

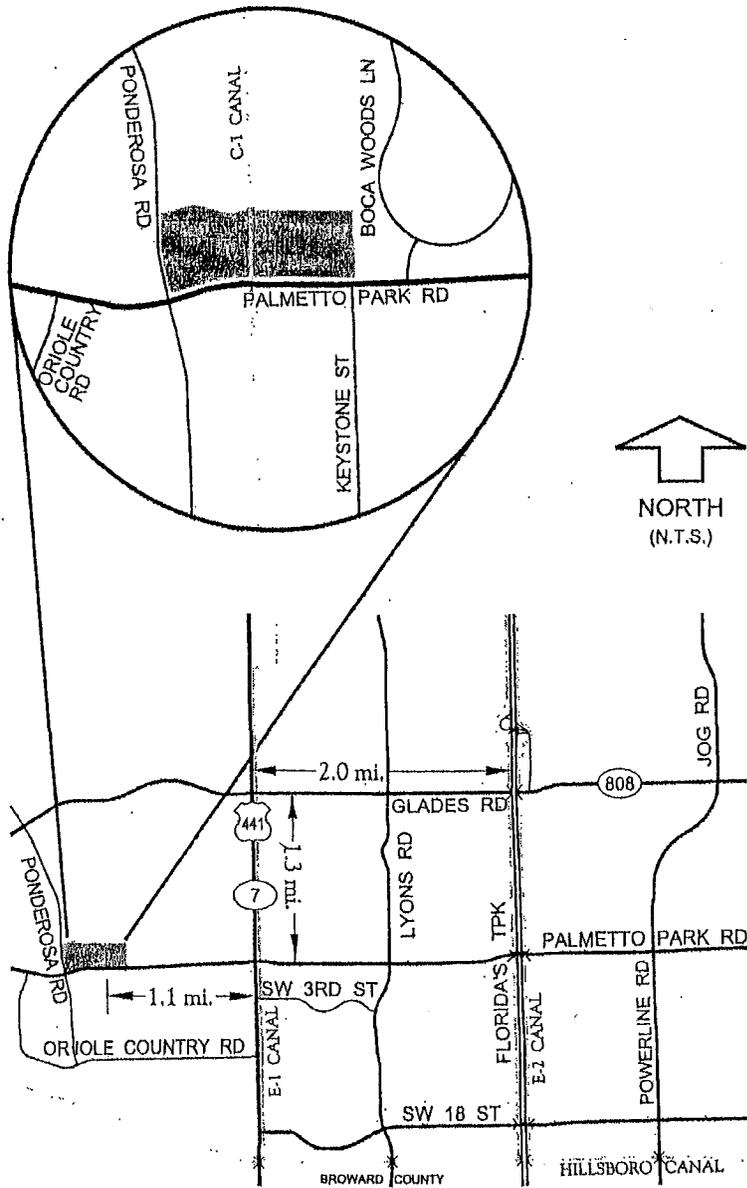
Background & Policy Issues (Cont'd) : This Lease Agreement provides for a 10 year term from the date a Certificate of Completion, or its functional equivalent, is issued for Phase I, and includes one, 5 year option to extend, subject to Board approval. Phase II, if constructed, will be subject to all the terms of the Lease Agreement. The annual rent is \$10.00 and will not be prorated for any partial year.

DIASC will operate a pro shop/concession shop/training facility as an ancillary use and will retain the proceeds generated by the pro shop/concessions. DIASC has the right to name the project, its improvements and equipment in recognition of major donors. DIASC may install a monument sign, subject to County approval, at the existing sign location at the Park entry, or in the alternative, at the entrance to the east parking lot with additional directional signage to the skate/BMX facility. The Lease Agreement requires the skate courses, skate rink, and pro shop/concession shop/training facility to operate a minimum of 24 hours per week, 49 weeks per year. In the event DIASC fails to satisfy the minimum hours/weeks operating requirement, the County may terminate the lease with 30 days written notice to DIASC.

The County will be responsible for the service, maintenance and repair of the existing skating rink roof and existing sports lighting serving the skate/BMX facility, and the electrical utility charges for operation of the existing sport lighting. DIASC will be responsible for maintaining all other portions of the skate/BMX facility. Further, DIASC will be solely responsible for all costs and expenses relating to any utility connection and service provided, including without limitation, water, sewer, gas, electricity, and trash collection to the skate/BMX facility.

DIASC may terminate for any reason, at any time upon 90 days written notice. The County will remain in control and possession of the skate/BMX facility and all improvements until such time as DIASC notifies County of its intent to commence construction of the project. Upon receipt of said notification, County will have 45 days to terminate its use of the facility and remove any improvements thereon. Any remaining improvements after the 45 day period will become the property of DIASC.

DIASC provided the Disclosure of Beneficial Interests attached as Exhibit "D" to the Lease Agreement which indicates that DIASC is a not-for-profit corporation wherein no individual holds greater than a 5% interest.



Loggers' Run Park
LOCATION MAP

RESOLUTION NO. 20__

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO DROP IN ACTION SPORTS COMPLEX, INC. (FORMERLY KNOWN AS DROP IN SK8PARK, INC.),, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Drop In Action Sports Complex, Inc., a Florida not-for-profit corporation ("DIASC"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to DIASC for development and operation of a skate and BMX facility on 1.75 acres within Loggers' Run Park; 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 DIASC, pursuant to the Lease attached hereto and incorporated herein by reference, for a term of 10 years and an annual rental of Ten Dollars (\$10.00), the real property identified in such Lease for the use identified above.

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

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

Section 4. 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 Steven L. Abrams, Mayor
- Commissioner Priscilla A. Taylor, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Shelley Vana
- Commissioner Mary Lou Berger
- Commissioner Jess R. Santamaria

The Mayor 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 & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Richard Anthony Wolf
Department Director

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

DROP IN ACTION SPORTS COMPLEX, 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 DROP IN ACTION SPORTS COMPLEX, INC., a Florida not-for-profit corporation, (EIN: # _____); hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property known as Loggers' Run Park (the "Park") located at 11185 Palmetto Park Road in unincorporated Boca Raton, Florida; and

WHEREAS, Tenant is a not-for-profit organization established for the purpose of providing children and adults with a place for recreational skateboarding, skating, and bicycle motor cross (BMX); and

WHEREAS, in order to further Tenant's mission, Tenant desires to lease from County a portion of the Park as more specifically described hereinafter for the construction and operation of novice and pro skate and BMX courses, a covered skate rink, and pro shop/concession shop/training facility; and

WHEREAS, County is willing to lease such property to Tenant for the construction and operation of the Project as 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 currently located thereon or hereafter constructed (the "Premises").

Section 1.02 Length of Term and Effective Date.

This Lease shall commence upon the Effective Date as hereinafter defined and shall extend for a period of ten (10) years from the date of completion of Phase I and when opened to the public (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The date of completion of Phase I shall be confirmed by written notice to Tenant from the Director of the County's Property & Real Estate Management Division.

Section 1.03 Phasing of Project.

The Project shall consist of two phases. The Tenant shall, at a minimum, construct and operate Phase I of the Project which shall consist of the novice and pro skate courses, the novice and pro BMX course, the skating rink, and a concession and training area as depicted on the Conceptual Plan attached hereto as Exhibit "B". Phase II of the Project shall consist of an expanded BMX course and a pro shop/concession shop/training building, and shall be constructed and operated at Tenant's sole option but shall be subject to all the terms of this Lease if Tenant chooses to proceed with Phase II.

Section 1.04 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of rent under this Lease, the option to request an extension of the Term of this Lease for one (1) period of five (5) years under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease. Any extension requested by Tenant shall be subject to approval by the Board of County Commissioners in its sole discretion. Tenant shall make such request, if at all, by written notice to the County received by the County on or before one hundred eighty (180) days prior to the expiration of the initial Term of this Lease.

Section 1.05 Not-for-Profit Status.

It is the intent of the parties that the Premises will be used only for the non-commercial development and operation of the Project by a not-for-profit corporation to benefit school age children and young adults residing within Palm Beach County. Tenant represents that Tenant has full authority to enter into this Lease and to perform or cause to be performed all of Tenant's obligations herein, and that Tenant is a not-for-profit corporation currently in good standing under Florida law. Any change by Tenant resulting in the loss of its not-for-profit corporation status shall constitute an event of default under this Lease Agreement.

Section 1.06 Naming Rights of Tenant.

County hereby grants Tenant the right to name the Project, its improvements and equipment in recognition of Tenant's major donors. Upon expiration or termination of this Lease, or Tenant's surrender of the Premises, naming rights to the Project shall expire and County shall have no further obligation with respect to any prior naming of the Project and its improvements. County specifically reserves the right to change the name of the Project and its improvements following expiration of earlier termination of this Lease, and Tenant shall provide County evidence that County's rights have been disclosed to Tenant's donors. Tenant is permitted to display sponsorship signs and /or banners in such a way as to not be visible to passersby from outside of the facility.

Section 1.07 Safety.

Tenant shall take all reasonable precautions for and shall be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by or involved in the performance of Tenant's operations or use of the Premises.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Ten and no/100 Dollars (\$10.00), payable without notice on the Effective 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 Parks & Recreation Department, Finance Section, 2700 6th Avenue South, Lake Worth, Florida 33461. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises during the term of this Lease, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation. Rent shall not be prorated for any partial year. In the event the Term of the Lease is extended pursuant to Section 1.04 and the extension occurs after annual Rent has been paid for the then current year of the Term, annual Rent will not be due again until the next anniversary of the Effective Date.

Section 2.02 Additional Rent.

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

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

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

Section 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate 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 value of the Premises as provided for in Chapter 83.06, Florida Statutes.

Section 2.05 Accord and Satisfaction.

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

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS****Section 3.01 Acceptance of Premises by Tenant.**

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, 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 except as provided for in Sections 4.01 and 5.01. 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. In order to control access to the Premises from the remainder of the Park, Tenant shall install fencing and gating for each phase of the Project in accordance with the Conceptual Plans. Tenant shall design and construct each phase of the Project at Tenant's sole cost and expense in accordance with the requirements of this Lease including the Conceptual Plans and the estimated cost of the Project construction as identified in Exhibit "C" attached hereto and made a part hereof. All of Tenant's design, construction and improvements shall be in full compliance with applicable building codes and zoning regulations, made and performed in a good and workmanlike manner, and shall be diligently performed to completion. Tenant agrees and acknowledges that all Tenant's work, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease.

(a) Tenant shall design, obtain funding and all governmental approvals, and commence construction of Phase I of the Project within twelve (12) months of the Effective Date of this Lease, and complete construction of Phase I of the Project within thirty (30) months of the Effective Date of this Lease. Tenant shall not commence construction of Phase II, if at all, until County has confirmed that Tenant has obtained all necessary funding and government approvals as hereinafter set forth and County has approved the design and all plans associated with the construction thereof. Tenant shall have six (6) months after commencement of construction of Phase II to complete its construction.

For the purposes hereof, commencement of construction shall be defined as the time when all applicable permits have been obtained, requisite financing is in place, a construction contract has been awarded for the applicable phase of the Project, and site clearing and civil construction work has begun. For the purposes hereof, a firm commitment from a bank or other institutional lender to provide construction financing shall be deemed acceptable as proof that requisite funding is in place. For the purposes hereof, completion of construction shall be defined as the date on which a Certificate of Completion or its functional equivalent has been issued for the applicable phase of the Project. Should the Tenant fail to fund, design, commence or complete construction of Phase I of the Project as required herein, County shall have the right to terminate this Lease.

(b) Tenant shall prepare detailed design and construction plans and specifications, including construction phasing plans, for each phase of the Project, as applicable, in accordance with the Conceptual Plans shown in Exhibit "B" and shall submit same to County's Parks and Recreation Department (the "Parks Department") for review and written approval. The Parks Department shall have thirty (30) days to review and respond to the detailed design and construction plans, and such approval shall not be unreasonably withheld. In the event the Parks Department has comments which are required to be addressed before approval can be granted, such comments shall be provided in writing and provided to the Tenant within the 30-day time frame. The Parks Department shall review and approve any required revisions within twenty-one (21) days of submittal by Tenant. Tenant's construction plans shall ensure that Tenant's construction will not in any way interfere or impact the use of the Park by the public. No work whatsoever shall be performed by Tenant on the Premises until the following conditions have been met:

(i) This Lease is executed by all parties;

- (ii) The Parks Department has approved the plans and specifications for the applicable phase of said Project;
- (iii) Tenant demonstrates that Tenant has sufficient funds to complete the applicable phase of the Project;
- (iv) The County receives the payment and performance bonds required hereunder; and
- (iv) All applicable building permits for the Project have been secured by Tenant.

(c) Tenant may install a monument sign in a prominent location at the existing sign location at the Park entry as shown in Exhibit "B". In the alternative, Tenant may install a sign at the entrance to the east parking lot with additional directional signage to the Premises. Tenant shall submit plans for all such signage to the Parks Department for written approval before installation of signs. Tenant, at Tenant's sole expense, may also install or remove signage or landscaping in or about the Premises provided that the Parks Department has approved such work in writing and Tenant has obtained all required permits.

(d) Tenant acknowledges that the Parks Department's approval of the Project's design and construction plans is for consistency with the terms, conditions and intent of this Lease only and in no way constitutes regulatory approval by County to commence construction. Tenant also acknowledges that it will not use this Lease, or the requirements of this Lease, as a basis for argument that Tenant should be relieved of, or have modified conditions and/or interpretations of, any regulatory requirements. Nothing contained herein shall be construed to alter, limit, or eliminate the obligation of the parties to comply with applicable ordinances, statutes, and laws relating to such approvals.

(e) Tenant shall take all reasonable precautionary measures to protect County's adjoining property and improvements against damage during the construction of Tenant's work. In the event that during the course of construction of Tenant's work, the adjoining property and/or improvements owned by County suffers any damage which is reasonably attributable to Tenant's construction activities, Tenant shall repair all said damage at Tenant's sole cost and expense promptly after notification by County of the need for such repair, using materials of like kind and quality.

(f) All improvements made by Tenant, including drainage and landscaping, shall be of attractive construction, match existing Park structure materials/finishes, comply with any and all applicable governmental laws, regulations, rules, codes, and orders, and shall follow standard construction methods.

Section 3.03 Alterations.

After completion of construction of Phase I of the Project, as evidenced by the issuance of a Certificate of Completion, Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$5,000 (hereinafter collectively referred to as "Alterations"), without first obtaining the prior written approval of the Parks Department in each instance. Tenant shall submit detailed plans and specifications for all such Alterations to the Parks Department for the Parks Department'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, the Parks Department may specify whether the Alteration is

to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Contractor Requirements.

Tenant shall ensure that the Project and any Alterations 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. Prior to commencing work on the Project or any Alterations, Tenant shall 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 and attached hereto as Exhibit "E". 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.

Section 3.05 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 45 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 45 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for the not-for-profit operation of novice and pro skate and BMX courses, a covered skate rink, and pro shop/concession shop/training facility, as specified herein 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 the Director of the Parks Department, which consent may be granted or withheld in County's sole discretion. Tenant shall use the Premises in a manner which does not adversely and unreasonably impact the current and future operations of the Park.

Tenant shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises are in use by Tenant or its invitees, such use shall be under the control and supervision of Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or by any other groups, foundations or persons not

authorized by Tenant. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises at any time. It shall be the responsibility of Tenant to assure that all use of the Premises is conducted in such a manner so as not to interfere with any other Park activities conducted beyond the boundaries of the Premises.

Tenant shall be in full control of the operation of the Premises and shall set and establish the times of operation, and the rules and regulations for use by Tenant within the hours established by County for operation of the Park. Tenant shall ensure that the novice and pro skate courses, skate rink, and pro shop/concession shop/training facility are available for use a minimum of 24 hours per week, 49 weeks per year, excluding periods of inclement weather and/or other acts of God, during which operation would be impractical. County shall have the right to terminate this Lease upon thirty (30) days written notice if Tenant fails to satisfy the minimum hours/weeks operating requirement. Tenant shall ensure that all access to the Premises are locked and secured outside of normal Park operation hours. Tenant is responsible for the prevention of unauthorized access to its facilities and for the security and protection of the Premises and any and all inventory, equipment, facilities and improvements now existing or hereafter placed on or installed in or upon the Premises. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Prior to the beginning of operations, Tenant shall provide to the Parks Department an affidavit signed by an authorized representative specifying that its programs are in compliance with Florida State Statue 943.0438 and in accordance with DOL-019, Policies and Procedures of the Palm Beach County Parks and Recreation Department, in regards to background screening for Youth Sports Provider Organizations.

Section 4.02 County's Use of Premises.

County shall remain in control and possession of the Premises and all improvements thereon until such time as Tenant notifies County of its intent to commence construction of the Project. During the interim period prior to Tenant's construction, all costs associated with County's continued use, maintenance and repair of the Premises shall be at County's sole expense. Tenant shall notify County in writing at least 60 days in advance of commencement of the Project's construction. Upon receipt of such notice County shall have 45 days to terminate its use of the Premises and to remove any of County's improvements prior to Tenant's construction. County shall have the right but not the obligation to remove County's improvements at County's sole cost and discretion. Any remaining improvements after the 45 day period shall become the property of the Tenant to keep or to dispose of as desired

Section 4.03 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 4.04 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 including without limitation those pertaining to the sale of retail goods, food and beverages, and the collection and remittance of sales tax as applicable. Tenant shall

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

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

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

Section 4.05 Non-Discrimination.

Tenant for itself, its successors in interest and assigns and as a part of the consideration hereof, 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 4.06 Title to Improvements and Surrender of Premises.

During the Term of this Lease Tenant shall be deemed to be the owner of all improvements constructed by Tenant upon the Premises. Upon termination or expiration of this Lease, Tenant shall remove Tenant's personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Effective 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 4.07 Hazardous Substance

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

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County 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 the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

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

Section 4.08 Permits and Licenses Generally.

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

Section 4.09 Easements.

(a) In order to provide for the orderly development of the Premises, it may be necessary, desirable, or required that utility easements be granted over or within portions of the Premises. All easements including, but not limited to, utility easements shall require the prior written approval of County. Any easements not approved in writing by County shall be void and without legal effect. County shall, upon request of the Tenant, join with Tenant in executing and delivering such documents throughout the Term of the Lease, as may be appropriate, necessary or required by governmental agencies or public utilities, for this purpose. Provided such easements are necessary for the Project and the locations and the form of such easements are acceptable to County, County shall not unreasonably withhold its written approval for any such easement. Tenant additionally will be responsible for the utilities being terminated, and, if requested by County removed, upon surrender of the Premises. Tenant hereby expressly agrees to include a provision in all easements stating that in the event that the Tenant ceases to use such easement such easement shall, at the option of County become null and void, and all the right, title and interest in and to the easement Premises shall revert to the County. Tenant's construction plans submitted to County, pursuant to Section 3.02, of this Lease, shall incorporate and identify all easements that currently exist and that are requested by the Tenant.

In addition, County agrees to grant Tenant access over and through Park driveways and parking lot to access the Premises as identified on Exhibit "B". County also agrees to grant Tenant pedestrian access to the Premises from and over the existing and any future public pedestrian access within the Park. Tenant shall be responsible for designing, constructing and operating gates capable of prohibiting access (whether it be vehicular or pedestrian) to the Premises during non-business hours.

(b) County reserves the right to grant easements within the Premises in conjunction with County's development of its adjacent property to the extent that Tenant's normal everyday operations are not unreasonably interrupted. County shall give Tenant prior written notice of such requested easements and Tenant shall not unreasonably withhold its written approval for such easement based on the aforementioned standard. The cost associated with the repair of the Premises or improvements resulting from the granting of such easements will be entirely borne by County.

(c) Nothing in the Lease shall impair any existing easements, nor impair the right of access to any existing utility lines.

(d) Temporary construction easements will not be granted over any portion of the Park and all construction activities (including but not limited to access, staging, contractor parking) must occur within the Premises.

Section 4.10 Concessions.

Tenant shall operate a Pro Shop/Concession/Training Facility on the Premises as an ancillary use that furthers the Tenant's mission. Tenant shall be entitled to retain the proceeds generated by such Pro Shop/Concessions. The Pro Shop/Concession/Training Facility 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. The sale of alcoholic beverages is prohibited except as may be permitted under Section 4.11 for special events.

Section 4.11 Park Rules and Special Events.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance 2004-022 as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior approval from, the Parks Department's Special Event Staff for a special event activity occurring on the Premises. For the purposes of this Section, a special event shall be considered any Tenant activity or event for which Tenant is requesting the use of any Park facilities such as parking or which may impact any entrances to the Park. Requests for approval shall follow the Parks Department's Policies and Procedures and be submitted no later than 90 days prior to the anticipated start of the event. The Special Events 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 use of the Park facilities in conjunction with a special event is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Park is not impacted.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County will service, maintain and repair the existing skating rink roof and existing sports lighting serving the Premises. Other than the foregoing, (and Section 4.02) County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises except as provided for in Sections 3.01 and 4.02 herein.

Tenant shall keep and maintain all other portions of the Premises, and all Alterations or improvements 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, Maintain and Repair.

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 and for the performance of County's maintenance and repair obligations. 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. Tenant shall provide County keys to all locked gates and enclosed areas.

**ARTICLE VI
UTILITIES**

County shall be responsible for electrical utility charges for operation of the existing sports lighting. Except for the foregoing, Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility connection and 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. Tenant shall install sub meters or other means of determining the electrical cost and other utility services used on site for the operation of Tenants' improvements. These costs will be the responsibility of the Tenant. 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 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 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 7.04 Property Insurance.

Tenant shall maintain 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. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.05 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 South, Lake Worth, FL 33461.

Section 7.06 Loss Payee Endorsement.

Tenant shall cause the Property 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 South, Lake Worth, FL 33461.

Section 7.07 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 7.08 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 7.09 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 insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property 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 7.10 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 7.11 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 7.12 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 7.13 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 7.05. 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, Tenant shall commence restoration thereof within sixty (60) days after receipt of the insurance proceeds described in Section 7.04 of this Lease, and thereafter diligently pursue the restoration to completion. Tenant shall restore the Premises to the same or better condition than that which existed prior to such casualty using materials of like kind or quality.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant may not assign, transfer, 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 consent shall not be unreasonably withheld. Any attempted assignment, transfer, 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, transfer, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding the foregoing, County shall not unreasonably withhold its consent to a merger or joint venture between Tenant and another non-profit organization with similar or complementary services and activities, provided such entity does not regularly engage in political activity or lobbying.

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 fund, obtain all governmental approvals and commence construction of Phase I of the Project within twelve (12) months of the Effective Date of this Lease; (ii) Tenant's failure to complete construction of Phase I of the Project within thirty (30) months of the Effective Date of this Lease; (iii) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (iv) 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; (v) Tenant's vacating or abandoning the Premises; (vi) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vii) Tenant's failure to maintain not-for-profit status; or (viii) the discovery by County that any information given to County by Tenant relating to this Lease was materially false and was an intentional misrepresentation. 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. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason after the initial ten (10) year term upon two hundred seventy (270) days prior written notice to Tenant. Tenant may cancel this Lease for any reason at any time during the Term upon ninety (90) days written notice to County.

**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
CONDEMNATION**

If the Premises or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefore, including, without limitation, the award relating to both Tenant's leasehold interest and County's reversionary interest in the Premises, without deduction, claim, or setoff, for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all of its rights, title and interest in such award, and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for Tenant's improvements to the Premises and moving expenses.

In the event of a total taking of the Premises, this Lease shall terminate on the date title vests in the condemning authority. In the event of a partial taking or a temporary taking, neither the Annual Rent, nor Tenants other obligations hereunder shall be abated as to the remaining Premises. County shall have no obligation to restore the Premises, or improvements, or otherwise perform any work upon same due to such taking.

**ARTICLE XV
MISCELLANEOUS**

Section 15.01 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 15.02 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:

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

with copies to:

Palm Beach County
Parks & Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone 561-966-6614
Fax 561-963-6734

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:
Cindi Shendell
21271 Millbrook Ct.
Boca Raton, Florida 33498
Telephone 954-295-9894

With a copy to:

Madeline C. Evans-Ervin
Law Offices of Madeline C. Evans-Ervin PLLC
Peninsula Executive Center

2385 NW Executive Center Drive
Suite 100
Boca Raton, FL 33431

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 15.03 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 "D", 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 15.02 of this Lease.

Section 15.04 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 15.05 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 15.06 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 15.07 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 15.08 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 15.09 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 15.10 Time of Essence.

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

Section 15.11 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 15.12 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 15.13 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 15.14 Incorporation by Reference.

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

Section 15.15 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 15.16 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant.

Section 15.17 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 15.18 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 (the "Effective Date").

(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:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

DROP IN ACTION SPORTS
COMPLEX, INC., a Florida not-
for-profit corporation

By: _____
Cindi Shendell, President

(SEAL)
(corporation not-for-profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

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

G:\PREM\PM\In Lease\Parks-Loggers'Run\Lease.008

EXHIBIT "A" PREMISES

LOGGERS' RUN DISTRICT PARK "E" SKATE PARK LEASE PARCEL

A PARCEL OF LAND FOR LEASE PURPOSES SITUATED IN SECTION 23, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA. SAID PARCEL LYING IN TRACT A OF THE PLAT OF LOGGERS' RUN DISTRICT PARK "E", AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101, PAGES 176-178, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PLAT; THENCE SOUTH 87°06'13" WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 18.43 FEET; THENCE SOUTH 89°44'02" WEST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 398.49 FEET; THENCE NORTH 00°23'30" WEST, A DISTANCE OF 238.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'30" WEST, A DISTANCE OF 190.00 FEET; THENCE NORTH 00°23'30" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°36'30" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00°23'30" WEST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 89°36'30" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 00°23'30" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 6.00 FEET; THENCE NORTH 00°23'30" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 00°23'30" EAST, A DISTANCE OF 70.00 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°23'30" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 89°36'30" EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH 00°23'30" EAST, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 64,780 SQUARE FEET OR 1.49 ACRES MORE OR LESS.

SURVEYOR'S NOTES

THIS IS NOT A BOUNDARY SURVEY.

THE BEARINGS HEREON ARE BASED ON THE PLAT BEARING OF SOUTH 88°44'02" WEST ALONG THE SOUTH LINE OF LOGGERS' RUN DISTRICT PARK "E". AS PER PLAT RECORDED IN PLAT BOOK 101, PAGES 176-178, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID BEARING BEING SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

PROJECT NO. 2013011-03	SHEET 1 OF 3	PROJECT: LOGGERS' RUN DISTRICT PARK "E" SKATE PARK LEASE PARCEL	DATE: 2/17/12 CHECKED: W.L.F. FIELD BOOK NO.	SCALE: 1" = 60' APPROVED: C.R.B. DRAWN: E.A.D.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 5%;">REVISION</th> <th style="width: 5%;">BY</th> <th style="width: 5%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
NO.	REVISION	BY	DATE											
		DESIGN FILE NAME S-1-12-3331.DGN	DRAWING NO. S-1-12-3331											

LEGEND

R/W = RIGHT OF WAY
SQ FT = SQUARE FEET
P.B. = PLAT BOOK
PG. = PAGE
PRM = PERMANENT REFERENCE MONUMENT

STATE PLANE COORDINATES

COORDINATES SHOWN ARE GRID

DATUM: NAD 1983, 1990 ADJUSTMENT

ZONE: FLORIDA EAST

COORDINATE SYSTEM: 1983 STATE PLANE TRANVERSE MERCATOR PROJECTION

ALL DISTANCES SHOWN ARE GROUND DISTANCES.

SCALE FACTOR: 1.0000154

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

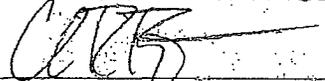
ROTATION EQUATION—~~SOUTH 89°44'02" WEST (PLAT)~~ 00°00'06" COUNTER-CLOCKWISE,
SOUTH 89°43'56" WEST (GRID) PLAT TO GRID

NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.
IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS,
EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT
PARCEL, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY CHARLIE R. BRECKEN, P.S.M., 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 ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

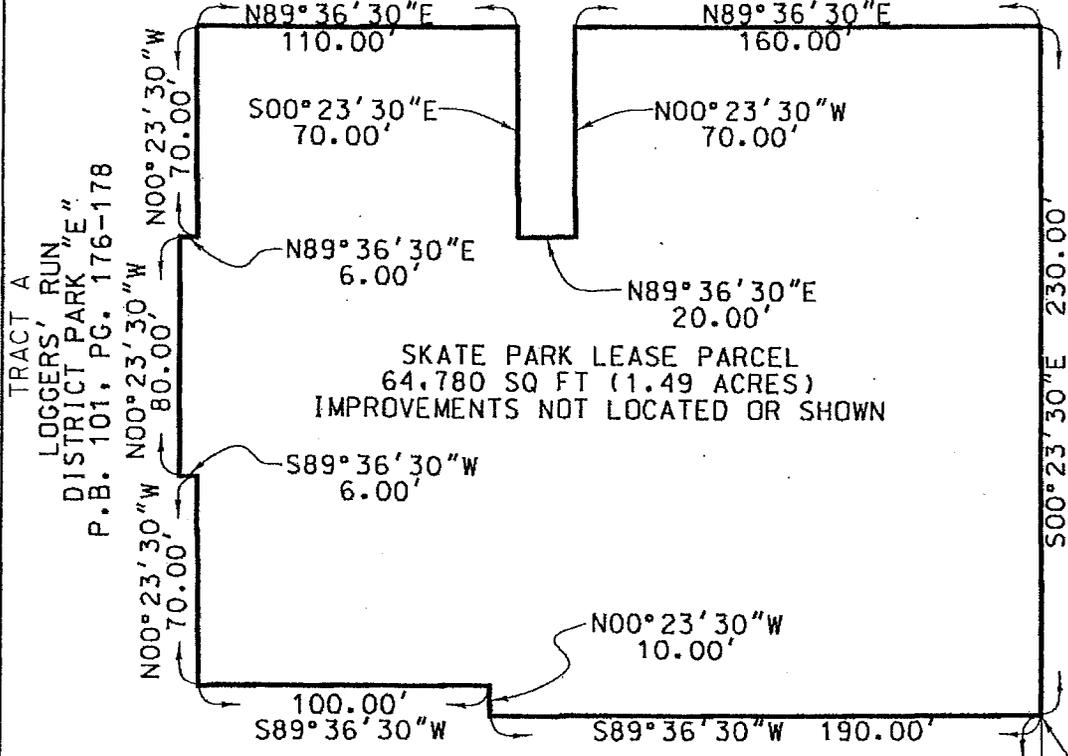
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN
HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
472.027, FLORIDA STATUTES.



CHARLIE R. BRECKEN, P.S.M. LS6763

2/19/2015
DATE

TRACT A
LOGGERS' RUN
DISTRICT PARK "E"
P.B. 101, PG. 176-178

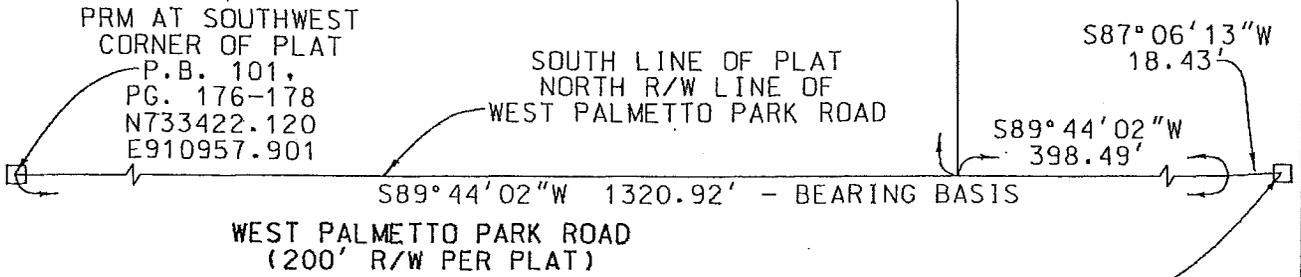


SKATE PARK LEASE PARCEL
64,780 SQ FT (1.49 ACRES)
IMPROVEMENTS NOT LOCATED OR SHOWN



TRACT A
LOGGERS' RUN
DISTRICT PARK "E"
P.B. 101, PG. 176-178

SECTION 23,
TOWNSHIP 47 SOUTH,
RANGE 41 EAST



P.O.C.
PRM AT SOUTHEAST CORNER OF PLAT
LOGGERS' RUN DISTRICT PARK "E"
P.B. 101, PG. 176-178
N733429.239
E911937.241

EXHIBIT "C"

ESTIMATED COST OF CONSTRUCTION

Phase 1

Skateboard Ramps (under roof line)

BMX Ramps (outside the roof line)

Cost:

Skateboard Ramps \$125,000

BMX Ramps \$ 25,000

Fencing \$ 20,000

Lighting \$ 5,000

Total \$175,000

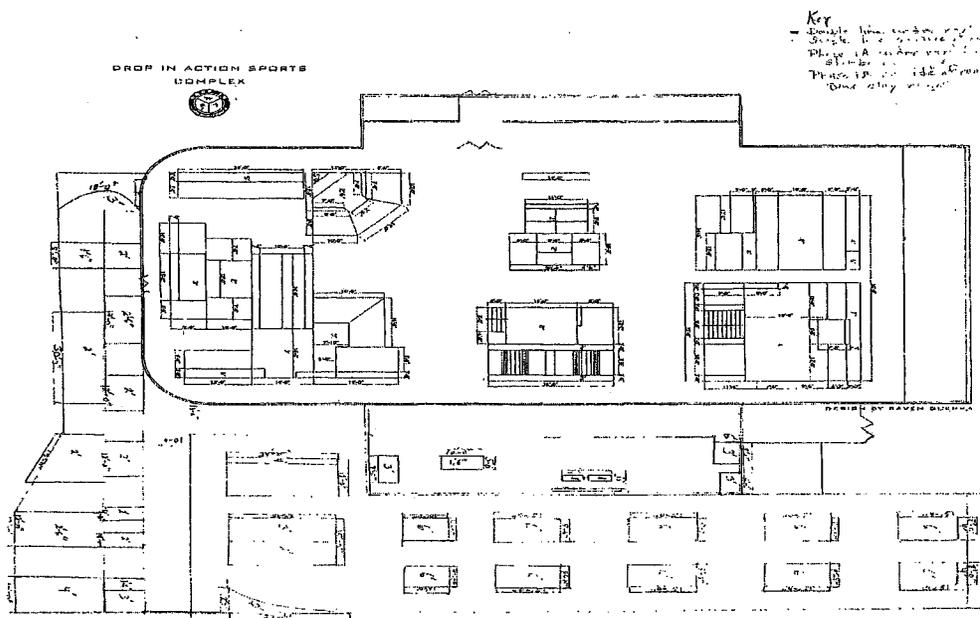


EXHIBIT "D"

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 CINDI SHENDELL, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the PRESIDENT (position - i.e. president, partner, trustee) of DROP IN ACTION SPORTS COMPLEX, INC. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (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: 21271 Millbrook Court, Boca Raton, FL 33498

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.

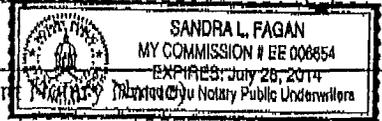
FURTHER AFFIANT SAYETH NAUGHT.

Cindi Shendell, Affiant

Print Affiant Name: CINDI SHENDELL

The foregoing instrument was sworn to, subscribed and acknowledged before me this 10 day of April, 2013, by CINDI SHENDELL [] who is personally known to me or [] who has produced FID# 2 as identification and who did take an oath.

Sandra L. Fagan
Notary Public



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 7-28-2014

EXHIBIT "E"

PUBLIC CONSTRUCTION BOND

BOND NUMBER _____

BOND AMOUNT _____

CONTRACT AMOUNT _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

SURETY'S PHONE: _____

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
PROPERTY & REAL ESTATE MANAGEMENT DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: _____

PROJECT NUMBER: _____

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

(\$ _____)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name:
Project No.:

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:
FAX:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Principal (Seal)

Title

Witness

Surety (Seal)

Print Name

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 CINDI SHENDELL, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

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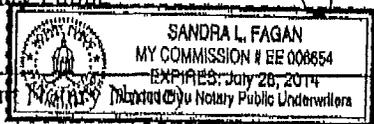
FURTHER AFFIANT SAYETH NAUGHT.

Cindi Shendell, Affiant

Print Affiant Name: CINDI SHENDELL

The foregoing instrument was sworn to, subscribed and acknowledged before me this 10 day of April, 2013, by CINDI SHENDELL [] who is personally known to me or [] who has produced FLD# 2 as identification and who did take an oath.

Sandra L. Fagan
Notary Public



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 7-28-2014

