



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Rent)	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>	<u><b>(\$1.00)</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_

Budget Account No: Fund 0001 Dept 580 Unit 5110 Program \_\_\_\_\_ *Rev. 4902 Source*

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

*General Fund - Parks and Recreation - administration*

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

**III. REVIEW COMMENTS**

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

*A. White 8-28-08*  
 OFMB *8/28/08* *MD 8/28/08* *cn 8/27/08* *SK 8/28/08*  
*8/29/08*  
*Don L. Jacoby 8/29/08*  
 Contract Development and Control  
**This amendment complies with our review requirements.**

**B. Legal Sufficiency:**

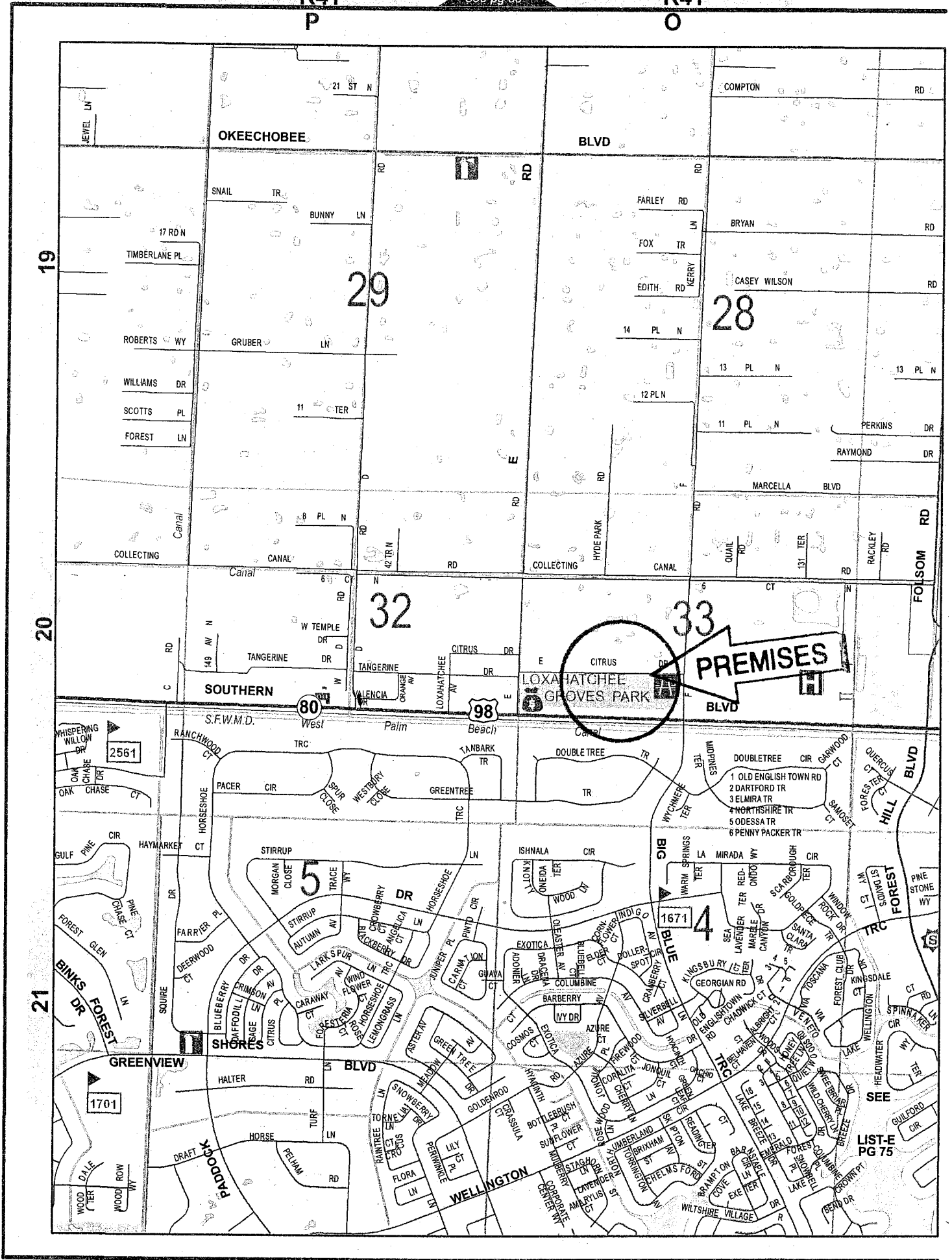
*[Signature]* 9/2/08  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**Background and Justification:** Upon expiration or termination the Lease, County has the right to request removal of some or all improvements, by providing the Chamber either, ninety (90) days notice or by providing a one (1) year notice, respectively. The Chamber will be responsible for any and all costs associated with any such removal. Under this First Amendment, the Chamber has the right to grant a leasehold mortgage to obtain financing. The County will deliver the Landlord's Consent to the Chamber at such time as the loan closes. Upon receipt of a temporary certificate of occupancy for the new building, the Chamber shall demolish and/or remove the existing modular structure. Upon completion of the new building, this First Amendment will allow the Chamber to charge a reasonable usage fee to other entities, to defray costs such as janitorial and security services. Based on the Chamber's continued service to the community and the proposed construction of the new facility, Staff supports approval of this First Amendment. 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, but does not require such Disclosure in connection therewith when the County leases property to a tenant. Since the Statute does not require the Disclosure and since this is an amendment to the Lease Agreement which was already approved by the Board, Staff did not request such Disclosure.



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1671

PREMISES

LOCATION MAP

ATTACHMENT # 1

4



T43

T7

T44

RESOLUTION NO. 200\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A THIRTY YEAR EXTENSION TO THE TERM OF AN EXISTING LEASE OF CERTAIN REAL PROPERTY TO PALMS WEST CHAMBER OF COMMERCE, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Palms West Chamber of Commerce, a not for profit corporation authorized to do business in the State of Florida ("Chamber"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County (i) grant a thirty year extension to the term for the lease of certain real property owned by Palm Beach County and leased to Chamber by lease dated September 10, 2002 (R2002-1572) for use by Chamber as a visitors center and for public meetings and information purposes, and (ii) grant Chamber the right to grant a leasehold mortgage on the leased property;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals.**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Extend Lease of Real Property.**

The Board of County Commissioners of Palm Beach County shall extend the term of the lease to Palms West Chamber of Commerce, pursuant to the First Amendment to the Lease attached hereto and incorporated herein by reference, for a term of thirty (30) years and an annual rental of One Dollar (\$1.00), the real property identified in such Lease for the use identified above.

**Section 3. Authorization to Grant Leasehold Mortgage.**

The Board of County Commissioners of Palm Beach County grants Palms West Chamber of Commerce the right to grant a leasehold mortgage pursuant to the First Amendment to the Lease

attached hereto.

**Section 4. Conflict with Federal or State Law or County Charter.**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 5. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- COMMISSIONER ADDIE L. GREENE, CHAIRPERSON
- COMMISSIONER JOHN F. KOONS, VICE CHAIR
- COMMISSIONER KAREN T. MARCUS
- COMMISSIONER ROBERT J. KANJIAN
- COMMISSIONER MARY MCCARTY
- COMMISSIONER BURT AARONSON
- COMMISSIONER JESS R. SANTAMARIA

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: Robert Anthony Wolf  
Department Director

6

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
PALM BEACH COUNTY  
AND  
PALMS WEST CHAMBER OF COMMERCE, INC.**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "First Amendment") is made and entered into \_\_\_\_\_ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and PALMS WEST CHAMBER OF COMMERCE, INC., a Florida not for profit corporation ("Tenant").

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into a ten (10) year Lease Agreement dated September 10, 2002 (R2002-1572) (the "Lease"), with the option to renew for one additional period of ten (10) years, wherein Tenant leased from County certain lands identified therein as the Premises; and

**WHEREAS**, the parties wish to amend the Lease to (i) change the term of the lease to extend the term for thirty (30) years commencing upon the approval of this amendment; (ii) redefine "Project" to increase the size of the building to be constructed on the Premises; and (iii) add language allowing Tenant to pledge its leasehold interest in order to obtain financing of the Project; and

**NOW, THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which are 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 Term of this Lease is hereby extended for a period of thirty (30) years (the "Term") commencing upon the Effective Date of this First Amendment as hereinafter defined unless sooner terminated pursuant to the provisions of this Lease. This Lease may be extended beyond the end of Term by mutual consent of the parties.
3. Article I, Section 1.03 Option to Renew, is hereby deleted in its entirety.
4. Exhibit "B" to the Lease is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto.
5. Article III, Section 3.02 Construction of Project, is deleted in its entirety and replaced with the following:
  - (a) Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. County hereby conceptually approves the improvements to be

constructed on the Premises as described in Exhibit "B" attached hereto (the "Project"). Prior to commencing construction of the Project, Tenant shall prepare detailed design and construction plans and specifications, including construction phasing plans, for the Project in accordance with the conceptual plans previously approved by County, and shall submit same to the Palm Beach County Parks & Recreation Department (the "Department") for the Department's prior review and written approval on behalf of the County. The Department shall have thirty (30) days to review and approve the detailed design and construction plans, and such approval shall not be unreasonably withheld. In the event that the Department has comments which are required to be addressed before the Department's approval can be granted, such comments shall be provided in writing to the Tenant within the 30-day time frame. The Department shall review and approve any revisions within thirty (30) days of submittal by Tenant. The plans submitted by Tenant shall be deemed approved by the Department in the event the Department fails to provide written comments within such review time frames. No work whatsoever shall be performed by Tenant until Department has reviewed and approved in writing the design, construction and phasing plans for Project and Tenant demonstrates to Department that Tenant has sufficient funds to complete all such phases of Tenant's work.

(b) Upon approval of the design, construction, phasing and funding plans by the Department, and upon receipt of the necessary government approvals, Tenant shall be authorized to commence Project in accordance with the plans approved by the Department. Tenant shall make its best effort to provide Department with no less than thirty (30) days written notice prior to the commencement of construction. Upon commencement of construction, Tenant shall diligently prosecute said construction to completion strictly in accordance with the plans and specifications approved by Department within two (2) years from commencement of construction. Any changes required or requested from the approved plans and specification which materially affect the use and occupancy of the Premises ("Material Change") shall be submitted to the Department. A Material Change for the purpose of this subsection shall include (i) those revisions to the Project (excluding changes to the drainage or parking for the Project) that involve the expenditure of over \$5,000 to effect the change, or (ii) any revision to drainage or parking for the Project regardless of the dollar amount required to effect the change. The Department shall have 15 days to review any proposed Material Change and approve or provide comments to Tenant in writing. Under no circumstances shall the Tenant proceed with a Material Change which has not received approval from the Department.

(c) County is operating a park on the property adjoining the Premises. Tenant and County agree to cooperate in the design of the Project so that each party's improvements and operations on their respective properties do not negatively impact the other party's operations on the other party's properties.

(d) Tenant shall be responsible for obtaining, at its sole cost and expense, all zoning and land use approvals which are necessary or required to permit, construct, and operate the Project and shall further be responsible for satisfying, at



its sole cost and expense, all conditions which may be imposed in connection with said approvals. Additionally, any conditions of approval on the Premises or which extend beyond the limits of the Premises or involve the dedications of land, easements or other similar restriction which impact the County's title to the property and that are required by any regulatory agency (including departments of the County acting in their regulatory capacity) require approval by the County which may be granted or withheld by County in its sole discretion.

(e) Tenant acknowledges that the approval of the conceptual and detailed design and construction plans pursuant to Section 3.02 is for consistency with the terms, conditions, intent and purposes of this Lease only and in no way constitutes regulatory approval by the County to commence construction. The Tenant also acknowledges that it will not use this Lease, or the requirements of the Lease, as a basis for argument that the Tenant should be relieved of, or have modified conditions, and/or interpretations of any regulatory requirements. Nothing contained herein shall be construed to alter, limit, or eliminate the obligation of the parties to comply with applicable ordinances, statues, and laws relating to such approvals.

(f) Tenant shall take all reasonable precautionary measures to protect County's adjoining property and improvements against damage during the construction of Project. In the event that during the course of construction of Project, the adjoining property and/or improvements owned by County suffers any damage which is reasonably attributable to Tenant's construction activities, Tenant shall repair all said damage, using materials of like kind and quality, at Tenant's sole cost and expense promptly after notification by County of the need for such repair.

(g) All improvements, including drainage and landscaping, made by the Tenant shall be of attractive construction and first-class design and shall comply with any and all applicable governmental laws, regulations, rules, codes, and orders, and shall follow standard construction methods.

(h) Tenant shall design the Project and obtain funding and permits for the Project within three (3) years from the Effective Date of the First Amendment to the Lease. Except as otherwise provided herein, Tenant shall complete the construction of the Project in its entirety within five (5) years from the Effective Date of the First Amendment to the Lease. In the event Tenant fails to obtain all funding and permits and complete construction within the deadlines established herein, Tenant's right to construct the Project may, at County's sole discretion, be terminated. In the event County elects to terminate Tenant's right to construct the Project, Tenant's use of the Premises shall revert to the use in place under, and subject to the terms of, the original Lease in place prior to the adoption of this First Amendment, and the terms of the original Lease shall automatically be reinstated ("Reinstatement") except as modified by the provisions contained herein which are designated to survive Reinstatement. County shall notify Tenant in writing if County elects to terminate Tenant's right to construct the Project. County shall identify in such notice which, if any, of Tenant's improvements

made in conjunction with the construction of the Project Tenant shall be required to remove. Tenant shall remove any improvements as required pursuant to the notice within sixty (60) days after Tenant's receipt of such notice, at Tenant's sole cost and expense. Tenant's obligation to remove all improvements as required pursuant to such notice, within sixty (60) days and at Tenant's sole cost and expense, shall survive Reinstatement.

6. Article IV, Section 4.01 Use, is hereby modified to add the following:

Tenant may charge a reasonable fee for use of the meeting rooms by entities other than Tenant, the sole purpose of said use fee being to defray the actual cost to Tenant of providing staff, janitorial services, and security for use of the meeting rooms by entities other than Tenant. Tenant shall submit its schedule of use fees to the Department annually for Department's approval, which approval shall not be withheld provided that use fees are reasonable. If required by Department, Tenant shall provide documentation showing how Tenant arrived at its proposed fee schedule. This provision shall survive Reinstatement.

7. Article IV, Section 4.05 Surrender of Premises, is hereby deleted in its entirety and replaced with the following:

**Section 4.05 – Title to Improvements/Surrender of Premises.**

**a. Project/Improvements.** During the Term of this Lease, Tenant shall be deemed to be the owner of the Project and any additional improvements constructed by Tenant during the Term of this Lease. County shall be entitled, at its option, to have the Premises returned to County free and clear of the Project and/or some or all of the improvements constructed by Tenant, the removal of which shall be performed by Tenant at Tenant's sole cost and expense. County shall notify Tenant in writing of County's decision regarding removal of the Project and/or some or all of the improvements thereto (the "Removal Notice"). The Removal Notice shall inform Tenant (i) which, if any, improvements (including Project) County wants removed from the Premises, and (ii) Tenant's deadline for performance of the work, which deadline shall be based upon the nature of the work to be performed. To the extent possible, County shall provide Tenant with the Removal Notice at least ninety (90) days prior to the effective date of the expiration of the Term of this Lease or its sooner termination as provided herein. Failure of County to provide Tenant with the Removal Notice at least ninety (90) days prior to the expiration or termination of the Term shall not relieve Tenant of its responsibility to perform the work specified in the Removal Notice. In the event the ninety (90) day period extends beyond the termination or expiration of the Lease, the Term of the Lease shall be extended through the end of the ninety (90) day period for the sole purpose of allowing Tenant to perform the work specified in the Removal Notice. Notwithstanding anything to the contrary contained herein, in the event County decides to require Tenant to remove all improvements (including Project) from the Premises, County shall provide Tenant with a Removal Notice at least one (1) year prior to the expiration of the Term of this Lease. In the event County requires the removal of all improvements (including Project), Tenant shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear

excepted. Tenant shall be obligated to grade the land and stabilize it with sod as part of Tenant's restoration of Premises. If Tenant fails to remove the improvements and restore the Premises as required by the Removal Notice, County may perform the required work on Tenant's behalf and at Tenant's expense and Tenant shall reimburse County for the costs and expenses incurred by County to perform such work within thirty (30) days of County's demand therefor.

**b. Personal Property.** Notwithstanding anything to the contrary contained herein, Tenant shall, at its sole cost and expense, remove its personal property from the Premises prior to the expiration of this Lease or its sooner termination as provided herein; County shall not be required to restate that requirement in the Removal Notice or provide Tenant with access to the Premises after the expiration or termination of the Lease in order for Tenant to complete its removal of its personal property. If Tenant fails to so remove said personal property, title to such personal property shall vest in County and County may remove same at Tenant's sole cost and expense and sell or dispose of the same as County deems appropriate.

**c. Remaining Improvements.** Upon expiration of the Term of this Lease or its sooner termination as provided herein, the Project and all improvements thereto constructed or placed upon the Premises by Tenant, title to which have not previously vested in County hereunder and which are not required to be removed by Tenant pursuant to the Removal Notice, shall become the absolute property of County, and County shall have every right, title and interest therein held by Tenant, and absolute title thereto shall thereafter be vested in County free from all liens and encumbrances created by Tenant.

8. Article X, Assignment and Subletting, is deleted in its entirety and replaced with the following:

#### **ARTICLE X ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding the foregoing, Tenant shall be entitled to grant one (1) leasehold mortgage encumbering the Premises in order to obtain financing to construct the Project. In the event Tenant is required to grant a lender a leasehold mortgage encumbering the Premises in order to obtain financing of the Project, County's sole obligation relating to such leasehold mortgage will be to enter into the Landlord's Consent to Leasehold Mortgage attached hereto as Exhibit "C" (the "Landlord's Consent"), which obligation is contingent upon said Landlord's Consent having been previously executed by Tenant and Tenant's lender and the proceeds of the loan secured by such leasehold mortgage being utilized solely for construction of the Project.

9. Article XIV, Section 14.02(a) is modified to change the address as follows:

If to the County at:

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

This modification shall survive Reinstatement.

10. Article XIV, Section 14.02(d) is modified to change the notice recipient as follows:

With a copy to:

Christopher Santamaria, Esq.  
675 Royal Palm Beach Blvd.  
Royal Palm Beach, FL 33411

This modification shall survive Reinstatement.

11. Except as set forth herein, the Lease as amended remains unmodified and in full force and effect, and County and Tenant hereby ratify, confirm, and adopt the Lease as amended hereby.
12. 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 County Commissioners (the "Effective Date of this First Amendment").

**REMAINDER OF PAGE INTENTIONALLY REMAINS BLANK**

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

ATTEST:

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

SHARON R. BOCK  
CLERK & COMPTROLLER

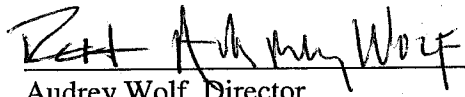
By: \_\_\_\_\_  
Deputy Clerk

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

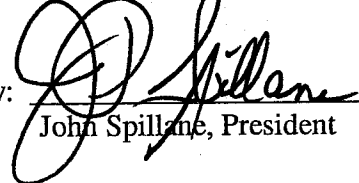
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

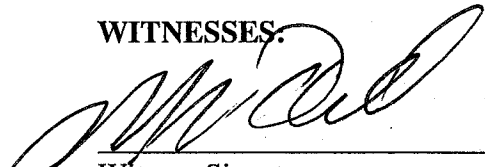
APPROVED AS TO TERMS  
AND CONDITIONS

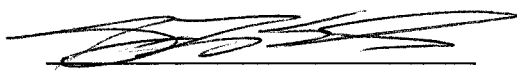
  
Audrey Wolf, Director  
Facilities Development & Operations

TENANT:  
PALMS WEST CHAMBER OF COMMERCE,  
INC.,  
a Florida not for profit corporation

By:   
John Spillane, President

WITNESSES.

  
Witness Signature  
Michael O'Dell  
Print Witness Name

  
Witness Signature  
Sandra E. Smith  
Print Witness Name

**EXHIBIT "B"****THE PROJECT**

In summary the Project consists of a new single 1 story building that will provide office space to the Chamber staff and provide a common area to be used both by the Chamber and the General Public. The design flavors the old country theme with a standing seam metal roof with cupolas and a covered front porch. Parking will be expanded toward the front entrance to the new building in compliance with accessibility codes. The new building square footage is approximately 3,700 square feet which includes approximately 940 square feet of Public Space.

The sitework includes earthwork, hardscape, landscaping and irrigation between the building and the adjacent surrounding areas. Building utilities are to tie in to existing public utilities provided by others.

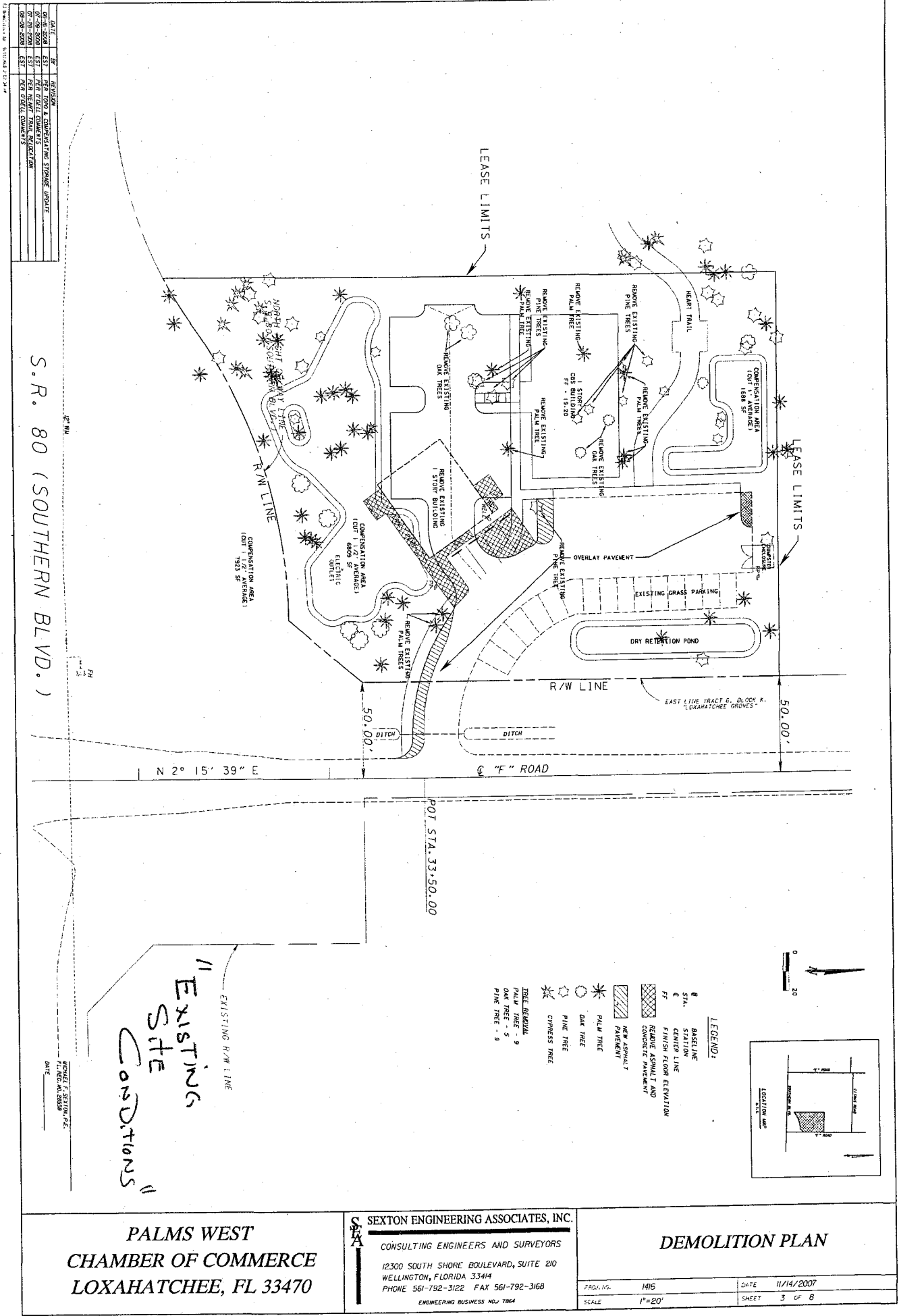
The building foundation system includes concrete spread footings with a concrete stem wall. The building structure is a precast concrete exterior wall with a truss framed roof. The building skin includes doors, windows, stucco finish, and aluminum handrails at the elevated porch.

Building interiors include rough and finish carpentry, drywall, ceramic tile, wood panel doors, millwork, carpet and VCT, acoustical ceilings, painting, some signage, and fire extinguishers.

Building includes new mechanical, plumbing, electrical systems.

The Project shall be sequenced to allow construction of the new facility while the Chamber staff occupies the existing building. Upon obtaining a Temporary Certificate of Occupancy for the new building, demolition shall commence for the existing building and allow the remaining sitework to be completed and obtain a Final Certificate of Occupancy.

Project Completed.



DATE	BY	REVISION
07-26-2007	EST	FOR CONSTRUCTION STORAGE UPDATE
07-26-2007	EST	FOR CONSTRUCTION STORAGE UPDATE
07-26-2007	EST	FOR HEAVY TRAIL RELOCATION
07-26-2007	EST	FOR OVERLAP CORRECTIONS

S.R. 80 (SOUTHERN BLVD.)

N 2° 15' 39" E

POT STA. 33+50.00

EXISTING R/W LINE  
EXISTING SITE CONDITIONS

**PALMS WEST  
CHAMBER OF COMMERCE  
LOXAHATCHEE, FL 33470**

**S E X T O N**  
**SEXTON ENGINEERING ASSOCIATES, INC.**  
CONSULTING ENGINEERS AND SURVEYORS  
12300 SOUTH SHORE BOULEVARD, SUITE 210  
WELLINGTON, FLORIDA 33414  
PHONE 561-792-3122 FAX 561-792-3168  
ENGINEERING BUSINESS NO. 7864

**DEMOLITION PLAN**

PROJ. NO.	1416	DATE	11/14/2007
SCALE	1"=20'	SHEET	3 OF 8

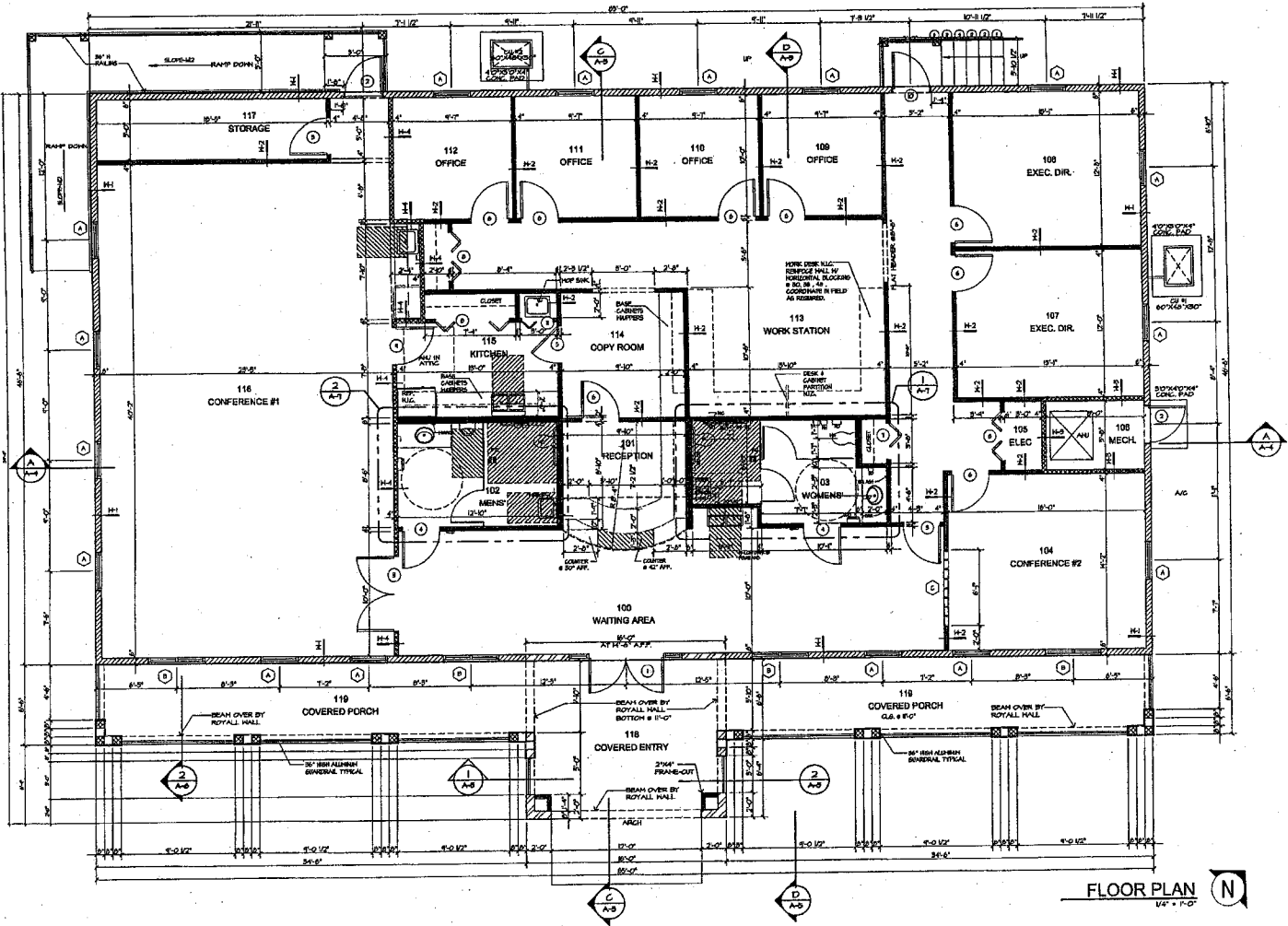
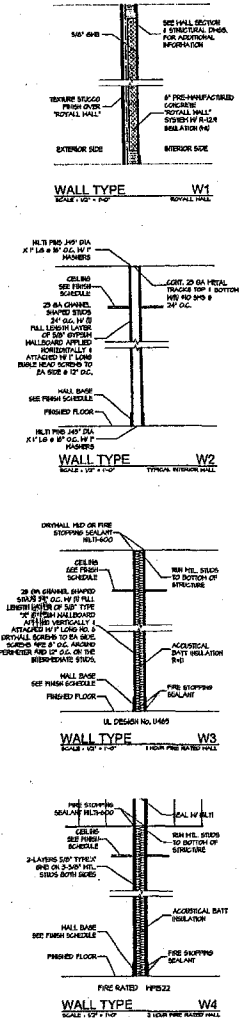




SEE SHT. A-7 FOR ENLARGED RESTROOM PLANS  
 SEE SHT. A-8 FOR INTERIOR CABINET ELEVATIONS  
 SEE SHT. A-9 FOR DOOR, WINDOW & FINISH SCHEDULE

**WALL LEGEND**

1" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF	1" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF
2" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF	2" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF
3" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF	3" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF
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9" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF	9" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF
10" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF	10" IR. STEEL BRD - INT. PARTITION AT 8'-0" AFF



STEVENS J. BRUSH ARCHITECTS

Brush - Rupp

**PALMIS WEST CHAMBER OF COMMERCE**  
 13901 SOUTHERN BOULEVARD  
 LOXAHATCHEE, FLORIDA 33470

ROYAL ARCHITECTURE & DESIGN, INC.  
 A DIVISION OF ROYAL DESIGN CONCEPTS  
 AA26021338  
 7240 7TH PLACE NORTH  
 WEST PALM BEACH, FLORIDA 33411  
 561-730-1360 561-730-6804 (FAX)

CH / R/S / DM  
 12/17/08  
 03/01/08  
 AS NOTED

**A-1**  
 FLOOR PLAN

FLOOR PLAN N  
 1/4" = 1'-0"





**EXHIBIT "C"**  
**LANDLORD'S CONSENT**

**PREPARED BY AND RETURN TO:**  
Howard J. Falcon III  
Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

**LANDLORD'S CONSENT TO LEASEHOLD MORTGAGE**

**THIS IS A LANDLORD'S CONSENT TO LEASEHOLD MORTGAGE**  
("Landlord's Consent") dated \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (the "**Landlord**"), **PALMS WEST CHAMBER OF COMMERCE**, a Florida not for profit corporation (the "**Tenant**"), and \_\_\_\_\_ a \_\_\_\_\_ (the "**Lender**").

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into a Lease Agreement dated September 10, 2002 (R2002-1572), as amended by the First Amendment to Lease Agreement dated \_\_\_\_\_ (R2008- ) (the "Lease") whereby Tenant leases from County the real property described in Exhibit "A" attached hereto (the "Premises"); and

**WHEREAS**, the Lease prohibits Tenant from assigning, transferring, mortgaging, pledging, encumbering or otherwise conveying an interest in the Premises without the prior written consent of the County; and

**WHEREAS**, Tenant desires to obtain financing from Lender for certain improvements to be made to the Premises; and

**WHEREAS**, Lender has required that Tenant grant Lender a leasehold mortgage encumbering the Lease; and

**WHEREAS**, County has agreed to permit Tenant to grant Lender a leasehold mortgage.

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Landlord hereby consents to the mortgaging by Tenant of all Tenant's rights in the Lease, pursuant to the Leasehold Mortgage dated as of \_\_\_\_\_ from the Tenant in favor of the Lender (the "Leasehold Mortgage") as security for all of the obligations of Tenant to the Lender under the \_\_\_\_\_ dated as of \_\_\_\_\_ between the Tenant and the Lender (the "Loan Documents") and the Related Documents as defined in the Loan Documents, the proceeds of which are to be used by the Tenant to construct the Project as defined in the Lease. The Landlord's Consent granted hereby is contingent upon the proceeds under the Loan Documents being used to construct the Project.

2. Landlord will recognize the Lender as the lessee of the Premises and accept the performance by the Lender of Tenant's obligations under the Lease, upon written notice from the Lender to Landlord that it has taken possession of the Premises, for so long as the Lender is in possession of the Premises pursuant to the Loan Documents, and provided Lender is diligently and actively curing and ultimately cures within a reasonable period of time under the circumstances any then existing defaults by Tenant and performs Tenant's obligations under the Lease, Landlord agrees that it will not unreasonably withhold or delay its consent to any future assignment by the Lender of the rights of Tenant under the Lease, provided the Lender or such assignee is diligently and actively curing and ultimately cures as provided above any then existing defaults by Tenant under the Lease, and further provided the Premises continues to be operated for the public purposes set forth in the Lease. Upon any valid permitted assignment of the Lease by the Lender, Lender shall have no further liability under the Lease for obligations arising after such assignment.

3. Any action by the Lender to cure any default by Tenant or otherwise to exercise Tenant's rights under the Lease shall not be deemed to be an assumption by the Lender of Tenant's obligations under the Lease unless the Lender takes possession of the Premises pursuant to a foreclosure or other enforcement of its security interest in the Lease or otherwise expressly assumes such obligations in writing.

4. If the Lender takes possession of the Premises or succeeds to the interest of Tenant, then, so long as there then exists no uncured default under the Lease, and Lender performs all obligations of Tenant thereunder, Landlord shall accept the Lender as tenant under the Lease, and the Lease shall continue in full force and effect.

5. Upon the scheduled expiration or early termination by Landlord of the Lease, provided such termination is in accordance with the terms of the Lease and the terms of this Landlord's Consent, Tenant and Lender shall promptly execute, in recordable form, and deliver to Landlord a termination of lease, termination of memorandum of lease, release of mortgage and such other documents as Landlord may reasonably require (collectively, the "Release Documents"). In the event Tenant or Lender fails to provide the foregoing Release Documents pursuant to such scheduled expiration or early termination by Landlord of the

Lease, within thirty (30) days after Landlord's written request therefor, Landlord shall be entitled to execute the same for and on behalf of Tenant and/or Lender and Tenant and Lender hereby appoint Landlord as attorney in fact for the limited purpose of execution of such Release Documents.

6. This Landlord's Consent is being given by Landlord for the limited purposes expressly stated herein and shall not be deemed to subject or subordinate Landlord's fee simple interest in the Premises to the Leasehold Mortgage, nor subordinate the Landlord's interest in the Lease to such Leasehold Mortgage. Landlord's interests in the fee and the Lease are and shall remain at all times superior and prior in right to the Leasehold Mortgage (but subject to the terms of this Landlord's Consent). In the event that any of the provisions hereof conflict with any of the terms and provisions of the Lease, the provisions of this Landlord's Consent shall control.

7. The consent granted hereby is limited to consent to the Leasehold Mortgage and should not be construed as Landlord's consent to any other or additional future advance, mortgage, pledge, assignment, transfer, conveyance or encumbrance by Tenant of the Premises, nor shall the same be construed as altering the terms of the Lease, except as specifically set forth herein, notwithstanding terms and conditions contained in the Leasehold Mortgage contrary to those in the Lease.

8. Landlord agrees to give the Lender written notice of any default by Tenant and of Landlord's intention to terminate the Lease for any reason at least sixty (60) days before the effective date of such termination. The Lender shall have the right to perform any of Tenant's covenants or to cure any default by Tenant which is curable by it or to exercise any right conferred upon Tenant by the terms of the Lease within such sixty (60) day period (or such longer period if the default by Tenant is of such nature that it can be cured but not within such sixty (60) day period, provided the Lender is diligently and actively curing such default to completion within a reasonable period of time under the circumstances).

9. All notices 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 overnight mail (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 overnight mail, or on the date of transmission with confirmed answer back if by 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 designate 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:

Landlord:

Palm Beach County  
Property & Real Estate Management Division  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Fax No.: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office  
Attn: Real Estate Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Fax No.: (561) 355-4398

and:

Palm Beach County Parks & Recreation Department  
Attn: Director  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461

Tenant:

Palms West Chamber of Commerce  
P.O. Box 1062  
Loxahatchee, FL  
33470-1062



Lender:

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with a copy to:

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

Copies of all notices sent to Tenant under the Lease shall also be sent to the Lender on the same date such notices are sent to Tenant. The sole remedy available to Lender due to the failure of Landlord to provide Lender with notice as required hereunder shall be the tolling of the applicable cure period afforded to Lender in Section 3 hereunder until the earlier of provision of such notice to Lender or Lender's receipt of actual knowledge of such notice. Landlord's failure to provide Lender notice as required hereunder shall not alter or affect Tenant's rights or obligations under the Lease, nor extend any cure period afforded to Tenant thereunder or entitle Tenant to damages or other remedies.

10. Lender shall protect, defend, reimburse, indemnify and hold County, its agents, employees, and elected officers harmless from and, against all claims, liability, expense, loss, costs, damage, or causes of action of every kind or character (collectively, "Losses").

including attorney's fees and costs, whether a trial or appellate levels or otherwise arising due to the Lender's negligence or willful misconduct in connection with its entry upon the Premises for inspection or other purposes including, without limitation, exercise of the rights granted hereunder.

11. The parties expressly agree that time is of the essence in this Landlord's Consent. The failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

12. This Landlord's Consent represents the entire understanding between the parties relating to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Landlord's Consent.

13. This Landlord's consent shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Landlord's Consent shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

14. This Landlord's Consent 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.

15. No waiver of any provision of this Landlord's Consent shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. This Landlord's Consent may be recorded in the Public Records of Palm Beach County, Florida and shall so serve as a recorded Memorandum of Lease with respect to the Lease.

17. This Landlord's Consent shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

(Remainder of page was left blank intentionally)

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal the date first above written.

WITNESS:

TENANT:

\_\_\_\_\_  
Signature

PALMS WEST CHAMBER OF COMMERCE,  
a Florida not for profit corporation.

\_\_\_\_\_  
Print witness name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print witness name

Its \_\_\_\_\_ President

(Corporate Seal)

STATE OF \_\_\_\_\_ ]

SS:

COUNTY OF \_\_\_\_\_ ]

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

WITNESS:

LENDER:

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Print witness name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print witness name

Its \_\_\_\_\_ President

STATE OF \_\_\_\_\_]

SS:

COUNTY OF \_\_\_\_\_]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

ATTEST:

LANDLORD:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

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

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: \_\_\_\_\_  
Department Director

G:\PROPERTY MGMT SECTION\IN LEASE\PALM WEST CHAMBER OF COMMERCE\AMENDMENT NUMBER ONE\LANDLORDS  
CONSENT.003.HF APP.043008.DOC

EXHIBIT "A"

THE PREMISES/LEGAL DESCRIPTION

Part of Tract 6, Block K, Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, more particularly described as follows: Beginning at a point on the east line of aforesaid Tract 6 at its intersection with the North right of way line of State Road 80 as shown on Sheet No. 28 of Florida Department of Transportation Project No. 93120-3538; thence south  $42^{\circ}00'46''$  West (this and the next 2 courses being along the north right of way line of State Road 80), a distance of 50.06 feet to a point of curvature of a curve to the left having a central angle of  $35^{\circ}25'14''$ , and a radius of 263.50 feet, said point being north  $02^{\circ}16'50''$  East from the centerpoint of said curve; thence southwesterly along the arc of said curve, a distance of 162.90 feet to a point of reverse curvature of a curve to the right having a central angle of  $07^{\circ}47'03''$  and a radius of 218.50 feet. Said point of reverse curvature being South  $33^{\circ}08'24''$  East from the centerpoint of said reverse curve, thence westerly along the arc of said curve, a distance of 29.69 feet; thence North  $02^{\circ}16'50''$  East parallel to said East line of Tract 6, a distance of 322.70 feet; thence South  $87^{\circ}43'10''$  East, a distance of 210.00 feet to the East line of said Tract 6, thence South  $02^{\circ}16'50''$  West along said East line of Tract 6, a distance of 220.00 feet to the point of beginning.

Containing 1.32 acres, more or less.

**PREPARED BY AND RETURN TO:**  
Howard J. Falcon III  
Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

**LANDLORD'S CONSENT TO LEASEHOLD MORTGAGE**

**THIS IS A LANDLORD'S CONSENT TO LEASEHOLD MORTGAGE**  
("Landlord's Consent") dated \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (the "**Landlord**"), **PALMS WEST CHAMBER OF COMMERCE**, a Florida not for profit corporation (the "**Tenant**"), and **Sterling Bank** a **Florida Corporation** (the "**Lender**").

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into a Lease Agreement dated September 10, 2002 (R2002-1572), as amended by the First Amendment to Lease Agreement dated \_\_\_\_\_ (R2008-\_\_\_\_\_) (the "Lease") whereby Tenant leases from County the real property described in Exhibit "A" attached hereto (the "Premises"); and

**WHEREAS**, the Lease prohibits Tenant from assigning, transferring, mortgaging, pledging, encumbering or otherwise conveying an interest in the Premises without the prior written consent of the County; and

**WHEREAS**, Tenant desires to obtain financing from Lender for certain improvements to be made to the Premises; and

**WHEREAS**, Lender has required that Tenant grant Lender a leasehold mortgage encumbering the Lease; and

**WHEREAS**, County has agreed to permit Tenant to grant Lender a leasehold mortgage.

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars, the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Landlord hereby consents to the mortgaging by Tenant of all Tenant's rights in the Lease, pursuant to the Leasehold Mortgage dated as of \_\_\_\_\_ from the Tenant in favor of the Lender (the "Leasehold Mortgage") as security for all of the obligations of Tenant to the Lender under the \_\_\_\_\_ dated as of \_\_\_\_\_ between the Tenant and the Lender (the "Loan Documents") and the Related Documents as defined in the Loan Documents, the proceeds of which are to be used by the Tenant to construct the Project as defined in the Lease. The Landlord's Consent granted hereby is contingent upon the proceeds under the Loan Documents being used to construct the Project.

2. Landlord will recognize the Lender as the lessee of the Premises and accept the performance by the Lender of Tenant's obligations under the Lease, upon written notice from the Lender to Landlord that it has taken possession of the Premises, for so long as the Lender is in possession of the Premises pursuant to the Loan Documents, and provided Lender is diligently and actively curing and ultimately cures within a reasonable period of time under the circumstances any then existing defaults by Tenant and performs Tenant's obligations under the Lease, Landlord agrees that it will not unreasonably withhold or delay its consent to any future assignment by the Lender of the rights of Tenant under the Lease, provided the Lender or such assignee is diligently and actively curing and ultimately cures as provided above any then existing defaults by Tenant under the Lease, and further provided the Premises continues to be operated for the public purposes set forth in the Lease. Upon any valid permitted assignment of the Lease by the Lender, Lender shall have no further liability under the Lease for obligations arising after such assignment.

3. Any action by the Lender to cure any default by Tenant or otherwise to exercise Tenant's rights under the Lease shall not be deemed to be an assumption by the Lender of Tenant's obligations under the Lease unless the Lender takes possession of the Premises pursuant to a foreclosure or other enforcement of its security interest in the Lease or otherwise expressly assumes such obligations in writing.

4. If the Lender takes possession of the Premises or succeeds to the interest of Tenant, then, so long as there then exists no uncured default under the Lease, and Lender performs all obligations of Tenant thereunder, Landlord shall accept the Lender as tenant under the Lease, and the Lease shall continue in full force and effect.

5. Upon the scheduled expiration or early termination by Landlord of the Lease, provided such termination is in accordance with the terms of the Lease and the terms of this Landlord's Consent, Tenant and Lender shall promptly execute, in recordable form, and deliver to Landlord a termination of lease, termination of memorandum of lease, release of mortgage and such other documents as Landlord may reasonably require (collectively, the "Release Documents"). In the event Tenant or Lender fails to provide the foregoing Release Documents pursuant to such scheduled expiration or early termination by Landlord of the



Lease, within thirty (30) days after Landlord's written request therefor, Landlord shall be entitled to execute the same for and on behalf of Tenant and/or Lender and Tenant and Lender hereby appoint Landlord as attorney in fact for the limited purpose of execution of such Release Documents.

6. This Landlord's Consent is being given by Landlord for the limited purposes expressly stated herein and shall not be deemed to subject or subordinate Landlord's fee simple interest in the Premises to the Leasehold Mortgage, nor subordinate the Landlord's interest in the Lease to such Leasehold Mortgage. Landlord's interests in the fee and the Lease are and shall remain at all times superior and prior in right to the Leasehold Mortgage (but subject to the terms of this Landlord's Consent). In the event that any of the provisions hereof conflict with any of the terms and provisions of the Lease, the provisions of this Landlord's Consent shall control.

7. The consent granted hereby is limited to consent to the Leasehold Mortgage and should not be construed as Landlord's consent to any other or additional future advance, mortgage, pledge, assignment, transfer, conveyance or encumbrance by Tenant of the Premises, nor shall the same be construed as altering the terms of the Lease, except as specifically set forth herein, notwithstanding terms and conditions contained in the Leasehold Mortgage contrary to those in the Lease.

8. Landlord agrees to give the Lender written notice of any default by Tenant and of Landlord's intention to terminate the Lease for any reason at least sixty (60) days before the effective date of such termination. The Lender shall have the right to perform any of Tenant's covenants or to cure any default by Tenant which is curable by it or to exercise any right conferred upon Tenant by the terms of the Lease within such sixty (60) day period (or such longer period if the default by Tenant is of such nature that it can be cured but not within such sixty (60) day period, provided the Lender is diligently and actively curing such default to completion within a reasonable period of time under the circumstances).

9. All notices 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 overnight mail (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 overnight mail, or on the date of transmission with confirmed answer back if by 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 designate 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:

Landlord:

Palm Beach County  
Property & Real Estate Management Division  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Fax No.: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office  
Attn: Real Estate Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Fax No.: (561) 355-4398

and:

Palm Beach County Parks & Recreation Department  
Attn: Director  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL 33461

Tenant:

Palms West Chamber of Commerce  
P.O. Box 1062  
Loxahatchee, FL  
33470-1062

Lender: Sterling Bank  
Loan Servicing  
119 South State Road 7  
Royal Palm Beach, FL 33411  
Attention: Paule Gagnon

with a copy to:

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

Copies of all notices sent to Tenant under the Lease shall also be sent to the Lender on the same date such notices are sent to Tenant. The sole remedy available to Lender due to the failure of Landlord to provide Lender with notice as required hereunder shall be the tolling of the applicable cure period afforded to Lender in Section 3 hereunder until the earlier of provision of such notice to Lender or Lender's receipt of actual knowledge of such notice. Landlord's failure to provide Lender notice as required hereunder shall not alter or affect Tenant's rights or obligations under the Lease, nor extend any cure period afforded to Tenant thereunder or entitle Tenant to damages or other remedies.

10. Lender shall protect, defend, reimburse, indemnify and hold County, its agents, employees, and elected officers harmless from and, against all claims, liability, expense, loss, costs, damage, or causes of action of every kind or character (collectively, "Losses"),

including attorney's fees and costs, whether a trial or appellate levels or otherwise arising due to the Lender's negligence or willful misconduct in connection with its entry upon the Premises for inspection or other purposes including, without limitation, exercise of the rights granted hereunder.

11. The parties expressly agree that time is of the essence in this Landlord's Consent. The failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

12. This Landlord's Consent represents the entire understanding between the parties relating to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Landlord's Consent.

13. This Landlord's consent shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Landlord's Consent shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

14. This Landlord's Consent 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.

15. No waiver of any provision of this Landlord's Consent shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. This Landlord's Consent may be recorded in the Public Records of Palm Beach County, Florida and shall so serve as a recorded Memorandum of Lease with respect to the Lease.

17. This Landlord's Consent shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

(Remainder of page was left blank intentionally)

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal the date first above written.

WITNESS:

[Signature]  
Signature

Michael P. O'Dell  
Print witness name

[Signature]  
Signature

Sandra E. Smith  
Print witness name

TENANT:

PALMS WEST CHAMBER OF COMMERCE,  
a Florida not for profit corporation.

By: [Signature]  
Signature

John P. Spillane  
Print Name

Its \_\_\_\_\_ President

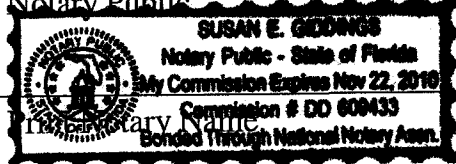
(Corporate Seal)

STATE OF FLORIDA ]

SS:  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 18 day of August, 2008, by John Spillane the president of Palmwest Chamber a \_\_\_\_\_, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did not take an oath.

[Signature]  
Notary Public



NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

WITNESS:

Signature

Print witness name

Signature

Print witness name

LENDER:

Signature

By:

Signature

Print Name

Its \_\_\_\_\_ President

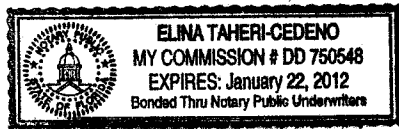
STATE OF Fl. ]

COUNTY OF SS; Palm Beach ]

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2008, by Mr. David Albright the CEO/President of Sterling Bank a \_\_\_\_\_, who is personally known to me OR who produced Known as identification and who did \_\_\_\_\_ take an oath.

Notary Public

Print Notary Name



NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 1/22/12

ATTEST:

LANDLORD:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

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

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: Robert Anthony Wolf  
Department Director

EXHIBIT "A"

THE PREMISES/LEGAL DESCRIPTION

Part of Tract 6, Block K, Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, more particularly described as follows: Beginning at a point on the east line of aforesaid Tract 6 at its intersection with the North right of way line of State Road 80 as shown on Sheet No. 28 of Florida Department of Transportation Project No. 93120-3538; thence south  $42^{\circ}00'46''$  West (this and the next 2 courses being along the north right of way line of State Road 80), a distance of 50.06 feet to a point of curvature of a curve to the left having a central angle of  $35^{\circ}25'14''$ , and a radius of 263.50 feet, said point being north  $02^{\circ}16'50''$  East from the centerpoint of said curve; thence southwesterly along the arc of said curve, a distance of 162.90 feet to a point of reverse curvature of a curve to the right having a central angle of  $07^{\circ}47'03''$  and a radius of 218.50 feet. Said point of reverse curvature being South  $33^{\circ}08'24''$  East from the centerpoint of said reverse curve, thence westerly along the arc of said curve, a distance of 29.69 feet; thence North  $02^{\circ}16'50''$  East parallel to said East line of Tract 6, a distance of 322.70 feet; thence South  $87^{\circ}43'10''$  East, a distance of 210.00 feet to the East line of said Tract 6, thence South  $02^{\circ}16'50''$  West along said East line of Tract 6, a distance of 220.00 feet to the point of beginning.

Containing 1.32 acres, more or less.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2007

PRODUCER (561)278-0448 FAX (561)278-2391

**Weekes & Callaway, Inc.**  
777 East Atlantic Ave. Ste 300  
Delray Beach, FL 33483  
Ana Smith ACSR AIAM CISR

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

INSURED **Palms West Chamber of Commerce**  
P.O. Box 1062  
Loxahatchee, FL 33470-1062

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	<b>Penn-America Insurance Co.</b>	<b>32859</b>
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAC6697187	09/07/2007	09/07/2008	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	PAC6697187	09/07/2007	09/07/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

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

**Palm Beach County BOCC is added as Additional Insured on the General Liability policy as required by written contract.**

## CERTIFICATE HOLDER

**Palm Beach County BOCC**  
Property & Real Estate Management  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**Rose McEwen, CIC/KDILLO**



# ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
10/22/2007

PRODUCER (561)278-0448 FAX (561)278-2391

**Weekes & Callaway, Inc.**  
777 East Atlantic Ave. Ste 300  
Delray Beach, FL 33483

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

**COMPANIES AFFORDING COVERAGE**

COMPANY **Penn-America Ins Co**  
A  
COMPANY B  
COMPANY C  
COMPANY D

Attn **Ana M. Smith, ACSR, AIAM, CISR** Ext **1002**

INSURED **Palms West Chamber of Commerce**  
**P.O. Box 1062**  
**Loxahatchee, FL 33470-1062**

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input checked="" type="checkbox"/> PROPERTY	<b>PAC6697187</b>	<b>09/07/2007</b>	<b>09/07/2008</b>	<input checked="" type="checkbox"/> BUILDING	\$ <b>200,000</b>
	CAUSES OF LOSS				<input type="checkbox"/> PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
<b>A</b>	<input type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> <b>Special</b>				<input checked="" type="checkbox"/> <b>Contents</b>	\$ <b>60,000</b>
					<input checked="" type="checkbox"/> <b>Wind/Hail Ded</b>	\$ <b>7.5%</b>
	INLAND MARINE					\$
	TYPE OF POLICY					\$
	CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS					\$
	<input type="checkbox"/> OTHER					\$
	CRIME					\$
	TYPE OF POLICY					\$
	BOILER & MACHINERY					\$
	OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY  
**00001/00001 13901 Southern Blvd. Loxahatchee Groves, FL 33470**

**SPECIAL CONDITIONS/OTHER COVERAGES**

**Palm Beach County BOCC is added as Additional Insured on the General Liability policy as required by written contract.**

**CERTIFICATE HOLDER**

**Palm Beach County BOCC**  
**Property & Real Estate Management**  
**Attention: Director**  
**2633 Vista Parkway**  
**West Palm Beach, FL 33411-5605**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

**Rose McEwen, CIC/ASMITH**

*Rose Ann McEwen*

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ACORD 24 (1/95)

**Executive Committee**

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John Spillane  
J. P. Spillane C.P.A., P.A.

President-Elect  
Kevin DiLallo  
Wellington Regional Medical Center

Past President  
Joanna Boynton  
Boynton Financial Group, Inc./  
Raymond James

Treasurer  
David Albright  
Sterling Bank

Secretary  
Ellen Sanita  
Florida Pennysaver

Legal Counsel  
Chris Santamaria, Esq.  
Attorney at Law

VP Economic Development  
Michael Horwitz  
Strategic GMAC Real Estate Corp.

VP Education  
Anita Foster  
Palm Beach Central High School

VP Events  
Denise Smith  
• Cardinal Appraisal, Inc.

VP Building Facilities  
John H. Southard  
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Geoffrey B. Sluggett & Associates, Inc.

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Scott Armand  
Armand Professional Services, Inc.

VP Membership  
Eric Gordon  
SunTrust Mortgage, Inc.

VP Technology  
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RPB Advisors, Inc.

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Sugar Cane Growers Coop. of Florida

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The Quantum Group, Inc.

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Joanne Stanley  
Republic Services of Palm Beach

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The Weitz Company

Robert Trepp  
Cardinal Electric, Inc.

Richard Vymlatil  
South Florida Fair & PBC Expositions

Terri M. Wescott  
First City Bank of Commerce



**PALMS WEST**  
CHAMBER OF COMMERCE  
ESTABLISHED 1983



The Acreage/Loxahatchee • Greenacres • Loxahatchee Groves • Royal Palm Beach • Wellington

August 19, 2008

To Whom It May Concern:

The undersigned, the duly authorized Secretary of the Palms West Chamber of Commerce, Inc., a Florida not for profit corporation, does hereby certify that John Spillane, President, is authorized to execute on behalf of the Palms West Chamber of Commerce, Inc. that certain First Amendment to Lease Agreement between Palm Beach County and the Palms West Chamber of Commerce, Inc. for the use of approximately 1.34 acres of land at the Northwest corner of Southern Boulevard and F Road in the Loxahatchee Groves Park.

Ellen Sanita, Secretary  
Board of Directors

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
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<b>Detail by Entity Name</b>					
<b><u>Florida Profit Corporation</u></b>					
STERLING BANK					
<b><u>Filing Information</u></b>					
<b>Document Number</b>	P03000157317				
<b>FEI Number</b>	592520475				
<b>Date Filed</b>	12/29/2003				
<b>State</b>	FL				
<b>Status</b>	ACTIVE				
<b>Effective Date</b>	01/05/2004				
<b><u>Principal Address</u></b>					
1189 HYPOLUXO RD LANTANA FL					
<b><u>Mailing Address</u></b>					
1189 HYPOLUXO RD LANTANA FL					
<b><u>Registered Agent Name &amp; Address</u></b>					
None					
<b><u>Officer/Director Detail</u></b>					
<b>Name &amp; Address</b>					
Title D					
ALBRIGHT, DAVID G 1189 HYPOLUXO RD LANTANA FL					
Title D					
BAVELIS, GEORGE A 500 S. OCEAN BLVD. #1007 BOCA RATON FL 33432					
Title D					
COPULOS, STHOMAS DR. 1000 NW 9TH CT, STE 106 BOCA RATON FL 33486					
Title D					
SIGALOS, GEORGE 3839 NW BOCA RATON BLVD., STE #100 BOCA RATON FL 33431					
Title D					
VOGEL, THOMAS A 305 S. ANDREWS AVE #126 FT LAUDERDALE FL 33301					
Title D					
OSTROW, JEFFREY					

[http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq\\_doc\\_number=P030001573...](http://www.sunbiz.org/scripts/cordet.exe?action=DETFIL&inq_doc_number=P030001573...) 8/25/2008

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: August 25, 2008

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

SENT TO: Mike Martz, Director Parks Financial and Support Services

PROJECT NAME: 1<sup>st</sup> Amendment, Palms West Chamber of Commerce

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO     

BUDGET ACCOUNT NO:

FUND: 0001 DEPT: 580 UNIT: 5110 OBJ: 6202 PROGRAM:     

**FIVE YEAR SUMMARY OF FISCAL IMPACT:**

FISCAL YEARS	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
CAPITAL EXPENDITURES	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
OPERATING COSTS	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>
EXTERNAL REVENUE	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</u>	<u>(\$1.00)</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>
<b>NET FISCAL IMPACT</b>	<b><u>(\$1.00)</u></b>	<b><u>(\$1.00)</u></b>	<b><u>(\$1.00)</u></b>	<b><u>(\$1.00)</u></b>	<b><u>(\$1.00)</u></b>

PROPOSED BCC MEETING DATE: September 23, 2008

BAS APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT # 4**