

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	September 27, 2016	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:

- A) adopt** a Resolution authorizing a Third Amendment to Agreement of Lease dated August 19, 2003 (R2003-1246) with Loggerhead MarineLife Center, Inc., a Florida not-for-profit corporation (Center) to extend the 100% funding milestone and project construction deadlines; and
- B) approve** a Third Amendment to Agreement of Lease.

**Summary:** On August 19, 2003, the Board approved a 30 year Agreement of Lease with the Center to create a scientific research and rehabilitation center for sea turtles on 1.28 acres within Loggerhead Park in Juno Beach. On May 3, 2011 (R2011-0695), the Board approved an expansion of the leased premises to 2.39 acres to facilitate development of new classrooms and offices, exhibit areas, new holding tanks and touch tanks, additional courtyard seating, a small outdoor amphitheater and an expanded gift shop (Expansion Project) and added milestones for fund raising and deadlines for construction. The Center is requesting an 18 month extension of these deadlines as the Center desires to have sufficient reserves for the operation and maintenance of the expanded facilities, prior to commencing construction. This Third Amendment: i) extends the milestone to raise 100% of the estimated cost of the Expansion Project from May 2, 2016, to November 2, 2017; ii) extends the deadline for commencement of construction to no later than November 2, 2017; iii) extends the construction completion deadline from May 2, 2018, to November 2, 2019; iv) updates the non-discrimination and certificate of insurance provisions; and v) adds the no third party beneficiary provision to comply with County policy. Parks supports this amendment and will continue to have administrative responsibility for the Agreement of Lease. All other terms and conditions of the Agreement of Lease remain unchanged. **(PREM) District 1 (HJF)**

**Background and Justification:** The Center has operated in Loggerhead Park since 1984, and has grown into an internationally renowned scientific research and rehabilitation center for sea turtles. The Center monitors eight miles of shoreline in northern Palm Beach County that are among the most active sea turtle nesting beaches in the world. The Center attracts over 200,000 visitors annually and, according to the Center's database, over 40% of the visitors reside outside of Palm Beach County. The current campus includes a state-of-the-art full-service veterinary hospital for sea turtles, exhibit hall, outdoor classroom, research lab, resource center, and a marine-oriented gift shop. The Center is also a local community education resource that serves over 60 local schools, offers lecture series, a Junior Marine Biology Camp, turtle nesting walks, and outreach presentations.

**Background and Justification Continued on Page 3**

**Attachments:**

1. Location Map
2. Resolution
3. Third Amendment to Agreement of Lease (2)
4. Disclosure of Beneficial Interests

**Recommended By:**

*[Signature]* *Army Wolf*

9/15/16

**Department Director**

**Date**

**Approved By:**

*[Signature]*

9-23-16

**County Administrator**

**Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

\*No fiscal impact.

Fixed Asset Number   n/a  

C. Departmental Fiscal Review: \_\_\_\_\_ *W 9.12.16*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

*[Signature]* 9/13/16  
\_\_\_\_\_  
OFMB 9/13/16

*[Signature]* 9/22/16  
\_\_\_\_\_  
Contract Development and Control  
9/22/16

B. Legal Sufficiency:

*[Signature]* 9/22/16  
\_\_\_\_\_  
Assistant County Attorney

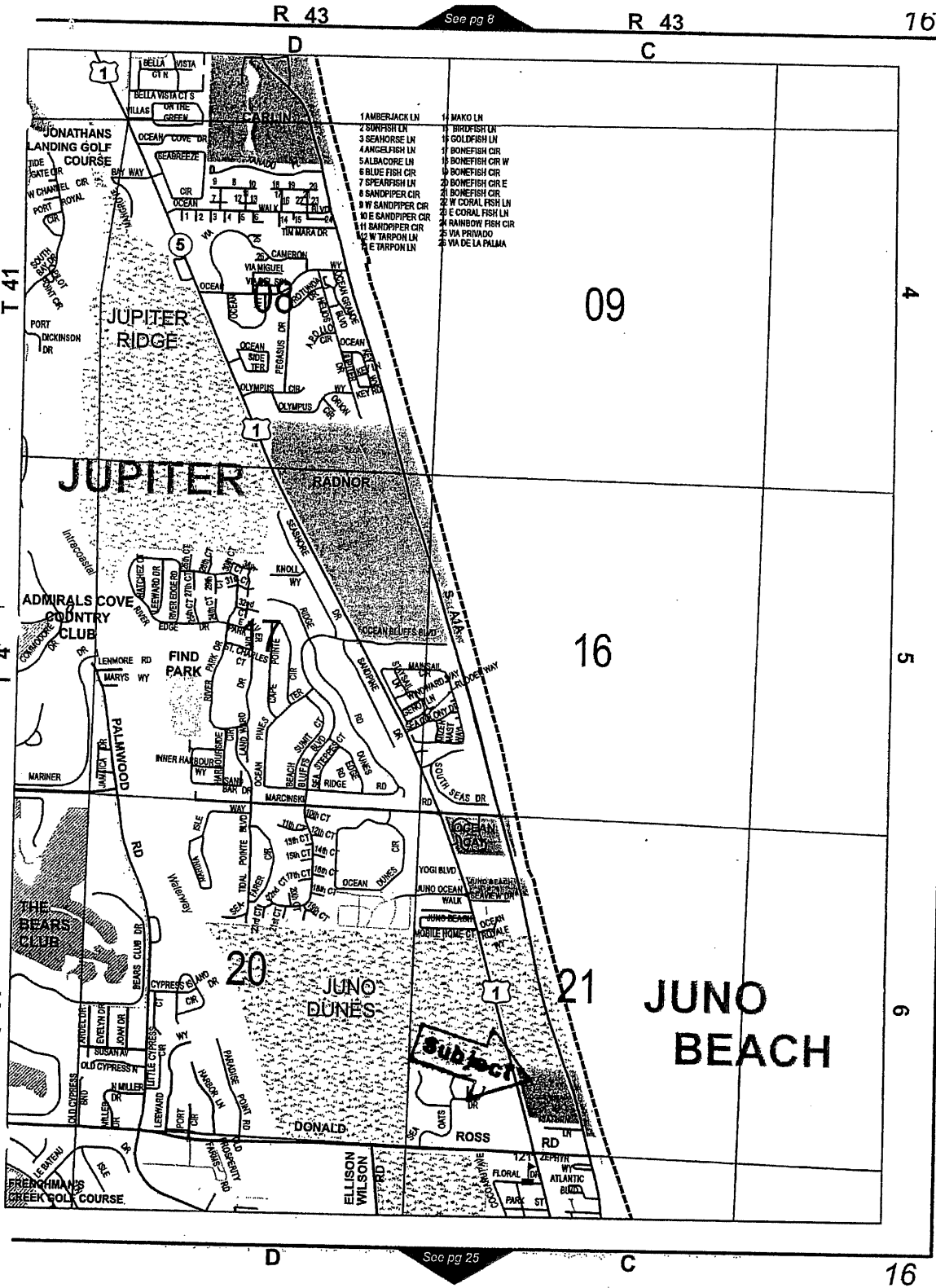
C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**Background and Justification Cont'd.:** On October 7, 2008, the Board approved a First Amendment to Agreement of Lease (R2008-1749) which granted the Center the right to install underground saltwater lines within the park for the operation of its rehabilitation tank and exhibits. On May 3, 2011, the Board approved a Second Amendment to Agreement of Lease which increased the lease premises to 2.39 acres to accommodate the Expansion Project, extended the lease term 35 years (expiring May 2, 2046) and added construction terms and conditions for the Expansion Project which include construction financing milestones, project construction commencement and completion deadlines. The funding milestone for 100% of the estimated cost of the Expansion Project expired on May 2, 2016. The Center believes it has met their funding obligations; however, they prefer not to break ground until they are comfortable that they have sufficient reserves for the operation and maintenance of the expanded facilities. The Center is a world class facility and the additions will provide increased educational and leisure activities for both residents and visitors to Palm Beach County.

State statutes do not require a Disclosure of Beneficial Interests be obtained when the County leases property; however, Loggerhead MarineLife Center, Inc. provided a disclosure identifying the Center as a 501(3) organization with no individuals or entities having a beneficial interest in its assets.



Attachment 2  
(6 pages)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE FUNDING BENCHMARK OF THE 100% ESTIMATED COST OF THE EXPANSION PROJECT AND THE PROJECT CONSTRUCTION DEADLINES TO THE REAL PROPERTY BEING LEASED TO LOGGERHEAD MARINELIFE CENTER, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Loggerhead MarineLife Center, Inc., a Florida not-for-profit corporation (“Center”), pursuant to a lease dated August 19, 2003 (R2003-1246) (“Lease”), leases real property from County for the operation of the Loggerhead Marinelife Center in Loggerhead Park on U.S. Highway 1 in Juno Beach; and

**WHEREAS**, Center uses the property leased from the County for sea turtle rehabilitation, marine research, environmental education, and creating public awareness and tourism; and

**WHEREAS**, Center has expanded its operations by leasing additional County property adjacent to the existing facility for construction of new indoor and outdoor facilities (“Expansion Project”); and

**WHEREAS**, Center requires additional time to raise the necessary funds to construct the Expansion Project and has requested the Funding Benchmark of the 100% estimated cost of the Expansion Project and the project construction deadlines be extended by eighteen (18) months; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that extending the aforementioned funding benchmark is in the best interests of the County.

**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 Extend Funding Benchmark**

The Board of County Commissioners of Palm Beach County shall extend the Funding Benchmark of the 100% estimated cost of the Expansion Project and the projection construction completion deadlines by eighteen (18) months pursuant to the Third Amendment to Agreement of Lease attached hereto as Exhibit "A" and incorporated herein by reference.

**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 Mary Lou Berger, Mayor  
Commissioner Hal R. Valeche, Vice Mayor  
Commissioner Paulette Burdick  
Commissioner Shelley Vana  
Commissioner Steven L. Abrams  
Commissioner Melissa McKinlay  
Commissioner Priscilla A. Taylor

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

By:   
Chief Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

EXHIBIT "A"  
to RESOLUTION

**THIRD AMENDMENT TO AGREEMENT OF LEASE**

**THIS THIRD AMENDMENT TO AGREEMENT OF LEASE (R2003-1246)** (the "Third Amendment") is made and entered into as of \_\_\_\_\_, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") and **LOGGERHEAD MARINELIFE CENTER, INC.**, f/k/a Marinelife Center of Juno Beach, Inc., a Florida not-for-profit corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into that certain Agreement of Lease dated August 19, 2003 (R2003-1246) (the "Lease"), for the use of the Premises as defined in the Lease; and

**WHEREAS**, County and Tenant entered into a First Amendment to Agreement of Lease, dated October 7, 2008, (R2008-1749), which provided Tenant the right to install underground saltwater lines for the operation of Tenants rehabilitation tank and exhibits; and

**WHEREAS**, County and Tenant entered into a Second Amendment to Agreement of Lease, dated May 3, 2011, (R2011-0695), which increased the leased premises to expand the educational facilities, extended the lease term and provided funding benchmarks for estimated costs of the Expansion Project; and

**WHEREAS**, Tenant requires additional time to raise the necessary funds to construct the Expansion Project and has requested the Funding Benchmark of the 100% estimated cost of the Expansion Project and the project construction completion deadlines be extended by eighteen (18) months; and

**WHEREAS**, the parties wish to amend the Lease to approve an eighteen (18) month extension of the 100% estimated cost of the Expansion Project and the project construction completion deadlines and incorporate certain language required by County.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. Section 5.a. of the Second Amendment is hereby deleted and replaced with the following:
  - a. Tenant shall reasonably demonstrate to County Tenant's financial ability to complete construction of the Expansion Project by complying with the "Funding Benchmarks" (as hereinafter defined). For the purposes of this paragraph, the term "Funding Benchmarks" shall mean (i) Tenant shall have raised 10% of the estimated cost of the Expansion Project within



two (2) years of the Second Amendment Effective Date, (ii) Tenant shall have raised 50% of the estimated cost of the Expansion Project within three (3) years of the Second Amendment Effective Date; and (iii) Tenant shall have raised 100% of the estimated cost of the Expansion Project no later than November 2, 2017. For purposes hereof, a firm commitment from a bank or other institutional lender to provide construction financing shall be deemed acceptable to meet the Funding Benchmarks. Prior to each deadline, Tenant shall provide County with a written statement of funding received, together with the current estimate of Expansion Project costs, in order to demonstrate compliance with each phase of the Funding Benchmarks. Should Tenant fail to meet the Funding Benchmarks as provided herein, County shall have the right to terminate the Lease as to the Additional Premises according to the procedure set forth in 5.c. below.

3. Section 5.c. of the Second Amendment is hereby deleted and replaced with the following:

c. Tenant shall obtain all governmental approvals and commence construction of the Expansion Project no later than November 2, 2017, and Tenant shall have until November 2, 2019, to complete construction thereof. For the purposes of this paragraph, commencement of construction and completion of construction shall have the same meaning as those terms are used in Section 1.02 of the Lease. Should Tenant fail to achieve the Funding Benchmarks, or commence or complete construction of the Expansion Project as required herein, County shall have the right to terminate the sections of the Second Amendment pertaining solely to the Additional Premises and Expansion Project, by delivering written notice to the Tenant that Sections 2, 3, 4, 5, 6 and 11 of the Second Amendment are terminated and of no further force or effect. No acknowledgment from Tenant is required to make such termination effective, although Tenant shall execute an amendment to the Lease confirming such termination if so requested by County. Upon termination of the sections referenced above, the Lease, including Sections 1, 7, 8, 9, 10, 12, 13, 14, 15, and 16 of the Second Amendment, shall continue in full force and effect as to the Original Premises. In the event Tenant has commenced construction on the Additional Premises, County shall identify in such notice of termination which, if any, of Tenant's improvements made in conjunction with the construction of the Expansion Project Tenant shall be required to remove. Tenant shall remove any improvements as required pursuant to the notice within sixty (60) days after Tenant's receipt of such notice, at Tenant's sole cost and expense. Tenant's obligation to remove all improvements as required pursuant to such notice, shall survive the termination of the provisions of the Second Amendment relating to the Additional Premises and Expansion Project.

4. Section 5.k.iii. of the Second Amendment is hereby deleted and replaced with the following:

iii. Tenant shall have met all of the Funding Benchmarks as provided in Section 5. hereof, as amended.

4. Section 4.08 of the Lease is hereby deleted and replaced with the following:

**Section 4.08 Non-Discrimination.**

Tenant shall assure and certify that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin,

religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Tenant has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that Tenant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. Section 7.07 of the Lease is hereby deleted and replaced with the following:

**Section 7.07 Certificate of Insurance.**

Tenant will deliver to Insurance Tracking Services, Inc. (ITS), County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
Email: [pbcc@instracking.com](mailto:pbcc@instracking.com) or Facsimile: (562) 435-2999

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

6. 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 Palm Beach County or employees of County or Tenant.

7. Except as set forth herein, the Lease, as amended by the First Amendment and Second Amendment, remains unmodified and in full force and effect.

8. This Third Amendment 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 the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date set forth above.

Signed and delivered in the presence of:

WITNESS:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

TENANT:

LOGGERHEAD MARINELIFE  
CENTER, INC., a Florida not-for-profit  
corporation

By: \_\_\_\_\_  
Brian K. Waxman, President

(SEAL)  
(corporation not for profit)

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

COUNTY

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

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Chief Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

Attachment 3  
Third Amendment to  
Agreement of Lease (2)  
(4 pages each)

### **THIRD AMENDMENT TO AGREEMENT OF LEASE**

**THIS THIRD AMENDMENT TO AGREEMENT OF LEASE (R2003-1246)** (the “Third Amendment”) is made and entered into as of \_\_\_\_\_, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (“County”) and **LOGGERHEAD MARINELIFE CENTER, INC.**, f/k/a Marinelife Center of Juno Beach, Inc., a Florida not-for-profit corporation (“Tenant”).

#### **WITNESSETH:**

**WHEREAS**, County and Tenant entered into that certain Agreement of Lease dated August 19, 2003 (R2003-1246) (the “Lease”), for the use of the Premises as defined in the Lease; and

**WHEREAS**, County and Tenant entered into a First Amendment to Agreement of Lease, dated October 7, 2008, (R2008-1749), which provided Tenant the right to install underground saltwater lines for the operation of Tenants rehabilitation tank and exhibits; and

**WHEREAS**, County and Tenant entered into a Second Amendment to Agreement of Lease, dated May 3, 2011, (R2011-0695), which increased the leased premises to expand the educational facilities, extended the lease term and provided funding benchmarks for estimated costs of the Expansion Project; and

**WHEREAS**, Tenant requires additional time to raise the necessary funds to construct the Expansion Project and has requested the Funding Benchmark of the 100% estimated cost of the Expansion Project and the project construction completion deadlines be extended by eighteen (18) months; and

**WHEREAS**, the parties wish to amend the Lease to approve an eighteen (18) month extension of the 100% estimated cost of the Expansion Project and the project construction completion deadlines and incorporate certain language required by County.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. Section 5.a. of the Second Amendment is hereby deleted and replaced with the following:
  - a. Tenant shall reasonably demonstrate to County Tenant’s financial ability to complete construction of the Expansion Project by complying with the “Funding Benchmarks” (as hereinafter defined). For the purposes of this paragraph, the term “Funding Benchmarks” shall mean (i) Tenant shall have raised 10% of the estimated cost of the Expansion Project within

two (2) years of the Second Amendment Effective Date, (ii) Tenant shall have raised 50% of the estimated cost of the Expansion Project within three (3) years of the Second Amendment Effective Date; and (iii) Tenant shall have raised 100% of the estimated cost of the Expansion Project no later than November 2, 2017. For purposes hereof, a firm commitment from a bank or other institutional lender to provide construction financing shall be deemed acceptable to meet the Funding Benchmarks. Prior to each deadline, Tenant shall provide County with a written statement of funding received, together with the current estimate of Expansion Project costs, in order to demonstrate compliance with each phase of the Funding Benchmarks. Should Tenant fail to meet the Funding Benchmarks as provided herein, County shall have the right to terminate the Lease as to the Additional Premises according to the procedure set forth in 5.c. below.

3. Section 5.c. of the Second Amendment is hereby deleted and replaced with the following:

c. Tenant shall obtain all governmental approvals and commence construction of the Expansion Project no later than November 2, 2017, and Tenant shall have until November 2, 2019, to complete construction thereof. For the purposes of this paragraph, commencement of construction and completion of construction shall have the same meaning as those terms are used in Section 1.02 of the Lease. Should Tenant fail to achieve the Funding Benchmarks, or commence or complete construction of the Expansion Project as required herein, County shall have the right to terminate the sections of the Second Amendment pertaining solely to the Additional Premises and Expansion Project, by delivering written notice to the Tenant that Sections 2, 3, 4, 5, 6 and 11 of the Second Amendment are terminated and of no further force or effect. No acknowledgment from Tenant is required to make such termination effective, although Tenant shall execute an amendment to the Lease confirming such termination if so requested by County. Upon termination of the sections referenced above, the Lease, including Sections 1, 7, 8, 9, 10, 12, 13, 14, 15, and 16 of the Second Amendment, shall continue in full force and effect as to the Original Premises. In the event Tenant has commenced construction on the Additional Premises, County shall identify in such notice of termination which, if any, of Tenant's improvements made in conjunction with the construction of the Expansion Project Tenant shall be required to remove. Tenant shall remove any improvements as required pursuant to the notice within sixty (60) days after Tenant's receipt of such notice, at Tenant's sole cost and expense. Tenant's obligation to remove all improvements as required pursuant to such notice, shall survive the termination of the provisions of the Second Amendment relating to the Additional Premises and Expansion Project.

4. Section 5.k.iii. of the Second Amendment is hereby deleted and replaced with the following:

iii. Tenant shall have met all of the Funding Benchmarks as provided in Section 5. hereof, as amended.

4. Section 4.08 of the Lease is hereby deleted and replaced with the following:

**Section 4.08 Non-Discrimination.**

Tenant shall assure and certify that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin,

religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Tenant has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that Tenant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. Section 7.07 of the Lease is hereby deleted and replaced with the following:

**Section 7.07 Certificate of Insurance.**

Tenant will deliver to Insurance Tracking Services, Inc. (ITS), County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
Email: [pbcc@instracking.com](mailto:pbcc@instracking.com) or Facsimile: (562) 435-2999

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

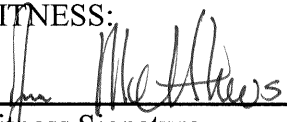
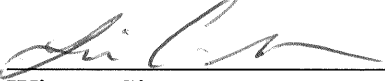
6. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

7. Except as set forth herein, the Lease, as amended by the First Amendment and Second Amendment, remains unmodified and in full force and effect.

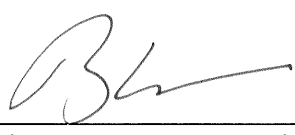
8. This Third Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date set forth above.

Signed and delivered in the presence of:

WITNESS:  
  
\_\_\_\_\_  
Witness Signature  
Jean Matthews  
\_\_\_\_\_  
Print Witness Name  
  
\_\_\_\_\_  
Witness Signature  
Laurie C. Spelbeck  
\_\_\_\_\_  
Print Witness Name

TENANT:  
  
LOGGERHEAD MARINELIFE  
CENTER, INC., a Florida not-for-profit  
corporation

By:   
\_\_\_\_\_  
Brian K. Waxman, President  
  
(SEAL)  
(corporation not for profit)

ATTEST:  
  
SHARON R. BOCK  
CLERK &COMPTRROLLER

By: \_\_\_\_\_  
Deputy Clerk

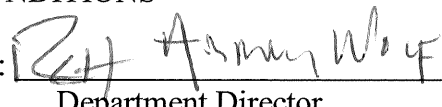
COUNTY  
  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
\_\_\_\_\_  
Chief Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
\_\_\_\_\_  
Department Director



## TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

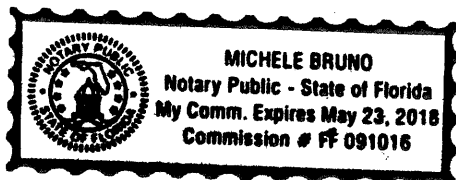
BEFORE ME, the undersigned authority, this day personally appeared Brian K. Waxman, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Loggerhead MarineLife Center, Inc., a Florida not-for-profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 14200 US Highway One, Juno Beach, FL 33408
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Brian K. Waxman, Affiant  
Brian K. Waxman

The foregoing instrument was sworn to, subscribed and acknowledged before me this 22nd day of August, 2016, by Brian Waxman ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification and who did take an oath.



Michele Bruno  
Notary Public

Michele Bruno  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: May 23, 2018

Attachment 4  
3 pages

## EXHIBIT "A"

### PROPERTY

A PORTION OF THE NORTH 850 FEET OF GOVERNMENT LOT 5, SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, LYING EAST OF STATE ROAD 5/U.S. NO. 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 87°54'11" EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2,109.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 5 AS RECORDED IN ROAD PLAT BOOK 2, PAGE 43-56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 15°19'34" WEST ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 577.18 FEET TO THE NORTHERLY SOUTHWEST CORNER OF LOGGERHEAD PARK AS RECORDED IN OFFICIAL RECORD BOOK 3610, PAGE 1761 OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE NORTH 15°19'34" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID PARK, A DISTANCE OF 373.86 FEET; THENCE NORTH 76°01'12" EAST, DEPARTING SAID EAST RIGHT-OF-WAY AND WEST LINE OF SAID PARK, A DISTANCE OF 118.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 76°01'12" EAST, A DISTANCE OF 187.70 FEET; THENCE SOUTH 13°58'48" EAST, A DISTANCE OF 29.12 FEET; THENCE NORTH 76°01'12" EAST, A DISTANCE OF 126.00 FEET; THENCE NORTH 13°58'48" WEST, A DISTANCE OF 189.12 FEET; THENCE SOUTH 76°01'12" WEST, A DISTANCE OF 337.97 FEET; THENCE SOUTH 22°36'14" EAST, A DISTANCE OF 161.83 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 55,802 SQUARE FEET OR 1.2810 ACRES MORE OR LESS.

together with

A PORTION OF THE NORTH 850 FEET OF GOVERNMENT LOT 5, SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, LYING EAST OF STATE ROAD 5/U.S. NO. 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE S87°54'11"E ALONG THE SOUTH LINE OF SAID SECTION 21 (BASIS OF BEARINGS) A DISTANCE OF 2109.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 5 AS RECORDED IN ROAD PLAT BOOK 2, PAGES 43-56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N15°19'34"W ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 577.18 FEET TO THE NORTHERLY SOUTHWEST CORNER OF LOGGERHEAD PARK AS RECORDED IN OFFICIAL RECORD BOOK 3610, PAGE 1761 OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE N15°19'34"W ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID PARK A DISTANCE OF 373.86 FEET; THENCE N76°01'12"E, DEPARTING SAID EAST RIGHT-OF-WAY AND WEST LINE OF SAID PARK A DISTANCE OF 118.14 FEET; THENCE N22°36'14"W A DISTANCE OF 161.83 FEET TO THE POINT OF BEGINNING; THENCE S76°01'12"W A DISTANCE OF 16.58 FEET TO A CURVE HAVING A RADIAL BEARING OF N58°37'05"E, A RADIUS OF 17.64 FEET, AND A CENTRAL ANGLE OF 29°49'24"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.18 FEET TO THE END OF SAID CURVE TO A CURVE HAVING A RADIAL BEARING OF N88°26'29"E, A RADIUS OF 148.32 FEET, AND A CENTRAL ANGLE OF 15°53'55"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.16 FEET TO THE END OF SAID CURVE; THENCE N14°20'24"E A DISTANCE OF 50.13 FEET TO A CURVE HAVING A RADIAL BEARING OF S75°39'36"E, A RADIUS OF 246.18 FEET, AND A CENTRAL ANGLE OF 9°53'52"; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.53 FEET TO THE END OF SAID CURVE; TO A CURVE HAVING A RADIAL BEARING OF S65°45'45"E, A RADIUS OF 111.80 FEET, AND A CENTRAL ANGLE OF 70°54'10"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 138.35 FEET TO THE END OF SAID CURVE; THENCE S84°51'35"E A DISTANCE OF 26.73 FEET TO A CURVE HAVING A RADIAL BEARING OF S05°08'25"W, A RADIUS OF 2584.35 FEET, AND A CENTRAL ANGLE OF 1°56'23"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 87.49 FEET TO THE END OF SAID CURVE; THENCE S83°24'26"E A DISTANCE OF 52.15 FEET; THENCE N89°10'40"E A DISTANCE OF 36.80 FEET; THENCE S00°49'21"E A DISTANCE OF 100.78 FEET; THENCE S76°01'12"W A DISTANCE OF 337.97 FEET; TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 48,323 SQUARE FEET OR 1.109 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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Loggerhead MarineLife Center, Inc. is 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.