

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2015

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted by: Parks and Recreation Department

Submitted for: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Interlocal Agreement with the Town of Lantana for the development of the A.G. Holley Sports Complex to change the project scope to relocate the A.G. Holley Sports Complex to the Lantana Sports Facility site.

Summary: This Second Amendment to Interlocal Agreement R95-40D, as amended by R96-449D, provides for a scope change to relocate the A.G. Holley Sports Complex to the Lantana Sports Facility Site and requires the replacement project to be completed by July 20, 2017. The Amendment to the Interlocal Agreement was requested by the Town of Lantana to allow them to relocate the A.G. Holley Sports Complex to the Lantana Sports Facility Site. No funding is required from the County for this project. District 7 (AH)

Background and Justification: On January 10, 1995, the Board entered into an Interlocal Agreement with the Town of Lantana for the development of the A. G. Holley Sports Complex for an amount not to exceed \$525,000. Funding was allocated from capital reserves (\$260,000) and the Recreation Assistance Program (\$265,000). On April 2, 1996, the Board approved a First Amendment to the Interlocal Agreement with the Town of Lantana to provide an additional \$40,000 in funding from the Recreation Assistance Program. Total funding provided to the Town of Lantana was \$565,000.

In 1996, the A.G. Holley Sports Complex was completed per the terms and conditions of the Interlocal Agreement. In 2014, the State of Florida sold the A.G. Holley property to a third party. Per the Interlocal Agreement, the Town of Lantana is required to maintain the complex for thirty (30) years (2025) and is responsible for rebuilding the sports complex. This second amendment allows the Town of Lantana to rebuild the sports complex as the A.G. Holley Sports Complex was demolished.

The Amendment has been executed on behalf of the Town of Lantana and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Second Amendment to Interlocal Agreement
2. Letter from the Town of Lantana

Recommended by: 
Department Director

7-14-2015
Date

Approved by: 
Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE POSITIONS (Cumulative) * 0

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

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

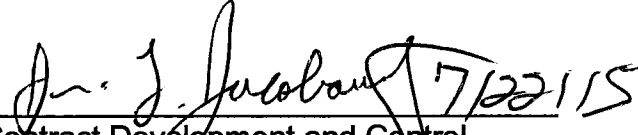
*There is no additional financial impact created by this Amendment.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:


 OFMB 7/16 EB 7/17 27117

 7/22/15
 Contract Development and Control
7-21-15 B Wheeler

B. Legal Sufficiency:

Anne Delgant 7/23/15
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

REVISED 09/2003
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND THE TOWN OF LANTANA
FOR THE DEVELOPMENT OF THE A. G. HOLLEY SPORTS COMPLEX**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the TOWN OF LANTANA, a Florida Municipal corporation, hereinafter referred to as "LANTANA".

WITNESSETH:

WHEREAS, on January 10, 1995, COUNTY entered into an Interlocal Agreement with LANTANA (R95-40D) as amended on April 2, 1996 (R96-449D) hereinafter referred to as "Interlocal Agreement" for the development of the A. G. Holley Sports Complex ("Original Project") on property leased by LANTANA from the Department of Health and Rehabilitative Services of the State of Florida; and

WHEREAS, the Original Project was completed in 1996. Subsequently, the State of Florida sold the A. G. Holley property to a third party; and

WHEREAS, on April 22, 2008, LANTANA entered into a Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as amended on August 28, 2014, for a fifty (50) year lease, attached hereto and made a part hereof as "Exhibit AA", and will relocate the Original Project which will be known as the Lantana Sports Facility ("Replacement Project"); and

WHEREAS, LANTANA has requested that the COUNTY approve the Replacement Project's approved location, project description and site plan, attached hereto and made a part hereof as "Exhibit CC" without any additional COUNTY funds; and

WHEREAS, both parties desire to amend the Interlocal Agreement; and

WHEREAS, entering into this second amendment serves a public purpose.

NOW, THEREFORE, the parties hereby agree to as follows:

1. Section 1 of the Interlocal Agreement shall be replaced in its entirety with the following to read "LANTANA agrees to abide by the Lease Agreement (Lease Number 4575) between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for said property, upon which the Replacement Project will be constructed. LANTANA shall immediately notify COUNTY of any breach of said lease or of any act or omission affecting said lease."

2. Section 4 of the Interlocal Agreement shall be replaced in its entirety with the following to read "LANTANA shall construct the Replacement Project in accordance with the Site Plan, attached hereto "Exhibit CC" and warrants that said Replacement Project

shall be open to the general public on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.”

3. Section 5 of the Interlocal Agreement shall be replaced in its entirety with the following to read “LANTANA shall complete the Replacement Project on or before twenty four (24) months from the date of the execution of this second amendment by the parties hereto. Upon written notification to the COUNTY, at least thirty (30) days prior to that date, LANTANA may request an extension beyond this period for the purpose of completing the Replacement Project. COUNTY shall not unreasonably deny LANTANA’S request for said extension.”

4. Section 7 of the Interlocal Agreement shall be replaced in its entirety with the following to read “This Interlocal Agreement shall commence on January 10, 1995 and shall terminate on January 9, 2025.”

5. Section 9 of the Interlocal Agreement shall be replaced in its entirety with the following to read “ This Interlocal Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Interlocal Agreement shall be held in Palm Beach County.”

6. Section 10 is added to the Interlocal Agreement to read “No provision of this Interlocal Agreement 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 Interlocal Agreement, including but not limited to any citizen or employees of the COUNTY and LANTANA.”

7. Section 11 is added to the Interlocal Agreement to read “Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 -2-440, as may be amended. 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 to audit, investigate, monitor, and inspect the activities of LANTANA, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of the Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.”

8. Except as provided herein, every other term of the Interlocal Agreement, as amended, shall remain in full force and effect, and the Interlocal Agreement is reaffirmed as modified herein.

IN WITNESS WHEREOF, the parties have caused second amendment to the Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

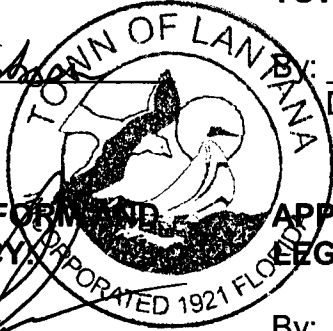
By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

ATTEST:

TOWN OF LANTANA

By: *Crystal A. Johnson*
Lantana Clerk



By: *David J. Stewart*
David J. Stewart, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *[Signature]*
Lantana Attorney

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: *Eric Call*
Eric Call, Director
Parks and Recreation Department

LIST OF EXHIBITS

EXHIBIT AA	Lease Number 4575
EXHIBIT CC	Site Plan

ATL1
11 Acres

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 1 TO LEASE NUMBER 4575

THIS LEASE AMENDMENT is entered into this 28 day of August, 2014, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and TOWN OF LANTANA, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on April 22, 2008, LESSOR and LESSEE entered into Lease Number 4575 (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4575 is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.

2. Paragraph 4. PURPOSE is hereby amended, replaced and superseded in its entirety by the following:

4. PURPOSE: The LESSEE shall manage the leased premises for the management and operation of a police department, community center, and/or a public sports complex along with other related uses necessary for the accomplishment of these purposes as designated in the Land Use Plan required by paragraph 8 of this lease.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 4575, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

4. It is understood and agreed by LESSOR and LESSEE that this Amendment Number One to Lease Number 4575 is hereby binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Cheryl C. McCall (SEAL)
CHERYL C. MCCALL, CHIEF,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Kathy C Griffin
Witness
Kathy C Griffin
Print/Type Witness Name

Diane Martin
Witness
DIANE MARTIN
Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

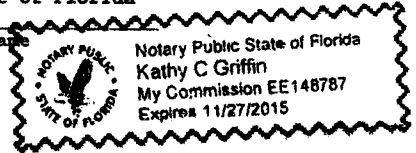
The foregoing instrument was acknowledged before me this 26th day of August, 2014, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Kathy C Griffin
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: _____
DEP Attorney

TOWN OF LANTANA, FLORIDA
By its Town Council

[Signature]
Witness

Stephen Kaplan
Print/Type Witness Name

[Signature]
Witness

Sean Scribner, Sr.
Print/Type Witness Name

By: [Signature] (SEAL)

Title: Mayor
"LESSEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of August, 2014, by David Stewart, as Mayor, on behalf of the Town of Lantana. He/She is personally known to me or has produced N/A as identification.

[Signature]
Notary Public, State of Florida

Crystal D. Gibson
Print/Type Notary Name

Commission Number: EE 861752

Commission Expires: April 30, 2017

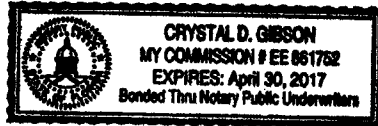


EXHIBIT "A"

LEGAL DESCRIPTION OF RELEASED PREMISES

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1706, PAGE 583, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 87°56'11" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, A DISTANCE OF 40.04 FEET TO A LINE LYING 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33; THENCE SOUTH 00°36'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 564.39 FEET TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE TRUSTEES OF THE INTERNAL TRUST FUND DEED - LEASE NO. 4091, DATED SEPTEMBER 27, 1995 AND AS SHOWN ON THE BOUNDARY SURVEY FOR THE DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 1-94-052BL - DATED 10/26/94 AND THE BOUNDARY SURVEY FOR A.G. HOLLEY SCRUB TURTLE LEASE PARCEL - PREPARED BY PALM BEACH COUNTY, PROJECT NO. 2007012-15 (DWG. NO. S-3-07-2736) - DATED 06/05/2007; THENCE NORTH 87°56'11" WEST ALONG SAID NORTH LINE, A DISTANCE OF 499.94 FEET TO THE WEST LINE OF SAID LEASE; THENCE SOUTH 00°36'27" EAST ALONG SAID WEST LINE, A DISTANCE OF 61.29 FEET TO A LINE LYING 625.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°36'27" EAST ALONG SAID WEST LINE AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 541.06 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE PROPERTY AS SHOWN ON THE BOUNDARY SURVEY FOR THE LANTANA/LAKE WORTH HEALTH CLINIC - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 3-89-26 - DATED 04/18/89; THENCE NORTH 89°26'09" WEST ALONG SAID EASTERLY PROLONGATION, A DISTANCE OF 891.60 FEET; THENCE NORTH 00°33'51" EAST ALONG THE EAST LINE OF SAID BOUNDARY SURVEY, A DISTANCE OF 564.00 FEET TO SAID LINE LYING 625.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 87°56'11" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 880.84 FEET TO SAID EAST LINE AND THE POINT OF BEGINNING.

BSM APPROVED

BY M DATE 11-25-13

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4575

THIS LEASE AGREEMENT made and entered into this 22nd day of April 2008, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and TOWN OF LANTANA, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years commencing on April 22nd, 2008 and ending on April 21st, 2058, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the management and operation of a police department, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all

management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and

liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28,

Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages

that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Mr. Richard Lincoln
Lantana Police Department
500 Greynold Circle
Lantana, Florida 33462

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida

Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to

termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved

by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements

located thereon, in a state of good condition, working order and
Page 10 of 14
Lease No. 4575

repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease. None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Robert J. Smith
Witness
Robert J. Smith
Print/Type Name
David Fewell
Witness
DAVE FEWELL
Print/Type Name

By: Gloria C. Barber (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER
BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd day of April, 2008, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.



David L. Fewell
Notary Public, State of Florida
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: John H. Hester
DEP Attorney

TOWN OF LANTANA, FLORIDA
By its Town Council

By: David J. Stewart
DAVID J. STEWART
Print/Type Name
Title: MAYOR
"LESSEE"

Michele Knox
Witness
Stephen Kaplan
Print/Type Name
Michele Knox
Witness
Michael Greenstein
Print/Type Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14
day of April 2008, by David J. Stewart, as
Mayor respectively, on behalf of the Town of
Lantana, Florida. (He)She is personally known to me.

Michele Knox
Notary Public, State of Florida
Michele Knox
Print/Type Notary Name

Commission Number:

Commission Expires:



EXHIBIT "A"

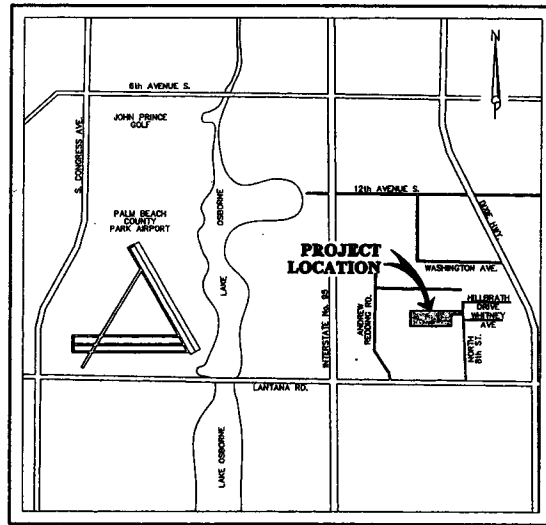
LEGAL DESCRIPTION OF THE LEASED PREMISES

The SOUTH 435.63 FEET OF THE NORTH 999.41 FEET OF THE EAST 539.41 FEET OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM THE EASTERLY 40 FEET FOR ROAD RIGHT-OF-WAY PERTAINING TO 8TH STREET, LYING IN LANTANA, FLORIDA.

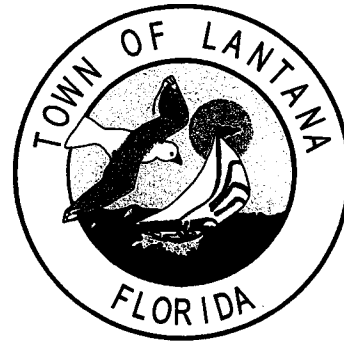
APPROVED BY
DEP - BSM
SURVEY REVIEW SECTION
BSM#
DATE 3-26-08

TOWN OF LANTANA LANTANA SPORTS FACILITY

BID SET
FEBRUARY 2015



LOCATION MAP
NTS
S33 T44 R43



TOWN COUNCIL

- | | | |
|------------------------|---|------------------------|
| MAYOR | - | DAVID J. STEWART |
| VICE MAYOR | - | LYNN MOORHOUSE, D.D.S. |
| VICE MAYOR PRO TEM | - | MALCOLM BALFOUR |
| COUNCIL MEMBER | - | PHILIP ARIDAS |
| COUNCIL MEMBER | - | TOM DERINGER |
| TOWN MANAGER | - | DEBORAH MANZO |
| DIRECTOR OF OPERATIONS | - | MIKE GREENSTEIN |
| UTILITIES DIRECTOR | - | JERRY DARR |

DESIGN CONSULTANTS

- MATHEWS CONSULTING, INC.
(Paving, Grading, Drainage, Water, Wastewater)
- ARCHITECTURE GREEN LLC
(Ballfields Design, Site Plan & Details, Architecture)
- ELECTRICAL DESIGN ASSOCIATES
(Sports Lighting & Site Electrical)
- NEIL-SMITH & ASSOCIATES
(Landscape & Irrigation)
- RGD CONSULTING ENGINEERS
(Building MEP)

EXHIBIT "CC"

Date: 11/17/2015
 Time: 10:00 AM
 Project: Lantana Sports Facility
 Sheet: 1 of 78
 Title: G-1

FOR INFORMATION REGARDING THIS PROJECT, CONTACT:

M. REBECCA TRAVIS, P.E.
MATHEWS CONSULTING, INC.
477 S. ROSEMARY AVENUE, SUITE 330
WEST PALM BEACH, FL 33401
561/855-0175



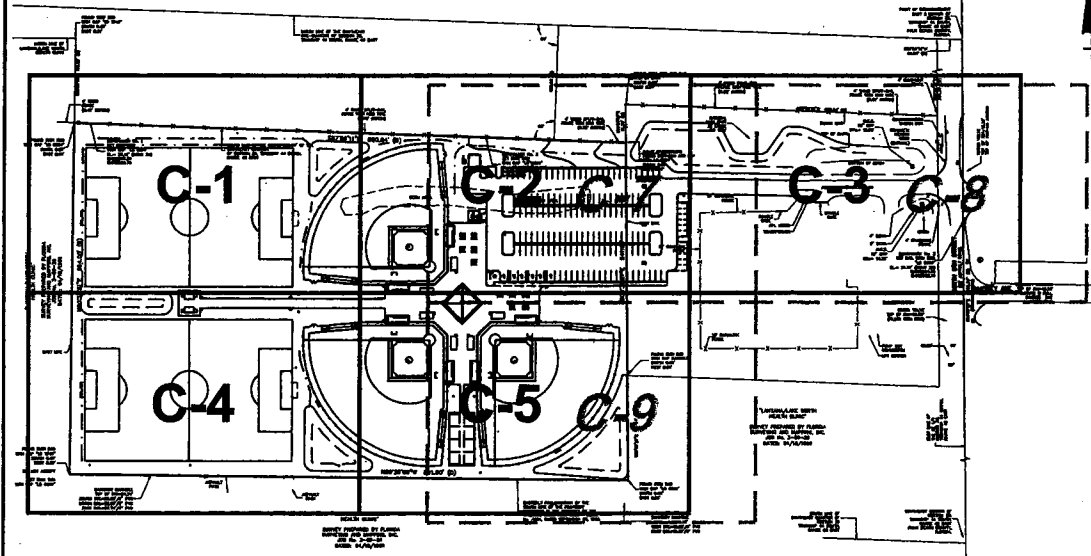
CIVIL ENGINEERS
477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401
Phone: 561-855-0175 • Fax: 561-855-0179
www.mathewsconsulting.com EB-007629

TITLE SHEET AND
LOCATION MAP

SHEET: 1 of 78
DRAWING: G-1

DRAWING INDEX

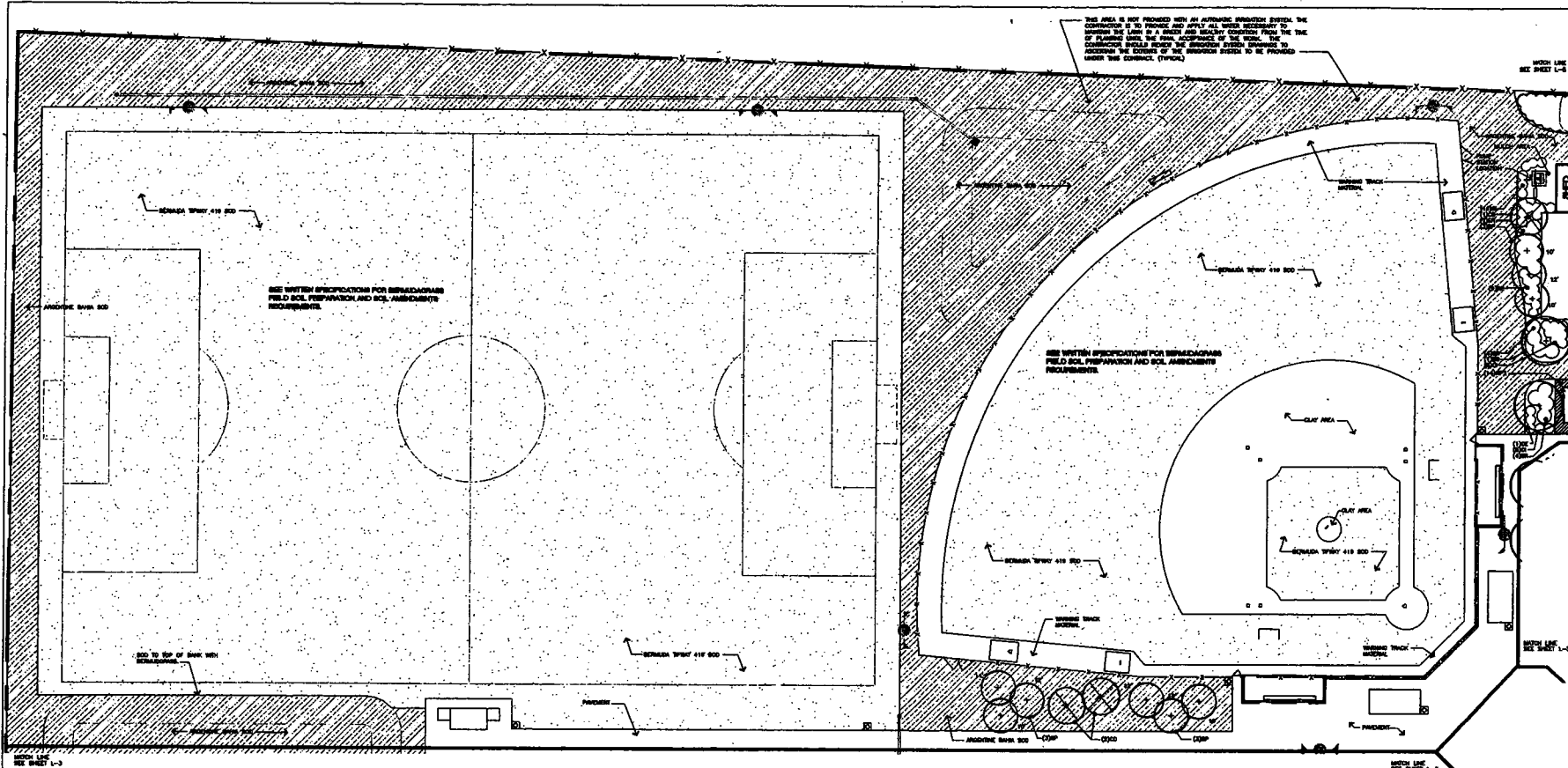
SHEET	DRAWING	TITLE
1	0-1	TITLE SHEET AND LOCATION MAP
2	0-2	DRAWING INDEX AND KEY MAP
3	0-3	GENERAL NOTES
4	0-4	SURVEY NOTES AND SURVEY CONTROL
5	0-5	EXISTING SITE SURVEY
6	0-6	DEMOLITION SITE PLAN
7	0-7	SITE PLAN W/AERIAL
8	0-8	PAVING, GRADING & DRAINAGE - SHEET 1
9	0-9	PAVING, GRADING & DRAINAGE - SHEET 2
10	0-10	PAVING, GRADING & DRAINAGE - SHEET 3
11	0-11	PAVING, GRADING & DRAINAGE - SHEET 4
12	0-12	PAVING, GRADING & DRAINAGE - SHEET 5
13	0-13	PAVING, GRADING & DRAINAGE - SECTIONS
14	0-14	WATER & WASTEWATER - SHEET 1
15	0-15	WATER & WASTEWATER - SHEET 2
16	0-16	WATER & WASTEWATER - SHEET 3
17	0-17	PAVING & DRAINAGE DETAILS - SHEET 1
18	0-18	PAVING & DRAINAGE DETAILS - SHEET 2
19	0-19	WATER & WASTEWATER DETAILS - SHEET 1
20	0-20	WATER & WASTEWATER DETAILS - SHEET 2
21	0-21	LIFT STATION
22	0-22	PLANTING KEY PLAN AND DETAILS
23	0-23	PARTIAL SITE PLANTING PLAN
24	0-24	PARTIAL SITE PLANTING PLAN
25	0-25	PARTIAL SITE PLANTING PLAN
26	0-26	PARTIAL SITE PLANTING PLAN
27	0-27	IRRIGATION KEY PLAN AND DETAILS
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30	0-30	PARTIAL SITE IRRIGATION PLAN
31	0-31	PARTIAL SITE IRRIGATION PLAN
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35	0-35	ENLARGED PLAZA LAYOUT
36	0-36	ENLARGED SOFT FIELD LAYOUT
37	0-37	DUGOUT PLAN
38	0-38	BATING CAGE PLAN
39	0-39	TENNIS DETAILS
40	0-40	SOCCER FIELD LAYOUT
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CONCESSION BUILDING		
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48	A-3.2	ACCESSIBILITY REQUIREMENTS
49	A-4	SECTIONS
50	A-5	REFLECTED CEILING PLAN
51	A-6	ROOF PLAN
52	A-7	SCHEDULES AND DETAILS
53	S-1	GENERAL NOTES
54	S-2	WIND LOADS AND ABBREVIATIONS
55	S-3	FOUNDATION AND ROOF
56	S-4	SLAB AND FOUNDATION DETAILS
57	S-5	FRAMING DETAILS
58	S-6	WALL AND OPENING DETAILS
59	ME-1	MECHANICAL NOTES, LEGENDS & MECHANICAL FLOOR PLAN
60	ME-1	MECHANICAL SCHEDULES & DETAILS
61	PL-1	PLUMBING NOTES & LEGENDS
62	PL-1	SANITARY FLOOR & ISOMETRIC PLANS
63	PL-2	DOMESTIC WATER FLOOR & ISOMETRIC PLANS
64	PL-3	PLUMBING SCHEDULES & DETAILS
65	ED-1	ELECTRICAL COVER SHEET
66	ED-1	ELECTRICAL PLAN
67	ED-1	LIGHTNING PROTECTION PLAN
SITE ELECTRICAL		
68	SE-01	ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS
69	SE-02	ELECTRICAL UTILITY SITE PLAN
70	SE-03	OVERALL ELECTRICAL SITE PLAN - BASE BID
71	SE-04	OVERALL ELECTRICAL SITE PLAN - ALTERNATE BID
72	SE-05	SINGLE LINE DIAGRAM - BASE BID
73	SE-06	SINGLE LINE DIAGRAM - ALTERNATE BID
74	SE-07	ELECTRICAL DETAILS - SHEET 1
75	SE-08	ELECTRICAL DETAILS - SHEET 2
76	SE-09	PANEL SCHEDULES
77	PI-01	SPORTING FIELDS PHOTOMETRIC PLAN
78	PI-02	PARKING LOT PHOTOMETRIC PLAN



KEY MAP

BID SET

NO.	DATE	ISSUED FOR	APPROVED BY	DESIGNED:	M.R.T.	DRAWN:	J.A.J.	CHECKED:	A.C.	APPROVED:	D.L.M.	M. REBECCA TRAVIS, P.E. No. 40988	VERIFY SCALE 1" = 1'-0" BAR IS ONE INCH ON FULL SIZE (20x34) ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.	ENGINEER NO.: 1780	TOWN OF LANTANA LANTANA SPORTS FACILITY	DATE: FEB. 2015
														CLIENT	DRAWING INDEX AND KEY MAP	SHEET: 2 of 78
														CAD REF.: 1780002		DRAWING: G-2



1 PARTIAL SITE PLANTING PLAN
L-2
SCALE T = 3/4" = 1'



NO.	DATE	ISSUED FOR	APPROVED BY

DESIGNED: RCS
DRAWN: RCS
CHECKED: RCS
APPROVED: RCS

ROBERT C. SMITH
LANDSCAPE ARCHITECT
FLORIDA LA #0000489

MATHEWS CONSULTING
CIVIL ENGINEERS
477 S. Highway Avenue, Suite 200, West Palm Beach, Florida 33409
Phone: 561-834-8171 Fax: 561-834-8170
www.mathewsconsulting.com

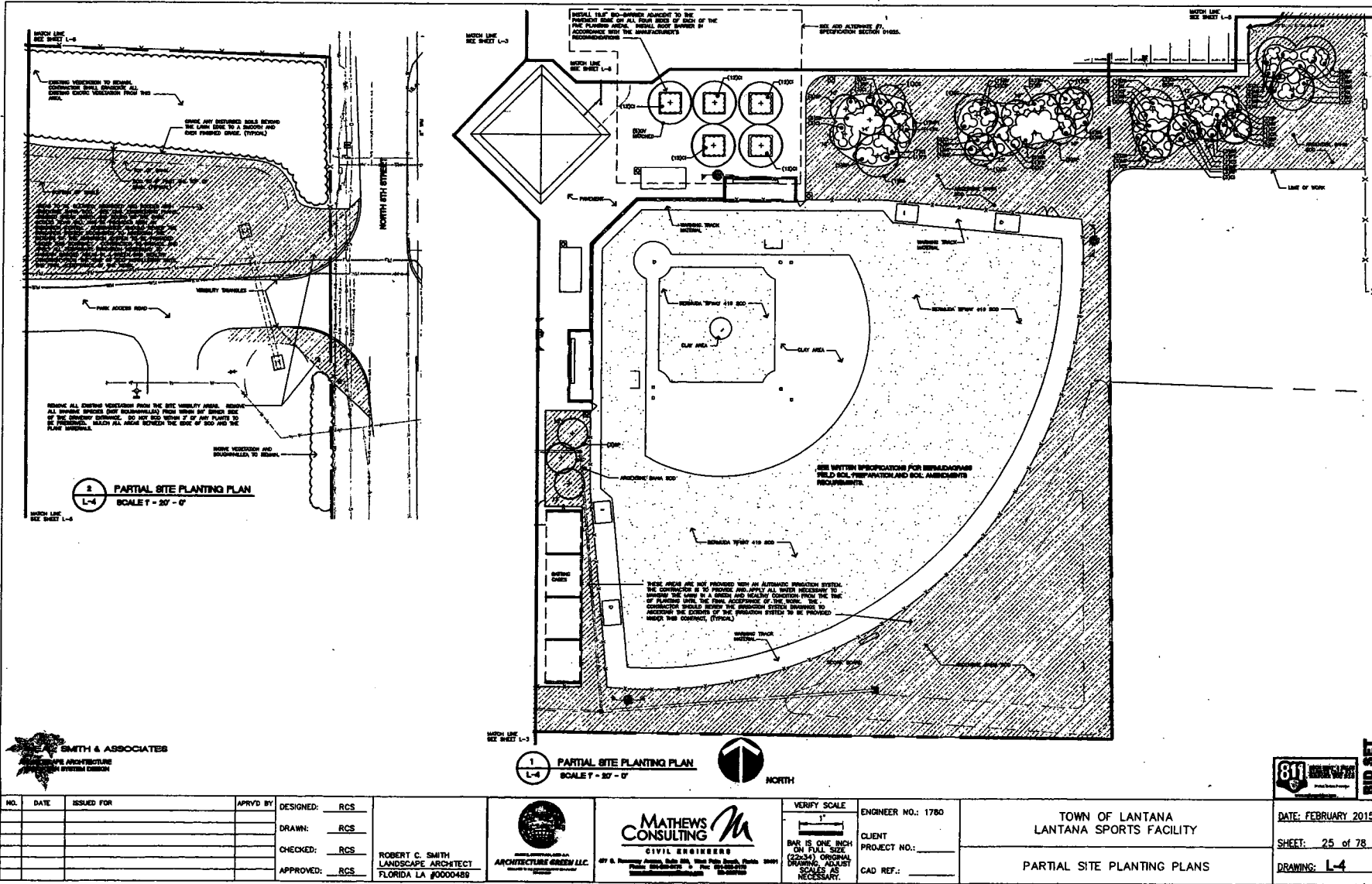
VERIFY SCALE
1" = 1'
BAR IS ONE INCH ON FULL SIZE (20-24) ORIGINAL DRAWING. ADJUST SCALE AS NECESSARY.

ENGINEER NO.: 1780
CLIENT PROJECT NO.:
CAD REF.:

TOWN OF LANTANA
LANTANA SPORTS FACILITY
PARTIAL SITE PLANTING PLAN

811
DATE: FEBRUARY 2015
SHEET: 23 of 78
DRAWING: L-2

BID SET



NO.	DATE	ISSUED FOR	APPROVED BY

DESIGNED: RCS
DRAWN: RCS
CHECKED: RCS
APPROVED: RCS

ROBERT C. SMITH
LANDSCAPE ARCHITECT
FLORIDA LA #0000488

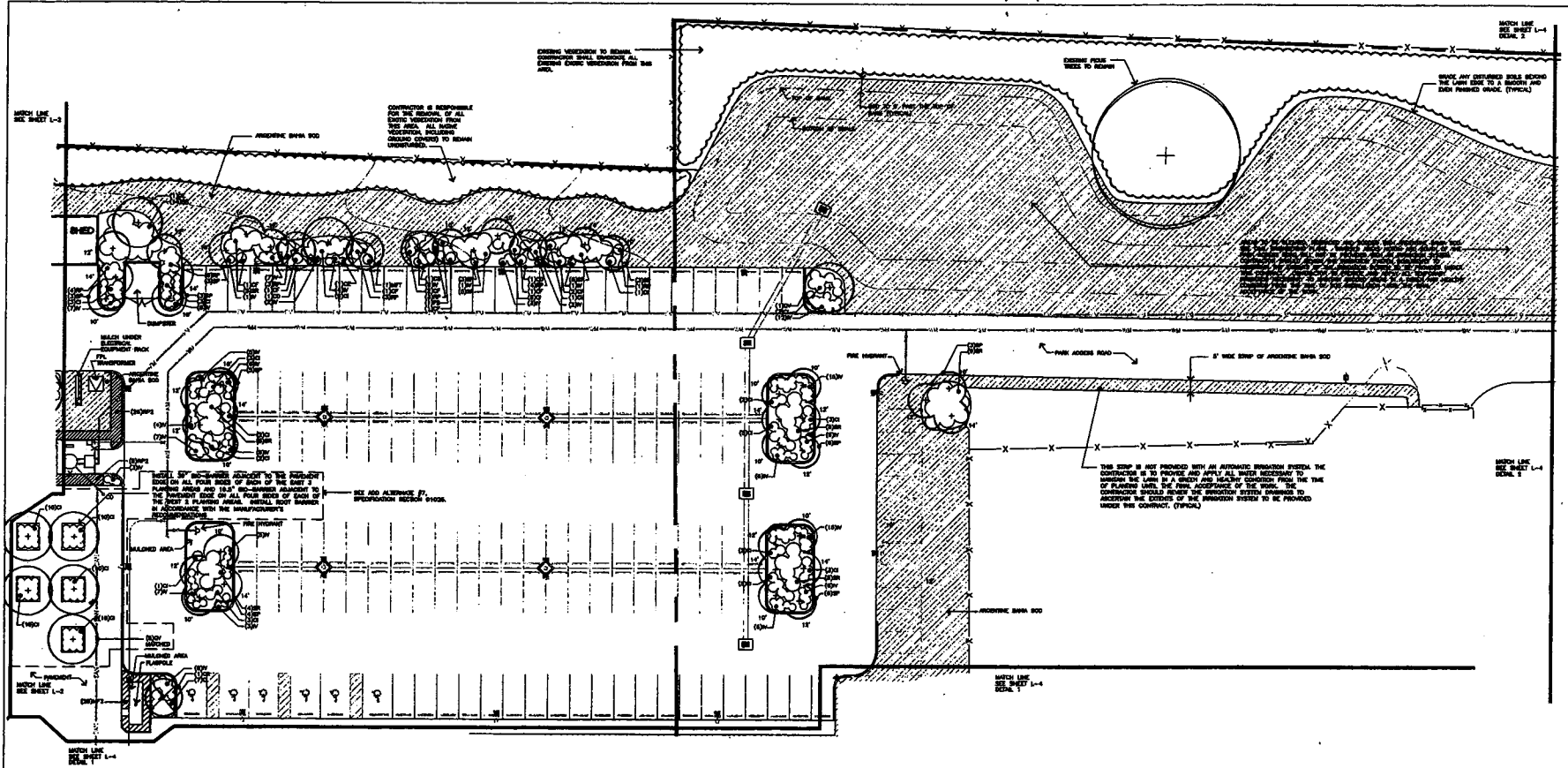
MATHEWS CONSULTING
CIVIL ENGINEERS
OFF & PROJECT ADDRESS: 1015 S.W. 15th Street, Suite 1000
MIAMI, FLORIDA 33135
TEL: 305.441.1111
WWW.MATHEWSCONSULTING.COM

VERIFY SCALE
1"
BAR IS ONE INCH
ON FULL SIZE
(22-3/4) ORIGINAL
DRAWING. ADJUST
SCALE AS
NECESSARY.

ENGINEER NO.: 1780
CLIENT PROJECT NO.:
CAD REF.:

PARTIAL SITE PLANTING PLANS

811
DATE: FEBRUARY 2015
SHEET: 25 of 78
DRAWING: L-4



1 PARTIAL SITE PLANTING PLAN
L-5
SCALE 1" = 30' - 0"



NO.	DATE	ISSUED FOR	APPROVED BY

DESIGNED: RCS
 DRAWN: RCS
 CHECKED: RCS
 APPROVED: RCS

ROBERT C. SMITH
 LANDSCAPE ARCHITECT
 FLORIDA LA #0000489



MATHEWS CONSULTING
 CIVIL ENGINEERS

477 S. Pineapple Avenue, Suite 200, Coral Gables, Florida 33134
 Phone: 305.442.4444, Fax: 305.442.4444
 www.mathewsconsulting.com

VERIFY SCALE
 1" = 30'
 BAR IS ONE INCH ON FULL SIZE (200%) ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

ENGINEER NO.: 1780
 CLIENT PROJECT NO.:
 CAD REF.:

TOWN OF LANTANA
 LANTANA SPORTS FACILITY

PARTIAL SITE PLANTING PLAN

811

DATE: FEBRUARY 2015
 SHEET: 26 of 78
 DRAWING: L-5

BID SET

REPORT OF SURVEY:

- 1. The survey depicted herein has been classified as a Boundary and Topographic Survey as defined in Rule 54-17.000(1)(3)(a) of the Florida Administrative Code, pursuant to Chapter 475.002, Florida Statutes as amended.
2. This survey has been prepared in the office of Dennis J. Leavy & Associates, Inc. located at: 460 Business Park Way, Suite B, Royal Palm Beach, Florida whose certificate of authorization number is 6589, and the certifying surveyor's license number is 15 5088.
3. Date of field survey: October 21, 2014, as recorded in Field Book(s): 398/21-26 and 398/30-32.
4. This survey does not meet those standards established by the American Land Title Association.
5. Underground apparent use and/or improvements not located unless otherwise noted.
6. This instrument may not be reproduced in part or whole without the written consent of Dennis J. Leavy & Associates, Inc.
7. This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
8. Measurements shown herein are expressed in feet and decimal parts thereof unless otherwise noted.
9. The underground means no representations or guarantees as to the information reflected herein pertaining to easements, rights of way, setback lines, easements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown herein were not abstracted for rights of way and/or easements of record.
10. All dates shown within the revisions block herein are for interface filing use only and in no way affect the date of the field survey stated herein.
11. In some instances, graphic representations have been exaggerated to more clearly illustrate relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over noted positions.
12. Bearings depicted herein are based upon the east line of the southeast one quarter of Section 33, Township 44 South, Range 43 East, Palm Beach County, Florida. Said line having a bearing of South 00°36'27" East based upon the North American Datum of 1983, on the 1983 adjustment for the Florida Transverse Mercator East Zone.
13. Benchmarks of Origin: Palm Beach County Engineering Department Benchmarks "DANSON" and "SEAHAM" whose published elevations are 16.389' and 16.432' respectively, based upon the National Geodetic Vertical Datum 1929 (NGVD29).
14. Elevations referenced herein are based on the National Geodetic Vertical Datum of 1929 (NGVD 29).
15. The elevations shown herein are for the purpose of indicating the ground elevation only at the position shown and in no way indicate elevations at any other point than that shown herein and do not determine subsurface conditions.
16. This survey lies within Section 33, Township 44 South, Range 43 East, Palm Beach County, Florida.
17. This survey does not address environmental matters, jurisdictional boundaries or hazardous waste concerns, should only the foregoing apply.
18. By graphic plotting only, the subject property lies within Zone C, as shown on the Flood Insurance Rate Map Community Panel Number 120214 0001 C, Map Revised: October 15, 1982.

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1706, PAGE 583, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 87°56'11" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33, A DISTANCE OF 40.04 FEET TO A LINE LYING 40.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 33; THENCE SOUTH 00°36'27" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 564.39 FEET TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE TRUSTEES OF THE INTERNAL TRUST FUND DEED - LEASE NO. 4091, DATED SEPTEMBER 27, 1995 AND AS SHOWN ON THE BOUNDARY SURVEY FOR THE DEPARTMENT OF HEALTH AND REHABILITATION SERVICES - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 1-94-0238 - DATED 10/28/94 AND THE BOUNDARY SURVEY FOR A.G. HOLLEY SCRUB TURTLE LEASE PARCEL - PREPARED BY PALM BEACH COUNTY, PROJECT NO. 2007012-18 (DWG. NO. S-3-07-2736) - DATED 06/05/2007; THENCE NORTH 87°56'11" WEST ALONG SAID NORTH LINE, A DISTANCE OF 496.84 FEET TO THE WEST LINE OF SAID LEASE; THENCE SOUTH 00°36'27" EAST ALONG SAID WEST LINE, A DISTANCE OF 61.25 FEET TO A LINE LYING 625.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°36'27" EAST ALONG SAID WEST LINE AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 641.06 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE PROPERTY AS SHOWN ON THE BOUNDARY SURVEY FOR THE LANTANA LAKE NORTH HEALTH CLINIC - PREPARED BY FLORIDA SURVEYING AND MAPPING, INC., JOB NO. 3-89-26 - DATED 04/18/89; THENCE NORTH 89°26'09" WEST ALONG SAID EASTERLY PROLONGATION, A DISTANCE OF 891.60 FEET; THENCE NORTH 00°33'51" EAST ALONG THE EAST LINE OF SAID BOUNDARY SURVEY, A DISTANCE OF 864.00 FEET TO SAID LINE LYING 825.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH 87°56'11" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 880.84 FEET TO SAID EAST LINE AND THE POINT OF BEGINNING.

Containing 11.2 acres more or less.

STATEMENT OF PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO DEFINE THE BOUNDARY LIMITS AND THE EXISTING TOPOGRAPHY FOR A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 44S, RANGE 43E, PALM BEACH COUNTY, FLORIDA.

DENNIS J. LEAVY & ASSOCIATES, INC. PROFESSIONAL SURVEYORS & MAPPERS 460 BUSINESS PARK WAY, SUITE B, ROYAL PALM BEACH, FL 33411 PHONE (561) 753-0920 / FAX (561) 753-0290

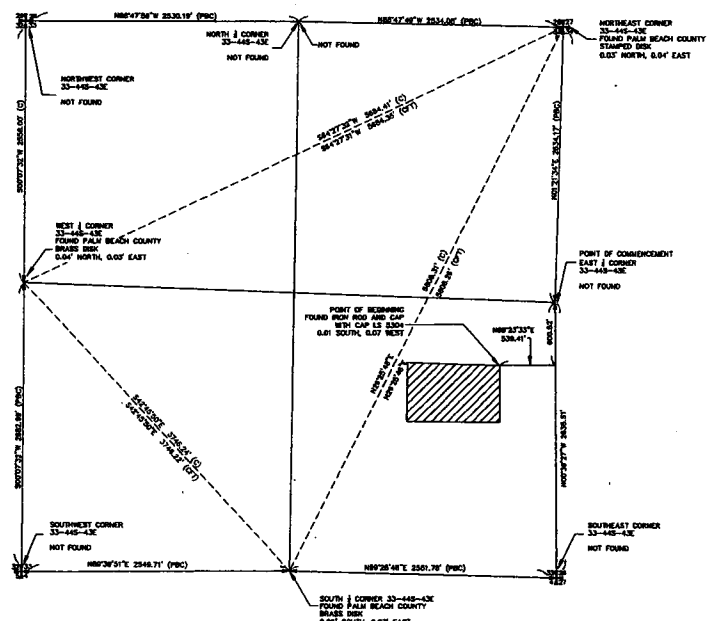
SURVEY SYMBOL LEGEND:

- DIAMETER
ELECTRIC OUTLET
BACK FLOW PREVENTER
WATER METER
IRRIGATION VALVE
SANITARY VALVE
WATER VALVE
SPRINKLER
SIGN
OVERHEAD UTILITY WIRE
EXISTING ELEVATION
FIRE HYDRANT
WOOD POWER POLE
CONCRETE POWER POLE
GROUND LIGHT
WOOD POLE STREET LIGHT
CONCRETE POLE STREET LIGHT
FIBER OPTIC MARKER
ELECTRIC METER
ELECTRIC HANDHOLD
UNKNOWN HANDHOLD
TELEPHONE HANDHOLD
ELECTRIC BOX
IRRIGATION CONTROL VALVE IN CONC. BOX
PARKING METER
UNKNOWN RESER BOX
RECLAIMED WATER VALVE
KEY PAD
DATCH BASH
RED FLAG
WHITE FLAG
BLUE FLAG
YELLOW FLAG
ORANGE FLAG
GREEN FLAG
BLUE PAINT MARKS
RED PAINT MARKS
GREEN PAINT MARKS
ORANGE PAINT MARKS
PURPLE PAINT MARKS
WHITE PAINT MARKS
SPRINKLER HEAD
LIGHT POST
MAILBOX
CONCRETE SIGNAL LIGHT POLE
TRASH CAN
MONITORING WELL
ELECTRICAL PANEL
TRAFFIC HANDHOLD
GAS TEST BOX
UNKNOWN RESER BOX
CONCRETE UTILITY POLE
LANDSCAPE LIGHT

SURVEY LEGEND:

- ASPH. - ASPHALT
BPP - BLACK PLASTIC PIPE
BET - BELLOUTH TELEPHONE
C/L - CENTERLINE
C - CALCULATED
CT - CALCULATED FROM FIELD TRAVERSE
CLP - CHAIN LINE FORCE
CMP - CONCRETE LIGHT POLE
COMP - COMPANATED METAL PIPE
CONC - CONCRETE
CP - CONCRETE PIPE
C - CENTRAL ANGLE
DCVA - DOUBLE CHECK VALVE ASSEMBLY
DF - DUCTILE IRON PIPE
DIP - DEPRESSION (DOWN)
FIC - FLORIDA INCH
EL - ELEVATION
EP - EDGE OF PAVEMENT
EOW - EDGE OF WALK
F.D.C.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
F.P.L. - FLORIDA POWER AND LIGHT
F.F. - FINISH FLOOR ELEVATION
FND - FOUND
MH - HAND HOLE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
HVI - HIKET
I.R.C. - IRON ROD & CAP
LEN - LENGTH
L.F. - LINEAR FEET
LSA - LANDSCAPE AREA
L.W.D.D. - LAKE WORTH DRAINAGE DISTRICT
M/P - METAL PIPE
N/A - NOT ACCESSIBLE
N/D - NAIL AND DISK
OHW - OVERHEAD WIRE
O.R.B. - OFFICIAL RECORD BOOK
P.B. - PLAT BOOK
P.B.C.R. - PALM BEACH COUNTY RECORDS
PC - PALM BEACH COUNTY
PP - PLASTIC PIPE
P/P - PARKER-PALM BRAND
P/R - PERMANENT REFERENCE MARKER
PK - POLYNYL CHLORIDE
R - RADIIUS
R/C - ROD AND CAP
RCP - REINFORCED CONCRETE PIPE
R/W - RIGHT OF WAY
R/W - RIGHT OF WAY MAP
R.S. - REGISTERED LAND SURVEYOR
SEC - SECTION
STA. - STATION
TRIF - TRUSTEES OF THE INTERNAL IMPROVEMENTS TRUST FUND
T.O.N. - TOP OF NUT
T.O.P. - TOP OF PIPE
T.O.W. - TOP OF WALL
U.E. - UTILITY EASEMENT
UNK - UNKNOWN
VERT. - VERTICAL
VAL - VALLEY CUTTER
VSP - WITHEED SLAY PIPE
WPP - WOOD POWER POLE

NOTE: TREES EXIST ON THE SITE BUT WERE NOT LOCATED AT THE CLIENTS REQUEST.



HORIZONTAL CONTROL DETAIL

Scale: 1" = 100' (AS SHOWN)
Date: 11/16/2015
Project: Lantana Sports Facility
Drawing: 0-4

Table with columns: NO., DATE, ISSUED FOR, APPROVED BY, DESIGNED: M.R.T., DRAWN: J.A.J., CHECKED: A.C., APPROVED: D.L.M., M. REBECCA TRAVIS, P.E. No. 40988

MATHEWS CONSULTING CIVIL ENGINEERS 477 E. Highway Avenue, Suite 300, West Palm Beach, Florida 33411 Phone: 561-454-1170 Fax: 561-454-1175 www.matthewsconsulting.com

VERIFY SCALE 1" = 100' BAR IS ONE INCH LONG FULL SIZE (CONTRACTOR'S COPY) ORIGINAL SCALE AS SHOWN ON DRAWING. ENGINEER NO.: 1780 CLIENT PROJECT NO.: CAD REF.: 1780004

TOWN OF LANTANA LANTANA SPORTS FACILITY SURVEY NOTES AND SURVEY CONTROL

DATE: FEB. 2015 SHEET: 4 of 78 DRAWING: G-4

BID SET

Corbett, White and Davis, P.A.

ATTORNEYS AT LAW
1111 Hypolux. Road, Suite 207

Lantana, Florida 33462

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ABIGAIL FORRESTER JORANDBY
JENNIFER GARDNER ASHTON
ERIN L. DEADY, P.A., Of Counsel**

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* Board Certified in City, County and Local Government Law
^ State Certified County and Circuit Court Mediator

**AICP, LEED AP

January 22, 2013

Palm Beach County Parks and Recreation Department
Attn: Eric Call, Director
2700 Sixth Avenue, South
Lake Worth, Florida 33461

Re: Notice of potential matters which may affect sublease of A.G. Holley Sports Complex

Dear Mr. Call,

I am writing to you regarding State of Florida's Department of Environmental Protection ("DEP") intent to terminate its current lease (the "master lease") with the Department of Health and Rehabilitative Services (the "DOH"), the agency with which the Town of Lantana (the "Town") currently has a sublease (the "sublease") for approximately 23 acres of the property commonly referred to as the "A.G. Holley" property. The Town utilizes the subleased premises for a sports complex, which includes ball fields with lights and other accessory infrastructure ("Sports Complex").

The Town has previously entered into an "Interlocal Agreement Between Palm Beach County and The Town of Lantana for the Development of the A.G. Holley Sports Complex" dated January 10, 1995 (R95 0040D) (the "Interlocal"). Section 1. of the Interlocal states the following:

1. Lantana agrees to abide by the Sublease Agreement (Sublease No. 2603-01) between the State of Florida Department of Health and Rehabilitative Services and Lantana for property known as the A.G. Holley site, attached hereto and made a part hereof as "Exhibit A" upon which the A.G. Holley Sports Complex will be constructed. Lantana shall immediately notify County of any breach of said sublease or of any act or omission affecting said sublease.

Due to the intent of the DEP to terminate the master lease as communicated to this office by its attorney, Michael Morelly, Esq., the Town is offering this notice of the current issues between

the Town and the DEP concerning the sublease. The Town maintains that terminating the master lease will not extinguish or terminate the sublease in this instance, since the sublease is a covenant running with the land by its own terms and as such, the sublease survives the termination of the master lease. The DEP actually drafted the sublease, had it signed by its attorney and had it signed by the Chief of the Bureau of Land Management. When viewing the entire document as a whole, it would appear that DEP was actually a defacto party to the sublease and thus, may not unilaterally terminate such sublease.

Palm Beach County (the "County") agreed to fund an amount not to exceed \$525,000 for the design and construction of the Sports Complex, and the Town spent over \$2 million to construct it along with hundreds of thousands more over the past nineteen years to operate and maintain the Sports Complex.

Mr. Morelly requested that the Town provide its arguments in writing which support its right to the continuation of the sublease and the Town has done so by a letter dated January 17, 2013. The following argument summary was contained in this letter:

Argument Summary:

1. Unless the master lease is being terminated by DEP for default by DOH, DEP may not terminate the master lease.
2. Terminating the master lease by agreement or "surrendering" the master lease does not extinguish or terminate the sublease.
3. The sublease is a covenant running with the land and as such is an encumbrance on the premises that survives surrender and/or termination of the master lease.
4. Paragraphs 7, 24, 29, and 39 serve as the functional equivalent of a Non-disturbance and Attornment clause.
5. DEP is equitably estopped from terminating the Town's sublease.

In an abundance of caution, I have provided this correspondence in accordance with the terms set forth above regarding notice to the County under the Interlocal. Should you have any questions or desire to discuss this notice and the Interlocal provisions further, please don't hesitate to contact me at this office.

Sincerely,



Bradley W. Biggs, Esq.
Assistant Town Attorney
Town of Lantana

Cc: Deborah Manzo, Town Manager, via email
R. Max Lohman, Esq., via email