

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>20,513.96</u>	<u>20,667.64</u>	<u>21,286.01</u>	<u>8,848.31</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>20,513.96</u>	<u>20,667.64</u>	<u>21,286.01</u>	<u>8,848.31</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 1003 Dept 145 Unit 1455 Object 4410
 Program C436 - CBFE (Rent)

Budget Account No: Fund 1003 Dept 145 Unit 1455 Object 4410
 Program C439 - CBFE (Maint.)

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

	FY07	FY08	FY09	FY10
rent	\$11,966.63	\$20,667.64	\$21,286.01	\$8,848.31
maintenance	<u>\$ 8,547.33</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
total	\$20,513.96	\$20,667.64	\$21,286.01	\$8,848.31

Costs for renovations will be funded by Community Services.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Dink 2-14-07
OFMB
2/14/07
2/13/07
2/15/07
Jim J. Jacobson 2/22/07
 Contract Development and Control

B. Legal Sufficiency:

Renee Buhse
 Assistant County Attorney

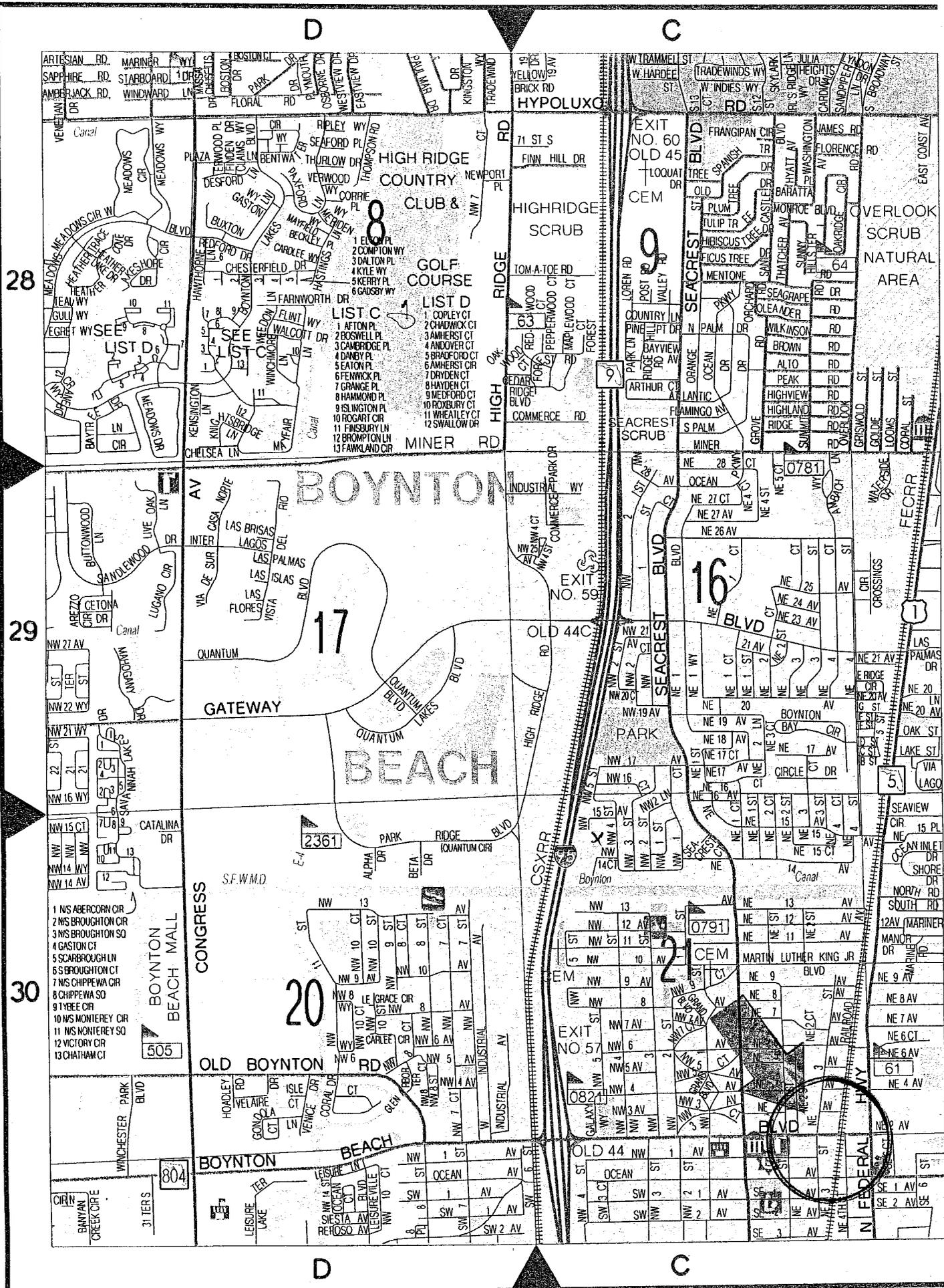
This Contract complies with our contract review requirements.

PDO will obtain updated insurance certificates.

C. Other Department Review:

 Department Director

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



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ATTACHMENT # 1

LOCATION MAP

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LEASE

between

BOYNTON BEACH PROPERTY HOLDINGS, LLC,

A FLORIDA LIMITED LIABILITY COMPANY

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

LEASE

THIS LEASE, made and entered into _____, by and between **Boynton Beach Property Holdings, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Community Services Department, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, located at 410 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with an office building (the "Building") and County desires to lease space in a portion of the Building for the purpose of establishing an office for the Community Services Community Action Program; and

WHEREAS, Landlord is willing to lease the Premises, as hereinafter defined in Section 1.01 below to the County for the purposes hereinafter defined.

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 as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of Building Unit B consisting of approximately 967 gross square feet of floor space as depicted on the floor plan on Exhibit "B" attached hereto and by reference made a part hereof (the "Premises").

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by County shall include the non-exclusive right to use any parking space(s) associated with the Property as depicted on Exhibit "C", attached hereto and by reference made a part hereof, as well as non-exclusive use of the Building Common Areas (the "Common Areas").

Section 1.03 Length of Term and Effective Date.

The term of this Lease shall commence on the date of full execution of this Lease (the "Effective Date"), and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.04 Option to Extend.

County shall have the right and option, provided it is not then in default under this Lease, to extend the Term for two (2) successive one (1) year option period(s). County shall exercise such option(s) by providing Landlord with notice of such election prior to the end of the then current term.

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of Twenty Thousand Three Hundred Seven and 00/100 dollars (\$20,307.00). The Annual Rent shall be payable in equal monthly installments of One Thousand Six Hundred Ninety-Two and 25/100 dollars (\$1,692.25) per month payable on the first day of each month in advance. This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

Section 2.02 Increases in Annual Rent.

Commencing on the first anniversary of the Effective Date, and on each subsequent anniversary thereof (the "Adjustment Date"), the Annual Rent shall be increased by three percent (3%) above the prior year's rent.

Section 2.03 Payment.

All rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. If the Term hereof commences and/or expires on other than the first or last day of a calendar month, the Annual Rent payable for such month shall be prorated. County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with Annual Rent. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease.

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

Section 3.01 Use of Premises.

The Premises shall be used for the establishment and operation of a government office for community service projects. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Property, Building and/or Premises in order to conform therewith.

Section 3.03 Hazardous Substances.

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

**ARTICLE IV
ALTERATION OF LEASED PREMISES**

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 (a) County's Work.

County shall be entitled to make alterations, improvements, or additions to the Premises in addition to those to be performed by Landlord, (hereinafter, collectively "Alterations") at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds One Thousand Dollars (\$1,000), shall require the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by County, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Landlord and County in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County.

County shall maintain the following portions of the Premises in good repair and condition at County's sole cost and expense during the entire Term of this Lease: interior walls and partitions, interior painting, plumbing fixtures, electrical fixtures, HVAC maintenance and routine repair (limited to Five Hundred Dollars [\$500] and not including equipment replacement), floor coverings, doors, janitorial services, phone cable and TV. In the event that maintenance activity is required and is not specifically assigned in this Section 5.01 to County, it shall be the responsibility of Landlord. Notwithstanding the foregoing, County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Landlord, its employees, agents, invitees or third parties nor have any responsibility for restoration of the Premises in the event of a casualty.

Section 5.02 Responsibility of Landlord.

(a) Except as provided in Section 5.01 above, Landlord shall maintain the Premises and all portions thereof (interior and exterior) and the Building and all portions thereof (interior and exterior) in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from County's negligent or intentional acts. If Landlord shall fail to repair any item in the Premises required to be repaired by Landlord under this Lease within ten (10) days of notice from County of the need for such repair, County may complete such repairs and deduct from the Annual Rent due all expenses incurred by County in doing so. Landlord shall be solely responsible for any equipment replacement (exclusive of County provided and owned equipment) required as a result of failure, age, or any other reason other than negligent or intentional acts of County.

(b) Landlord shall be responsible for all costs and expenses to ensure that the Premises adheres to the most current version of the American Society of Heating, Refrigeration and Air-conditioning Engineers' ("ASHRAE") Standards on ventilation for acceptable indoor air quality throughout the Term of this Lease. Should building sickness symptoms materialize subsequent to the Effective Date, Landlord shall perform at its sole cost and expense necessary air quality and environmental testing of the heating, ventilation and air-conditioning ("HVAC") system servicing the Premises by a certified and licensed environmental company within thirty (30) days of the County's written notice of any adverse conditions, subject to the availability of such certified and licensed technicians. Landlord shall provide County with a copy of all such testing reports. If any such testing report reveals that the HVAC system fails to comply with the ASHRAE Standards and/or does not provide a healthy indoor air environment as required by applicable laws and regulations, Landlord shall remedy such non-compliance with due diligence at its sole cost and expense. If such non-compliance causes a portion or all of the Premises to be untenable, all Annual Rent due and payable for the untenable area of the Premises shall abate until such portion of the Premises is brought into compliance. Landlord's failure to perform its obligations pursuant to this Section 5.02 shall constitute a Default by Landlord as provided in Section 10.02 of this Lease. Notwithstanding anything to the contrary contained herein, if Landlord's cost of compliance should exceed One Thousand Five Hundred Dollars (\$1,500), Landlord shall not be obligated to remedy the non-compliance. County shall have the option of terminating the Lease or repairing the non-compliance at County's sole expense. In the event County chooses to remedy the non-compliance, County's costs for repair of the non-compliance shall not be deductible from any Annual Rent that is due and payable, but Annual Rent shall not be due and payable for any untenable portion of the Premises until the non-compliance is repaired.

Section 5.03 Discovery of Hazardous Substances.

If asbestos in any form, urea formaldehyde foam insulation, polychlorinated biphenyls, or any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority are discovered by the County to be located in, on, upon, over or under the Premises, then County may terminate this Lease immediately upon notice to Landlord and County shall be relieved of all obligations hereunder.

ARTICLE VI INSURANCE

Section 6.01 Liability Insurance.

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. 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.

Section 6.02 Personal Property.

All of County's personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance by Landlord.

Landlord shall, during the Term of this Lease, provide County with a certificate of insurance evidencing comprehensive general liability coverage in the amount of One Million Dollars (\$1,000,000) per person and Worker's Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Further, Landlord shall maintain property insurance written on a replacement cost basis in the amount not less than 100% of the replacement cost of the Building. Coverage shall be written on a replacement cost basis and include endorsement for Ordinance & Law coverage. Landlord shall be fully responsible for any deductible or self-insured retention, and to provide these coverages on a primary basis.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES AND/OR COUNTY'S ALTERATIONS

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty in an amount in excess of Fifty Thousand Dollars (\$50,000) during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County or Landlord shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County or Landlord elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County or Landlord does not exercise its right to terminate this Lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, and telephone utility service to the Premises boundary at Landlord's sole cost and expense. Landlord shall be solely responsible for and shall promptly pay directly to the utility company or the provider of such service all charges or assessments for water, sewer, and trash collection and removal used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

Notwithstanding the foregoing, County shall be responsible for and shall promptly pay when due, directly to the utility company or service provider, all connection and service charges for electrical and telephone services used or provided to County.

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 Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

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; (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 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, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertakes such cure within such period and the Landlord is so notified, 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. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

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/CANCELLATION

This Lease 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. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIII QUIET ENJOYMENT

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 and any extensions thereof 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 therefore, 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 Annual 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 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.03 Entire Agreement.

This Lease and any Exhibits attached hereto 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 them.

Section 15.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal

delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:

Boynton Beach Property Holdings, LLC
Attn: Arthur B. D'Almeida
105 E. Palmetto Park Road
Boca Raton, FL 33432
Fax: 561-362-8512

(b) If to the County at:

Property & Real Estate Management Division
Attention: Director
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544
Telephone: 561-233-0217 Fax: 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

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

Section 15.05 Disclosure of Beneficial Interest

Landlord represents that simultaneously with Landlord's execution of this Lease, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "D" (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure and prior to the Effective Date of the Lease, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 15.04 of this Lease.

Section 15.06 Brokers' Commission.

Landlord represents and warrants to County that it has not dealt with any real estate salesperson, agent, or finder or broker in connection with this Lease other than Frances Laiacona and Frances Laiacona Realty, whose commission shall be paid by Landlord pursuant to a separate written agreement. Landlord agrees to indemnify, defend, and save County harmless from the claims and demands of Frances Laiacona and Frances Laiacona Realty and any other real estate broker, agent, or finder claiming to have dealt with Landlord. Such indemnity shall include, without limitation, the payment of all costs, expenses and

attorney's fees incurred or expended in defense of such claims or demands. County represents and warrants to Landlord that it has not dealt with any real estate salesperson, agent, finder, or broker in connection with this lease. The terms of this Section shall survive the termination of this Lease.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or 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 Captions.

The captions 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 be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

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

Section 15.11 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.

Section 15.12 Time of Essence.

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

Section 15.13 Benefit and Binding Effect.

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

Section 15.14 Radon.

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

Section 15.15 Non-Exclusivity of Remedies.

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

Section 15.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 15.17 Construction.

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

Section 15.18 Incorporation by Reference.

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

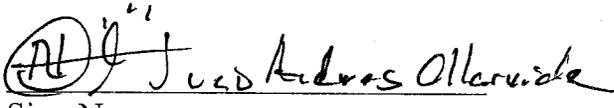
Section 15.19 Effective Date of Lease.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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.

WITNESS:


Sign Name

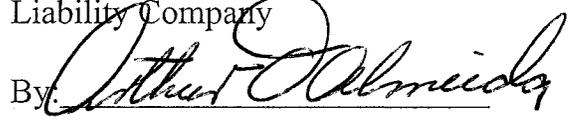
Juan A. Ollarvide
Print Name


Sign Name

Sally M. Ollarvide
Print Name

LANDLORD:

BOYNTON BEACH PROPERTY HOLDINGS, LLC, a Florida Limited Liability Company

By: 

Title: MANAGING member

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

COUNTY:

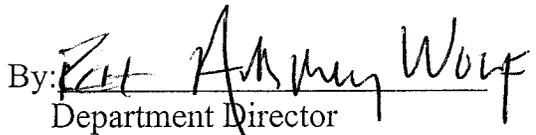
PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT "A" - LEGAL DESCRIPTION OF THE
"PROPERTY"

EXHIBIT "B" - FLOOR PLAN OF "PREMISES"

EXHIBIT "C" - PARKING SITE PLAN

EXHIBIT "D" - DISCLOSURE OF BENEFICIAL
INTERESTS

EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION OF THE "PROPERTY"

Legal Description: Lots 5 and 6, Block 2, of TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 1, at Page 23, of the Public Records of Palm Beach County, Florida.

Parcel Control Number: 08-43-45-28-03-002-0050.

Location Address: 410 East Boynton Beach Boulevard, Boynton Beach, Florida 33435.

EXHIBIT "B"
FLOOR PLAN OF "PREMISES"

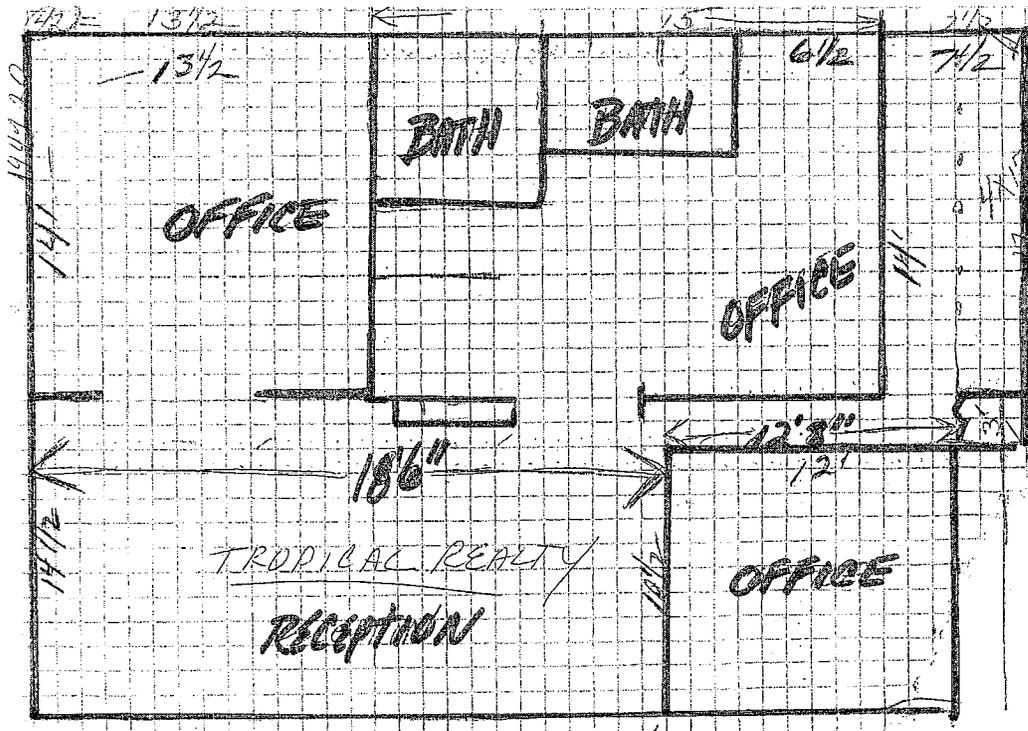
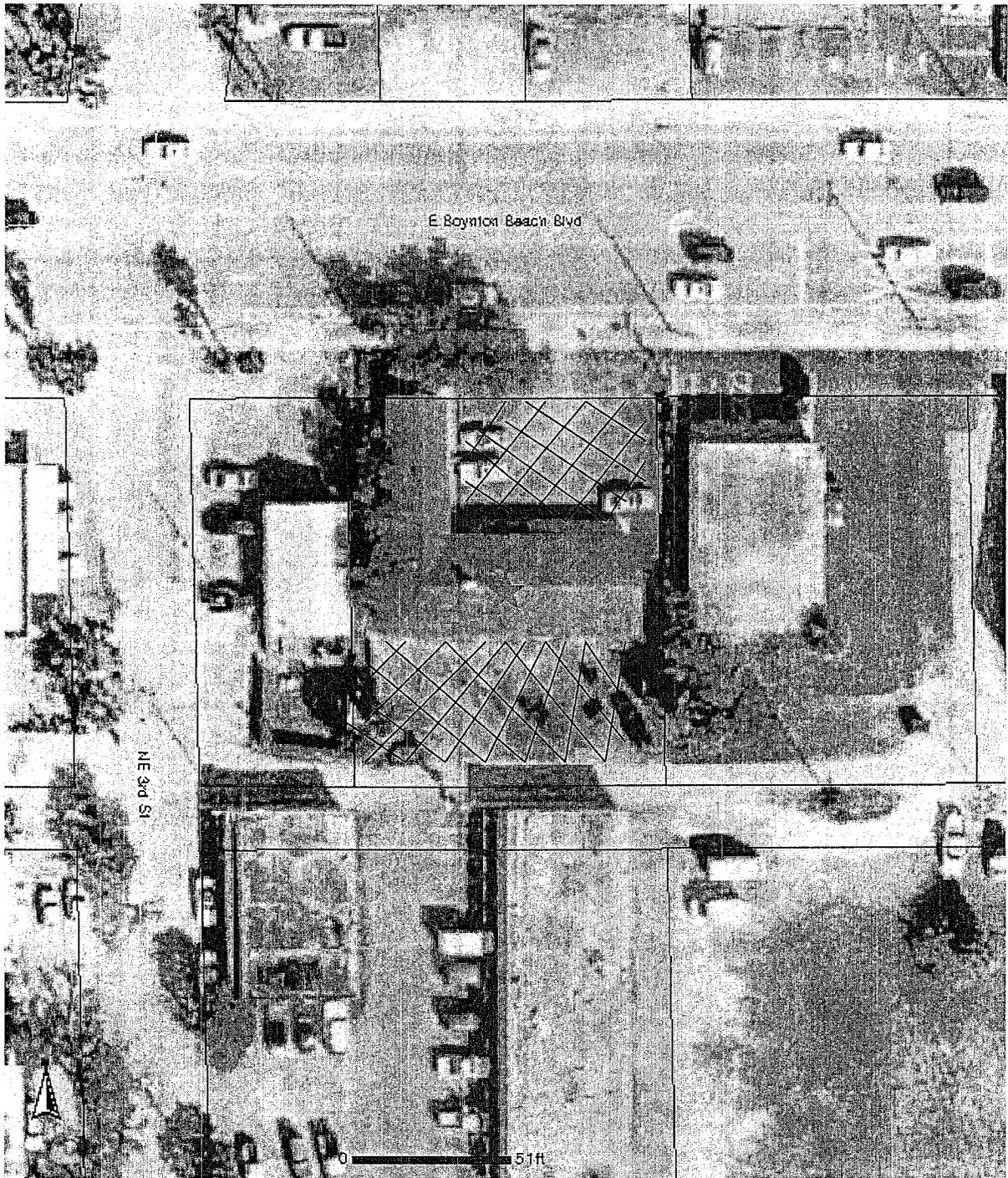


EXHIBIT "C"
PARKING SITE PLAN



410 East Boynton Beach Boulevard, Boynton Beach, Florida 33435 (PCN 08-43-45-28-03-002-0050). Parking spaces and Common Areas depicted above in cross-hatch marks.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/2/2007

REQUESTED BY: Steven K. Schlamp, Property Specialist, FD&O - PREM

SENT TO: Rebecca Webb, Fiscal Director, Community Services Department

PROJECT NAME: Boynton Comm Svcs CAP

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

BUDGET ACCOUNT NO:

FUND: 1003 DEPT: 145 UNIT: 1455 OBJ: 4410 PROGRAM: C436 . (RENT)

FUND: 1003 DEPT: 145 UNIT: 1455 OBJ: 4610 PROGRAM: C439 . (MAINT.)

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
CAPITAL EXPENDITURES	_____	_____	_____	_____	_____
OPERATING COSTS (RENT)	<u>11,966.63</u>	<u>20,667.64</u>	<u>21,286.01</u>	<u>8,848.31</u>	_____
OPERATING COSTS (MAINT.)	<u>8,547.33</u>	_____	_____	_____	_____
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$20,513.96</u>	<u>\$20,667.64</u>	<u>\$21,286.01</u>	<u>\$8,848.31</u>	<u>\$ -0-</u>

PROPOSED BCC MEETING DATE: 2/27/2007

BAS APPROVED BY: Rebecca Webb DATE: Feb 2, 2007

ATTACHMENT #3

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, ARTHUR D'Almeida, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the managing member (position - i.e. president, partner, trustee) of Boynton Beach Property Holdings LLC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 105 East Palmetto Park Road, Boca Raton, FL 33432

3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its leasing of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT

Arthur D'Almeida
(Print Affiant Name) managing member

The foregoing instrument was acknowledged before me this 19 day of JANUARY, 2007, by Arthur D'Almeida [] who is personally known to me or [] who has produced Sally M. Ollarvide as identification and who did take an oath.

Sally M. Ollarvide
Notary Public
Sally M. Ollarvide
(Print Notary Name)

NOTARY PUBLIC-STATE OF FLORIDA
 Sally M. Ollarvide
Commission # DD400963
Expires: FEB. 28, 2009
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"

PROPERTY

Parcel Control Number 08-43-45-28-03-002-0050; located at 410 East Boynton Beach Boulevard, Boynton Beach, Florida 33435, with a legal description of "Lots 5 and 6, Block 2, of TOWN OF BOYNTON BEACH, according to the Plat thereof, as recorded in Plat Book 1, at Page 23, of the Public Records of Palm Beach County, Florida."

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Name _____ Address _____ Percentage of Interest _____

Lessor is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Lessor must identify individual owners. If, by way of example, Lessor is wholly or partially owned by another entity, such as a corporation, Lessor must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

- ① Arthur D'Almeida 105 East Palmetto Park Rd
BOCA RATON FL 50%
- ② Bob Katz Properties 1445 W Heather Ave
Robert Katz Gilbert AZ 50%
President
and 100% shareholder

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/07

PRODUCER
Blodgett & Associates
3700 Airport Rd
Suite 301
Boca Raton FL 33431 P) 561 395-9961 F) 561 395-9962

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Boynton Beach Property Holdings, LLC
c/o Arthur D'Almeida
105 East Palmetto Park Rd.
Boca Raton FL 33432

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Colony Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MP3174254	02/07/06	02/07/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER					
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Endorsement for Ordinance and Law Coverage

CERTIFICATE HOLDER

Palm Beach County BOCC
Attn: Director
3200 Belvedere Rd. Bldg 1169
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



<PLC>

ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE
1/26/07

PRODUCER
Blodgett & Associates
3700 Airport Rd
Suite 301
Boca Raton FL 33431

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A **Colony Insurance Company**

COMPANY B **Citizens Property Insurance Corporation**

COMPANY C

COMPANY D

INSURED
Boynton Beach Property Holdings, LLC
c/o Arthur D'Almeida
105 East Palmetto Park Rd.
Boca Raton FL 33432

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	MP3174254	02/07/06	02/07/07	<input checked="" type="checkbox"/> BUILDING	\$ 200,000
	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 36,000
	<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
						\$
					deductible	\$ 1,000
						\$
	INLAND MARINE				\$	
	TYPE OF POLICY				\$	
	CAUSES OF LOSS				\$	
	<input type="checkbox"/> NAMED PERILS				\$	
	<input type="checkbox"/> OTHER				\$	
	CRIME				\$	
	TYPE OF POLICY				\$	
	BOILER & MACHINERY				\$	
					\$	
B	<input type="checkbox"/> OTHER Wind Coverage	1352128	2/14/07	2/14/08	building deductible	\$245,000 3%

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

Endorsement for Ordinance and Law Coverage

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

Palm Beach County BOCC
Attn: Director
3200 Belvedere Rd. Bldg 1169
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

<PLC>

CONSENT TO CORPORATE ACTION BY MANAGING MEMBER

The undersigned being the managing member of Boynton Beach Property Holdings, LLC, a Florida limited liability company ("LLC"), hereby consents to and approves the adoption of the following resolutions and the performance of the actions set forth therein:

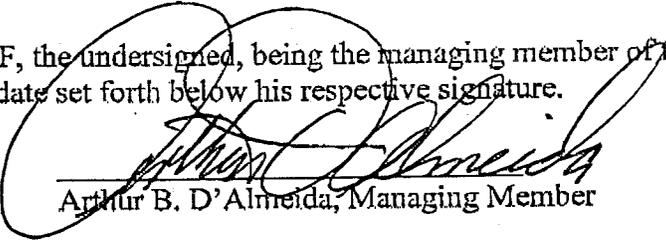
WHEREAS, the LLC is entering into a Lease Agreement with Palm Beach County whereby the LLC shall lease to Palm Beach County the real property located at 410 Boynton Beach Boulevard, Unit B, Boynton Beach, FL 33435

BE IT RESOLVED, that the members of the LLC believe that it is advantageous and in the best interest of the LLC to lease the above-described real property to Palm Beach County.

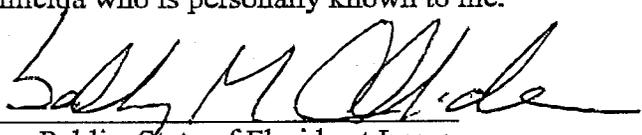
BE IT FURTHER RESOLVED, that Arthur B. D'Almeida, the managing member of the LLC is hereby authorized to sign or execute any and all documents and take any and all other action necessary or in the best interests of the LLC to consummate the transactions contemplated by the Lease Agreement.

BE IT FURTHER RESOLVED, the foregoing Resolution and the actions taken by Arthur B. D'Almeida, the managing member, shall be binding upon the LLC and all future managing members and members of the LLC.

IN WITNESS WHEREOF, the undersigned, being the managing member of the LLC, has executed this instrument on that date set forth below his respective signature.


Arthur B. D'Almeida, Managing Member

Sworn to and subscribed before me this
8th day of February by Arthur B.
D'Almeida who is personally known to me.


Notary Public, State of Florida at Large.
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
 Sally M. Ollarvide
Commission # DD400963
Expires: FEB. 28, 2009
Bonded Thru Atlantic Bonding Co., Inc.