## $3 H-15$

## Agenda Item \#:

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

Meeting Date:<br>Department: Facilities Development \& Operations<br>August 21, 2007<br>[X] Consent [ Ordinance<br>[ ] Regular<br>[ ] Public Hearing

## I. EXECUTIVE BRIEF

## Motion and Title: Staff recommends motion to approve:

A) a Second Amendment to Lease Agreement (R92-471D) with Shiraz, Inc., for the Airport Center Hilton Hotel; and
B) a Bill of Sale conveying the County's interest in the Records Storage Building to Shiraz, Inc.

Summary: On February 7, 2006 (R-2006-0273), the Board approved an Amendment to Lease Agreement which implemented a settlement of the apportionment of condemnation award in the condemnation lawsuit between FDOT, the County and Shiraz involving the widening of Southern Boulevard in front of the County's Airport Center Complex. The Amendment to Lease Agreement requires the County to transfer ownership of the former Records Storage Building to Shiraz upon vacation thereof by the County and payment by Shiraz of $\$ 327,000$. As the County has now vacated the Records Storage/Health Club Building, this Second Amendment adds the Records Storage Building into the hotel'sleased premisesand the Bill of Sale transfers title to the Records Storage Building. Shiraz will pay $\$ 327,000$ to County upon approval of the Second Amendment. Also, Shiraz will be required to maintain the current fire system water line and pump serving the Airport Center Building II (Building II) until such time that the County installs a separate system. (PREM) District 2 (HJF)

Background and Justification: The Lease Agreement for the Airport Center Hilton Hotel was originally entered into with the Federal Deposit Insurance Corporation on March 24, 1992 (R-92-471). On May 14, 1992, the Lease was assigned to Shiraz. The First Amendment was approved on February 7, 2006 (R-20060273). The County relocated the previous occupants of the Airport Center Complex (PZ\&B and Engineering), to Vista Center in the $3^{\text {rd }}$ quarter of 2006 and has removed the equipment from the Records Storage Building. Upon receipt of $\$ 327,000$ from Shiraz, the County will deliver the Second Amendment and Bill of Sale to Shiraz. Until the County installs a separate fire system water line and pump to serve Building II, Shiraz will be responsible to maintain the fire system water line and pump that also serves Building II. Further, in Section 4 of the Amendment, the Minimum Annual Guaranteed Annual Rental was incorrectly listed as $\$ 100,000$ instead of $\$ 110,000$. The Second Amendment corrects this scrivener's error.

## Attachments:

1. Location Map
2. Second Amendment To Lease Agreement
3. Bill of Sale


## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Is Item Included in Current Budget: Yes $\qquad$
Revenue Account No:
Fund 3804 Dept 411 Unit $\qquad$ Object $\qquad$
Program $\qquad$
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funds are restricted for use only with Airport Center improvements.
C. Departmental Fiscal Review: $\qquad$

## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

B. Legal Sufficiency:


Assistant County Attorney Amenotoment rot signed at time of CAO review:
C. Other Department Review:


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> Department Director

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

## EXHIBIT "D"

SITE MAP


## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (R-92-471D) (the "Second Amendment") is made and entered into $\qquad$ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County") and SHIRAZ, INC., a Florida corporation ("Shiraz").

## WITNESSETH:

WHEREAS, County and the Federal Deposit Insurance Corporation ("FDIC") entered into that certain Lease Agreement dated March 24, 1992 (R-92-471D), which lease was assigned by FDIC to Shiraz, Inc., pursuant to the Assignment of Lessee's Interest under Lease dated May 14, 1992 (the "Lease"); and

WHEREAS, County and Shiraz were named as defendants in an eminent domain proceeding filed by the State of Florida Department of Transportation relating to property which is the subject matter of the Lease and certain adjoining property owned by County, which property is referred to herein as the "Airport Center"; and

WHEREAS, County and Shiraz entered into a Stipulated Order for Apportionment (the "Order") relating to such litigation which required the parties to amend the Lease in accordance with the Order, and said Amendment to Lease (the "First Amendment") was made on February 7, 2006 (R2006-0273); and

WHEREAS, pursuant to the Order and the First Amendment, upon County's vacation of the Records Storage/Health Club Building located at the Airport Center, the County is required to transfer ownership of the Records Storage/Health Club Building to Shiraz and amend the Lease to include the underlying land as described in Exhibit " B " attached hereto and made a part hereof (the "Land"); and

WHEREAS, the County has vacated the Records Storage/Health Club Building.
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Lease, as amended.
2. The original Exhibit " $A$ " to the Lease is amended to include the Land and is hereby replaced by Exhibit " $A$ " attached hereto and made a part hereof, and the premises described therein, together with all improvements and appurtenances thereto shall be, collectively, the "Demised Premises".
3. Within ten (10) calendar days after approval and execution of this Second Amendment by County, Shiraz shall submit to County's Property \& Real Estate Management Division (PREM) a cashier's check in the amount of Three Hundred Twenty-Seven Thousand and no/100 Dollars ( $\$ 327,000.00$ ) (the "Transfer Funds") as payment for transfer of ownership of the Records Storage/Health Club Building from County to Shiraz. Upon receipt of the Transfer Funds, County shall deliver to Shiraz the Bill of Sale attached hereto as Exhibit "C" conveying the Records Storage/Health Club Building to Shiraz. The transfer of ownership of the Records Storage/Health Club Building (the structure including fixtures, but not the Land) shall be effective upon the Effective Date as that term is hereinafter defined. The exact Effective Date shall be established by written notice from the Director of PREM to Shiraz. The transfer shall be "As Is", without warranty and subject to all matters of record.
4. The scrivener's error pertaining to the Minimum Guaranteed Annual Rent in Section 4 of the First Amendment is hereby corrected. The Minimum Guaranteed Annual Rental payable pursuant to the Lease shall remain $\$ 110,000$ (not $\$ 100,000$ as stated in the First Amendment) as provided in Section IV.A. of the Lease.
5. Shiraz shall maintain the current fire system water line and pump to the Airport Centre Building II, said building being depicted on Exhibit " $D$ " attached hereto and made a part hereof, until County notifies Shiraz that a new separate fire system water line and pump have been installed by County and activated. Installation of the new fire system water line to Airport Centre Building II and the disconnection of the existing line shall be done at County's sole cost and expense.
6. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective (the "Effective Date") only when: (i) it has been signed by all parties, (ii) it has been approved by the Palm Beach County Board of County Commissioners, and (iii) County has received the Transfer Funds.
7. Except as set forth herein, the Lease, as amended, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Lease, as amended, hereby.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

Signed in the presence of:
(Signature)
(Print name of Witness)
(Signature)
(Print Name of Witness)

ATTEST:
(Signature)
$\overline{\text { (Print name) }}$, its Secretary

SHIRAZ:
SHIRAZ, INC.
a Florida corporation

By: $\qquad$
(Signature)
(Print Signatory's Name)
Its: $\qquad$ President

| STATE OF ___ | ] |
| :--- | :--- |
| COUNTY OF ___ | $]$ |

The foregoing instrument was acknowledged before me this $\overline{\text { President of }}$ day of , 2007, by the $\begin{aligned} & \text { Pho is personally known to me OR who produced }\end{aligned}$ as identification and who did $\qquad$ take an oath.

Notary Public
Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

## ATTEST: <br> SHARON R. BOCK <br> CLERK \& COMPTROLLER

By: Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:
County Attorney

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

By:
Addie L. Green, Chairperson

APPROVED AS TO TERMS AND CONDITIONS

By:
Department Director

## EXHIBIT＂A＂

## LEASED PROPERTY



## BENCI MARK LAND SURYEYING \＆MAPPING，INC． <br> MEMUEK FLORIDA SOGIETY OF．PROFESSIONAL LAND SURYEYORS <br> LEOAL UESCHIPTIOH FOR PAROEL $\downarrow$ AT PBIA HILTOII

A MAHCEL OF LAHD LYIHO IH gEOTIOH T2，TONNGHXP 1J SOUIH， HAIUE $4 J$ EAST，FRLH BEACH COUHTY，FLORIDA，AIDD EEIHO HORE PARTICULARY DESCRLEED AS FOLLOKS

COHHEHCIHO AT THE SOUTHEAGT CORHER OF SAID SECTIOH， THEHCE，HORTH OO＇OS＇2日＇EAST，ALOHO THE EAST LIUE OF BAID SECTION，A DISTANCE OF， 100.00 FEETI THENCE，HORTII日月＊SJ＇A日．WEST，ALOHO THE HORTH DIOHT OF NAY LIHE OF

 HOMTH 20．51＇J2．VEST，A DIETAHCE OF，JOO，OO FEETJ THERCE， HOATH $00^{\circ} 00^{\prime} 0 O^{\prime}$ EAST，$\Lambda$ DISTAHCE OF， 235.00 FEETI THEHCE， HORTII QO＇OO＇OO＇WEET，A OIETAHCE OF， 155.00 FEETJ THENOE， HOATII OOMOD＇00＇EAST，A HORTH 35＊00＇00＇EAST，A DIGJAHCE OF，OO DO FEETI THEHCE HORTH 10．00＇00＇KEST，A DISTAHCE OF，OO，OO FEETI IHEHCE， HORTH 14．00＇00＇EAST，A DIETAHCE OF， 10.00 FEET IUEHCE HORTH 67．00＇00＇WEST，A DIGTAHCE OF， 10.00 FEETJ THEHCE， HORTH．07．30＇00＇EAET，A DIETAHCE OF，2日．64 EEETI TOTHE POIHT OF BEGIIHIIIOI

THEHCE，HORTH 07 ＊35．39＊XEET，A DIETANCE OF， $2 J, 77$ EEET THEHCE，GOUTH $11^{\circ} 1^{\prime \prime} 14^{\prime \prime}$ XEST，$\lambda$ DIBTAHCE OF， 135,00 FEETI THEHCE，gOUTH 17．21＇OOV VEST．A DIBIANCE OPAGO GAOIUB OF TO A POTHI OH A CURYE COHCAVE EASTERLX HAVINTA $10^{\circ} 10^{\prime \prime}$ 59.96 FEETI AHD WHOGE RADIUB POIHT BEARE SOUTII $122^{\circ} 27$ EAST，THEHCE，GOUTHERLY＇ALOHG GAID CURVE，THROVOII A CEHTRAL AllOLE OF 9O＇OO＇OO＇A DIETAHCE OP，OA．1日 FEET IO THE EHO OF SAIO CURVE，THEHCE，BOUTI 47＇10＇4＇KEBT，A DISTAILCE OF，LOS．OOEEET，THEHCE，HORTH A2＇3日＇S9＇NEST，A DISTAHCE OF， $100.00^{\circ}$ FEET，THEHCE，HORTH 47．21＇01＂EABT，A DISTANCE OF，34，DO FEETI THEHCE，HORTH 4ZOJOSg VEST，A DISTAILCE OF，95；53 FEET，THEHCE．HORTH 47． 21 OI EAST．A UISTANCE OF， 71.00 FEET，TO THE POIHT OF GURVATURE OF A CURVE COHCAVE SOUTHERLY HAVIHG A QADIUS OF 105.74 FEETI THEHCE，EASTERLY ALOHO GAID CURVE，IHROUOH A CEHTRAL AHOLE OF 5J＇00＇25＇A DISTAHCE OF， 97.82 EEET TO THE EHD OF BAID CURYE，IHEHCE，HORTH $022^{\circ} 04^{\prime 2} 1^{\circ}$ EABT，A DLGTANCE OF，33J， 14 FEET，THEHCE，HORTH 87＇35＇38．YEST，A DISTANCE OF，9J． 07 FEETI TO THE POIMT OF CURVATURE OF $\AA$ CURVE COHCRYE SOUTHEAGTERLY HAVIHG A RADIVG OF 6O．00 FEETI THEHCE SOUTHKESTERLY，RLOHO $3 A 10$ CURVE，THROUOH A CEHIAAL AKOLE． 3．1．54＇27\％ 1 DIETAHCE OF，S4，J6 EEET TO．IHE POTHL OF AEVEASE CURYATUAE OF A CURVE CONCAVE HORTHERLY HAVIHO A RADIUS OF 14.30 FEET，THEHCE，VESTERLY ALONO BAID CURVE， THINUUOH A CEHTRAL AHOLE OF OS•3J＇O日＇A DIGTAHCE OF，21．JS EEET TO THE POIHT OE IAHOEHCY，THEHCE，NORTH 54．16＇5日．
 EST，$\hat{A}$ DSTAME COHCAVE HORTHKESTERLX HIOSE RAOIUS POIITT BEARG HORTH． 56 ＂ 26 THE EABTRRCY RIOHT OF HORTHEASTERLY ALOHO SAID CURVE THROUOH A CEHTHAL AHOLE OF WAY LIHE OF AUSTAALIAH AVEHUE G THRO TO THE EHD OF EAID 19．2J＇35＂A OISTAICE OF，18日．87 FEET TO THE ENCE OF，BO．00 CURVE，THEHCE，SOUTH 7日＊O1＇17＇EAGT，A OISTANCE OF， 132.00 FEET，THEHCE，SOUTH OQ＇OO＇OO＇EAST，K DISTANCE OF 20.00 FEET，THEHCE，SOUTH 6日＇00＇00＇EABT，A OIGIAICE OF， 270.00 FEET，THE\｜CE，SOUTH 1日 OS＇OO EAST，A DISTANCE OF，60．00
 FEET，THEHCE，SOUTH OF BEOIHHIHQ，

COHTAIUIHO B，QO ACHEG HORE OR LESS
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SUITE 121 － 4152 W，BLUE HERON DLYD． RIVIERA DEACH；FLORIDA 33404 •（305）848－2102

## EXHIBIT＂A＂

## LEASED PROPERTY

## 要而

## BENCH MARK LAND SURVEYING \＆MAPPING，INC

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURYEYORS

## LEOAL DESCRIPTIOH FOR PARCEL 2 AT PBIS HILTOH

A PARCEL OF LAHD LYIHO IH SECTIOH 32 ，TOKHSIILP 13 EOUTH， MAHOE 13 EAST，PALH 日EACH COUMTY，FLOMIDA，AHD BEINO HORE PABTICULARY DESCRIBED AS FOLCOHBI

COHMEHCIHO AT THE gOUTHEABT CORHER OF BAID gectioll， THEHCE，HORTH OOQOS＇2日＂EAST，ALOHO THE EAGT LIHE OF SAID EETIOH，A DISTAMCE OF， 100.06 FEETI THEHCE，HONTH 07．53＇AE．YESI＇，SLOHO THE HORTH RIOHT OF HAY LIHE OF SOUTHERH BOULEVARD，A DIGTAHCE OF， 100.06 FEET，THEHCE， HORTH OOPO5＇2日＊EAST，A DIETAHCE OF，264．50 FEETI TO THE poilt of bealmili 0

THEHCE，gOUTH OOOOS＇2日，HEST，A DIGTAHCE OF．，4L．17 VEETI TO A POIMT OH A CURVE COHCAVE HORTHHEETERLY HAVIHO A MADIUS OF $35.00 \cdot$ FEETI AHD MHOBE RADIUB POIHT BEARG HORTH 73004＇05＇HEST，＇THEHCE，GOUTHHESTERLY ALONO SAID GURVE， THROUOH A CENTHAL AHOLE OF $75^{\circ} 3^{\prime \prime} 07^{\prime \prime}$ A DIETANCE OE，16．19 FEET TO THE POIHT OF TAHGEHCY，THENCE，HORTH 07＇27＇03＇ HEST，A DISTAHCE OF， $19 \theta^{\circ}, 1 \mathrm{~B}$ EEET，TO A POIHT OH，A CURYE COHCAVE HORTHEASTERLY HAYIHO－A RADIUS OF $4 \theta, 01$ FEET；AHD WHOSE RADIUS POIHT BEARE HORTH 02032＇05＇EASTI THEHCE， HORTHHESTERLY ALOHG SAID CURVE，THROUOII A CENTRAL AHOLE OF 117＇O5＇A2＂A DISTAMCE OF，9日，11 EEET TO THE EHD OF SAID CURVE，THEHCE，HORTH 47．21＇00＂EAST，＂A DISTAHCE OF，65．00＂ FEETI THEHCE，HORTH $42^{\circ} 39^{\prime} 00$ NEST，A DISTAIICEOOF， $158.00{ }^{\circ}$ FEET，THEHCE，SOUTH 47 21＇00＇HEST，$A$ UISTANCE OE，120．00 FEET，THEHCE，HORTH A2．3B＇59＊HEST，A DISTAIHCE OF，393．35 FEET，TO A POLHT OH A CURVE COHCAVE EASTERLY HAVIHO A RADIUS OF 30.00 FEETI AND KHOSE RADIUS POIIT BEARS HORTII 47019＇43＇EAST，THEHCE，HORTHERLY ALOHO SAID CURVE， THROUOII A CEHTRAL AMGLE OF $90^{\circ} 00^{\prime} 00^{\circ} A$ DISTAIICE OF，47．12 FEET TO THE ELID OF SAID CURVE；THENCE，HORTH 47＇21＇00＂ EAST，A DISTAMCE OF，314．57 FEETI THEHCE，GOUTH 12．39．OO． EAST，$\wedge$ DISTAHCE OF， 77.44 feET，TO $A$ POIHT ON A CURVE COHCAVE VESTERLY HAVIHO A RADIUE OE 112,00 FEETI AHD KHOSE RADIUS POIHT BEARS NORTH $57^{\circ} 5^{\circ} 3^{\circ} 05^{\circ}$ VESTI THEHCE，HORTHERLY ALOHO SAID CURVE，THROUOH A CEHTAAL AHGLE OF 30．02＇34＇$\Lambda$ DISTAHCE OF， 5 B． 73 FEET TO THE POIHT OF TAHOEHCY，THEHCEM， HORTH $02^{\circ} 04^{\prime} 21^{\circ}$ EAST，$A$ DISTAHCE OF， 90.00 FEETI THEHCE， SOUTH 07．55．39＂EAST，A DIBTAHCE OF， 20.00 EEETI THENCE， HORTH O2．0．1．21．EAST，A DISTAHCE OF，125．00 FEETI THEHCE， SOUTH B7．55．39．EAST，A DIGTAHCE OF，S．OD FEETI THELICE， SOUTH O7•30＇00＇HEST，$\lambda$ DISTAHCE OF， 28.84 FEETJ THEMCE， SOUTH 67000＇00＇EAST，A DISTAHCE OF， 10,00 FEET，THENCE， SOUTH $14^{\circ} 00^{\prime} 00^{\circ}$ HEST，A DISTAHCE OE， 10.00 FEETI THEHCE， SOUTH 4000＇00＇EAST，$\lambda$ DISTAHCE OF， 90,00 FEET，THENCE， SOUTH $35^{\circ} 00^{\circ} 00^{\prime}$ HEST，$A$ DIETAHCE OF，60．00 FEETS，THEHCE， SOUTH OOOOO＇OO，EAST，A CISTANCE OF， 155.00 FEET，THEHCE， HOATH 90000＇00＇EAST，A DISTANCE OE， $2 J 5.00$ EEET，THEHCE， SOUTI OO＇00＇00＇EAST，A DISTAHCE OF，2J00，00 FEET，TO THE FOIMT Of BEGIHMIHG．

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## EXHIBIT＂A＂

## LEASED PROPERTY

## 4 <br> BENCH MARK LAND SURYEYING \＆MAPPING，INC

MEMAER FLORIDA SOCIETY OF PROFESSIONAL LAND SURYEYORS
LEOAL DESCRIPTIOH EON PARCEL 3 AT PBIA HILTON
A PARCEL OF LAND LYIMO IH SECTION 32 ，TOHHSIIIP 13 gOUTH， RAHOE AJ EAST，PALH EEACH COUHTY，ELORIDA，AHD BEIHO HORE PARTICULARY DEBCNIBED AG rOLLOWSI

COHHENCYHO AT THE GOURYEABT CORNEA OF SAID BECTIOH， THEHCE，HORTH OOCOS＇284 EAST，ALOHO THE EAST LINE OF EAID gectioll，A DIsTAHCE OF， 100.06 EEET，THENCE，NORTI日7．53＇4日．KEST，ALOMO THE HORTH RIOIIT OF HSY LIME OF SOUTHERH GOULEVARD，$\lambda$ DISTAHCE OF， 100.06 EEET，THEHCE， COHTIHUE，HORTH 日7．53＇AB＂HEST，ALOHO SAID LIME，A DISTAMCE OF， 951.48 EEETI TO THE POINT OF BEOLNHIHO」

THEHCE，HORTII $060^{\circ} 55^{\prime 4} 46^{\circ}$ EAST，A DISTANCE OF，SO．03 FEETI THEHCE，HORTH $38^{\circ} 58^{\prime} 29^{\circ}$ EAST，A DISTAllCE OF，41．77 EEETI THENCE，HORTH $46^{\circ} 51^{\prime 1} 1 \theta^{\prime \prime}$ EAST，$\lambda$ DISTAllCE OF， 91.73 FEET THEHCE，HORTH 47＊24＇25＂EAST，A DISTAHGE OF，44．12 FEET： THEHCE，HORTH $42^{\circ}$＇J $5^{\prime} 25^{\prime \prime}$ KEST，A DISTAHCE OF，55．31 FEETI TO A POINT OH A CURVE CONCNVE EASTERLY HAVIHO A RADIUG OF 35.74 FEETI AHD HHOSE RADIUS．POINT DEARS HORTH 47424．35＂ EAST，THENCE，HORTHERLY ALOHO EAID CURVE，THROUOH A
CENTRAL AHOLE OF $45^{\circ} 29^{\prime 5} 57^{\circ}$ A DISTAHCE OF，2日． 3 E FEET TO THE EHD OF SAID CURVE，THEHCE，HORTII O2＊54＇32＇EAST，A DISTAHCE OF， 120.00 FEET，THENCE，NORTH $47^{\circ} 21^{\prime} 00^{\circ}$ EAST，\＆ DISTAMCE OF，107．B3 FEET，THENCE，HORTH 42．30＇59＇HEST，A DISTAHCE OF， 37.25 EEET，THENCE，HORTH 47•21＇00＂EAST，A DISTAHCE OF， 160.00 EEETJ THEIICE，SOUTH 42030＇59＊EAST， DISTAHCE OF， 363.54 FEETI TO A POIHT OH A CURVE COHCAVE HESTEMLY HAYIHO A RAUIUG OF 20.00 FEET，AHD HHOSE RAUIUB
 SAID CURYE，THROVGH A CEMTRAL AHGLE OF 90000＇OO＇A DISTAHCE OF， 31,42 EEET TO THE POIHT OF TAMOEHCY，THENCE， SOUTH 47＇21＇00＇HEST，A DISTANCE OE， 39.00 EEET，THEHCE， HORTI $42^{\circ} 3^{\prime \prime} 9^{\prime} 00^{\prime}$ HEST，$A$ DISTAllCE OF， 80.00 EEETI THENCE， SOUTH 47 $7^{\circ} 21^{\prime} 00^{\prime}$ WEST，A DISTAHCE OF， 298.00 FEETI TICEMCE， SOUTH 42．39＇00＇EAST，A DIETAHCE OF， 18.00 FEETI THEHCE， SOUTII 47021＇00＇HEST，A DISTRHCE OF， 37.36 FEETI THEHCE， HORTH 42035＇25＇WEST，A DISTAHCE OF， 90,00 FEETI THEHCE， SOUTI $47^{\circ} 21^{\prime} 00^{\circ}$ KEST，A DISTANCE OE， 73.87 EEETI TO TILE pOIllt of CURVATURE OF a CURVE COHCAVE GOUTHEASTERLY HAVIHO A RADIUS OF 50.00 FEET THEHCE，SOUTHHESTERLY ALOHO gAID CURVE，THROUGH A CEMTRAL AHOLE OF 45•14＇40＂A DIGTAHCE OF． 39.49 FEET TO THE POIHT OF TAHOEHCY，THEHCE，SOUTH 20．06＇12＂HEST，A DIETAHCE OF， 19.90 FEET，THENCE，HORTH
Y 日寸．53．4B．HEST，ALOHO SAID LIME，A DKSTAHCE OF，57．40 feeti to the foimt of beginhiho．
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## EXHIBIT "A"

## LEASED PROPERTY


#### Abstract

P.B.I.A. HILTON

DESCRIPTION OF HENLTII CLUB PAMCEL. A PARCEI. OF LAND LYING IN GECTION 32, TOHMSHIP 43 SOUTH, RANGE AJ EAST PALH RFACH COUMTX FLOAIDA, SNID PARCEL OF LAND DEING MORE PARTICULAILY DESCNIDED RS FOLLONS:

COHMENCING AT GHE SOUTHEAST CORMER OF SNID SECTION 32 ; TILENCE, NORTH $00^{\circ} 05^{\circ} 25^{\circ}$ EAST, A DISTANCE OF 100.06 FEET TO A ROINT OH TIEE HORTII RIGIIT OF WAX LINE OF SOUTIERA BOULEVARD ISTATE MOAD MO, DOJ; THENCE, NOMTI D $7^{\circ} 53^{\circ} A \theta^{n}$ HEST, ALONG SALD RIGHT OF HAY LINE, A DISTAHCE OF 2J0. 16 EEET FOR A POIHT OF BEGIIMIMG:

THENCE, NORTH 17021'OO* FAST, A DISTANCE OF 120.00 FEETJ THEHCE, NORTH A2039'00" WEST, A DISTANCE OF 15日.00 FEET TUENCE SOTH OEGT A DYSTAHCE OF 120.00 FEET: THENCE, SOUTH A-0Jg'OO" HEST, A DISTHACE OF 15B.ODEEET TO THE POIHT OF BEGIHMING.

COMTNINIHG: 0.14 NCRES, HORE OR LESS. SUDJECT TO EASEHENTE, RESTRICTIONS, REGERUATIONS ARD RIGHTS-OF-WAY OF RECORD.


## EXHIBIT "B"

## THE LAND


#### Abstract

P.B.I.A. HILTOH

DESCRIPTIOH OE HENLTI CLUB PARCEL A PARCET, OF LAKD LYING IN SECTION 3\%, TOHNSIIP AJ SOUTH, RANGE AJ ENST, PALH BEACH COUHTY, FLOAIDA, SAID LAND.DEING HORE PAHTICULARLY DESCRIDED AS FOLLOWS !

COHMENCIHG AT OHE SOUTHEAST CORNER OF SAID SECTIOH 32; THFHCE, NORTH $00^{\circ} 05^{\prime} 2 Q^{\prime \prime}$ FAST, A DISTAHCE OF 100.06 FEET TO A ROIHT ON THE NORTII RICHT OF WAY LIHE OF SOUTHERH BOULEVARD (STATE ROND NO. DO): THENCE, NOITII D70 S3.4日" HEST, ALOHG SAID RIGHT OF HAY LINE, $\quad$ D DISTAHCE OF 2J0. 16 FEET FOR A POIHT OF DEGIHNJHG:

THEHCE, HORTH $97^{\circ} 21^{\circ} 00^{*}$ FAST, A DISTAHCE OF 120.00 FEETJ THENCE, HORTH $12^{\circ} 30^{\circ} 00^{\circ}$ HEST, $N$ DISTANCE OF $15 B .00$ EEET; THEHCE, SOUTH $17^{\circ} 21^{\circ} 00^{\circ}$ HEST, A IISTANCF OF 120.00 FEET; THEHCE, SOUTH $9=39^{\circ} 0^{\circ}$ HEST, $A$ DIGTRHCE OF 158.00.EEET TO THE POINT OF BEGIHNING.

COHTNIHMG, 0.41 nCRES, MORE OR LESS. sUUJECT TO EASEHEMTS. RESTIICTIOHS, MFSERUATIOHS AND RIGMTS-OF-HAY OF RECORD.


## EXHIBIT "C"

## BILL OF SALE

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that PALM BEACH COUNTY, a political subdivision of the state of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401, party of the first part, for and in consideration of the sum of TEN AND NO/100'S (\$10.00) DOLLARS, in lawful money of the United States, to it paid by SHIRAZ, INC., a Florida corporation, whose address is $\qquad$ , party of the second party, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents do grant, bargain, sell, transfer, set over and deliver unto the said party of the second part, its successors and assigns, all those certain goods described as follows:

The records storage building (the structure, including fixtures but not the underlying land)(the "Records Storage/Health Club Building") situated upon the property legally described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same unto the party of the second part, for the term of the Lease Agreement dated March 24, 1992 (R-92-471D) as amended (the "Lease"). Title to Records Storage/Health Club Building is conveyed "As Is", without warranty and subject to all matters of record. Title to the Records Storage/Health Club Building shall revert to party of the first part upon expiration or earlier termination of the Lease.

IN WITNESS WHEREOF, the party of the first part has duly executed this Bill of Sale this
$\qquad$ day of $\qquad$ , 2007.

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

ATTEST:<br>SHARON R. BOCK, Clerk \& Comptroller

## Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:
Assistant County Attomey

## By its BOARD OF COUNTY COMMISSIONERS

By:
Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND CONDITIONS

By:
Department Director

## EXHIBIT "A"

## LAND

#  <br> , <br> BNCH MARK LAND SURVEYING \& MAPPING, INC. <br> MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS 


#### Abstract

B.B.I.A. HILTOH description of lienltu club parcel O PABCEL OF LAHD LYIHG IN GECTION 32. TOHMSHIP 43 SOUTH, RAHGE $1 J$ EAST, PALH MEACH COUNTY, FLORIDAS GMID PARCEL OF LAHD DEIHG MORE PARTICULARLY DESCHIDED AS FOLLOWS:

COHHENCING AT THE SOUTHEAST CORNER OF SAID SECTIOH 32; THENCE, NOATH $00^{\circ} 05^{\circ} 2 \AA^{*}$ EAST, A DISTANCE OF 100.06 FEET TO A ROINT ON TIIE NORTH RIGHT OF WAY LIAE OF SOUTIERN BOULEVARD ISTATE ROAD MO, BO); THENCE, HORTU D $7^{\circ} S^{\circ} 3^{\circ} A 0^{\circ}$ HEST, ALOHG SAID UIGHT OF WAY LINE. A DISTAHCE OF 230.16 FEET FOR A POIMT OF DEGIMNIMG:

THENCE, MORTH $47^{\circ} 21^{\prime} O D^{\prime \prime}$ FAST. A DIETAILCE OF 120.00 FEETI THEHCE, NORTH $42^{\circ} 30^{\circ} 00^{\circ}$ HEST, A"DLSTAHCE OF 15 日.00 FEET: THEMCE, SOUTH A7021.OO* HEST, A HISTANCF OF 120.00 FEET; THEICE, SOUTH A -ojg'oon HEGT, A DISTAHCE OF 15B.00.FEET TO TIIE POIHT OF BEGIMMING. contailing: 0.14 ncReg, hone on less. SUOJECT TO EASEHEHTS, RERTRICTIOHS, RESERVATIONS AND RIGMTS-OF-HAY OF RECORD.


SUITE 121 - 4152 W. ILLUE H1PRON LLVD.

## EXHIBIT "D"

SITE MAP


