

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 19, 2024

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 approve: an Interlocal Lease Agreement between Palm Beach County and the Solid Waste Authority of Palm Beach County (SWA) for the continued operation and maintenance of the Park Ridge Golf Course located on SWA property in Lantana for a period of 15 years, with the option to extend for two (2) additional terms of 15 years each for an annual lease payment of \$10 per year.

**Summary:** On December 7, 1999, Palm Beach County and SWA entered into an Interlocal Lease Agreement (R99-2333D) for the establishment, operation, and maintenance of Park Ridge Golf Course on the a former landfill owned by SWA. The term of the Interlocal Lease Agreement was for 25 years. The current agreement is due to expire on December 7, 2024, with no renewal options. District 6 (AH)

**Background and Justification:** Park Ridge Golf Course offers 18 holes of championship golf with extensive practice facilities including a driving range, a putting green, and chipping, pitching, and bunker practice areas. The facility was built on the former Lantana Landfill (closed in 1987) as part of a joint venture between the SWA and Palm Beach County. Topping 85 feet at its highest point, the golf course, which was opened to the public in March of 2007, has received engineering and environmental awards and has been certified by Audubon International as a cooperative sanctuary.

**Attachment:** Interlocal Lease Agreement

Recommended by:   
Department Director

10/23/2024  
Date

Approved by:   
Assistant County Administrator

10/31/24  
Date

**II. FISCAL IMPACT ANALYSIS**


**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>
External Revenues	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Program Income (County)	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
In-Kind Match (County)	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>NET FISCAL IMPACT</b>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Is Item Included in Current Budget:		Yes	<u>X</u>	No	<u>      </u>
Does this item include use of Federal Funds?		Yes	<u>      </u>	No	<u>X</u>
Does this item include use of State Funds?		Yes	<u>      </u>	No	<u>X</u>

**Budget Account No.:** Fund 1384 Department 580 Unit 5253 Object 4401

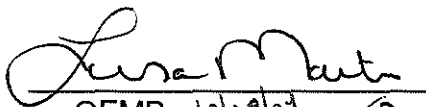
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


Park Ridge Golf Course Operating Budget: 1384-580-5253-4401

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

 10/28/2024  
OFMB 10/28/24 B 10/28/24

 10/29/24  
Contract Development and Control  
MWS. 10/29/24

**B. Legal Sufficiency:**

Anne Johnson 10.30.24  
Assistant County Attorney

**C. Other Department Review:**

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

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

PALM BEACH COUNTY  
PARK RIDGE GOLF COURSE  
INTERLOCAL  
LEASE AGREEMENT

between

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
(Lessor)

and

PALM BEACH COUNTY  
(Lessee)

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## EXHIBITS

Exhibit "A"	Updated Site Plan
Exhibit "B"	Lessee's Operations & Maintenance Plan
Exhibit "C"	Environmental Resource Permit No. EI-0049124-001 issued by the Florida Department of Environmental Protection
Exhibit "D"	South Florida Water Management District Water Use Permit 50-02242-W
Exhibit "E"	Lessor's Insurance Requirements Checklist

**INTERLOCAL LEASE AGREEMENT BETWEEN SOLID WASTE AUTHORITY OF  
PALM BEACH COUNTY AND PALM BEACH COUNTY FOR THE LEASE OF THE  
PARK RIDGE GOLF COURSE PROPERTY**

**THIS INTERLOCAL LEASE AGREEMENT (AGREEMENT)**, made and entered into this 19<sup>th</sup> day of November 2024, by and between the 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 "Lessor") and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the Palm Beach County Parks and Recreation Department (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS** the Florida Legislature created the Lessor and granted to it the responsibility for solid waste management and resource recovery in Palm Beach County, Florida including the closure and maintenance of landfills; and

**WHEREAS** Lessor is the owner of certain real property in Palm Beach County, Florida, currently known as the Park Ridge Golf Course (formerly known as the Lantana Landfill), which consists of closed landfill cells, swales, retention/detention areas, and lakes constructed for beneficial use as a public golf course (which property is defined herein in Section 1.01 and shall be referred to herein as the "Property"); and

**WHEREAS** Lessor and the Lessee entered into a certain Lease Agreement (R99-2333D) dated December 7, 1999, to establish, operate, and maintain the Park Ridge Golf Course on the Property, which lease expires December 7, 2024; and

**WHEREAS** Lessee desires to continue to lease the Property for the continued operation of the Park Ridge Golf Course; and

**WHEREAS** Lessor desires to maintain administrative control over current and future improvements occurring on the Property for environmental and public safety purposes; and

**WHEREAS** Lessor is willing to continue to lease the Property to Lessee for said purpose; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes the Lessor and Lessee to enter into interlocal agreements of this nature.

**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor demises and leases to Lessee and the Lessee rents from Lessor the Property upon the following terms and conditions:

**ARTICLE I**  
**BASIC AGREEMENT PROVISIONS**

**Section 1.01 Lease Property.**

The Property subject to this Agreement includes Parcel Control Numbers 00-42-43-27-05-034-0011 and 00-42-43-27-05-034-0211 and is depicted on the updated Site Plan attached hereto as Exhibit A (the Property) and made a part hereof. The Property consists of approximately 276 acres of land located at the northwest corner of Lantana Road and Lyons Road, Palm Beach County, Florida. The Lessee shall continue to operate and maintain the Park Ridge Golf Course and associated facilities (including but not limited to entrance roadway, parking lots, cart paths, clubhouse, restrooms, shelters, site irrigation, surface water pumps, lined irrigation pond, surface water management systems on the golf course, etc.) on the Property for public use solely at its own cost and expense. Lessor shall retain all rights to maintain its improvements on the Property, to restrict the public from designated areas of the Property, and any other area as may be necessary from time to time to perform work related to its landfill management responsibilities at its sole discretion. The Lessor is responsible for operating and maintaining the closed landfill and associated infrastructure as depicted on Exhibit A and further defined below in Section 4.03 Division of Responsibilities and Liabilities. Lessor shall exercise good faith efforts when performing landfill maintenance to minimize the impact to Lessees operation of the Park Ridge Golf Course

**Section 1.02 Length of Term and Commencement Date.**

The Initial Term of this Agreement shall commence upon the date of full execution of this Agreement (the "Commencement Date") and shall be for a period of fifteen (15) years thereafter, unless sooner terminated pursuant to the provisions of this Agreement (the "Term").

**Section 1.03 Option to Extend.**

(a) Lessee is hereby granted the option to extend the Initial Term of this Agreement for two (2) additional periods of fifteen (15) years each (the "Extended Terms").

(b) Lessee shall exercise its option(s) as to each Extended Term in the following manner. At least one (1) year prior to the expiration of the Initial Term, or the applicable Extended Term, Lessee shall notify Lessor in writing of its intent to extend the Term of this Agreement. Failure to do so will result in termination of the Agreement at the end of the existing Term. The Agreement shall be extended under the same terms and conditions specified herein, unless modifications are requested by either party. Any and all modifications shall be agreed upon by both the Lessor and the Lessee before any extension. Any and all modifications will be incorporated into the Extended Term as an Amendment to the Agreement, subject to approval by the respective Boards.

**ARTICLE II  
RENT**

**Section 2.01 Annual Rent.**

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

**Section 2.02 Assessments.**

Lessee shall pay, before delinquency, all assessments which may be levied by any governmental authority against the Property or the Improvements constructed on the Property during the Term of this Agreement, to the extent that Lessee is not exempt by law from said assessment.

**ARTICLE III  
OPERATION AND MAINTENANCE**

**Section 3.01 Acceptance of Property.**

Lessor and Lessee both certify that each has inspected the Property and accepts same "As Is", in its existing condition, as of the Commencement Date of this Agreement. As of the Commencement Date, no repair work, alterations, or remodeling of the Property is required to be done by Lessor or the Lessee as a condition of this Agreement.

**Section 3.02 Operation and Maintenance of Golf Course.**

Lessee agrees at its own cost and expense to perform all operation and maintenance for the lawful use of the Park Ridge Golf Course and associated facilities on the Property as specified in this Agreement. Any improvements, additions, deletions, modifications, or alterations to the golf course or associated facilities shall be done in accordance with Section 3.03 of this Agreement and solely and completely at Lessee's cost and expense and Lessor shall have no responsibility or liability for any costs or expense in regard to the use, operation, maintenance, replacement, modification, improvement, or expansion of the golf course after the Commencement Date, except as may be otherwise specifically set out in this Agreement.

The Property is subject to permit restrictions and regulatory standards issued by federal, state and local regulatory agencies for discharges to the air, surface water, and groundwater. The Lessee has developed an Operations and Maintenance Plan (Plan) for the Park Ridge Golf Course and associated facilities, included as Exhibit B, to prevent damage to the environmental control systems on the Property and to protect the environment. This Plan addresses the use of chemical fertilizers, herbicides and pesticides, potential discharges of chemicals into the surface water and groundwater, excavation, irrigation schedules, pollution prevention, compliance with the existing environmental permits, process for the approval of alterations, and general maintenance activities. Any changes to the Plan shall be subject to review and prior approval by the Lessor and/or regulatory agencies.



**Section 3.03 Approval of Alterations.**

Subject to the restrictions of the next paragraph, Lessee shall not make any improvements, additions, deletions, modifications, or alterations to the Property or infrastructure (hereinafter collectively referred to as "Alterations") costing over \$50,000 without the prior written approval of Lessor in each instance. Lessee shall submit detailed plans and specifications for all such Alterations to Lessor for Lessor's written approval prior to Lessee's commencing work on same. Lessee acknowledges and agrees that all Alterations, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Lessee; and not for the benefit of Lessor, such Alterations being nevertheless subject to each and every provision of this Agreement. All Work done by Lessee in connection with any Alterations, repairs and maintenance shall be done in a good and workmanlike manner and shall be diligently executed to completion strictly in accordance with the plans and specifications, therefor.

Lessee specifically acknowledges that no excavation or changes to the surface water management system as defined in the Environmental Resource Permit (ERP) EI 50-0049124-001 (included as Exhibit C) issued by the Florida Department of Environmental Protection (FDEP) of any kind, and of any monetary amount, shall be done under any circumstances (except for life threatening emergency) without first obtaining written approval from the Lessor.

In the event an Alteration made by the Lessee, without prior written approval of the Lessor, requires future remedial work, Lessee shall upon notice from Lessor make all repairs at its own expense. In the event that Lessee fails to timely make modifications or changes to the Alteration, Lessor shall have the right to make such modifications or changes at Lessee's sole cost and expense as Lessor in its sole discretion determines is necessary to meet such compliance.

**Section 3.04 Lessor's Consent.**

With the exception of any and all environmental permitting, Lessor shall authorize Lessee to act as Lessor's agent to obtain permits required for any construction project and/or Alterations approved by Lessor.

**Section 3.05 Construction Liens.**

Lessee shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, for any construction project and/or Alterations to the Property, and shall where required, obtain a Public Performance Bond in accordance with Florida Statutes 255.05 prior to commencing any such Alterations.

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

**ARTICLE IV  
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LESSEE**

**Section 4.01 Lessee's Use of Property, Maintenance, and Hours of Operation.**

Lessee shall use the Property solely and exclusively for a public golf course to benefit the people of Palm Beach County, Florida. Lessee shall be in full control of the operation and maintenance of the golf course and associated facilities and shall set and establish the times of operation, and the rules and regulations for the use of the golf course. However, Lessee shall ensure that the golf course and access to the Property are locked and secured outside of normal operation hours and shall ensure that access to the Lessor's secured areas (as shown on Exhibit A) remain locked and secured at all times except during actual access and use by Lessee's employees or agents. If the Lessee observes any breach or damage to the locked and secured areas of both Lessee and Lessor, Lessee shall promptly repair and notify the Lessor immediately. Lessor shall have no control or responsibility with regard to the use of the Property, except as is otherwise set out in this Agreement.

Lessor shall have the right to require such modification or change to Lessee's use of the golf course or its rules or regulations as Lessor in its reasonable discretion determines is necessary to comply with any current or future local, state, or federal rule, regulation, permit, or deed covenant.

**Section 4.02 Lessor's Continuing Use, Maintenance, Improvement of Property.**

The parties acknowledge and agree that the Property as described in Exhibit A includes lands and areas in addition to the Park Ridge Golf Course and associated facilities, and those portions of the Property defined as Lessor Managed Areas are reserved to the Lessor for its exclusive use or are subject easements or rights of use by other parties. Notwithstanding the foregoing, Lessor acknowledges and agrees that Lessee utilizes the lake located on the Property for stormwater management and irrigation for the Property. Lessor acknowledges that Lessee intends to develop the area adjacent to the leased property as District Park I and will include the lake as part of this planned future development, subject to the indemnification provisions set forth herein. The Property consists of a closed landfill which has been closed by Lessor in accordance with governing Florida and Federal statutes and regulations and will continue to be governed by these statutes and regulations in the future, including but not limited to the jurisdiction of FDEP.

The Lessor shall have the ongoing responsibility and liability for the overall maintenance of the closed landfill outside of the Park Ridge Golf Course area and shall operate and maintain the closed landfill areas including but not limited to the industrial supply well (ISW) system used to supply irrigation water to the golf course, the groundwater monitoring network and the landfill surface water management systems (perimeter swales, detention/retention areas, downcomer outlets, culverts, discharge structure to L-14, etc.) outside of the golf course area, East Lake, West Lake, and in accordance with any applicable deed covenant, and local, state and federal requirements as they exist now or may exist in the future.

**Section 4.03 Division of Responsibilities and Liabilities.**

Without limiting the broad assignment of responsibilities and liabilities set out in Sections 3.01, 3.02, 4.01, and 4.02 of this Agreement, the parties agree to the following division of responsibilities and liabilities:

Lessee shall be responsible for the following:

1. Utilities to operate the Park Ridge Golf Course and associated facilities (metered separately from Lessor facilities.)
2. Property access and security for both Lessor and Lessee areas, police, and emergency services.
3. All janitorial and building services.
4. Maintenance and repair of the golf course and all related facilities, buildings, grounds, landscaping, utilities, roadways, parking lots, cart paths, signage, surface water management systems within the golf course area, and other amenities associated with the Park Ridge Golf Course as set out on Exhibit A.
5. Operate, maintain, repair, and replace irrigation control box, East and West Lake pumps and flow meters, lined irrigation pond, and other amenities associated with the golf course irrigation system.
6. Operating the golf course irrigation system in accordance with requirements of the South Florida Water Management District (SFWMD) Water Use Permit 50-02242-W (included as Exhibit D), including, but not limited to the following conditions:
  - a) The monthly irrigation water allocation shall be withdrawn in approximately equal volumes from both the on-site lakes (East and West Lake combined) and groundwater.
  - b) Groundwater shall not be less than 52% of the average monthly water use in the dry season (November through May) and not less than 38% of the average monthly water use in the wet season (June through October).
  - c) The maximum monthly water allocation is 21.95 million gallons (MG).
  - d) The total annual water allocation is 151.62 MG.
  - e) Lessee shall not pump from the on-site lakes (East and West Lake) when the elevation is lower than 14.0 NGVD. Intakes for surface water pumps shall remain set at the 14.0 feet elevation.
7. Complying with the SFWMD Water Use Permit irrigation schedule, as well as any restrictions during a declared water shortage by

SFWMD, as outlined in Exhibit D.

8. Promptly providing the Lessor with monthly surface water allocation withdrawal data from the East and West Lakes.
9. Performing flow meter calibrations every five (5) years, at a minimum, in accordance with Exhibit D for the East and West Lake surface water pumps and providing the Lessor with calibration records for each of the flow meters.
10. Maintaining the Lessee's golf course area free from exotic plants, as required by the ERP.
11. Providing Lessor with unrestricted access at all times to perform required functions associated with the closed landfill or Lessor facilities or functions.
12. In accordance with Section 710.3 of the Lessor's Indenture of Trust dated December 1, 1984, as amended, the Lessor's Consulting Engineer shall conduct bi-annual inspections of the Property at no cost to the Lessee. Any deficiencies identified within the Park Ridge golf course areas or related facilities and any recommendations provided by the Lessor's Consulting Engineer to cure the same shall be promptly addressed and remedied by the Lessee at its own cost and expense.

Lessor shall be responsible for the following:

1. Utilities to operate the ISW system that supplies groundwater to the golf course irrigation system, or any other systems required to comply with applicable permits associated with the closed landfill.
2. Maintenance of the remaining landfill areas, slopes, perimeter landscape buffer, retention/detention basins, East and West Lakes, landfill access roads, and associated surface water management areas outside of the Lessee's golf course area as defined in Exhibit A. Retention/detention areas and slopes of the landfill shall be mowed on an annual basis in the dry season.
3. Operation and maintenance of the underground ISW system pipeline and associated Air Release Valves (ARVs) that terminates at the lined irrigation pond.
4. Operation and maintenance of all groundwater and surface water monitoring systems for the Property.
5. Maintaining the Lessor managed landfill areas shown in Exhibit A free from exotic plants, as required by the ERP.
6. Performing any and all other functions required by local, state, and federal regulations applicable to the closed landfill facilities.

The specific areas as designated on Exhibit A as "Lessor Managed Landfill Areas" shall be accessible to and used exclusively by Lessor, and Lessee shall use its good faith efforts to prevent any unauthorized persons from entering, accessing, disturbing, or damaging any such Lessor exclusive areas, and shall notify Lessor immediately if any of the above occur.

The Lessor shall have the right to enter upon and access the Property at any time Lessor in its sole discretion deems necessary for the purpose of fulfilling any of Lessor's responsibilities and liabilities under this Agreement, but Lessor hereby agrees that it will use its good faith efforts not to interfere with Lessee's use, operation, and maintenance of the Property except as is reasonably necessary.

**Section 4.04 Waste or Nuisance.**

Except as set forth in the Plan submitted to the Lessor in accordance with Section 3.02, Lessee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property, or which may affect Lessor's fee interest in the Property. Lessee 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 Lessee's operations, on the Property, in any manner not permitted by law. All refuse is to be removed from the Property at Lessee's sole cost and expense and Lessee will keep such refuse in proper fireproof containers on the Property until removed. Lessee will keep access to the golf course, the parking areas, and other contiguous areas to the Property free and clear of obstruction. Lessee, at its sole cost and expense, will keep the golf course free of rodents, vermin, and other pests.

**Section 4.05 Governmental Regulations.**

Except as set forth in Section 4.03 of this Agreement, Lessee shall, at Lessee'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 Lessee or its use of the Property, Lessee shall, to the extent permitted by law, indemnify, defend and save Lessor harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Lessee's failure to perform its obligations in this Section.

**Section 4.06 Surrender of Property.**

Upon termination or expiration of this Agreement, Lessee, at its sole cost and expense, shall surrender the Property to the Lessor in the similar condition the Property was in as of the Commencement Date of this Agreement, reasonable wear and tear excepted.

**ARTICLE V  
INSURANCE AND INDEMNITY**

**Section 5.01 Insurance.**

The Lessee shall, at its sole expense, obtain and maintain insurance reflecting the minimum amounts and conditions specified in the Lessor's Insurance Requirements Checklist included as Exhibit E of this Agreement. If the Lessee is a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding Lessee's insurance coverage, policies or capabilities may be grounds for termination of the Agreement. Certificate(s) of Insurance are required indicating that coverage is in full force and effect and include the following language: "Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." Notice shall not be less than (30) days for any cancellation, non-renewal, or material change to the insurance coverages and not less than ten (10) days for non-payment of premium. The requirements contained herein, as well as Lessor's review or acceptance of insurance maintained by Lessee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Agreement. In the event that sub-contractors used by the Lessee do not have insurance, or do not meet the insurance limits, Lessee shall indemnify and hold harmless the Lessor for any claim in excess of the sub-contractor's insurance coverage, to the extent that insurance meeting the limits would have afforded coverage to the Lessor, as indicated in Exhibit E.

**Section 5.02 Indemnification.**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, Lessor shall indemnify, defend and hold harmless Lessee against any actions, claims or damages arising out of Lessor's negligence in connection with this Agreement, and Lessee shall indemnify, defend and hold harmless Lessor against any actions, claims, or damages arising out of Lessee's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**ARTICLE VI  
DESTRUCTION OF LESSEE'S ALTERATIONS**

In the event any of the Improvements are destroyed, damaged, or injured by fire or other casualty during the Term of this Agreement, or any extension thereof, in an effort to mitigate further damage or destruction, Lessee shall promptly notify Lessor of same. Lessor 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, Lessee shall have the right, to be exercised in its sole discretion, to terminate this Agreement. In the event Lessee elects to terminate this Agreement, Lessee shall first place the golf course in a safe and sightly condition in compliance with all

Building, Fire and other applicable codes and shall at the request of the Lessor remove any golf course improvements which are materially damaged.

## **ARTICLE VII UTILITIES AND SERVICES**

Lessee shall make arrangements for the supply to the golf course of any and all utilities and services required by Lessee by contracting directly with the utility or other companies furnishing such utilities and services to the Property. Lessee 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 by Lessee on the Property. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Property unless Lessor is the supplier of such utility.

## **ARTICLE VIII ASSIGNMENT AND SUBLETTING**

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

## **ARTICLE IX DEFAULT OF LESSEE**

### **Section 9.01 Events of Default.**

The occurrence of any one or more of the following shall constitute an Event of Default by Corporation under this Agreement: (i) Lessee shall fail to perform or observe any of the agreements, covenants or conditions contained in the Agreement on Lessee's part to be performed or observed and such failure shall continue for more than thirty (30) days after notice from Lessor; (ii) Lessee shall vacate or abandon the golf course; or (iii) Lessee's leasehold estate shall be taken by execution, attachment or process of law. If any Event Default occurs, then at any time thereafter while in the event of Default continues, Lessor shall have the right to give Lessee notice that Lessor intends to terminate this Agreement upon a specified date not less than three (3) days after the date of notice is received by Lessee, and this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the three (3) day period and the Lessor is so notified, this Agreement will continue.

**Section 9.02 Waiver, Accord, and Satisfaction.**

The waiver by Lessor of any default of any term, condition, and 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 Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to approval of any subsequent similarly act by Lessee.

**ARTICLE X  
ANNUAL BUDGETARY FUNDING/TERMINATION**

This Agreement and all obligations of Lessee hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Board of County Commissioners of Palm Beach County. A failure of the Board of County Commissioners to provide funding to operate and maintain the golf course under this Agreement shall be grounds for either party to terminate this Agreement upon ninety (90) days' notice in writing to the other party.

**ARTICLE XI  
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms and conditions on Lessee's part to observed and performed, Lessee shall peaceably and quietly hold and enjoy possession of the golf course for the Term, and any extensions thereof, hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this Agreement.

**ARTICLE XII  
MISCELLANEOUS**

**Section 12.01 Entire Agreement.**

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

**Section 12.02 Notices.**

Any consents, approvals and permissions by the Lessor 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:

1. If to the Lessee at:

Palm Beach County Parks and Recreation Department  
Attention: Director



2700 Sixth Avenue South  
Lake Worth, FL 33461

with a copy to:

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

and

Palm Beach County  
Attention: County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

2. If to the Lessor at:  
Solid Waste Authority of Palm Beach County  
Attention: Executive Director  
7501 N. Jog Road  
West Palm Beach, FL 33412

with a copy to:

Solid Waste Authority of Palm Beach County  
Attention: General Counsel  
7501 N. 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.

Lessee shall provide a written notice to the Lessor within ten (10) days of change in Park Ridge Golf Course Manager. Lessee's new management staff shall promptly meet with Lessor's Department of Environmental Programs staff to discuss the SFWMD Water Use Permit's Limiting Conditions as they relate to water use compliance and golf course irrigation.

All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt, or upon verification of facsimile transmission to, and receipt by, the other party.

**Section 12.03 Severability.**

If any term of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 12.04 Captions.**

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

**Section 12.05 Recording.**

Lessee shall not record this Agreement, or any memorandum or short form thereof without the written consent and joinder of Lessor, but it shall be filed with the county clerk as required by F.S. 163.01.

**Section 12.06 Governing Law.**

The Agreement 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 12.07 Time of Essence.**

Time is of the essence with respect to each provision of this Agreement 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 on the next business day.

**Section 12.08 The Patrick Carroll Golf Invitational.**

One Saturday morning per year, during the months of October, November, or December, Lessee shall provide the Lessor with no-fee access to the Park Ridge Golf Course for the Lessor's Annual Employee Benefit Scramble – Best Ball Golf Tournament and luncheon. Lessor will contact Lessee a minimum of sixty (60) days prior to the annual event to coordinate.

**Section 12.09 Benefit and Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the heir, successors, legal representatives and assigns of the parties hereto.

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

<p><b>ATTEST:</b></p> <p>Joseph Abruzzo, Clerk of the Circuit Court and Comptroller Palm Beach County</p> <p>By: _____ Deputy Clerk</p>	<p><b>Palm Beach County, Florida, By Its Board of County Commissioners</b></p> <p>By: _____ Mayor</p>
<p><b>Approved as to Form and Legal Sufficiency</b></p> <p>By: <u>Anne Helfant</u> Anne Helfant, Senior Assistant County Attorney</p>	<p><b>Approved as to Terms &amp; Conditions</b></p> <p>By: <u>Jennifer Cirillo</u> Jennifer Cirillo, Director Parks &amp; Recreation Department</p>

**ATTEST:**

By: [Signature]  
By: [Signature]

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

By: Daniel Pellowitz  
Print or Type Name  
Executive Director  
Title  
[Signature]  
Signature

**APPROVED AS TO FORM AND LEGALSUFFICIENCY**

Michael W. Jones  
By: Jones  
SWA General Counsel

Digitally signed by Michael W. Jones  
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=CAAT, OU=Users, CN=Michael W. Jones, E=mjones@pbc.gov  
Reason: I am the author of this document  
Location:  
Date: 2024.09.04 09:03:14-0400'  
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