

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 2, 2012 Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve a Lease Agreement with Delray Beach Playhouse, Inc., a Florida not-for-profit corporation, for the continued operation of the theatrical playhouse and related improvements located in a portion of Lake Ida Park East at 950 Lake Shore Drive in Delray Beach.

B) Adopt a Resolution finding that the Lease for a term of five (5) years with provision for automatic one (1) year extensions of the term, at an annual rental of One Dollar (\$1.00), is in the best interests of the County.

Summary: The Parks and Recreation Department desires to continue its relationship with the current tenant, Delray Beach Playhouse, Inc. (Playhouse), a not-for-profit group that originally developed and has continually operated the theatrical playhouse in Lake Ida Park East since January 1, 1957 through various extensions and modifications. The current Lease Agreement (R1994-1549D) expired on September 30, 2012. The annual rent under the Agreement is \$1. The initial term of the Agreement is for five (5) years commencing on October 1, 2012, after which the term will automatically be extended for successive periods of one (1) year each unless terminated by either party with one hundred eighty (180) day written notice. Playhouse will continue to provide live community theater, and will allow the use of the building by the County and others for cultural events and civic meetings that are considered to be beneficial to the community. (PREM) District 4 (HJF)

Background and Justification: Playhouse constructed, maintained and has been continually operating a community theater at the County's Lake Ida Park East in Delray Beach for 55 years. On January 1, 1957, the Board approved a Lease Agreement with the Playhouse for an initial term of 20 years. The Agreement was amended twice adding 10 years to the term, first on September 10, 1968, and again on June 7, 1977 (R77-557). On November 1, 1994 (R1994-1549D) the Board approved the current Lease Agreement for a term of 18 years expiring on September 30, 2012. Parks is satisfied with Playhouse's performance and services to the general public.

(continued on Page 3)

Attachments:

- 1. Location Map
- 2. Lease Agreement
- 3. Resolution
- 4. Budget Availability Statement
- 5. Disclosure of Beneficial Interests

Recommended By: [Signature] Department Director 9/8/12 Date

Approved By: [Signature] County Administrator 9/12/12 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X_____

Budget Account No: Fund 0001 Dept 580 Unit 5110 Object 4902
 Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
 OFMB
 9/18/12
 9/17/12
 9/14/12

[Signature] 9/27/12
 Contract Development and Control
 9-27-12
 FDO is is fairly evidence of Flood insurance.

B. Legal Sufficiency:

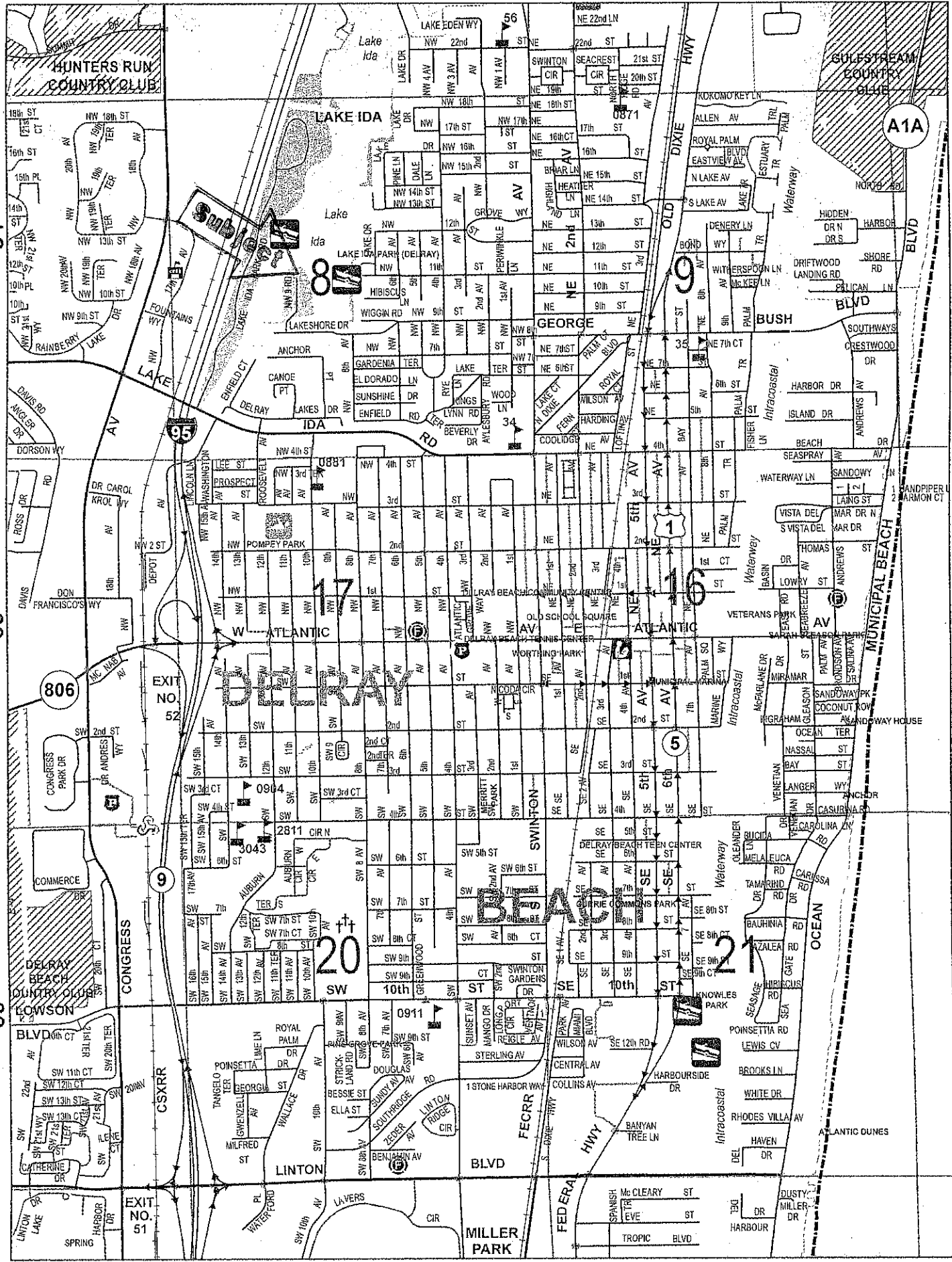
[Signature] 9/27/12
 Assistant County Attorney

C. Other Department Review:

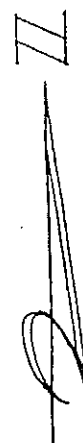
 Department Director

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

Background and Justification (cont.): Under this Agreement, Playhouse will have the exclusive use of the building and adjacent area of Lake Ida Park East. The parking areas of the Lake Ida Park East are available for Playhouse's use and special events are to be coordinated with Parks. The Playhouse has the ability to name the building, make interior improvements and install an entrance sign subject to Director of Parks approval. The building's electric and water are separately metered and Playhouse is responsible for utility charges, all maintenance and insurance of the buildings and grounds within the defined premises. Playhouse, a Florida Non Profit Corporation 501(c)(3), provided the attached Disclosure indicating that no person or entity holds a five percent (5%) or greater beneficial interest.



LOCATION MAP



PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

DELRAY BEACH PLAYHOUSE, INC.

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **DELRAY BEACH PLAYHOUSE, INC.**, a Florida not-for-profit corporation, (EIN: # _____); hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property located at 950 Lake Shore Drive, Delray Beach, Florida, as said property is more specifically described hereinafter, which Tenant desires to lease from County and which property is part of the County's Lake Ida Park East (the "Park"); and

WHEREAS, pursuant to a lease dated January 1, 1957, between County and Tenant, the Tenant developed a theatrical playhouse and related improvements upon said property; and

WHEREAS, the term of the above-referenced lease was extended by an Extension and Modification of Lease Agreement dated September 10, 1968, and by an Agreement of Lease (R77-557) prior to the parties entering into a new Lease Agreement dated November 1, 1994 (R94-1549D); and

WHEREAS, the existing lease will expire on September 30, 2012, and the parties wish to enter into a new lease 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 the Tenant, and Tenant rents from County, the real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Parking.

Tenant shall have non-exclusive use of the parking lots at the Park. The parking spaces are available on a first-come, first-served basis to Tenant, its employees and patrons, and Park patrons. Tenant shall provide written notice to the Director of the County's Parks & Recreation Department (the "Department") at least thirty (30) days in advance if Tenant anticipates that an event will be exceptionally well attended so that the Department may take measures to accommodate additional vehicles if necessary.

Section 1.03 Length of Term and Commencement Date.

The term of this Lease shall commence October 1, 2012, (the "Commencement Date") and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Commencing on October 1, 2017, the Term of this Lease shall automatically be extended for successive periods of one (1) year each, under the same terms and conditions of this Lease, unless terminated pursuant to the provisions of this Lease.

Section 1.04 Naming Rights of Tenant.

County hereby grants Tenant the right to name its building, interior improvements, displays, and/or equipment in recognition of Tenant's major donors, subject to approval by the Department. Tenant shall submit a written request for any name approval to the Department Director. If Director does not respond to Tenant within 14 days, the name request shall be automatically approved. Upon expiration or termination of this Lease, or Tenant's surrender of the Premises, naming rights to the building and all improvements constructed by Tenant shall revert to County.

Section 1.05 Termination Rights.

Either party may terminate this Lease for any reason upon one hundred eighty (180) days written notice to the other party. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for budgetary reasons upon ninety (90) days prior written notice to Tenant. Annual Rent shall not be refunded if Lease is terminated by either party during the Term.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of One Dollar (\$1.00), payable without notice on the Commencement Date and each subsequent anniversary thereof. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Disposition by Tenant of Operational Revenues.

Tenant hereby agrees that all revenues derived by Tenant from its use of the Premises as defined in Section 4.01 of this Lease, including but not limited to, revenues received from membership dues, licenses, fees, rentals, concessions, ticket sales and charges of any kind whatsoever, shall be used exclusively to defray any necessary expenses incurred by Tenant in the promotion and operation of Tenant's business on the Premises and for the maintenance, repair and improvement of the Premises. Tenant further agrees and covenants that none of the aforementioned revenues shall be used for the private gain or profit of any of the officers or members of Tenant's corporation.

Section 2.03 Additional Rent.

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

Section 2.04 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

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

leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

Section 2.05 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental of the Premises, as provided for in Chapter 83.06, Florida Statutes.

Section 2.06 Accord and Satisfaction.

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

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has been in possession of the Premises since January 1, 1957, and accepts same "As Is", in its existing condition as of the date of execution of this Lease by Tenant, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

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. 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.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may

be withheld in the County's sole and absolute discretion. 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.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

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

Section 3.06 No Liens.

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

ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for recreational purposes in the promotion of live theater and costume and scenery designing. In addition, Tenant may permit the use of the Premises by County for County purposes, or for any cultural, civic or convention meetings that would be generally considered to be beneficial to the community as a whole. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Section 4.02 Park/Premises Access.

The Park is open for use daily from sunrise to sunset. Tenant shall be issued keys to the Park entrance gate in order to provide Tenant with access when the Park is not open to the public. Tenant shall assist the Park Rangers in securing the Park by making certain that the Park entrance gate is locked after evening performance, rehearsals, or other activities.

Tenant shall keep the sidewalks, entrances and passages surrounding the Premises open and unencumbered in order to permit unobstructed ingress and egress to and from the Premises.

Section 4.03 Concessions.

Tenant may operate a Gift Shop/Concession on the Premises as an ancillary use that furthers the Tenant's mission. Tenant shall be entitled to retain the proceeds generated by such Gift Shop/Concession. Any such Gift Shop/Concession shall be subject to the insurance requirements contained in Article VII as the same may be amended from time to time by County in its reasonable discretion. Such Gift Shops/Concessions shall comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations, and ordinances pertaining to the foregoing including, without limitation, collection and remittance of sales tax as applicable.

Section 4.04 Park Rules and Special Events.

Tenant shall comply with Palm Beach County Parks and Recreation Ordinance (Ordinance No. 2004-022) as same may be amended from time to time, with respect to any and all rules, hours of operation and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior approval from, the Department's Special Event staff for a special event activity occurring on the Premises. For the purposes of this Section, a special event activity shall be considered any Tenant activity or event that may impact the entrance to the Park, requires use of Park facilities other than parking lots, or affects Park patrons' normal use of the Park parking lots. Requests for approval shall follow the Department's Policies and Procedures and be submitted no later than 90 days prior to the anticipated start of the event. Department's Special Event staff shall have 15 business days to review the request and approve or deny same. County will work in a cooperative manner to approve the request and approval shall not be unreasonably denied. In the event that a request for approval is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Park is not impacted.

Section 4.05 Entrance Sign.

Tenant shall be allowed to install, at Tenant's expense, one sign at the entrance to the Park. The size, appearance, and location of the sign shall be subject to County's prior approval.

Section 4.06 Waste or Nuisance.

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

Section 4.07 Governmental Regulations.

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

Section 4.08 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI 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, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or under this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.09 Surrender of Premises.

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

Section 4.10 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises

onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

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

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

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, including landscaping, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. In addition, County and County's agent shall have the right to enter upon the Premises at all reasonable times in order to gain access to County's property which is contiguous or adjacent to the Premises. 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. If a representative of Tenant is not present to permit entry upon the Premises, at any time, when for any reason entry therein is necessary or permissible, County or County's agents may enter the same without in any manner affecting the obligations and covenants of this Lease. Tenant shall provide County with key access and alarm code, if applicable, in order to allow County access if Tenant cannot be present. Nothing herein contained, however, shall be deemed or construed to impose upon County any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. If any such charges are not paid when due, County may, at its option, pay the same, and any amount so paid by County shall thereupon become due to County from Tenant as Additional Rent. 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

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.02 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Property, Wind, & Flood Insurance.

Tenant shall maintain: (1) property insurance in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments and improvements to the property, including those made by or on behalf of Tenant, as well as Tenant's personal property and contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than 25% of the property insurance limit. (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments, or improvements, including those made by or on behalf of Tenant as well as Tenant's contents located on the Premises; or the maximum amount available from the National Flood Insurance Program, whichever is less. (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than 100% of the total replacement cost of any buildings, additions, betterments or improvements, including those made by or on behalf of Tenant as well as Tenant's personal property and contents located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.04 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o

Parks & Recreation Department, 2700 6th Avenue, Lake Worth, FL 33461.

Section 7.05 Loss Payee Endorsement.

Tenant shall cause the Property, Flood and Windstorm Insurance policies to be endorsed to add the County as a Loss Payee. Tenant shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Parks & Recreation Department, 2700 6th Avenue, Lake Worth, FL 33461.

Section 7.06 Certificate of Insurance.

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.10 Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action, and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 7.11 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.12 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.04. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall 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 for 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, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

**ARTICLE IX
DESTRUCTION OF PREMISES**

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 then the Tenant, after Tenant's receipt of the insurance proceeds described in Section 7.03 of this Lease, shall commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion. In the event of any such occurrence which substantially and materially impairs the ability of Tenant to conduct its business within the Premises for a period of six (6) months or more, Tenant shall have the right to terminate this Lease provided that Tenant shall first restore the property to a clean, safe and slightly condition in accordance with all applicable building, fire and life safety codes. The proceeds of any fire and extended coverage insurance payable with respect to any such casualty shall be held in trust and released only upon the joint signature of County and Tenant to ensure compliance with the provisions of this Article. The termination herein mentioned shall be evidenced in writing.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

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

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) 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 thirty (30) days after notice from County; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

Section 11.02 Default by County.

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

**ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

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

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall

peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 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 County at:

Palm Beach County
Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone:
Fax:

with a copy to:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

and

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

(b) If to the Tenant at:
Delray Beach Playhouse, Inc.
Attention: SUE EASTON
950 Lake Shore Drive
Delray Beach, FL 33444
Telephone: 561 272 1281 x 5
Fax: 561-272-5884

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

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "B", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.04 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 14.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.06 Recording.

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

Section 14.07 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 14.08 Governing Law and Venue.

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

Section 14.09 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 14.10 Time of Essence.

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

Section 14.11 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 14.12 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 14.13 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 14.14 Incorporation by Reference.

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

Section 14.15 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.16 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 14.17 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.

(REMAINDER 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.

WITNESS:

TENANT:

DELRAY BEACH PLAYHOUSE, INC.,
a Florida not-for-profit corporation

Susan F Easton
Witness Signature

By: [Signature]

SUSAN F. EASTON
Print Witness Name

Title: President Board of Governors

Pamela Ramsey
Witness Signature

Ronald Nyhan

(SEAL)
(corporation not for profit)

Pamela Ramsey
Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

EXHIBIT "A"

THE "PREMISES"

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

LAND SITUATE IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND MORE PARTICULARLY DESCRIBED AS:

START AT THE CENTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, THENCE RUN S 89°43'49" W, A DISTANCE OF 705 FEET ALONG THE QUARTER SECTION LINE TO A POINT OF BEGINNING, THENCE CONTINUE WESTERLY ALONG SAID QUARTER SECTION LINE A DISTANCE OF 100.45 FEET TO THE EASTERLY LINE OF AN 80.00 FEET RIGHT OF WAY, THENCE S 00°49'24" E, A DISTANCE OF 570.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE, THENCE N 89°43'49" E, A DISTANCE OF 230.00 FEET TO THE SHORE OF LAKE IDA, THENCE NORTHWESTERLY MEANDERING SAID SHORE LINE TO THE POINT OF BEGINNING, LESS THE NORTHERLY 300 FEET.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE EAST/WEST QUARTER SECTION LINE OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST HAVING AN ASSUMED BEARING OF SOUTH 89°43'49" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO. SEE BEARING ROTATION EQUATION TO GET FROM ASSUMED BEARINGS TO GRID (NAD 83,1990) BEARINGS.

DESCRIPTION PROVIDED BY CLIENT AND WAS NOT PREPARED BY SIGNING SURVEYOR.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THIS IS NOT A SURVEY.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000044735
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

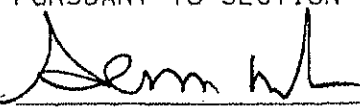
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE # 5304

8/2/12
DATE


PROJECT NO. 2012011-05	SHEET 1	PROJECT: DELRAY BEACH PLAYHOUSE LEASE LEGAL & SKETCH		SCALE: 1" = 100' APPROVED: G.W.M. DRAWN: E.A.O. CHECKED: C.S.P. DATE: 08/01/12 FIELD BOOK NO.	NO.	REVISION	BY	DATE
		DESIGN FILE NAME S-1-12-3304.DGN	DRAWING NO. S-1-12-3304					
				 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411				

EXHIBIT "A"

THE "PREMISES"

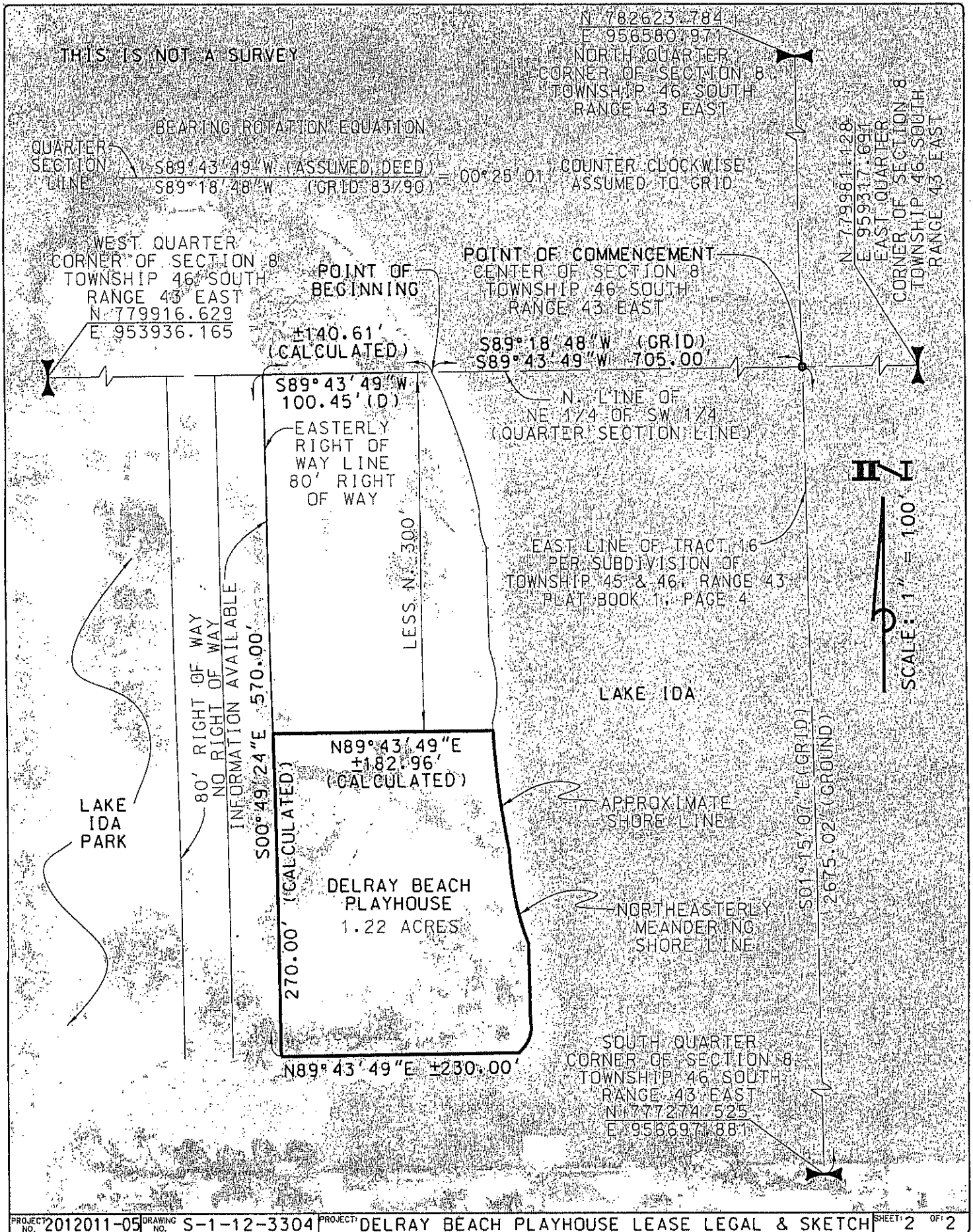


EXHIBIT "B"

DISCLOSURE OF BENEFICIAL INTERESTS

DISCLOSURE OF BENEFICIAL INTERESTS

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Ronald C. Nyhan, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of the Board of Governors of the Delray Beach Playhouse, Inc., a Florida not-for-profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 950 NW 9th Street, Delray Beach, FL 33444

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

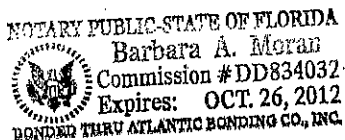
[Signature], Affiant

Print Affiant Name: Ronald C. Nyhan

The foregoing instrument was sworn to, subscribed and acknowledged before me this 7th day of August, 2012, by Ronald C. Nyhan [] who is personally known to me or [] who has produced [] as identification and who did take an oath.

[Signature]
Notary Public

Barbara Moran
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10/26/12

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

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Glenn W. Mark

8/2/12

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE # 5304

DATE


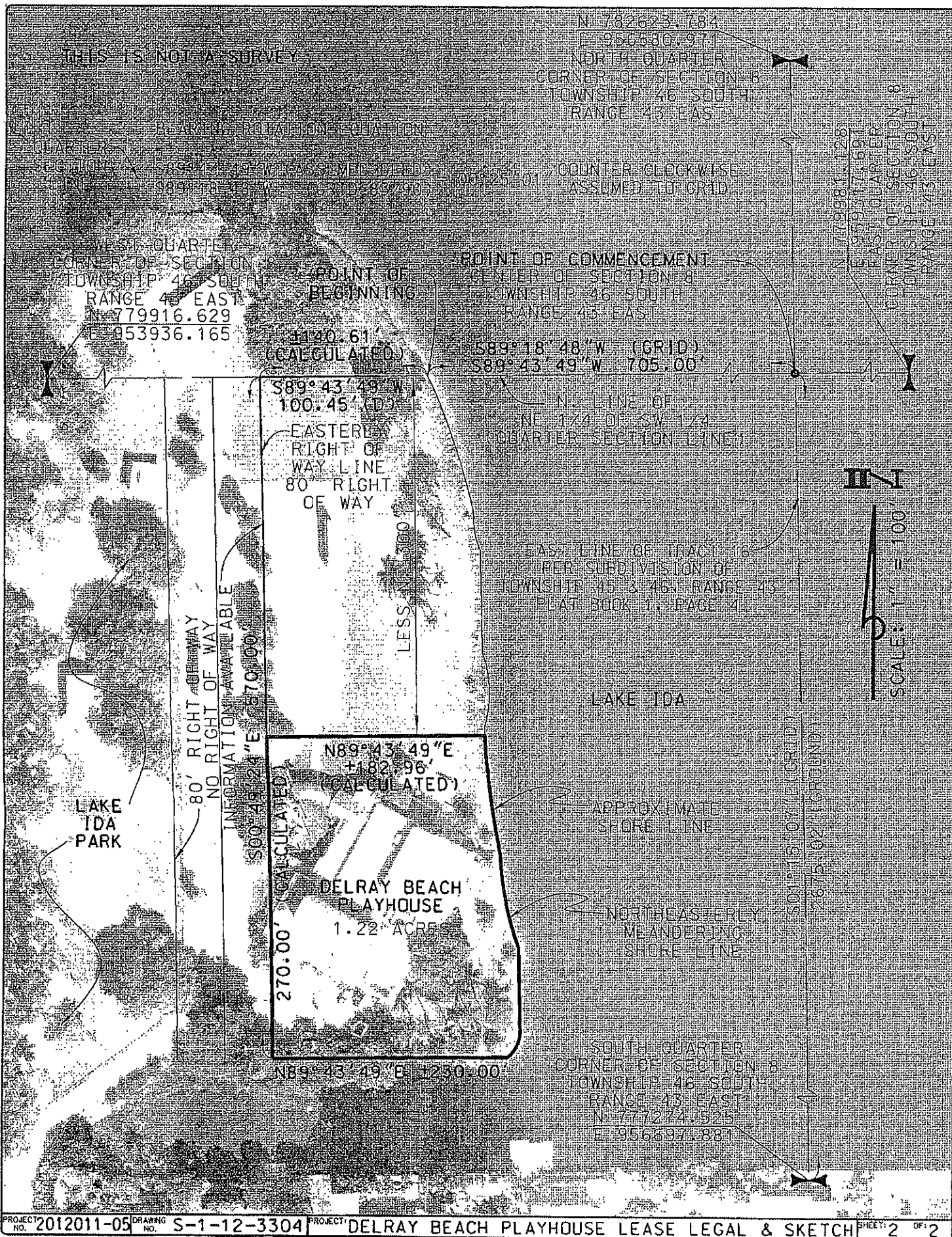
PROJECT NO. 2012011-05	SHEET 1	PROJECT: DELRAY BEACH PLAYHOUSE LEASE LEGAL & SKETCH	NO.	REVISION	BY	DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2500 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-12-3304.DGN		DRAWING NO. S-1-12-3304	SCALE: 1" = 100'	APPROVED: G.W.M. E.A.D. CHECKED: C.S.P.	DATE: 08/01/12	

EXHIBIT "A"

PROPERTY





CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

07/12/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch	561-276-5221 561-276-5244	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DELRA-9	FAX (A/C, No):
INSURED Delray Beach Playhouse, Inc. 950 NW 9th Street Delray Beach, FL 33444		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins. Companies INSURER B: Travelers Casualty & Surety INSURER C: Zenith Insurance Co. INSURER D: Ohio Casualty Insurance Co. INSURER E: United States Liability Ins. Co. INSURER F:	
		NAIC #	18058 24074

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PHPK8558743	06/12/12	06/12/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK8558743 PHPK8558743	06/12/12 06/12/12	06/12/13 06/12/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		EUD1054084817	06/12/12	06/12/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Z836098918	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Crime		105787769	06/12/12	06/12/13	Crime 100,000
E	Directors & Officers		105585634	03/27/12	03/27/13	D&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

PALMB99

Palm Beach County Board
of County Commissioner, Dept.
of Parks & Recreation
2700 6th Avenue
Lake Worth, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OP ID: MS

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
08/06/2012

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch		PHONE (A/C, No, Ext): 561-276-5221	COMPANY Philadelphia Ins. Companies P.O. Box 70251 Philadelphia, PA 19176	
FAX (A/C, No): 561-276-5244	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: DELRA-9		LOAN NUMBER		POLICY NUMBER PHPK8558743
INSURED Delray Beach Playhouse, Inc. 950 NW 9th Street Delray Beach, FL 33444		EFFECTIVE DATE 06/12/12	EXPIRATION DATE 06/12/13	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 950 Lake Shore Drive Delray Beach, FL 33444	Theatre - Not For Profit; 1.7 miles to water
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Premise 001 Building 001 - Excludes Wind, Flood.		
BUILDING	3360000	2500
CONTENTS	206558	2500
BUS INCOME	350000	2500
Citizens Windstorm - Policy# 1479075 07/06/2012-13		
Building	800000	100800
Contents	200000	6000

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Board of C.C C/O Dept of Parks and Rec. 2700 6th Ave Lake Worth, FL 33461	MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>JL. Sauer</i>		

RESOLUTION NO. 2012-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO DELRAY BEACH PLAYHOUSE, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Delray Beach Playhouse, Inc., a Florida not-for-profit corporation (the "Playhouse"), has leased property from Palm Beach County since 1957, pursuant to two consecutive leases, at the County's Lake Ida Park East; and

WHEREAS, the Playhouse operates a community theater on the leased premises and the current lease expires September 30, 2012; and

WHEREAS, the Playhouse has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County continue to lease that certain real property owned by Palm Beach County to the Playhouse for the use by the Playhouse for recreational purposes in the promotion of live theater and costume and scenery designing; and

WHEREAS, the Playhouse also wishes to make its facilities available for use by the County for County purposes, or for any cultural, civic or convention meetings that would be generally considered to be beneficial to the community as a whole; and

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

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

Section 1. Recitals

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

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to Delray Beach Playhouse, Inc., a Florida not-for-profit corporation, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of five (5) years with provision for automatic one (1) year extensions of the term, and an annual rental of One Dollar (\$1.00), the real property identified in such Lease for the use identified above.

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

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

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Shelley Vana, Chair
- Commissioner Steven L. Abrams, Vice Chairman
- Commissioner Karen T. Marcus
- Commissioner Paulette Burdick
- Commissioner Burt Aaronson
- Commissioner Jess R. Santamaria
- Commissioner Priscilla A. Taylor

The Chair thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

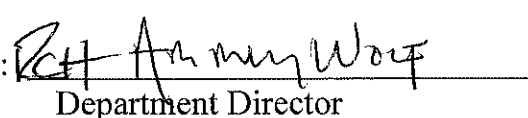
SHARON R. BOCK
CLERK & COMPROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/2/2012 REQUESTED BY: Richard C. Bogatin PHONE: 561.233.0214
 FAX: 561.233.0210

PROJECT TITLE: Delray Beach Playhouse Lease 2012 PROJECT NO.: 2012-5.013

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER
 FUND: 0001 DEPT: 580 UNIT: 510 OBJ: 4902
 SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

Ad Valorem (source/type: _____)
 Non-Ad Valorem (source/type: _____)
 Grant (source/type: _____)
 Park Improvement Fund (source/type: _____)
 General fund Operating Budget Federal/Davis Bacon

SUBJECT TO IG FEE? YES NO

Department: _____
 BAS APPROVED BY: DATE: 8/2/12

ENCUMBRANCE NUMBER:

ENTITY INFORMATION

Full Legal Name of Entity: Delray Beach Playhouse Inc.

Entity Address: 950 Lake Shore Drive, Delray Beach FL 33444

State of Incorporation/Formation: Florida

Type of Entity (Corp., Gen. or Ltd. Partnership, etc.): Not for Profit Corp

Date Incorporated/Formed/Qualified to do Business: 4/28/1975

President: Ronald Nyhan

Vice President: Linda Sandelman

Secretary: Elizabeth (Betsy) Thomas

Treasurer : John McKenna

Directors/General Partner/Partners/Members: _____

Active:

YES X

NO _____

Florida Corporation:

Qualified to do Business in Florida:
(only applicable to Non-Florida Entities)

YES X

NO _____

YES _____

NO _____

Comments: Noticed that the Officer Listing on State Division of Corporations filing is incorrect. See June 14 elections minutes supplied by Playhouse and Secretary Certificate Dated 7/13/12 .

CERTIFICATE

The undersigned hereby certifies that the following are true and correct statements:

1. That she is the Secretary of the Delray Beach Playhouse, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation" and that the following Resolutions are true and correct copies of Resolutions adopted by the Board of Governors of the Corporation on June 21st, 2012, in accordance with the laws of the State and the Corporation's Articles of Incorporation and By-Laws.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the corporation and be it

FURTHER RESOLVED that Ronald C. Nyhan, President of the Board of Governors of the Corporation is hereby authorized and instructed to execute such agreement and such other instruments to fulfill the obligations of the Agreement.

2. The foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida and has been qualified to do business in the State of Florida and has full power and authority to enter into this Agreement.

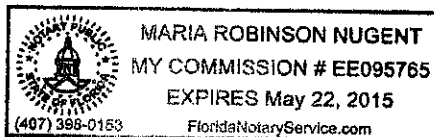
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 3 day of July 2012.

Elizabeth J Thomas Signature
ELIZABETH J. THOMAS Print Secretary Name

SWORN TO AND SUBSCRIBED before me this 3 day of July who is personally known to me OR who produced _____ as identification and who did take an oath.

Maria Robinson Nugent Notary Signature
MARIA Robinson Nugent Print Notary Name

My commission expires May 22, 2015



DISCLOSURE OF BENEFICIAL INTERESTS

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Ronald C. Nyhan, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of the Board of Governors of the Delray Beach Playhouse, Inc., a Florida not-for-profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 950 NW 9th Street, Delray Beach, FL 33444

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

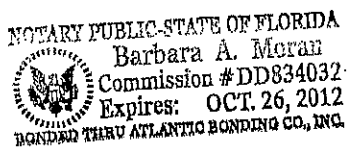
FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Ronald C. Nyhan

The foregoing instrument was sworn to, subscribed and acknowledged before me this 7th day of August, 2012, by Ronald C. Nyhan [] who is personally known to me or [] who has produced [] as identification and who did take an oath.

[Signature]
Notary Public



[Signature]
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10/26/12

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

LAND SITUATE IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND MORE PARTICULARLY DESCRIBED AS:

START AT THE CENTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, THENCE RUN S 89°43'49" W, A DISTANCE OF 705 FEET ALONG THE QUARTER SECTION LINE TO A POINT OF BEGINNING, THENCE CONTINUE WESTERLY ALONG SAID QUARTER SECTION LINE A DISTANCE OF 100.45 FEET TO THE EASTERLY LINE OF AN 80.00 FEET RIGHT OF WAY, THENCE S 00°49'24" E, A DISTANCE OF 570.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE, THENCE N 89°43'49" E, A DISTANCE OF 230.00 FEET TO THE SHORE OF LAKE IDA, THENCE NORTHWESTERLY MEANDERING SAID SHORE LINE TO THE POINT OF BEGINNING, LESS THE NORTHERLY 300 FEET.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE EAST/WEST QUARTER SECTION LINE OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST HAVING AN ASSUMED BEARING OF SOUTH 89°43'49" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO. SEE BEARING ROTATION EQUATION TO GET FROM ASSUMED BEARINGS TO GRID (NAD 83,1990) BEARINGS.

DESCRIPTION PROVIDED BY CLIENT AND WAS NOT PREPARED BY SIGNING SURVEYOR.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THIS IS NOT A SURVEY.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000044735
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Glenn W. Mark

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE # 5304

8/2/12

DATE

PROJECT NO. 2012011-05
SHEET 1 OF 2

PROJECT: DELRAY BEACH PLAYHOUSE LEASE LEGAL & SKETCH
DESIGN FILE NAME: S-1-12-3304.DGN
DRAWING NO.: S-1-12-3304

NO.	REVISION	BY	DATE

SCALE: 1" = 100'
APPROVED: G.W.M.
DRAWN: E.A.D.
CHECKED: C.S.P.
DATE: 08/01/12
FIELD BOOK NO.:

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411




EXHIBIT "A"

PROPERTY

