

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

Meeting Date: **February 7, 2017** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution authorizing an Amended and Restated Lease Agreement with Loxahatchee River Environmental Control District (ENCON) for the continued use of approximately 1 acre of land and a 4,748 SF building at Burt Reynolds Park located in Jupiter; and

B) approve the Amended and Restated Lease Agreement.

Summary: On March 13, 2007, the Board approved a Lease Agreement (R2007-0356) with ENCON for approximately 1 acre of land and a 4,748 SF building at Burt Reynolds Park. The building was originally occupied by the Loxahatchee River Historic Society which relocated to the Town of Jupiter's Lighthouse Park. ENCON renovated the building and completed all interior and exterior improvements at its sole cost and operates an Environmental Learning Center (River Center) which is open to the public. The term of the original Lease Agreement expires on March 12, 2017, with no extension options. This Amended and Restated Lease Agreement is for a ten (10) year term, commencing on March 13, 2017, and expiring on March 12, 2027, with no extension options. Either party may terminate the Lease Agreement for any reason with 90 days notice. The annual rental rate is \$10.00. ENCON shall be solely responsible for the payment of all utilities and the maintenance of the leased premises. The Parks and Recreation Department will have administrative responsibility for this Lease Agreement. **(PREM) District 1 (HJF)**

Background and Justification: Since March 13, 2007, ENCON has leased and operates The River Center at Burt Reynolds Park in Jupiter. ENCON's River Center is open to the public and includes a gift shop which sells sundries and pre-packaged foods, snacks and drinks. The River Center focuses on the Loxahatchee River, featuring static displays, live tanks, along with interactive and educational exhibits. This Amended and Restated Lease Agreement replaces the existing lease and updates standard County requirements. ENCON is responsible for all maintenance and utilities. Access to the leased area and parking may be relocated in whole or part, temporally or permanently, at County's sole option. All improvements will vest to the County upon termination or expiration of the Lease Agreement. Either party may terminate the agreement for any reason with 90 days notice to the other party. Florida Statutes does not require that a Disclosure of Beneficial Interests be obtained when the County leases property to a governmental agency.

Attachments:

- 1. Location Map
- 2. Resolution
- 3. Amended and Restated Lease Agreement
- 4. Budget Availability Statement

Recommended By: *Ret Army Wolf* 1/19/17
 Department Director **Date**

Approved By: *W Baker* 1/26/17
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10)	(\$10)	(\$10)	(\$10)	(\$10)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$10)	(\$10)	(\$10)	(\$10)	(\$10)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

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

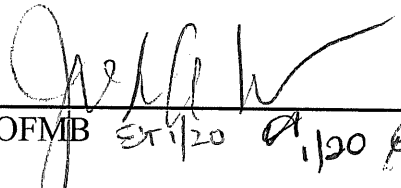
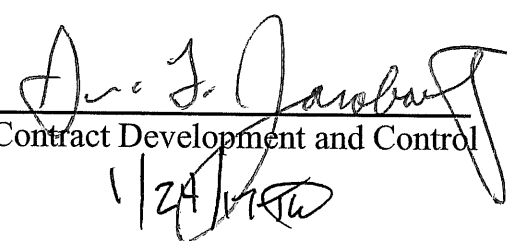
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fixed Asset Number N/A

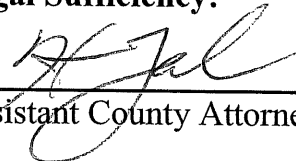
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 _____ OFMB <u>ET/1/20</u> <u>1/20</u> <u>1/20</u>	 _____ Contract Development and Control <u>1/24/17</u>
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B. Legal Sufficiency:



 Assistant County Attorney 1/26/17

C. Other Department Review:

 Department Director

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

TWP 40

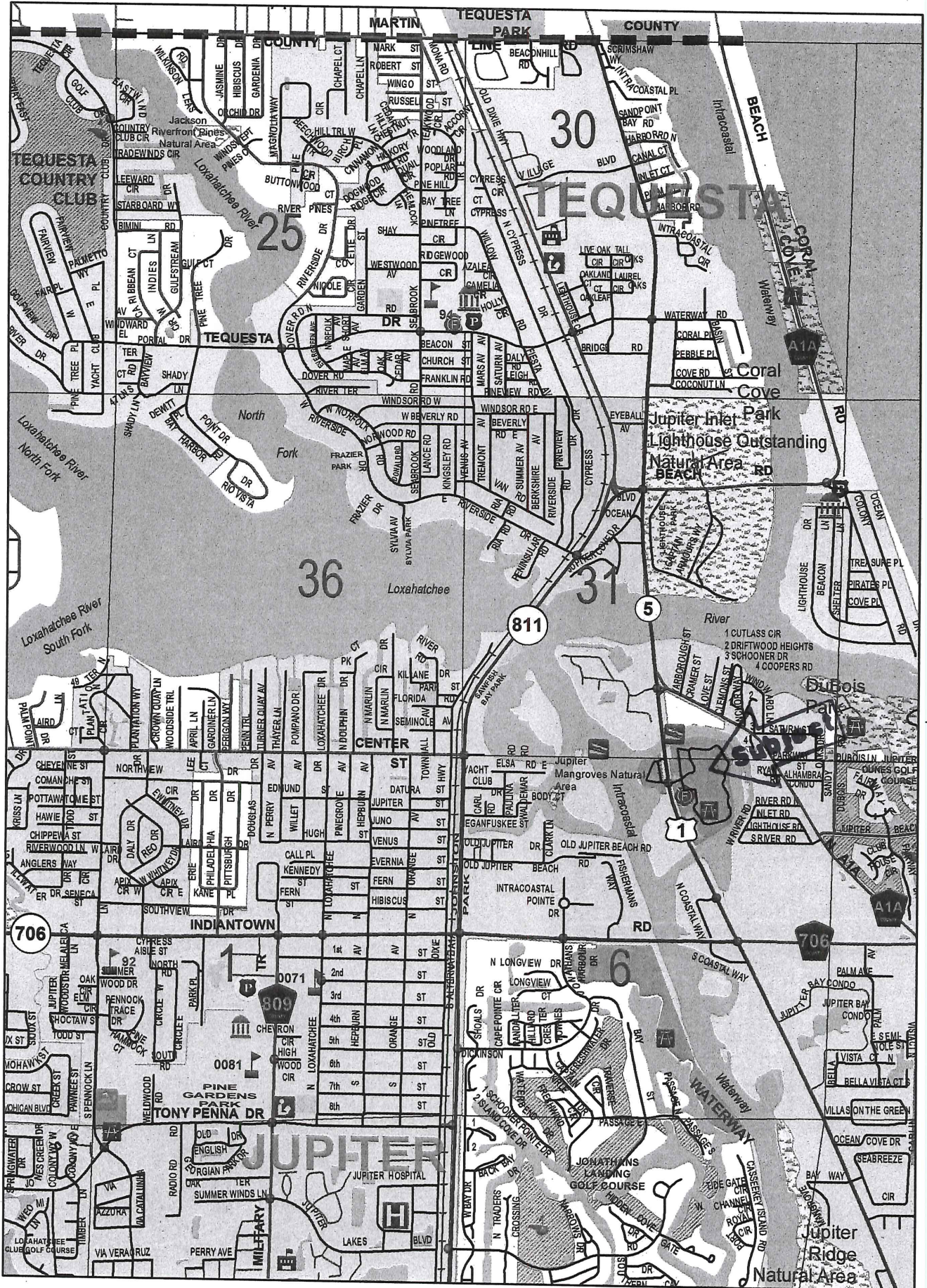
TWP 40

TWP 41

1

2

3



RNG 42

See pg 15

RNG 43

Page 7

LOCATION MAP

Attachment 1
1 of 1



Attachment 2
(23 pages)

RESOLUTION NO. 2017-

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

WHEREAS, Loxahatchee River Environmental Control District, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended (“ENCON”), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to ENCON for use by ENCON for an environmental education center for public purposes;

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

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

Section 1. Recitals

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

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to ENCON, pursuant to the Amended and Restated Lease Agreement attached hereto as Exhibit “A” and incorporated herein by reference, for a term of ten (10) years at an annual rental of Ten and no/100 Dollars (\$ 10.00), the real property identified in such Lease for the use identified above.

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

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

Section 4. Effective Date.

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

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

Commissioner Paulette Burdick, Mayor
Commissioner Melissa McKinlay, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger
Commissioner Bernard Mack

The Mayor thereupon declared the resolution duly passed and adopted this


_____ day of _____, 2017.

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 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

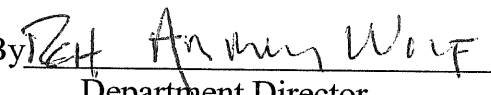
By 
Department Director

EXHIBIT "A"
AMENDED AND RESTATED LEASE AGREEMENT

PALM BEACH COUNTY

AMENDED AND RESTATED LEASE AGREEMENT

between

PALM BEACH COUNTY

a political subdivision of the State of Florida,

By and through its Board of Commissioners

(County)

and

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

a Special District of the State of Florida

under Chapter 2002-358, Laws of Florida, as amended

(Tenant)

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County and Tenant entered into a certain Lease Agreement dated March 13, 2007 (R2007-0356) for the exclusive use of approximately 1.0 acres of property, including a 4,748 sf building, at Burt Reynolds Park ("Park") for the purpose of operating an environmental learning center which Lease expires on March 12, 2017; and

WHEREAS, Tenant desires to continue to lease said property from County for use as an Environmental Center for public use; and

WHEREAS, the Environmental Center is compatible with the adjacent park use, furthers the County's goal to enhance and provide for cultural and educational facilities, and hence is an appropriate use of this County property; and

WHEREAS, the Environmental Center is of substantial benefit to the residents of Palm Beach County; and

WHEREAS, the parties wish to amend the Lease to approve a 10 year extension of the Term of the Lease and incorporate certain language required by County.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to Tenant, and Tenant rents from County the real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon (the "Premises").

Section 1.02 Term.

This Lease commenced on March 13, 2007, (the "Commencement Date"). The term of the Lease is hereby extended for a period of ten (10) years expiring on March 12, 2027 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Ten (\$10.00) Dollars and no/100 (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach

County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Assessments and Personal Property Taxes.

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

Section 2.03 Additional Rent.

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

Section 2.04 Unpaid Fees, Holdover.

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

Section 2.05 Accord and Satisfaction.

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

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

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has continually occupied the Premises since March 13, 2007, and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no representations or

warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Tenant's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of the County's Parks and Recreation Department in each instance which consent may be granted or withheld in County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, the County's Parks and Recreation Department may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to the County's Parks and Recreation Department prior to commencement of any improvements in excess of \$75,000 to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

For Alterations costing in excess of \$75,000, Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

Section 3.06 No Liens.

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

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

Section 4.01 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively for the Loxahatchee River Environmental Center. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of the County's Parks and Recreation Department, which consent may be granted or withheld in County's Parks and Recreation Department's sole discretion.

County holds title to the Premises as part of the land deeded to County under Deed No. 20855 from the Trustees of the Internal Improvement Trust Fund of the State of Florida, dated February 16, 1955, recorded in Deed Book 1083, Page 91 of the Official Records on file in the office of the Clerk & Comptroller of the Circuit Court in and for Palm Beach County, Florida. By said deed, said land is restricted to use solely for public purposes, and no part thereof at any time shall be used by a private person, firm or corporation, or for any private use or purpose. Tenant acknowledges this restriction; agrees it shall be bound by same; and shall take no action that would cause County to be in violation of such deed restriction.

Tenant shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises are in use by Tenant or its invitees, such use shall be under the control and supervision of Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or by any other groups, foundations or persons not authorized by Tenant. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises at any time. It shall be the responsibility of Tenant to assure that all use of the Premises is conducted in such a manner so as not to interfere with any other Burt Reynolds Park activities conducted beyond the boundaries of the Premises.

Tenant shall be in full control of the operation of the Premises and shall set and establish the times of operation, and the rules and regulations for use by Tenant. Tenant shall ensure that all access areas to the Premises are locked and secured outside of normal Burt Reynolds Park operation hours. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and Tenant will not use, or suffer anyone to use, the Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

Section 4.02 Waste or Nuisance.

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

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

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

Tenant shall not use the Premises in a manner which causes County to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. County shall have the right to require any modifications to Tenant's use of the Premises if County in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. In the event the required modification is determined by Tenant to be not financially feasible in the Tenant's sole discretion, the Tenant shall have the right to terminate the Lease upon Tenant's written notification to the County at least 45 days in advance of Tenant's Lease termination date. In the event that Tenant has not terminated this Lease and fails to timely make such modifications or changes, County shall have the right to enter upon the Premises and make such modifications or changes at Tenant's expense as County in its sole discretion determines are necessary to meet such compliance. Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with such modifications.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, 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.

Section 4.05 Surrender of Premises.

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

Section 4.06 Hazardous Substance

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

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

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

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

Section 4.07 Concessions.

Tenant may operate a gift shop on the Premises as an ancillary use that furthers the Tenant's mission. Tenant shall be allowed to sell prepackaged snacks (e.g. crackers, cookies, ice cream, and candy, but not sandwiches) and non-alcoholic canned or bottled beverages in the gift shop. Food preparation shall not be allowed. Tenant shall be entitled to retain the proceeds generated by such gift shop. Any such gift shop shall be subject to the insurance requirements contained in Article VII as the same may be amended from time to time by County in its reasonable discretion. Such gift shop shall comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations and ordinances pertaining to the foregoing including, without limitation, collection and remittance of sales tax as applicable. The sale of alcoholic beverages is prohibited except as may be permitted under Section 4.08 for special events.

Section 4.08 Park Rules and Special Events.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance 2011-003, as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior written approval from, the County's Parks and Recreation Department's Special Event Staff for special event activities occurring on the Premises. For the purposes of this Section, a special event shall be considered any Tenant activity or event for which Tenant is requesting the use of any Park facilities such as parking or which may impact any entrance to the Park. Requests for approval shall follow the County's Parks and Recreation Department's Policies and Procedures and shall be submitted no later than 45 days prior to the anticipated start of the event, and the County's Special Events Staff shall have 10 business days to review the request and approve or deny same. The County's Parks and Recreation Department will work in a cooperative manner to approve the request and approval shall not be unreasonably withheld. In the event that a request for use of the Park facilities in conjunction with a special event is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Park is not impacted.

Section 4.09 Other Obligations.

Tenant acknowledges that the Park may undergo future construction which may impact Tenant's access to, and parking within the Premises. In such an event, the parties acknowledge and agree to relocate the access area and/or parking area to a location as determined at the sole, but reasonable, discretion of the County and to amend this Lease. All costs associated with the relocation of said area(s) shall be at the sole cost and expense of County. County will provide Tenant 15 days notice prior to closure of the access area and/or parking area for the Premises. In the event the relocation of said area(s) is determined by Tenant to not be acceptable, in the Tenant's sole discretion, Tenant shall have the right to terminate this Lease upon 45 days prior written notice to County.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

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

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any

such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, Tenant acknowledges and represents that Tenant is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Tenant maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, Tenant agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Tenant agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Parks & Recreation Department". Tenant agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

In the event of a project costing in excess of \$75,000, Tenant shall maintain property insurance, which would include builder's risk insurance provide by Tenant or Tenant's hired contractor, while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. Tenant agrees to endorse County as an "Additional Insured" on the builder's risk. When construction is completed, Tenant agrees to maintain all-risk property insurance for adequate limits of coverage on the building(s) and contents based on Tenant's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. Tenant agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention.

Tenant shall at all times during the term hereof and at its sole expense, maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. This coverage shall include without limitation; stock, inventory, fixtures and equipment belonging to Tenant or any occupant of the Premises. Coverage shall be provided on a primary basis, and the settlement clause shall be on a replacement cost basis with coverage written on a Special - Cause of Loss (All-Risk) form. Tenant shall deliver to the County certificates of such insurance policies which shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

When requested, Tenant agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages, as required herein to Insurance Tracking Services, Inc. (ITS), the 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: psc@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 psc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system.

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

Tenant agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that Tenant is merely a Tenant of County and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. Tenant shall to the extent permitted by law, indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease including without limitation those arising as a result of Tenant's use and occupancy of the Premises, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding anything herein to the contrary, Tenant shall not be obligated to indemnify or hold harmless County for matters which are judicially determined to be attributable to the negligent or intentional acts or omissions of County. Tenant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**ARTICLE IX
DESTRUCTION OF PREMISES**

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, Tenant shall restore the betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises to the same or better condition then that which existed prior to such casualty. Tenant shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. Tenant shall thereafter diligently pursue such restoration to completion.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Consent Required.

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

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) Tenant's use of the Premises for a purpose other than that allowed under the Lease; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event Tenant shall be entitled to a reasonable period under the circumstances; (iv) Tenant's vacating or abandoning the Premises; or (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Lease will continue, provided however, if the nature of Tenant's obligations are such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon such termination, County shall be entitled to pursue such damages as are available to County pursuant to this Lease or the laws of the State of Florida. In the event Tenant fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

Section 11.02 Default by County.

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

**ARTICLE XII
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Except as provided for in Sections 4.03 and 4.09, either party may cancel this Lease for any reason upon 90 days prior written notice to the other party.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the Tenant of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

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

Section 14.02 Notices.

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

(a) If to the County at:

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

with a copy to:

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

and a copy to:

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

(b) If to the Tenant at:

Loxahatchee River District
Attention: Executive Director
2500 Jupiter Park Drive
Jupiter, FL 33458
Telephone: (561) 747-5700
Fax: (561) 747-8964

With a copy to:

Curtis L. Shenkman, Esq.
Desantis, Gaskill, Smith & Shenkman, P.A.
11891 U.S. Highway One
North Palm Beach, FL 33408
Telephone: (561) 622-2700
Fax: (561) 622-2841

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

Section 14.03 Severability.

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

Section 14.04 Broker's Commission.

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

Section 14.05 Recording.

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

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.08 Radon.

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

Section 14.09 Time of Essence.

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

Section 14.10 Waiver.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

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

Section 14.14 Survival

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

Section 14.15 No Third Party Beneficiary.

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

Section 14.16 Office of the Inspector General.

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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of 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.

Section 14.17 Effective Date of Lease.

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

Section 14.18 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.19 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.20 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.21 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Tenant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Tenant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Tenant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Tenant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Tenant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Tenant shall transfer, at no cost to the County, all public records in possession of the Tenant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Tenant transfers all public records to the County upon completion of the Contract, the Tenant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Contract, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically by the Tenant must be provided to County, upon request of

the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Tenant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Tenant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST(@pbcgov.org OR BY TELEPHONE AT 561-355-6680.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

COUNTY:

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

By: _____
Paulette Burdick, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

EXHIBIT "A"
THE "PREMISES"

DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST; THENCE NORTH 89°31'20" WEST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2,458.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE 120 FOOT WIDE STATE ROAD NO. 5 (U.S. HIGHWAY 1); THENCE CONTINUE NORTH 89°31'20" WEST, A DISTANCE OF 40.38 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET WEST OF SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 07°24'20" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 222.69 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,844.93 FEET, THROUGH A CENTRAL ANGLE OF 02°49'40", A DISTANCE OF 140.41 FEET; THENCE NORTH 70°23'12" EAST, A DISTANCE OF 312.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°46'08" EAST, A DISTANCE OF 135.42 FEET; THENCE NORTH 81°13'52" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 08°46'08" WEST, A DISTANCE OF 174.24 FEET; THENCE SOUTH 81°13'52" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST, A DISTANCE OF 38.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 43,560 SQUARE FEET OR 1.0 ACRES.


NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

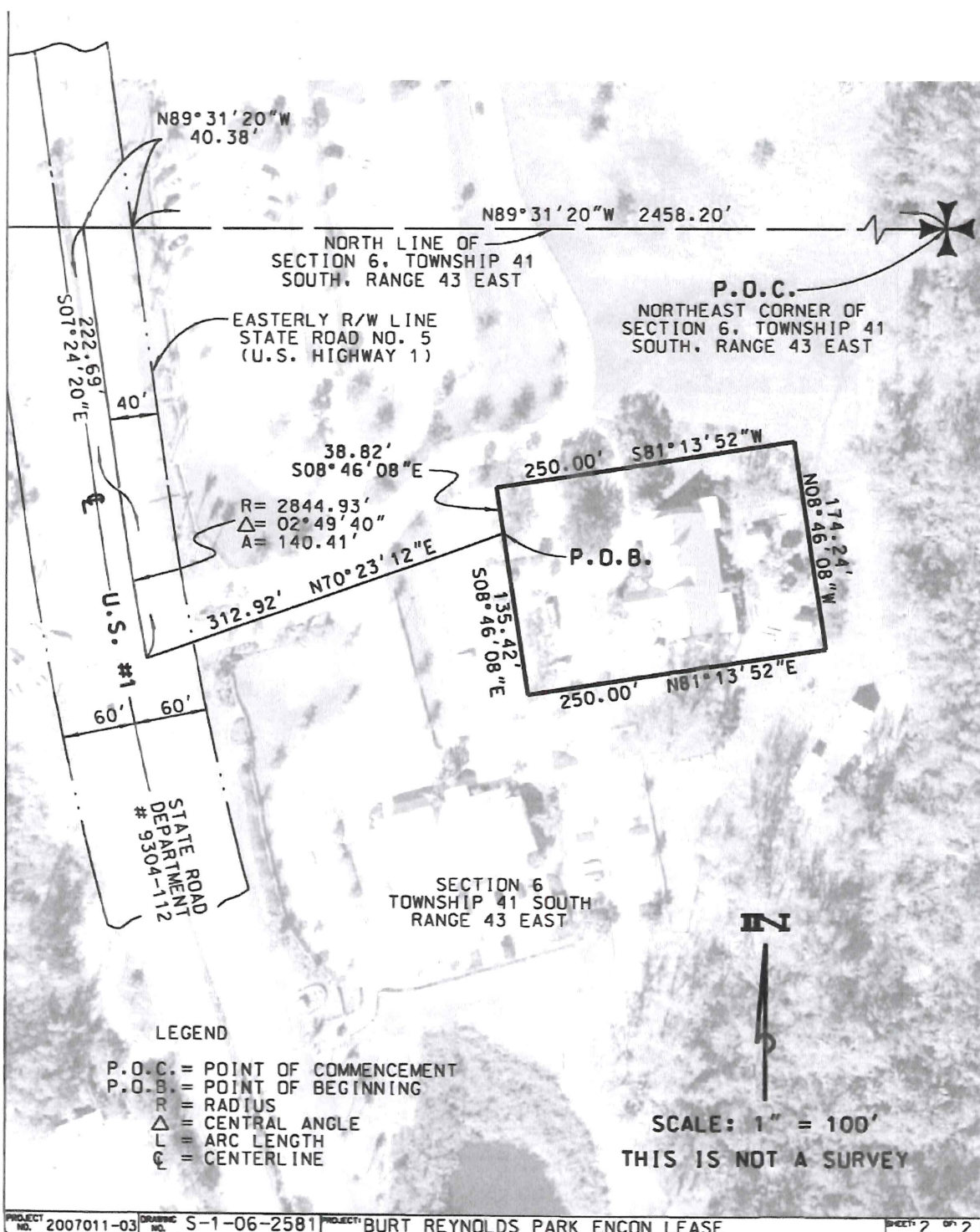
THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

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

N. J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

1-5-07
DATE

PROJECT NO. 2007011-03	SHEET NO. 2	PROJECT: BURT REYNOLDS PARK ENCON LEASE	SCALE: 1" = 100' DRAWN: E.A.C. CHECKED: M.J.H. DATE: 01/05/07	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE						PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
NO.	REVISION	BY	DATE											
DESIGN FILE NAME: S-1-06-2581.DGN		DRAWING NO.: S-1-06-2581												



Attachment 3
(2 - Amended and Restated Lease Agreement)
20 pages each

PALM BEACH COUNTY

AMENDED AND RESTATED LEASE AGREEMENT

between

PALM BEACH COUNTY

a political subdivision of the State of Florida,

By and through its Board of Commissioners

(County)

and

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

a Special District of the State of Florida

under Chapter 2002-358, Laws of Florida, as amended

(Tenant)

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County and Tenant entered into a certain Lease Agreement dated March 13, 2007 (R2007-0356) for the exclusive use of approximately 1.0 acres of property, including a 4,748 sf building, at Burt Reynolds Park ("Park") for the purpose of operating an environmental learning center which Lease expires on March 12, 2017; and

WHEREAS, Tenant desires to continue to lease said property from County for use as an Environmental Center for public use; and

WHEREAS, the Environmental Center is compatible with the adjacent park use, furthers the County's goal to enhance and provide for cultural and educational facilities, and hence is an appropriate use of this County property; and

WHEREAS, the Environmental Center is of substantial benefit to the residents of Palm Beach County; and

WHEREAS, the parties wish to amend the Lease to approve a 10 year extension of the Term of the Lease and incorporate certain language required by County.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to Tenant, and Tenant rents from County the real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon (the "Premises").

Section 1.02 Term.

This Lease commenced on March 13, 2007, (the "Commencement Date"). The term of the Lease is hereby extended for a period of ten (10) years expiring on March 12, 2027 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Ten (\$10.00) Dollars and no/100 (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach

County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Assessments and Personal Property Taxes.

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

Section 2.03 Additional Rent.

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

Section 2.04 Unpaid Fees, Holdover.

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

Section 2.05 Accord and Satisfaction.

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

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

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has continually occupied the Premises since March 13, 2007, and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no representations or

warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Tenant's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of the County's Parks and Recreation Department in each instance which consent may be granted or withheld in County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, the County's Parks and Recreation Department may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to the County's Parks and Recreation Department prior to commencement of any improvements in excess of \$75,000 to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

For Alterations costing in excess of \$75,000, Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

Section 3.06 No Liens.

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

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

Section 4.01 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively for the Loxahatchee River Environmental Center. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of the County's Parks and Recreation Department, which consent may be granted or withheld in County's Parks and Recreation Department's sole discretion.

County holds title to the Premises as part of the land deeded to County under Deed No. 20855 from the Trustees of the Internal Improvement Trust Fund of the State of Florida, dated February 16, 1955, recorded in Deed Book 1083, Page 91 of the Official Records on file in the office of the Clerk & Comptroller of the Circuit Court in and for Palm Beach County, Florida. By said deed, said land is restricted to use solely for public purposes, and no part thereof at any time shall be used by a private person, firm or corporation, or for any private use or purpose. Tenant acknowledges this restriction; agrees it shall be bound by same; and shall take no action that would cause County to be in violation of such deed restriction.

Tenant shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises are in use by Tenant or its invitees, such use shall be under the control and supervision of Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or by any other groups, foundations or persons not authorized by Tenant. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises at any time. It shall be the responsibility of Tenant to assure that all use of the Premises is conducted in such a manner so as not to interfere with any other Burt Reynolds Park activities conducted beyond the boundaries of the Premises.

Tenant shall be in full control of the operation of the Premises and shall set and establish the times of operation, and the rules and regulations for use by Tenant. Tenant shall ensure that all access areas to the Premises are locked and secured outside of normal Burt Reynolds Park operation hours. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and Tenant will not use, or suffer anyone to use, the Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

Section 4.02 Waste or Nuisance.

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

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

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

Tenant shall not use the Premises in a manner which causes County to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. County shall have the right to require any modifications to Tenant's use of the Premises if County in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. In the event the required modification is determined by Tenant to be not financially feasible in the Tenant's sole discretion, the Tenant shall have the right to terminate the Lease upon Tenant's written notification to the County at least 45 days in advance of Tenant's Lease termination date. In the event that Tenant has not terminated this Lease and fails to timely make such modifications or changes, County shall have the right to enter upon the Premises and make such modifications or changes at Tenant's expense as County in its sole discretion determines are necessary to meet such compliance. Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with such modifications.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, 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.

Section 4.05 Surrender of Premises.

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

Section 4.06 Hazardous Substance

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

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

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

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

Section 4.07 Concessions.

Tenant may operate a gift shop on the Premises as an ancillary use that furthers the Tenant's mission. Tenant shall be allowed to sell prepackaged snacks (e.g. crackers, cookies, ice cream, and candy, but not sandwiches) and non-alcoholic canned or bottled beverages in the gift shop. Food preparation shall not be allowed. Tenant shall be entitled to retain the proceeds generated by such gift shop. Any such gift shop shall be subject to the insurance requirements contained in Article VII as the same may be amended from time to time by County in its reasonable discretion. Such gift shop shall comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations and ordinances pertaining to the foregoing including, without limitation, collection and remittance of sales tax as applicable. The sale of alcoholic beverages is prohibited except as may be permitted under Section 4.08 for special events.

Section 4.08 Park Rules and Special Events.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance 2011-003, as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior written approval from, the County's Parks and Recreation Department's Special Event Staff for special event activities occurring on the Premises. For the purposes of this Section, a special event shall be considered any Tenant activity or event for which Tenant is requesting the use of any Park facilities such as parking or which may impact any entrance to the Park. Requests for approval shall follow the County's Parks and Recreation Department's Policies and Procedures and shall be submitted no later than 45 days prior to the anticipated start of the event, and the County's Special Events Staff shall have 10 business days to review the request and approve or deny same. The County's Parks and Recreation Department will work in a cooperative manner to approve the request and approval shall not be unreasonably withheld. In the event that a request for use of the Park facilities in conjunction with a special event is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Park is not impacted.

Section 4.09 Other Obligations.

Tenant acknowledges that the Park may undergo future construction which may impact Tenant's access to, and parking within the Premises. In such an event, the parties acknowledge and agree to relocate the access area and/or parking area to a location as determined at the sole, but reasonable, discretion of the County and to amend this Lease. All costs associated with the relocation of said area(s) shall be at the sole cost and expense of County. County will provide Tenant 15 days notice prior to closure of the access area and/or parking area for the Premises. In the event the relocation of said area(s) is determined by Tenant to not be acceptable, in the Tenant's sole discretion, Tenant shall have the right to terminate this Lease upon 45 days prior written notice to County.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

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

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any

such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, Tenant acknowledges and represents that Tenant is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Tenant maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, Tenant agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Tenant agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Parks & Recreation Department". Tenant agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

In the event of a project costing in excess of \$75,000, Tenant shall maintain property insurance, which would include builder's risk insurance provide by Tenant or Tenant's hired contractor, while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. Tenant agrees to endorse County as an "Additional Insured" on the builder's risk. When construction is completed, Tenant agrees to maintain all-risk property insurance for adequate limits of coverage on the building(s) and contents based on Tenant's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. Tenant agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention.

Tenant shall at all times during the term hereof and at its sole expense, maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. This coverage shall include without limitation; stock, inventory, fixtures and equipment belonging to Tenant or any occupant of the Premises. Coverage shall be provided on a primary basis, and the settlement clause shall be on a replacement cost basis with coverage written on a Special - Cause of Loss (All-Risk) form. Tenant shall deliver to the County certificates of such insurance policies which shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

When requested, Tenant agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages, as required herein to Insurance Tracking Services, Inc. (ITS), the 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: psc@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 psc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system.

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

Tenant agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that Tenant is merely a Tenant of County and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. Tenant shall to the extent permitted by law, indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease including without limitation those arising as a result of Tenant's use and occupancy of the Premises, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding anything herein to the contrary, Tenant shall not be obligated to indemnify or hold harmless County for matters which are judicially determined to be attributable to the negligent or intentional acts or omissions of County. Tenant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**ARTICLE IX
DESTRUCTION OF PREMISES**

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, Tenant shall restore the betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises to the same or better condition then that which existed prior to such casualty. Tenant shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. Tenant shall thereafter diligently pursue such restoration to completion.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Consent Required.

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

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) Tenant's use of the Premises for a purpose other than that allowed under the Lease; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event Tenant shall be entitled to a reasonable period under the circumstances; (iv) Tenant's vacating or abandoning the Premises; or (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Lease will continue, provided however, if the nature of Tenant's obligations are such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon such termination, County shall be entitled to pursue such damages as are available to County pursuant to this Lease or the laws of the State of Florida. In the event Tenant fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

Section 11.02 Default by County.

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

**ARTICLE XII
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Except as provided for in Sections 4.03 and 4.09, either party may cancel this Lease for any reason upon 90 days prior written notice to the other party.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the Tenant of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

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

Section 14.02 Notices.

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

(a) If to the County at:

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

with a copy to:

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

and a copy to:

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

(b) If to the Tenant at:

Loxahatchee River District
Attention: Executive Director
2500 Jupiter Park Drive
Jupiter, FL 33458
Telephone: (561) 747-5700
Fax: (561) 747-8964

With a copy to:

Curtis L. Shenkman, Esq.
Desantis, Gaskill, Smith & Shenkman, P.A.
11891 U.S. Highway One
North Palm Beach, FL 33408
Telephone: (561) 622-2700
Fax: (561) 622-2841

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

Section 14.03 Severability.

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

Section 14.04 Broker's Commission.

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

Section 14.05 Recording.

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

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.08 Radon.

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

Section 14.09 Time of Essence.

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

Section 14.10 Waiver.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

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

Section 14.14 Survival

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

Section 14.15 No Third Party Beneficiary.

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

Section 14.16 Office of the Inspector General.

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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of 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.

Section 14.17 Effective Date of Lease.

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

Section 14.18 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.19 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.20 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.21 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Tenant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Tenant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Tenant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Tenant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Tenant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Tenant shall transfer, at no cost to the County, all public records in possession of the Tenant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Tenant transfers all public records to the County upon completion of the Contract, the Tenant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Contract, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically by the Tenant must be provided to County, upon request of

the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.


Failure of the Tenant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Tenant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST\(@pbcgov.org](mailto:RECORDSREQUEST@pbcgov.org) OR BY TELEPHONE AT 561-355-6680.

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

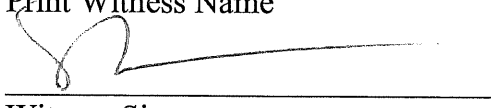
WITNESSES:



Witness Signature

Matt Rostad

Print Witness Name



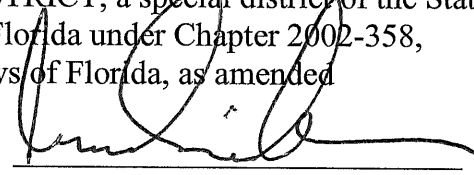
Witness Signature

STEVE ROCKOFF

Print Witness Name

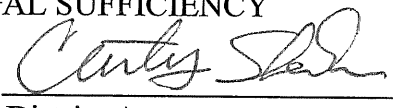
TENANT:

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL
DISTRICT, a special district of the State
of Florida under Chapter 2002-358,
Laws of Florida, as amended

By: 

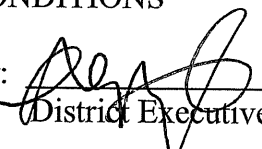
, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

District Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 

District Executive Director

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Signed and delivered
in the presence of:

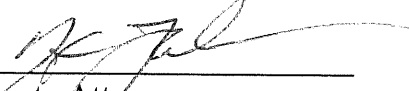
Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

COUNTY:

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

By: _____
Paulette Burdick, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

EXHIBIT "A"
THE "PREMISES"

DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST; THENCE NORTH 89°31'20" WEST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2,458.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE 120 FOOT WIDE STATE ROAD NO. 5 (U.S. HIGHWAY 1); THENCE CONTINUE NORTH 89°31'20" WEST, A DISTANCE OF 40.38 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET WEST OF SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 07°24'20" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 222.69 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,844.93 FEET, THROUGH A CENTRAL ANGLE OF 02°49'40", A DISTANCE OF 140.41 FEET; THENCE NORTH 70°23'12" EAST, A DISTANCE OF 312.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°46'08" EAST, A DISTANCE OF 135.42 FEET; THENCE NORTH 81°13'52" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 08°46'08" WEST, A DISTANCE OF 174.24 FEET; THENCE SOUTH 81°13'52" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST, A DISTANCE OF 38.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 43,560 SQUARE FEET OR 1.0 ACRES.


NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

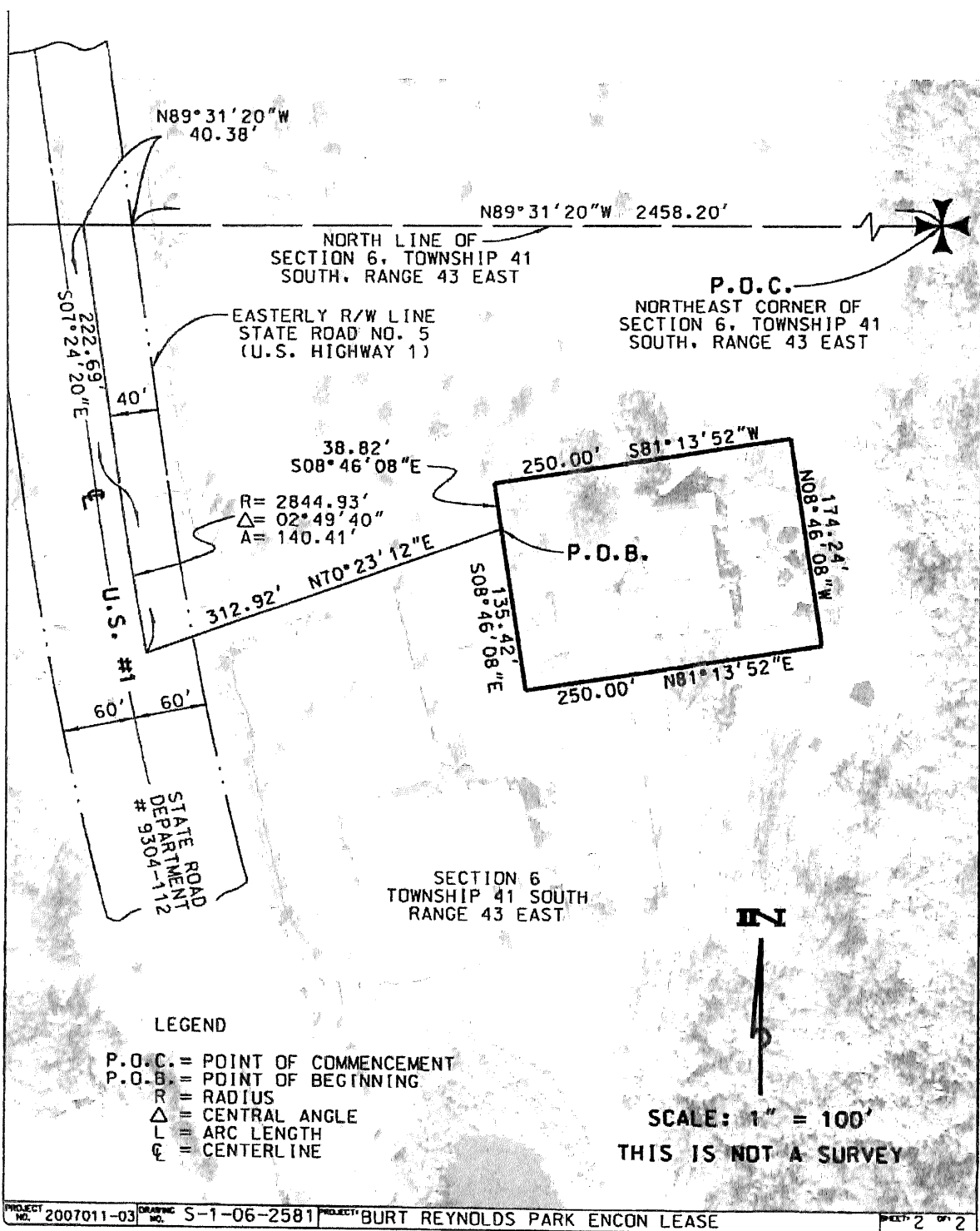
THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

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

N. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

1-5-07
DATE

SHEET 2 OF 2 PROJECT NO. 2007011-03	PROJECT: BURT REYNOLDS PARK ENCON LEASE	SCALE: 1" = 100' APPROVED BY: [Signature] DRAWING NO.: S-1-06-2581 DATE: 01/05/07 FIELD BOOK NO.:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL. 33411</p>
NO.	REVISION	BY	DATE									
DESIGN FILE NAME: S-1-06-2581.DGN		DRAWING NO.: S-1-06-2581										



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: December 13, 2016 REQUESTED BY: Richard C. Bogatin PHONE: 561.233.0214
FAX: 561.233.0210

PROJECT TITLE: Burt Reynolds – ENCON Amended and Restated PROJECT NO.: 2016.5-014

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10.00)	(\$10.00)	(\$10.00)	(\$10.00)	(\$10.00)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00)</u>	<u>(\$10.00)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

BUDGET ACCOUNT NUMBER


FUND: 0001 DEPT: 580 UNIT: 5110 OBJ: 4902
SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

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

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

SUBJECT TO IG FEE? YES NO

Department: 

BAS APPROVED BY: _____ DATE: _____

ENCUMBRANCE NUMBER:

*Attachment 4
1/8/1*