

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 7, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment Number Two to Lease Agreement (R99-1418D) dated July 27, 1999, with Mil Lake Annex, LLC for the continued use of 31,733 sf of warehouse space for the Palm Beach County Library Department within the Mil-Lake Plaza located in Greenacres at an annual rate of \$259,421.40.

Summary: Since 1999, the County on behalf of the Library Department, has leased the space within the Mil-Lake Plaza located at 4639 Lake Worth Road in Greenacres. The current term of the Lease Agreement expires on March 31, 2011. This Amendment: i) exercises the first renewal option, extending the term of the Lease for two (2) years, from April 1, 2011, through March 31, 2013, ii) commencing on April 1, 2011, decreases the annual rental rate by 15% from \$305,201.65 (\$9.62/sf) to \$259,421.40 (\$8.18/sf), with annual increases of 4% or CPI-U, whichever is less; iii) adds language acknowledging the power and authority of the Office of Inspector General and, iv) updates the Notice provision for the Landlord. The County will continue to be responsible for real estate taxes which are estimated to be \$37,000 for 2011, and pay for all utility costs. All other terms and conditions of the Lease Agreement shall remain in full force and effect. (PREM) District 2 (HJF)

Background and Justification: On July 27, 1999, the Board approved the initial Lease Agreement for a period of six (6) years with two (2) options to extend, each for a one (1) year period. The Board approved exercise of the two (2) extension options (R2005-1710 and R2006-2226 respectively). On January 15, 2008, the Board approved Amendment Number One extending the term for three years and providing for two (2) options to extend, each for a two (2) year period. The amended term will expire on March 13, 2011. The County does not have any County-owned space available for the PBC Library Department's use. This Amendment will provide for the continued use of the space for the acquisition, preparation, and non-public storage of library materials, as well as the Outreach Services Section which includes talking books, books by mail, the Bookmobile, and the Volunteer Literacy Tutoring Program. 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. Mil Lake Annex, LLC, a Florida limited liability company, provided a Disclosure attached as Attachment 4. This Disclosure identifies the following as holding a 5% or greater beneficial interest in Mil Lake Annex, LLC: Carlos Montecalvo with a 10% interest, Mario Montecalvo with a 23.4% interest, and Roberto Dell'Aquila and Juan P. Borroni each holding a 33.3% interest. One two (2) year extension option remains available.

- Attachments:**
- 1. Location Map
 - 2. Amendment Number Two
 - 3. Budget Availability Statement
 - 4. Disclosure of Beneficial Interests

Recommended By: [Signature] Department Director 11/15/10
Date

Approved By: [Signature] County Administrator 11/29/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>\$129,710.70</u>	<u>\$308,648.26</u>	<u>\$181,087.62</u>	<u>\$-0-</u>	<u>\$-0-</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$129,710.70</u>	<u>\$308,648.26</u>	<u>\$181,087.62</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 1180 Dept 320 Unit 3200 Object 4410
 Program _____

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

FY11 budget had already been approved by the Board for the current lease term which expires March 31, 2011, along with the real estate taxes to be paid in December which were estimated to be \$37,000. Approval of this Amendment provides for a 15% rental rate reduction effective April 1, 2011, with annual 4% adjustments applied in October.

FY11 reflects the 15% rent reduction effective April 1, 2011.

FY12 reflects an estimated 4% annual increase and includes real estate taxes estimated to be \$38,850.

FY13 reflects an estimated 4% annual increase and includes real estate taxes estimated to be \$40,792.50

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/23/2010
 OFMB
 98
 11/23/10 SW
 11/23/10
 11/23/10

[Signature] 11/23/10
 Contract Development and Control

B. Legal Sufficiency:

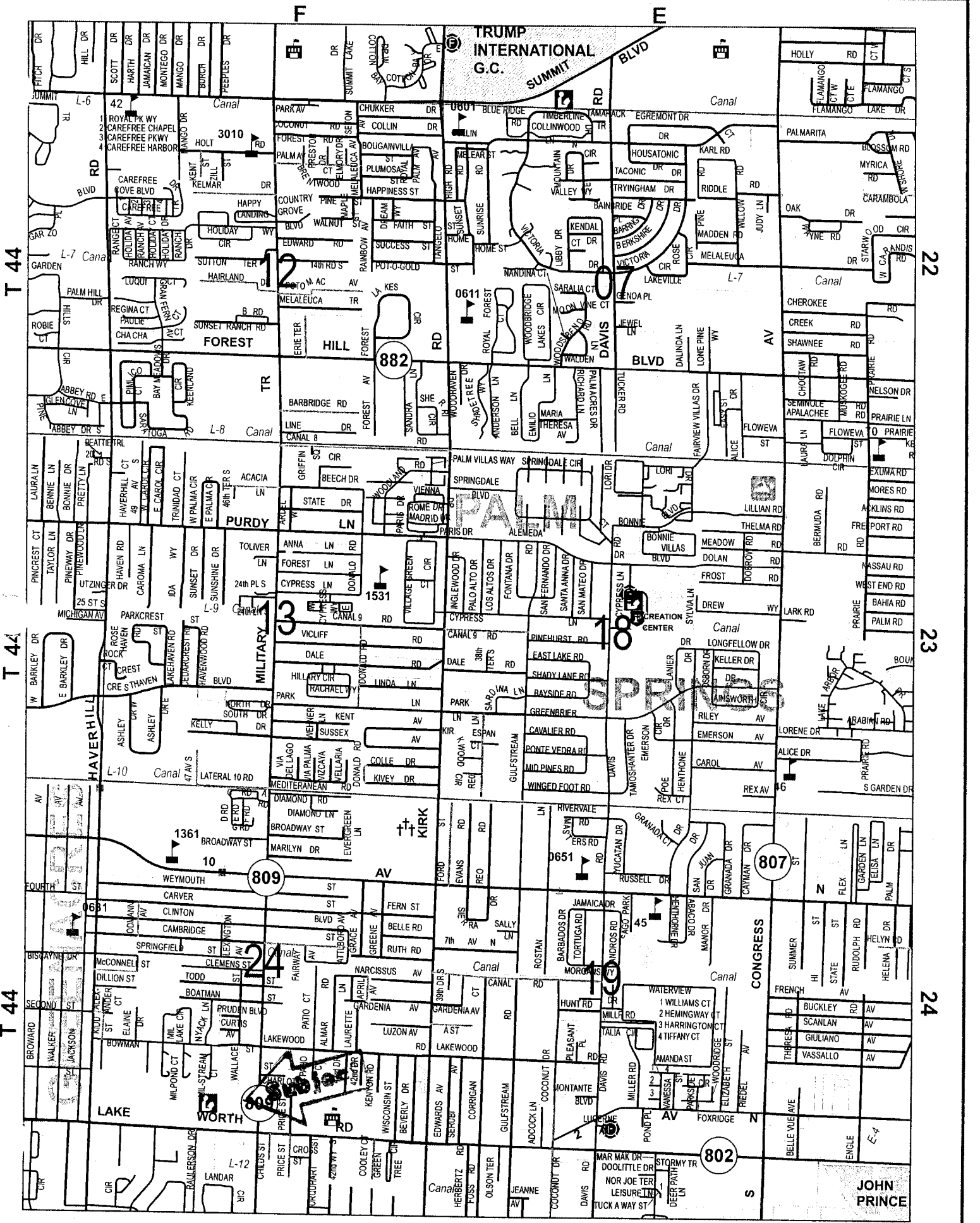
[Signature] 11/24/10
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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



LOCATION MAP

ATTACHMENT # 1



AMENDMENT NUMBER TWO
TO LEASE AGREEMENT

THIS AMENDMENT NUMBER TWO TO LEASE AGREEMENT (“Amendment Number Two”) made and entered into on _____, by and between MIL LAKE ANNEX, LLC, a Florida limited liability company, hereinafter referred to as “Lessor” and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the Library Taxing District and its related agencies, hereinafter referred to as “Lessee”.

Whereas, Wellington Financial Holdings, Inc., the original Lessor, and Lessee entered into that certain Lease Agreement dated July 27, 1999 (R99-1418D) (the “Lease”) for the use of the Premises as defined in the Lease, which includes two metal framed single story retail/warehouse buildings located within the Mil-Lake Plaza, 4639 Lake Worth Road, Greenacres, containing approximately 31,733 rentable square feet; and

Whereas, Wellington Financial Holdings, Inc., sold the Premises to Mil Lake Annex, LLC; and

Whereas, the Lease has been amended to extend the Term, provide extension options, and modify other provisions of the Lease; and

Whereas, Lessee wishes to exercise the first of its current options to extend the Lease for an additional period of two (2) years; and

Whereas, the parties desire to reduce the Rent and modify other provisions of the Lease; and

Whereas, Lessor hereby acknowledges that Lessee is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the parties agree to modify the Lease as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined or amended herein shall have the same meaning as ascribed to them in the Lease.
2. Lessee hereby exercises the first (1st) two (2) year extension option, extending the Lease from April 1, 2011, to March 31, 2013.
3. **Section 2.01, Annual Rent**, is modified to provide that commencing on April 1, 2011, and subject to the provisions of Section 2.02 hereof, Lessee shall pay Lessor an initial annual Rent, calculated on the basis of \$8.18 per rentable square foot contained within the

Premises, of Two Hundred Fifty-Nine Thousand Four Hundred Twenty-One and 40/100 Dollars (\$259,421.40), which shall be payable in advance in equal monthly installments of Twenty-One Thousand Six Hundred Eighteen and 45/100 Dollars (\$21,618.45).

4. **Section 14.01, Notices and Consents**, is modified as follows:

(a) if to the Lessor at:

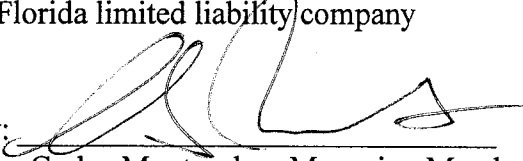
Mil Lake Annex, LLC
Attention: Managing Member
P.O. Box 611627
North Miami Beach, FL 33261-1627

5. Lessor represents that simultaneously with Lessor's execution of this Amendment Number Two, Lessor has executed and delivered to Lessee, the Lessor's Disclosure of Beneficial Interests attached hereto as Exhibit "A", 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 Premises as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor 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 Premises after the date of execution of the Disclosure until the Effective Date of this Amendment Number Two, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 14.01 of this Lease, as amended.
6. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.
7. This Amendment Number Two shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
8. Except as modified by this Amendment Number Two, the Lease, as amended by Amendment Number One, remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

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

LESSOR:

MIL LAKE ANNEX LLC
a Florida limited liability company

By: 
Carlos Montecalvo, Managing Member

WITNESS:


Witness Signature

Roberto Dell'Aquila
Print Witness Name


Witness Signature

Ramo Montecalvo
Print Witness Name

ATTEST:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
, Chair

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Assistant County Attorney

Audrey Wolf

Audrey Wolf, Director
Facilities Development & Operations

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: September 28, 2010 REQUESTED BY: Richard Bogatin

PHONE: 561.233.0214
FAX: 561.233.0210

PROJECT TITLE: Library Annex Mil Lake Plaza Amendment No.2 PROJECT NO.:2010-5.016

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>\$129,710.70</u>	<u>\$308,648.26</u>	<u>\$181,087.62</u>	<u>\$-0-</u>	<u>\$-0-</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$129,710.70</u>	<u>\$308,648.26</u>	<u>\$181,087.62</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: 1180 DEPT: 320 UNIT: 3200 OBJ: 4410
SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

RECEIVED

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: _____)
- Park Improvement Fund (source/type: _____)
- General Fund Operating Budget Federal/Davis Bacon
- _____ _____ _____

OCT 19 2010

SUBJECT TO IG FEE? YES NO

Department: Library

BAS APPROVED BY: Claudia Gray Hamilton DATE: 10-15-10

ENCUMBRANCE NUMBER:

EXHIBIT "A"

DISCLOSURE OF BENEFICIAL INTEREST

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

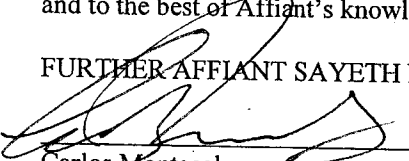
TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

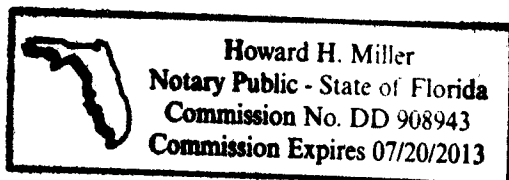
BEFORE ME, the undersigned authority, this day personally appeared, Carlos Montecalvo, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

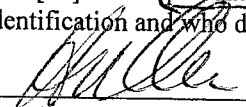
1. Affiant is the Managing Member of Mil Lake Annex, LLC, a Florida Limited Liability Company), (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 21396 Marina Cove Circle, Suite J15, Aventura, Florida 33180
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

 , Affiant
Carlos Montecalvo

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25 day of October, 2010, by Carlos Montecalvo [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.




Notary Public

Howard Miller
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 07/20/2013

ATTACHMENT # 1

EXHIBIT "A"

PROPERTY

Legal Description

Parcel No. 1

The following two parcels of land lying in Section 24, Township 44 South, Range 42 East, Palm Beach County, Florida:

Commencing at the Southeast corner of the Southwest Quarter of Section 24, Township 44 South, Range 42 East, Palm Beach County, Florida; Thence North 87°29'21" West along the South line of said Section 24, a distance of 999.86 feet to a point; Thence North 1°40'08" East, a distance of 240.00 feet to the point of beginning of Parcel 2, Thence continued North 1°40'08" East, a distance of 365.91 feet to a point; Thence South 87°29'21" East, a distance of 131.60 feet to a point; Thence South 2°30'39" West, a distance of 108.90 feet to a point; Thence South 87°29'21" East, a distance of 325.00 feet to a point; Thence South 2°30'39" West, a distance of 256.97 feet to a point; Thence North 87°29'21" West, a distance of 451.22 feet to the point of beginning.

Together with:

Commencing at the Southeast corner of the Southwest quarter of Section 24, Township 44 South, Range 42 East, Palm Beach County, Florida; Thence North 87°29'21" West along the South line of Section 24, a distance of 999.86 feet to a point; Thence North 1°40'08" East, a distance of 605.91 feet to a point; Thence South 87°29'21" East, a distance of 131.60 feet to a point; Thence South 2°30'39" West, a distance of 108.90 feet to the point of beginning.

Thence South 87°29'21" East, a distance of 325.00 feet to a point; Thence North 2°30'39" East, a distance of 7.90 feet to a point; Thence North 87°29'21" West, a distance of 325.00 feet to a point; Thence South 2°30'39" West, a distance of 7.90 feet to the point of beginning.

Parcel No. 2

A non-exclusive mutual and reciprocal right-of-way for the benefit of Parcel No. 1, for the purpose of ingress and egress, parking and utilities as granted and created in that Cross Easement Agreement recorded in Official Records Book 3897, Page 604, over and across the following:

All of the lands encompassed in the Plat of Mil-Lake Plaza, P.C.D., according to the Plat thereof, as recorded in Plat Book 44, Page 88, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM, those lands described as Parcel No. 1 hereinabove.

Parcel No. 3

Non-exclusive easements as granted in that certain Cross Easement Agreement dated January 21, 1998, by and between WayJohn, Inc., d/b/a Kentucky Fried Chicken, Mil-Lake Corporation, d/b/a Mil-Lake Shopping Center and Scotty's, Inc., recorded January 26, 1998 in Official Records Book 10197, Page 585, Public Records of Palm Beach County, Florida.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2010

PRODUCER
Wells Fargo Ins Services USA, Inc. (WPB)
2054 Vista Parkway
West Palm Beach FL 33411-2718
(561) 655-5500 (561) 655-5509

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
Del Viso, Llc, A Fl DbA Mil-Lake Plaza

P. O. Box 611627
North Miami FL 33261

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance Company	18988
INSURER B:	11150
INSURER C: Transportation Insurance Compa	20494
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	7268863609	10/13/2010	10/13/2011	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non-owned Auto 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	4699292100	10/13/2010	10/13/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC173781032	5/25/2010	5/25/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Named Insured includes: Del Viso, LLC, Mil Lake Annex, LLC Property Location: 4519 Lake Worth Road, A&B, Lake Worth FL Property Location: Mil Lake Plaza - 4639 Lake Worth Road, Lake Worth, FL 33643. Certificate Holder listed is Additional Insured.

CERTIFICATE HOLDER
Palm Beach County Board of County Commissioners
c/o Facilities Development & Operations Dept.
Property & Real Estate Mgt Div
2633 Vista Parkway
West Palm Beach FL 33411

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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE

10/29/2010

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

PRODUCER Wells Fargo Ins Services USA, Inc. 2054 Vista Parkway West Palm Beach FL 33411-2718		PHONE (A/C, No, Ext): (561) 655-5500	COMPANY Arch Insurance Company One Liberty Plaza 53rd Floor New York NY 10006	
CODE: AGENCY CUSTOMER ID#: 37818	SUB CODE:			
INSURED Del Viso, Llc, A Fl DbA Mil-Lake Plaza P. O. Box 611627 North Miami FL 33261		LOAN NUMBER	POLICY NUMBER ESP002700602	CONTINUED UNTIL TERMINATED IF CHECKED
		EFFECTIVE DATE 5/7/2010	EXPIRATION DATE 5/7/2011	<input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

4517 Lake Worth Road, Lake Worth, FL
 4639 Lake Worth Road, Lake Worth, FL
 4511 Lake Worth Road, Lake Worth, FL
 4641-4663 Lake Worth Road, Lake Worth, FL
 4515 Lake Worth Road, Lake Worth, FL
 4629 Lake Worth Road, Lake Worth, FL

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Buildings located at Mil Lake Shopping Center Special Form, Replacement Cost, 100% co-insurance	11,820,005	10,000
Wind Sublimit - \$2,500,000 - \$100,000 ded	2,500,000	100,000


REMARKS (Including Special Conditions)

Named Insured includes: Del Viso, LLC, Mil Lake Annex, LLC Property Location: 4519 Lake Worth Road, A&B, Lake Worth FL Property Location: Mil Lake Plaza - 4639 Lake Worth Road, Lake Worth, FL 33643. Certificate Holder listed is Additional Insured.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Board of County Commissioners c/o Facilities Development & Operations Dept. Property & Real Estate Mgt Div 2633 Vista Parkway West Palm Beach FL 33411	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED/LESSOR
	LOAN#	
AUTHORIZED REPRESENTATIVE 		

ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE

10/29/2010

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

PRODUCER Wells Fargo Ins Services USA, Inc. 2054 Vista Parkway West Palm Beach FL 33411-2718		PHONE (A/C.No. Ext): (561) 655-5500		COMPANY Arch Insurance Company One Liberty Plaza 53rd Floor New York NY 10006	
CODE: AGENCY CUSTOMER ID#: 37818		SUB CODE:			
INSURED Del Viso, Llc, A Fl DbA Mil-Lake Plaza P. O. Box 611627 North Miami FL 33261		LOAN NUMBER	POLICY NUMBER ESP002700602	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		EFFECTIVE DATE 5/7/2010	EXPIRATION DATE 5/7/2011		
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

4519 Lake Worth Road, Lake Worth, FL
 4603-4621 Lake Worth Road, Lake Worth, FL

COVERAGE INFORMATION


COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Board of County Commissioners c/o Facilities Development & Operations Dept. Property & Real Estate Mgt Div 2633 Vista Parkway West Palm Beach FL 33411	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED/LESSOR
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**
[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Previous on List](#)[Next on List](#)[Return To List](#)

Entity Name Search

No Events

No Name History

Detail by Entity Name

Florida Limited Liability Company

MIL LAKE ANNEX, LLC

Filing Information

Document Number L04000024346

FEI/EIN Number 331089752

Date Filed 03/30/2004

State FL

Status ACTIVE

Principal Address

4639 LAKE WORTH RD
LAKE WORTH FL 33463

Changed 02/02/2005

Mailing Address

PO BOX 611627
NORTH MIAMI FL 33261-1627

Changed 02/02/2005

Registered Agent Name & Address

MONTECALVO, CARLOS
21396 MARINA COVE CIR
J15
AVENTURA FL 33180

Name Changed: 02/02/2005

Address Changed: 02/08/2006

Manager/Member Detail

Name & Address

Title MGRM

MONTECALVO, CARLOS J
21396 MARINA COVE CIR #J15
AVENTURA FL 33180

Annual Reports

Report Year Filed Date

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2009 03/23/2009

2010 03/29/2010

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State of Florida, Department of State

2010 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000024346

FILED
Mar 29, 2010
Secretary of State

Entity Name: MIL LAKE ANNEX, LLC

Current Principal Place of Business:

4639 LAKE WORTH RD
LAKE WORTH, FL 33463

New Principal Place of Business:

Current Mailing Address:

PO BOX 611627
NORTH MIAMI, FL 332611627

New Mailing Address:

FEI Number: 33-1089752

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

MONTECALVO, CARLOS
21396 MARINA COVE CIR
J15
AVENTURA, FL 33180 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

MANAGING MEMBERS/MANAGERS:

Title: MGRM
Name: MONTECALVO, CARLOS J
Address: 21396 MARINA COVE CIR #J15
City-St-Zip: AVENTURA, FL 33180

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CARLOS MONTECALVO

MGR

03/29/2010

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Managing Member of Mil Lake Annex LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The Company is a member managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Amendment Number Two to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Amendment"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Amendment .
7. Upon execution, delivery and recordation of the Amendment and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement, certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

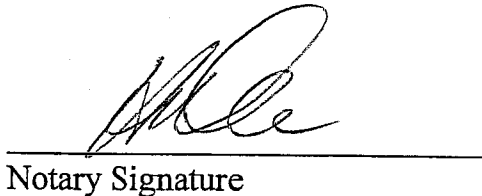
FURTHER AFFIANT SAYETH NAUGHT,



Carlos Montecalvo

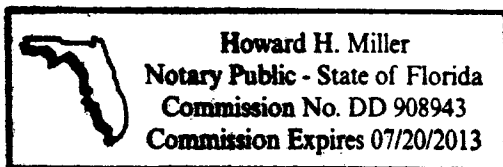
As Managing Member

SWORN TO AND SUBSCRIBED before me on this 25 day of Oct, 2010, by Carlos Montecalvo, Managing Member of Mil Lake Annex LLC on behalf of the Company, who is personally known to me OR who produced _____, as identification and who did take an oath.



Notary Signature

Howard Miller
Print Notary Name



NOTARY PUBLIC

State of FLORIDA at large

My Commission Expires: 7/20/2013