



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	<u>46,800</u>	<u>64,740</u>	<u>16,380</u>		
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u><u>46,800</u></u>	<u><u>64,740</u></u>	<u><u>16,380</u></u>		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes XX No \_\_\_\_\_  
 Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410  
 Program \_\_\_\_\_

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

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

**III. REVIEW COMMENTS**

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

John Dub...  
 Capital OFMB  
 DM 9-26-07 9/29/07

Jim J. J... 9/26/07  
 Contract Development and Control  
 6/26/07 9/25/07

**B. Legal Sufficiency:**

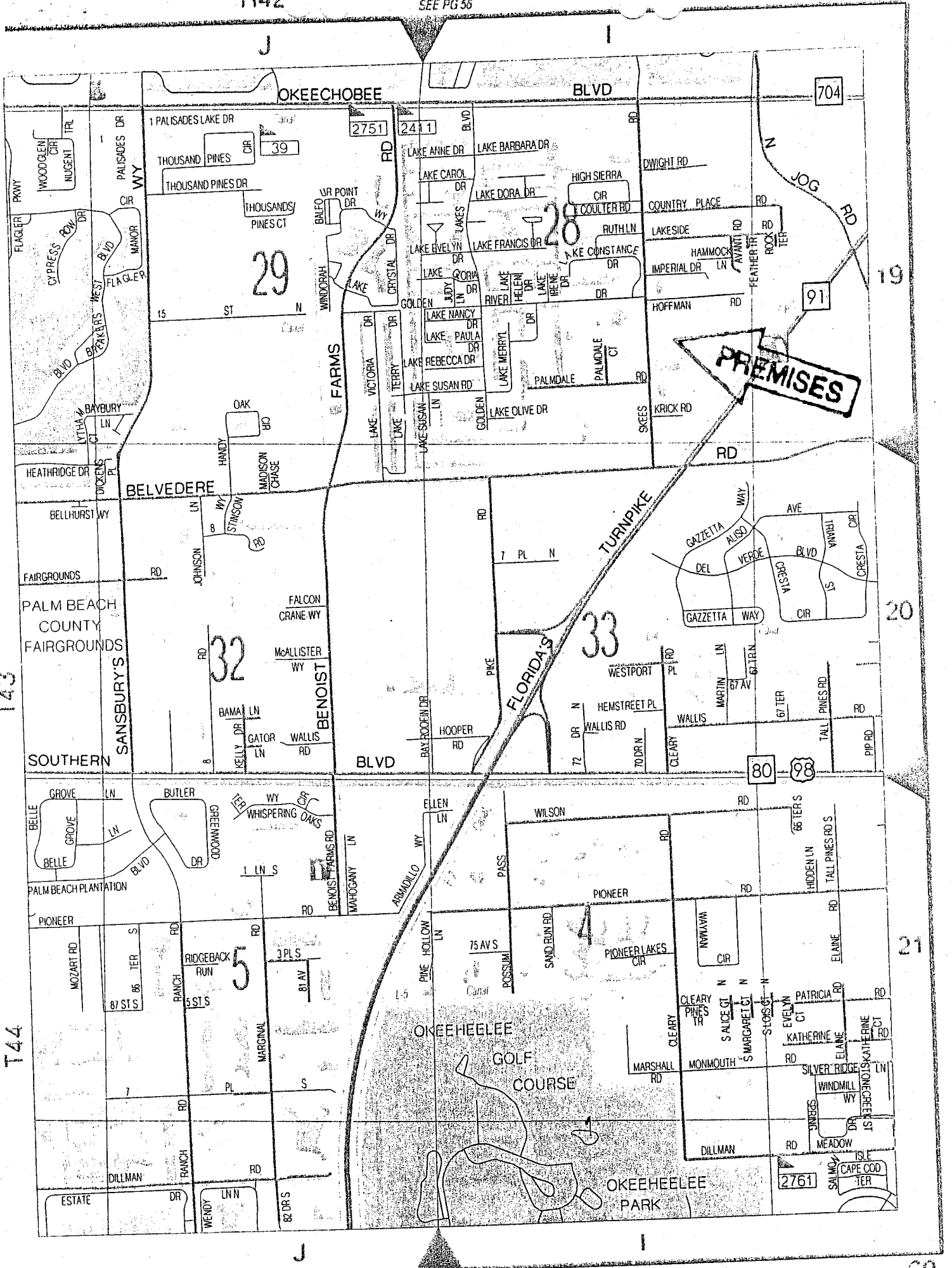
This amendment complies with our review requirements.

James Br... 9/27/07  
 Assistant County Attorney  
 For HF

**C. Other Department Review:**

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

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



T43

T43

T44

LOCATION MAP  
ATTACHMENT #1



**AMENDMENT NUMBER THREE**  
**TO LEASE AGREEMENT**

**THIS AMENDMENT NUMBER THREE TO LEASE AGREEMENT (“Amendment Number Three”)**, made and entered into on \_\_\_\_\_, by and between ASPEN SKEES ROAD, LLC, a Florida limited liability company, hereinafter referred to as “Lessor” and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the PALM BEACH COUNTY’S SHERIFF’S OFFICE, hereinafter referred to as “Lessee”.

**Whereas**, C&D Development, the original Lessor, and Lessee entered into that certain Lease Agreement dated December 16, 1997 (R97-2126D) (the “Lease”) for 3,000 net leasable square feet of warehouse space located at 1438-B Skees Road, West Palm Beach, Florida (the “Premises”), which Lease commenced on January 1, 1998, for a one (1) year term with the option to extend the Lease for two (2) additional one (1) year terms, and which obligated Lessor to perform and construct certain improvements to the Premises; and

**Whereas**, C&D Development sold the Premises to Aspen Skees Road, LLC, and provided written notice of the change in ownership to the Lessee in June, 2007; and

**Whereas**, Amendment Number One to the Lease dated September 21, 1999 (R99-1641D) added an additional 3,000 square feet of net leasable warehouse space to the Premises, added two (2) additional one (1) year extension options to the Lease, and obligated Lessor to perform and construct certain additional improvements to the Premises; and

**Whereas**, Amendment Number Two to the Lease dated December 17, 2002 (R2002-2267) extended the term of the Lease for an additional three (3) year period commencing January 1, 2003, with two (2) additional one (1) year extension options; and

**Whereas**, Lessor has agreed to extend the term of the Lease for an additional two (2) years with three (3) additional one (1) year extension options; and

**Whereas**, Lessor has also agreed to allow Lessee to make certain improvements to the Premises.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions contained herein, Lessor and Lessee agree as follows:

1. Section 1.02, Length of Term and Commencement Date, is modified to provide that the term of this Lease is extended for two (2) years commencing January 1, 2008, and expiring on December 31, 2009.

2. The first paragraph of Section 1.03, Option to Extend, is hereby modified to grant Lessee three (3) additional options to extend the term of the Lease, each for a period of one (1) year, upon the same terms and conditions with the sole exception that the Rent shall be adjusted as specified in Section 2.03 hereof.
3. The first paragraph of Section 2.01, Annual Gross Rent, is hereby modified as follows: Lessee shall pay an annual gross rent in the amount of Sixty-Two Thousand Four Hundred and no/100 Dollars (\$62,400.00), in equal monthly installments of Five Thousand Two Hundred and no/100 Dollars (\$5,200.00), on the first day each month, in advance, for the period January 1, 2008 to December 31, 2008, inclusive. For the period January 1, 2009, to December 31, 2009, Lessee shall pay an annual gross rent in the amount of Sixty-Five Thousand Five Hundred Twenty and no/100 Dollars (\$65,520.00), in equal monthly installments of Five Thousand Four Hundred Sixty and no/100 Dollars (\$5,460.00), on the first day each month, in advance.
4. Section 2.03, Rent During Extended Terms, is hereby modified to read: In the event that Lessee exercises its option(s) to extend the term of this Lease as provided in Section 2 of this Amendment Number Three, the annual gross rent shall be payable as follows:

<u>Period:</u>	<u>Rent annual/monthly:</u>
January 1, 2010 - December 31, 2010	\$68,820.00 / \$5,735.00
January 1, 2011 - December 31, 2011	\$72,240.00 / \$6,020.00
January 1, 2012 - December 31, 2012	\$75,840.00 / \$6,320.00

5. Article IV, Construction of Premises, is modified to add the following Section 4.02:

**Section 4.02 Lessee's Work**

Lessor hereby agrees to allow Lessee, at Lessee's sole option, to perform and construct the improvements to the Premises described on Exhibit "C" attached hereto and made a part hereof ("Lessee's Improvements") at Lessee's sole cost and expense. Lessor acknowledges that Lessee may be required to apply for governmental approval of some or all of Lessee's Improvements, and Lessor agrees to promptly sign any applications or owner's consent forms as may be required as part of the governmental approval process. Lessee agrees to be responsible for compliance with any conditions of approval that may be imposed in connection with any governmental agency's approval of Lessee's Improvements. Should Lessee exercise its option to perform and construct Lessee's Improvements, Lessee's Improvements shall be made and performed in a good and workmanlike manner in accordance with all applicable codes, rules, regulations and procedures of any governmental entity or agency thereof having jurisdiction over the construction of such work.

Lessor acknowledges that Lessee's Improvements, should Lessee exercise its option to perform and construct said improvements, are separate and apart from Lessor's Work and Lessor's responsibilities as set forth in the Lease, as amended, and that nothing contained

herein shall relieve Lessor of Lessor's responsibilities as set forth in the Lease, as amended, including but not limited to Lessor's Work and Lessor's responsibility to maintain the Premises.

Lessor further acknowledges that it is solely responsible for compliance with any regulations or conditions previously imposed upon Lessor in connection with the approval of Palm Beach County Zoning Petition PDD 90-07, as amended (the "Previous Conditions") and that nothing contained herein shall relieve Lessor of its obligation to comply with the Previous Conditions. Restatement of the Previous Conditions or inclusion of the requirements contained in the Previous Conditions in any governmental approval of Lessee's Improvements shall not relieve Lessor of Lessor's obligation to comply with the Previous Conditions or serve to transfer Lessor's obligation to comply with the Previous Conditions to Lessee.

In the event the permit to complete Lessee's Improvements is withheld, conditioned or delayed or any final inspection of Lessee's Improvements is withheld, conditioned or delayed due to Lessor's failure to comply with the Previous Conditions or failure to perform Lessor's Work, Lessor shall remedy the same within thirty (30) days of delivery of notice from Lessee of such failure. In the event Lessor does not comply with the Previous Conditions or perform Lessor's Work within thirty (30) days of delivery of notice from Lessee, Lessee may, at its sole option, complete on behalf of Lessor the work required to comply with the Previous Conditions or Lessor's Work. In the event Lessee completes on behalf of Lessor the work required to comply with the Previous Conditions or Lessor's Work, Lessee may deduct any and all costs and expenses associated with completing said work from the next monthly installment(s) of Gross Rent.

6. Section 13.01, Notices and Consents, is modified as follows:

(a) if to the Lessor at:

Aspen Industrial  
3621 ½ South Dixie Highway  
West Palm Beach, FL 33405

(b) if to the Lessee at:

Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

7. This Amendment Number Three shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

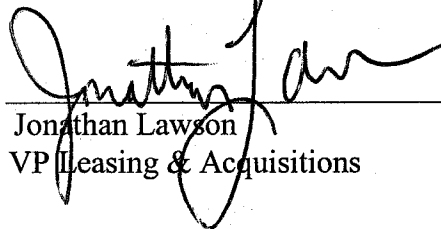
8. Except as modified by this Amendment Number Three, the Lease, as amended by Amendment Number One and Amendment Number Two, remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

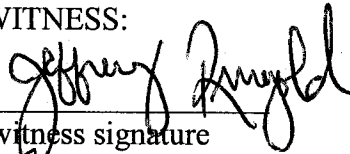
IN WITNESS WHEREOF, the parties have caused this Amendment Number Three to be executed as of the day and year first written above.

LESSOR:

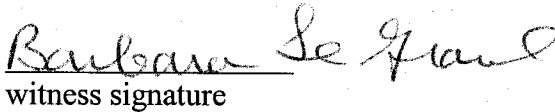
ASPEN SKEES ROAD, LLC  
a Florida limited liability company

By:   
Jonathan Lawson  
VP Leasing & Acquisitions

WITNESS:

  
witness signature

Jeffrey Rinzold  
print witness name

  
witness signature

Barbara LeGrand  
print witness name

ATTEST:

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

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

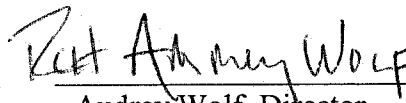
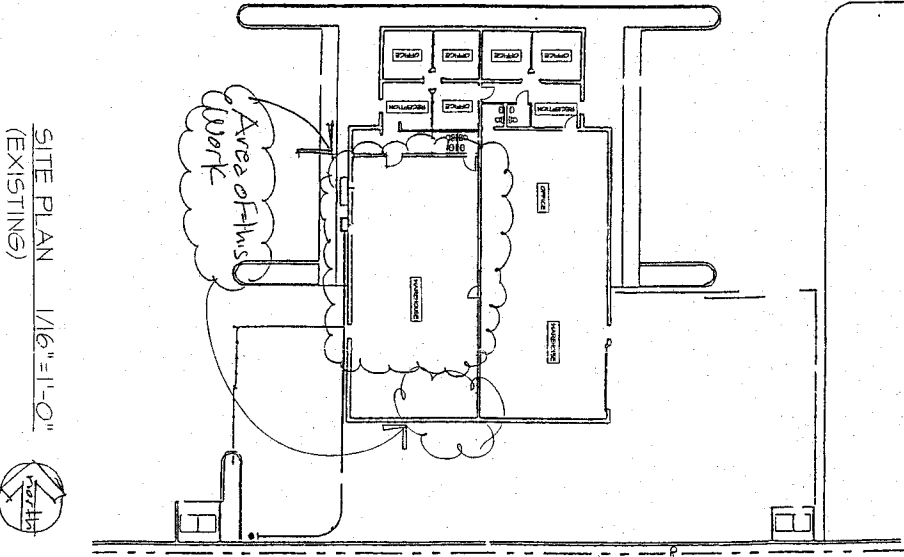
  
Audrey Wolf, Director  
Facilities Development & Operations

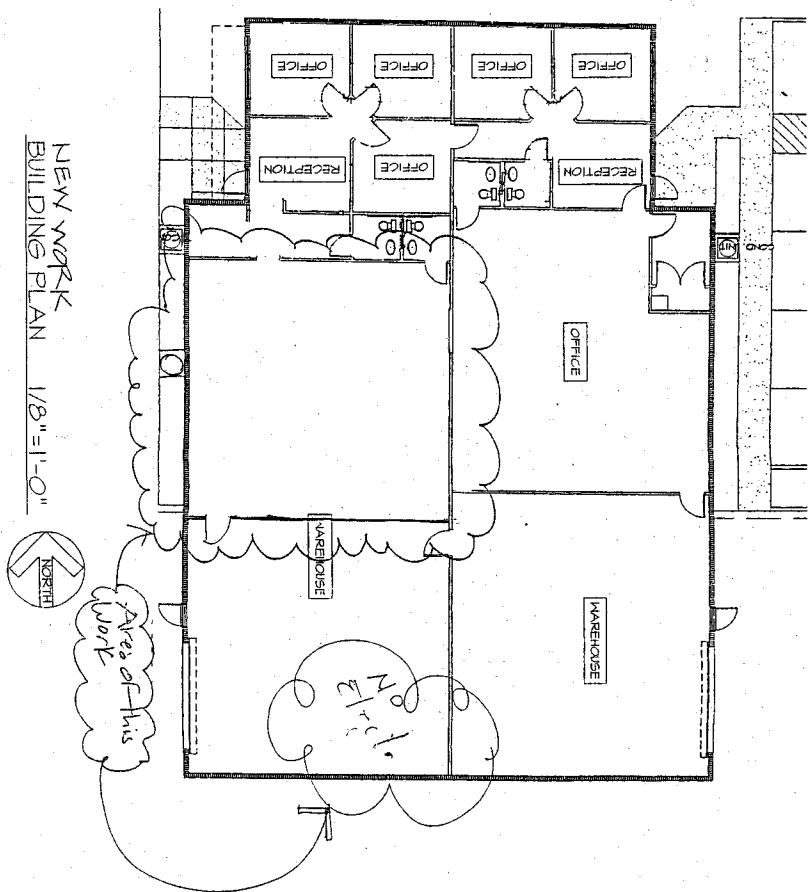


EXHIBIT "C"

LESSEE'S IMPROVEMENTS



jump cutter Hammer - C H Break  
 2nd Double Spines  
 Dibles - 3 3/4 inch Flaw Wall  
 17 - From ceiling to floor  
 19 - " " " " " " with wall  
 Brown Clamps & Rods



preliminary for

SP-1	PROJECT # 06437	DATE 28 DEC 2005 October 2005	AB 8282 LOUIS C. KALLINOSIS, AIA Architectural & construction services 9300 N.W. 12th St. Suite 100 Miami, FL 33122     (305) 591-9212     office 17494 SW 23rd Ct     residence Miami, FL 33157     (305) 232-0653 cell: (786) 355-0268 fax: (305) 591-9630
	PBS/D/ SKEES ROAD BUILDING INTERIOR RENOVATION 1432 SKEES ROAD WEST PALM BEACH, FLORIDA	LOUIS C. KALLINOSIS, AIA	

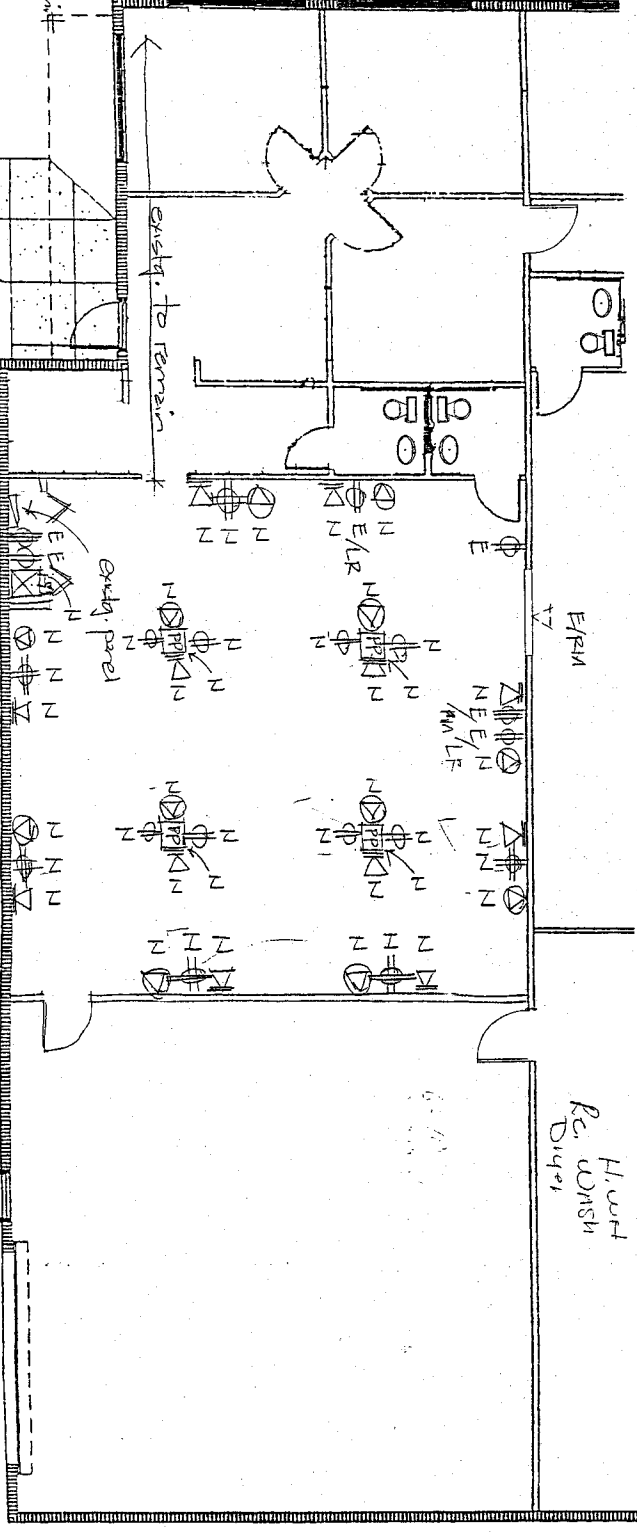
# EXHIBIT "C"

## LESSEE'S IMPROVEMENTS

Page 2 of 3

- Legend of Symbols**
- E- designates existing device
  - N- " " new " " "
  - FM- " " Remove " " "
  - LR- " " Lower " " "
  - 120V/100A dep recept
  - 120V/100A genl recpt
  - special purpose recept
  - electrical panel
  - data tel. jct. (powered) \*
  - data (Coyama) \*
  - power pole (dead)
  - " disconnect for conduit

\* notes: the contractor is to provide a single opening for a box (in) or (out) conduit by polishing/



ELECTRICAL POWER & DATA PLAN (NEW WORK) 1/4"=1'-0"

Note: provide barrier intrusions devices @ new drop-to-panel (by HA Contractor) including sill conduit & wiring field verify existing conditions here

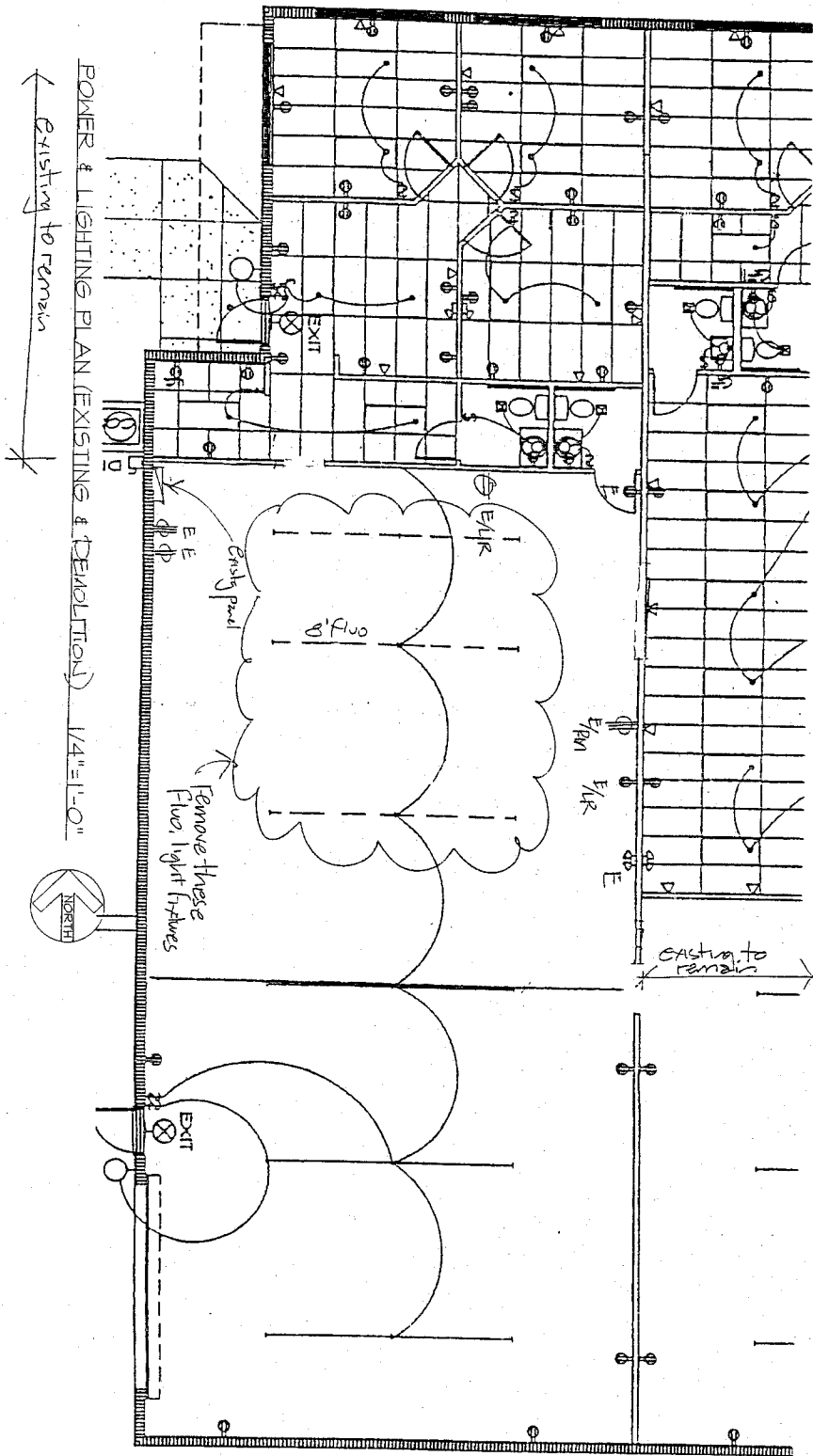
preliminary for:

E-2	<p>PROJECT # 06437          PBSO/ SKEES ROAD BUILDING INTERIOR RENOVATION          1432 SKEES ROAD          WEST PALM BEACH, FLORIDA</p>	<p>DATE          28 DEC 2005          06 Jan 2006</p>	<p style="text-align: right;">AS BIDD  <b>LOUIS C. KALLINOSIS, AIA</b>          architectural &amp; construction services          4500 NW 12 ST BAY #1 office          miami, fl 33172 (305)591-6212          17444 SW 83 CT residence          miami, fl 33151 (305)232-0693          cell (786)855-0268          fax (305)591-4630</p>
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EXHIBIT "C"

LESSEE'S IMPROVEMENTS

Page 3 of 3



- Legend of Symbols
- E- designates exst. device
  - N- " " new
  - KA- " " remove
  - LR- " " lower " (at exit)
  - ⊖- " " 120V/120A duplex
  - ⊕- " " 120V/120A quad recept
  - ⊙- " " special purpose recept.
  - ⊞- " " electrical panel

preliminary for:

E-1	PROJECT # 06437 PBSD/ SKEES ROAD BUILDING INTERIOR RENOVATION 1432 SKEES ROAD WEST PALM BEACH, FLORIDA	DATE 28 DEC 2005 05-15-2006	AB 83520 LOUIS C. KALLINOSIS, AIA architectural & construction services 9500 NW 12 ST BAY #1 office miami, fl 33172 (305)591-9212 1744 SW 33 ST residence miami, fl 33157 (305)232-0653 cell (786)355-0268 fax (305)591-9630
	LARS C. KALLINOSIS, AIA		

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 08/20/2007

REQUESTED BY: Martha LaVerghetta, Property Specialist, FD&O/PREM

SENT TO: Larry Schaner, Fiscal Manager II, FD&O

PROJECT NAME: Auto Theft Task Force, Amendment # 3

IS ITEM INCLUDED IN CURRENT BUDGET: YES  NO

BUDGET ACCOUNT NO:

FUND: 0001 DEPT: 164 UNIT: 1604 OBJ: 4410 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>\$46,800.00</u>	<u>\$64,740.00</u>	<u>\$16,380.00</u>	_____
RENTAL INCOME	_____	_____	_____	_____	_____
PROGRAM INCOME (CTY)	_____	_____	_____	_____	_____
IN KIND MATCH (CTY)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>\$46,800.00</u>	<u>\$64,740.00</u>	<u>\$16,380.00</u>	_____

PROPOSED BCC MEETING DATE: August 21, 2007

BAS APPROVED BY:  DATE: 8.20.07

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, Spencer M. Partrich, 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 Aspen Skees Road, 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: 31550 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334.

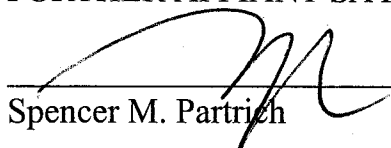
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

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.

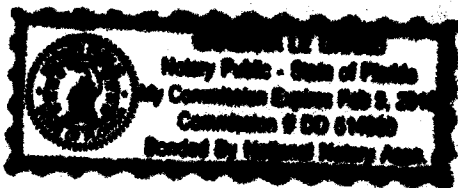
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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.

 , Affiant  
Spencer M. Partrich

The foregoing instrument was acknowledged before me this 2nd day of August, 2007, by Spencer Partrich [  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.



Barbara Le Grand  
Notary Public

Barbara Le Grand  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 2/5/2010

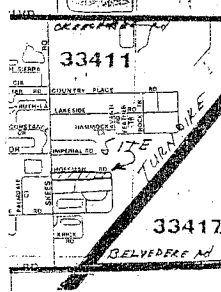
**ATTACHMENT # 4**

PARCEL 1: THE SOUTH 300 FEET OF THE NORTH 360 FEET OF THE WEST 300 FEET OF TRACT 10, BLOCK 4, LESS THE WEST 15 FEET THEREOF FOR ROAD RIGHT-OF-WAY, PALM BEACH FARMS COMPANY 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, PAGES 45 TO 54 INCLUSIVE.

PARCEL 3: THE EAST 90 FEET OF THE WEST 510 FEET OF THE SOUTH 150 FEET OF THE NORTH 210 FEET OF TRACT 10, BLOCK 4, THE 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, PAGES 45 TO 54 INCLUSIVE.

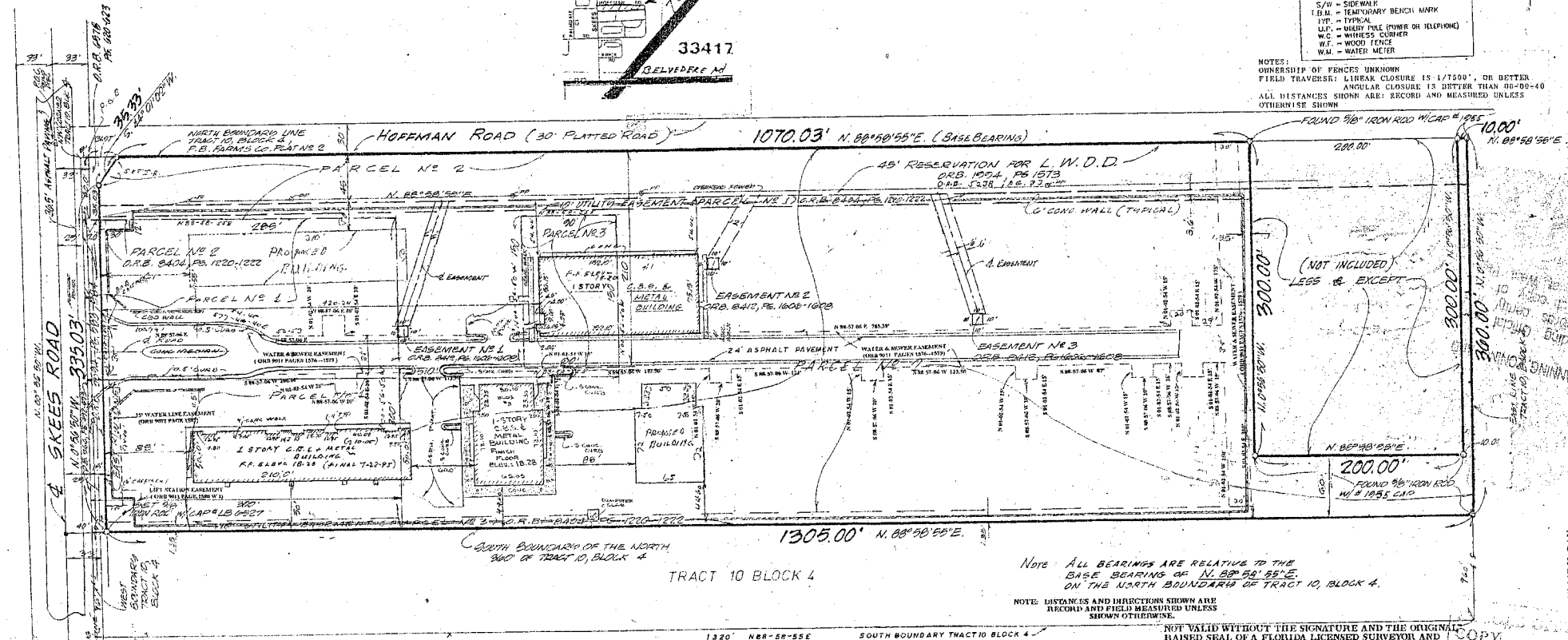
PARCEL 2: THE NORTH 360 FEET OF TRACT 10, BLOCK 4, OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING PORTIONS THEREOF: LESS THE WEST 200 FEET OF THE EAST 210 FEET OF THE NORTH 300 FEET THEREOF; LESS THE SOUTH 300 FEET OF THE NORTH 360 FEET OF THE WEST 300 FEET THEREOF; AND LESS THE EAST 90 FEET OF THE WEST 510 FEET OF THE SOUTH 150 FEET OF THE NORTH 210 FEET THEREOF; AND LESS THE WEST 8 FEET THEREOF CONVEYED TO THE COUNTY OF PALM BEACH IN DEED BOOK 964, PAGE 492. SAID PLAT WAS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, BOTH INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LESS THE FOLLOWING DESCRIBED PARCEL: A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF TRACT 10, BLOCK 4, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT

THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45-54 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT 15 FEET NORTH OF, AND 25 FEET WEST OF THE NORTHWEST CORNER SAID TRACT 10, BLOCK 4, (SAID POINT BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF SKEES ROAD AND HOFFMAN ROAD AS NOW ESTABLISHED) THENCE S 0-56-50 E ALONG THE CENTERLINE OF SAID SKEES ROAD 15 FEET, THENCE N 86-58-55 E 33 FEET TO THE "POINT OF BEGINNING", OF PARCEL HEREIN DESCRIBED, THENCE CONTINUE N 86-58-55 E ALONG THE NORTH BOUNDARY OF SAID TRACT 10, BLOCK 4, 31.97 FEET, THENCE S 44-01-02 W 35.33 FEET, THENCE S 0-56-50 E 35.03 FEET, THENCE S 88-58-55 W 7 FEET, THENCE N 0-56-50 W 60 FEET TO THE "POINT OF BEGINNING", CONTAINING 732 SQUARE FEET OR 0.017 ACRES, MORE OR LESS. SUBJECT TO AN EASEMENT IN FAVOR OF LAKE WORTH DRAINAGE DISTRICT OVER THE NORTH 45.00 FEET THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 5238, PAGE 33, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



- LEGEND
1 - ARC LENGTH
A.M. - ASPHALT
B.M. - BENCH MARK
(C) - CENTERLINE
C.C. - CENTRAL POINT/DELTA
CL - CHAIN LINK FENCE
CH - CHORD
C.H. - CHORD HEIGHT
CONC - CONCRETE
C.B.S. - CONCRETE BLOCK (STRUCTURE)
C.B. - CEDAR BLOCK
D - DESCRIPTION
D.W. - DRAINAGE DITCH
D/W - DRAINAGE
E - ELEVATION
E.M. - EASEMENT
ELEV - ELEVATION
ENC - ENCROACHMENT
EN - FIELD MEASUREMENT
FF - FINISHED FLOOR
FH - FIRE HYDRANT
FCM - FOUND CONCRETE MONUMENT
F.I.P. - FOUND IRON PIPE
F.I.R. - FOUND IRON ROD
F.P. - FOUND PARKER-KALON NAIL
M.H. - MANHOLE
H.A.D. - HAIL AND DISK
O.R.B. - OFFICIAL RECORD BOOK
O.D. - OUTSIDE DIAMETER
O.U.L. - OVERHEAD UTILITY LINE
P.C. - PAGE
P.M.T. - PAVEMENT
P.C.P. - PERMANENT CONTROL POINT
P.R.M. - PERMANENT REFERENCE MONUMENT
P.L. - PLAT BOOK
(P) - PLAT DIMENSION
P.L.M. - PLANNED
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.C. - POINT OF CURVATURE
P.R.C. - POINT OF REVERSE CURVE
P.I. - POINT OF INTERSECTION
P. - POINT OF BEGINNING
R/W - RIGHT OF WAY
SET I.R. - SET #6 IRON ROD & CAP (1985)
S.W. - SIDEWALK
T.B.M. - TEMPORARY BENCH MARK
TYP. - TYPICAL
U.P. - UTILITY POLE (POWER OR TELEPHONE)
W.C. - WITNESS CORNER
W.F. - WOOD FENCE
W.M. - WATER METER

NOTES: OWNERSHIP OF FENCES UNKNOWN
FIELD TRAVERS: LINEAR CLOSURE IS 1/7500", OR BETTER
ANGULAR CLOSURE IS BETTER THAN 00-00-00"
ALL DISTANCES SHOWN ARE: RECORDED AND MEASURED UNLESS OTHERWISE SHOWN

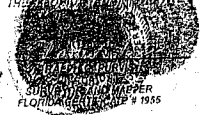


CERTIFICATION:

I HEREBY CERTIFY THIS TO BE A TRUE MAP OF A SURVEY OF THE LANDS AS SHOWN IN THE ABOVE DESCRIPTION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS THE CONTRARY MAY BE SHOWN BY THE RECORDS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN. THIS MORTGAGE SURVEY IS CERTIFIED TO.

Jack E. Cook and Willie H. Day, each a one-half undivided interest as tenants in common C & D Development, a Florida general partnership Palm Beach National Bank & Trust Company, its successors, and/or assigns as their interests may appear Allstate Title Insurance Fund, Inc. Keith C. Austin, Sr., T.A.

NOTE: THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LEGAL DESCRIPTION AS FURNISHED BY OUR CLIENT. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY OUR OFFICE. THIS SURVEYOR MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE ACCURACY OF THE LEGAL DESCRIPTION FURNISHED HIM, OR THE OMISSIONS OF EASEMENTS, RESERVATIONS, RIGHT-OF-WAYS OR INSTRUMENTS OF RECORD.



CERTIFIED TO: JACK E. COOK AND WILLIE H. DAY C & D DEVELOPMENT PALM BEACH NATIONAL BANK & TRUST COMPANY ATTORNEYS TITLE INSURANCE FUND, INC. KEITH C. AUSTIN, JR., P.A.

RAILPH G. PURVIS SURVEYOR AND MAPPER 2370 "C" ROAD LOXAHATCHEE, FLA. 33470 PH# 561-753-2734 FAX 561-798-1950

Table with columns: DATE, BY, REVISIONS. It contains a list of dates and initials for various stages of the survey process.

Table with columns: SCALE, DWG. BY, FB, PG, JOB NUMBER. It contains the drawing scale (1" = 50'), the drafter's name (R.G.P.), and the job number (94-481).

NOTE: THE SURVEY REPORTED HEREIN IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

**EXHIBIT B**

**ATTACHEMENT TO LANDLORD'S  
DISCLOSURE OF BENEFICIAL INTERESTS  
IN  
ASPEN SKEES ROAD, LLC**

The only member of Aspen Skees Road, LLC, a Florida limited liability company, holding a 5% or greater beneficial interest is SMP Skees Road, LLC, a Michigan limited liability company, holding a 10% interest.

Spencer M. Partrich, Trustee of the Spencer M. Partrich Inter Vivos Trust Agreement, holds a 90% interest in SMP Skees Road, LLC. Spencer M. Partrich holds a 100% beneficial interest in the Spencer M. Partrich Inter Vivos Trust.

SMP Florida, LLC, a Michigan limited liability company, holds a 10% beneficial interest in SMP Skees Road, LLC.

No person who holds a beneficial interest in SMP Florida, LLC holds a 5% or greater beneficial interest in Aspen Skees Road, LLC, except Spencer M. Partrich.

The address for Aspen Skees Road, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for SMP Skees Road, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for Spencer M. Partrich and the Spencer M. Partrich Inter Vivos Trust is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for SMP Florida, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

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AFFIDAVIT

Before Me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared SPENCER M. PARTRICH ("Affiant"), who, after being by me first duly sworn, deposes and says that:

1. Aspen Skees Road, LLC a Florida Limited Liability Company ("Lessor") is the owner of and is leasing the following described Leased Property to PALM BEACH COUNTY, a political subdivision of the State of Florida ("Lessee"), to wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEASED PROPERTY

2. SPENCER M. PARTRICH, "Affiant", is the Manager of Aspen Skees Road, LLC.
3. Said Company is in full force and effect and has been in full force and effect throughout its ownership of the above described Leased Property.
4. The Company provides the Affiant with full power to lease.
5. The subject transaction will not violate the Company.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

  
 \_\_\_\_\_  
 SPENCER M. PARTRICH, Manager

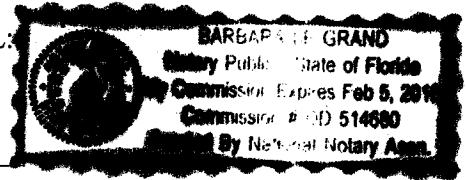
State of Florida  
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this 2nd day of August, 2007, by SPENCER M. PARTRICH, as Manager of Aspen Skees Road, LLC, a Florida Limited Liability Company, who is personally known to me.

Barbara LeGrand  
Notary Public, State of Florida

My Commission expires: 2/5/2010

SEAL:







# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SY  
LAUTR-1

DATE (MM/DD/YYYY)  
08/20/07

<b>PRODUCER</b>  Hylant Group - Troy 2401 W Big Beaver, Suite 400 Troy MI 48084 Phone: 248-643-8750	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Lautrec, Ltd. (See Named Insured Below) Attn: Frank Roth 31550 Northwestern Hwy. #200 Farmington Hills MI 48334	INSURER A: <b>Travelers Property Casualty Co</b>	<b>036161</b>
	INSURER B: <b>Federal Insurance Company</b>	<b>020281</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Terrorism Incl</b> <input checked="" type="checkbox"/> <b>Mold Excl</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y630363K0393  NO DEDUCTIBLE	04/15/07	04/15/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	79853557	04/15/07	04/15/08	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER					

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

Named Insured: Aspen Skees Road, LLC Location: 1426-1486 Skees Rd., W Palm Beach, FL 33411.

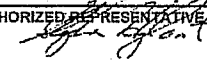
Note: Certificate holder full name: Palm Beach County Board of County Commissioners

**CERTIFICATE HOLDER**

**CANCELLATION**

Palm Beach Cty Bd of Commrs  
 Property & Real Estate Mgmt  
 Attn: Director  
 2633 Vista Parkway  
 West Palm Beach FL 33411-5605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


**ACORD****EVIDENCE OF PROPERTY INSURANCE**

OP ID: SY

DATE (MM/DD/YY)  
08/20/07

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

<b>PRODUCER</b> Hylant Group - Troy 2401 W Big Beaver, Suite 400 Troy MI 48084 Stephen T. Hylant		<b>PHONE/FAX</b> (AC, No, Ext): 248-643-8750 /	<b>COMPANY</b> Lexington Insurance Company P.O. Box 3600-19 Boston MA 02241	
<b>CODE:</b> AGENCY CUSTOMER ID #: LAUTR-1		<b>SUB CODE:</b>		
<b>INSURED</b> Aspen Skee Road, LLC c/o Lautrec - Attn: Frank Roth 31550 Northwestern Hwy. #200 Farmington Hills MI 48334		<b>LOAN NUMBER</b> 89000146	<b>POLICY NUMBER</b> 2079229	
		<b>EFFECTIVE DATE</b> 04/15/07	<b>EXPIRATION DATE</b> 04/15/08	
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		
THIS REPLACES PRIOR EVIDENCE DATED:				

<b>PROPERTY INFORMATION</b> LOCATION/DESCRIPTION 001 Commercial Buildings 1426-1486 Skees Road W. Palm Beach FL 33411	
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COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Primary Property: Lexington Ins Co. #2079229 Property Damage Limit: 1st Excess Carrier: Mt Hawley MCP #144075 1st Excess Property Limit 2nd Excess Carrier: RSUI	\$10 mil	\$10,000
Special Perils Incl Wind/Hail -Replacement Cost No Coinsurance Loss of Rents Incl in limit/180 days Extended BI Ordinance/Law: Cov A: \$5,000,000 Cov B: \$500,000 Cov C: \$500,000 Mold Excluded Terrorism - Lexington Insurance; Policy #: 9406644	\$5 mil \$25 mil	\$10 mil \$15 mil
	\$50 mil	\$25,000

**REMARKS (Including Special Conditions)**  
 Building: \$3,315,000  
 Rents: \$1,395,000  
 30 days written notice provided to certholder/mortgage except non payment of premium is 10 days.  
 Mortgagee Clause: Wachovia Bank, National Association, as Master Servicer on behalf of LaSalle Bank National Association, as Trustee for the benefit of the Certificate Holders of, Commercial Mortgage Pass-Through Certificates Series JPMCC 2007-LDP11

**CANCELLATION**  
 THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

<b>ADDITIONAL INTEREST</b> NAME AND ADDRESS Palm Beach County Board of Commissioners- 2633 Vista Parkway West Palm Beach FL 33411-5605		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED Tenant
		LOAN #	
		AUTHORIZED REPRESENTATIVE 