

ADD ON

Agenda Item #:

64-4

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

**TIME CERTAIN
11:00 A.M.**

Meeting Date: **March 23, 2010** Consent Regular
 Ordinance Public Hearing
Department Submitted by: **Facilities Development & Operations**
Submitted for: **Tax Collector's Office**

I. EXECUTIVE BRIEF

Motion and Title: Staff Requests Board Direction: regarding a proposed Lease Agreement with Larise Atlantis, Inc. for a new Lantana Service Center for the Tax Collector.

Summary: Staff issued a Request for Proposals (RFP) to lease space for a new branch office for the Tax Collector (TCO) in the Lake Worth/Lantana area. Only one response to the RFP was received from Larise Atlantis, Inc for space within the Atlantis Plaza on Congress Avenue and was determined to be responsive. The TCO decided to proceed into negotiations with Larise in lieu of continuing with Phase 2 of the process as defined in the RFP and the following terms have been negotiated by the TCO: 1) 32,700 sf with an option to reduce to 20,000 sf within two years, 2) 5 years, with 2-5 year options, 3) rent of \$8.00/sf, 4) common area maintenance (CAM) at \$4.00/sf, 5) rent and CAM commencement 90 days after execution of the lease on 20,000 sf, 6) CAM commencing 1 year after lease with rent commencing 2 years after lease on 12,700 sf, 7) all tenant improvements being funded by the County/TCO, via a construction manager at risk (CM) contract with a guaranteed maximum price (GMP) of \$3,650,000, and 8) a construction duration of 180 days.

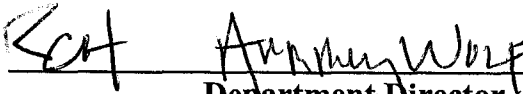
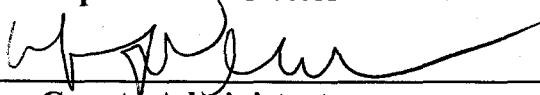
Exhibit D of the Lease is the CM contract in the County's standard form, between Larise and Morganti Group Inc (MGI) to undertake the tenant improvements on behalf of Larise. MGI is a Palm Beach County firm. The SBE participation is 9.2%. Participation by locally owned contractors is 70%. The cost of the tenant improvements will be paid, in progress payments, to Larise by the County using funds received from the TCO via an interlocal agreement. While the funds for the lease payments (rent and CAM) including the tenant improvements are coming from the TCO's budget; there is an equivalent loss of excess fees returned to the Board to offset ad valorem revenue of approximately \$4,773,260 in FY 11 (expended in FY 10) and approximately \$380,000 annual thereafter, subject to escalation. The Tax Collector is recommending that the Board approve the Lease as presented, and if the Board approves the Lease it would be contingent on the Board also approving; 1) a resolution designating the various branches as places of business and subsequent approval by the Department of Revenue, 2) an interlocal agreement between the TCO and County regarding management and funding of the Lease, and 3) a budget amendment recognizing the funding from the TCO for the tenant improvements; all of which are contained in a separate Board item.

It is clear that the TCO intends to utilize the full 32,700 sf (initial and expansion space) and Staff's analysis assumes that will occur. While the terms of the Lease appear to be market oriented, the costs of tenant improvements for this facility are substantial. The initial improvement cost will be \$3,650,000, and the build-out of the expansion space is estimated to be \$1,000,000, for a total of \$4,650,000. Rent for a 10-year term will be roughly \$4,000,000, bringing total expenditures over a 10-year term to close to \$8,700,000. In comparison, the cost to acquire and construct new is estimated to be roughly \$13,000,000. The cost to renovate an existing County facility (Airport Center Building 2) is estimated to be \$6,100,000. The TCO position is that the facility is needed in calendar year 2010 and that the Airport Center facility is outside her identified service area; and therefore is not a solution. Staff has general concerns in siting this facility within a privately owned multi-tenant shopping center, and specific concerns with respect to the location of the proposed branch within the building and the parking availability as well as various other terms that are discussed in detail in the background and policy issues section. **(FDO Admin/Countywide/JM)**

Attachments:

- 1. Location Map
- 2. Lease Agreement

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Recommended By:  3/18/10
 Department Director **Date**
Approved By:  3/22/10
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$3,660,000	_____	_____	_____	_____
Operating Costs	\$ 60,000	\$244,800	\$254,592	\$264,774	\$275,364
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$3,720,000*	\$244,800	\$254,592	\$264,774	\$275,364
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No See companion Budget Amendment

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

* The costs above are only those obligated by the Lease, the total fiscal impact of this new facility, including projected program revenues, is included in the Background and Policy Issues Section of the item.

The TCO has applied for an energy grant in the amount of \$217,681 (and it is assumed to be awarded) and applying for an additional \$200,000, after working with the Governor's Office and Energy Commission to allow constitutional Officers to apply for those funds.


The County will realize a savings of approximately \$170,000/yr in annual operating and maintenance costs at the Lake Worth Branch when the TCO moves to the new facility.

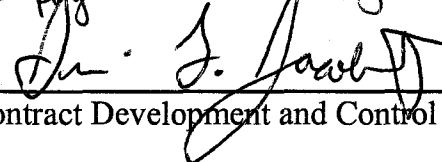
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

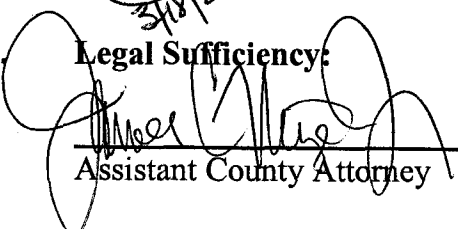
A. OFMB Fiscal and/or Contract Development Comments:

* Total Fiscal Impact \$4,414,400, see page 5 under Background and Policy Issues.

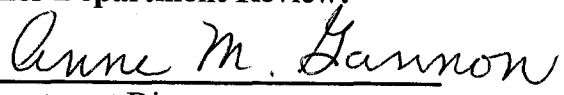

 OFMB
 3/18/2010


 Contract Development and Control
 3/19/10

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:


 Department Director

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

Background and Policy Issues:

The RFP

The RFP was structured to occur in two phases. Phase 1 was only to address; 1) siting issues related to location, 2) accessibility of the site in terms of local placement and parking, 3) basic lease terms such as rent and CAM, and 4) very general due diligence relating to use and other general building existing approvals. All of the above are items which could be developed quickly by the respondent and at a minimal expense.

Phase 2 would have been limited to the 3-5 highest ranked proposers and would provide the County/TCO with; 1) building specific due diligence documentation, 2) the scope of work necessary to meet the design criteria provided by the County/TCO, 3) commitments to undertake certain improvements at the landlord's costs in order to lower the tenant improvement costs when viewed against other proposals, and 4) commitments to meet or exceed SBE and local participation requirements.

Phase 2 of the RFP would have required significant expense by the Proposer, but provided information critical to the County/TCO in evaluating any specific property and for maintaining a level of competition.

When only one proposal was received, County Staff and the TCO met to discuss the advantages and disadvantages of proceeding pursuant to the process described in the RFP or proceed directly into negotiations. The TCO determined that it was in her best interest to proceed directly into negotiations.

It should be noted that this is the same facility identified by the Tax Collector prior to the Board direction to conduct an RFP.

Siting and Compliance with Phase 1 Considerations

The Larise Proposal met the minimum requirements for the location of the site. However, based on County Staff's experience with locating governmental services in private multi-tenant retail settings and with the TCO's operation within multi-tenant government buildings, Staff had significant concerns regarding 1) the location of the specific tenant space within the overall shopping center, and 2) the parking provisions.

The location of the tenant space assigned to the Tax Collector is located at the intersection of two legs of a L-shaped building. This location is less flexible for addressing any future operational changes that may be required by the TCO, and for minimizing disputes with other tenants regarding parking availability. Actually, the same physical situation exists at the TCO's West County branch and has experienced difficulty in the past with the above referenced issues of peaks and parking.

The Larise Proposal assigned the required number of 275 spaces for the TCO's use through spaces reserved for the exclusive use for TCO customers in the front of the building and reserved spaces in the rear of the building for Staff use. Spaces were identified as "reserved" for use by TCO clients, however the other existing leases do not allow for public shared spaces to be reserved exclusively for the benefit of a single tenant. County Staff felt strongly this would limit the practical ability to ensure sufficient parking in reasonable proximity to the TCO's branch, resulting in the perception that "there isn't any parking." **County Staff advised the TCO that this issue was so significant based on County Staff's experience, that we would not recommend that the TCO pursue negotiations with Larise unless an implementable approach to parking management could be identified. The TCO proposed a parking management approach that was predicated on Larise providing enforcement for the parking regulations. The final negotiated lease does not include the requirement for Larise to enforce or impose any responsibility upon Larise for parking enforcement.**

The Lease

There are numerous areas where the transaction structure and lease terms vary from the terms typically utilized by the County. The most critical in terms of cost or other risk are discussed below.

Tenant Improvements/Commencement of Rent

Typically, in a lease the landlord will perform the improvements required to make the premises ready for the tenant's occupancy, and charge the tenant rent sufficient to cover the cost of said improvements amortized over the term of the Lease. The rent would typically not start until completion of the improvement and the tenant occupies the space.

Background and Policy Issues:

In this case, the Landlord is requiring that the County pay for all improvements up-front, and the rent is correspondingly lower than it typically would be. However, this structure creates risk for the County/TCO in the event of a problem with the construction work as discussed elsewhere herein. **In addition, rent will commence 90 days after approval of the Lease, further increasing the risk to the County/TCO. Essentially, Landlord will have; 1) shifted all risk associated with the improvements to the County/TCO as the County/TCO will have substantial investment in the Premises prior to the Landlord's delivery of the space to the TCO, and 2) reduced the incentive of the Landlord to timely deliver the space and reduces the County's leverage to address construction timing and quality issues.**

Insurance/Damage and/or Destruction

The Landlord is responsible for insuring the building and repairing it in the event of a casualty. The County is responsible for insuring the interior of the Premises and repairing the interior of the Premises.

Because this is a multi-tenant Building, there is increased risk that one of the other tenants causes a fire or other casualty which damages the Premises and the portion of the Building in which the Premises are located. Resolution of casualty claims in multi-tenant buildings where there is a division of responsibility is complicated and time consuming at best; both which will impact the insurance claim and the Landlord's ability to move forward with the repair. This is a completely different approach than the County takes with respect to restoration where the County prioritizes its losses and proceeds with the restoration of most critical facilities proceeding prior to resolving the insurance claim.

This facility will be critical to the Tax Collector as its single largest public service location and while adequate insurance can protect against financial loss, it does not protect, or do anything to minimize, against interruption of business operations and service delivery during the restoration of the Premises.

Construction of Tenant Improvements

While the RFP was competitively advertised, proceeding into direct negotiations with the single proposer as opposed to continuing with the process described in the RFP undermined, in the opinion of County Staff, the benefits to the TCO/County from a competitive RFP in terms of; 1) negotiating the assignment of various improvements as landlord v tenant improvements, 2) assumption of due diligence responsibility and costs as well as some risk for unforeseen conditions, and 3) SBE and local participation.

TCO Staff was completely responsible for the developing the scope of the improvements and for management of the design contract with Song. County Staff has not reviewed the design for content and offers no opinion as to whether the improvements are necessary, based on our experience at other TCO facilities, or appropriate in terms of balancing quality and operating performance for the application and adjusted for the term of the lease. FDO Staff is aware that some of the improvements included in the County/TCO's scope of work are typically borne by the landlord or at least shared between the landlord and tenant; due to; 1) the life of the improvement exceeding the term of the lease, 2) the nature of the improvement being required for any tenant occupying the space, and/or 3) the improvement having residual benefit to other tenants. For example, façade improvements, , base building modifications such as HVAC, electrical and plumbing infrastructure, and parking lot lighting. While the CM is required to publically advertise and bid the work therefore ensuring competitive costs, the scope included in the tenant improvements is beyond that which is typical for a tenant.

Song, with assistance from Morganti (County/TCO funded Morganti's preconstruction services) conducted all due diligence through the design process. As a result, the only due diligence performed was that; 1) necessary to complete the design, and 2) that which is within the typical knowledge base of a design professional. This resulted in a substantially more narrow range of due diligence being performed, and with less interest by the owner (landlord in this case) on the outcome of that due diligence as others (County/TCO) will be responsible for the costs of unforeseen conditions. So aside from the total costs which were borne by the County/TCO, proceeding in this manner shifted some of the risk to the County/TCO for discovery of various building conditions.

TCO and County Staff has attempted to reduce this risk by assigning responsibility to the Landlord for changes which are; 1) attributable to Landlord limiting performance of the work by the Contractor, 2) for the benefit of areas outside of the Premises, 3) a result of unforeseen conditions, and 4) insurance claims

Background and Policy Issues:

which are the responsibility of Larise. Even with this definition, it will be critical that the TCO manage the change order process closely to reduce additional costs and delays to completion; especially since the County/TCO will be paying rent prior to the completion of the space.

A review of the contractor supplied SBE information including Schedule 1 and 2s according to the County reporting standards indicate a total of 9.2% SBE participation. There was an additional 7.4% of SBE participation listed, but one SBE is no longer certified in Palm Beach County, and the other is listed to perform work that they are not certified as an SBE in Palm Beach County to perform.

The CM contract between Larise and Morganti is in the County's standard form. The most substantial changes require Morganti to name the; 1) County as additional insured on all insurance certificates, and 2) County as third party beneficiaries to all subcontracts. Morganti is providing a payment and performance bond on the County's form which names the County as additional insured.

As is typical, the CM contract contains a liquidated damages provision in the amount of \$2,402 per day, as determined by the TCO accounting for the costs of additional staffing and rent/CAM in the event of delay. The TCO has not included the costs associated with extended construction administration services, which is another category of expense. While the liquidated damages provision is in the contract, change and schedule management by the TCO is going to be critical. The TCO will not only have to document any delays as contractor caused (or not), but also have the further detailed documentation to support the assignment of financial responsibility for any delays to either the Landlord (in terms of payment for delay change or abatement of rent) or County/TCO (in terms of time that the County/TCO is paying rent but not occupying).

Comparative Cost of Lease, Purchase or Renovation of Existing County Owned Space.

The total cost of leasing 32,000 sf of space at the Atlantis Plaza for a term of 10 years will be roughly \$8,700,000, and will be roughly \$11,500,000 over 15 years. The TCO has estimated that it would cost \$13,000,000 to construct a new facility. Staff estimates that the vacant building at Airport center could be renovated to provide 36,000 sf for the TCO at a cost of \$6,100,000.

Clearly, either constructing a new facility or renovating Airport Center would provide a more cost effective means, over the long term, of addressing the TCO's space requirements. **Typically the County would only lease space where funding for the programmed use is of limited duration or where capital funding is not available. In this case, funding is available for initial improvements to the County owned space, and almost all of the issues previously raised in this item would be eliminated (including long term rental payments) or the risk substantially reduced, if the County-owned space were to be occupied. This option was presented to the TCO, but was not accepted due to the two year time-frame to deliver the County owned space and the need to begin providing driver license services.**

Driver Licenser Services Program Issues

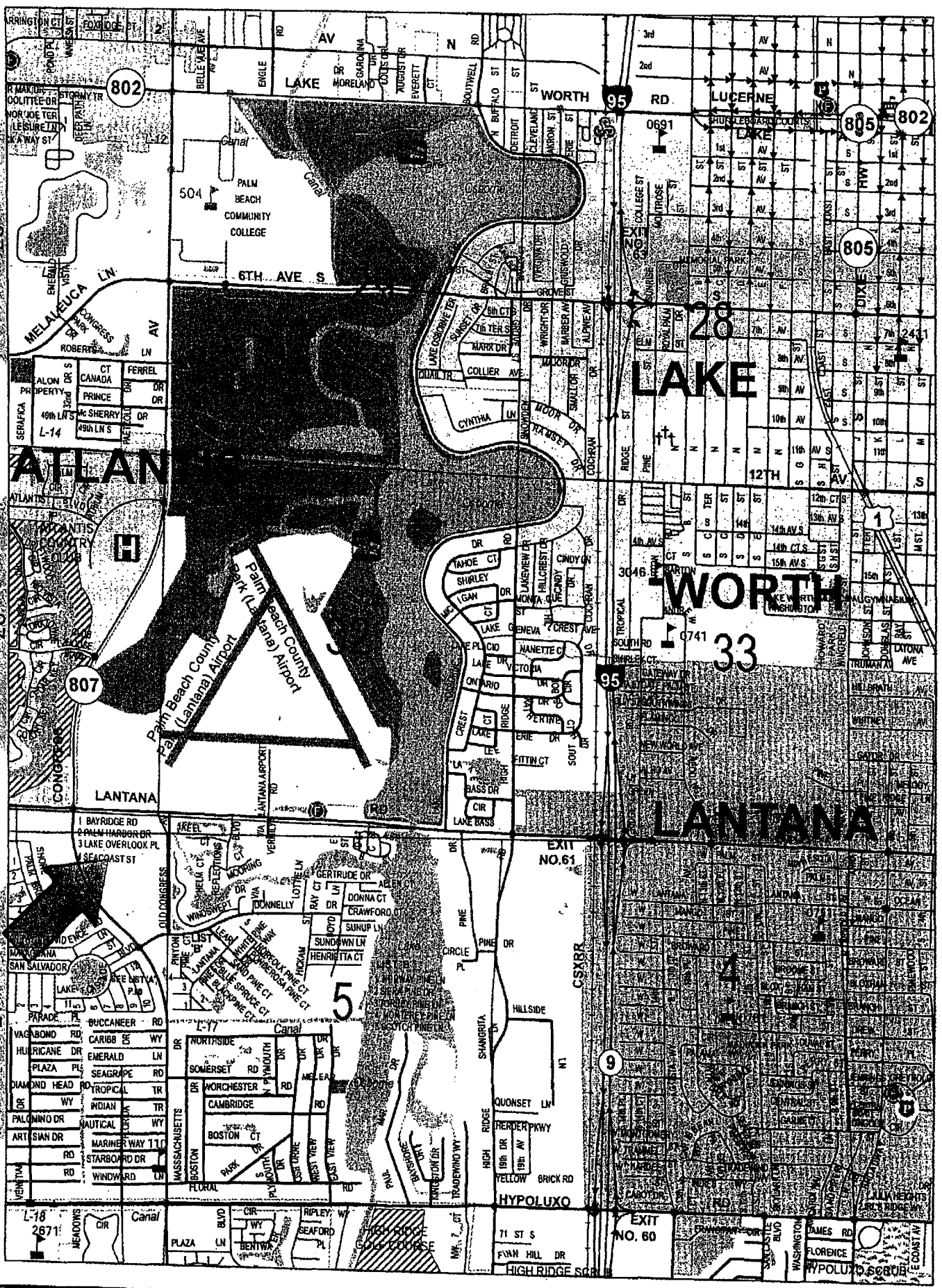
The following table identifies the total fiscal impact of this project including the TCO's estimates that drivers licenses revenues alone (not full services) will be as follows.

	2010	2011	2012	2013	2014
Capital Expenditures	\$4,439,074				
Operating Costs	\$242,217	\$379,082	\$405,084	\$421,288	\$438,139
External Revenues (pending grants and PTA Lease)	\$(217,681)	\$(22,745)	\$(24,305)	\$(25,277)	\$(26,288)
Program Income	\$(49,150)	\$(498,100)	\$(537,419)	\$(441,925)	\$(380,075)
In Kind Match for Prosperity Center		\$(11,372)	\$(12,152)	\$(12,638)	\$(13,144)
Total	\$4,414,460	\$(153,135)	\$(168,792)	\$(58,552)	\$18,632

Please note that the above table indicates that the program revenues expected from drivers license services will be greater than the annual operating costs at the proposed facility.

Background and Policy Issues:

Since FY 2006-07, the TCO has reduced 16 positions from 280 to 264, however, 10 positions have remained unfilled in anticipation of offering driver's license services. In the current fiscal year, those positions were partially funded and will be fully funded in future years. Once the full impact of drivers license services is measured, new positions may be added in 2012 and re-adjusted based on analysis of transactions.



T44

44

T45

LOCATION MAP

11

LEASE AGREEMENT

between

**Larise Atlantis, Inc., a Florida corporation
(Landlord)**

and

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(County)**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into _____, by and between Larise Atlantis, Inc., a Florida corporation, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of the Palm Beach County Tax Collector, a Constitutional Tax Collector Serving Palm Beach County, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landlord is the owner of a shopping center in Palm Beach County, Florida, known as Atlantis Plaza II located at 6228 South Congress Avenue, Lantana, Florida, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a building containing 180,034 square feet of retail space (the "Building") and County desires to lease the Premises as hereinafter defined for the purpose of establishing a branch office for the Palm Beach County Tax Collector's Office (the "TCO"); and

WHEREAS, Landlord is willing to lease the Premises to the County for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of 32,724 total gross square feet of space in the Building as depicted on the floor plan attached hereto as Exhibit "B" and by reference made a part hereof (the "Premises"). Landlord hereby certifies that the Premises contain a combined total of 32,724 gross square feet and _____ net useable square feet of space, as determined in accordance with BOMA building measurement standards. For purposes of this Lease, the Premises shall be separated into two component parts: the "Initial Space" consisting of 20,000 square feet, and the "Expansion Space" consisting of 12,724 square feet, as both areas are depicted on the Floor Plan attached hereto as Exhibit "B." Both collectively comprise the Premises. In the event that County exercises its option to discontinue leasing the Expansion Space as hereinafter provided, the Expansion Space shall thereafter no longer be included as part of the Premises.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by County shall include the exclusive right to use 225 parking space(s) for visitors and 50 parking spaces for employees in the locations depicted on Exhibit "C" attached hereto and by reference made a part hereof, as well as non-exclusive use of the Building common areas (the "Common Areas"). Landlord shall mark said parking spaces and post signs designating said spaces as reserved for use by employees of and visitors to the TCO. Landlord and the TCO shall cooperate in developing a system for parking validation in the enforcement of parking space usage.

Section 1.03 Length of Term and Effective Date.

The term of this Lease shall commence on the date of full execution of this Lease (the "Effective Date"), and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.04 Option to Extend.

County shall have the right and option, provided it is not then in default under this Lease, to extend the Term for two (2) successive five (5) year option period(s). County shall exercise such option(s), if at all, by providing Landlord with notice of such election not later than one hundred and eighty (180) days prior to the end of the then current Term of this Lease.

Section 1.05 Option to Delete the Expansion Space.

County shall have the one time right, at its option, to discontinue leasing the total 12,724 square foot Expansion Space, such option to be exercised not later than eighteen (18) months following the Effective Date. In the event the County exercises said option, County shall, at its costs and expense, construct a demising wall separating the Initial Space from the Expansion Space, stub out electric and water service to the Expansion Space, construct a new storefront entrance directly to the outside for the Expansion Space and a direct storefront entrance for the adjacent vacant 46,000 sq. ft. space in accordance with plans and specifications therefore prepared by County and approved by Landlord. County shall be responsible for the cost of preparing said plans and performance of said work up to a maximum of \$25,000.00. Landlord shall be responsible for any costs in excess of \$25,000.00 and shall reimburse County for said excess costs on a monthly basis upon receipt of invoices from County for said work. In the event any such invoices are not paid by Landlord within 30 days of receipt, County shall have the right to offset said amounts against Rent due from County hereunder. Upon completion of said work and surrender of the Expansion Space to Landlord no later than 24 months following the Effective Date, the County shall be released from all further obligations with respect to the Expansion Space, including, without limitation, payment of Rent.

If County exercises its option to delete the 12,724 square foot Expansion Space, the number of reserved parking spaces shall be reduced proportionate with the reduction in square footage of the Premises to 138 parking spaces for visitors and 30 parking spaces for employees.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

County shall pay Landlord for the use and occupancy of the Premises an annual rental calculated on the basis of \$8.00 per gross square foot of the Premises for which Rent is due ("Annual Rent"), payable in equal monthly installments on the first day of each month in advance.

Section 2.02 Rental Commencement.

Annual Rent for the Initial Space will commence ninety (90) days following the Effective Date (the "Rental Commencement Date").

Annual Rent for the Expansion Space will commence on the date County obtains a certificate of occupancy for the Expansion Space or two (2) years following the Effective Date, whichever occurs first.

Rent payable for any partial month shall be prorated.

Section 2.03 Increases to Annual Rent

Upon the anniversary of the Rental Commencement Date (hereinafter referred to

as the Adjustment Date) and upon each anniversary of the Adjustment Date thereafter during the Term of this Lease or any renewal hereof, the Annual Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index (CPI) for All Urban Consumers, All Items, U.S. City average (1982-1984=100) not seasonally adjusted, issued by the Bureau of Statistics of the U.S. Department of Labor, hereinafter referred to as C.P.I. On the Adjustment Date, the Annual Rent shall be adjusted by multiplying the same by a fraction, the numerator of which shall be the CPI value for the month which is sixty (60) days prior to the Adjustment Date, and, the denominator of which shall be the CPI value for the month in which Rental Commencement Date occurs. In no event shall the Annual Rent after adjustment be less than One Hundred Three Percent (103%) nor greater than One Hundred Seven Percent (107%) of the Annual Rent for the immediately preceding period. In the event that during the Term of this Lease the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher of similar information mutually chosen by the Landlord and County.

Section 2.04 Operating Expenses.

In addition to the Annual Rent, County shall pay Landlord as Additional Rent its proportionate share of Operating Expenses for the Property. Operating Expenses shall include the annual costs incurred and expenses paid by the Landlord for maintenance of the common areas, insuring the Property and taxes, including, but not limited to, ad valorem and non-ad valorem real estate taxes, based upon the maximum allowable discount for early payment whether or not Landlord takes advantage of same, guard service, management fees, water systems repairs and maintenance; licenses; permits; lawn care (including fertilizing and exterior pest control); landscape; mulch, new plantings, tree trimming; common area electric and common area water; annual fire and water inspection fees; life safety system monitoring maintenance and repairs; pylon sign maintenance and ground signs, parking lot maintenance (patch, sweep and replacement of wheelstops); fencing; roofing repairs; undereave and exterior lighting & bulbs; exterior fixture repairs and replacement; pressure cleaning & painting buildings, sidewalks, undereaves, and appurtenances; trash-debris pickup and removal; and dumpster fees. Operating Expenses relate to the entire Property including the buildings, grounds, parking lot and driveways, and not to interior space leased to tenants. Operating Expenses are estimated to be \$4.00 per gross square foot of space for year 2010. County's proportionate share of Operating Expenses for the Initial Space shall be 11.1%. County's Proportionate Share of Operating Expenses for the Expansion Space shall be 7% ("County's Share"). County's obligation to pay its proportionate share of Operating Expenses for the Initial Space shall commence ninety (90) days following the Effective Date. County's obligation to pay its proportionate share of Operating Expenses for the Expansion Space shall commence on the first day of the month which is one (1) full year following the Effective Date. County shall pay its proportionate share of Operating Expenses in equal monthly installments together with its payment of Annual Rent. On or before April 1 of each year during the Term of this Lease, Landlord shall estimate County's proportionate share of the Operating Expenses referred to in this Section for the next calendar year. Landlord shall furnish County with a statement of the actual Operating Expenses for the preceding calendar year together with such supporting documentation as may be reasonably requested by County's Finance Department, and there shall be an adjustment between Landlord and County with additional payment or reduction in payment, as the case may require. Payment by County for increases in Operating Expenses attributed to real estate taxes, property insurance, life and safety contracts and roofing maintenance, not to include new roof installations ("Primary Operating Expenses") shall be computed and based exclusively on County's Proportionate Share of same. Payment by County for increases of all other Operating Expenses defined hereinabove ("Secondary Operating Expenses") shall be based on the

annual increase of CPI as calculated in accordance with Section 2.03 hereinabove of this Lease; provided, however, such annual adjustment shall not be less than three percent (3%) nor be greater than seven percent (7%) per annum of the amount of Secondary Operating Expenses for the preceding year.

Section 2.05 Payment.

All Rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. Rent for the final month of the Term of this Lease shall be prorated. County is a tax-exempt entity. No sales or use tax shall be included or charged with Annual Rent or Additional Rent. Payment of Rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each monthly invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease. County shall pay the first month's installment of Rent, including Additional Rent, of \$20,000 in advance within fourteen (14) days from the Effective Date of this Lease.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY

Section 3.01 Use of Premises.

a) County's Use.

The Premises shall be used for the establishment and operation of a branch office for the TCO. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

b) Prohibited Uses.

Landlord shall not lease space within the Building for any use which generates a parking demand which is materially in excess of normal retail uses during the hours of 8:00 a.m. to 5:00 p.m Monday through Friday. In addition, Landlord shall not lease space within the Building for any use which is of questionable character such as nightclubs, strip clubs and massage parlours. If Landlord shall lease space to any nightclub, Landlord shall require guard service be provided continuously/ daily from 9 PM until 8 AM and daily parking lot is policed each morning for trash pickup.

Section 3.02 Conduct.

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Building in order to conform therewith.

Section 3.03 Hazardous Substances.

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and

equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

ARTICLE IV ALTERATION OF LEASED PREMISES

Section 4.01 Landlord's Work.

Landlord shall perform the work to prepare the Premises for the County's use and occupancy of the Premises as set forth in the Construction Manager At-Risk Contract (CM Contract) and Guaranteed Maximum Price Amendment (GMP) attached hereto as Exhibit "D" (Landlord's Work). County shall pay the cost of Landlord's Work as set forth in the CM Contract and GMP on a progress payment basis.

Landlord shall enter into the CM Contract and GMP which shall: 1) name the County as a third party beneficiary to the CM Contract, 2) name the County as additional insured on all certificates of insurance required by the CM Contract, and 3) name the County as a dual obligee on the performance and payment bond and form of guarantee (the form of the bond and form of guarantee shall be that form provided in advance by County). Prior to commencement of any of the Landlord's Work, the Landlord shall be responsible for providing proof to the County that the Landlord has complied with the three conditions above. The County shall have three business days to review the above for compliance and shall notify the Landlord in writing that it has accepted the documentation or notify the Landlord of any required changes to bring the documentation into compliance with these conditions. The County shall provide the Landlord with a Notice to Proceed: 1) indicating acceptance of the documentation described above, 2) setting the commencement date for the Landlord's Work, and 3) identifying the County's Project Representative (CPR) for the purposes of processing progress payments and changes to the Landlord's Work.

The Landlord shall perform all obligations of Owner pursuant to the CM Contract, and deliver the Premises to County promptly upon completion of Landlord's Work. The County shall accept pay applications, from the Landlord for the Landlord's Work on a monthly basis, in the identical form and substance as required by Exhibit "E". The Landlord shall submit three (3) certified copies of the pay applications to the CPR. The County shall pay the Landlord for the portion of the Landlord's Work that has been completed and approved by the CPR for the period covered by the pay application within twenty-one (21) calendar days of approval by the CPR.

In order to ensure payment in a timely manner, the Landlord is encouraged to invite the CPR to the monthly pay application meetings required by the CM Contract prior to the submittal of any pay application. The Landlord acknowledges that the County will review the pay applications for compliance and in accordance with the provisions of the CM Contract and shall only be obligated to pay the Landlord for Work completed according to the terms of the CM Contract. The Landlord is also encouraged to compel the CM Contractor to copy the CPR on all correspondence required by the CM Contract to be exchanged between the CM Contractor and the Landlord.

The Landlord's Work contemplated by the CM Contract and GMP was prepared by design professionals contracted by the TCO and the County accepts the scope of Work as described. The Landlord's Work shall be delivered in the condition required by the CM Contract. In the CM Contract there are a variety of approvals, requests for clarifications, changes, and requests for substitutions for which the CM Contractor is responsible for securing the approval of the Landlord. The Landlord agrees that it shall not authorize any such items without the prior approval of the CPR. The Landlord and CPR shall meet prior to the commencement of Landlord's Work to determine the specific items which will require the County's approval prior to the Landlord granting authorization to the CM Contractor.

To the extent that changes in the Scope of Work as defined in the CM Contract are necessary to modify and/or improve the Premises to a condition acceptable to the County when completed and are not the responsibility of the CM Contractor pursuant to the terms of CM Contract (Proposed Change), the Landlord shall be required to process a change order to the CM Contract for the Proposed Change and the County shall be obligated to fully fund such change, if said Proposed Change is approved in writing by the CPR. If the County does not ultimately approve such Proposed Change, then the Landlord shall be relieved of any further responsibility for processing the Proposed Change or completing the work to the Premises according to the Proposed Change. All Proposed Changes shall be processed through the CPR. The Landlord may seek payment for approved change orders on the pay application following the approval of the change order and in accordance with the remainder of the terms of the CM Contract.

Landlord shall be responsible for all costs associated with the complete removal of asbestos from within the Premises.

Landlord shall also be responsible for change orders which increase the cost of Landlord's Work beyond that established in the GMP which are: (i) directly attributable to actions of Landlord in limiting the performance of Landlord's Work by the CM Contractor, such as restriction and/or limitation of access to the Premises or areas of the Building to which access is required for performance of Landlord's Work; (ii) changes requested by Landlord which are for the benefit of areas outside of the Premises; and (iii) changes which are required as a result of a condition within the Premises or Building and/or Building systems serving the Premises which were beyond the ability of the County's design professional to identify and/or reasonably anticipate using the commonly accepted knowledge base of similar design professionals. In the event of a dispute between Landlord and County with respect to responsibility for the cost of a change order, County shall notify Landlord of County's position that Landlord is responsible for the cost, Landlord shall cause the CM Contractor to continue the performance of Landlord's Work pursuant to GC22 of the CM Contract without delay. County shall continue to fund the cost of said disputed change order, and the parties shall continue to attempt to negotiate a resolution of said dispute. In the event that said dispute has not been resolved by mutual agreement within sixty (60) days following completion of Landlord's Work, either party may commence an action in the Circuit Court of Palm Beach County seeking judicial determination of the responsibility for said disputed change order. County shall have the right to offset any amounts determined to be due from Landlord against Rent thereafter coming due under this Lease.

Any liquidated damages payable on account of delay in the performance of Landlord's Work shall be applied against the amounts due from County hereunder, subject to and contingent upon the landlord having received its liquidated damages from the Construction Manager pursuant to the CM Contract.

Section 4.02 (a) County's Work.

County shall be responsible for all costs associated with parking lot lighting improvements and resealing and restriping of parking lot surface with such responsibility specifically confined to County's allocated/reserved parking areas. In addition, County will be responsible repainting of the exterior rear of Premises.

After completion of the Landlord's Work contemplated in Section 4.01, County shall be entitled to make alterations, improvements, or additions to the Premises (hereinafter, collectively "Alterations") at its sole cost and expense. County acknowledges and agrees that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in

advance of each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by County, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Landlord and County, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County.

County shall maintain the following portions of the Premises in good repair and condition at County's sole cost and expense during the entire Term of this Lease: the exterior surface of interior walls and partitions, cabinetry, interior painting, plumbing fixtures, electrical fixtures, all components of the HVAC systems serving the Premises, generator and all accessories, interior pest control, all utility lines within the Premises, ceilings, exterior windows, floor coverings, doors, janitorial services, phone, cable and TV. County shall have no obligation to repair any damage arising from any negligent or intentional act or omission of Landlord, its employees, agents or invitees. In the event that maintenance activity is required and is not specifically assigned in this Section 5.01 to the County, it shall be the responsibility of the Landlord. County shall be solely responsible for any County provided equipment replacement required as a result of failure, age, or any other reason other than a negligent or intentional act of Landlord.

Section 5.02 Responsibility of Landlord.

Except as provided in Section 5.01 above, Landlord shall maintain the Premises and all portions thereof in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from County's negligent or intentional acts. If the Landlord shall fail to promptly repair any item in the Premises required to be repaired by Landlord under this Lease within thirty (30) days of written notice from County of the need for such repair, the County may complete such repairs and the Landlord shall reimburse County for all expenses incurred by County in doing so.

Section 5.03 Hazardous Substance Indemnification by Landlord.

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.

**ARTICLE VI
INSURANCE**

Section 6.01 County Insurance.

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

Section 6.02 Personal Property.

All of County's personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

Section 6.03 Insurance by Landlord.

Landlord shall, during the entire Term hereof, keep in full force and effect with an insurance company licensed to do business in the State of Florida and subject to the approval of the Risk Management Department of the County, one or more policies providing for the following coverage:

- a. Liability Insurance: General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability. The General Liability policy shall include coverage for Premises-Operations, Contractual Liability, and Broad Form Property Damage Liability coverages. The policy shall also include coverage for Fire Legal Liability with a limit not less than \$100,000.
- b. Property, Wind, & Flood Insurance: Landlord shall maintain: (1) property insurance in an amount not less than 80% of the total replacement cost of the Building, shell, structural members, roof, roof coverings and utility lines serving the Building and Premises. The settlement clause shall be in a Replacement Cost basis. Coverage shall be written with a special - Cause of Loss (All-Risk). (2) Flood insurance, in an amount not less than 100% of the total replacement cost of the Building; or the maximum amount available from the National Flood Insurance Program, whichever is less. (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than \$1,000,000.
- c. Workers Compensation Insurance: Workers Compensation insurance covering all of Landlord's employees in accordance with Chapter 440 Florida Statutes. Landlord has no employees. In the event any employees are hired by Landlord, it will provide Workers Compensation Insurance in accordance with Chapter 440 Florida Statutes.

A Certificate of Insurance evidencing such insurance coverage shall be provided to County within thirty (30) days of the date of Landlord's execution of this Lease, such Certificate indicating at least thirty (30) days prior notice to County of cancellation or adverse material change in coverage.

**ARTICLE VII
DAMAGE OR DESTRUCTION OF PREMISES AND/OR
COUNTY'S ALTERATIONS**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, for more than thirty (30) days, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County does not exercise its right to terminate this Lease due to any such casualty, Landlord shall within 90 (ninety) days commence restoration of the Building, including the exterior walls, structural members, roof, roof coverings and utility service to exterior of the Premises and diligently pursue such restoration to completion within 180 days of the date of such casualty using materials of like kind and quality or better. Upon completion of Landlord's restoration work, Tenant shall promptly commence restoration of the balance of the Premises and diligently prosecute such work to completion. The Rent due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII UTILITIES AND SERVICES

Landlord shall provide and maintain adequate connections with the local water supply, sewerage systems, gas, electrical and other utilities, by separate meters or submeters. County shall pay for the installation of any meters or submeters required to provide utilities to the Premises. County shall pay for, but not limited to, any fees associated with the utility connection fees, utility installation fees, water meter charges, water and/or sewer capacity charges, and any impact fees, if any, related to the Premises during construction and when the work has been certified as Substantially Complete. County shall select and pay the utility companies directly for all water, fuel gas, electricity and other utilities used by County on the Premises. Except to the extent repair is due to the negligence or willful act or omission of the County, its agents, employees or contractors, not covered or required to be covered, by Landlord's insurance, County shall not be responsible for any utility lines located outside of the Premises (including beneath the floor slab servicing the Premises). County shall be entitled to all savings, credits, allowance, rebates or other incentives awarded by or on behalf of a utility in connection with County's use of the Premises. Notwithstanding the foregoing, County shall be responsible for and promptly pay when due directly to the utility company or service provider, all service charges for any utilities used or provided to County.

ARTICLE IX ASSIGNMENT AND SUBLETTING

County may assign or sublet or encumber this Lease in whole or in part, all or any portion of the Premises, with Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall remain liable for payment of all Rent and other charges due under this Lease which are not paid by such assignee or sublessee. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

Section 10.01 Default by County.

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from

Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertakes such cure within such period and the Landlord is so notified, this Lease will continue.

Section 10.02 Default by Landlord.

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after written notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days written notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

ARTICLE XI ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and Landlord shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

The financial obligations of County hereunder are assumed and will be funded by the TCO pursuant to separate written agreement between the TCO and County. County's obligations hereunder are subject to and contingent upon receipt of required funding from the TCO, which is in turn subject to and contingent upon approval of TCO's annual budgetary funding by the Florida Department of Revenue.

ARTICLE XIII QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the Rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. In any such condemnation proceeding, or negotiations with respect to an agreement in lieu of condemnation, County shall have the right to seek compensation for the loss or reduction in value of its leasehold interest, the value of the Landlord's Work performed to the Premises, and for moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

Section 15.02 Criminal History Records Check

From and after the date which Landlord delivers possession of the Premises to the County, Landlord shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance") if Landlord's employees, agents, or contractors are required under this Lease to enter or work at the site of a "critical facility" as identified in Resolution R2003-1274. Landlord acknowledges and agrees that all employees,

Agents, and contractors who are to perform work in a critical facility will be subject to a state and national fingerprint check based criminal history check.

Section 15.02 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor its employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.03 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

Section 15.04 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby 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:

- (a) If to the Landlord at:
Larise Atlantis, Inc.
3107 Stirling Road, Suite 104
Ft. Lauderdale, FL 33312
Telephone: (954) 965-9900
Fax: (954) 322-6006

- (b) If to the County at:
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Palm Beach County Tax Collector
Attention: _____
301 North Olive Avenue, 3rd Floor
West Palm Beach, Florida 33401
Telephone: 561-355-2141
Fax: 561-355-1110

Roy Lustig, Esq.
Roy R. Lustig, P.A.
One Southeast Third Avenue, Suite 1210
Miami, FL 33131
Telephone: (305) 371-4213
Fax: (305) 371-4259

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

Section 15.05 Disclosure of Beneficial Interest

Landlord represents that simultaneously with Landlord's execution of this Lease, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "F", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the Lease, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 15.04 of this Lease.

Section 15.06 Brokers' Commission.

Each of the parties represents and warrants to the other that the following brokers are involved in the procurement of the Lease: KNR Realty and Southdale Properties, Inc. ("Southdale"), and that neither party has dealt with any other brokers, salesman or agent in connection with this Lease, Landlord shall be responsible for payment of any commission due KNR Realty and agrees to compensate Southdale with Fifty Percent (50%) of all commissions paid. Landlord shall indemnify and hold harmless County and TCO from any future claim related thereto. This provision shall survive the expiration or earlier termination of the Lease.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 15.11 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 15.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 15.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.15 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

Section 15.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.18 Incorporation by Reference.

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

Section 15.19 Effective Date of Lease.

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

Section 15.20 Tax Reductions.

If after request by County, Landlord does not contest any taxes or assessments levied against the Property which would be included in Operating Expenses, County may contest such taxes in its own or in Landlord's name. Landlord agrees to provide County, at County's expense (so long as County approves in advance any expenditures by Landlord on account thereof), with all reasonable assistance in such contest, including joining in and signing pleadings. Any reduction of taxes obtained shall be included in the calculation of Operating Expenses payable by County.

Section 15.21 Subordination, Non-Disturbance and Attornment.

Provided Landlord delivers to County a Subordination Non-Disturbance and Attornment Agreement in substantially the form attached as Exhibit "G" hereto, County

hereby subordinates its rights hereunder to the lien of any ground or underlying leases, any mortgage or mortgages, or the lien resulting from any other method of finance or refinancing, now or hereafter in force against the Property and Building of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the Landlord covering the Premises or Common Areas, or in the event a deed is given in lieu of foreclosure of any such mortgage, County shall attorn to the purchaser, or grantee in lieu of foreclosure, upon any such foreclosure or sale and recognize such purchaser, or grantee in lieu of foreclosure, as the Landlord under this Lease. Landlord shall execute and use its best efforts to cause its current lender, Optimum Bank, to execute and deliver to County for County's execution, a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit "G" within 45 days of the Effective Date. In the event that Landlord is unsuccessful in its efforts to obtain such an agreement from Optimum Bank within 45 days, the County shall have the right, at its option, to terminate this Lease within 15 days thereafter, whereupon the parties shall be relieved of all further obligations hereunder.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESS:

LANDLORD:

By: _____

Title: _____

(SEAL)

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

SCHEDULE OF EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY**
- EXHIBIT "B" - FLOOR PLAN OF "BUILDING"**
- EXHIBIT "C" - PARKING SITE PLAN**
- EXHIBIT "D" - LANDLORD'S WORK**
- EXHIBIT "E" - PAY APPLICATION**
- EXHIBIT "F" - LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS**
- EXHIBIT "G" - SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE "PROPERTY"

This is Not

ORB 8577 P. 1176

EXHIBIT "A"

PROPERTY DESCRIPTION FOR ATLANTIS PLAZA II

PARCEL I

A parcel of land in the Northeast quarter of Section 6, Township 45 South, Range 43 East, Palm Beach County, Florida, lying Northeasterly of the Easterly Right-of-Way of Congress Avenue as recorded in Road Book 2, at Page 135, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 6; thence South 00 degrees 16 minutes 35 seconds East, a distance of 297.00 feet to a line parallel to and 297.00 feet South of, as measured at right angles to the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West along said parallel line, a distance of 33.00 feet to a line parallel to and 33.00 feet West of, as measured at right angles to the East line of said Section 6, said point also being the POINT OF BEGINNING; thence South 00 degrees 16 minutes 35 seconds East along said parallel line, a distance of 826.59 feet to a line parallel to and 1,123.59 feet South of, as measured at right angles to the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West along said parallel line, a distance of 603.00 feet to a line parallel to and 603.00 feet West of, as measured at right angles to the East line of said Section 6; thence South 00 degrees 16 minutes 35 seconds East along said parallel line, a distance of 268.04 feet to the said Easterly Right-of-Way line of Congress Avenue; thence North 47 degrees 44 minutes 45 seconds West along said Easterly Right-of-Way of Congress Avenue, a distance of 182.03 feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 1,860.08 feet and a central angle of 26 degrees 33 minutes 37 seconds; thence Northwesterly along the arc of said curve and said Easterly Right-of-Way of Congress Avenue, a distance of 862.27 feet to a point of intersection with a line parallel to and 560.00 feet South of, as measured at right angles to the North line of said Section 6; thence North 89 degrees 33 minutes 57 seconds East along said parallel line, a distance of 762.31 feet to a line parallel to and 488.04 feet West of, as measured at right angles to the East line of said Section 6; thence North 00 degrees 16 minutes 35 seconds West along said parallel line, a distance of 263.00 feet to said parallel line being 297.00 feet South of, as measured at right angles to the North line of said Section 6; thence North 89 degrees 33 minutes 57 seconds East along said parallel line, a distance of 455.04 feet to said POINT OF BEGINNING.

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ORB 8577 P: 1177

LESS AND EXCEPT FROM THE FOREGOING DESCRIBED PARCEL I THE FOLLOWING DESCRIBED FOUR PARCELS, ENUMERATED PARCEL A, PARCEL B, PARCEL C AND PARCEL D:

PARCEL A

Commence at the Northeast corner of said Section 6, thence South 00 degrees 16 minutes 35 seconds East along the East line of said Northeast Quarter (NE 1/4), a distance of 1,123.59 feet to a Point of Intersection with a line parallel to and 1,123.59 feet South of, as measured at right angles to, the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West, a distance of 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 33 minutes 57 seconds West, a distance of 453.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 37.50 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 205.00 feet; thence South 00 degrees 26 minutes 03 seconds East, a distance of 68.91 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 30.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 195.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 30.00 feet; thence South 00 degrees 26 minutes 03 seconds East, a distance of 5.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 164.08 feet to a Point of Curvature of a circular curve concave to the Southeast, having a radius of 25.00 feet and a central angle of 35 degrees 13 minutes 31 seconds; thence Southwesterly along the arc of said curve, an arc distance of 15.37 feet; thence South 54 degrees 20 minutes 26 seconds West, a distance of 14.66 feet to a Point of Curvature of a circular curve concave to the Southeast, having a radius of 30.00 feet and a central angle of 36 degrees 33 minutes 14 seconds; thence Southwesterly along the arc of said curve, an arc distance of 19.14 feet to a Point of Non-Radial Intersection with a circular curve concave to the Northeast, whose radius point bears North 53 degrees 23 minutes 00 seconds East from said point, having a radius of 1,850.08 feet and a central angle of 01 degrees 44 minutes 59 seconds; thence Northwesterly along the arc of said curve, an arc distance of 56.50 feet to a Point of Non-Radial Intersection with a circular curve concave to the Northwest, whose radius point bears North 24 degrees 14 minutes 01 seconds West from said point, having a radius of 30.00 feet and a central angle of 11 degrees 25 minutes 33 seconds; thence Northeasterly along the arc of said curve, an arc distance of 5.98 feet; thence North 54 degrees 20 minutes 26 seconds East, a distance of 36.19 feet to a Point of Curvature of a circular curve concave to the Southeast, having a radius of 45.00 feet and a central angle of 35 degrees 13 minutes 31 seconds; thence Northeasterly along the arc of said curve, an arc distance of 27.67 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 173.61 feet;

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ORB 8577 P. 1178

thence South 00 degrees 26 minutes 03 seconds East, a distance of 10.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 285.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 85.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 55.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 280.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 84.51 feet; thence North 00 degrees 16 minutes 35 seconds West, a distance of 263.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 25.04 feet; thence South 00 degrees 16 minutes 35 seconds East, a distance of 826.59 feet to the POINT OF BEGINNING.

AND LESS
PARCEL D

Commence at the Northeast corner of said Section 6; thence South 00 degrees 16 minutes 35 seconds East along the East line of said Northeast Quarter (NE 1/4), a distance of 560.00 feet to a point of intersection with a line parallel to the 560.00 feet South of, as measured at right angles to, the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West along said line being parallel with the North line of said Section 6, a distance of 1,239.65 feet to a Point of Non-Radial Intersection with a circular curve concave to the Northeast whose radius point bears North 68 degrees 41 minutes 50 seconds East, having a radius of 1,850.08 feet and a central angle of 26 degrees 26 minutes 35 seconds; thence Southeasterly along the arc of said curve, an arc distance of 853.84 feet; thence South 47 degrees 44 minutes 45 seconds East, a distance of 172.86 feet; thence South 00 degrees 16 minutes 35 seconds East, a distance of 13.57 feet to a point on the existing Northeastery Right-of-Way of Congress Avenue as recorded in Road Book 2, at Page 135, of the Public Records of Palm Beach County, Florida; thence North 47 degrees 44 minutes 45 seconds West along said Right-of-Way, a distance of 182.03 feet to a point of curvature of a circular curve concave to the Northeast, having a radius of 1,860.08 feet and a central angle of 26 degrees 33 minutes 37 seconds; thence Northwesterly along the arc of said curve and being a part of said Right-of-Way, an arc distance of 862.27 feet to a Point of Non-Radial Intersection, whose radius point bears North 68 degrees 48 minutes 52 seconds East; thence North 89 degrees 33 minutes 57 seconds East, a distance of 10.70 feet to the point of beginning.

This is not a legal description

ORB 8577 Pg 1179

AND LESS
PARCEL C

Commence at the Northeast corner of said Section 6; thence South 00 degrees 16 minutes 35 seconds East along the East line of said Northeast Quarter (NE 1/4), a distance of 560.00 feet to a Point of Intersection with a line parallel to and 560.00 feet South of, as measured at right angles to, the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West, a distance of 966.55 feet to the POINT OF BEGINNING; thence South 00 degrees 26 minutes 03 seconds East, a distance of 195.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 185.55 feet to a point of non-radial intersection with a circular curve concave to the Northeast, whose radius point bears North 62 degrees 04 minutes 25 seconds East, having a radius of 1,850.08 feet and a central angle of 06 degrees 37 minutes 35 seconds, said curve also being a part of the proposed Right-of-Way of Congress Avenue; thence Northwesterly along the arc of said curve, an arc distance of 213.87 feet to a point of non-radial intersection with said line parallel to the North line of said Section 6; thence North 89 degrees 33 minutes 57 seconds East along said line, a distance of 273.10 feet to the POINT OF BEGINNING.

AND LESS
PARCEL D

Commence at the Northeast corner of said Section 6; thence South 00 degrees 16 minutes 35 seconds East along the East line of said Northeast Quarter (NE 1/4), a distance of 966.00 feet to a point of intersection with a line parallel to and 966.00 feet South of, as measured at right angles to, the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West, a distance of 781.45 feet to the POINT OF BEGINNING; thence South 00 degrees 26 minutes 03 seconds East, a distance of 195.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 90.00 feet; thence South 00 degrees 26 minutes 03 seconds East, a distance of 45.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 54.63 feet; thence South 46 degrees 36 minutes 53 seconds East, a distance of 30.57 feet; thence South 43 degrees 23 minutes 07 seconds West, a distance of 56.44 feet to a point on the proposed Right-of-Way line of Congress Avenue; thence North 47 degrees 44 minutes 45 seconds West along said Right-of-Way, a distance of 1.52 feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 1,850.08 feet and a central angle of 11 degrees 07 minutes 45 seconds; thence Northwesterly along the arc of said curve and said Right-of-Way, an arc distance of 359.36 feet.

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ORB 8577 P. 1180

to a point of intersection with a circular curve concave to the southeast whose radius point bears South 79 degrees 12 minutes 48 seconds East, having a radius of 30.00 feet and a central angle of 36 degrees 33 minutes 14 seconds; thence Northeasterly along the arc of said curve, an arc distance of 19.14 feet to a point of tangency; thence North 54 degrees 20 minutes 26 seconds East, a distance of 14.66 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 25.00 feet and a central angle of 35 degrees 13 minutes 31 seconds; thence Northeasterly along the arc of said curve, an arc distance of 15.37 feet to a point of tangency; thence North 89 degrees 33 minutes 57 seconds East, a distance of 164.08 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 5.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 20.00 feet to the POINT OF BEGINNING.

Bearings based on the East line of Section 6, Township 45 South, Range 43 East, as South 00 degrees 16 minutes 35 seconds East.

TOGETHER WITH

PARCEL II

A parcel of land lying within the Northeast quarter of Section 6, Township 45 South, Range 43 East, Palm Beach County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 6, thence South 00 degrees 16 minutes 35 seconds East along the East line of said Northeast quarter, a distance of 1,123.59 feet to a Point of Intersection with a line parallel to and 1,123.59 feet South of, as measured at right angles to, the North line of said Section 6; thence South 89 degrees 33 minutes 57 seconds West, a distance of 33.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 33 minutes 57 seconds West, a distance of 453.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 37.50 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 205.00 feet; thence South 00 degrees 26 minutes 03 seconds East, a distance of 68.91 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 80.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 195.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 30.00 feet; thence South 00 degrees 26 minutes 03 seconds East, a distance of 5.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 164.08 feet to a Point of Curvature of a circular curve concave to the Southeast, having a radius of 25.00

PROPERTY DESCRIPTION
PAGE 5 OF 6 PAGES

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ORB 8577 Pg 1181

feet and a central angle of 35 degrees 13 minutes 31 seconds; thence Southwesterly along the arc of said curve, an arc distance of 15.37 feet; thence South 4 degrees 20 minutes 26 seconds West, a distance of 14.66 feet to a Point of Curvature of a circular curve concave to the Southeast, having a radius of 30.00 feet and a central angle of 36 degrees 33 minutes 14 seconds; thence Southwesterly along the arc of said curve, an arc distance of 19.14 feet to a Point of Non-Radial Intersection with a circular curve concave to the Northeast, whose radius point bears North 53 degrees 23 minutes 00 seconds East from said point, having a radius of 1,850.08 feet and a central angle of 01 degrees 44 minutes 59 seconds; thence Northwesterly along the arc of said curve, an arc distance of 56.50 feet to a Point of Non-Radial Intersection with a circular curve concave to the Northwest, whose radius point bears North 24 degrees 14 minutes 01 seconds West from said point, having a radius of 30.00 feet and a central angle of 11 degrees 45 minutes 33 seconds; thence Northeasterly along the arc of said curve, an arc distance of 5.98 feet; thence North 54 degrees 20 minutes 26 seconds East, a distance of 36.19 feet to a Point of Curvature of a circular curve concave to the Southeast, having a radius of 30.00 feet and a central angle of 35 degrees 13 minutes 31 seconds; thence Northeasterly along the arc of said curve, an arc distance of 27.67 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 173.61 feet; thence South 00 degrees 26 minutes 03 seconds East, a distance of 10.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 285.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 85.00 feet; thence South 89 degrees 33 minutes 57 seconds West, a distance of 55.00 feet; thence North 00 degrees 26 minutes 03 seconds West, a distance of 280.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 84.51 feet; thence North 00 degrees 16 minutes 35 seconds West, a distance of 263.00 feet; thence North 89 degrees 33 minutes 57 seconds East, a distance of 455.04 feet; thence South 00 degrees 16 minutes 35 seconds East, a distance of 826.59 feet to the POINT OF BEGINNING.

Bearings based on the East line of Section 6, Township 45 South, Range 43 East, as South 00 degrees 16 minutes 35 seconds East.

ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE IS A TWO
PAGE DESCRIPTION SKETCH, WHICH IS
NOT A SURVEY, FOR THE SOLE PURPOSE
OF COMPLIANCE WITH SECTION 28.222(4),
FLORIDA STATUTES.

PROPERTY DESCRIPTION
PAGE 6 OF 6 PAGES

Property Appraisers Parcel Identification (Folio) Number(s):

LICENSURE & CERTIFICATE

LEGAL DESCRIPTION

APPROPRIATION

RECORDERS MEMO

LOCATION MAP

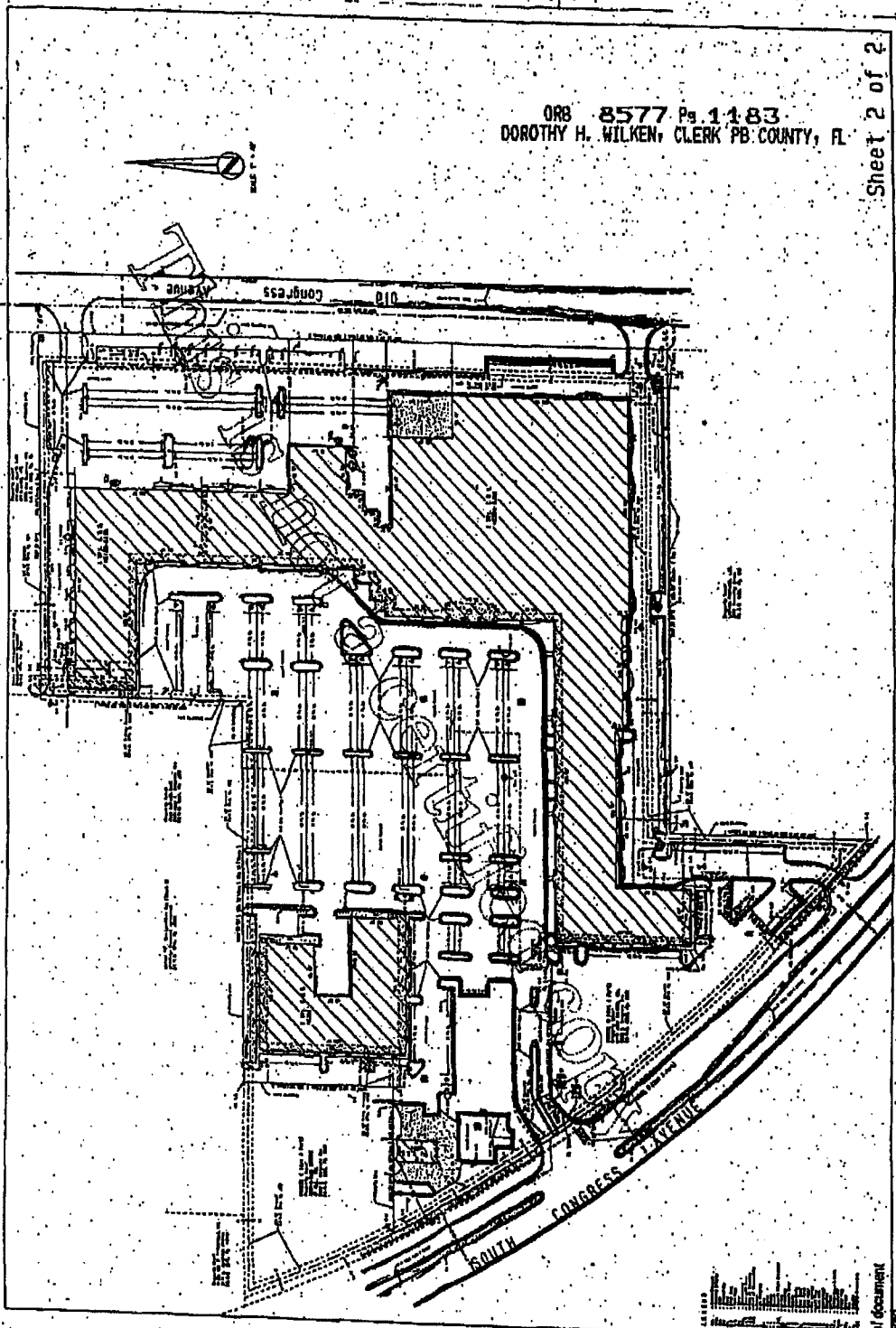
Sheet 1 of 2

Unfiled copy

RECORDERS MEMO: Legibility of document unsatisfactory when received.

ORB 8577 Ps. 1-83
DOROTHY H. WILKEN, CLERK PB. COUNTY, FL.

Sheet 2 of 2



REPRODUCED FROM THE LEGISLATIVE ARCHIVES OF FLORIDA
UNIVERSITY MICROFILMS INTERNATIONAL

EXHIBIT "B"

FLOOR PLAN OF "BUILDING"

EXHIBIT B - FLOOR PLAN **LARISE** *Atlantis, Inc.*

B5. BUILDING PLAN

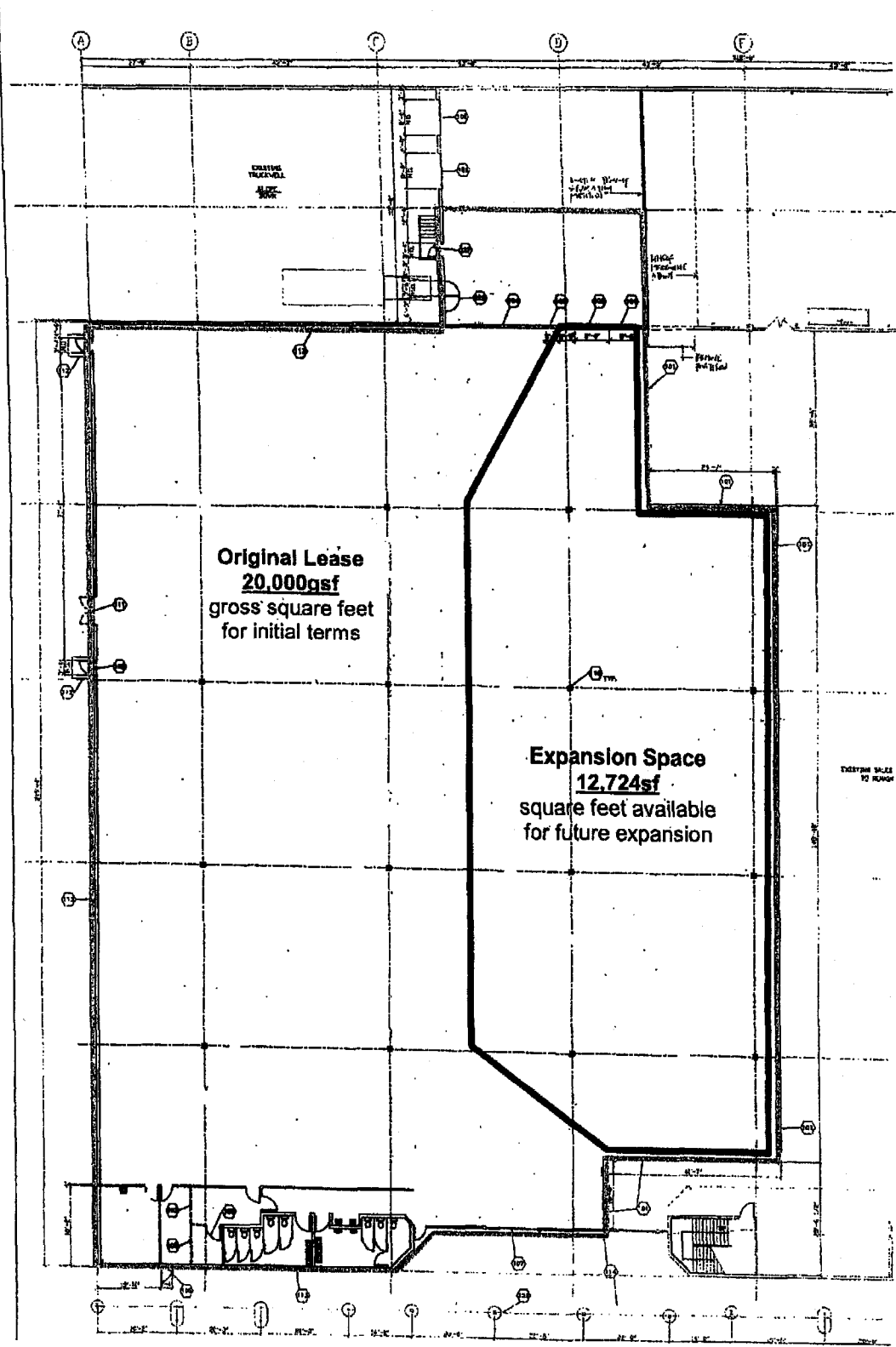


EXHIBIT "C"
PARKING SITE PLAN

4. Minimum Requirements

PARKING

EXHIBIT "C" - PARKING SITE PLAN

- K1. 11 Handicap Spaces ■ The Property meets County's requirement for 1.5 times code.
- K2. 225 Parking Spaces ☼
- K3. 50 Staff Parking ■

