

30-42-41-24-00-000-7010

LOCATION MAP



Attachment #1

Attachment #2
Lease Agreement (1 @ 14 pages)

LEASE AGREEMENT

between

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY,
a dependent special district created by Chapter 2001-331, Laws of Florida, as amended
(Landlord)**

and

PALM BEACH COUNTY,

**A Political Subdivision
of the State of Florida
(County)**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered on _____,
(the Lease) by and between SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, 7501 North Jog Road, West Palm Beach, Florida 33412, (hereinafter referred to as “Landlord”) and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, generally referred to as the North County Transfer Station, located at 14185 N. Military Trail, Jupiter, Florida (the “Property”); and

WHEREAS, Landlord and the County entered into a certain Lease Agreement (R97-2119D) (“the Agreement”) dated December 16, 1997, for a portion of the Property to establish and operate a fueling station, which expires December 15, 2022; and

WHEREAS, County desires to renew the Agreement to said portion of the Property for the continued operation of the fueling station constructed, operated, and maintained as a part of the Agreement; and

WHEREAS, Landlord is willing to renew the Agreement to said portion of the Property to the County for said purpose; and

WHEREAS, Landlord and County will continue to benefit from emergency use of the facility.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County and the County rents from Landlord the premises hereinafter defined upon the following terms and conditions:

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

The premises subject to this Lease are depicted as the Fueling Station on the updated Site Plan attached hereto as Exhibit “A” and made a part of hereof (the “Premises”). Landlord hereby grants County a non-exclusive easement across Landlord’s Property for ingress and egress to the Premises, during the Term of this Lease.

Section 1.02 Length of Term and Commencement Date.

The Term of this Lease shall commence upon the date of full execution of this Lease (the “Commencement Date”) and shall extend for a period of five (5) years thereafter, unless sooner terminated pursuant to the provisions of this Lease (the “Term”). Notwithstanding anything in this Lease to the contrary, during the fifth (5th) year of the initial Term of this Lease or any extension of the Term of this Lease, the Landlord and County shall each have the right to cancel this Lease for any reason upon one (1) year prior written notice to the other.

Section 1.03 Option to Extend.

(a) County is hereby granted the option to extend the Term of this Lease for four (4) additional periods of five (5) years each for a total of twenty (20) years (the “Extended Terms”) under the same terms and conditions specified herein.

(b) County shall exercise its option(s) as to each Extended Term in the following manner. At least ninety (90) days, but not more than one hundred fifty (150) days, prior to the expiration of the initial Term, or the applicable Extended Term, County shall notify Landlord in writing of its election to exercise County’s option to extend the Term of this Lease. The Director of County’s Facilities Development & Operations Department shall have the authority to exercise said options on behalf of County.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

The rental for the Premises shall be ten dollars (\$10.00) per annum and shall be payable by County in advance upon the Commencement Date and each anniversary thereof.

Section 2.02 Assessments.

County shall pay before delinquency all assessments which may be levied by any governmental authority against the Premises because of County’s Alterations constructed on the Premises during the Term of this Lease, to the extent that County is not exempt by law from said assessment.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 3.01 Use of Premises and Hours of Operation.

County shall use the Premises solely and exclusively for the operation of a Palm Beach County fueling station. County shall not operate more than one 12,000 gallon below ground unleaded gasoline tank. County’s access to the Premises and hours of operation on the Premises shall be the same as those of the Landlord at its facility adjacent to the Premises. County shall not use, permit, or suffer the use of the Premises for any other business or any disorderly or unlawful purpose. In the event of an emergency, County shall permit Landlord to use the fuel store on the Premises, to the extent such fuel is not needed for use at such time by County. The Landlord shall reimburse the County for the cost of any such fuel used by the Landlord within thirty (30) days of invoice for such use.

Section 3.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises, or which may affect Landlord's fee interest in the Premises. County shall not use or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in County's operations, on the Premises or the Property generally, in any manner not permitted by law. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers on the interior of the Premises until removed. County will keep the access of the Premises, the parking areas and other contiguous areas to the Premises free and clear of rodents, vermin and other pests. County shall post a fuel spill plan and fuel spill kit on the Premises. County shall immediately notify Landlord of any fuel spill of in excess of 25 gallons of fuel. County shall provide Landlord with the name and phone number of County's agent to contact in the event of a fuel spill at the Premises.

Section 3.03 Governmental Regulations.

County shall, at County'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 County or its use of the Premises, including the temporary handling and storage of known and unknown hazardous substances. County shall be responsible for any impact to the Landlord's permitted Surface Water Management System which is a result of County's use of or activities on the subject premises. Landlord shall have the right to make reasonable inspections of the Premises to determine County's compliance with the same. County shall, to the extent permitted by law, indemnify, defend, and save Landlord harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from County's failure to perform its obligations in this Section. County shall ensure that the operation of the fuel storage tank complies with the Department of Environmental Protection ("DEP") 62-761, including without limitation, 62-761.500 (1) F.A.C. The fuel tank shall be registered with DEP, with a copy of such registration posted on the Premises and a copy of the same delivered to Landlord. County shall conduct testing and inspections of the tank and all integral components as required by DEP 62-761, including without limitation, 62-761.500 (1) F.A.C. and shall deliver to Landlord, annually, copies of such reports. County shall comply with NFP codes 30 and 30A by labeling the tanks, posting required signs, and installing a fire extinguisher on the Premises. Landlord shall be entitled to inspect the Premises during the hours set forth in Paragraph 3.01 hereinabove to ensure that County is in compliance with the terms of this section and of this Lease. This section shall survive the termination or expiration of this Lease.

Section 3.04 Surrender of Premises.

Upon termination or expiration of this Lease, including Extended Terms, if any, County, at its sole cost and expense, shall remove all improvements constructed upon the Premises by County and County's personal property from the Premises and shall surrender the Premises to the Landlord in the same condition the Premises were in as of the Commencement Date of this Lease. If the County fails to remove its Alterations and restore the Premises, then upon termination or expiration of this Lease, upon the County vacating the Premises, all such improvements shall become the property of the Landlord and in such event, should Landlord so elect, Landlord may restore, at County's expense, the Premises to its condition as of the commencement hereof and

County shall reimburse Landlord for the cost of such restoration within thirty (30) days of County's receipt of a written request therefore together with supporting documentation and receipts.

Within: (a) forty-five (45) days prior to the termination or expiration of this Lease; or (b) as soon as reasonably possible following a termination for default under Section 10.01 or 10.02, County shall obtain and deliver to Landlord, as County's sole cost and expense, a Phase II environmental report consisting of a file review, site inspection and chemical analysis of soil samples from the premises, to be prepared by the County or its contractor. The Phase II environmental report shall indicate whether or not there is or has been improperly manufactured, stored or discharged on, or within ten (10) feet of the Premises and/or any building, equipment and facilities located thereon any of the following: (i) friable asbestos; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material or substance, the handling, storage, transportation, disposal of or exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority, including petroleum products ("Hazardous Substances"). In the event that County's report reveals that any such Hazardous Substances have been improperly handled, stored, transported or disposed of on the Premises by the County, its agents, employees, contractors, licensees and invitees, and such action has contaminated the Premises, County shall, at County's sole cost and expense, promptly take all actions as are necessary to return the Premises to the conditions existing prior to the introduction of any such Hazardous Substances to the Premises. This section shall survive the termination or expiration of this Lease.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Acceptance of Premises by County.

County certifies that County has inspected the Premises and accepts same "As Is" in its existing condition as of the Commencement Date of this Lease. No repair work, alterations, or remodeling of the Premises is required to be done by Landlord as a condition of this Lease.

Section 4.02

- (a) County's Work.** County agrees to perform all work, at its own cost and expense, which is necessary to fully equip, operate, and maintain the existing Premises for the lawful use of the Premises as specified in Article IV of this Lease. The improvements which County was previously authorized to make on the Premises during the Agreement (R97-2119D) consisted of the installation of one 12,000 gallon underground unleaded fuel tank, one double hose single product (unleaded) fuel dispenser, a concrete fuel island with car reader system, and surrounding concrete pad and fencing with small spill containment system located around the island. An electrical panel and Veeder Root tank monitoring system is located outside of the fence surrounding the concrete pad.
- (b) Alterations.** County shall not make any improvements, additions, modifications, or alterations to the Premises (hereinafter collectively referred to as "Alterations") without the prior written consent of Landlord in each

instance. County shall submit detailed plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County's commencing work on the same. County acknowledges and agrees that all Alterations, whether pursuant to this Section or otherwise, are performed and accomplished solely for the benefit and convenience of County, and not for the benefit of the Landlord, such Alterations being nevertheless subject to each and every provision of this Lease.

- (c) **Permits and Approvals.** County shall be responsible for obtaining all governmental approvals and permits necessary to construct any alterations, including those from the South Florida Water Management District. Landlord shall authorize County to act as Landlord's agent to obtain any governmental approvals or permits required to construct any Alterations approved by Landlord or to permit County's use of the Premises or County's Work.
- (d) **General.** Any Alterations shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the plans and specifications previously approved by Landlord. All such improvements shall be constructed in accordance with all applicable laws, ordinances, codes, rules, and regulations governing the construction, use, and operation thereof.
- (e) **Construction Liens.** County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, in the construction of any improvements to the Premises, and shall where required, obtain a Public Performance Bond in accordance with Florida Statutes 255.05 prior to commencing any such improvements.

In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the County, the County shall promptly take action to have the lien removed from the Premises. Further, the County agrees to indemnify, defend, and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of any such construction lien.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of Landlord and County.

Landlord shall not be obligated or required to conduct any maintenance or make any repairs whatsoever to the Premises. All portions of the Premises, and all improvements constructed on the Premises shall be maintained and kept in good repair and condition at all times by County at County's sole cost and expense. County shall, upon request, provide Landlord a copy of County's maintenance schedule and/or maintenance records for the Premises.

Section 5.02 Responsibility of County Regarding Alterations and Personal Property.

All improvements constructed by County upon the Premises and personal property of County shall remain the property of the County at County's sole risk for the Term of this Lease, or any extension or renewal hereof.

**ARTICLE VI
INSURANCE AND INDEMNITY**

Section 6.01 Liability Insurance.

County shall, during the entire Term hereof, including Extended Terms, if any, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$200,000 per person and \$300,000 per incident or occurrence. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure. County shall obtain such insurance as is required in Section 62-761 Florida Administrative Code and shall provide Landlord with a certificate of insurance evidencing compliance with the foregoing.

Section 6.02 Indemnification.

County shall, to the extent permitted by law indemnify and save harmless the Landlord from against any and all claims, suits, actions, damages, and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to the property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the County, its agents, employees, licensees and invitees, and from and against any orders, judgements, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event Landlord shall be made a party to any litigation commenced against the County or by the County against any third party, then County shall protect and hold Landlord harmless and pay all costs and attorney's fees incurred by the Landlord in connection with such litigation, and any appeals thereof. Nothing herein shall constitute a waiver of the sovereign immunity of either party, as provided in Florida Statutes, Section 768.28, as amended.

**ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES**

In the event any of improvements constructed by County upon the Premises shall be destroyed, damaged, or injured by fire or other casualty during the Term of this Lease, or any extension thereof, the County shall commence restoration or removal thereof within ninety (90) days and thereafter diligently pursue the restoration or removal to completion. Notwithstanding the foregoing, in the event of any such casualty, County shall have the right, to be exercised in its sole discretion, to terminate this Lease. In the event County elects to terminate this Lease, County shall first place the Premises in a safe and sightly condition in compliance with all Building, Fire and other applicable codes and shall at the request of the Landlord remove any improvements which are materially damaged.

**ARTICLE VIII
UTILITIES AND SERVICES**

County shall make arrangements for the supply to the Premises of any and all utilities and services required by County by contracting directly with the utility or other companies furnishing such utilities and services to the Premises. County shall be solely responsible for and promptly pay directly to the utility or other provider of such service all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises.

**ARTICLE IX
ASSIGNMENT AND SUBLETTING**

County may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without the prior written consent of the Landlord. All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Any easement, assignment or sublease not approved in writing by Landlord shall be void and without legal effect.

**ARTICLE X
DEFAULT**

Section 10.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure (unless such default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, in which case County shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that County diligently proceeds with the curing of the default); (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to either (a) cure said default, and County shall reimburse Landlord for all expenses incurred by Landlord in doing so; or (b) give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, in which event 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 such period (or within a reasonable period thereafter if the same cannot be cured within such period and County: (1) undertakes such cure within such period; (2) diligently proceeds with the cure; and (3) notifies the Landlord of the steps being taken to cure)), then this Lease will continue.

Section 10.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days' notice specifying that the County intends to terminate this Lease, in which event 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 such period (or within a reasonable period thereafter if the same cannot be cured within such period and Landlord: (1) undertakes such cure within such period; (2) diligently proceeds with the cure; and (3) notifies the County of the steps being taken to cure, then this Lease will continue.

**ARTICLE XI
ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

**ARTICLE XII
ANNUAL BUDGETARY FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

**ARTICLE XIII
QUIET ENJOYMENT**

Section 13.01 Landlord's Covenant.

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

**ARTICLE XIV
CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi-public use, the entire compensation or award therefor, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

**ARTICLE XV
MISCELLANEOUS**

Section 15.01 Waiver, Accord and Satisfaction.

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

Section 15.02 Criminal History Records Check

Landlord shall require any contractors, including any subcontractors to said contractors, that enter the Property to comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Landlord is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Landlord acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County. This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. County staff representing the County department will contact the Landlord and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Landlord shall make good faith efforts to collect the badges of its contractors and subcontractors upon conclusion of the contract and return them to the County.

The County reserves the right to suspend the rights of Landlord's contractors and their subcontractors to access the Property if the contractor does not comply with the requirements of County Code Section 2-371 - 2-377, as amended.

Section 15.03 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, Landlord 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 15.04 Entire Agreement.

This Lease and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by both parties.

Section 15.05 Notices.

Any consents, approvals and permissions by the Landlord shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

(a) If to the County at:

Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

(b) If to Landlord at:

Solid Waste Authority of Palm Beach County
Attn: Executive Director
7501 North Jog Road
West Palm Beach, FL 33412

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice to the other party. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which the notice is being given, said receipt being deemed to have occurred upon such date as the post authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 15.06 Brokers Commission.

The parties hereto represent and warrant to the other that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease, and agree to indemnify, defend, and save the other harmless from all liabilities arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstance, shall to any extent 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 15.08 Headings.

The headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

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

Section 15.10 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the Laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

Section 15.11 Time of Essence.

Time is of the essence with respect to each provision of this Lease which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

Section 15.12 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 Landlord.


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IN WITNESS WHEREOF, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

LANDLORD:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY:**

ATTEST:

By: 
Sandra J. Vassalotti
Clerk to the Authority

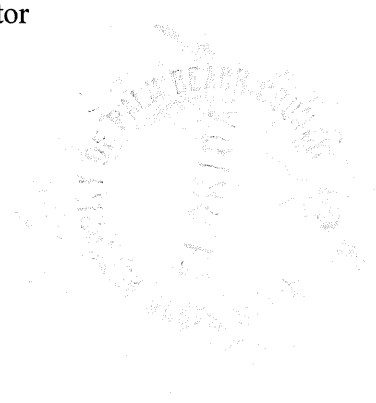
By: 
Daniel Pellowitz
Executive Director

(SEAL)

Approved as to Form and Legal Sufficiency:

Michael W. Jones
By: Jones
General Counsel to the Authority

Digitally signed by Michael W. Jones
DN: c=org, DC=pbegov,
OU=Enterprise, OU=CATT, OU=Users,
CN=Michael W. Jones,
E=MJones@pbegov.org
Reason: I am the author of this document
Date: 2022.10.28 09:26:21-0400



ATTEST:

COUNTY:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Assistant County Attorney

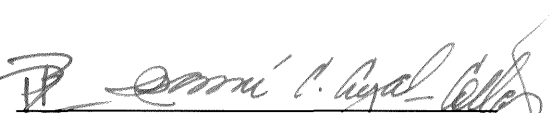
By:  _____
Department Director

EXHIBIT "A"

PREMISES

