

3H-6

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** First Amendment to Lease Agreement (R-2006-1267) with S&S Enterprises, Inc., a Florida corporation, for space on the Sierra Square Plaza's entrance sign on Indiantown Road in Jupiter.

**Summary:** On July 11, 2006, the County entered into a Lease Agreement with S&S Enterprises, Inc. for 1,246 SF of office space in the Sierra Square Plaza located at 9250-9270 Indiantown Road in western Jupiter. PBSO would like to identify this new substation by displaying its name on the Plaza's entrance sign. This First Amendment will provide for space on the sign which will become part of the Lease Premises. S&S Enterprises, Inc. will pay the costs of producing and installing the sign. The annual rent rate is increased by \$480 (\$40/mo). (PREM) District 1 (HJF)

**Background and Justification:** To better identify this substation, PBSO requested signage space on the Plaza's entrance sign. The Plaza is currently under construction with an anticipated completion date in April, 2007. The rent will commence upon the issuance of the Certificate of Occupancy. 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. S&S Enterprises, Inc. provided a Disclosure which identifies as Jan Simpkins Jakubcin, Jill Simpkins Crouch, Catherine Sheriff Goshorn and Denise Sheriff Porter, each with a 25% membership interest in S&S Enterprise, Inc.

**Attachments:**

1. Location Map
2. First Amendment To Lease Agreement
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

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Recommended By: Karl Anthony Wolf 4/9/07  
 Department Director Date

Approved By: [Signature] 4/11/07  
 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	<u>240.00</u>	<u>489.60</u>	<u>509.16</u>	<u>529.50</u>	<u>550.68</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>240.00</u></u>	<u><u>489.60</u></u>	<u><u>509.16</u></u>	<u><u>529.50</u></u>	<u><u>550.68</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No   
 Budget Account No: Fund 0001 Dept 1604 Unit 1604 Object 4410  
 Program \_\_\_\_\_

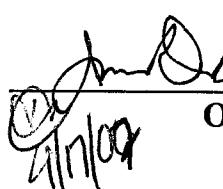
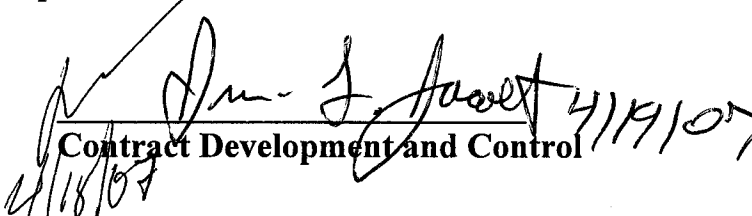
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fiscal impact reflects an estimated April 1, 2007, Certificate of Occupancy effective date and an estimated four percent (4%) annual increase.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

 4-18-07  
 OFMB  
 4/17/07 CN 4/17/07  
 4/19/07  
 Contract Development and Control

**B. Legal Sufficiency:**

 4/19/07  
 Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**

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

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

R41

NO CONTINUING MAP

R42

L

K

4

T40

.40

T41

L

K

1

2

3

4

MARTIN COUNTY

LOXAHATCHEE RIVER NATURAL AREA

36

31

INDIANTOWN

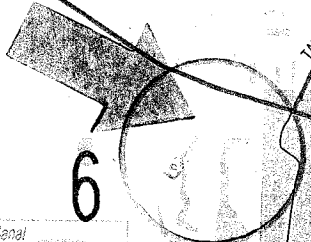
CITRUS RD  
GULFSTREAM

VALLEY OAK PL (183 CT N)  
HOLY OAK LN  
ISLAND OAK  
TAYLOR RD  
OAK HAMMOCK LN (182 LN N)  
SOUTHERN OAK LN (180 LN N)  
92 AV N

ROCKY PINES  
111 TER N RD  
BRIDLE CT  
BRIDLE LN  
173 RD  
DOGWOOD TR N  
DOGWOOD TR S  
PINEWOOD TR  
WILDWOOD  
RANDOLPH  
112 TER N  
110 AV N  
167 PL N  
108 TER N  
107 DR N  
106 TER N  
105 DR N  
174 ST N  
172 ST N  
171 ST N  
96 WY N  
97 WY N  
96 TER N  
95 AV N  
96 TER N  
166 WY N  
90 TER N  
103 TER N  
104 TER N (THUNDER RD)  
103 CURRYCOMB CT  
176 LN N  
175 RD N  
174 ST N  
172 ST N  
171 ST N  
96 WY N  
97 WY N  
96 TER N  
95 AV N  
96 TER N  
166 WY N  
90 TER N

JUPITER FARMS

JUPITER FARMS PARK



6

RIVERBEND/REESE GROVES PARK

SEE PG 12

ATTACHMENT # 1

LOCATION MAP



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**FIRST AMENDMENT TO  
LEASE AGREEMENT**

**between**

**S & S ENTERPRISES, INC.**

**(Landlord)**

**and**

**PALM BEACH COUNTY, FLORIDA**

**A POLITICAL SUBDIVISION OF THE**

**STATE OF FLORIDA**

**(County)**

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**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT (R2006-1267) (the "First Amendment"), made and entered into \_\_\_\_\_, by and between S & S ENTERPRISES, INC., a Florida corporation, hereinafter referred to as "Landlord" and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of Palm Beach County Sheriff's Office, hereinafter referred to as "County".**

**WITNESSETH:**

**WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as the Sierra Square Plaza located at 9250-9270 Indiantown Road, Jupiter, Florida 33478; and**

**WHEREAS, Landlord and County entered into a Lease Agreement on July 11, 2006 (the "Lease"), for the Premises described as Unit C-8 in Building C at Sierra Square Plaza; and**

**WHEREAS, County also desires to lease space on the Sierra Square pylon marquee sign (the "Entrance Sign") located adjacent to the entrance to Sierra Square Plaza on Indiantown Road; and**

**WHEREAS, Landlord and County have agreed to amend the Lease to provide for the lease of space on the Entrance Sign.**

**NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined or amended herein shall have the same meaning as ascribed to them in the Lease.
2. **Article I, Section 1.01 Premises** is hereby amended to include the following in the Premises subject to the Lease:

**Position #6 on the Entrance Sign as identified in the drawing attached hereto as Exhibit B-1 and by reference made a part hereof.**

3. **Article II, Section 2.01 Annual Rent** is hereby modified as follows to reflect an increase to the Annual Rent of Four Hundred Eighty and no/100 Dollars (\$480.00), said increase being based on an additional Forty and no/100 Dollars (\$40.00) per month due for the lease of the Entrance Sign (the "Entrance Sign Rental"):

The Annual Rent shall be Seventeen Thousand Seven Hundred Fifty and 95/100 Dollars (\$17,750.95). The Annual Rent shall be payable in equal monthly installments of One Thousand Four Hundred Seventy-Nine and 24/100 Dollars (\$1,479.24).

4. In the event the Rental Commencement Date as defined in the Lease shall have occurred prior to the First Amendment Effective Date, the Entrance Sign Rental shall be paid retroactively to Landlord by County for the period commencing on the Rental Commencement Date and ending with the due date of the first monthly installment of the Annual Rent due after the First Amendment Effective Date. The retroactive payment of the Entrance Sign Rental shall be prorated in accordance with Section 2.04 if necessary.

5. **Article XVI Entrance Sign** is hereby added as follows:

**ARTICLE XVI  
ENTRANCE SIGN**

The Entrance Sign provides twelve 2' by 6' blank sign faces on the east and west sides of the sign. County shall utilize Position #6 as identified on the attached Exhibit "B-1". In the event County desires a position on the Entrance Sign other than Position #6, County hereby acknowledges that position selection is made on a first come, first serve basis and is subject to change based on availability. County shall submit plans for the design, lettering, logo and colors for County's sign face to Landlord for approval by Landlord or Landlord's agent prior to installation, which approval shall not be unreasonably withheld, conditioned or delayed. Installation of the County's design and/or lettering on County's sign face shall be done by Landlord at no additional cost to County. Notwithstanding anything to the contrary contained herein, the maintenance and repair of the Entrance Sign including County's sign face shall be the responsibility of the Landlord, at Landlord's sole cost and expense.

6. Except as set forth herein, the Lease remains unmodified and in full force and effect, and Landlord and County hereby ratify, confirm, and adopt the Lease as amended hereby.

7. This First Amendment 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 Commissioners (the "First Amendment Effective Date").

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

WITNESS:

Linda D. Eddings  
Sign Name  
Linda D. Eddings  
Print Name  
Kellie D Kelly  
Sign Name  
Kellie D Kelly  
Print Name

LANDLORD:

S & S ENTERPRISES, INC., a  
Florida Corporation

By: [Signature]  
Title: President

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: [Signature]  
Department Director

**SCHEDULE OF EXHIBITS**

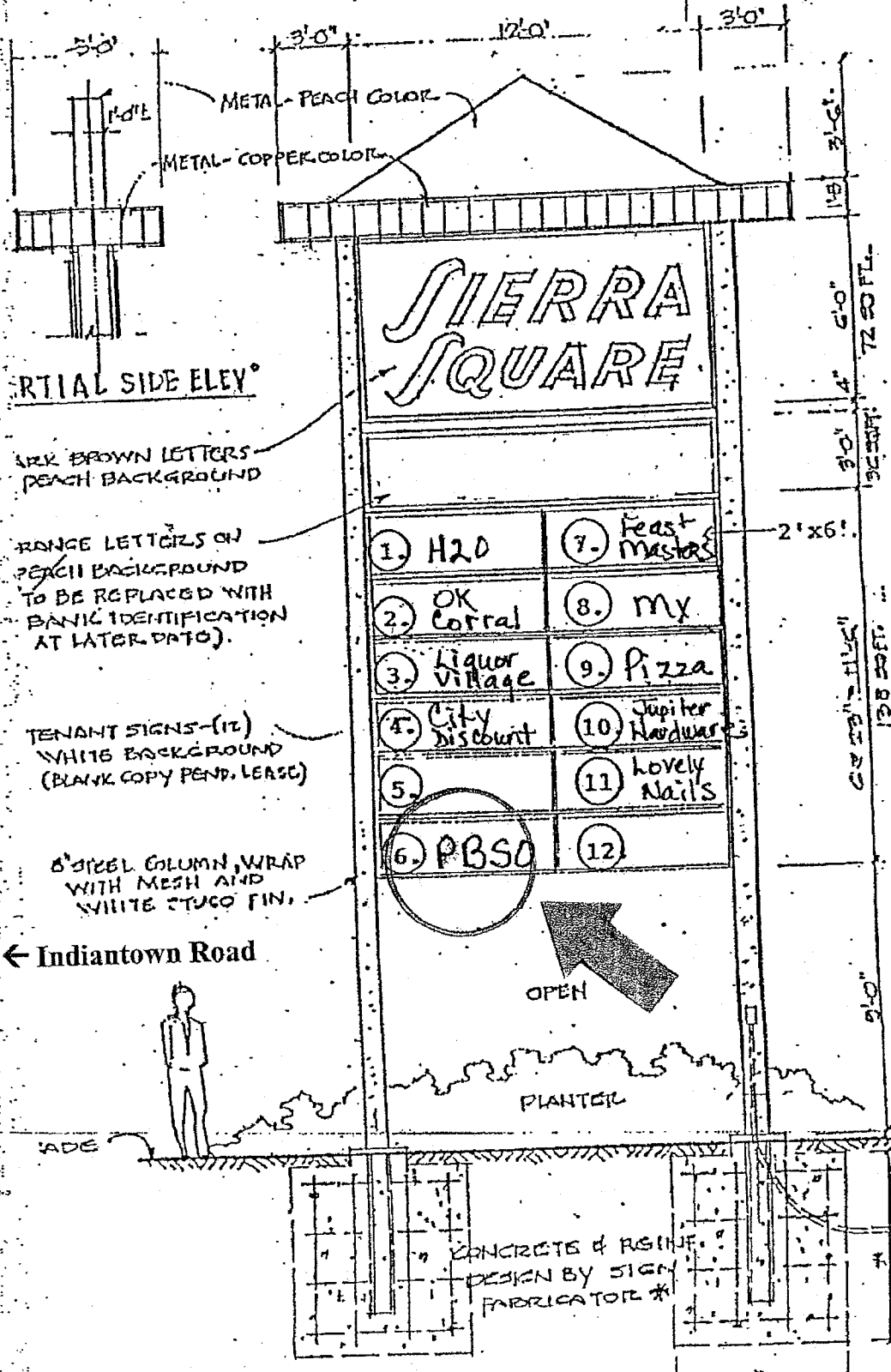
**EXHIBIT "B-1" - DRAWING OF ENTRANCE SIGN**



EXHIBIT "B-1"

DRAWING OF ENTRANCE SIGN

SIERRA TENANT SHOPPING PLAZA GROUND F



ARK BROWN LETTERS PEACH BACKGROUND

BRONZE LETTERS ON PEACH BACKGROUND TO BE REPLACED WITH BANK IDENTIFICATION AT LATER DATE.

TENANT SIGNS - (12) WHITE BACKGROUND (BLACK COPY PEND. LEASE)

6" STEEL COLUMN, WRAP WITH MESH AND WHITE STUCCO FIN.

← Indiantown Road

← North (view is looking east)

Sierra Square Plaza →

OPEN

PLANTER

CONCRETE & REINFC. DESIGN BY SIGN FABRICATOR \*

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: \_\_\_\_\_ 2/28/2007

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

RECEIVED

SENT TO: Major Dan Smith, PBSO

MAR 20 2007

PROJECT NAME: PBSO Sierra Square Amendment 1

IS ITEM INCLUDED IN CURRENT BUDGET: YES \_\_\_\_\_ NO \_\_\_\_\_

BUDGET ACCOUNT NO:

FUND: \_\_\_\_\_ DEPT: \_\_\_\_\_ 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	_____	_____	_____	_____	_____
OPERATING COSTS	<u>240.00</u>	<u>489.60</u>	<u>509.16</u>	<u>529.50</u>	<u>550.68</u>
EXTERNAL REVENUE	_____	_____	_____	_____	_____
PROGRAM INCOME (COUNTY)	_____	_____	_____	_____	_____
IN KIND MATCH (COUNTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$240.00</u>	<u>\$489.60</u>	<u>\$509.16</u>	<u>\$529.50</u>	<u>\$550.68</u>

PROPOSED BCC MEETING DATE: \_\_\_\_\_ 4/10/2007

BAC APPROVED BY:

*Capt. C.H. Callery*  
*PER. Major Dan Smith*

DATE:

*3/2/07*

ATTACHMENT # 3

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, Tom Vani, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of S+S Enterprises, Inc. (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: 400 High Point Dr. - Suite 500  
Cocoa, FL 32926

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 lease 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.

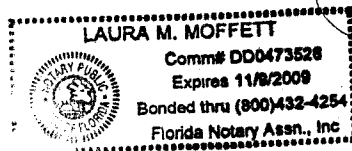
FURTHER AFFIANT SAYETH NAUGHT.

Tom Vani, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2007, by T.A. Vani  
[  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.

Notary Public

Laura M. Moffett  
(Print Notary Name)



NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: \_\_\_\_\_

ATTACHMENT # 4

## EXHIBIT "A"

### PROPERTY

Sierra Square Plaza  
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.