-D-2 AS SHOWN IN THE RIGHT-OF-WAY MAP BY THE U.S. ARMY CORPS. OF ENGINEERS, DATED MARCH 1, 1962 AND HAVING A LAST REVISION DATE OF JULY 1, 1962, SAID NEW SOUTHEASTERLY RIGHT-OF-WAY LINE BEING LOCATED 60 FEET SOUTHERLY FROM AND PARALLEL WITH THE OLD RIGHT-OF-WAY LINE OF THE UNITED STATES GOVERNMENT LEVEE AS REFERRED TO IN THE DESCRIPTION OF LAND RECORDED IN OFFICIAL RECORD BOOK 701, PAGE 187 WITH THE WEST LINE PROJECTED OF LOT 2 OF SAID SECTION 10 WITH THE OLD OKEECHOBEE STATE LEVEE; THENCE SOUTH $60^{\circ}53'41''$ EAST ALONG SAID OLD OKEECHOBEE STATE LEVEE A DISTANCE OF 61.77 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 25 AND 80 (U.S. HIGHWAY 27) AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 902, PAGE 235, OF SAID COUNTY PUBLIC RECORDS BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTH HAVING A RADIUS OF 5810.65 FEET, A RADIAL BEARING OF SOUTH $9^{\circ}58'39''$ WEST TO THE RADIUS POINT AND A CENTRAL ANGLE OF $5^{\circ}20'35''$; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE AN ARC DISTANCE OF 541.87 FEET; THENCE NORTH $15^{\circ}19'14''$ EAST ALONG A RADIAL LINE DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.50 FEET; THENCE NORTH $56^{\circ}35'21''$ WEST A DISTANCE OF 380.00 FEET TO A POINT ON SAID HERBERT HOOVER DIKE LEVEE L-D-2; THENCE SOUTH $36^{\circ}17'25''$ WEST ALONG SAID HERBERT HOOVER DIKE LEVEE L-D-2 A DISTANCE OF 207.70 FEET TO THE SOUTHEASTERLY CORNER OF SAID HERBERT HOOVER DIKE LEVEE L-D-2; THENCE NORTH $86^{\circ}38'43''$ WEST ALONG SAID HERBERT HOOVER DIKE LEVEE L-D-2 A DISTANCE OF 169.20 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 73,430 SQUARE FEET OR 1.686 ACRES MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HERBERT HOOVER DIKE LEVEE SAID LINE BEARS SOUTH $36^{\circ}17'25''$ WEST.

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

Norman J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776


PROJECT: CROSSROADS LAKE DEPOT AND MARKETPLACE	DESIGN FILE NAME EO/0009-012.	DRAWING NO. S-1-00-1441	SHEET 1 OF 2 PROJECT NO. 2000009-011	NO. 200 APPROVED: N.J.H. DRAWN: E.A.D. CHECKED: K.C.E. DATE: 05/03/00 FIELD BOOK NO.	REVISION	BY	DATE	 <p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406</p>

EXHIBIT "A" to Lease

The Premises

THIS IS NOT A SURVEY

LEGEND

ORB = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY
 Δ = DELTA
R = RADIUS
L = LENGTH OF ARC

SCALE 1" = 200'

ORB 701,
PAGE 187

EXISTING R/W LINE
HERBERT HOOVER DIKE
LEVEE L-D-2 US ARMY CORPS
OF ENGINEERS R/W MAP
DATED MARCH 1, 1962,
REVISED JULY 1, 1962

PORTION ORB 4983, PAGE 1264
DESCRIBED AS LESS AND EXCEPT
ORB 9872, PAGE 1022
DEED 28320
TO PALM BEACH COUNTY

N86°38'43"W
169.20'

POINT OF
BEGINNING

S60°53'41"E
61.77'

OLD
OKEECHOBEE
STATE
LEVEE LINE

S9°58'39"W

Δ = 5°20'35"
R = 5810.65'
L = 541.87'

PROJECTED WEST
LINE OF STATE
LOT 2 SECTION 10,
TOWNSHIP 44 SOUTH,
RANGE 36 EAST

ORB 701,
PAGE 187

PORTION ORB 4983, PAGE 1264
DESCRIBED AS LESS AND EXCEPT
ORB 9872, PAGE 1022
DEED 28320
TO PALM BEACH COUNTY

RADIAL
N15°19'14"E
100.50'

CENTERLINE

NORTHERLY R/W
STATE ROAD 25 & 80
(U.S. HIGHWAY 27)
ORB 902, PAGE 235

EXHIBIT "B" to Lease
AGENDA ITEM SUMMARY

AGENDA ITEM SUMMARY

Meeting Date: MARCH 17, 1998

() Consent (X) Regular

() Ordinance () Public Hearing

Department: Parks and Recreation Department

1. EXECUTIVE BRIEF

- A. Motion and Title: Staff recommends motion to: A) approve locating the City of South Bay's Crossroads Lake Depot and Marketplace Project on the County's South Bay RV Park commercial out-parcel and; B) authorize staff to develop a dollar per year 10 year Lease Agreement for the City's use of the property.
- B. Summary: The Crossroads Lake Depot and Marketplace Project is part of South Bay's effort to stimulate its local economy and create tourism and related business opportunities by establishing the City as the 'Southern Gateway' to the Florida National Scenic Trail. The project requires use of South Bay RV Park's commercial outparcel to create a trail head and related retail in conjunction with FDOT's recent Master Plan for developing and supporting multi-modal recreational trails around Lake Okeechobee. The City has not requested nor is the County proposing any financial support for this project. (District 6 RS)

- C. Background and Justification: In 1994 the County sought proposals to lease the South Bay RV Park's 1.68 acre commercial outparcel for a minimart/gas station, but received no serious responses. More recently the City of South Bay has requested use of the property for their proposed Crossroads Lake Depot and Marketplace Project.

The Crossroads Lake Depot and Marketplace Project proposes a Visitor Center, Craft Shoppes and Park-like plaza to serve as the main trail head to the east Okeechobee segment of the Florida National Scenic Trail (FNST). The 1920's era Visitors Center utilizes a 1,000 square foot restored railroad workers cottage and will function as an Information Center/Chamber of Commerce, Interpretive center/museum, gift shop and trail outfitters business. Other improvements will include a vernacular style 'row house' divided into shops for arts and crafts, camp store, bait and tackle, bicycle rental, and green market. An abandoned railroad car will be used as an accent piece along U.S. 27 to attract visitors.

The Project will serve tourists, FNST users, RV campers, boaters, and neighboring residents. Several grant programs have also been identified by the City as potential funding sources for the project. The City has not requested nor has the County offered any financial support for this project. The proposed uses are compatible with the RV Park and staff recommends the Board approve the project location and development of a long term lease for the 1.68 acres with the City.

- D. Attachments: Letter of request by City of South Bay, December 10, 1997.
Site Plan Crossroads Lake Depot and Marketplace

Recommended by: Rossie Edmonson 2/17/98
Department Director Date

Approved by: Jim Crum 2/26/98
Assistant County Administrator Date

APPROVED
BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF MAR 17 1998
- John Galt - D.C.
MINUTES & RECORDS SECTION

EXHIBIT "C" to Lease
CONCEPTUAL MASTER PLAN

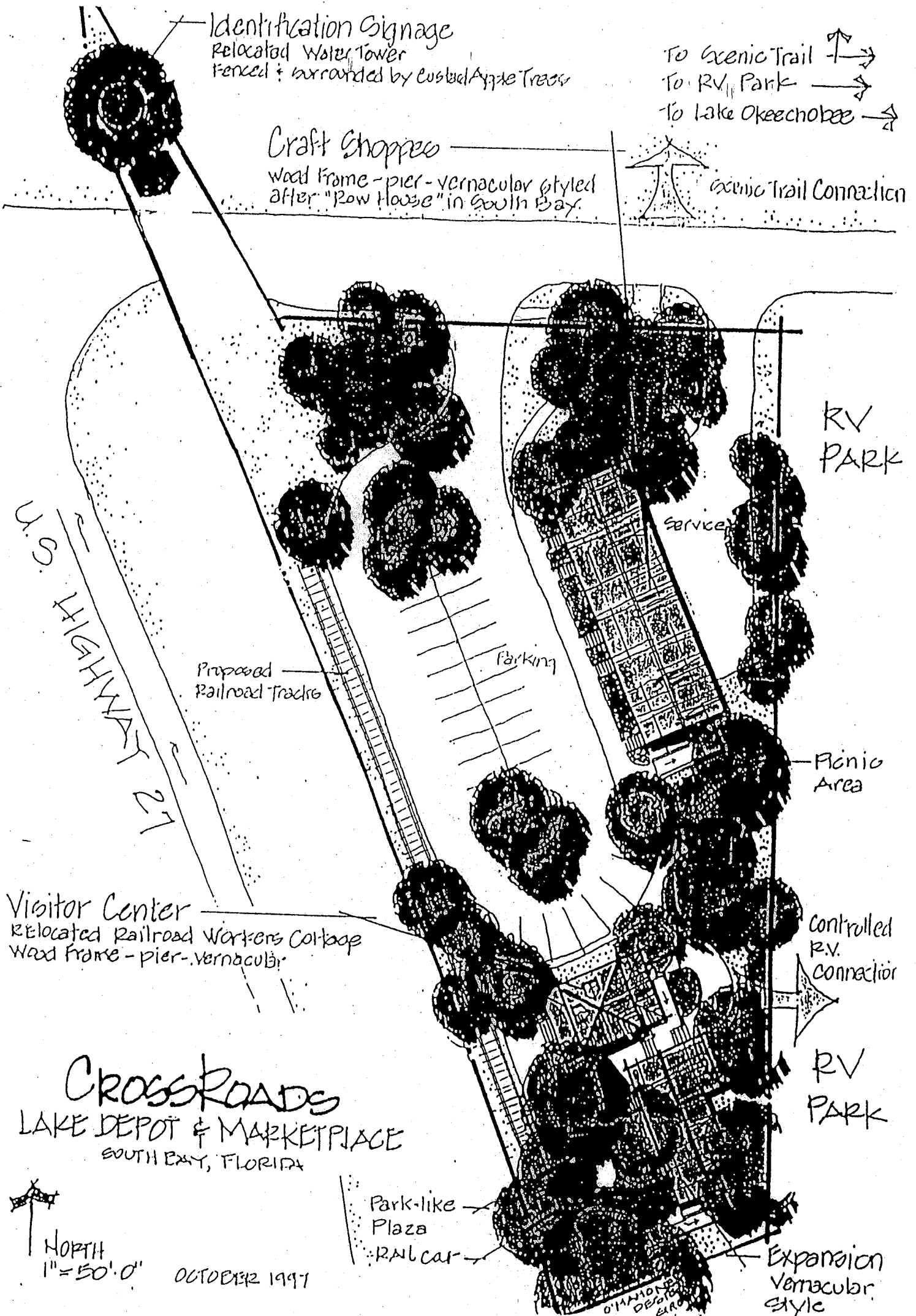


EXHIBIT "D" to Lease

CONCESSIONAIRE INSURANCE REQUIREMENTS

Tenant shall require all concessionaires to maintain Commercial General Liability with limits of liability not less than \$1,000,000, and to endorse both the County and Tenant to the policy as an Additional Insured. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the concessionaire. Compliance with this requirement shall not relieve Tenant's duty to comply with Article VII of this Lease regarding insurance.

ATT. 5

