

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	March 13, 2007	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Lease Agreement with Tallman, LLC, a Florida limited liability company, for 4,990 SF of warehouse space and 6,000 SF of outdoor secured parking within the Murphy's Towing Complex in unincorporated West Palm Beach for use as a Palm Beach County Sheriff's Office (PBSO) impound lot and forfeited property storage facility.

Summary: The existing PBSO impound lot located at the PBSO Criminal Justice Complex on Gun Club Road is at capacity and PBSO has requested an overflow impound storage lot and a warehouse building for indoor storage of forfeited vehicles. No County owned properties are available for this purpose. After an extensive search, the Murphy's Towing complex was the only location meeting the criteria established by PBSO. The lease premises consists of a 4,990 SF indoor storage warehouse building, exclusive use of two (2) adjacent parking spaces and a 6,000 SF outdoor parking storage area. The initial term of the Lease Agreement is two (2) years, commencing upon issuance of a certificate of occupancy, with four (4) extension options, each for a period of one (1) year. The gross annual rent is ninety-six thousand dollars (\$96,000), with annual increases of three and one-half percent (3.5%). Landlord will make all improvements required for PBSO's use of the Premises at Landlord's sole cost and expense, including: i) installation of a ventilation system, ii) supplying and installing vehicle storage racks along the perimeter of the warehouse building, and iii) installation of a security fence around the perimeter of the outside parking lot. Landlord will provide the following services: i) maintenance, repair and security for the Premises, ii) draining and removal of fuel from tanks of all vehicles prior to storage in warehouse building, iii) delivery and placement/moving of up to fifty (50) vehicles per month at no cost to the County, with a charge of \$26.00 per excess move, and iv) comply with all PBSO requirements for handling of evidence and comply with County's Access to Critical Facilities Procedures. The County has the option to terminate this Lease for any reason upon thirty (30) days prior written notice to Landlord and payment of a termination fee of two (2) month's rent. **(PREM) District 2 (JMB)**

CONTINUED ON PAGE 3

Attachments:

1. Location Map
2. Lease Agreement
3. Justification Memo from PBSO
4. Budget Availability Statement

Recommended By: <u>Patt Amy Wolf</u>	<u>3/2/07</u>
Department Director	Date
Approved By: <u>[Signature]</u>	<u>3/12/07</u>
County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	\$56,000	\$95,960	\$ 41,400		
External Revenues (PBSO)	(56,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0</u>	<u>\$95,960</u>	<u>\$41,400</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 3804 Dept 411 Unit B389 Object 4412
Program 3804 411 B389 8498

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

The Landlord will be paid directly by the County through a temporary account and will be reimbursed by the Sheriff's Office through its operating account No. 5204411 Dept. 5140 in FY 07 only. In FY 08 & FY 09, the landlord will be paid by County through the typical budget/accounting process..

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Bink 3-7-07
OFMB 03/07/07
3/7/07

Jim J. Jones 3/9/07
Contract Development and Control
3/8/07

B. Legal Sufficiency:

James Butler 3/9/07
Assistant County Attorney

This Contract complies with our
contract review requirements.

The Certificate of Insurance
is not required until there is
a Certificate of Completion
is issued for the building.

C. Other Department Review:

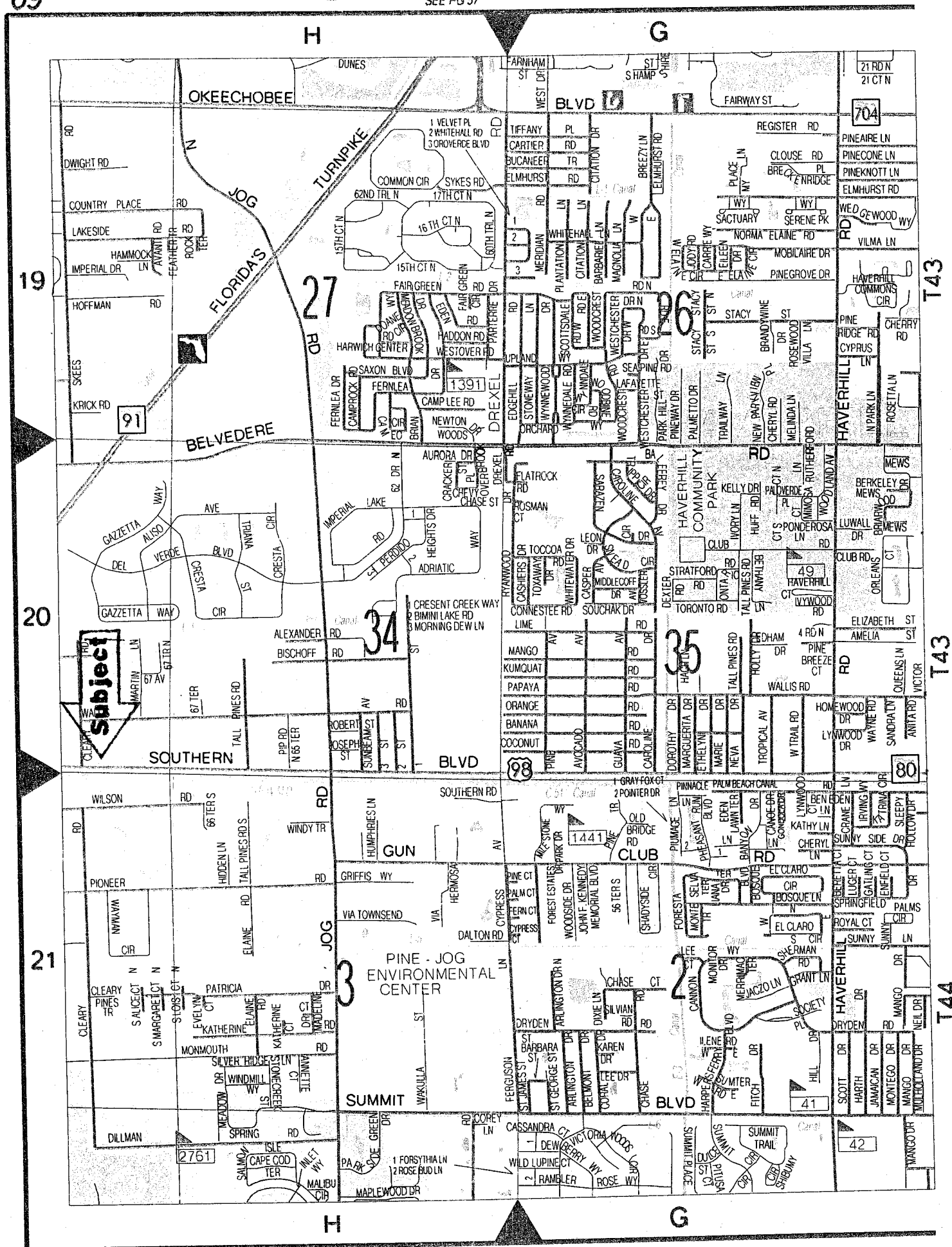
Department Director

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

Background and Justification: Due to overcrowding at the existing PBSO impound lot, additional outdoor impound space is required . Overcrowding at the current location requires the use of a tow truck to relocate vehicles at a cost of \$26.00 each, in addition to an officer on duty 24/7 to monitor vehicles located outside of the secured area. Forfeiture vehicles and personal property should be stored inside an enclosed building to protect the assets should they be returned to the owner by court order and limit the overall liability of PBSO for condition of said assets while in custody. Historically, these vehicles have suffered significant deterioration when not protected from the elements and due to multiple moves, these assets are often damaged. Vehicles connected with violent crimes and/or homicides should also be stored indoors to protect forensic evidence and reduce defense arguments relating to the storage of evidence.

An extensive search to provide the type of services required and located in the geographical area east of Sansbury Way, south of Belvedere Road, north of Summit Boulevard and east of Jog Road as provided by PBSO, produced only one location, the Murphy's Towing Complex. This site contains various buildings and open space, along with a new 4,990 SF metal warehouse building for the storage of forfeiture vehicles and personal property under the control of PBSO. The site also supports a 6,000 square foot secured exterior parking lot. The secured indoor storage warehouse building will provide a weather-proof, secure, and spacious work area for crime scene personnel to process evidence. Due to requirements of the County's Building Codes, the Landlord will be required to install ventilation fans and drain all vehicle fuel tanks before the initial placement of vehicles into storage. The drainage of these vehicle fuel tanks by the landlord will not violate the PBSO's rules of custody procedures or the chain of evidence. Landlord will also install a eight-foot high chin link fence with razor wire along the perimeter of the outside storage lot, as specified by PBSO.

Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County. Tallman, LLC, a Florida limited liability company, the landlord, provided the Disclosure attached hereto as Exhibit D. This Disclosure identifies the ownership interests in Tallman, LLC, as Harold Murphy as Managing Member with 100% membership interest.



ATTACHMENT #1

LOCATION MAP

LEASE AGREEMENT

between

TALLMAN, LLC

A FLORIDA LIMITED LIABILITY COMPANY

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into _____, by and between **TALLMAN, LLC**, a Florida limited liability company, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, located at 6907 Southern Boulevard, West Palm Beach, Florida, 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 various buildings including a 1-story metal storage facility (the "Building") and an outside secured vehicle storage lot (the "Lot") and County desires to lease the Premises as hereinafter defined for the purpose of establishing a PBSO impound facility; and

WHEREAS, Landlord is willing to lease the Premises 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 is comprised of: (1) Lease Area #1, consisting of approximately 4,990 total gross square feet of floor space in the Building and an outside storage trailer as depicted on the site plan of the Property on Exhibit "B", and (2) Lease Area #2, consisting of approximately 6,000 total gross square feet of paved parking in the Lot as depicted on the site plan of the Property attached hereto as Exhibit "B" and by reference made a part hereof (collectively the "Premises"), for a combined total of approximately 10,990 square feet. The outside storage trailer shall be used by PBSO for storage purposes only, and shall be removed by Landlord at its sole cost and expense if so requested by the PBSO. County shall have exclusive use of the Premises.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by County shall include the exclusive right to use two parking spaces depicted on Exhibit "B", as well as non-exclusive use of the Property's Common Areas (the "Common Areas").

Section 1.03 Length of Term and Effective Date.

The term of this Lease shall commence when a Certificate of Completion is issued for the Building by the Palm Beach County Building Division and the ventilation systems in the Building are installed and determined to be acceptable for the intended use by the County's Building Division, or on the date of full execution of this Lease, whichever date is later (the "Rental Commencement Date"), and shall extend for a period of two (2) years thereafter (the

"Term"), unless sooner terminated pursuant to the provisions of this Lease. The exact Rental Commencement Date shall be established by written notice from the Director of PREM to the Landlord.

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 four (4) 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.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of Ninety-Six Thousand and no/100 dollars (\$96,000.00). Annual Rent hereunder shall be payable in equal monthly installments of Eight Thousand and no/100 dollars (\$8,000.00) 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 Rental Commencement Date, and on each subsequent anniversary thereof (the "Adjustment Date"), the Annual Rent shall be adjusted by an increase of three and one half percent (3.5%) 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 or any Additional Landlord Services as set forth in Article VI of this Lease. Payment of Annual Rent will be mailed to Landlord at the address set forth in Section 16.05 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 PBSO impound lot. No modifications to the stored vehicles shall be permitted other than the removal of fuel as detailed in Article VI of this Lease. 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 Building 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, hereinafter defined below, shall vest in Landlord.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall perform, at its sole cost and expense, the Alterations, improvements and additions set forth on Exhibit "C" attached hereto and made a part hereof ("Landlord's Work"). Landlord shall perform Landlord's Work in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations. Landlord shall perform Landlord's Work in a good and workmanlike manner and shall diligently pursue the same until completion. In the event Landlord's Work has not been completed within 30 days following the Effective Date hereof, County shall have the option of terminating this Lease by written notice to Landlord, whereupon the parties shall be relieved of all further obligations hereunder.

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 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 Five Thousand Dollars (\$5,000), 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 a written response within thirty (30) days after receipt of request therefor 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 not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises. County shall have no obligation to make modifications to the Premises required by law nor have any responsibility to restoration of the Premises in the event of a casualty. Notwithstanding the foregoing, Landlord shall have no obligation to repair any damage arising from any negligent or intentional act or omission of County.

Section 5.02 Responsibility of Landlord.

Landlord shall maintain the Premises and all portions of the Building (interior and exterior) and Lot, including the fence referenced in Exhibit "C", in good repair and tenable, secured condition during the Term of this Lease, except in the case of damage arising from any act of negligence of County. Landlord shall make any modifications to the Premises, Building or Lot required by law. If Landlord shall fail to promptly repair any item in the Premises required to be repaired by Landlord under this Lease within thirty (30) days notice from County of the need for such repair, County may complete such repairs and deduct from the Rent due all expenses incurred by County in doing so. **Landlord and Landlord's employees, contractors and agents shall follow the check-in procedure established by the County/PBSO upon arrival to the Premises and shall be escorted by the PBSO at all times while on the Premises.**

Section 5.03 Hazardous Substance Indemnification by Landlord.

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. If the removal interferes with County's use of the premises, the Annual Rent shall abate until the removal process is completed, and the monthly payment(s) due shall be prorated accordingly for each affected day. County shall receive a credit against future monthly payments for any affected day for which the monthly payment of the Annual Rent has already been paid. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment. Landlord shall comply with all federal, state, county, regional or local regulations regarding the removal and disposal of fuel from the vehicles as set forth in Article VI below and agrees to indemnify and hold harmless County from any damages arising as a result of Landlord's and Landlord's employees, contractors and agents removal and disposal of fuel therefrom. **Landlord's indemnification of County pursuant to this Section 5.03 shall survive termination of this Lease.**

ARTICLE VI LANDLORD'S ADDITIONAL RESPONSIBILITY

The Building and Lot are to be used for the storage of vehicles that are evidence in criminal matters. Landlord understands that there are strict rules and regulations regarding the handling of evidence, the details of which will be provided by the PBSO and may be modified by the PBSO in their sole and absolute discretion, and agrees to comply with all rules and regulations pertaining to same. Landlord agrees to be responsible for requiring compliance with the rules, regulations, and check-in procedures by Landlord's employees, contractors, and agents. In the event that Landlord cannot agree to comply with PBSO's rules, regulations and check-in procedures, County may terminate this Lease

immediately and will not be subject to the termination fee set forth in Article XIII, whereupon the parties shall be relieved of all further obligations hereunder. Landlord and Landlord's employees, contractors, and agents shall be responsible for receiving vehicles and causing them to be placed on the racks in the Building or in the Lot under the supervision of the PBSO. Landlord shall provide all personnel for moving the vehicles. Landlord and Landlord's employees, contractors, and agents shall not move any vehicle unless the appropriate PBSO representative is present for the move. Landlord and Landlord's employees, contractors, and agents shall not be required or permitted to remove any vehicles from within the Property boundaries. Landlord shall be responsible for removing and disposing of the fuel from any vehicle that will be stored on a rack prior to its placement on a rack in the Building. With the exception of the initial placement of a vehicle in the Premises, whether on a rack or in the Lot, each placement of a vehicle on a rack, removal of a vehicle from a rack, placement of a vehicle in the Lot, or removal of a vehicle from the Lot shall be considered one "Move". In addition to the initial placements, Landlord shall provide PBSO with 50 Moves per month at no cost to the County. Any Move in excess of the first 50 Moves shall be conducted at a charge of \$26.00 per Move and shall include the costs for personnel. The rate of \$26.00 per Move shall not increase during the Term of this Lease or any extensions thereto. The charges for any Move in excess of 50 shall be considered Additional Landlord Services and shall be detailed in a separate invoice to be provided by the Landlord to the PBSO at an address provided by the PBSO. The address from the PBSO may be changed upon 3-day written notice to Landlord. The removal and disposal of fuel shall be performed at no cost to the County.

ARTICLE VII LIABILITY AND INSURANCE

Section 7.01 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 7.02 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 employees, contractors, or agents, or its employees', contractors, or agents willful or negligent acts or omissions.

Section 7.03 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: (1) 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; (2) Flood insurance, if applicable and required by the flood zone of the Property, in an amount not less than 100% of the actual cash value of the Building; or the maximum amount available from the National Flood Insurance Program, whichever is less; (3) Windstorm Insurance, if

available, or unless included as a covered peril in the property insurance, in an amount not less than 100% of the actual cash value of the Building; or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Landlord shall be fully responsible for any deductible or self-insured retention, and to provide these coverages on a primary basis.

ARTICLE VIII 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 during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County 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 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 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 IX UTILITIES AND SERVICES

Landlord shall provide water, sewer, electricity, gas and telephone utility service to the Premises' boundary, at Landlord's sole cost and expense. Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, sewer, electricity, gas, and trash collection and removal and any other utility 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.

ARTICLE X 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 XI DEFAULT

Section 11.01 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 11.02 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 XII ACCESS BY LANDLORD

Landlord and Landlord's employees, contractors, and agents 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 provided that 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 Landlord shall exercise such right in a manner which minimizes the impact upon County's use of the Premises. Notwithstanding the above, Landlord and Landlord's employees, contractors, and agents shall follow the rules, regulations, and check-in procedures established by the County/PBSO upon arrival to the Premises and shall be escorted at all times while on the Premises.

ARTICLE XIII 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 thirty (30) days prior written notice to Landlord, whereupon the parties shall be relieved of all further obligations hereunder. If County elects to cancel this Lease for any reason other than those set forth in Article VI, Article VII, Article XV, Section 4.01 or Section 11.02, County shall pay Landlord a termination fee equal to two months' rent, whereupon the parties shall be relieved of all further obligations hereunder.

ARTICLE XIV 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 XV CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to an 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 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 XVI MISCELLANEOUS

Section 16.01 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 16.02 Criminal History Records Check

Landlord shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance") if Landlord's employees, agents, or contractors are required under this Lease to enter or work at the site of a "critical facility" as identified in Resolution R2003-1274. Landlord acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

Section 16.03 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor Landlord's 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 16.04 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 16.05 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:
Tallman, LLC
Attention: Harold G. Murphy
6907 Southern Boulevard
West Palm Beach, FL 33413-1629
Fax: 561- 686-8307

- (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: 561-233-0283
Fax: 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 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 16.06 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", attached hereto and made a part hereof, (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 until 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 16.04 of this Lease.

Section 16.07 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. Landlord agrees to indemnify, defend, and save County harmless from the claims and demands of any 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 16.08 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 16.09 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 16.10 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 16.11 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 16.12 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 16.13 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 16.14 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 16.15 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 16.16 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 16.17 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 16.18 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 16.19 Incorporation by Reference.

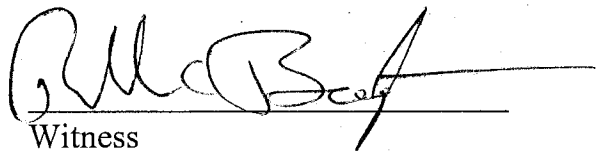
Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

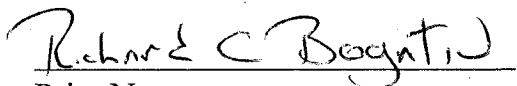
Section 16.20 Effective Date of Lease.

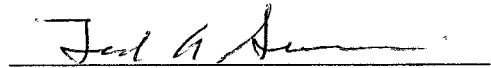
This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

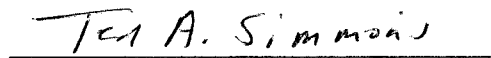
IN WITNESS WHEREOF, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:


Witness


Print Name


Witness


Print Name

LANDLORD:

TALLMAN, LLC, a Florida limited liability company

By: 

Title: managing member

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:

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

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS

By: Ray Ammy Wolf
Department Director

SCHEDULE OF EXHIBITS

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

EXHIBIT "B" - SITE PLAN OF THE PROPERTY

EXHIBIT "C" - LANDLORD'S WORK

**EXHIBIT "D" - LANDLORD'S DISCLOSURE OF
BENEFICIAL INTERESTS**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE "PROPERTY"

LEGAL DESCRIPTION (As furnished by client)

THE EAST HALF (E 1/2) OF TRACT 70, BLOCK 5, PALM BEACH FARMS CO., PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 TO 54, INCLUSIVE, LESS THE NORTHERLY 15 FEET THEREOF. LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 70; THENCE N01°22'25"W, ALONG THE EAST LINE OF SAID TRACT 70, A DISTANCE OF 59.13 FEET TO A POINT; THENCE N88°29'03"W, A DISTANCE OF 330.49 FEET TO A POINT; THENCE S01°00'12"E, A DISTANCE OF 73.53 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 70; THENCE N89°01'07"E, A DISTANCE OF 330.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINS 190,871.5 SQUARE FEET, MORE OR LESS AND 4.38 ACRES, MORE OR LESS

EXHIBIT "B"

SITE PLAN OF THE PROPERTY

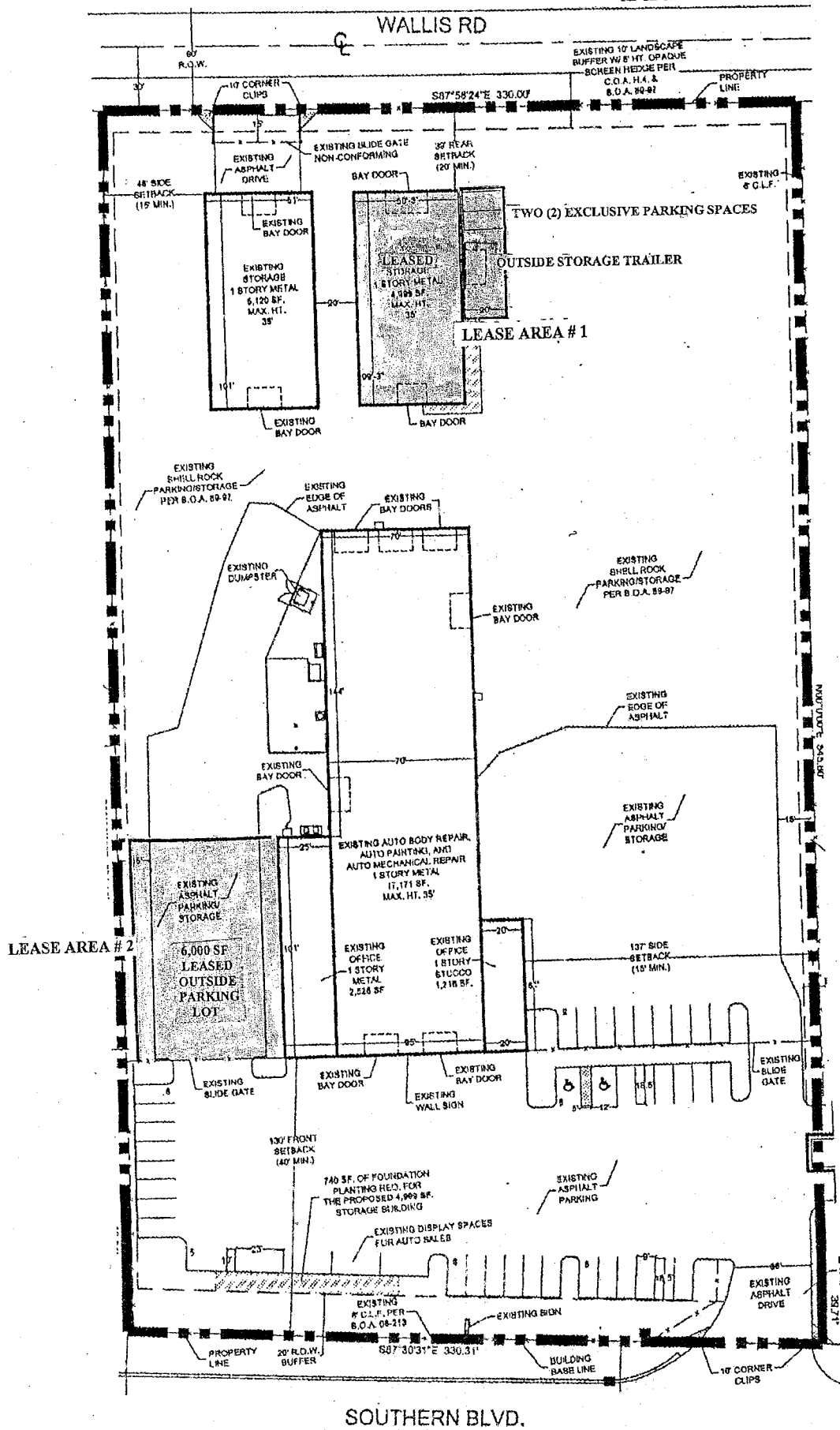


EXHIBIT "C"

LANDLORD'S WORK

The following improvements shall be made by Landlord at no cost to County:

1. Installation of ventilation fans as required by County's Building Division.
2. Installation of 2- and 3-level vehicle storage racks in the Building as required by the PBSO. The number and layout of the racks shall be determined by the PBSO in PBSO's sole and absolute discretion.
3. Installation of eight-foot high chain-link fence with razor wire around the perimeter of the Lot as determined by the PBSO in PBSO's sole and absolute discretion in order to ensure that the fence meets the security requirements for an evidence/impoundment storage facility.

EXHIBIT "D"

**LANDLORD'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, Harold G. Murphy, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager of Tallman, LLC, a Florida Limited Liability Company, (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: 6907 Southern Boulevard, West Palm Beach, Florida 33413-1629

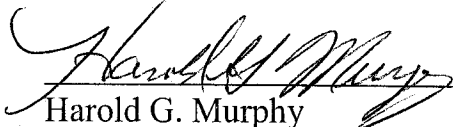
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

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.

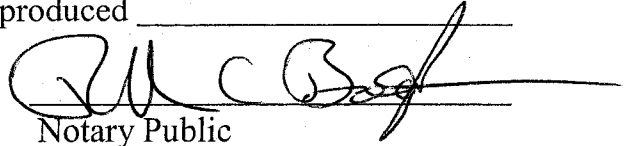
FURTHER AFFIANT SAYETH NAUGHT.

 , Affiant
Harold G. Murphy

The foregoing instrument was acknowledged before me this 23 day of February, 2007, by Harold G. Murphy
☒ who is personally known to me or [] who has produced _____
as identification and who did take an oath.



Richard C. Bogatin
Commission # DD325068
Expires June 5, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019


Notary Public

Richard C Bogatin
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 6-5-08

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION (As furnished by client)

THE EAST HALF (E 1/2) OF TRACT 70, BLOCK 5, PALM BEACH FARMS CO., PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 TO 54, INCLUSIVE, LESS THE NORTHERLY 15 FEET THEREOF. LESS THE FOLLOWING DESCRIBED PARCEL:

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TRACT CONTAINS 190,871.5 SQUARE FEET, MORE OR LESS AND 4.38 ACRES, MORE OR LESS

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Lessor Name: Tallman, LLC Address: 6907 Southern Blvd., West Palm Beach, FL 33413

Percentage of Interest: 100%

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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



INTER-OFFICE MEMORANDUM
Technical Services

TO: Division Manager Benjamin A. Perillo

DATE: December 1, 2006

FROM: Section Manager Kenneth Morrow *KM*

SUBJECT: Utilization of Murphy's Paint & Body Storage Lot

As you know, the PBSO Impound Lot is already one hundred vehicles over capacity and the number continues to grow on a weekly basis. The over crowding condition requires the use of a tow truck in order to move vehicles in and out. This means each time a vehicle is moved a charge of twenty-six dollars is assigned to each vehicle by the towing company. As a result of this over crowding in the very near future vehicles will be parked in unsecured areas.

The most feasible and secure method of solving this problem is to utilize current storage space at Murphy's Paint and Body, located at 6907 Southern Blvd., West Palm Beach. The following reasons are justification for that solution.

- Murphy's has an on-site facility and association with Sister's Towing, which is the current contracted tow company utilized by PBSO.
- We can relocate present impounded vehicles to that location immediately.
- Murphy's will provide a locked; razor wire fenced security as well as closed circuit video security that can be monitored in real time at PBSO.
- Murphy's have resources on site to provide towing, placing vehicles on racks, vehicle lifts and many other related services that PBSO can utilize.
- Murphy's will provide an on-site office and restroom facilities inside the building.
- Vehicles held by the Auto Theft Unit of PBSO have been secured at this same facility for the past several years, thus providing a good history of their services.

BUDGET AVAILABILITY STATEMENTREQUEST DATE: 1/22/2007REQUESTED BY: Ted A. Simmons, Property Specialist, FD&O - PREMSENT TO: Benjamin A. Perillo, PBSOPROJECT NAME: PBSO Impound LotIS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

BUDGET ACCOUNT NO: 5204411

FUND: 01001 DEPT: 5140 UNIT: OBJ: PROGRAM: **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	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OPERATING COSTS	<u>56,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EXTERNAL REVENUE	<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>
NET FISCAL IMPACT	<u>\$ 56,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

PROPOSED BCC MEETING DATE: 2/27/2007BAS APPROVED BY: Ken Morrow for Ben Perillo DATE: 1/25/07

G:\Property Mgmt Section\Out Lease\PBSO Impound Lot\BAS.ToPBSO.01.22.07.doc

ATTACHMENT # 4modifies to reflect
F107 only per
conversation
w/george Forman
3/2/07 @ 1346 hrs.