

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
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)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6225

Program _____

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

Fixed Asset Number N/A

W 3-31-15

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB *2/10* *3/6* *4/6* *4/7*

[Signature] *4/13/15*
Contract Development and Control *4/13/15 B.W. Miller*

B. Legal Sufficiency:

[Signature] *4/14/15*
Assistant County Attorney

C. Other Department Review:

Department Director

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

TWP 40

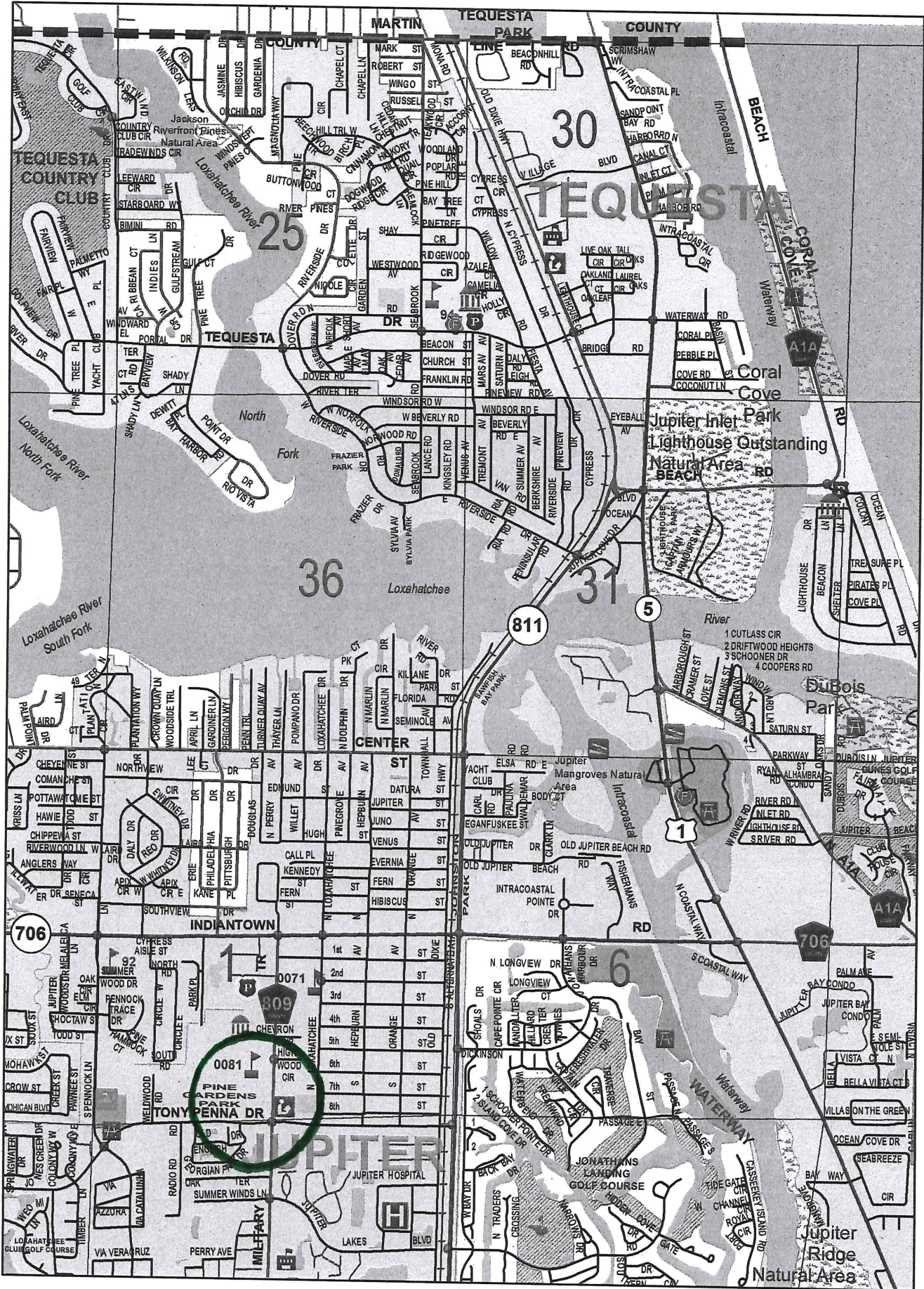
TWP 40

TWP 41

1

2

3



RNG 42

See pg 15

RNG 43

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LOCATION MAP



RESOLUTION NO. 201____

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

WHEREAS, the Town of Jupiter, Florida, a municipal corporation of the State of Florida (“Town”) 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 the Town for use by the Town for a neighborhood park, recreational and playground facility; 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 the Town, pursuant to the Lease attached hereto and incorporated herein by reference, for a term expiring on April 8, 2025, with an annual rental of One Dollar (\$1.00), the real property identified in the 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, Mayor
Commissioner Mary Lou Berger, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Steven L. Abrams
Commissioner Melissa McKinlay
Commissioner Priscilla A. Taylor

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 201__.

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

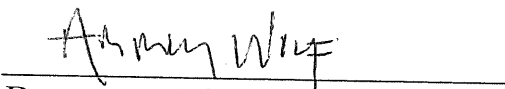
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

**PALM BEACH COUNTY
RESTATED LEASE AGREEMENT**

between

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

and

**THE TOWN OF JUPITER, FLORIDA
(Tenant)**

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RESTATED LEASE AGREEMENT

THIS RESTATED LEASE AGREEMENT made and entered into this _____ day of _____, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Landlord" and THE TOWN OF JUPITER, FLORIDA, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated April 6, 1999 (R99-570D) for the lease of approximately 1.5 acres of land adjacent to the Landlord's Jupiter Branch Library (Jupiter Library); and

WHEREAS, on March 17, 2009, the parties executed a First Amendment to Lease Agreement (R2009-0421) extending the Term of the Lease Agreement for one (1) year and providing for automatic one (1) year renewals thereafter; and

WHEREAS, Tenant has acquired grant funding that could be used to improve the land with new playground equipment provided Tenant can secure site control for a ten (10) year term; and

WHEREAS, County and Tenant agree to terminate and replace Lease Agreement R99-570D as amended by the First Amendment to Lease Agreement R2009-0421, with this Restated Lease Agreement ("Lease"), to enable the Tenant to continue to occupy the Premises and to implement the renovations for the playground as set forth more fully herein.

NOW THEREFORE, in consideration of the rent, mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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 Landlord demises and leases to the Tenant, and Tenant rents from Landlord approximately 1.5 acres of land, a portion of which is improved with playground equipment and various other improvements, adjacent to Landlord's Jupiter Library, as said property is depicted on the Site Plan attached hereto as "Exhibit A" and made a part hereof (the "Premises").

Section 1.02 Length of Term and Commencement Date.

This Lease is effective and binding upon the parties from the effective date of the original Lease Agreement, April 6, 1999 (the "Effective Date"), and the term of this Lease commenced on April 6, 1999 (the "Commencement Date") and shall extend to April 8, 2025 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Thereafter, upon mutual agreement between the Parties, the Term of this Lease may be renewed for five (5) successive one (1) year periods, each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any renewal thereof.

Section 1.03 Precedence of Restated Lease.

This Lease terminates and replaces all provisions of the Lease Agreement (R99-570D) dated April 6, 1999 as amended by the First Amendment to Lease Agreement (R2009-0421) dated March 17, 2009.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay Landlord an annual net rent of One Dollar (\$1.00) (the "Annual Rent"), payable on the Commencement Date and each subsequent annual anniversary date thereafter. Annual 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.

Section 2.02 Taxes and Assessments.

If properly assessed, Tenant shall pay before delinquency all taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, and/or Tenant's personal property located on the Premises. In the event this Lease or Tenant's use of the Premises renders the Premises subject to taxes or assessments, Tenant shall be responsible for and shall pay the same before delinquency.

**ARTICLE III
CONSTRUCTION AND 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, as of the Commencement Date of this Lease. No repair work, alterations, or remodeling of the Premises is required to be done by Landlord as a condition of this Lease.

Section 3.02 Tenant's Alterations.

A. Renovation Project Alterations.

Tenant shall perform alterations and shall replace/upgrade playground equipment at the Premises in substantial conformity to the depiction as set forth on Exhibit "A" (the "Renovation Project"). All such work shall be performed and funded solely by Tenant.

Tenant agrees to construct and install permanent Library-themed elements as an integral part of the Renovation Project. Such Library-themed elements shall include at a minimum, stamped Library-themed design(s) in sections of the concrete walkway and installation of new directional signage connecting the park and the Library. Tenant shall submit detailed plans and specifications on the Library-themed renovations and signage to County for its review and approval prior to Tenant's final authorization or approval of the design for the Library-themed renovations.

Tenant represents and warrants that the Renovation Project will have no drainage impacts on the adjacent Library property and further agrees to remediate any resultant drainage issues at Tenant's sole cost and expense.

B. General Requirements for Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of Landlord in each instance. Tenant shall submit detailed plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to commencing work on same.

Tenant agrees and acknowledges that all Alterations, whether pursuant to this Section or otherwise, are performed and accomplished solely for the benefit of Tenant, and not the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. All work done by Tenant in connection with any alterations, repairs and maintenance on the Premises shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the plans and specifications therefore. Additionally, approval of all Alterations is contingent on receipt of a professional engineer's certification that the Alterations will not have any drainage impacts on the adjacent Library property. Upon granting its approval for any Alterations, Landlord shall 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.

C. Construction Liens.

In compliance with Florida Statutes 713.10, Tenant covenants and agrees that nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the estate of the Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall notify any and all contractors and subcontractors employed by Tenant of this provision of this Lease. [If so requested by Landlord, Tenant shall file a notice pursuant to Florida Statutes 713.10 that the Landlord's estate is not subject to lien. Tenant shall also obtain a

public construction bond in accordance with Florida Statutes 255.05 covering all Alterations to the Premises the cost of which exceeds Twenty-Five Thousand (\$25,000) Dollars.

In the event that a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the Tenant shall satisfy such claim, or shall transfer same to security, within 10 days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said 10 day period, the Landlord may do so and thereafter charge the Tenant, and the Tenant shall promptly pay to Landlord upon demand all costs incurred by the Landlord in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, to the extent permitted by law and subject to the limits of liability as set forth in Section 768.28, Florida Statutes, the Tenant agrees to indemnify, defend and save the Landlord harmless from and against any damage or loss incurred by the Landlord 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 construction and operation of a neighborhood park, and for no other purpose whatsoever.

The Jupiter Library staff shall be permitted to reserve and use the park and/or park shelters for library sponsored activities at no cost. The Tenant shall implement a reservation process and provide the Jupiter Library staff with the process for reserving park shelters within 90 days of the Effective Date of this Agreement.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act of thing which may result in damage or depreciation of value of the Premises or which may affect Landlord's fee interest in the Premises or which results in an unsightly condition. Tenant shall not use, maintain, store or dispose of any contaminations including, but not limited to, hazardous 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 law. 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, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall indemnify, defend

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

Section 4.04 Non-Discrimination.

The parties agree and certify that each shall comply with Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R-2014-1421, as amended. It is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

In accordance with the above policy, all entities are required to submit a copy of their written non-discrimination policy to County which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, or such policy is inconsistent with County's policy, then such entity shall be required to sign a statement affirming they will comply with Resolution No. R-2014-1421, as amended.

Tenant has submitted a copy of its written non-discrimination policy which is consistent with County's policy, or Tenant has provided County with a signed statement affirming that it will comply with County's policy as contained in R-2014-1421, as amended.

Section 4.05 Surrender of Premises.

Upon the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, if so directed by Landlord, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the Landlord 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 Alterations shall revert to Landlord.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of Landlord and Tenant.

Landlord shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises and all improvements situate thereon. Tenant shall keep and maintain all portions of the Premises, and all Alterations constructed on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 Landlord's Right to Inspect.

Landlord or Landlord'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 all improvements situate thereon. Any such entrance into the Premises shall be conducted by Landlord in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Section 6.01 Tenant Responsibility.

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

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.01 Liability Insurance.

Tenant shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. Except for Workers Compensation, all insurance policies shall name the Landlord as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the Risk Management Department of the Landlord. The General Liability policy shall include coverage for Premises – Operations, Contractual Liability, and Broad Form Property Damage Liability coverages. In no event shall the limits of said insurance policies be considered as limiting the liability of Tenant under this Lease. In the event the Tenant shall fail to obtain or maintain in full force and effect any insurance coverages required to be obtained by Tenant under this Lease, Landlord may procure same from such insurance carriers as Landlord may deem proper, and Tenant shall pay Landlord, upon demand, any and all premiums, costs, charges and expenses incurred or expended by Landlord in obtaining such insurance. Notwithstanding the foregoing sentence, Tenant shall nevertheless hold Landlord harmless from any loss or damage incurred or suffered by Landlord from Tenant's failure to maintain such insurance.

It shall be the responsibility of the Tenant to provide initial evidence of the minimum amounts of insurance coverage referenced herein prior to Tenant's occupancy of the Premises. Said initial evidence shall be sent to:

Palm Beach County
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

and

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the Term of the Lease and prior to each subsequent renewal thereof, the Tenant shall provide this evidence of compliance with the insurance requirements contained herein to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum 30 day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of 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 Landlord, upon demand all premiums and expenses incurred by County.

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Agreement.

Section 7.02 Indemnification and Liability.

To the extent permitted by law, Tenant shall indemnify, defend and save harmless the Landlord from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the Premises, by reason or as a result of the use and occupancy of the Premises by the 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. In the event Landlord shall be made a party to any litigation commenced against the Tenant or by the Tenant against any third party, then, to the extent permitted by law, Tenant shall protect and hold Landlord harmless and pay all costs and attorney's fees incurred by Landlord in connection with such litigation, and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement to be sued by third parties or as agreement by Tenant to indemnify the Landlord for the Landlord's negligent, willful or intentional acts or omissions.

Section 7.03 Waiver by Tenant and Tenant's Insurers of Subrogation.

In the event of loss or damage to the Premises and/or any Alterations, the Tenant shall look solely to any insurance in its favor before making any claim against the Landlord, and the Tenant shall obtain and deliver to the Landlord, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the Landlord for loss or damage within the scope of the insurance, and the Tenant, for itself and its insurers, waives all such insured claims against the Landlord.

**ARTICLE VIII
ASSIGNMENT AND SUBLETTING**

Section 8.01 Consent Required.

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, without prior written consent of Landlord, which may be granted or withheld at Landlord's absolute discretion. In the event Landlord consents to Tenant's rental of the Premises, Tenant shall comply with, or ensure compliance with, any special event procedures or permitting requirements imposed by Landlord.

**ARTICLE IX
DEFAULT OF TENANT**

Section 9.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant shall fail to pay any sum due hereunder within 15 days after the same shall become due; (ii) Tenant shall fail to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed and such failure shall continue for more than 30 days after notice from Landlord; (iii) Tenant shall vacate or abandon the Premises; or (iv) Tenant's leasehold estate shall be taken by execution, attachment or process of law. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than 3 days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the 3 day period and the Landlord is so notified, this Lease will continue.

**ARTICLE X
ANNUAL BUDGETARY FUNDING/CANCELLATION**

Section 10.01 Annual Budgetary Funding and Termination.

This Lease and all obligations of Landlord 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, if Tenant fails to commence the Renovation Project within 90 days from the Commencement Date, both parties shall have the right thereafter to terminate this Lease with 120 days notice. In addition, commencing at the conclusion of the initial Term of the Lease, either party may cancel with 120 days notice.

**ARTICLE XI
QUIET ENJOYMENT**

Section 11.01 Landlord's Covenant.

Upon payment by the Tenant of the 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 Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XII
MISCELLANEOUS**

Section 12.01 Entire Agreement

This Lease and any Exhibits attached hereto, constitute all agreements, conditions and understandings between Landlord 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 Landlord or Tenant unless reduced to writing and signed by them.

Section 12.02 Notices.

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

Landlord:

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

With a copy to:

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

Tenant:

Town of Jupiter
Attention: Town Manager
210 Military Trail
Jupiter, Florida 33458
Fax: 561-575-9730

With a copy to:

Town of Jupiter
Attention: Town Attorney
210 Military Trail
Jupiter, Florida 33458
Fax: 561-745-2559

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon written notice to the other party.

Section 12.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 12.04 Broker's Commission.

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

Section 12.05 Recording.

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

Section 12.06 Waiver of Jury Trial.

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

Section 12.07 Governing Law.

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

Section 12.08 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from Landlord's public health unit.

Section 12.09 Time of Essence.

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

Section 12.10 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 12.11 Legal Expenses.

In the event that it shall become necessary for either party to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of either party to be kept or performed, regardless of whether suit be brought, both parties shall be responsible for their own attorneys fees and costs.

Section 12.12 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 12.13 Construction.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one

party as proposed 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 Agreement and the same shall remain in full force and effect.

Section 12.14 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 12.15 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 Landlord or Tenant or employees of Landlord or Tenant.

Section 12.16 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 12.17 Incorporation by Reference.

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

Section 12.18 Effective Date of Lease.

This Lease is effective and binding upon the parties from the Effective Date as defined in Section 1.02, but 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 REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

LANDLORD:

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

TENANT:

ATTEST:

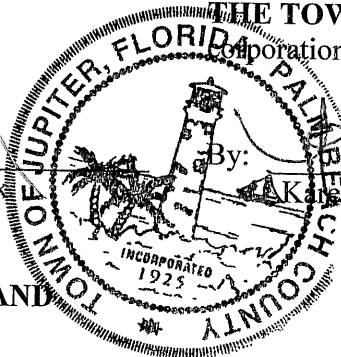
THE TOWN OF JUPITER, a municipal
Incorporation of the State of Florida

By: _____
Sally Boylan, Town Clerk

By: _____
Karen J. Golonka, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney



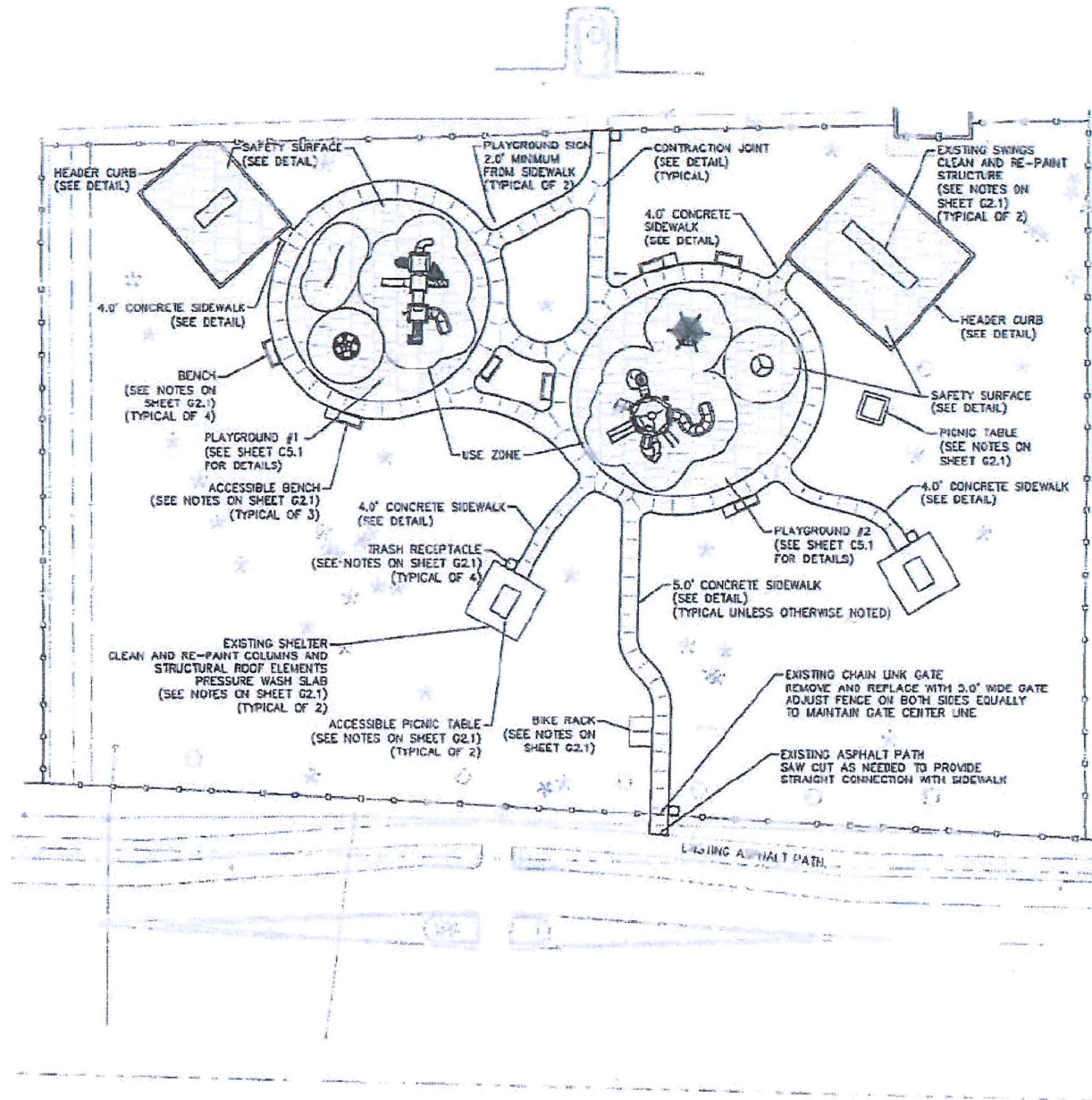


EXHIBIT A

<p>KHA PROJECT 04400061 DATE 11/06/2014 SCALE AS SHOWN DESIGNED BY BAJ DRAWN BY INJ CHECKED BY KMS</p>	<p>PINE GARDENS SOUTH PARK CDBG PREPARED FOR TOWN OF JUPITER</p>	<p>LICENSED PROFESSIONAL BRETT A. JOHNSON, P.E. FLORIDA LICENSE NUMBER 74005</p>	<p>SITE I</p>
<p>JUPITER FLORIDA</p>		<p>DATE: _____</p>	