

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 23, 2018

☐ Consent ☒ Regular
☐ Ordinance ☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) adopt** Resolution authorizing the lease of certain real property to the City of Palm Beach Gardens, pursuant to Florida Statute Section 125.38; and **B) approve** a Lease Agreement with the City of Palm Beach Gardens (City) for the funding, construction, operation and maintenance of an active park on approximately 82 acres identified on the conceptual master plan.

Summary: On June 20, 2017, the Board approved the conceptual master plan for the North County District Park Property (5D-1), and authorized staff to negotiate a long-term lease agreement with the City. The City desires to lease 81.7 acres of County owned property for the development of a district park with active recreational facilities to serve residents and visitors in northern Palm Beach County. The City will develop the Park in two phases and is required to commence construction of the improvements associated with the 36.5 acre Phase I within two years of execution of the Lease Agreement. The City must also remove exotic vegetation, develop trails and open space, construct a retention lake, and provide stabilized grass parking with road access on the 45.4 acre Phase II property within 24 months of execution of this Lease Agreement. The City must complete Phase II facilities as depicted on the Conceptual Master Plan, including vertical construction, within 10 years of execution of this Lease Agreement or the 45.4 acre property will be automatically redacted from the lease and return to County control. The initial lease term is for 50 years with one 50 year renewal option. The Parks and Recreation Department will be responsible for administration this Lease Agreement. **District 1 (AH)**

Background and Policy Issues: The City will utilize up to \$11.2 million in sales tax funding for this project. In February, 2017, the City Council passed a \$30 million bond which will be repaid over the next ten years using proceeds from the Local Government One-Cent Infrastructure Surtax Capital Improvement Fund. The City will be responsible to fund, construct, maintain and program the new park. The Parks and Recreation Department is supportive of this Lease Agreement.

Attachments:

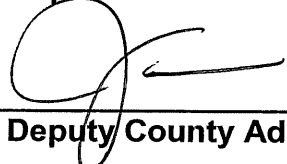
1. Resolution
2. Lease Agreement
3. Summary of Key Terms

Recommended by:


Department Director

12/22/17
Date

Approved by:


Deputy County Administrator

1/2/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>

ADDITIONAL FTE

POSITIONS (Cumulative) 0

Is Item Included in Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund 0001 Department 580 Unit 5110
Object _____/Revenue Source 4902 Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB

B. Legal Sufficiency:

Anne Delaney 12-29-17
Assistant County Attorney

C. Other Departmental Review:

Department Director

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

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE CITY OF PALM BEACH GARDENS, FLORIDA, PURSUANT TO FLORIDA STATUTE SECTION 125.38; PROVIDING FOR CONFLICT WITH FEDERAL, STATE OR LOCAL LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE CITY OF PALM BEACH GARDENS, a municipal corporation organized and existing under the laws of the State of Florida, ("City") has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to the City for use by the City as a district park; and

WHEREAS, the County is the owner in fee simple of an 82 acre parcel of land located at 5101 117th Court North, Palm Beach Gardens, Florida 33418 ("District Park Property"); and

WHEREAS, the County and City desire to enter into a Lease Agreement to facilitate the development of the District Park Property for park purposes for the use and benefit of all residents of Palm Beach County; and

WHEREAS, the City has requested use of the District Park Property to design, construct, operate, and maintain a park with active recreational facilities; and

WHEREAS, the District Park Property shall be open to and benefit all residents of Palm Beach County regardless of residency; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Lease Agreement.

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

Section 1. Recitals

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

Section 2. Authorization to Extend Funding Benchmark

The Board of County Commissioners of Palm Beach County shall lease to the City, pursuant to the Lease Agreement attached hereto and incorporated herein by reference, for a term of fifty (50) years with an option to renew for one (1) additional fifty (50) year term, at an annual rent of ten (\$10) , the real property identified in the Lease Agreement for the use as a park with active recreational facilities.

Section 3. Conflict with Federal, State or Local Law

Any Federal, State or Local Law 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 Melissa McKinlay, Mayor
Commissioner Mack Bernard, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger

The Mayor thereupon declared this resolution duly passed and adopted this _____ day of _____, 2018.

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

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: _____
Deputy Clerk

Approved as to Form and Legal
Sufficiency

By: Anne Helgant
Assistant County Attorney

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

THE CITY OF PALM BEACH GARDENS

A MUNICIPAL CORPORATION ORGANIZED AND EXISTING

UNDER THE LAWS OF THE STATE OF FLORIDA

(City)

**LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM
BEACH GARDENS FOR THE CONSTRUCTION AND FUNDING OF NORTH COUNTY
DISTRICT PARK**

THIS LEASE AGREEMENT is made and entered into _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and THE CITY OF PALM BEACH GARDENS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City."

WHEREAS, the County is the owner in fee simple of an 82-acre parcel of land located at 5101 117th Court North, Palm Beach Gardens, Florida 33418, as more specifically described in Exhibit "A" (District Park Property), attached hereto; and

WHEREAS, the County and City desire to enter into a Lease Agreement to facilitate the development of the District Park Property for park purposes for the use and benefit of all residents of Palm Beach County; and

WHEREAS, the City has requested use of the District Park Property to design, construct, operate, and maintain a park with active recreational facilities, which park project, as more specifically described hereinafter, shall be referred to herein as the "Project"; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County regardless of residency; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Lease Agreement.

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

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 District Park Property.

In consideration of the rents, covenants, and agreements hereafter reserved and contained on the part of the City to be observed and performed, the County demises and leases to the City, and the City rents from the County approximately 82 acres of real property described in Exhibit "A", attached hereto and made a part hereof (the "District Park Property").

Section 1.02 District Park Property Phasing Plan.

The County and City agree that the City shall complete the recreational amenities located on the 36.5 acre Phase I property. The City shall also remove exotic vegetation, develop trails and open space, construct the retention lake, stabilized grass parking, and the road accessway immediately south of the retention lake and open space to be located on the remaining forty-five

(45.4) acre Phase II property within 24 months of the effective date of this Lease. The City must complete all recreational amenities, including vertical construction for the 45.4 acre Phase II property within ten (10) years of the effective date of this Lease as depicted on the Conceptual Master Plan. Should the City fail to meet the timelines set forth, the County, at its sole discretion, may unilaterally redact the 45.4 acre Phase II property, as depicted on the Conceptual Master Plan, from this Lease, which shall terminate the City's leasehold thereon. However, any such redaction shall have no effect on the City's tenancy and leasehold of the 36.5 acre Phase I property, unless the City fails to complete construction of Phase I within the required time periods set forth in this Lease, then this Lease shall terminate.

Section 1.03 Term.

This Lease shall be effective upon the Effective Date, as defined hereinafter. The Lease shall extend for a period of fifty (50) years ("Initial Term") thereafter, 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.

Section 1.04 Option to Renew.

Provided the City is not then in default of any term, covenant, condition, or payment of Rent under this Lease, the City may extend this Lease, for one additional fifty (50) year term under the same terms and conditions as this Lease and commencing upon the expiration of the initial Term of this Lease. The City shall exercise such option to renew if at all, by written notice to the County received by the County no later than one hundred eighty (180) days prior to the expiration of the Initial Term of this Lease. Failure of the City to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of the City's right to such option.

ARTICLE II RENT

Section 2.01 Annual Rent.

The City shall pay the County an annual net rent of Ten Dollars and no/100 (\$10.00) (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 the County, it being understood by the parties that the 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, including, without limitation, those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Assessments and Personal Property Taxes.

The City 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 the County. The City 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 that may be levied by any governmental authority against the District Park Property, the City's leasehold interest in the District Park Property, the City's Alterations or personal property located on the District Park Property.

Section 2.03 Additional Rent.

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

Section 2.04 Unpaid Fees, Holdover.

In the event the City 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 percent 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 the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, the County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to the County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event the City shall holdover, refuse, or fail to relinquish possession of the District Park Property at the expiration or termination of this Lease, the City shall be liable to the County for any and all damages, and in addition thereto, the City shall also be strictly liable to pay to the County during the entire period of such holdover, double the actual fair market rental value of the District Park Property.

Section 2.05 Accord and Satisfaction.

In the event the City 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 the County's right to recover the balance due or to pursue any other remedy available to the County pursuant to this Lease or under the law.

ARTICLE III

CONDITION OF LEASED DISTRICT PARK PROPERTY, DESIGN, AND CONSTRUCTION

Section 3.01 Acceptance of the District Park Property by the City.

The City certifies that the City has inspected the District Park Property 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. The City further acknowledges that the County has made no representations or warranties of any nature whatsoever regarding the District Park Property, including, without limitation, the physical condition of the District Park Property, any improvements or equipment located thereon, if any, or the suitability thereof for the City's intended use thereof. No repair work, alterations, or remodeling of the District Park Property is required to be done by the County as a condition of this Lease. The City agrees to perform any and all work at its own cost and expense that is necessary to fully equip and maintain the District Park Property for the lawful use of the District Park Property by the City as specified in Section 4.01 of this Lease.

Section 3.02 Approved Master Plan.

A conceptual design of the Project and Phase I and II thereof are reflected in the Conceptual Master Plan. The City shall be responsible for the design, construction, and improvements necessary for both Phase I and Phase II Improvements. The City shall prepare and deliver to the County for review and written approval, which approval shall not be unreasonably withheld, a final master plan for Phase I and Phase II of the Project. The County hereby designates its Parks and Recreation Director as the approving authority for the County. Upon the City's submittal of the Phase I and Phase II Master Plan to the Parks and Recreation Director, the Director, or designee, shall respond to the City within 90 days or the Master Plan shall be deemed automatically approved. The final Master Plan, approved by the County, shall be referred to herein as the Approved Master Plan (the "AMP"). The City shall design and construct the Project at the City's sole cost and expense, in accordance with the requirements of this Lease and the AMP. The City shall utilize its procurement process for all services required for the Project. Said procurement process shall be consistent with all federal, state, and local laws, rules, and regulations. The County shall have no contractual obligation to any person retained by the City with regards to the Project. Any dispute, claim, or liability that may arise as a result of the City's procurement shall be the sole responsibility of the City and the City hereby holds the County harmless for same. Nothing contained herein shall be construed as a waiver of sovereign immunity or an agreement by the City to indemnify the County beyond the statutory limits of liability set forth in Section 768.28, Florida Statutes.

Section 3.03 Construction of Project.

The City shall design, construct, fund, operate, and maintain the Project at the City's sole expense, in accordance with the requirements of this Lease and the Conceptual Master Plan, attached hereto as Exhibit "B". All construction and improvements shall be made and performed in a good and workmanlike manner and in full compliance with applicable building codes, zoning regulations, and the provisions of this Lease. The County hereby delegates to the City all authority necessary and proper for the City to obtain any and all permits, necessary to design, construct, maintain, and operate the District Park Property. The City's subcontractors shall obtain, prior to commencing any work upon District Park Property, a public construction payment and performance bond in accordance with the provisions of Florida Statute 255.05 in an amount equal to the total cost of construction of such work. Notwithstanding the foregoing, the parties recognize that existing field conditions may necessitate minor deviations in the location of park amenities; however, any deviation from the AMP that would reduce the quality, quantity, or functionality of the park amenities shall not be considered a minor deviation and shall require review and approval by the County. Requests to make minor deviations shall be submitted to the Parks Director, or designee, who shall respond to the City within 14 days or the subject submittal shall be deemed to be automatically approved.

Section 3.04 Expenses and "As Builts."

The City shall be responsible for all expenses associated with the Project including, without limitation those relating to architecture and engineering, site work, utilities, drainage, securing requisite permits and approvals, and physical construction of the Project. The City shall provide the County with complete "As Built" plans for all infrastructure, building, stormwater management systems, and lighting systems for the Project and any alterations upon completion of the Project.

Section 3.05 Project Elements.

The City shall be responsible to complete Phase I as depicted on the AMP within four (4) years of the effective date of this Lease and in accordance Section 3.06 hereinbelow.

The Project shall contain the following minimum improvements as depicted in the Conceptual Master Plan:

1. Program Elements including three (3) lighted regulation multipurpose fields, two (2) lighted flexible use playing fields, one (1) playground large enough to serve a minimum of 30 children, picnic facilities, restroom/concession/meeting room building, maintenance compound and upland preserve.
2. Site improvements including bleachers, shade structures, nature trails, and interpretive signs.
3. Civil work including paving, grading, drainage, water retention lake, parking, lighting and related infrastructure.
4. Fencing, gates and/or other approved means of securing the and controlling access to the Project.

The parties acknowledge the AMP may differ from the Conceptual Master Plan and the minimum improvements set forth above. In the event of such a conflict, the AMP shall control and this Lease shall be deemed amended to require construction of the minimum Phase I improvements in accordance with the AMP.

Section 3.06 Project Timeline

A. The City shall construct the Project in accordance with the following schedule:

1. Commencement of construction of Phase I of the Project within two (2) years of the effective date of the Lease Agreement.
2. Completion of construction of Phase I within four (4) years of the effective date of the Lease Agreement.

For purposes hereof, commencement of construction shall be defined as issuance of all requisite permits for Phase I, execution of a construction contract and commencement of site work. For purposes hereof, completion of construction shall mean completion of construction of the improvements in accordance with the approved plans and specifications, issuance to the County by the City's engineer of record of a substantial completion, issuance of a certificate of completion, if applicable, and opening the facility to the general public for its intended use as a public park. In the event the City fails to construct the Project in accordance with the above schedule, the County shall be entitled to terminate this Lease, and all improvements located on the District Park Property shall become the property of the County.

Section 3.07 Alterations.

After completion of the Project and issuance of a certificate of completion therefore, the City shall not make any improvements, additions, modifications or alterations costing in excess of \$75,000 (hereinafter collectively referred to as "Alterations") without the prior written consent from the County, which consent will not be unreasonably withheld. The City shall submit detailed plans and specifications for all such Alterations to the County for the County's written approval prior to commencing work on same. The City agrees and acknowledges that all work performed to the

District Park Property, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of the City, and not for the benefit of the County, such work being nevertheless subject to each and every provision of this Lease. All work done by the City shall be done in a good and workmanlike manner and shall be diligently pursued to completion in accordance with the approved plans and specifications therefor.

Section 3.08 Construction Payments.

The City 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.

Section 3.09 Contractor Bond Requirements.

For Alterations costing in excess of \$75,000, the City shall require contractors to furnish for the benefit of the City a payment and performance bond to the City equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. The City 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, in such amounts and in such manner as the City may reasonably require.

Section 3.10 No Liens.

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

ARTICLE IV
CONDUCT OF BUSINESS AND USE OF DISTRICT PARK PROPERTY BY CITY

Section 4.01 Use of the District Park Property.

The City shall use and occupy the District Park Property solely and exclusively as a public park as specified in this Lease and Conceptual Master Plan. The City shall not use, permit, or suffer the use of the District Park Property for any other purpose whatsoever without the prior written consent of the County, which consent may be granted or withheld in the County's sole discretion.

The City shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by the City, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the District Park Property. At all times the District Park Property is in use by the City or its invitees, such use shall be under the control and supervision of the City and such supervision shall be conducted by a supervisor authorized by the City. The City shall not use the District Park Property or allow the District Park Property to be used for any commercial or unauthorized purpose, or by any other groups, foundations, or persons not authorized by the City. The City shall not commit or permit any reckless or dangerous conduct on the District Park Property at any time.

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

The City agrees that the District Park Property shall be used only and exclusively for lawful purposes, and the City will not use, or suffer anyone to use, the District Park Property, 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 District Park Property.

Section 4.02 Program and User Fees.

The City shall provide programs and facility access to all residents of Palm Beach County on a first come first serve basis regardless of residency, with no preference given to Palm Beach Gardens residents. The City may assess and collect a program fee of up to 20% higher to non-City residents to help offset the City's cost to maintain, program, operate, and staff the District Park Property.

Section 4.03 Sports Commission Accommodations.

The Palm Beach County Sports Commission shall have use privileges of the District Park Property facilities to host regional, state, national, and international events on a "not-to-conflict" basis with City programs. Fees for such events shall be reasonable and shall not exceed the City's cost of providing maintenance and staffing for said events.

Section 4.04 North County District Park Advisory Committee

The City shall establish a North County District Park Advisory Committee comprised of representatives from the County, municipalities, sports providers and other appropriate representatives located within northern Palm Beach County. Municipal representation shall include but not be limited to: City of Palm Beach Gardens, Town of Jupiter, Village of North Palm Beach, Town of Lake Park, City of Riviera Beach, Village of Tequesta, Town of Juno Beach, Town of Palm Beach Shores, and Town of Jupiter Inlet Colony. The committee shall provide input and recommendations to the City regarding the development and programming of the District Park Property. Committee membership is voluntary and no compensation shall be provided. The Advisory Committee shall continue to exist for the duration of this Lease.

Section 4.05 Waste or Nuisance.

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

Section 4.06 Governmental Regulations.

The City shall, at the City'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 that may hereafter be in force, pertaining to the City or its use of the District Park Property or the District Park Property generally.

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

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

Section 4.07 Non-Discrimination.

The City 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 District Park Property or conducted pursuant to this Lease.

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. The City shall conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended. The City has submitted to the County a copy of its non-discrimination policy that is consistent with the above paragraph, as set forth in the City's Recreational Facilities Use Policies and Procedures Manual. In the event the City's Recreational Facilities Use Policies and Procedures Manual changes in regards to its non-discrimination policy, the City shall provide the County with a copy of its new policy to ensure the City is in compliance with the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

Section 4.08 Surrender of the District Park Property.

Upon termination or expiration of this Lease, the City, at its sole cost and expense, shall remove the City's non-real property or chattel, if so directed by the County and shall surrender the District Park Property to the County. Upon surrender of the District Park Property, title to any and all remaining improvements, alterations, and structures within the District Park Property shall vest in the County.

Section 4.09 Hazardous Substance.

The City shall not use, maintain, store, or dispose of any contaminants, including, but not limited to, Hazardous Materials or toxic substances, chemicals, or other agents on the District Park Property, or any adjacent land, in any manner not permitted by Environmental Laws. Furthermore, the City shall not cause or permit the Disposal of Hazardous Materials upon the District Park Property or upon adjacent lands and shall operate and occupy the District Park Property 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, and 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 discharge, release, spill, or disposal of a Hazardous Material, whether by the City or any third party, shall be reported to the County immediately upon the knowledge thereof by the City. The City shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the District Park Property or emanating from the District Park Property onto adjacent lands that occurs as a result of the use and occupancy of the District Park Property by the City, or the City's agents, licensees, invitees, subcontractors, or employees.

The City hereby agrees to indemnify, defend, and hold harmless the County from and

against any and all claims, suits, judgments, loss, damage, fines, or liability that may be incurred by the County, including reasonable attorney's fees and cost, that may arise from the use or disposal of Hazardous Material upon District Park Property. The City's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise.

Nothing set forth hereinabove shall constitute a waiver of sovereign immunity or an agreement to indemnify the County beyond the monetary limits set forth at Section 768.28, Florida Statutes. This provision shall survive expiration or termination of this Lease.

Section 4.10 Concessions.

The City may enter into contracts with or issue licenses to vendors for the operation of the concession space(s) on the District Park Property for sale of food and/or merchandise. The City shall be entitled to retain the proceeds generated by such contracts and/or licenses. Such contracts and/or licenses shall not release the City from any obligations under this Lease. Further, the City shall comply with and shall be obligated to ensure that all such contracts and/or licenses 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, the sale of retail goods, food, and beverages, and the collection and remittance of sales tax as applicable.

Section 4.11 Park Rules and Special Events.

The City shall be entitled to grant short-term licenses reserving the Park's picnic facilities for user groups. Any such special event license shall incorporate the terms of this Lease by reference. The City shall be entitled to retain the proceeds generated by such licenses. Such licenses shall not release the City from any of its obligations under this Lease. Further, the City shall be obligated to ensure that such licensees comply with the terms of this Lease and all applicable federal, state, and county laws, rules, regulations, and ordinances.

ARTICLE V REPAIRS AND MAINTENANCE OF DISTRICT PARK PROPERTY

Section 5.01 Responsibility of the County and City.

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

Section 5.02 County's Right to Inspect.

The County or County's agents shall have the right, upon reasonable prior notice to the City (except that no notice need be given in case of emergency) to enter the District Park Property for the purpose of inspection of the District Park Property and the improvements located thereon. Any such entrance into the District Park Property shall be conducted by the County in a manner calculated to minimize interference with or disruption of the City's operations within the District Park Property.

ARTICLE VI

UTILITIES

The City shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the District Park Property, 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 District Park Property. In no event shall the County be liable for an interruption or failure in the supply of any such utility to the District Park Property.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges and represents that the City 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.

The City shall at all times during the term hereof and at its sole expense, maintain property insurance in an amount not less than 100 percent of the total replacement cost of any betterments and improvements made by or on behalf of the City, as well as the City's contents located on the District Park Property. This coverage shall include, without limitation, stock, inventory, fixtures, and equipment belonging to the City or any occupant of the District Park Property. 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. The City shall deliver to the County certificates of such insurance policies that shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

When requested, the City agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status that the 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. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

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

Subsequently, the City shall, during the term of the Lease and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (561) 435-2999, which is Palm Beach County's insurance management system.

Compliance with the foregoing requirements shall not relieve the City of its liability and

obligations under this Lease.

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

The City shall require its contractors to provide insurance with at least the minimum limits as designated in this Article and shall require its contractors include Palm Beach County Board County Commissioners and City of Palm Beach Gardens of as Additional Insureds on contractors' general liability and automobile liability policies.

Commercial General Liability -	\$1,000,000 per occurrence \$2,000,000 per aggregate
Business Automobile Liability -	\$ 500,000 per occurrence
Workers' Compensation -	Statutory
Employer's Liability -	\$ 100,000 each accident

**ARTICLE VIII
INDEMNIFICATION**

It is understood and agreed that the City is merely a City of the County and is an independent contractor and is not an agent, servant, or employee of the County or its Board of County Commissioners. The City 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 as a result of the City's use and occupancy of the District Park Property, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the District Park Property by reason, during, or as a result of the use and occupancy of the District Park Property by the City, its agents, employees, licensees, invitees, and the general public, and from and against any orders, judgments, and/or decrees that 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 the County shall be made a party to any litigation commenced against the City or by the City against any third party, then the City shall protect and hold the County harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation and any appeals thereof. Notwithstanding anything herein to the contrary, the City shall not be obligated to indemnify or hold harmless the County for matters that are attributable to the negligent or intentional acts or omissions of the County. The City 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 an agreement to indemnify the County beyond the statutory monetary limits of liability set forth in Section 768.28, Florida Statutes.

**ARTICLE IX
DESTRUCTION OF DISTRICT PARK PROPERTY**

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

In the event the District Park Property shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, the City shall restore the District Park Property to the same or better condition than that which existed prior to such casualty. The City 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, unless it is commercially unreasonable and/or practicably impossible to do so. In which case, the County shall agree to a reasonable extension of time to commence restoration. The City shall thereafter diligently pursue such restoration to completion.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Consent Required.

The City may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the District Park Property nor grant any easements affecting the District Park Property without prior written consent of the County, which may be granted or withheld at the 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 this 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 the City.

The occurrence of any one or more of the following shall constitute an Event of Default by the City under this Lease: (i) the City's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) the City's use of the District Park Property for a purpose other than that allowed under this Lease; (iii) the City's failure to perform or observe any of the agreements, covenants, or conditions contained in this Lease on the City's part to be performed or observed if such failure continues for more than thirty (30) days after notice from the County, unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event the City shall be entitled to a reasonable period under the circumstances; (iv) the City's vacating or abandoning the District Park Property; or (v) the City's leasehold estate being taken by execution, attachment, or process of law or being subjected to any bankruptcy proceeding; (vi) failure to maintain the District Park Property in accordance with the AMP and acceptable maintenance procedures with normal wear and tear excepted. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, the County shall have the right to give the City notice that the County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by the City, 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 the City's

obligations are such that more than thirty (30) days are required for performance, then the City shall not be in default if the City commences performance within such thirty- (30) day period and thereafter diligently pursues the same to completion. Upon such termination, the County shall be entitled to pursue such damages as are available to the County pursuant to this Lease or the laws of the State of Florida. In the event City 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. Specific performance will only be required pursuant to this section if there is an annual budgetary funding and appropriations by its respective body.

Section 11.02 Default by the County.

The County shall not be in default unless the County fails to perform obligations required of the County within a reasonable time, but in no event later than thirty (30) days after written notice by the City to the County, specifying wherein the County has failed to perform such obligations; provided, however, that if the nature of the County's obligations is such that more than thirty (30) days are required for performance, then the County shall not be in default if the 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 the County and City hereunder are subject to and contingent upon annual budgetary funding and appropriations by their respective legislative bodies.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the City of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms, and conditions on the City's part to be observed and performed, the City shall peaceably and quietly hold and enjoy the District Park Property for the Term hereby demised without hindrance or interruption by the 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 the County and City concerning the District Park Property. 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 the County or the City, unless reduced to writing and signed by both parties.

Section 14.02 Notices.

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). 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. 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, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Parks Attorney
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 City at:

City of Palm Beach Gardens
Attn: City Manager
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 799-4110

With a copy to:

City of Palm Beach Gardens
Attn: Sports Director
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 630-1117

With a copy to:

City of Palm Beach Gardens
Attn: City Attorney
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 799-4138

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.

The County and City both represent and warrant that neither has dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease

Section 14.05 Recording.

The City shall not record this Lease or any memorandum or short form thereof without the written consent and joinder of the County, which may be granted or withheld at the 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 this 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 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 14.09 Waiver.

The waiver by either Party of any default of any term, condition, or covenant herein contained shall not constitute a waiver of such term, condition, or covenant for any subsequent default of the same or any other term, condition, or covenant herein contained.

Section 14.10 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 14.11 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 14.12 Incorporation by Reference.

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

Section 14.13 Survival.

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

Section 14.14 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 City.

Section 14.15 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 14.16 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 ("Effective Date"). Upon termination or expiration of this Lease, all improvements on the Property shall become County property.

Section 14.17 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, City 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 14.18 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 14.19 Condemnation.

If the District Park Property, 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, the County shall be entitled to that portion of the award relating to the County's reversionary interest in the fee simple estate. The City shall be entitled to that portion of the award relating to the City's leasehold estate, which includes any and all improvements made to the District Park Property by the City, including depreciation deducted from the award total, if the City is not in default of this Lease Agreement. Notwithstanding the foregoing, the City 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 District Park Property, the rent shall be prorated, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, the City 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 pro rata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time the City is unable to use the portion of the District Park Property temporarily taken. After such period, Rent shall be restored to the Rent that would have been then due without regard to such taking. The County shall have no obligation to restore the District Park Property improvements or otherwise perform any work upon same as a result of any such taking.

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

COUNTY:

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

By: _____
Melissa McKinlay, Mayor

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

ATTEST:

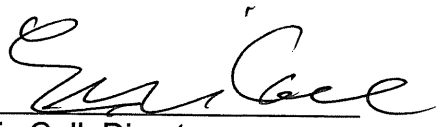
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS &
CONDITIONS**

By: 
Eric Call, Director
Parks & Recreation Department

CITY:

By: Maria G. Marino
Maria G. Marino, Mayor

Signed and delivered in the presence of:

[Signature]
Witness Signature

Kenthia White
Print Witness Name

BENTHA C. WA-ROQUE
Witness Signature

Bentha C. Wa-Roque
Print Witness Name

ATTEST:

By: [Signature]
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
R. Max Lohman, City Attorney

LIST OF EXHIBITS

Description	Exhibits
The District Park Property	Exhibit “A”
Conceptual Master Plan	Exhibit “B”

EXHIBIT “A”



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

DESCRIPTION & SKETCH

PREPARED FOR:

CITY OF PALM BEACH GARDENS

LEGAL DESCRIPTION: OVERALL BOUNDARY

A PARCEL OF LAND LYING IN SECTIONS 1 AND 2, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 01°52'52" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 732.77 FEET; THENCE SOUTH 88°07'08" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°52'52" EAST, A DISTANCE OF 541.55 FEET; THENCE NORTH 88°21'18" WEST, ALONG, IN PART, THE NORTH LINE OF 117TH COURT NORTH, AS DESCRIBED IN OFFICIAL RECORD BOOK 6496, PAGE 325, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1758.02 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1460.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°24'33", A DISTANCE OF 443.62 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 70°54'39" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 274.84 FEET; THENCE NORTH 25°17'46" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 57.13 FEET TO A POINT ON THE EAST LINE OF CENTRAL BOULEVARD, AS DESCRIBED IN OFFICIAL RECORD BOOK 5104, PAGE 945, OF THE SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3759.72 FEET, AND FROM SAID POINT A RADIAL LINE BEARS SOUTH 69°40'50" EAST; THENCE NORTHEASTERLY, ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°48'18", A DISTANCE OF 709.02 FEET; THENCE SOUTH 88°21'18" EAST, A DISTANCE OF 2993.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (PER FDOT (I-95) RIGHT-OF-WAY MAP SECTION NO. 93220-2474; THENCE SOUTH 30°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 529.73 FEET; THENCE SOUTH 26°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.18 FEET, THENCE SOUTH 01°48'15" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 554.22 FEET; THENCE NORTH 88°31'06" WEST, A DISTANCE OF 1287.10 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES: (NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING NORTH 01°52'52" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

FOR THE FIRM
WANTMAN GROUP, INC.

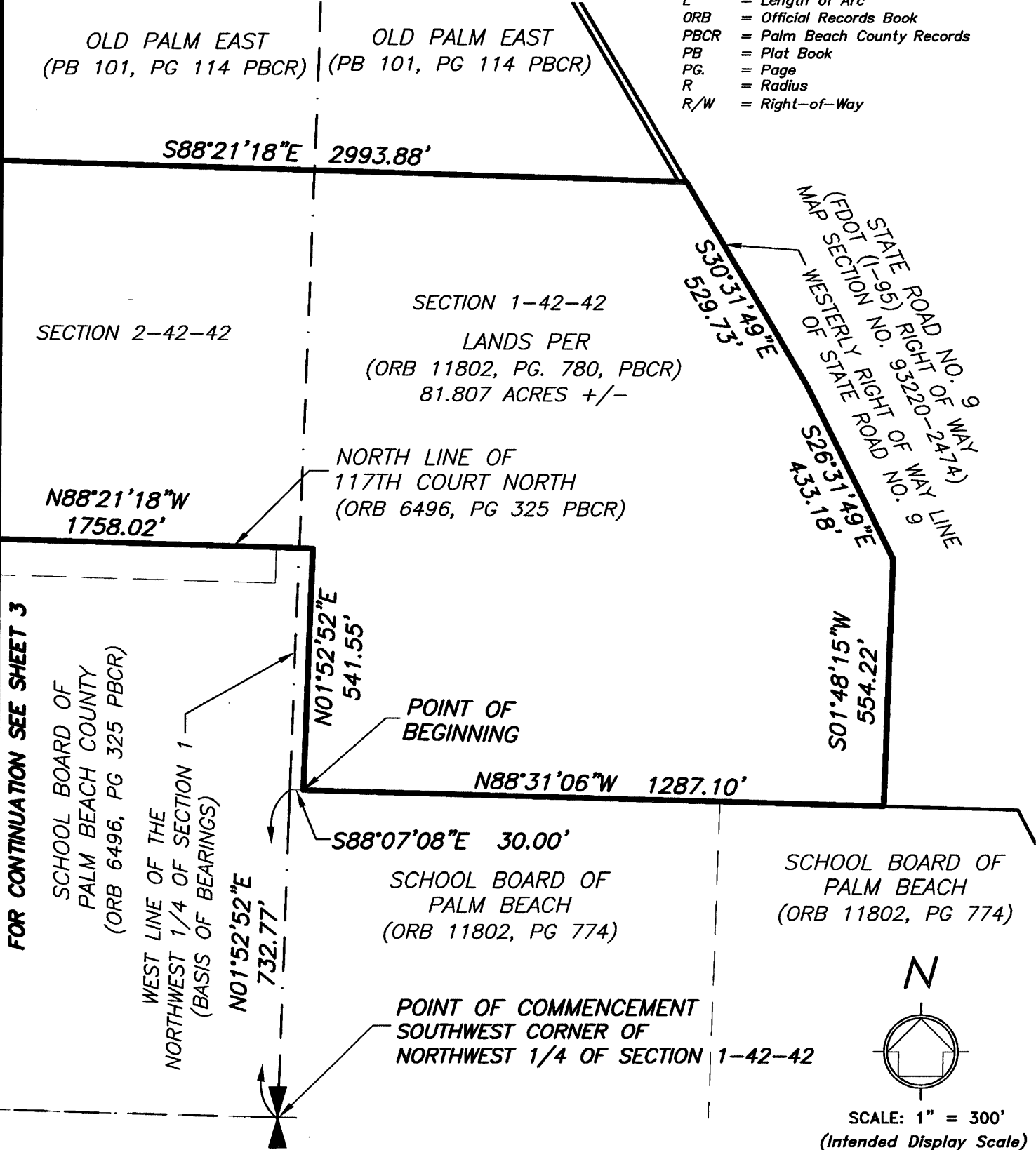
BY: [Signature] DATE: 12/11/17

ERIC MATTHEWS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6717

DATE:	REVISION:	BY:	OFFICE	MRG	DATE	12/05/17	JOB
			CHECKED	ERM	SHEET	1 OF 3	DWG 197602_OA Bndy

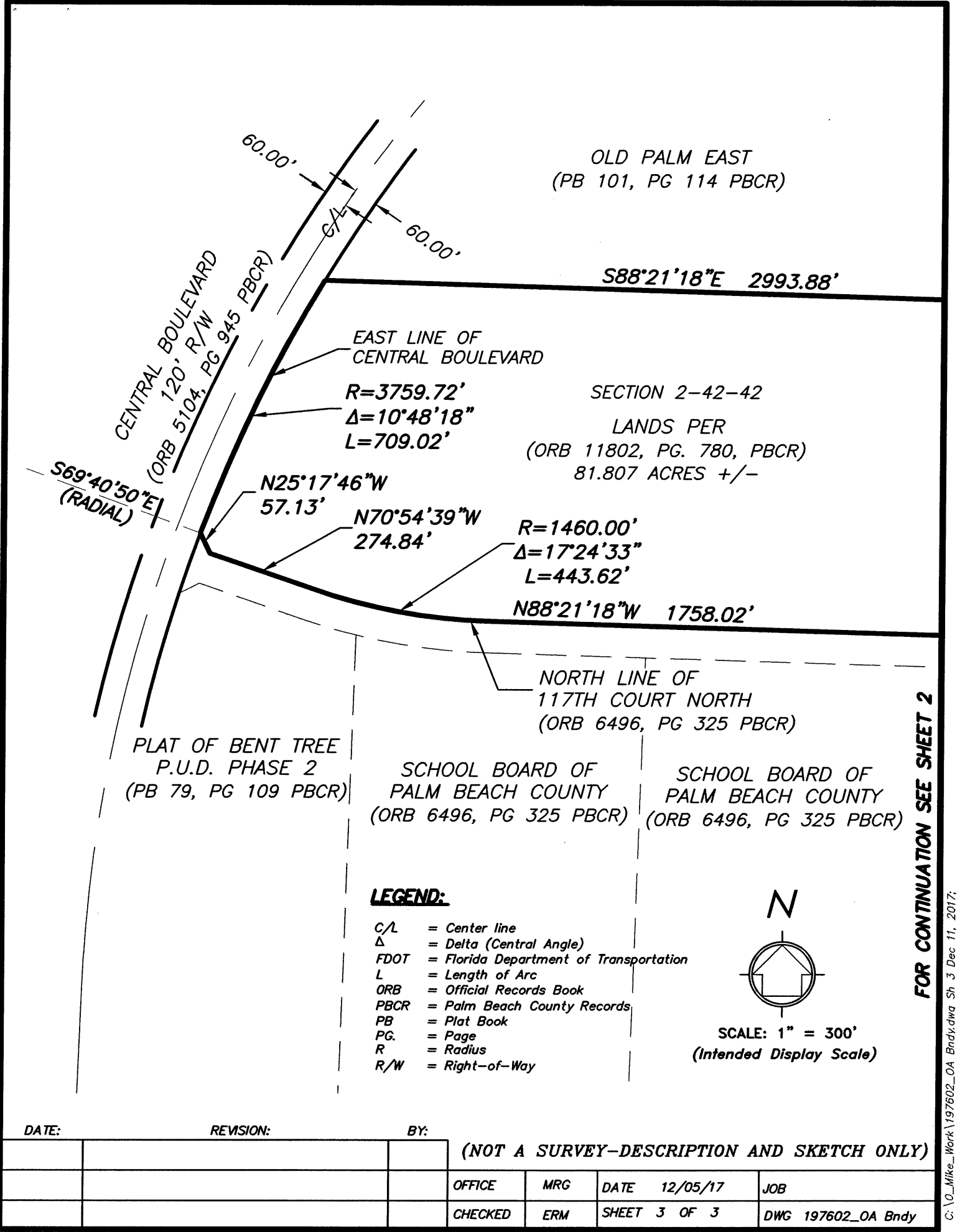
C:\0_Mike_Work\197602_OA Bndy.dwg Sh 1 Dec 11, 2017;

- LEGEND:**
- C/L = Center line
 - Δ = Delta (Central Angle)
 - FDOT = Florida Department of Transportation
 - L = Length of Arc
 - ORB = Official Records Book
 - PBCR = Palm Beach County Records
 - PB = Plat Book
 - PG. = Page
 - R = Radius
 - R/W = Right-of-Way



FOR CONTINUATION SEE SHEET 3

DATE:	REVISION:	BY:	(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)			
			OFFICE	MRG	DATE 12/05/17	JOB
			CHECKED	ERM	SHEET 2 OF 3	DWG 197602_OA Bndy





2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

DESCRIPTION & SKETCH
PREPARED FOR:
CITY OF PALM BEACH GARDENS

LEGAL DESCRIPTION: PHASE 1

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 01°52'52" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 732.77 FEET; THENCE SOUTH 88°07'08" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°52'52" EAST, A DISTANCE OF 1388.13 FEET; THENCE SOUTH 88°21'18" EAST, A DISTANCE OF 796.29 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (PER FDOT (I-95) RIGHT-OF-WAY MAP SECTION NO. 93220-2474; THENCE SOUTH 30°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 529.73 FEET; THENCE SOUTH 26°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.18 FEET, THENCE SOUTH 01°48'15" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 554.22 FEET; THENCE NORTH 88°31'06" WEST, A DISTANCE OF 1287.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 36.456 ACRES, MORE OR LESS.


(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING NORTH 01°52'52" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

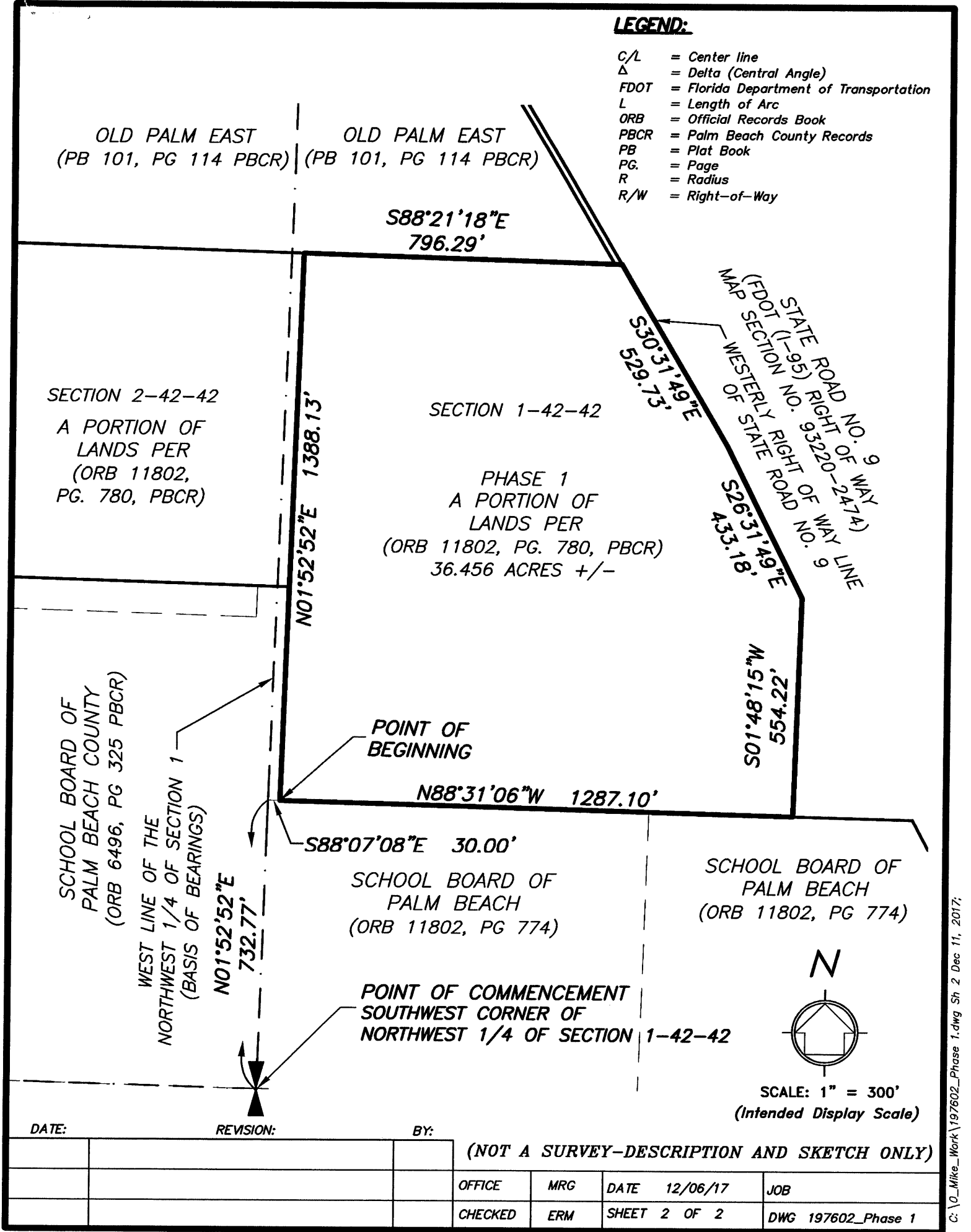
FOR THE FIRM
WANTMAN GROUP, INC.

BY:  DATE: 12/11/17
ERIC MATTHEWS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6717

DATE:	REVISION:	BY:	OFFICE	MRG	DATE	JOB
			CHECKED	ERM	12/06/17	
					SHEET 1 OF 2	DWG 197602_Phase 1

LEGEND:

- C/L = Center line
- Δ = Delta (Central Angle)
- FDOT = Florida Department of Transportation
- L = Length of Arc
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page
- R = Radius
- R/W = Right-of-Way





2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

DESCRIPTION & SKETCH

PREPARED FOR:

CITY OF PALM BEACH GARDENS

LEGAL DESCRIPTION: PHASE 2

A PARCEL OF LAND LYING IN SECTIONS 1 AND 2, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 01°52'52" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 732.77 FEET; THENCE SOUTH 88°07'08" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°52'52" EAST, A DISTANCE OF 541.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°21'18" WEST, ALONG, IN PART, THE NORTH LINE OF 117TH COURT NORTH, AS DESCRIBED IN OFFICIAL RECORD BOOK 6496, PAGE 325, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1758.02 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1460.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°24'33", A DISTANCE OF 443.62 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 70°54'39" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 274.84 FEET; THENCE NORTH 25°17'46" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 57.13 FEET TO A POINT ON THE EAST LINE OF CENTRAL BOULEVARD, AS DESCRIBED IN OFFICIAL RECORD BOOK 5104, PAGE 945, OF THE SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3759.72 FEET, AND FROM SAID POINT A RADIAL LINE BEARS SOUTH 69°40'50" EAST; THENCE NORTHEASTERLY, ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°48'18", A DISTANCE OF 709.02 FEET; THENCE SOUTH 88°21'18" EAST, A DISTANCE OF 2197.59 FEET; THENCE SOUTH 01°52'52" WEST, A DISTANCE OF 846.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 45.351 ACRES, MORE OR LESS.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING NORTH 01°52'52" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

FOR THE FIRM
WANTMAN GROUP, INC.

BY:

DATE:

12/11/17

ERIC MATTHEWS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6717

DATE:

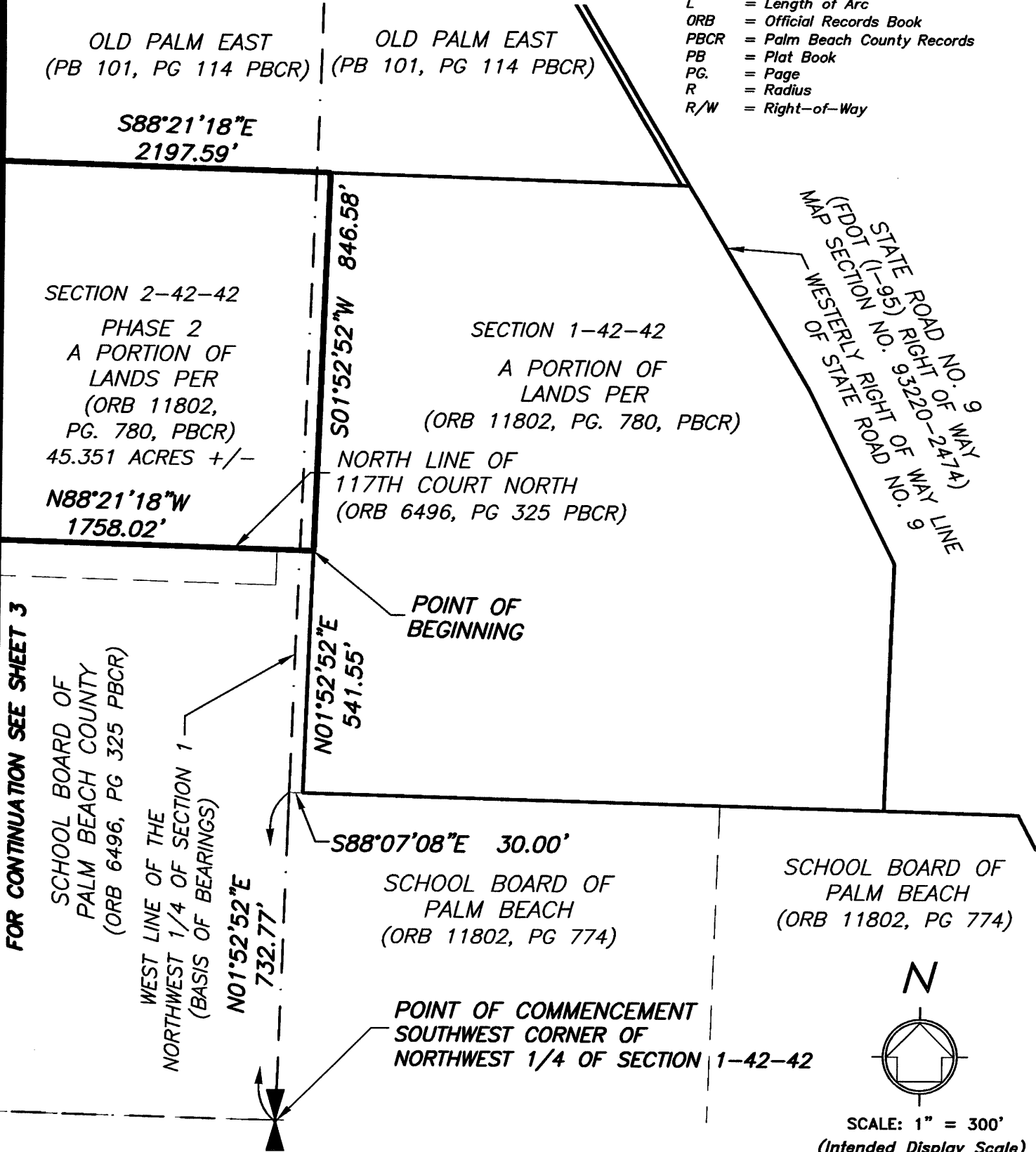
REVISION:

BY:

OFFICE	MRG	DATE 12/05/17	JOB
CHECKED	ERM	SHEET 1 OF 3	DWG 197602_Phase 2

LEGEND:

- C/L = Center line
- Δ = Delta (Central Angle)
- FDOT = Florida Department of Transportation
- L = Length of Arc
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page
- R = Radius
- R/W = Right-of-Way



DATE:	REVISION:	BY:	(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)			
			OFFICE	MRG	DATE 12/05/17	JOB
			CHECKED	ERM	SHEET 2 OF 3	DWG 197602_Phase 2

OLD PALM EAST
(PB 101, PG 114 PBCR)

S88°21'18"E 2197.59'

SECTION 2-42-42

PHASE 2
A PORTION OF
LANDS PER

(ORB 11802, PG. 780, PBCR)
45.351 ACRES +/-

EAST LINE OF
CENTRAL BOULEVARD

R=3759.72'
Δ=10°48'18"
L=709.02'

N25°17'46"W
57.13'

N70°54'39"W
274.84'

R=1460.00'
Δ=17°24'33"
L=443.62'

N88°21'18"W 1758.02'

NORTH LINE OF
117TH COURT NORTH
(ORB 6496, PG 325 PBCR)

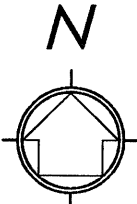
PLAT OF BENT TREE
P.U.D. PHASE 2
(PB 79, PG 109 PBCR)

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

LEGEND:

C/L = Center line
Δ = Delta (Central Angle)
FDOT = Florida Department of Transportation
L = Length of Arc
ORB = Official Records Book
PBCR = Palm Beach County Records
PB = Plat Book
PG. = Page
R = Radius
R/W = Right-of-Way



SCALE: 1" = 300'
(Intended Display Scale)

FOR CONTINUATION SEE SHEET 2

DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

			OFFICE	MRG	DATE 12/05/17	JOB
			CHECKED	ERM	SHEET 3 OF 3	DWG 197602_Phase 2

EXHIBIT “B”

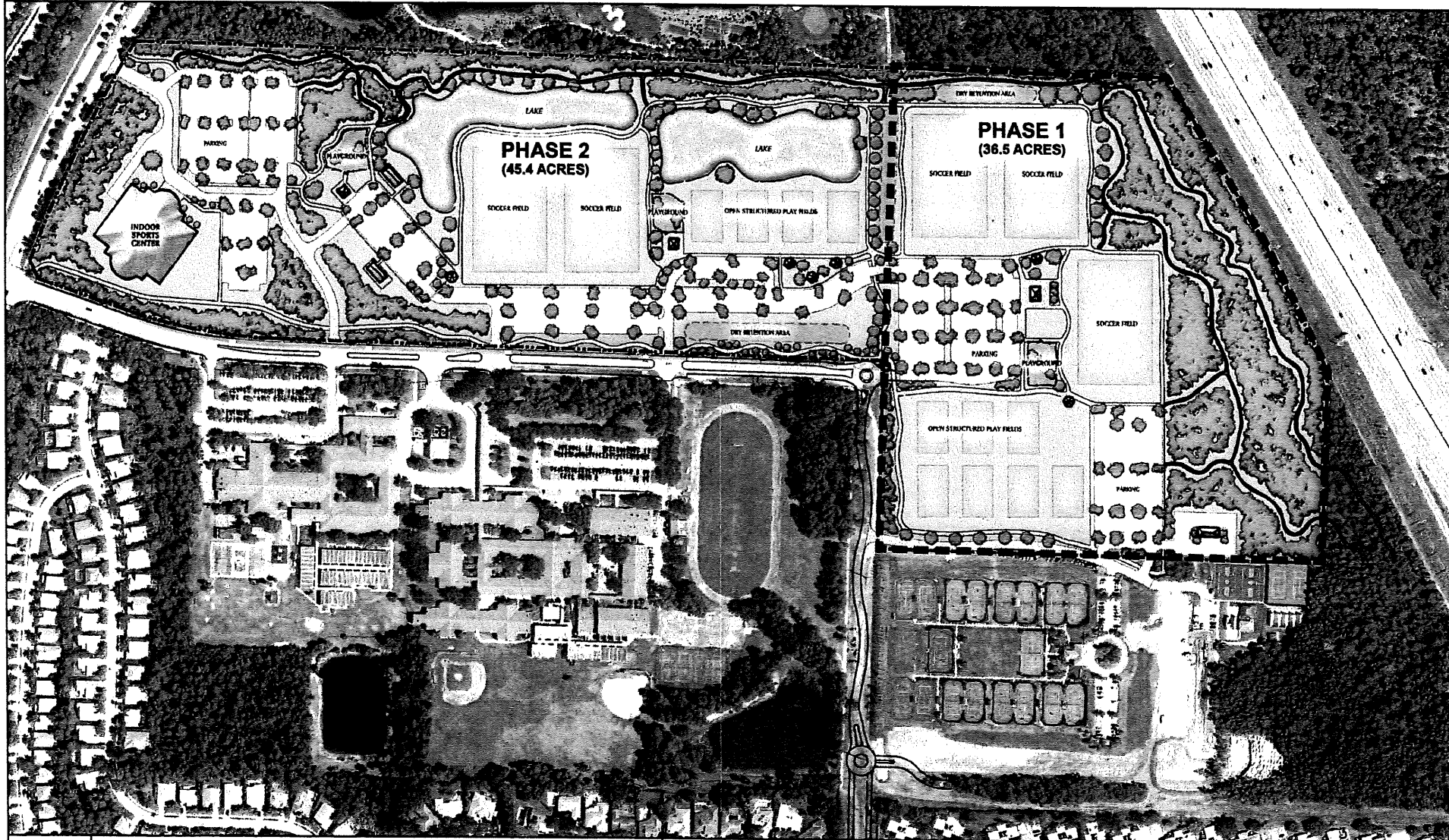


EXHIBIT "B"



PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
PLANNING & DESIGN DIVISION

NORTH COUNTY DISTRICT PARK
CONCEPTUAL MASTER PLAN 2017
EXHIBIT "B"

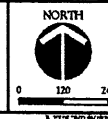


TABLE OF CONTENTS

ARTICLE I	BASIC LEASE PROVISIONS	PAGE
Section 1.01	District Park Property.....	1
Section 1.02	District Park Property Phasing Plan	1
Section 1.03	Term	2
Section 1.04	Option to Renew.....	2
ARTICLE II	RENT	
Section 2.01	Annual Rent.....	2
Section 2.02	Assessments and Personal Property Taxes	2
Section 2.03	Additional Rent	3
Section 2.04	Unpaid Fees, Holdover.....	3
Section 2.05	Accord and Satisfaction.....	3
ARTICLE III	CONDITION OF LEASED DISTRICT PARK PROPERTY, DESIGN AND CONSTRUCTION	
Section 3.01	Acceptance of the District Park Property by the City	3
Section 3.02	Approved Master Plan	4
Section 3.03	Construction of Project	4
Section 3.04	Expenses and "As Builts"	4
Section 3.05	Project Elements	5
Section 3.06	Project Timeline	5
Section 3.07	Alterations.....	5
Section 3.08	Construction Payments	6
Section 3.09	Construction Bond Requirements.....	6
Section 3.10	No Liens	6
ARTICLE IV	CONDUCT OF BUSINESS AND USE OF DISTRICT PARK BY THE CITY	
Section 4.01	Use of the District Park Property	7
Section 4.02	Program and User Fees	7
Section 4.03	Sports Commission Accommodations	7
Section 4.04	North County District Park Advisory Board	8
Section 4.05	Waste or Nuisance	8
Section 4.06	Governmental Regulations	8
Section 4.07	Non-Discrimination	9
Section 4.08	Surrender of the District Park Property.....	9
Section 4.09	Hazardous Substance	9
Section 4.10	Concessions.....	10
Section 4.11	Park Rules and Special Events	10
ARTICLE V	REPAIRS AND MAINTENANCE OF DISTRICT PARK PROPERTY	
Section 5.01	Responsibility of the County and City	10
Section 5.02	County's Right to Inspect.....	10
ARTICLE VI	UTILITIES.....	11

ARTICLE VI	INSURANCE	11
ARTICLE VIII	INDEMNIFICATION	12
ARTICLE IX	DESTRUCTION OF DISTRICT PARK PROPERTY	
Section 9.01	Damage or Destruction by Fire, War or Act of God	13
ARTICLE X	ASSIGNMENT AND SUBLETTING	
Section 10.01	Consent Required	13
ARTICLE XI	DEFAULT	
Section 11.01	Default by the City	13
Section 11.02	Default by the County	14
ARTICLE XII	ANNUAL BUDGETARY FUNDING	14
ARTICLE XIII	QUIET ENJOYMENT	13
ARTICLE XIV	MISCELLANEOUS	
Section 14.01	Entire Agreement	14
Section 14.02	Notices	15
Section 14.03	Severability	16
Section 14.04	Broker's Commission	16
Section 14.05	Recording	16
Section 14.06	Waiver of Jury Trial	16
Section 14.07	Governing Law and Venue	16
Section 14.08	Time of Essence	17
Section 14.09	Waiver	17
Section 14.10	Non-exclusivity of Remedies	17
Section 14.11	Construction	17
Section 14.12	Incorporation by Reference	17
Section 14.13	Survival	17
Section 14.14	No Third-Party Beneficiary	17
Section 14.15	Office of the Inspector General	17
Section 14.16	Effective Date of Lease	18
Section 14.17	Public Entity Crimes	18
Section 14.18	Headings	18
Section 14.19	Condemnation	18

EXHIBITS

Exhibit "A"	The District Park Property	22
Exhibit "B"	Conceptual Master Plan	31

Palm Beach Gardens Lease Agreement Summary of Key Terms

- 1) Palm Beach County to Lease approximately 82 acres of vacant land to the City of Palm Beach Gardens for the development of a district park with active recreational facilities.
 - 2) The initial term is 50 years with one 50-year renewal option, and annual rent payment of \$10 per year.
 - 3) City will be responsible to design, construct, operate, and maintain the Park. There will be no cost to the County.
 - 4) Park and programing will be open to all residents of Palm Beach County on a first-come, first-serve basis regardless of residency. For programs or services where a fee is charged the City may charge nonresidents up to a 20% supplementary fee to help cover maintenance costs.
 - 5) Project will be developed in adherence with the Conceptual Master Plan approved by the Board on June 20, 2017. The County's Park and Recreation Director has authority to approve final plans.
 - 6) Park will be developed in two phases, with Phase One containing 36.5 acres and Phase Two containing 45.5 acres.
 - 7) City must commence construction of Phase One within two years and complete construction within four years. The project elements include;
 - Three lighted regulation multipurpose fields, two lighted flexible use multipurpose playing fields, one playground large enough to serve a minimum of 30 children, picnic facilities, restroom/concession/meeting room building, maintenance compound and upland preserve.
 - Site improvements including bleachers, shade structures, nature trails, and interpretive signs.
 - Civil work including paving, grading, drainage, water retention lake, parking, lighting and related infrastructure.
 - Fencing, gates, and/or other approved means of securing and controlling access to the Project.
 - 8) The City must also remove exotic vegetation, develop trails and open space, construct the retention lake, stabilized grass parking, and construct the access road on the Phase Two property within 24 months of the effective date of this Lease.
 - 9) The City must complete all recreational amenities, including vertical construction for the 45.4 acre Phase two property within 10 years of the effective date of this Lease.
 - 10) Should the City fail to complete development of Phase Two facilities within 10 years, this 45.5 acre portion of the property can be redacted and the City's leasehold interest terminated.
 - 11) Once Park is complete the County must approve all alterations in excess of \$75,000
 - 12) The Palm Beach County Sports Commission shall have use privileges of the District Park Property facilities to host regional, state, national, and international events on a "not-to-conflict" basis.
 - 13) The City shall establish a North County District Park Advisory Committee comprised of representatives from the County, municipalities, sports providers and other appropriate representatives located within northern Palm Beach County. Municipal representation shall include but not be limited to: City of Palm Beach Gardens, Town of Jupiter, Village of North Palm Beach, Town of Lake Park, City of Riviera Beach, Village of Tequesta, Town of Juno Beach, Town of Palm Beach Shores, and Town of Jupiter Inlet Colony. The committee shall provide input and recommendations to the City regarding the development and programming of the District Park.
-