

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> X </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

There is no fiscal impact associated with this item. The County has secured \$707,756 in Community Development Block Grant Funds from the State of Florida, Department of Community Affairs, under the State's 2005 Disaster Recovery Initiative Program- Supplemental Appropriation for the construction of the City Civic Center. The \$7.7 million necessary for the construction of the Library will be paid from the Library Expansion Program Bond Issue.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 5/11/10
 5/16/10 5/14/10

 5/11/10
 Contract Development and Control
 P. Jones 5/11/10

B. Legal Sufficiency:

 5/12/10
 Assistant County Attorney
 Agreements not signed at time
 of CAD review.

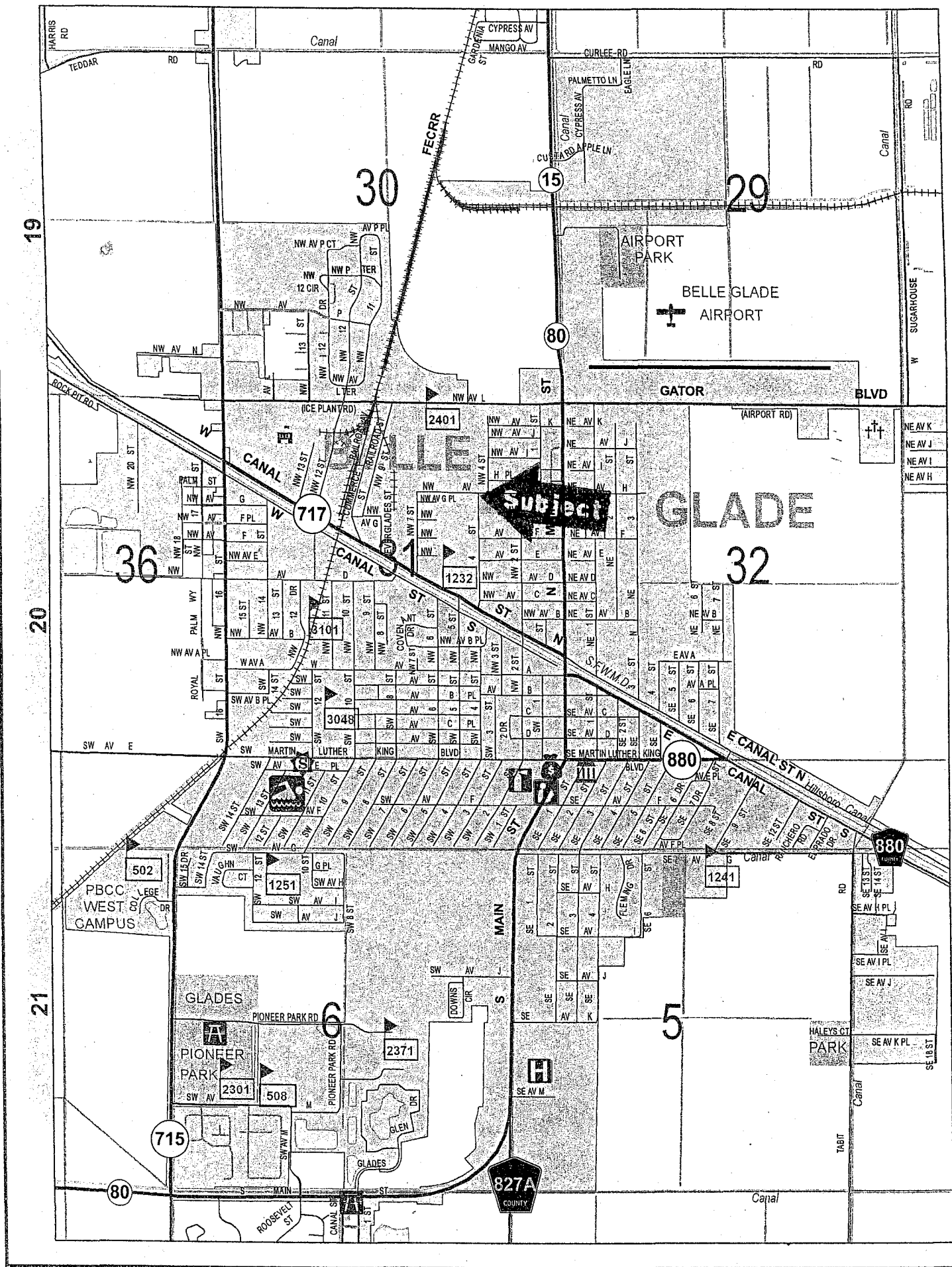
This item complies with current
 County policies.

At the time of our
 review, the documents
 were not executed.

C. Other Department Review:

 Department Director

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



T43

7

T44

LOCATION MAP

ATTACHMENT #, *[Handwritten signature]*

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BELLE GLADE,
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,
AND PALM BEACH COUNTY
RELATING TO PROPERTIES LOCATED WITHIN THE CITY OF BELLE GLADE**

THIS IS AN INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into _____, by and between **THE CITY OF BELLE GLADE**, a municipal corporation of the State of Florida, hereinafter referred to as "City", **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the constitution of the State of Florida, hereinafter referred to as "School Board", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County". City, School Board, and County are each sometimes referred to herein individually as a "party" and collectively as the "parties".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the School Board owns approximately 1.99 acres of real property described on Exhibit "A" attached hereto and made a part hereof ("School Board Parcel"), which the City desires in order for the County to have a parcel suitable for its construction of a combined community facility, which will house the County's library ("County Library") and the City's new replacement civic center ("City Civic Center") (collectively, the County Library and the City Civic Center shall be referred to as the "Combined Community Facility"); and

WHEREAS, School Board is willing to convey to the City the School Board Parcel in exchange for the City agreeing to convey to the School Board, the City Parcel or the Alternative City Parcel, all of the foregoing as further specified and defined in Section 7 of this Agreement the terms of which shall be set forth in an amendment to this Agreement to be entered into between the School Board and City; and

WHEREAS, upon School Board's conveyance of the School Board Parcel to the City, the City will hold title to approximately 4.18 acres of real property described in Exhibit "B" attached hereto and made a part hereof ("Combined Community Facility Site"), which the City shall lease to the County for 99 years at no charge for County's construction of the Combined Community Facility; and

WHEREAS, County has secured at least \$527,756 ("CDBG DRI Funds") in Community Development Block Grant funds from the State of Florida, Department of Community Affairs (State), under the State's 2005 Disaster Recovery Initiative Program- Supplemental Appropriation, for the construction of the City Civic Center; and

WHEREAS, the City desires for the County to expend the CDBG DRI Funds for the construction of the City Civic Center on the Combined Community Facility Site in conformity with the State's requirements for the use of CDBG DRI Funds; and

WHEREAS, upon the County's completion of construction of the Combined Community Facility, the County shall enter into a license agreement with the City for the City's use and operation of the City Civic Center; and

WHEREAS, it furthers the interests of and is in the best interest of City, School Board, and County to exchange and/or lease certain of the properties desired by each in order for the parties to provide new and/or improved facilities for use by the residents of Belle Glade; and

NOW, THEREFORE, in consideration of the exchange of properties, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Development of Combined Community Facility.

2.1 Construction. The School Board shall convey to the City the School Board Parcel as set forth in Section 8 of this Agreement. Concurrently with the School Board's conveyance of the School Board Parcel to City, City shall grant County a ninety-nine (99) year lease at no charge for use of the Combined Community Facility Site ("Library Lease"), which shall be in the form attached hereto as Exhibit "C" and made a part hereof. The County shall construct the Combined Community Facility on the Combined Community Facility Site. During construction of the Combined Community Facility, County shall provide City with written status reports.

2.2 Conceptual Plans. County shall prepare plans for the design and construction of the City Civic Center and will provide such plans to City. The Combined Community Facility will have one set of building systems, including restroom facilities, and will be designed and constructed in such a way that both the City and the County will maintain independent operations of the City Civic Center and the County Library, respectively. A conceptual floor plan of the City Civic Center is attached hereto as Exhibit "D" for informational purposes only ("CFP"). The County has the right to change the floor plan for any reason. Notwithstanding the foregoing, any change to the floor plan that impacts the City's Minimum Requirements, as set forth in Section 2.3 of this Agreement, and/or that results in the County being inconsistent with any joint use provision regarding the Combined Community Facility, as set forth in Section 9 of this Agreement, shall require the prior written approval of City in each instance. City's approval of any requested change shall not be unreasonably withheld, provided that, the resulting square footage and/or redesign shall be similar to what was originally contemplated by the City's Minimum Requirements. County shall submit plans and specifications for all such changes to City for City's written approval prior to County commencing work on same. City shall provide a written response within thirty (30) days after receipt of request therefor by County, failing which City shall be deemed to have consented to such plans and specifications.

2.3 City's Minimum Requirements. All of the following set forth in this Section 2.3 shall hereinafter be referred to as the "City's Minimum Requirements".

(i) The City Civic Center shall consist of: (a) a multipurpose room, inclusive of a stage that measures a minimum of 65' x 35' that provides a raised area ("Stage") for presentations, bands for dances, and other similar uses, but which will not include the capability for drama productions; (b) a catering area that measures approximately 15' x 30' for catering prep and food warming/distribution; and (c) a storage area that measures approximately 15' x 23'. The multipurpose room shall include an accordion type divider so that the multipurpose room can be separated into two (2) separate meeting rooms which are designated on the CFP and hereinafter referred to as Meeting Room A and Meeting Room B. Meeting Room A shall include direct access: (a) for egress and ingress to and from the shared lobby, including access from the shared lobby to the shared restrooms; (b) to the catering area, including the serving window; and (c) to the storage area. Meeting Room B shall include the Stage.

(ii) The County will design and construct the Combined Community Facility so that the entrance to the City Civic Center from the shared lobby will have a unique but compatible identity which clearly delineates the City Civic Center from the County Library.

(iii) The County shall install a monument type sign ("Sign") near the entrance of the Combined Community Facility which: (a) delineates the County Library and the City Civic Center as two (2) distinct facilities and (b) includes language that identifies that the City Civic Center is located at the Combined Community Facility. The County shall prepare detailed design plans for the Sign and shall submit same to City for City's review. City shall have thirty (30) days to review the plans and provide the County with written comments, which shall be provided to County within the 30-day time frame. The County shall take the City's

comments into consideration and shall endeavor to incorporate the City's comments into the design so long as the County deems them to be reasonable. County's consent to the incorporation of the comments into the design will not be unreasonably withheld. The plans submitted by County shall be deemed approved by City in the event City fails to provide written comments within such review time.

2.4 Development Approvals and Permits. County shall be responsible for obtaining all development approval and permits required for the construction of the Combined Community Facility. City, as the property owner, shall timely provide County with executed applications and consents as required. Furthermore, City, as the property owner, shall within thirty (30) days of the Effective Date of this Agreement: (i) dedicate the real property described on Exhibit "E" attached hereto and made a part hereof ("Dedicated Property") as public right of way and (ii) record a Unity of Title for the Combined Community Facility Site in the Public Records of Palm Beach County. County shall work diligently to obtain all required development approvals and permits within sixteen (16) months after the effective date of the Library Lease. In the event County is unable to obtain all development and permit approvals necessary for the construction of the Combined Community Facility, County may terminate the Library Lease and shall be released from all obligations set forth in this Agreement. Upon such termination, the City, at its sole cost and expense, shall become responsible for the construction of the City Civic Center and shall be released from any obligation to the County under this Agreement.

3. CDBG DRI Funds.

3.1 Availability of CDBG DRI Funds. The County's Department of Housing and Community Development ("HCD") has amended the CDBG DRI Funds agreement with the State to: (i) allow the use of the CDBG DRI Funds for the construction of the City Civic Center, and (ii) recognize that the Combined Community Facility project will be implemented by the County's Department of Facilities Development & Operations ("FDO") thus making the funding available directly from HCD to FDO for costs associated with the construction of the City Civic Center.

3.2 Use of CDBG DRI Funds. The County agrees to exercise commercially reasonable efforts to maximize the size of the City Civic Center using the CDBG DRI Funds available. The City acknowledges that the Library Taxing Unit cannot subsidize the City Civic Center with Library Taxing Unit funding and as such the CDBG DRI Funds are the determining factor in the ultimate size of the City Civic Center. The parties acknowledge that the CDBG DRI Funds cannot be used for the County Library portion of the Combined Community Facility. The City agrees to work with the County to identify and secure additional grant funding for the City Civic Center; however, the City shall have no obligation to provide any additional funding for the City Civic Center or funding for the County Library.

3.3 Disposition of CDBG DRI Funds Upon Termination Pursuant to Section 2.4. In the event County terminates the Library Lease in accordance with Section 2.4 of this Agreement, County shall have no further obligation to the City to provide the CDBG DRI Funds for the construction of the City Civic Center, provided however, the City may petition HCD for the use of the remaining CDBG DRI Funds in connection with eligible projects for the benefit of the City.

4. Intentionally Deleted.

5. Evidence of Title.

5.1 County has obtained a title insurance commitment from SouthEast Guaranty & Title, Inc. in the amount of \$117,040 to insure the marketability of the leasehold to the Combined Community Facility Site. The cost of said commitment and any premium for title insurance issued pursuant to such commitment shall be borne by County.

5.2 From and after the Effective Date of this Agreement, neither City nor School Board shall take any action which would impair or otherwise affect title to any portion of the Combined Community Facility Site or cause damage or waste to such property, and shall record no documents in the Public Records which would affect title to such property, without the prior written consent of the other party, and County.

6. Intentionally Deleted.

7. Conveyance by City.

7.1 Consideration. In exchange for the conveyance of the School Board Parcel, the City shall convey to the School Board a parcel of real property in Belle Glade of approximately equivalent size as the School Board Parcel or other compensation package consisting of improved or unimproved real property, which the City and the School Board are to mutually agree upon. The School Board and the City each acknowledge that: (i) the County is currently in the process of designing the Combined Community Facility; (ii) that the entire Combined Community Facility Site is required in order for the construction of the Combined Community Facility to be completed; (iii) the County is proceeding with the design of the Combined Community Facility in reliance on the School Board Parcel being conveyed pursuant to the terms set forth in this Agreement and (iv) the County is a third-party beneficiary to the obligation of the School Board to convey the School Board Parcel to the City and therefore, County is entitled to the remedies as set forth in Section 16.5 of this Agreement.

7.2 City Parcel. Not later than December 1, 2011, the School Board shall provide the City with written notice of the City-owned parcel that the School Board desires the City to convey to the School Board ("City Parcel"). The City shall provide a written response to the School Board's request within ten (10) business days of receipt of the School Board's notice that either: (i) approves the School Board's request for the City Parcel; or (ii) rejects the School Board's request for the City Parcel. In the event that the City approves the School Board's request, the City and School Board shall prepare and execute an amendment to this Agreement setting forth the School Board's rights to inspect the City Parcel, the closing date and other details of the conveyance of the City Parcel. Any amendment to this Agreement regarding the conveyance of the City Parcel by the City to the School Board prepared to effectuate the terms of this Section shall not require the joinder, consent or approval of the County.

7.3 Alternative City Parcel. In the event that the City rejects the School Board's request for the City Parcel, representatives of the City and School Board, including the City Manager and School Board's Chief of Facilities Management shall meet within ten (10) business days to discuss whether there are alternatives to the City Parcel that are acceptable to the School Board ("Alternative City Parcel"). In the event that the City and School Board agree upon the conveyance of the Alternative City Parcel, the City and the School Board shall prepare and execute an amendment to this Agreement setting forth the School Board's rights to inspect the Alternative City Parcel, the closing date and other details of the conveyance of the Alternative City Parcel. Any amendment to this Agreement regarding the conveyance of the Alternative City Parcel by the City to the School Board prepared to effectuate the terms of this Section shall not require the joinder, consent or approval of the County.

7.4 School Board's Rights of Use. In the event that the City and School Board are unable to reach an agreement on the Alternative City Parcel by January 31, 2012, beginning (i) February 1, 2012, or (ii) the date upon which the construction of the Combined Community Facility is completed and the County Library opens for use, whichever occurs last ("Start Date"), the City shall make Meeting Rooms A and B of the City Civic Center, as designated on the CFP, available, to the School Board for School Board training meetings and other School Board meetings up to twenty (20) hours per week, at no cost or expense to the School Board ("Rights of Use"). The School Board's Rights of Use shall be consistent with the License Agreement outlined in Section 9 of this Agreement and shall be memorialized in an amendment to this Agreement; however, the School Board's Rights of Use shall begin on the Start Date and shall not be denied or delayed pending the approval of the amendment by the City and School Board. Any amendment to this Agreement regarding the School Board's Rights of Use prepared to effectuate the terms of this Section shall require the joinder, consent or approval of the County. Notwithstanding anything in this Section 7.4 to the contrary, City may pay the School Board the sum of fifty-six thousand dollars (\$56,000.00) ("Payment") by the Start Date in lieu of granting the School Board the Rights of Use as set forth herein. Upon the School Board's receipt of the Payment, both the City and the County shall be relieved of any and all obligations to the School Board as set forth in this Agreement.

8. Closing Procedures. Within fifteen (15) days after the Effective Date of this Agreement, the School Board shall convey to the City the School Board Parcel ("Closing"). The Closing shall take place in a location mutually agreed upon by the parties. School Board shall prepare all of the closing documents and shall submit copies of same to City no less than seven (7) days before Closing. At Closing, School Board shall deliver, or cause to be delivered to City, the following documents, each fully executed and acknowledged as required: (i) a Special Warranty Deed,

conveying good and marketable fee simple title to School Board Parcel, subject only to the permitted exceptions listed on Exhibit "F" attached hereto and made a part hereof ("Permitted Exceptions"); (ii) a Seller's Affidavit stating that the property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit SouthEast Guaranty & Title, Inc., to delete the "Gap" and "Standard Exceptions" from the title insurance policy and to insure County's leasehold interest in the Combined Community Facility Site in accordance with Section 5 of this Agreement, subject only to the Permitted Exceptions; (iii) any such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as City, County or the title company may require. The Special Warranty Deed shall be in the form attached hereto as Exhibit "G" and made a part hereof. At Closing, School Board shall deliver full, complete, and exclusive possession of School Board Parcel to the City. City shall pay the cost of recording the deed of conveyance. School Board shall pay the documentary stamps, if any, affixed to the deed of conveyance. School Board shall pay all costs necessary to cure title defect(s) or encumbrances, other than any Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the School Board Parcel.

9. Shared Use of the Combined Community Center. The County shall grant the City a license to use the Combined Community Facility, exclusive of the County Library ("Licensed Premises"), and will enter into a license agreement with the City which shall set forth the specific terms and conditions of use regarding the Licensed Premises, together with the procedures for implementation of the same ("License Agreement") upon completion of construction of the Combined Community Facility. For purposes of this Section 9, the County Library hours of operation are: Monday through Wednesday 10:00 a.m. to 8:00 p.m. and Thursday through Saturday 10:00 a.m. to 5:00 p.m. ("Library Hours"). The foregoing Library Hours exclude County holidays and are subject to change. The terms and conditions of the License Agreement shall be consistent with the following:

- (i) The County shall be responsible for the performance and payment of all maintenance, including routine cleaning and custodial services, and repairs to the Combined Community Facility. In the event that any maintenance or repairs to the Licensed Premises arise from any negligent or intentional act or omission of the City, its employees, agents or invitees. County shall complete the necessary repairs and City shall reimburse County for all expenses incurred by County in doing so; and
- (ii) The City shall be solely responsible for the scheduling of the use of the City Civic Center ("Scheduling Rights"). Notwithstanding the foregoing, during Library Hours the County shall have the right to reserve for its use: (a) Meeting Room B for ten (10) hours per week, provided that, the County notifies the City of its requested use at least twenty-one (21) days prior to the date of its requested use and (b) both Meeting Room A and Meeting Room B twelve (12) times per year, provided that, the County notifies the City of its requested use at least thirty (30) days prior to the date of its requested use. The foregoing shall not be construed to limit the County's ability to reserve for its use during Library Hours: (a) Meeting Room A or Meeting Room B or (b) both Meeting Room A and Meeting Room B for more than the specified times, provided that such meeting room(s) is available and the County complies with the scheduling procedures established by the City. In the event the School Board is entitled to Rights of Use as set forth in Section 7.4 of this Agreement, the City, the School Board and the County shall work cooperatively to maximize the use of Meeting Rooms A and B by the public and each acknowledge that the School Board's Rights of Use shall not interfere with the County's rights of use as set forth in this Section 9(ii); and
- (iii) The City may schedule the City Civic Center for any use it chooses that is consistent with any federal grant related funding requirements; however, any use other than meetings or lectures requires the County's prior written approval in order to ensure that the costs of the event, beyond normal operating costs of the Combined Community Facility, are borne by the City and/or event applicant. County will respond to City's request for use with County's approval or request for additional information within three (3) business days of County's receipt of City's initial request. The County's review of the request for use will be limited to determining the impact of the requested use on the Combined Community Facility, including, but not limited to the need for specialized custodial services, security,

HVAC and/or electrical support, insurance coverage and traffic control. The County may condition its approval on the City or event applicant reimbursing the County for any costs and/or expenses incurred as a result of the event. The County will develop a standard fee schedule for commonly used services. In addition, the County may require that the City and/or event applicant provide the County with insurance coverage that will be specific to the event, such as general liability and/or liquor liability; and

- (iv) Without waiving the right to sovereign immunity as provided by Florida State Statutes §768.28, both the County and the City acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that either the County or the City maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Florida State Statutes §768.28, both the County and the City shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Both the County and the City shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida State Statute Chapter 440. When requested, both the County and the City shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the County and the City recognize as acceptable for the foregoing coverage. Compliance with the foregoing requirements shall not relieve either the County or the City of its liability and obligations under the License Agreement; and
- (v) When the City Civic Center is scheduled for use by the public after Library Hours, the City shall provide for at least one (1) City employee to be physically present at the Combined Community Facility at all times in order to ensure that: (a) the public has access; (b) the use of the City Civic Center is in conformance with the use approved; and (c) the Combined Community Facility is secure after such use ("Access Obligations"). During Library Hours and when the County uses the City Civic Center after Library Hours, the County will ensure that all Access Obligations are fulfilled; and
- (vi) The City shall designate a person to act as the County's single point of contact for all matters relating to the City Civic Center and the County shall designate a person to act as the City's single point of contact for all matters relating to the County Library. All coordination between the County Library and the City Civic Center shall occur locally in Belle Glade, except for the approval of requests for use, other than meetings and lectures that require the approval of the County's Facilities Development & Operations Department after review by the County Library point of contact.

10. Maintenance. Between the Effective Date of this Agreement and closing, each party shall maintain its property in the condition in which it existed as of the Effective Date and shall bear the risk of any loss, damage or casualty to such property prior to closing. Each party shall have access to the property being acquired by such party at any reasonable time prior to the applicable closing to verify compliance herewith.

11. Assessments. If as of the applicable closing date, assessments or charges have been imposed against the premises or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the closing date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the applicable property owner at closing. Any other assessments not deemed to be due and payable as aforesaid which burden a property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

12. Mineral Rights. Each party hereby petitions the other party, pursuant to Florida Statutes Section 270.11, to convey the property being conveyed by such party without a reservation of mineral and petroleum rights. Each party hereby finds that conveyance without such rights is

appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and developability of the property being conveyed.

13. Radon Gas. Florida Statutes Section 404.056(5) requires that the following statement be included in this agreement: "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 testing may be obtained from your county health department."

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

14.1 County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0210

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

14.2 School Board:

Chief of Facilities Management
School Board of Palm Beach County
3300 Forest Hill Blvd., B-302
West Palm Beach, Florida 33406
Fax: 561-357-7569

With a copy to:

Chief Counsel
P.O. Box 19239
West Palm Beach, Florida 33416-9239
Fax: 561-357-7647

14.3 City:

City of Belle Glade
Attention: City Manager
110 Dr. Martin Luther King, Jr. Boulevard West
Belle Glade, Florida 33430-3900
Fax: 561-992-2221

With a copy to:

Law Offices of Glen J. Torcivia, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Fax: 561-686-8764

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

15. Assignment. Neither County nor School Board nor City may assign this Agreement or any interest herein without the prior written consent of the other parties, which may be granted or withheld in each such party's sole and absolute discretion.

16. Default.

16.1 Defaults by School Board. Except in connection with a default by the School Board regarding the School Board's conveyance of the School Board Parcel to the City as set forth in this Agreement, in the event School Board fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, City shall have the right to: (1) grant School Board a reasonable period of time within which to cure such default during which time School Board shall utilize School Board's commercially reasonable efforts, including bringing suit, to remedy such default; or (2) seek specific performance of the terms of this Agreement. In the event City elects option number one (1) set forth hereinabove and School Board fails or is unable to cure such default within the applicable time period, City shall have the rights identified in option number two (2) set forth hereinabove. In the event City elects option number two (2) and City is unable to obtain specific performance of this Agreement for any reason, City shall have the right to pursue damages.

16.2 Defaults by City. In the event City fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to City, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant City a reasonable period of time within which to cure such default during which time City shall utilize City's commercially reasonable efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and City fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

16.3 Defaults by County. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, City shall have the right to: (1) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's commercially reasonable efforts, including bringing suit, to remedy such default; or (2) seek specific performance of the terms of this Agreement. In the event City elects option number one (1) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, City shall have the rights identified in option number two (2) set forth hereinabove. In the event City elects option number two (2) and City is unable to obtain specific performance of this Agreement for any reason, City shall have the right to pursue damages.

16.4 Default by City re Section 7.4. Notwithstanding anything to the contrary set forth in this Section 16, in the event the City fails, neglects or refuses to perform any term, covenant, or condition regarding Section 7.4 of this Agreement, then School Board shall notify the County in writing of the City's default ("Default Notice"). Upon County's receipt of the Default Notice: (i) County shall within seven (7) days pay the School Board the Payment on behalf of the City ("Guaranty Payment") and (ii) the City's License Agreement shall automatically be revoked. The Guaranty Payment is agreed on as the amount of damages that will be sustained by the School Board through the City's breach of Section 7.4 of this Agreement, it being impracticable or extremely difficult to fix the actual damage at the time of making this Agreement. In the event the County fails to perform any term, covenant, or condition regarding the Guaranty Payment as

provided in this Section 16.4, then the School Board shall grant the County a reasonable period of time within which to cure such default ("Extension to Cure") during which time the County shall utilize its commercially reasonable efforts, to remedy such default. In the event County fails or is unable to cure such default within the Extension to Cure, School Board shall be entitled to seek specific performance of the terms of this Agreement. The County and School Board acknowledge that the Guaranty Payment shall be in full as liquidated damages and not a penalty. Upon the School Board's receipt of the Guaranty Payment, which is the School Board's sole remedy for City's default in performing its obligations set forth in Section 7.4 of this Agreement both the City and the County shall be relieved of any and all obligations to the School Board as set forth in this Agreement.

16.5 Default by School Board re conveyance of School Board Parcel to the City. Notwithstanding anything to the contrary set forth in this Section 16, in the event the School Board fails, neglects or refuses to perform any term, covenant, or condition regarding the conveyance of the School Board Parcel to the City as set forth in this Agreement, then County shall have the right to: (1) terminate this Agreement by written notice to School Board and City, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant School Board a reasonable period of time within which to cure such default during which time School Board shall utilize School Board's commercially reasonable efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and School Board fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement after commercially reasonable efforts, County shall have the right to terminate this Agreement and pursue damages.

17. Reinstatement of City's License Agreement. In the event the City's License Agreement is revoked, pursuant to Section 16.4 above, the City shall have the option to reimburse the County for County's payment of the Guaranty Payment to the School Board. Upon County's receipt of such reimbursement, the County will provide written notice to the City of the reinstatement of its License Agreement.

18. Governing Law & Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

19. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

20. Attorney's Fees. Each party shall each pay its own attorneys' fees, if applicable.

21. Real Estate Broker. Each party to this Agreement: (i) represents to the other parties that it has not dealt with any broker, salesperson, agent or finder in connection with this Agreement, and (ii) agrees to pay or to contest any and all commissions and/or finder's fees asserted by any broker, salesperson, agent, or finder claiming to have dealt with such party in connection with this Agreement. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

22. Condemnation. In the event that all or any part of a party's property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, the other parties hereunder shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings.

23. Incorporation By Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement.

24. Cooperation. The parties to this Agreement agree to cooperate with each other and execute any and all documents necessary to effectuate this Agreement for the purposes stated herein.
25. No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, but this Agreement shall be filed with the County Clerk as required by Chapter 163 of the Florida Statutes.
26. Time Of Essence. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00pm EST of the next business day.
27. Headings. The headings or captions appearing in this Agreement are for convenience only, and are not to be considered in interpreting this Agreement.
28. Integration; Entire Understanding. This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement, and may not be modified or amended, except in a writing signed by all of the parties hereto.
29. 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 another party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is 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.
30. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out by the performance of this Agreement.
31. Survival. The parties warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transactions contemplated by this Agreement.
32. Release of County. Upon City's granting of the Library Lease to County, and County's granting of the License Agreement, as evidenced by the execution of the lease and license by both City and County, County shall have no further obligations under this Agreement, except as provided for in Section 16.4, Section 17 and Section 31 of this Agreement.
33. Effective Date of Agreement. This Agreement shall not become effective until executed by all parties, and the Effective Date of this Agreement shall be the later of the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board, or the date upon which the School Board of Palm Beach County approves this Agreement at a formal meeting of the School Board, or the date upon which the City Commission of Belle Glade approves this Agreement at a formal meeting of the City Commission.
34. Palm Beach County Office of the Inspector General. Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, the School Board and each of their respective officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered
in the presence of:

THE CITY OF BELLE GLADE, a municipal
corporation of the State of Florida

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
City Clerk

By: _____
City Attorney

ATTEST:

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA, a corporate
body politic pursuant to the Constitution of
the State of Florida

By: _____
Arthur C. Johnson, PhD., Superintendent

By: _____
Monroe Benaim, M.D., Chairman

APPROVED AS TO FORM:

School Board Attorney

Date: _____

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT A -	School Board Parcel
EXHIBIT B -	Combined Community Facility Site
EXHIBIT C -	Library Lease
EXHIBIT D -	Conceptual City Civic Center Floor Plan
EXHIBIT E -	Dedicated Property
EXHIBIT F -	Permitted Exceptions
EXHIBIT G -	Special Warranty Deed

EXHIBIT "A"

SCHOOL BOARD PARCEL

THE SOUTH HALF (S ½) OF THE WEST 330 FEET OF THE NORTH 660 FEET OF STATE LOT 16, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, ACCORDING TO AN UNRECORDED PLAT OF SAID LANDS ENTITLED "LANDS OFFERED FOR SALE IN THE EVERGLADES BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, TALLAHASSEE, FLA., DEC. 1ST, 1916", AS ON FILE IN THE OFFICE OF SAID TRUSTEES AT TALLAHASSEE, FLORIDA;(LESS HOWEVER THE WEST 30 FEET AND THE SOUTH 40 FEET OF THE ABOVE DESCRIBED LAND.) SAID LAND LYING SITUATE AND BEING IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

COMBINED COMMUNITY FACILITY SITE

THE NORTH HALF (N ½) OF THE WEST 330 FEET OF THE NORTH 660 FEET OF STATE LOT 16, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, ACCORDING TO AN UNRECORDED PLAT OF SAID LANDS ENTITLED "LANDS OFFERED FOR SALE IN THE EVERGLADES BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, TALLAHASSEE, FLA., DEC. 1ST, 1916", AS ON FILE IN THE OFFICE OF SAID TRUSTEES AT TALLAHASSEE, FLORIDA; LESS HOWEVER THE WEST 30 FEET THEREOF AND LESS THE RIGHT OF WAY (10') FOR NW AVENUE H. SAID LAND LYING, SITUATE AND BEING IN PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH HALF (S ½) OF THE WEST 330 FEET OF THE NORTH 660 FEET OF STATE LOT 16, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, ACCORDING TO AN UNRECORDED PLAT OF SAID LANDS ENTITLED "LANDS OFFERED FOR SALE IN THE EVERGLADES BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, TALLAHASSEE, FLA., DEC. 1ST, 1916", AS ON FILE IN THE OFFICE OF SAID TRUSTEES AT TALLAHASSEE, FLORIDA; (LESS HOWEVER THE WEST 30 FEET AND THE SOUTH 40 FEET OF THE ABOVE DESCRIBED LAND.) SAID LAND LYING SITUATE AND BEING IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT "C"
LIBRARY LEASE

LEASE AGREEMENT

between

**THE CITY OF BELLE GLADE, A MUNICIPAL CORPORATION OF THE STATE OF
FLORIDA
(Landlord)**

and

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into _____, by and between **THE CITY OF BELLE GLADE**, a municipal corporation of the State of Florida, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, located at 725 NW 4th Street, Belle Glade, Florida, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, Landlord and County are entering into this Lease, pursuant to the terms of the Interlocal Agreement (R_____) dated _____, among the Landlord, County and the School Board of Palm Beach County, Florida; and

WHEREAS, County desires to lease the Property in order to construct a combined community facility, which will house the County's library ("County Library") and the Landlord's new replacement civic center ("City Civic Center"). The County Library and the City Civic Center shall collectively be referred to as the "Combined Community Facility"; and

WHEREAS, Landlord is willing to lease the Property to the County for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord 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 shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the execution by both parties, and said term shall extend for a period of ninety-nine (99) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

ARTICLE II RENT

Section 2.01 Rent Free Occupancy.

In consideration of the improvements constructed by County pursuant to the terms of this Lease, County shall be entitled to use and occupy the Premises without payment of rent or any additional consideration, except as expressly provided herein.

Section 2.02 Assessments.

County shall pay before delinquency all non ad valorem assessments which may be levied by any governmental authority against the Premises or County's improvements constructed on the Property and shall pay any and all taxes, assessments and other impositions levied and charged upon the Landlord or County by virtue of the rights and privileges arising under this Lease or the County's use of the Premises.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of the Combined Community Facility. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Premises in order to conform therewith subsequent to the completion of the Project.

Section 3.03 Hazardous Substances.

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any improvements constructed upon the Property shall vest in Landlord.

ARTICLE IV
ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Construction of Project.

(a) Landlord hereby conceptually approves the construction of the improvements to be constructed on the Premises as described in Exhibit "B" attached hereto (the "Project"). Prior to commencing construction of the Project, County shall provide the Landlord with a copy of the detailed design and construction plans and specifications for the City Civic Center. A conceptual floor plan of the City Civic Center is attached hereto as Exhibit "C" for informational purposes only ("CFP"). County shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for County's intended use. All work done by County in connection with the Project shall be done in a good and workmanlike manner. All design, permitting, and construction shall be performed by County at its sole cost and expense. County shall submit its applications for development approval and permits to the appropriate regulatory agencies for approval. Landlord shall timely execute all consents, applications, plat or re-plats, unity of title, and/or owner authorizations for such government approvals as may be required of Landlord as property owner. In the event County is unable to obtain all development and permit approvals necessary for the construction of the Project, County may terminate this Lease upon written notice to Landlord whereupon the parties shall be relieved of all further obligations hereunder.

(b) Upon receipt of the necessary government approvals, County shall be authorized to commence the Project. County shall make reasonable, good faith effort to provide Landlord with no less than thirty (30) days written notice prior to the commencement of construction. Any required or requested changes to the City Civic Center plans and specifications that impact the Landlord's Minimum Requirements, as set forth in Exhibit "B" of this Lease, and/or results in County being inconsistent with any joint use provision regarding the Combined Community

Facility as set forth in Section 9 of the Interlocal Agreement shall require the prior written approval of Landlord in each instance. Landlord's approval of any requested change shall not be unreasonably withheld, provided that, the resulting square footage and/or redesign shall be similar to what was originally contemplated by the Landlord's Minimum Requirements. County shall submit plans and specifications for all such changes to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide a written response within thirty (30) days after receipt of request therefor by County, failing which Landlord shall be deemed to have consented to such plans and specifications.

Section 4.03 Alterations.

After completion of the Project, County shall be entitled to make alterations, improvements, or additions to the Premises ("Alterations") at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the City Civic Center, that will impact the Landlord's Minimum Requirements, as set forth in Exhibit "B" of this Lease, and/or results in County being inconsistent with any joint use provision regarding the Combined Community Facility as set forth in Section 9 of the Interlocal Agreement shall require the prior written approval of Landlord in each instance. Landlord's approval of any requested change shall not be unreasonably withheld, provided that, the resulting square footage and/or redesign shall be similar to what was originally contemplated by the Landlord's Minimum Requirements. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide a written response within thirty (30) days after receipt of request therefor by County, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

Section 4.04 Construction Liens.

Landlord and County shall comply with the Construction Lien Law, Florida State Statutes Chapter 713, Part I, to the extent applicable to Landlord and County, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida State Statutes §255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord.

Landlord shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises. Notwithstanding the foregoing, in the event that any maintenance or repairs to the Premises arise from any negligent or intentional act or omission of Landlord, its employees or agents, County shall complete the necessary repairs and Landlord shall reimburse the County for all expenses incurred by County in doing so.

Section 5.02 Responsibility of County.

County shall maintain the Premises in good condition and repair, normal wear and tear and casualty excepted, at its sole cost and expense.

ARTICLE VI INSURANCE

Section 6.01 Liability Insurance.

Without waiving the right to sovereign immunity as provided by Florida State Statutes §768.28, both the County and the Landlord acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that either the County or the Landlord maintains third-party Commercial

General Liability in lieu of exclusive reliance of self-insurance under Florida State Statutes §768.28, both the County and the Landlord shall maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. Both the County and the Landlord shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida State Statute Chapter 440. When requested, both the County and the Landlord shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the County and the Landlord recognize as acceptable for the foregoing coverage. Compliance with the foregoing requirements shall not relieve either the County or the Landlord of its liability and obligations under this Lease.

Section 6.02 Personal Property.

All of County's personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents' or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance of Combined Community Facility. Building insurance may be provided by County at its option, with County as the sole beneficiary of any proceeds as a result of loss.

**ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES AND/OR
COUNTY'S ALTERATIONS**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event County exercises its right to terminate this Lease due to any such casualty which was due to the negligence or intentional acts or omission of the County, its employees or its agents, upon Landlord's written request, County shall restore the Premises to the condition it was in as of the Effective Date of this Lease. In the event County does not exercise its right to terminate this Lease due to any such casualty, County shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. Notwithstanding the above, nothing contained herein shall obligate County to restore the Premises.

**ARTICLE VIII
INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida State Statutes, §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such party's negligent, willful, or intentional acts or omissions.

**ARTICLE IX
UTILITIES AND SERVICES**

County shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, gas, electricity, cable, trash collection and removal and any other utilities. Landlord shall not be liable for any interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Neither the County nor the Landlord may assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without the other party's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County or Landlord shall be released from any further obligations hereunder, as applicable. In the event of an approved sale, mortgage, pledge, or encumbrance of the Property by Landlord, such sale, mortgage, pledge, or encumbrance of the Property shall be subject to the terms of this Lease.

**ARTICLE XI
DEFAULT**

Section 11.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (ii) County's vacating or abandoning the Premises; or (iii) County's leasehold estate being 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, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, 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 such period or within a reasonable period thereafter if the same cannot be cured within such period, provided that County diligently proceeds with the curing of the default and undertakes such cure within such period and the Landlord is so notified, this Lease shall continue.

Section 11.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

**ARTICLE XII
ACCESS BY LANDLORD**

From the Effective Date of this Lease until the County completes construction of the Project and enters into a License Agreement with the Landlord as provided for in Section 9 of the Interlocal Agreement, neither Landlord nor Landlord's agents and employees shall have the right to enter upon the Premises. The foregoing restriction applies to Landlord in its capacity as property owner and not when Landlord is acting in its regulatory capacity. Subsequent to Landlord and County entering into such License Agreement, Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and Landlord shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

**ARTICLE XIII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason related to annual budgetary funding upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligations hereunder.

**ARTICLE XIV
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of: (a) this Lease; and (b) Sections 7.4 and 9 of the Interlocal Agreement, if applicable.

**ARTICLE XV
CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01 Waiver, Accord and Satisfaction.

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

Section 16.02 Public Entity Crimes.

As provided in Florida State Statutes §287.132-133, Landlord hereby certifies that neither Landlord nor its 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 State Statutes §287.133 (3)(a).

Section 16.03 Entire Agreement.

The Interlocal Agreement, this Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County 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 Landlord or County unless reduced to writing and signed by them.

Section 16.04 Notices.

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

- (a) If to the Landlord at:

City of Belle Glade
Attention: City Manager
110 Dr. Martin Luther King, Jr. Boulevard West
Belle Glade, Florida 33430-3900
Fax: 561-992-2221

With a copy to:

Law Offices of Glen J. Torcivia, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407
Fax: 561-686-8764

- (b) If to the County at:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Fax: 561-355-4398

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

Section 16.05 Brokers' Commission.

Each of the parties represents to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 16.06 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 or 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 16.07 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 16.08 Recording.

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

Section 16.09 Waiver of Jury Trial.

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

Section 16.10 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.

Section 16.11 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 16.12 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.

Section 16.13 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 16.14 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 16.15 Non-Discrimination.

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

Section 16.16 Construction.

No party shall be considered the author of this Lease 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 Lease 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 is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 16.17 Incorporation by Reference.

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

Section 16.18 Effective Date of Lease.

This Lease is expressly contingent upon the approval 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.

Section 16.19 Palm Beach County Office of the Inspector General.

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Landlord and its officers, agents, employees, and lobbyists in order to ensure compliance with the lease specifications and to detect waste, corruption and fraud.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

LANDLORD:

ATTEST:

CITY OF BELLE GLADE, a municipal corporation of the State of Florida

By: _____
City Clerk

By: _____
Mayor

(City Seal)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

City Attorney

Signed and delivered in the presence of:

Witness Name

Print Witness Name

Witness Name

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this _____ day of _____, 2010, before me personally appeared _____, Mayor, personally known to me or who produced _____ as identification and who did () did not () take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.

Notary Public, State of Florida
Print Name _____
Commission No. _____
My Commission Expires: _____

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

SCHEDULE OF EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY**
- EXHIBIT "B" - DESCRIPTION OF THE PROJECT**
- EXHIBIT "C" - CONCEPTUAL CITY CIVIC CENTER FLOOR PLAN**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE "PROPERTY"

THE NORTH HALF (N ½) OF THE WEST 330 FEET OF THE NORTH 660 FEET OF STATE LOT 18, SECTION 31, TOWNSHIP 48 SOUTH, RANGE 37 EAST, ACCORDING TO AN UNRECORDED PLAT OF SAID LANDS ENTITLED "LANDS OFFERED FOR SALE IN THE EVERGLADES BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, TALLAHASSEE, FLA., DEC. 1ST, 1916", AS ON FILE IN THE OFFICE OF SAID TRUSTEES AT TALLAHASSEE, FLORIDA; LESS HOWEVER THE WEST 30 FEET THEREOF AND LESS THE RIGHT OF WAY (10') FOR NW AVENUE H. SAID LAND LYING, SITUATE AND BEING IN PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH HALF (S ½) OF THE WEST 330 FEET OF THE NORTH 660 FEET OF STATE LOT 18, SECTION 31, TOWNSHIP 48 SOUTH, RANGE 37 EAST, ACCORDING TO AN UNRECORDED PLAT OF SAID LANDS ENTITLED "LANDS OFFERED FOR SALE IN THE EVERGLADES BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, TALLAHASSEE, FLA., DEC. 1ST, 1916", AS ON FILE IN THE OFFICE OF SAID TRUSTEES AT TALLAHASSEE, FLORIDA; (LESS HOWEVER THE WEST 30 FEET AND THE SOUTH 40 FEET OF THE ABOVE DESCRIBED LAND.) SAID LAND LYING SITUATE AND BEING IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

DESCRIPTION OF THE PROJECT

The Project shall consist of improvements to be constructed on the Premises consisting of an approximately 16,900 square foot Combined Community Facility, approximately 13,800 square feet to be used as the County Library and approximately 3,100 square feet to be used as the City Civic Center. The Combined Community Facility will have one set of building systems, including restroom facilities, and will be designed and constructed in such a way that both the Landlord and the County will maintain independent operations of the City Civic Center and the County Library, respectively.

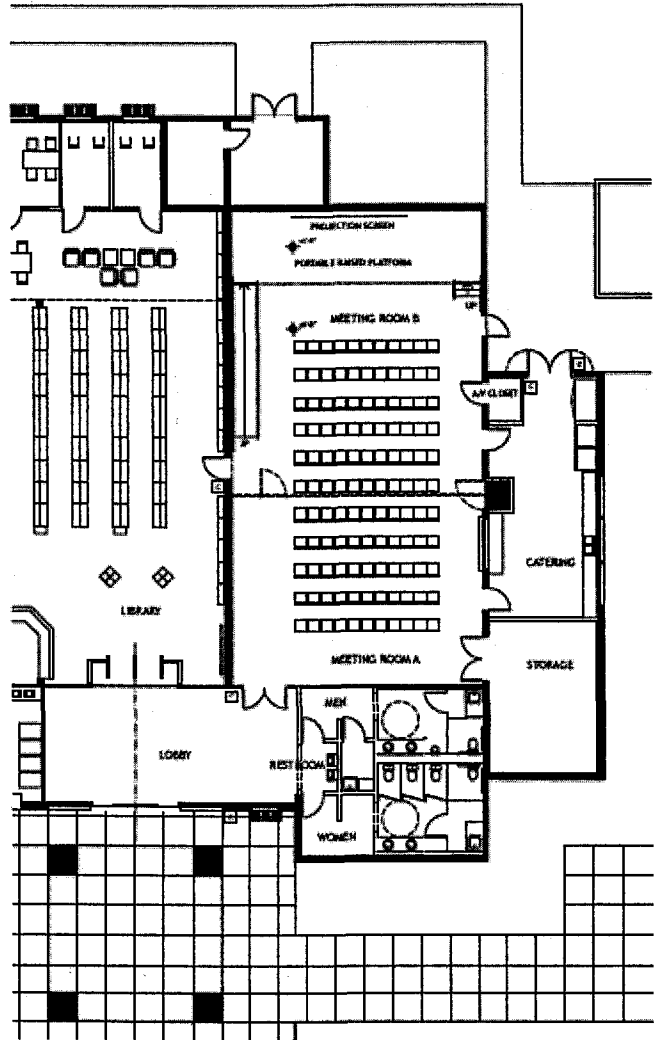
The Project will include: (i) parking for both cars and buses; (ii) a garbage dumpster with enclosure; and (iii) dry retention areas, together with code required landscaping.

The Project shall include the following Landlord's Minimum Requirements:

- (i) A City Civic Center that consists of: (a) a multipurpose room, inclusive of a stage that measures a minimum of 65' x 35' that provides a raised area ("Stage") for presentations, bands for dances, and other similar uses, but which will not include the capability for drama productions; (b) a catering area that measures approximately 15' x 30' for catering prep and food warming/distribution; and (c) a storage area that measures approximately 15' x 23'. The multipurpose room shall include an accordion type divider so that the multipurpose room can be separated into two (2) separate meeting rooms which are designated as Meeting Room A and Meeting Room B. Meeting Room A shall include direct access: (a) for egress and ingress to and from the shared lobby, including access from the shared lobby to the shared restrooms; (b) to the catering area, including the serving window; and (c) to the storage area. Meeting Room B shall include the Stage.
- (ii) An entrance to the City Civic Center from the shared lobby in the Combined Community Center that will have a unique but compatible identity which clearly delineates the City Civic Center from the County Library.
- (iii) A monument type sign ("Sign") to be installed near the entrance of the Combined Community Facility which: (a) delineates the County Library and the City Civic Center as two (2) distinct facilities and (b) includes language that identifies that the City Civic Center is located at the Combined Community Facility.

EXHIBIT "C"

CONCEPTUAL CITY CIVIC CENTER FLOOR PLAN



1. PARTIAL FLOOR PLAN

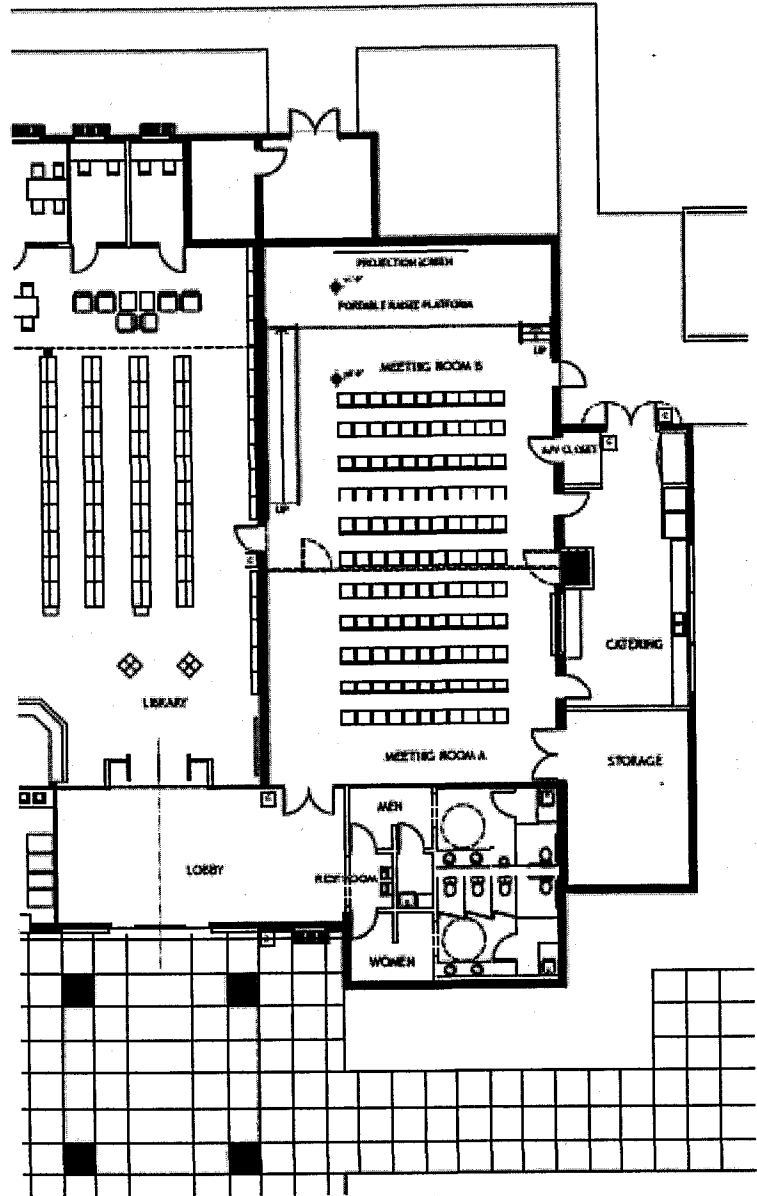
SCALE 1/8" = 1'-0"



04.20.2018

EXHIBIT "D"

CONCEPTUAL CITY CIVIC CENTER FLOOR PLAN



1. PARTIAL FLOOR PLAN

SCALE 1/8" = 1'-0"



ARCHITECTS
PLANNERS
1000 W. BROADWAY, SUITE 1000
DENVER, COLORADO 80202
TEL: 303.733.1111
WWW.ARP.COM

04.20.2001

EXHIBIT "E"

DEDICATED PROPERTY

The North 10 feet of the property as legally described in the Official Record Book 604, Page 692 of the public records of Palm Beach County, Florida, said property being:

the North half (N1/2) of the West 330 feet of the North 660 feet of State Lot 16, Section 31, Township 43 South, Range 37 East, according to an unrecorded plat of said lands entitled "Lands Offered For Sale In the Everglades by the Trustees of the Internal Improvement Fund, Tallahassee, Fla., Dec. 1st, 1916", as on file in the Office of said Trustees at Tallahassee, Florida; less however the West 30 feet thereof.

EXHIBIT "F"

PERMITTED EXCEPTIONS

Reservations in favor of the Trustees of the Internal Improvement Fund for minerals and petroleum rights recorded in Deed Book 480, Page 390, as modified in Deed Book 1062, Page 30, Public Records of Palm Beach County, Florida and the release of the right of entry as provided in Section 270.11(2)(b).

EXHIBIT "G"

SPECIAL WARRANTY DEED

This instrument prepared by:
Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3300 Forest Hill Blvd. C-302
West Palm Beach, FL 33406

After recording should be returned to:

PCN:

(Space Reserved for Clerk of
Court)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and given this ___ day of _____, 2010, by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic, having an address of 3661 Interstate Park Road North, Suite 200, Riviera Beach, Florida 33404, Attention: Director of Real Estate Services (the "Grantor"), to and in favor of the CITY OF BELLE GLADE, a municipal corporation of the State of Florida, whose address is 110 Dr. Martin Luther King, Jr. Boulevard West, Belle Glade, Florida 33430-3900, Attention: City Manager (the "Grantee").

That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to Grantee and Grantee's successors and assigns forever, those certain lands situate, lying and being in Palm Beach County, State of Florida, described as follows:

See Exhibit "A" attached hereto and made a part hereof (the "Property").

Subject only to reservations in favor of the Trustees of the Internal Improvement Fund for minerals and petroleum rights recorded in Deed Book 480, Page 390, as modified in Deed Book 1062, Page 30, Public Records of Palm Beach County, Florida and the release of the right of entry as provided in Section 270.11(2)(b). TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Pursuant to Section 270.11(2)(b), Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, metals or petroleum interests in the subject property.

[signature follows on next page]

IN WITNESS WHEREOF, Grantor has signed these presents the day and year first above written.

Signed and delivered
in the presence of:

GRANTOR:

ATTEST:

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate body
politic

By: _____
Arthur C. Johnson, Ph.D., Superintendent

By: _____
Monroe Benaim, M.D., Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
School Board Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Monroe Benaim, M.D., and Arthur C. Johnson, Ph.D., as the Chairman and Superintendent, respectively, of The School Board of Palm Beach County, Florida, a corporate body politic, freely and voluntarily on behalf of said corporate body politic. They are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

My Commission Expires:

Notary Public

Print Name

EXHIBIT "A"

Legal Description of School Board Property

THE SOUTH HALF (S ½) OF THE WEST 330 FEET OF THE NORTH 660 FEET OF STATE LOT 16, SECTION 31, TOWNSHIP 43 SOUTH, RANGE 37 EAST, ACCORDING TO AN UNRECORDED PLAT OF SAID LANDS ENTITLED "LANDS OFFERED FOR SALE IN THE EVERGLADES BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, TALLAHASSEE, FLA., DEC. 1ST, 1916", AS ON FILE IN THE OFFICE OF SAID TRUSTEES AT TALLAHASSEE, FLORIDA;(LESS HOWEVER THE WEST 30 FEET AND THE SOUTH 40 FEET OF THE ABOVE DESCRIBED LAND.) SAID LAND LYING SITUATE AND BEING IN PALM BEACH COUNTY, FLORIDA.
