

R2011-1041

**SECOND AMENDMENT TO
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF LAKE WORTH**

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT is made and entered into on this _____ day of JUL 19 2011, 2011, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, on September 11, 2007, the City and County approved a Lease Agreement (the "Lease") (R2007-1539) authorizing the County to manage approximately 100 acres of property known as the Snook Islands Natural Area ("SINA"), which is referred to in the Lease as the City tract; and

WHEREAS, the City and County approved an Amendment to the Lease Agreement on April 7, 2009 (R2009-0570) to extend the term of the Lease for a period of 99 years to September 11, 2106; and

WHEREAS, the City owns an approximately 0.3 acre pie-shaped tract of land southwest of the City tract that connects SINA to Lucerne Avenue; and

WHEREAS, the 0.3 acre pie-shaped tract of land is critical to the viability of SINA since it allows for vehicular access to the public access and use features, which will facilitate the drop off of kayaks, canoes and fishing gear; and

WHEREAS, the 0.3 acre pie-shaped tract of land will provide for a connection to the waterfront and will provide the County with barge and truck access for constructing environmental restoration projects within several miles of this site; and

WHEREAS, the parties agree that the use of the 0.3 acre pie-shaped tract for occasional barge and truck access will not unduly affect the public's access to SINA; and

WHEREAS, the City owns a 7.5 acre tract of land south of SINA and east of Bryant Park ("the Bryant Park Wetland Restoration Site") that consists of a dredged hole with a thick muck layer in similar condition to the original SINA prior to the restoration effort; and

WHEREAS, the City continues to be an ongoing supporter of environmental restoration projects that create wetland habitats and improve the water quality of the Lagoon; and

WHEREAS, the 7.5 acre wetland restoration project east of Bryant Park is an "A" priority project identified in the Lake Worth Lagoon Management Plan endorsed and approved by the County and municipalities that border the Lake Worth Lagoon, including the City of Lake Worth; and

WHEREAS, similar to SINA, both the County and the City deem that it is in the best interest of the residents and citizens of Palm Beach County and the City of Lake Worth for the County to maintain and manage the 0.3 acre pie-shaped tract and the Bryant Park Wetland Restoration Site as natural areas and to preserve these properties and their associated biological communities in their natural states for future generations as examples of intact native Florida ecosystems; and

WHEREAS, the City wishes to lease the 0.3 acre pie-shaped tract and the Bryant Park Wetland Restoration Site to the County to be managed as part of SINA and the County wishes to lease these properties from the City to assist in the construction of the public access and use features and to manage the sites as part of SINA; and

WHEREAS, the parties understand and agree that a referendum of the voters of the City of Lake Worth will be necessary to extend the lease term for the 0.3 acre pie-shaped tract and the Bryant Park Wetland Restoration Site portions of the City tract to a term of 99 years.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease. Any reference to "Lease" contained herein shall include all amendments thereto.

2. **Exhibit "A"** to the Lease, as amended, shall be replaced with the **Exhibit "A"** attached hereto.

3. Section 3 of the Lease is deleted in its entirety and replaced with the following:

The City tract consists of approximately 100 acres of land located within the boundaries of the original SINA, an approximately 0.3 acre pie-shaped tract of land abutting the 100 acre tract originally comprising SINA to the southwest, and a 7.5 acre tract of land south of original SINA and east of Bryant Park known as the Bryant Park Wetland Restoration Site. Such property is more particularly described and depicted in **Exhibit "A"** and is referred to herein as the "City tract".

4. Section 4 of the Lease is deleted in its entirety and replaced with the following:

The County and City hereby agree to cooperate in the construction of public access and use features such as kiosk(s), a boardwalk, a fishing pier, a floating dock, signage, a seawall, a kayak launch, a shade shelter, benches, bike racks, and a roadway with sidewalks (off of Lucerne Avenue) and in the demolition of the western portion of the existing Lake Worth bridge. Before any of the public access and use features can be built, the western portion of the existing Lake Worth Bridge must be demolished. On June 17, 2008, the City and the County entered into an Interlocal Agreement wherein the County agreed to pay \$225,000 towards the demolition of the western portion of the existing Lake Worth Bridge in exchange for twenty parking spaces on Golf Course Road. In the event that demolition of the western portion of the existing Lake Worth Bridge exceeds the cost of \$225,000, the County shall be responsible for the costs and shall demolish the western portion of the existing Lake Worth Bridge subject to the availability of funds.

5. Section 6 of the Lease is deleted in its entirety and replaced with the following:

The term of this Lease Agreement shall commence September 11, 2007 ("the Effective Date").

Pursuant to a referendum of the voters of the City of Lake Worth and the April 7, 2009 Amendment to the Lease, the term of the County's lease of that portion of the City tract referred to as approximately 100 acres of land located within the boundaries of the SINA shall be for a period of 99 years and shall expire at midnight on September 10, 2106.

The County's lease of those portions of the City tract referred to as approximately 0.3 acre pie-shaped tract of land abutting the original SINA to the southwest and the Bryant Park Restoration Site shall be for a period of nineteen years, eleven

months, and thirty days. In accordance with the City's Charter, the City shall place a referendum before registered voters within three years of execution of this Second Amendment to the Lease to provide for a full 99-year lease term. The parties understand that the County wishes to manage the City tract according to the terms of this Lease Agreement for a period of 99 years, and the City, therefore, agrees to use its best efforts to call for a referendum that will extend the term of the Lease over the entire City tract for a full 99-year lease term.

6. Section 15 of the Lease is deleted in its entirety and replaced with the following:

To the extent that funding is available, the County will construct public access and use features such as a fishing pier, boardwalk, educational kiosk(s), a floating dock, signage, a seawall, a kayak launch, a shade shelter, benches, bike racks, and a roadway with sidewalks and curbs off of Lucerne Avenue. The County will repair and replace the following public access and use features: the fishing pier, boardwalk, kiosks, floating dock, signage, kayak launch, and shade shelter, if they are constructed. The County shall manage the City tract for habitat preservation and passive recreation, keeping the property in its natural state except for the maintenance of public access and use features and other facilities as agreed upon by both parties as appropriate for a nature preserve. Management shall include, but shall not be limited to, removal of exotic non-native invasive vegetation below the Mean High Water Line, planting of native vegetation, preservation of wetland areas, periodic removal of trash and debris during coastal cleanup events, and other maintenance and preservation activities deemed necessary by the County. The County will provide all necessary personnel, professional services, equipment, materials and supplies for ongoing, site-specific management of the City tract.

7. Section 20 of the Lease is deleted in its entirety and replaced with the following:

The City shall provide regular trash and litter pickup and minor maintenance along the City tract shoreline above the Mean High Water Line, including but not limited to, tree and vegetation trimming, mowing and edging. The City's minor maintenance responsibilities are limited to removal of exotic vegetation along the western boundary of the City tract above the Mean High Water Line and periodic herbicide treatment and mowing of that area. In addition, the City shall be responsible for landscaping the area surrounding the upland public use facilities with trees, plants and/or sod, shall install irrigation where necessary for the survivability of such landscaping, and shall perform periodic upkeep of the landscaped area including such activities as mowing and pruning.

8. Section 24 of the Lease is deleted in its entirety and replaced with the following:

The City shall assist the County in **obtaining any permits that are necessary to demolish** the western portion of the existing Lake Worth Bridge, from its easternmost edge to the point where it meets land on the City tract shoreline, so that the County may construct the agreed to public access and use feature(s) at that location. The City agrees that the County will continue to manage the City tract as a natural area pursuant to this Lease Agreement regardless of whether the western portion of the existing Lake Worth Bridge is demolished and public access and use features are built.

9. Section 26 of the Lease is deleted in its entirety and replaced with the following:

Once constructed, the City shall be responsible for maintaining the following public-access and -use features on the City tract: the sea wall, roadway and sidewalks off of Lucerne Avenue, the vehicle drop-off area, bike racks, benches, boardwalk, kayak launch, fishing pier and floating docks. Maintenance responsibilities shall include periodic litter pickup, pressure cleaning, and other necessary maintenance tasks to ensure that the facilities are clean and safe for public use.

10. Section 27 of the Lease is deleted in its entirety and replaced with the following:

A final plan for the public access and use features to be constructed or provided on the City tract is depicted in **Exhibit "B"**. The County shall design and construct the public access and use features including at its sole cost and expense in accordance with the requirements of this Lease Agreement.

11. Section 29 of the Lease is deleted in its entirety and replaced with the following:

The following public access and use features depicted on **Exhibit "B"** shall be provided by the County:

1. Two informational kiosks;
2. One 545' long by 6' wide boardwalk with a 16' by 16' shelter with roof;
3. One 592' long by 8' wide fishing pier with an "L" end;
4. One floating dock 170' long by 15' wide with four finger pier and a ramp to accommodate 8 boats;
5. One approximate 200' long seawall faced with limestone boulders;
6. One kayak launch and ramp to accommodate up to 3' wide kayaks and canoes;
7. One Curb cut off of Lucerne Avenue, including resurfacing of the roadway and pavement into the facility;
8. One approximate 30' by 40' drop off area for kayak users and fishermen including fencing; and
9. Two benches, two to three bike racks, and one double swing gate.

Construction of the above-cited public access and use facilities is subject to the availability of funds.

12. The following is added to the Lease as a new Section 49:

The City agrees to allow the County to use the public access and use features for barge and truck access related to environmental restoration projects. During the use of the public access and use features for barge access, the County may restrict public access to the public access and use features on the City tract as necessary to protect the public. Any contractors or agents of the County that operate a barge or other machinery on the City tract shall maintain at least \$1 million of general liability insurance to cover any damages that may occur as a result of utilizing the City tract, shall include the city as an additional insured on such insurance and shall be responsible to repair any damage that results from use of the City tract.

13. The following is added to the Lease as a new Section 50:

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor

- 14. All other terms and conditions of the Lease shall remain the same except as specifically modified by the Amendment and Second Amendment, and the parties hereby ratify, confirm and adopt the Lease, as amended.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

R2011-1041

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Palm Beach County

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: [Signature]
Deputy Clerk

BY: [Signature]
Commissioner Karen T. Marcus, Chair

DATE: JUL 19 2011

DATE: JUL 19 2011

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: [Signature]
Assistant County Attorney

BY: [Signature]
Richard E. Walesky, Director
Dept. of Environ. Resources Mgmt.

DATE: 7/1/11

DATE: 6/14/11

ATTEST:

CITY OF LAKE WORTH, FLORIDA,
BY ITS COMMISSION

BY: [Signature]
Pamela J. Lopez, City Clerk

BY: [Signature]
René A. Varela, Mayor
Suzanne Mulvehill, Vice Mayor

DATE: 5-17-11

DATE: 5-17-11

(SEAL)

REVIEWED AND APPROVED
FOR EXECUTION:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: [Signature]
Susan A. Stanton, City Manager

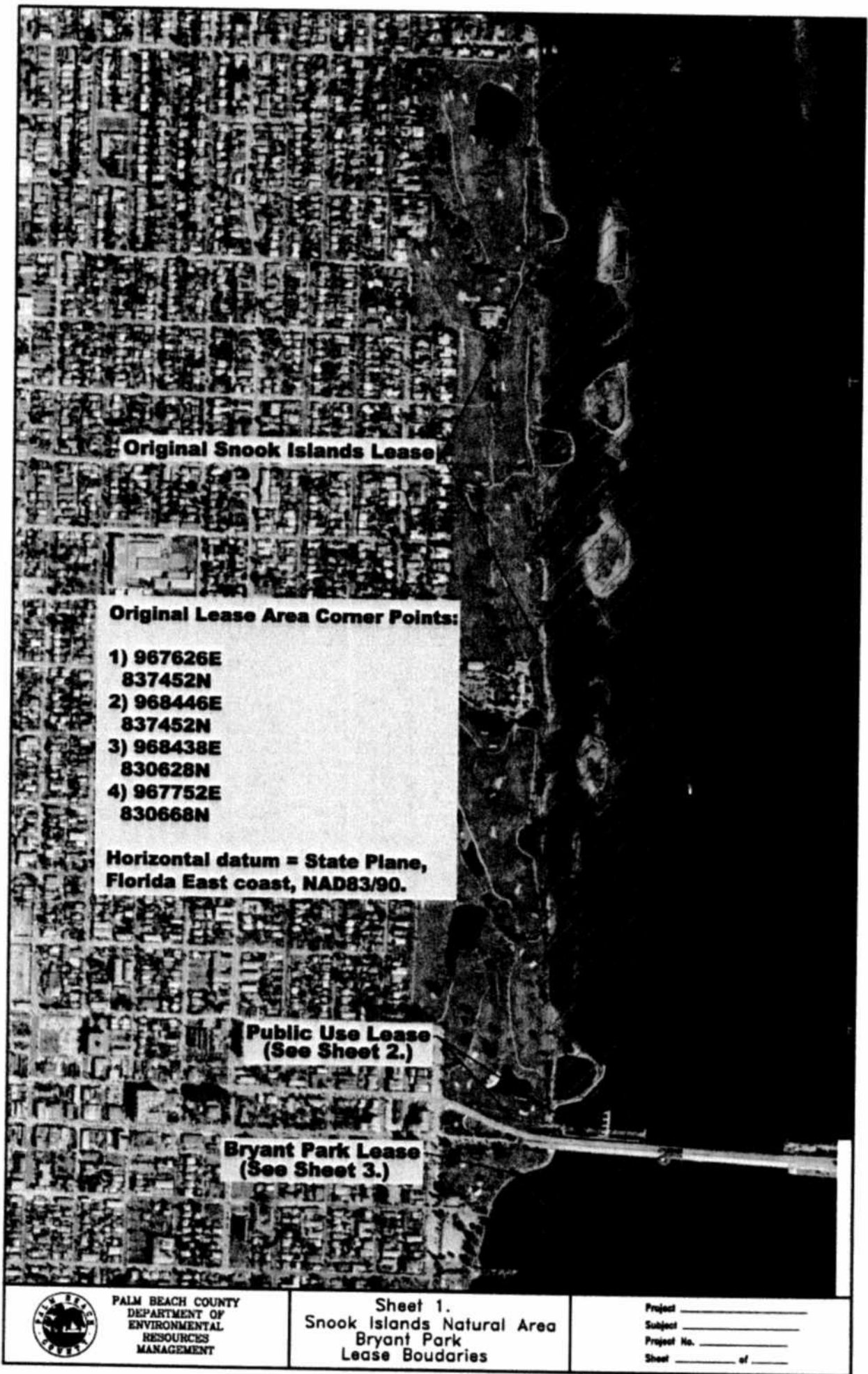
BY: [Signature]
Elaine A. Humphreys, City Attorney

DATE: 3-21-2011

DATE: 3-21-2011

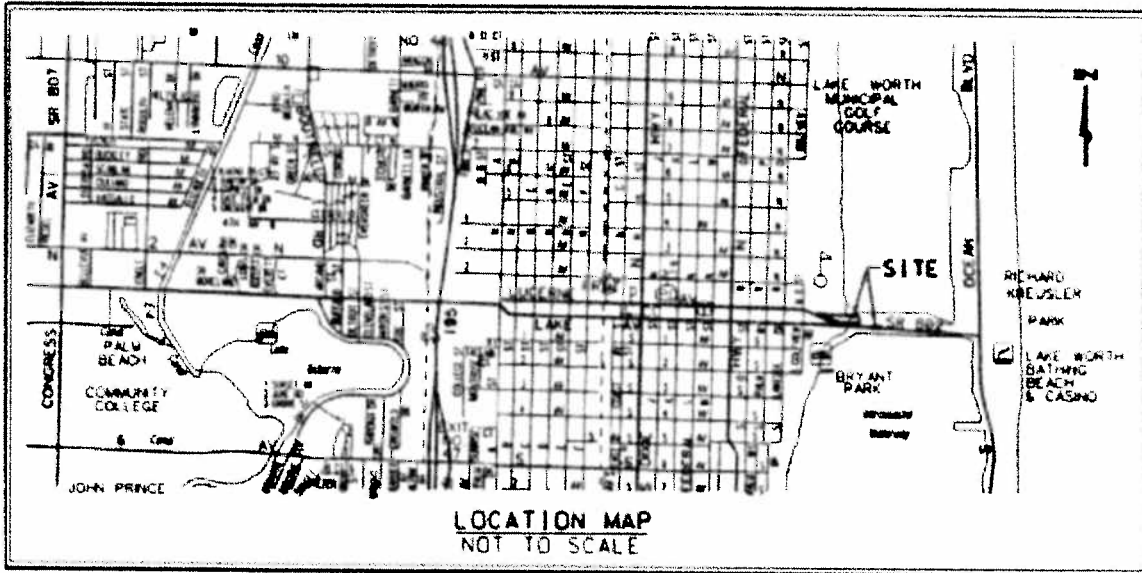
Attachment A.

Snook Islands/Bryant Park Lease Boundaries



Sheet 1.

EXHIBIT "A"



LEGAL DESCRIPTION PARCEL 101 A

THAT PART OF OLD STATE ROAD 802 RIGHT OF WAY AND THE ABANDONED OLD BRIDGE STRUCTURE IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, WHICH LIES NORTHERLY OF AND ADJACENT TO THE FOLLOWING DESCRIBED PORTION OF THE NEW RIGHT OF WAY LINE FOR STATE ROAD 802, AS RECORDED IN OFFICIAL RECORD BOOK 2571, PAGE 2, PUBLIC RECORDS PALM BEACH COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF LAKESIDE DRIVE WITH THE BASELINE OF SURVEY FOR LAKE AVENUE AS SHOWN ON THE RIGHT OF WAY MAP FOR SECTION 93180-2504 STATE ROAD 802; THENCE S88°12'14"E ALONG SAID BASELINE OF SURVEY A DISTANCE OF 340.04 FEET; THENCE N01°48'07"E A DISTANCE OF 299.83 FEET; THENCE S88°11'53"E A DISTANCE OF 60.00 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF GOLF VIEW DRIVE AND THE BEGINNING OF SAID NEW RIGHT OF WAY LINE (THE NEXT NINE COURSES RUN ALONG THE NORTH RIGHT OF WAY LINE OF SAID NEW RIGHT OF WAY LINE); THENCE S01°48'07"W A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 75°54'06"; AN ARC DISTANCE OF 33.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE HAVING A RADIUS OF 1308.24 FEET THROUGH A CENTRAL ANGLE OF 03°33'28" AN ARC DISTANCE OF 81.23 FEET; THENCE S63°17'33"E A

2010012-05 3 1	PROJECT: SNOOK ISLAND PUBLIC USE FACILITY LOCATED ON SR 802	SHEET NO. 100 DATE: 11/28/05 FILE: 2010012-05	REVISIONS: NO. DATE BY	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME: 5-1-10-3072-DCN		DRAWING NO.: 5-1-10-3072	

DISTANCE OF 113.05 FEET; THENCE N26°42'27"E A DISTANCE OF 12.00 FEET;
THENCE S63°17'33"E A DISTANCE OF 12.00 FEET; THENCE S26°42'27"W A
DISTANCE OF 12.00 FEET; THENCE S63°17'33"E A DISTANCE OF 74.49 FEET;
THENCE S67°36'53"E A DISTANCE OF 24.72 FEET TO POINT OF BEGINNING 1;
THENCE S67°36'53"E CONTINUING ALONG SAID "NEW RIGHT OF WAY LINE" A
DISTANCE OF 182.30 FEET; THENCE S87°23'44"E CONTINUING ALONG SAID
"NEW RIGHT OF WAY LINE" A DISTANCE OF 152.88 FEET TO REFERENCE POINT
"A"; THENCE N01°37'21"W DEPARTING SAID "NEW RIGHT OF WAY LINE" ALONG
THE WEST LINE OF LEASE AREA ACCORDING TO PALM BEACH COUNTY RESOLUTION
2007-1539 A DISTANCE OF 53.72 FEET; THENCE N86°13'17"W A DISTANCE OF
110.85 FEET; THENCE N85°47'49"W A DISTANCE OF 209.72 FEET TO THE
POINT OF BEGINNING 1.

TOGETHER WITH

COMMENCE AT SAID REFERENCE POINT "A" THENCE S 87°23'44"E ALONG SAID
"NEW RIGHT OF WAY LINE" A DISTANCE OF 93.11 FEET; THENCE S03°59'34"W
CONTINUING ALONG SAID "NEW RIGHT OF WAY LINE" A DISTANCE OF 14.19 FEET
TO THE POINT OF BEGINNING 2 AND THE SOUTH LINE OF SAID LEASE PARCEL;
THENCE S03°59'34"W A DISTANCE OF 10.81 FEET ALONG SAID "NEW RIGHT OF
WAY LINE" TO THE NORTH LINE OF SAID "NEW RIGHT OF WAY LINE"; THENCE
S86°00'26"E ALONG SAID "NEW RIGHT OF WAY LINE" A DISTANCE OF 595.87
FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LEASE PARCEL;
THENCE N00°30'32"E ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF
13.06 FEET TO THE SOUTH LINE OF SAID LEASE PARCEL; THENCE N86°13'17"W
ALONG SAID SOUTH LINE OF LEASE PARCEL A DISTANCE OF 595.08 FEET TO THE
POINT OF BEGINNING 2.

PARCELS CONTAIN 21,014 SQUARE FEET OR 0.4824 ACRES MORE OR LESS.

ALL BEARINGS ARE BASED ON AN ASSUMED BEARING OF S88°12'14"E ALONG
THE CENTERLINE OF (LAKE AVENUE) STATE ROAD 802.

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

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

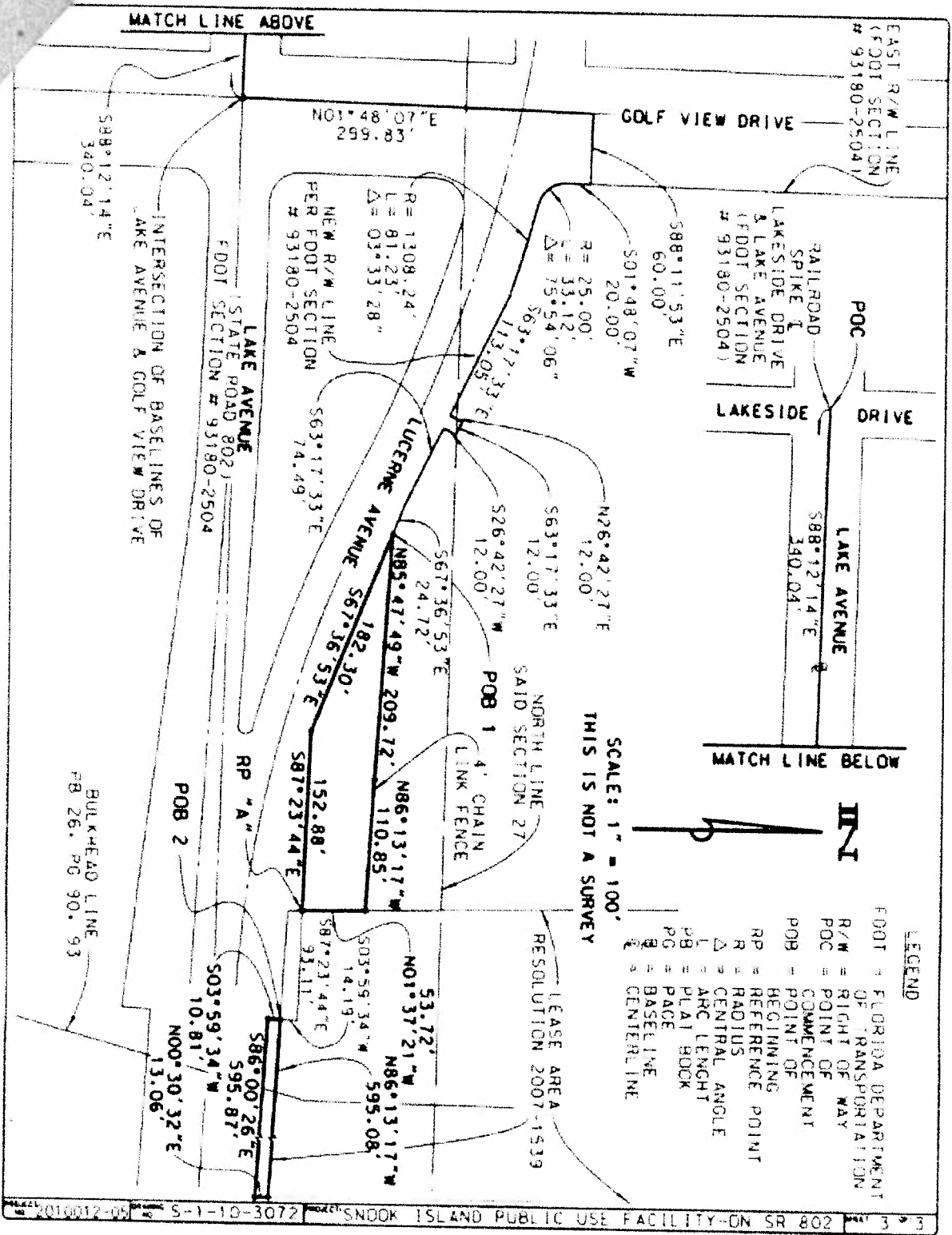
N.J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

10 25 10
DATE

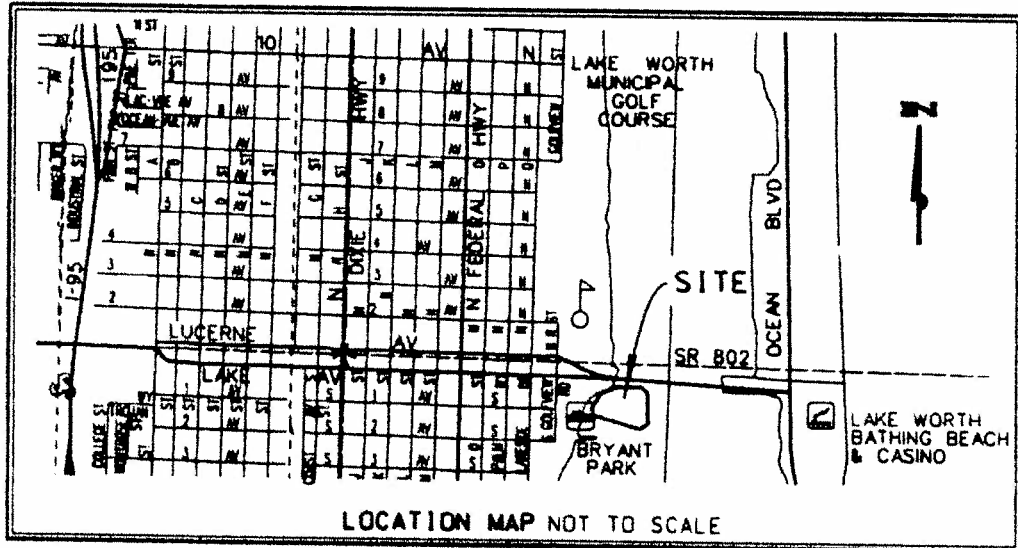
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

PROJECT NO. 20110012-05 PROJECT S-1-10-3072 PROJECT SNOOK ISLAND PUBLIC USE FACILITY-ON SR 802 PAGE 2 OF 3

Sheet 3.



Sheet 4.



LEGAL DESCRIPTION

A PARCEL OF LAND FOR CONSERVATION EASEMENT PURPOSES LYING IN A PORTION OF SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 88°44'27" EAST ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 3402.27 FEET; THENCE SOUTH 01°15'33" WEST, A DISTANCE OF 611.56 FEET TO THE POINT OF BEGINNING;

- THENCE NORTH 32°37'01" EAST, A DISTANCE OF 238.39 FEET;
- THENCE NORTH 68°17'30" EAST, A DISTANCE OF 240.35 FEET;
- THENCE SOUTH 88°56'45" EAST, A DISTANCE OF 336.96 FEET;
- THENCE SOUTH 47°19'03" EAST, A DISTANCE OF 96.17 FEET;
- THENCE SOUTH 02°05'59" EAST, A DISTANCE OF 414.88 FEET;
- THENCE SOUTH 55°33'40" WEST, A DISTANCE OF 144.29 FEET;
- THENCE NORTH 73°45'03" WEST, A DISTANCE OF 647.57 FEET;
- THENCE NORTH 19°19'09" WEST, A DISTANCE OF 102.47 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 328,426 SQUARE FEET OR 7.5396 ACRES MORE OR LESS.

2010012-15 SHEET 1 OF 3	PROJECT: BRYANT PARK BRIDGE MITIGATION CONSERVATION EASEMENT	PROJECT NO. 2001 DRAWN BY C.A.M. CHECKED BY C.A.M. DATE 08/17/10	<table border="1"> <tr> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REVISION	BY	DATE				PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 3500 NORTH JOG ROAD WEST PALM BEACH, FL 33411
REVISION	BY	DATE								
DESIGN FILE NAME: S-1-10-3141.DGN		DRAWING NO.: S-1-10-3141								

SURVEYORS NOTES

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF SOUTH 01°21'25" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000053

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

THIS INSTRUMENT PREPARED BY NORMAN J. HOWARD, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

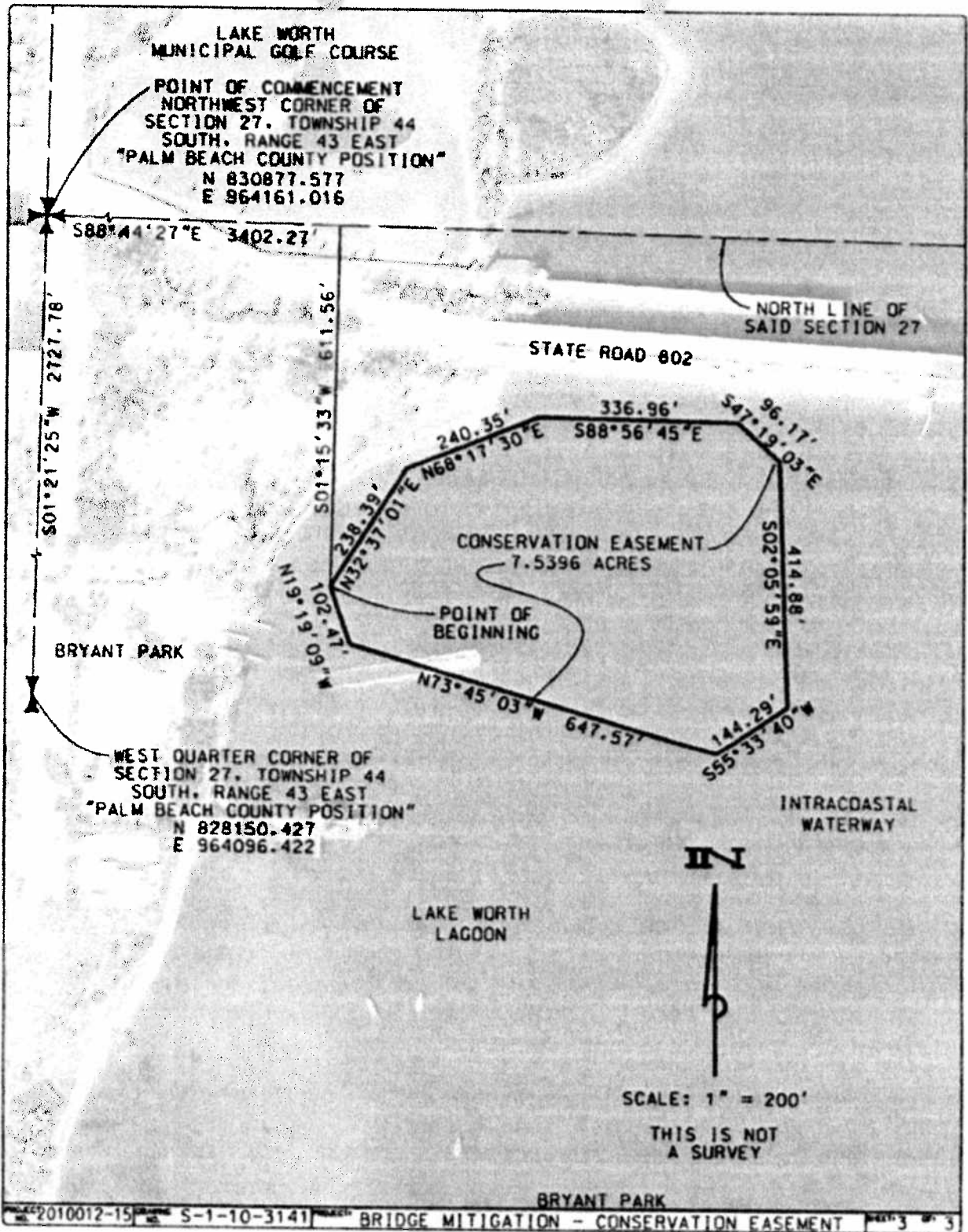
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE #5776

8 13 10
DATE

BRYANT PARK

2010012-15 S-1-10-3141 BRIDGE MITIGATION - CONSERVATION EASEMENT 2 of 3



Sheet 7.

