

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	0 <i>see below</i>	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

~~No Fiscal Impact~~

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p>_____ OFMB</p> <p><i>12/27/11</i></p>	<p><i>12/27/11</i></p> <p><i>1-27-11</i></p>	<p>_____ Contract Development and Control</p> <p><i>1/28/11</i></p>
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B. Legal Sufficiency:

Assistant County Attorney
8/28/11
Agreement not signed at time of CAO review

C. Other Department Review:

Department Director

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

Background and Policy Issues, continued:

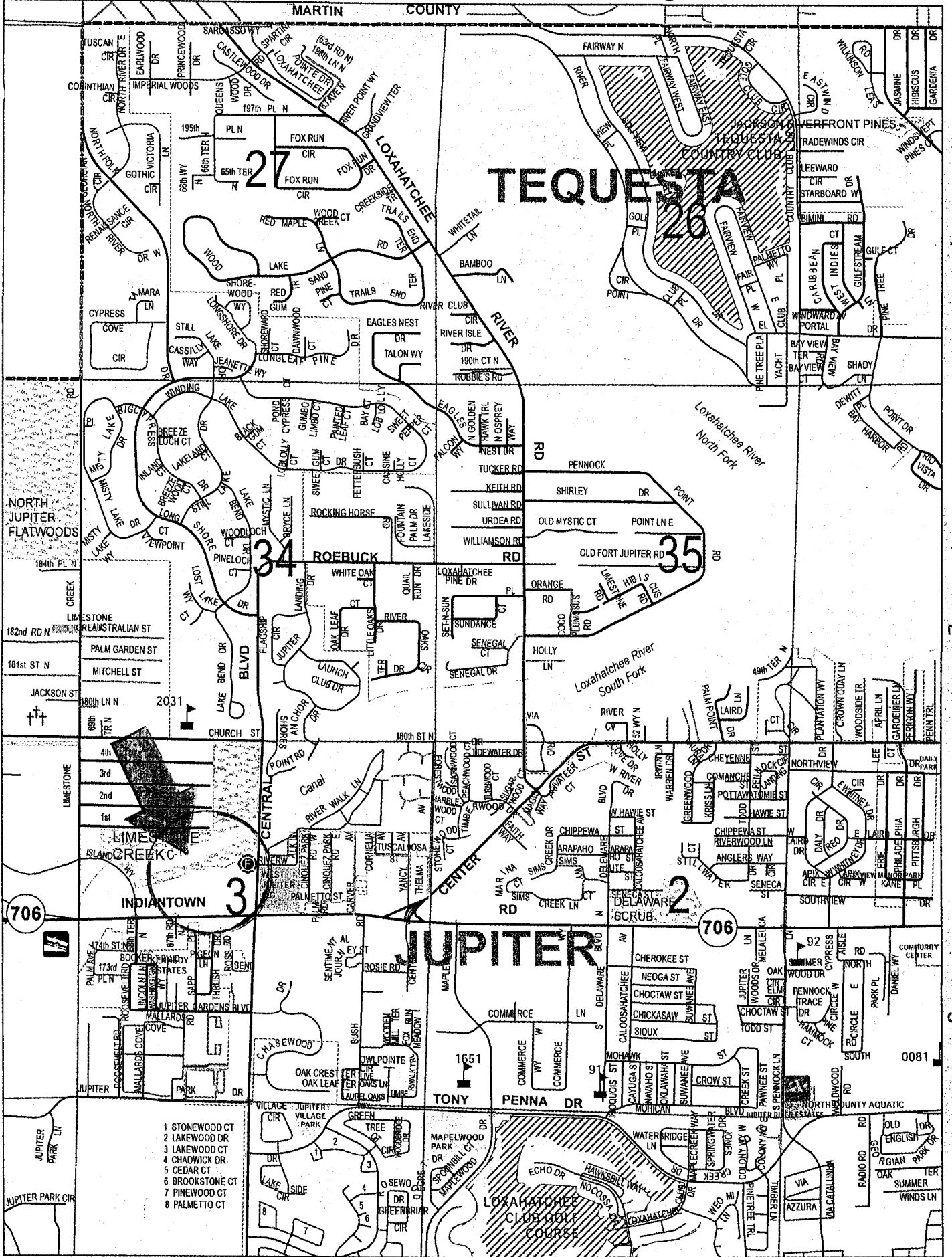
Because the mortgage encumbers Riviera and Scribe's leasehold interests in the Shopping Center's leases, and the property upon which the Fire Station is constructed is subleased to the County, it is in the County's interest that the underlying prime lease of the Shopping Center not go into default. Cooperating with Riviera and Scribe on their refinancing by executing this Agreement of Ground Lessor will ensure that Riviera and Scribe have the financing for continued operation of the Shopping Center, thereby enabling them to keep the prime lease in good standing. Attached is a copy of the 1992 Agenda Item approving the Ground Sublease which provides a good overview of the complicated legal structure of the ownership and Leases affecting this property.

Staff has informed Riviera and Scribe that they need to make arrangements with the owner of the Fire Station property/underlying prime lessor to acquire it, so that both parties can get out of the lease structure, and that this will be the last time that the County will cooperate on a refinancing of the Shopping Center. Both sides would prefer outright ownership so that we can avoid what has historically been a time-consuming process to negotiate the documentation required for these refinancings. In addition, ownership would remove the risks inherent in having a public facility constructed on subleased land.

H

G

MARTIN COUNTY



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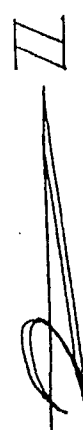
T41

TEQUESTA

JUPITER

LOCATION MAP

G



RETURN TO:

Loan No. 31-0910650

Attention: Marvin W. Ehrlich
Locke Lord Bissell & Liddell LLP
701 8th Street NW, Suite 700
Washington, DC 20001

AGREEMENT OF GROUND LESSOR

This Agreement of Ground Lessor ("**Agreement**") is executed as of the ____ day of February, 2011, by PALM BEACH COUNTY, a political subdivision of the State of Florida ("**Lessor**"), whose address is Governmental Center, Suite 601, 301 N. Olive Avenue, West Palm Beach, FL 33401 for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, its successors and assigns ("**Lender**"), whose address for purposes hereof is 1901 Harrison Street, 2nd Floor, MAC A0227-020, Oakland, CA 24612 (collectively, "**Lender**") and for the benefit of RIVIERA TRADING AND MARKETING, INC., a Florida corporation and SCRIBE ENTERPRISES, INC., a Florida corporation, (collectively, "**Lessee**"), whose address for purposes hereof is 417 Goolsby Blvd, Deerfield Beach, FL 33442.

A. Lessor has entered into a lease agreement (as same may have been heretofore amended, the "**Lease**") with Lessee dated June 28, 1988, pursuant to which Lessor granted to Lessee a leasehold interest in and to certain real property and the improvements thereon, together with all rights easements and interests appurtenant thereto (collectively, the "**Property**"), which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

B. A copy of the Lease (including all amendments and modifications thereto) is attached hereto as Exhibit B and incorporated herein by this reference; and

C. As an accommodation to Lessee, Lessor has agreed to execute this Agreement for the benefit of Lender with the understanding that Lender is relying on the agreements set forth herein as an inducement to Lender in making a loan (the "**Loan**") to Lessee to be secured, in part, by a lien granted by Lessee upon Lessee's rights and interests in and under the Lease.

NOW, THEREFORE, for and in consideration of the premises, and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, the parties hereto hereby represent, covenant and agree as follows:

1. In the event of any default by Lessee under the Lease, Lessor shall give written notice thereof to Lender at the address indicated above (or such other address as Lender may indicate by written notice hereafter to Lessor in writing) and Lender shall have the right (but not the obligation) to cure such default or failure within thirty (30) days following Lender's receipt of such notice; and Lessor shall not exercise any remedy with respect to such failure under the Lease for such period of thirty (30) days after Lender's receipt of such written notice; provided, however, that in the case of any nonmonetary default as described in Section 5 of the Lease if possession is necessary to effect such cure, the cure period shall be extended for a reasonable period of time necessary for the Lender to gain possession as long as the Lender continues to pursue the cure with diligence and continuity.

2. Lessor further agrees that in the event of the bankruptcy or insolvency proceeding involving Lessee, Lender shall have the option (upon written notice to Lessor) to enter into a new ground lease with Lessor on the same terms as the Lease for the then remaining term of the Lease following the rejection of the Lease by a bankruptcy trustee under applicable laws. Notwithstanding the foregoing, Lender's option to obtain a new ground lease is expressly conditioned upon Lessor's possession of the premises leased to Lessor pursuant to the Ground Sublease dated July 28, 1992 (R-92-1037D) between Lessee and Lessor, a copy of which is attached hereto as Exhibit "C", having not been disturbed, or after expiration of applicable cure periods provided to Lender, is not in danger of being disturbed, as a result of a default by Lessee under the Ground Sublease and/or the Ground Lease dated April 10, 1986 between Jeffrey Alan Krauskoff, as Trustee and Amerifirst Real Estate Group, Inc., as subsequently assigned to Lessee.

3. The Lease shall not without the prior written consent of Lender be amended or modified in any manner, and any purported amendment or modification made without such consent shall be ineffective and void as to Lender.

4. For purposes of this Agreement, the term "Lender" shall include its successors and assigns including, but not limited to, any person who acquires Lessee's interest under the Lease pursuant to a foreclosure of the Security Instrument.

5. This Agreement shall immediately terminate without further notice upon the satisfaction in full of the Loan.

6. All notices, requests, consents, demands and other communications relating to this Agreement of Ground Lessor shall be in writing and shall be deemed sufficiently given if sent by certified or registered mail with postage prepaid, return receipt requested, properly addressed to the applicable party at the address set forth below; delivered in person to the address set forth below for the party to whom the notice is given; deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, UPS Express, or DHL addressed to such party at the address specified below; or sent by facsimile, telegram or telex provided that receipt of such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or five (5) days after the date the notice is mailed. For purposes of this section, the addresses of the parties for all notices are as set forth below (unless changed by similar notice in writing given by the particular person whose address is to be changed). From time to time, any party may designate another address for all purposes by giving the other parties notice of such change of address.

Notices shall be given to it at:

To Lender: Wells Fargo Bank National Association
1901 Harrison Street, 2nd Floor
MAC A0227-020
Oakland, CA 24612

To Tenant: Riviera Trading and Marketing, Inc. and Scribe Enterprises, Inc.
417 Goolsby Boulevard
Deerfield Beach, FL 33442

To County: County Administrator
Palm Beach County
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401

With a Copy to: County Attorney
County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

With a Copy to: Director of Property and Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

7. This Agreement may be executed and recorded in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXECUTED as of the date first set forth above.

ATTEST:

LESSOR:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: [Signature]
Department Director

G:\Property Mgmt Section\In Lease\Jupiter West Plaza - C18\Agreement of Ground Lessor 012611b rch.doc

STATE OF FLORIDA §

COUNTY OF PALM BEACH §

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of February, 2011, by _____ and _____ of _____, as the Chairman of the Board of County Commissioners and Deputy Clerk of PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me.

[NOTARIAL SEAL]

Notary Public, State of Florida

Print Name of Notary

My Commission Expires: _____”

LESSEE:

RIVIERA TRADING AND MARKETING, INC., a Florida corporation

Witness

[Print Name of Witness]

Witness

[Print Name of Witness]

By: _____
Name: _____
Title: _____

[SEAL]

STATE OF FLORIDA §

 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, _____ of _____, a _____, on behalf of said _____. He/she/they is/are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary Public, State of Florida

Print Name of Notary
My Commission Expires: _____

LESSEE:

SCRIBE ENTERPRISES, INC.
a Florida corporation

Witness

[Print Name of Witness]

By: _____

Name: _____

Title: _____

Witness

[Print Name of Witness]

[SEAL]

STATE OF FLORIDA §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, _____ of _____, a _____, on behalf of said _____. He/she/they is/are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary Public, State of Florida

Print Name of Notary

My Commission Expires: _____

LENDER:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

Witness

[Print Name of Witness]

By: _____

Name: _____

Title: _____

Witness

[Print Name of Witness]

[SEAL]

STATE OF FLORIDA §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, _____ of _____, a _____, on behalf of said _____. He/she/they is/are personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary Public, State of Florida

Print Name of Notary

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION. Exhibit A

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE NORTH 73°38'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 57.0 FEET TO A POINT; THENCE NORTH 88°15'08" WEST, DEPARTING FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 307.41 FEET TO A POINT; THENCE SOUTH 01°44'52" WEST A DISTANCE OF 50.0 FEET TO A POINT; THENCE NORTH 88°15'08" WEST A DISTANCE OF 238.37 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE SOUTH 73°38'44" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 314.0 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1193.47 FEET AND A CENTRAL ANGLE OF 17°20'12"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 361.12 FEET TO A POINT; THENCE NORTH 1°37'20" WEST, DEPARTING FROM THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 58.54 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCENTRIC TO THE PRECEDING DESCRIBED CURVE, HAVING A RADIUS OF 1243.47 FEET, A CENTRAL ANGLE OF 15°54'16" AND A RADIAL BEARING AT THIS POINT OF SOUTH 32°15'32" EAST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.17 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 73°38'44" EAST A DISTANCE OF 264.78 FEET TO A POINT; THENCE NORTH 01°44'52" EAST A DISTANCE OF 95.95 FEET TO A POINT; THENCE SOUTH 88°15'08" EAST A DISTANCE OF 61.63 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1.74 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD.

DESCRIPTION SKETCH

R-88-864,3D

Exhibit "A"

EXHIBIT B

1. Ground Lease dated June 28,1988, by and between Palm Beach County and Jupiter/IME Properties (R88 864-3D);
2. Memorandum of Lease dated June 28,1988, by and between Palm Beach County and Jupiter/IME Properties recorded in O.R. Book 5760, Page 1810 (R88 864-5D);
3. Agreement regarding Ground Lease dated April 18,1995 by and between AUSA Life Insurance Company, Inc., (Lender) , Riviera Trading and Marketing,Inc. and Scribe Enterprises,Inc.,(Tenant) and Palm Beach County in O.R.Book 8752 ,Page 892 (R95 494D); and
4. Amendment to Agreement Regarding Ground Lease dated November 4,2003, by and between Transamerica Financial Life Insurance Company (Lender), Riviera Trading and Marketing, Inc. and Scribe Enterprises, Inc. (Tenant) and Palm Beach County in O.R.Book 16237, Page 1764 (R2003 1806)

ORIGINAL

GROUND LEASE

R88 8643D

THIS LEASE is made and executed the 28TH day of June, 1988 between PALM BEACH COUNTY, a political subdivision of the State of Florida with offices at _____

_____ ("COUNTY") and JUPITER/IME PROPERTIES, a Florida joint venture, with offices at 5827 Corporate Way, Suite B, West Palm Beach, Florida 33407 ("JUPITER/IME").

BACKGROUND

A. WHEREAS, the COUNTY is the owner of that certain parcel of land described in Exhibit "A" attached hereto (hereinafter the "County Parcel"); and

B. WHEREAS, Sabra Financial Services, Inc., an affiliate of JUPITER/IME, has this day subleased to the COUNTY a certain piece of land to be used by the COUNTY for a County park or for other related recreational uses (the "Sublease") in consideration of which Sublease the COUNTY has agreed to lease to JUPITER/IME the County Parcel;

NOW, THEREFORE, in consideration of the Sublease, the mutual covenants and conditions contained herein, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Demise and Use of Premises. COUNTY hereby leases the County Parcel to JUPITER/IME upon the terms and conditions contained herein for the purpose of conducting thereon any lawful business including, without limitation, the development of a commercial shopping center. As used herein, the term "County Parcel" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

2. Commencement and Term. The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). The term of this Lease shall continue from the Commencement Date for a period which is concurrent with the

R-88-864,3D

term of that certain Sublease of even date herewith from Sabra Financial Services, Inc. to the COUNTY including any extensions thereof. The initial term of the Sublease, and accordingly this Lease, runs for fifty (50) years from March 1, 1988 and there are two (2) twenty-five (25) year options to extend.

3. Rental. COUNTY and JUPITER/IME agree that the rental hereunder shall be the agreement by Sabra Financial Services, Inc. to Sublease to the COUNTY a parcel of land pursuant to a Ground Sublease of even date herewith between Sabra Financial Services, Inc. and COUNTY and that no other rental shall be due from JUPITER/IME to the COUNTY hereunder.

4. Taxes, Utilities and Other Charges.

a) Beginning on the Commencement Date and through the term hereof, including any extension terms, JUPITER/IME shall pay, as additional rent hereunder, before they become delinquent, the taxes on the County Parcel. "Taxes" as used herein shall mean all real property taxes, rates, duties, assessments, local improvement taxes whether general or special that are levied, rated, charged or assessed against the County Parcel or any part thereof and any such taxes, except for income taxes, which may be charged on any rents due COUNTY hereunder from time to time by any lawful taxing authority whether federal, state, municipal, school or otherwise and any and all taxes which are imposed in lieu of or in addition to any such real property taxes whether or not of the foregoing character and whether or not in existence at the Commencement Date. All taxes for the beginning and ending years of the term hereof from the date hereof, including any extension, shall be prorated between COUNTY and JUPITER/IME based upon their respective periods in which they hold possession of the County Parcel.

R-88-814-30

JUPITER/IME shall pay all charges for gas, water, sewer, electricity, telephone and other utility services used on the County Parcel.

5. Encumbrance of JUPITER/IME's Leasehold Interest.

JUPITER/IME may, without being required to obtain the COUNTY's consent, encumber its leasehold interest in the County Parcel

together with all improvements placed thereon by JUPITER/IME as security for any indebtedness of JUPITER/IME. The COUNTY further agrees in connection with JUPITER/IME's efforts to obtain financing for the development of the County Parcel and the adjoining parcel of land held by JUPITER/IME, to provide any mortgagee who holds a mortgage on JUPITER/IME's leasehold interest with a copy of any notice of default which the COUNTY sends to JUPITER/IME hereunder and prior to terminating this Lease as a result of any such default by JUPITER/IME, the COUNTY shall provide any such mortgagee with an equal period within which to cure any default by JUPITER/IME or, in the alternative, the COUNTY shall give the mortgagee the right to elect to receive a new lease on the County Parcel for a term equal to the then unexpired term of this Lease containing the same covenants and conditions as this Lease, such right of election to be in effect for sixty (60) days following the expiration of any grace period granted to JUPITER/IME and said right to be conditioned upon the mortgagee curing JUPITER/IME's default.

The COUNTY shall from time to time within ten (10) days after JUPITER/IME shall have requested the same, execute, seal, acknowledge and deliver to JUPITER/IME or such other parties as may be directed by JUPITER/IME an estoppel letter certifying any fact pertaining to the Lease reasonably requested by JUPITER/IME or any mortgagee or prospective mortgagee or purchaser of the leasehold interest of JUPITER/IME hereunder. It is intended that any statement delivered pursuant to the provisions of this paragraph shall be relied upon by any such mortgagee or prospective mortgagee or prospective purchaser. JUPITER/IME shall prepare such statement and deliver the same to the COUNTY with the required fee.

8-88-864,30

6. Assignment and Sublease. JUPITER/IME may assign all or a portion of this Lease or may sublease, the whole or part of the County Parcel including portions of the improvements erected thereon or any portions of the County Parcel for any lawful purpose provided JUPITER/IME first obtains the written consent of the COUNTY which consent shall not be unreasonably withheld or

delayed. In the event of any permitted assignment or subleasing, JUPITER/IME shall remain liable for its obligations hereunder as if no such assignment were made.

7. Improvements, Repairs, Additions or Replacements to the County Parcel. Throughout the term of this Lease, JUPITER/IME shall have the right but not the duty to construct, erect, reconstruct and/or repair any manner of buildings, works or improvements on the County Parcel as are permitted by the then applicable zoning, subdivision and building ordinances of the applicable jurisdiction. JUPITER/IME shall at all times during the term of this Lease at its own cost and expense keep and maintain in good condition and repair all buildings and improvements at any time erected on the County Parcel subject to reasonable wear and tear.

8. Insurance. JUPITER/IME covenants to provide, during the entire term hereof at its own expense, a comprehensive liability policy of insurance protecting JUPITER/IME and the COUNTY as their interests may appear against any liability whatsoever occasioned by accident on or about the County Parcel or any appurtenances thereto. Such policy shall be in an amount not less than \$500,000.00 to cover the claim of damage from any single person and not less than \$500,000.00 to cover any claims which may arise from any single accident or action and in the sum of \$100,000.00 for property damage.

9. Indemnification. JUPITER/IME, in consideration of the County Parcel being leased to JUPITER/IME hereunder, agrees that JUPITER/IME at all times will, to the extent permitted by law, indemnify and hold COUNTY harmless from all losses, damages, liabilities and expenses which may be incurred by COUNTY arising out of any act, omission or event occurring on the County Parcel except for any losses, damages, liabilities and expenses which may arise out of COUNTY'S actions or those of COUNTY'S contractors, employees or agents. R-88-864, 3D

10. County's Title to the Property. COUNTY hereby warrants and represents that, as of the Commencement Date, COUNTY has fee simple title to the County Parcel with full right and

authority to make this Lease, and that the premises are free and clear of any and all liens, easements or restrictions which would affect JUPITER/IME's intended use of the County Parcel as a portion of a commercial shopping center, any leases and/or encumbrances whatsoever. JUPITER/IME shall be delivered possession of the premises and shall have quiet enjoyment and peaceable possession thereof at all times during the term of this Lease commencing on the Commencement Date.

11. Title Insurance. COUNTY shall provide to JUPITER/IME a copy of the most recent existing title insurance policy covering the County Parcel if available. COUNTY shall use its best efforts to provide such evidence of title. JUPITER/IME shall, at its own expense, obtain such title insurance as it may deem necessary with respect to the County Parcel.

12. Condemnation. If at any time during the term of this Lease, title to any or all of the County Parcel shall be taken by the exercise of the right of condemnation or eminent domain, JUPITER/IME shall have the option of terminating the Lease on thirty (30) days' notice to COUNTY. In the event of any such termination, the Sublease referred to herein shall also be terminated. If JUPITER/IME elects not to terminate this Lease, JUPITER/IME may, at its option but shall not be required to, repair, restore replace or rebuild any damage or destruction to the County Parcel and improvements located thereon resulting or arising from any taking of all or any part thereof. R-88-864,3D

13. Default. If either COUNTY or JUPITER/IME shall fail to perform or observe any requirement or covenant of this Lease on the part of such defaulting party to be performed or observed and such failure shall continue for thirty (30) days after written notice therefrom from the non-defaulting party, unless the defaulting party has commenced to cure any such default within said thirty (30) day period and diligently pursued such cure to completion, the non-defaulting party may proceed to cure the defaulting party's default at the cost and expense of the defaulting party or pursue any other remedy which the non-defaulting party may have at law or in equity.

14. Memorandum of Lease. It is not contemplated that this Lease will be recorded. The parties shall, however, enter into a Memorandum of Lease in a form suitable for recording specifying the names of the parties, the duration of the Lease, the description of the premises and such other matters as are mutually acceptable to the parties.

15. Notices. Any notices, consents, demands and requests which are required or desired to be given by either party to the other hereunder shall be in writing and shall be delivered by hand or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below or at such other location as either party may from time to time designate in a written notice to the other party given pursuant to the provisions of this section. Notices which are given in the manner aforesaid shall be deemed to have been given or served for all purposes hereunder on the third business day next following the placing in the mail or upon the date of actual day of delivery if hand delivered. The addresses for notices are set forth as follows:

PALM BEACH COUNTY
~~Palm Beach County Attorney's Office~~
~~Governmental Center, Suite 601~~
~~301 N. Olive Avenue~~
West Palm Beach, FL 33401
JUPITER/IME PROPERTIES
5827 Corporate Way, Suite B
West Palm Beach, FL 33407

R-88-8643A

16. Severability. In the event of the invalidity of any provision hereof, same shall be deemed stricken from this Lease, which shall continue in full force and effect as if the offending provision were never a part hereof.

17. Attorneys' Fees. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and including such costs, expenses and fees incurred on appeals of such litigation.

18. Headings and Exhibits. Paragraph headings are inserted solely for ease of reference and shall not be construed to enlarge, modify or limit the provisions hereof. References to

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE NORTH 73°38'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 57.0 FEET TO A POINT; THENCE NORTH 88°15'08" WEST, DEPARTING FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 307.41 FEET TO A POINT; THENCE SOUTH 01°44'52" WEST A DISTANCE OF 50.0 FEET TO A POINT; THENCE NORTH 88°15'08" WEST A DISTANCE OF 238.37 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE SOUTH 73°38'44" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 314.0 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1193.47 FEET AND A CENTRAL ANGLE OF 17°20'12"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 361.12 FEET TO A POINT; THENCE NORTH 01°37'20" WEST, DEPARTING FROM THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 58.54 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCENTRIC TO THE PRECEDING DESCRIBED CURVE, HAVING A RADIUS OF 1243.47 FEET, A CENTRAL ANGLE OF 15°54'16" AND A RADIAL BEARING AT THIS POINT OF SOUTH 32°15'32" EAST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.17 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 73°38'44" EAST A DISTANCE OF 264.78 FEET TO A POINT; THENCE NORTH 01°44'52" EAST A DISTANCE OF 95.95 FEET TO A POINT; THENCE SOUTH 88°15'08" EAST A DISTANCE OF 61.63 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1.74 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD.

DESCRIPTION SKETCH

R-88-8643D

Exhibit "A"

ORIGINAL

MEMORANDUM OF LEASE

R88 864.5D

THIS MEMORANDUM is made as of this 28TH day of June, 1988, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida with offices at _____

_____ as Lessor, and JUPITER/IME PROPERTIES, a Florida joint venture with offices at 5827 Corporate Way, Suite B, West Palm Beach, Florida 33407 as Lessee.

W I T N E S S E T H:

1. Pursuant to a Lease dated _____, Lessor has leased to Lessee the real property located in Palm Beach County, Florida, which is described in Exhibit "A" attached hereto (the "Property").

2. Lessor and Lessee are executing and recording this Memorandum for the purpose of putting the public on notice of the existence of the Lease and the existence of the various rights and privileges in favor of Lessor and Lessee pursuant thereto.

3. Among other things, the Lease provides as follows:

a. The initial term of the Lease is for a period of fifty (50) years from March 1, 1988.

b. Lessee has the option to extend the term of the Lease for two (2) additional consecutive twenty-five (25) year periods upon certain terms and conditions as set forth in the Lease.

R-88-864.5D

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

JUPITER/IME PROPERTIES, a Florida joint venture
By: JUPITER WEST PLAZA, INC.
General Partner

By: [Signature]
DAVID ORADASHI, President

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ATTEST: John B. Dunkle,
Clerk, Circuit Court
By: [Signature]
Deputy Clerk

PALM BEACH COUNTY FLORIDA By Its Board of County Commissioners

By: [Signature]
(Chairman)

JUN 28 1988
Date

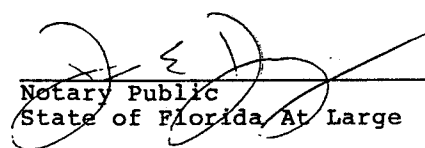
Exhibit B - 2

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
(County Attorney)

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

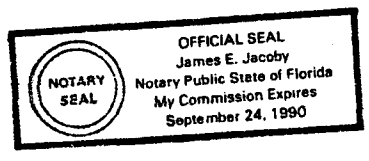
The foregoing instrument was acknowledged before me this 16
day of June, 1988 by DAVID ANGELOTTI, President
of JUPITER WEST PLAZA, INC., a Florida corporation, as General
Partner of JUPITER/IME PROPERTIES, a Florida joint venture, on
behalf of the joint venture.



Notary Public
State of Florida, At Large

My commission expires:

5/88/vp



R-88-864.5D

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE NORTH 73°38'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 573.4 FEET TO A POINT; THENCE NORTH 88°15'08" WEST, DEPARTING FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 307.41 FEET TO A POINT; THENCE SOUTH 01°44'52" WEST A DISTANCE OF 50.0 FEET TO A POINT; THENCE NORTH 88°15'08" WEST A DISTANCE OF 238.37 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING IN ALL 1.74 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD.

DESCRIPTION SKETCH

EXHIBIT "A"

R-88-864.5D

PREPARED BY AND AFTER RECORDING
RETURN TO:
William G. Scott, Esquire
Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis
101 E. Kennedy Blvd., Suite 2700
Tampa, FL 33602

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R95 494 0

AGREEMENT REGARDING GROUND LEASE APR 18 1995

THIS AGREEMENT REGARDING GROUND LEASE ("the "Agreement"), made and entered into as of the 18th day of April, 1995, by and among AUSA LIFE INSURANCE COMPANY, INC., a New York corporation, and or its related entities or subsidiaries, whose address is c/o AEGON USA Realty Advisors, Inc., 4333 Edgewood Road, N.E., Cedar Rapids, Iowa 52499 ("Lender"), RIVIERA TRADING AND MARKETING, INC., Florida corporation, and SCRIBE ENTERPRISES, INC., a Florida corporation, whose address is 8400 N. University Drive, Tamarac, Florida 33321 (collectively, "Tenant"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401 ("County").

W I T N E S S E T H

WHEREAS, County, as lessor, and Jupiter/IME Properties, a Florida joint venture ("Jupiter"), as lessee, entered into that certain "Ground Lease" dated as of June 28, 1988 (the "Lease"), whereby County leased to Jupiter that certain parcel of real property situate in Palm Beach County, Florida that is more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Leased Premises"); and,

WHEREAS, a "Memorandum of Lease" dated as of June 28, 1988 evidencing the Lease was recorded in Official Records Book 5760, Page 1810, of the Public Records of Palm Beach County, Florida (the "Memorandum"); and,

WHEREAS, Jupiter, with the consent of County, transferred and assigned all of its right, title, and interest in and under the Lease to Amerifirst Real Estate Group, Inc., a Florida corporation ("Amerifirst"), by that certain Warranty Deed dated August 7, 1990 and recorded in Official Records Book 6590, Page 188, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, Amerifirst, with the consent of County, transferred and assigned all of its right, title, and interest in and under the Lease to Tenant pursuant to that certain "Assignment of Lease and Assumption" executed as of March 17, 1992 and recorded in Official Records Book 7176, Page 1178, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, Lender has made, or is about to make, a loan to Tenant (d/b/a/ Scribe Riviera, J.V., a Florida joint venture) in the original principal face amount of \$7,500,000.00 (the "Loan") secured, inter alia, by a certain "Mortgage," "Assignment of Leases, Rents, and Contracts," and "Security Agreement" made or to be made by Tenant (d/b/a/ Scribe Riviera, J.V., a Florida joint venture) in favor of Lender (collectively, the "Mortgage") encumbering the leasehold estate of Tenant in and to the Leased Premises, all buildings, improvements, and fixtures on the Leased Premises, and certain other real and personal property; and,

Exhibit B - 3

WHEREAS, as a condition precedent to the closing of the Loan and disbursement of the proceeds of the Loan Lender has required that County certify and confirm certain matters about the Lease and that County and Tenant enter into this Agreement;

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Lender, Tenant, and County hereby agree as follows:

1. The foregoing recitals are incorporated by reference herein and made a part hereof. County and Tenant acknowledge and agree, and represent and warrant to Lender, that all of the foregoing recitals are true, correct, and complete in all respects.

2. County certifies, represents, and warrants to Lender that as of the date hereof:

(a) A true, correct, and complete copy of the Lease is attached hereto as Exhibit "B."

(b) County owns the fee simple title to the Leased Premises, free and clear of all mortgages, liens, or encumbrances other than the Lease, the Memorandum, and any easements of record.

(c) County is the owner and holder of the entire lessor's interest in and under the Lease.

(d) The Lease (together with the Memorandum) is the only lease or agreement between County and Tenant with respect to the Leased Premises, the Lease represents the entire agreement between County and Tenant as to the leasing of the Leased Premises, the Lease has not been assigned (except as set forth in the foregoing recitals), pledged, encumbered, modified, supplemented, or amended in any way, and the Lease is in full force and effect. However, the Lease is cross-defaulted under the Sublease as defined in Item (f) below.

(e) The initial term of the Lease commenced on March 1, 1988 and will expire on February 28, 2038. There are two (2) options to extend the term of the Lease for successive terms of twenty-five (25) years each.

(f) There is no rental payable by the lessee under the Lease. The consideration due from Tenant under the Lease is the subleasing by Tenant to the County of the land (the "Subleased Premises") that is more particularly described in that certain "Ground Sublease" dated July 28, 1992 and recorded in Official Records Book 7537, Page 932, of the Public Records of Palm Beach County, Florida (the "Sublease").

(g) There exists no default by either party to the Lease or any grounds for the cancellation or termination of the Lease. No event has occurred that would give rise to any such default, cancellation, or termination after notice or expiration of any curative period.

(h) No security deposit was paid to, or is held by, County under the Lease.

3. County hereby affirms and agrees with Lender and Tenant that pursuant to the terms of Paragraph 5 of the Lease County's consent to the Mortgage is not required. In accordance with the requirements of Paragraph 6 of the Lease County hereby consents to any transfer or assignment of the Lease, the conveyance of all Leasehold Improvements (as hereinafter defined), and/or possession of the Leased Premises to Lender, its affiliates, successors, or

assigns, any receiver appointed at the request of Lender, or any purchaser at a foreclosure sale, arising by reason of, or in connection with, the foreclosure of the Mortgage against Tenant's leasehold estate in the Leased Premises or by reason of any deed, assignment, transfer, or other proceeding in lieu of foreclosure of the Mortgage provided that County has not theretofore terminated the Lease in the event of a default by Tenant under the Lease that continues beyond any applicable grace period (subject, however, to the rights of Lender set forth in subparagraphs 4(b), (c), and (d) below).

4. County agrees with Lender that for so long as the Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by Lender to County, the following provisions shall apply notwithstanding anything else to the contrary contained in the Lease or the Sublease:

(a) There shall be no cancellation, surrender, or modification of the Lease by joint action of County and Tenant without the prior written consent of Lender. No notice of termination or cancellation of the Lease given by Tenant, or any waiver of any of the rights or privileges of Tenant arising under the Lease, shall be effective without the prior written consent of Lender. Nothing contained in this Subparagraph (a) shall be interpreted or construed to prohibit County from exercising its right to terminate the Lease in the event of any default by Tenant under the Lease that continues beyond any applicable grace period (subject, however, to the rights of Lender set forth in the following Subparagraphs (b), (c), and (d)).

(b) County shall, upon serving Tenant with any notice of default under the Lease, simultaneously serve a copy of such notice upon Lender. Lender shall thereupon have the right (but not the obligation) for the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and County shall accept such performance by or at the instigation of Lender as if the same had been done by Tenant.

(c) If County shall elect to terminate the Lease by reason of any default of Tenant, County shall notify Lender of such election at least thirty (30) days prior to the date of termination and Lender shall have the right to postpone and extend the specified date for the termination of the Lease as fixed by County in its notice of termination for a period of not more than six (6) months, provided that: (i) County has not been removed from possession of the Subleased Premises as a result of a default by Tenant under the Krauskopf Lease (as defined in the Sublease); (ii) Lender shall cure or cause to be cured any then existing defaults and meanwhile comply with and perform all of the other terms, conditions and provisions of the Lease on the part of Tenant to be complied with and performed; and (iii) that Lender shall forthwith take steps to acquire or sell Tenant's interest in the Lease and the Krauskopf Lease by foreclosure of the Mortgage or otherwise and shall prosecute the same to completion with reasonable due diligence. If at the end of such six (6) month period Lender shall be actively engaged in steps to acquire or sell Tenant's interest in the Lease and the Krauskopf Lease, the time of Lender to comply with the provisions of this Subparagraph 4(c) shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity.

(d) County agrees that, in the event of the termination of the Lease by reason of any default by Tenant, provided that County has not been removed from possession of the Subleased

Premises as a result of a default by Tenant under the Krauskopf Lease, County shall, upon the written request of Lender made within thirty (30) days after the date of such termination (subject to Lender's right to postpone termination as provided in Subparagraph 4(c) above) enter into a new lease of the Leased Premises with Lender or its nominee for the remainder of the then existing term, effective as of the date of such termination, upon the same terms, provisions, conditions, covenants, and agreements as are contained in the Lease (including, without limitation, all options to renew) and subject only to the same conditions of title to which the Lease is subject as of the date hereof, provided that Lender or its nominee shall cure all defaults on the part of Tenant that were duly noticed.

(e) There shall be no merger of the fee and leasehold estates in the Leased Premises.

5. County acknowledges and agrees that all buildings, improvements, structures, paving, and fixtures (collectively, the "Leasehold Improvements") now or hereafter constructed on the Leased Premises by Tenant (or any of Tenant's predecessors in title to the leasehold estate arising under the Lease) are owned and shall throughout the term of the Lease and any renewals, extensions, or replacements thereof, continue to be owned by Tenant, its successors or assigns. Accordingly, County acknowledges and agrees that County has no right, title, or interest in and to (i) any proceeds of insurance payable by reason of any damage or destruction to any of the Leasehold Improvements, (ii) any proceeds payable by reason of the taking of any of the Leasehold Improvements by condemnation or eminent domain proceedings (other than any surrender value that the Leasehold Improvements, if any, remaining on the Leased Premises at the expiration of the term of the Lease and any renewals may have).

6. Notwithstanding anything to the contrary contained in the Lease, all references in the Lease to the "Sublease" or "Ground Sublease" mean and refer only to the Sublease as described and defined in Subparagraph 2.(f) hereof.

7. County hereby subordinates any landlord's or other lien or security interest that County may have arising by law or contract in and to any of the Leasehold Improvements or any other property of Tenant now or hereafter kept on or about the Leased Premises to the lien and security interest of the Mortgage. Nothing contained in this Paragraph 7, however, shall be interpreted or construed so as to prevent County from pursuing any other remedy that it may have in the event of a default arising under the Lease that continues beyond any applicable grace period (subject to the rights of Lender arising under Paragraph 4 hereof).

8. Nothing contained in this Agreement shall be interpreted or construed so as to impose any liability on Lender for the payment or performance of any obligation on the part of Tenant arising under the Lease unless and until Lender becomes the owner of the leasehold estate in the Leased Premises, and then only for the obligations of the lessee which accrue during the period while Lender remains the owner of such leasehold interest.

9. No modification, amendment, or release of any provision of this Agreement, or of any right, obligation, claim, or cause of action arising hereunder, shall be valid or binding for any purpose whatsoever unless in writing and executed by the party against whom the same is sought to be asserted.

10. Any notice required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if hand delivered to the party designated below, or if sent prepaid

by expedited overnight delivery service, either commercial or United States Postal Service, with proof of attempted delivery, addressed in either case as follows:

To Lender: AUSA Life Insurance Company, Inc.
c/o AEGON USA REALTY Advisors, Inc.
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499

To Tenant: Riviera Trading and Marketing, Inc.
and Scribe Enterprises, Inc.
8400 N. University Drive
Tamarac, Florida 33321

To County: County Administrator
Palm Beach County
301 North Olive Avenue, 11th Floor
West Palm Beach, FL 33401

With a Copy To: County Attorney
County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

With a Copy To: Director of Property, and Real
Estate Management
3323 Belvedere Road, Building 506
West Palm Beach, FL 33406-1574

or to such other address and person as shall be designated from time to time by one party in a written notice to the others in the manner provided for in this paragraph. The notice shall be deemed to have been served, given, and received on the date delivered or tendered for delivery during normal business hours as herein provided.

11. Tenant joins herein for the purpose of consenting and agreeing to all of the terms and conditions of this Agreement.

12. This Agreement and each and every covenant, agreement, and other provision hereof shall be binding upon the parties hereto and their respective successors and permitted assigns, including, without limitation, each and every holder of the landlord's or the tenant's interest in the Lease, and shall inure to the benefit of Lender and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed effective as of the date first above written.

SIGNATURES WITNESSED BY:

D
AUSA LIFE INSURANCE COMPANY, INC., a
New York corporation

Michelle R. Shaw
Print Name: Michelle R. Shaw

By: *[Signature]*
Print Name: David M. Zachar
Title: Vice-President

Lisa A. Carson
Print Name: Lisa A. Carson
As to Lender

"Lender"

Albert J. Caruso
Print Name: ALBERT J. CARUSO
Amy Guthrie
Print Name: AMY GUTHRIE
As to Riviera Trading and Marketing, Inc.

RIVIERA TRADING AND MARKETING, INC., a Florida corporation
By: B. Bestwey
Print Name: Betty Bestwey
Title: President

(CORPORATE SEAL)

James A. Caffone
Print Name: JAMES A. CAFFONE
Samuel T. Cantua
Print Name: SAMUEL T. CANTUA
As to Scribe Enterprises, Inc.

SCRIBE ENTERPRISES, INC., a Florida corporation
By: Bruce Schreiber
Print Name: BRUCE SCHREIBER
Title: President

(CORPORATE SEAL)

"Tenant"

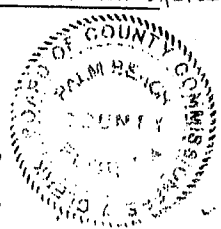
PALM BEACH COUNTY, a political subdivision of the State of Florida

Attest: Dorothy H. Wilken,
Clerk of the Circuit
DOROTHY H. WILKEN, CLERK
Board of County Commissioners
By: Sharon S. Kelley
Print Name: SHARON S. KELLEY
Deputy Clerk

By: Ken Foster
Print Name: KEN FOSTER
Title: Chairman, Board of County Commissioners

R 95 494 D
APR 18 1995

(SEAL)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
NOTARY PUBLIC

STATE OF IOWA)
COUNTY OF LINN)

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of April, 1995, by David M. Zachar, as Vice-President of AUSA LIFE INSURANCE COMPANY, INC., a New York corporation, on behalf of the corporation. He is either personally known to me ~~or he has produced his~~ identification.

Margaret McGowan
Print Name: Margaret McGowan
Notary Public - State of Iowa

(Affix Seal)

My Commission Expires: 11/2/95
My Commission No.: 153813

PROVINCE OF ~~ONTARIO~~ QUEBEC)

COUNTRY OF CANADA)

THE FOREGOING INSTRUMENT was sworn and subscribed before me this 13 day of April, 1995, in the City of Montreal, in the Regional Municipality of MONTRÉAL, in the Province of QUEBEC Montreal, Country of Canada, by BETTY BISTRICER, as President of RIVIERA TRADING AND MARKETING, INC., a Florida corporation, on behalf of the corporation. She is either personally known to me or he has produced her _____ as identification.

(Affix Seal)
COMMISSIONER FOR
OATHS FOR THE
DISTRICT OF MONTREAL
No. 39.328

[Signature]
Print Name: S. J. KAPLAN
Commissioner for Taking Oaths,
Affidavits, Etc.
My Commission Expires: 1997
My Commission No.: 39326

STATE OF FLORIDA)

COUNTY OF Palm Beach)

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of April, 1995 by Bruce Schwab, as President of SCRIBE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. He is either personally known to me or he has produced his _____ as identification.

(Affix Seal)
 JOANNE A. CAFONE
COMMISSION # CC 338867
EXPIRES JAN 29, 1998
Atlantic Bonding Co., Inc.
800-732-2245

[Signature]
Print Name: JOANNE A. CAFONE
Notary Public - State of Florida
My Commission Expires: 1-29-98
My Commission No.: CC 338867

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of April, 1995 by _____ and _____, respectively as the Chairman of the Board of County Commissioners and Deputy Clerk of PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the County. They are either personally known to me or they have produced their _____ as identification.

(Affix Seal)

Print Name: _____
Notary Public - State of Florida
My Commission Expires: _____
My Commission No.: _____

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE NORTH 73°38'44" EAST, ALONG SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 57 FEET TO A POINT; THENCE NORTH 88°15'08" WEST, DEPARTING FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 307.41 FEET TO A POINT; THENCE SOUTH 01°44'52" WEST A DISTANCE OF 50.0 FEET TO A POINT; THENCE NORTH 88°15'08" WEST A DISTANCE OF 238.37 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE SOUTH 73°38'44" WEST, ALONG SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 314. FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1193.47 FEET AND A CENTRAL ANGLE OF 17°20'12"; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 361.12 FEET TO A POINT; THENCE NORTH 01°37'20" WEST, DEPARTING FROM THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 58.54 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCENTRIC TO THE PRECEDING DESCRIBED CURVE, HAVING A RADIUS OF 1243.47 FEET, A CENTRAL ANGLE OF 15°54'16" AND A RADIAL BEARING AT THIS POINT OF TANGENT OF SAID CURVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.17 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 73°38'44" EAST A DISTANCE OF 264.78 FEET TO A POINT; THENCE NORTH 01°44'52" EAST A DISTANCE OF 95.95 FEET TO A POINT; THENCE SOUTH 88°15'08" EAST A DISTANCE OF 61.63 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE SOUTH 01°25'25" WEST, ALONG SAID WEST LINE A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1.74 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD.

DESCRIPTION SKETCH

R-88-864,3D

Exhibit "A"

Prepared by, and after recording return to:
William G. Scott, Esquire
Trenam, Kemker et al.
2700 Bank of America Plaza
101 Kennedy Boulevard
Tampa, Florida 33601-1102

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO
AGREEMENT REGARDING GROUND LEASE

R2003 1806

THIS AMENDMENT TO AGREEMENT REGARDING GROUND LEASE (the "Amendment"), made and entered into effective as of the ____ day of ~~NOV 04 2003~~ 2003, by and among **TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY**, a New York corporation f/k/a AUSA Life Insurance Company, Inc., whose address is c/o AEGON USA Realty Advisors, Inc., 4333 Edgewood Road, N.E., Cedar Rapids, IA 52499-5443 ("Lender"), **RIVIERA TRADING AND MARKETING, INC.**, a Florida corporation, whose address is 6550 No. Federal Highway, Suite 240, Ft. Lauderdale, Florida 33308, and **SCRIBE ENTERPRISES, INC.**, a Florida corporation, whose address is 8400 No. University Drive, Suite 109, Tamarac, Florida 33321 (collectively, the "Tenant"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401 ("County").

WITNESSETH:

WHEREAS, Lender, Tenant, and County entered into that certain "Agreement Regarding Ground Lease" dated as of April 18, 1995 and recorded in Official Records Book 8752, Page 892, of the Public Records of Palm Beach County, Florida (the "Agreement") in connection with a certain mortgage loan made by Lender to Tenant contemporaneously therewith in the original principal amount of \$7,500,000.00 (the "Existing Loan"); and,

WHEREAS, except as otherwise specifically defined herein, all terms used in the Amendment shall have the meanings set forth in the Agreement; and,

WHEREAS, Lender and Tenant now desire to modify the Loan to, among other matters, extend its term and to provide for the advance of the additional principal sum of \$5,000,000.00 by Lender to Tenant (collectively, the "Loan Modification"); and,

WHEREAS, the Loan, as modified by the Loan Modification, is or will be evidenced by an "Amended and Restated Renewal Secured Promissory Note" in the original principal amount of \$_____ made by Tenant in favor of Lender (the "Renewal Note"); and,

-1-

Jupiter West, Jupiter, Florida
Renewal of AEGON Loan No. 87,244
Amendment to Agreement Regarding
Ground Lease

Exhibit B - 4

WHEREAS, the Renewal Note is or will be secured, *inter alia*, by a certain "Amended and Restated Mortgage, Security Agreement and Fixture Filing" made or to be made by Tenant (d/b/a Scribe Riviera, J.V., a Florida joint venture) in favor of Lender (the "Amended and Restated Mortgage") encumbering the leasehold estate of Tenant in and to the Leased Premises, all buildings and improvements on the Leased Premises, and certain other real and personal property; and,

WHEREAS, as a condition precedent to the closing of the Loan Modification and disbursement of the proceeds of the \$5,000,000.00 principal advance to Tenant, Lender has required that the Agreement be amended as hereinafter set forth, that the representations and warranties on the part of County set forth in the Agreement be updated, and that the Agreement, as herein amended, be ratified by the parties;

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Lender, County, and Tenant hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein and made a part hereof. County and Tenant acknowledge and agree, and represent and warrant to Lender, that all of the foregoing recitals are true, correct, and complete in all respects.

2. Representations and Warranties. County certifies, represents, and warrants to Lender that all of the certifications, representations, and warranties set forth in Paragraph 2 of the Agreement remain true, correct, and complete in all respects and each of those certifications, representations, and warranties hereby are again made by County to Lender as of the date hereof.

3. Amendments.

(a) All references in the Agreement to the "Mortgage" hereafter shall be deemed to mean and refer to the Amended and Restated Mortgage.

(b) The address for notices to Tenant set forth in Paragraph 10 of the Agreement is changed to read as follows:

Riviera Trading and Marketing, Inc.
6550 No. Federal Highway, Suite 240
Ft. Lauderdale, Florida 33308

and

Scribe Enterprises, Inc.
8400 No. University Drive, Suite 109
Tamarac, Florida 33321

(c) The name of the Lender set forth in Paragraph 10 of the Agreement is changed from "AUSA Life Insurance Company, Inc." to "Transamerica Financial Life Insurance Company."

4. Ratification. Except as herein expressly amended, the Agreement shall remain in full force and effect in accordance with its original terms and, the Agreement, as so amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed and delivered effective as of the date first stated above.

R2003 1806 NOV 04 2003

SIGNATURES WITNESSED BY:

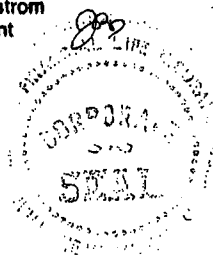
TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, a New York corporation formerly known as AUSA Life Insurance Company, Inc.

[Signature]
Print Name: Carle Mann

By: [Signature]
Name: _____
Title: Vice-President Thomas L. Nordstrom
Vice President

[Signature]
Print Name: Elaine E. Mann
As to Lender

"Lender"



STATE OF IOWA)
COUNTY OF LINN)

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of October, 2003, by Thomas L. Nordstrom, in his/her capacity as a Vice-President of TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, a New York corporation formerly known as AUSA Life Insurance Company, Inc. He/she is personally known to me.

(Affix Notary Seal)

[Signature]
Print Name: Susan M. Daves
Notary Public - State of Iowa



Type or Stamp Commissioned Name of Notary Public

Type or Stamp Commission Number and Commission Expiration Date

R2003 1806 NOV 04 2003

RIVIERA TRADING AND MARKETING, INC., a Florida corporation

Sharon Fagan
Print Name: Sharon Fagan

By: Robert Blatt
Print Name: ROBERT BLATT
Title: vice president

Jeanne A. Capone
Print Name: Jeanne A. Capone
As to Riviera Trading and Marketing, Inc.

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of October, 2003, by Robert Blatt, as President of RIVIERA TRADING AND MARKETING, INC., a Florida corporation, on behalf of the corporation.

He [check one]:

Is personally known to me, or
 Produced his _____ as identification

(Affix Notary Seal)



Print Name: ROBERT BLATT
Notary Public - State of Florida - PROVINCE OF QUEBEC

Type or Stamp Commissioned Name of Notary Public

Type or Stamp Commission Number and Commission
Expiration Date COMMISSION FOR LIFE

SCRIBE ENTERPRISES, INC., a Florida corporation

[Signature]
Print Name: Samuel J. Cantu

By: [Signature]
Print Name: Bruce Schreiber
Title: President

[Signature]
Print Name: Karin M. Mcchesney
As to Scribe Enterprises, Inc.

R2003 1806
NOV 04 2003

STATE OF FLORIDA)
COUNTY OF Palm Beach)

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of October, 2003, by Bruce Schreiber, as President of SCRIBE ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

He [check one]:

Is personally known to me, or
 Produced his _____ as identification

(Affix Notary Seal)

[Signature]
Print Name: Joanne A. Cafone
Notary Public - State of Florida



Joanne A. Cafone
Commission # DD000941
Expires Jan. 29, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Type or Stamp Commissioned Name of Notary Public

Type or Stamp Commission Number and Commission
Expiration Date

ATTEST:

DOROTHY H. WILKEN

COUNTY:

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

By: Linda C. Hickman
Deputy Clerk

By: [Signature]
Chair

NOV 04 2003

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Assistant County Attorney

By: [Signature]
Department Director

R2003 1806

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

NOV 04 2003

THE FOREGOING INSTRUMENT was acknowledged before me this ___ day of October, 2003, by Karen T. Marcus and Linda C. Hickman, respectively as the Chairman of the Board of County Commissioners and Deputy Clerk of PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me.

(Affix Notary Seal)

[Signature]
Print Name: Gloria Madison
Notary Public - State of Florida



Gloria Madison
Commission #DD251037
Expires: Oct 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Type or Stamp Commissioned Name of Notary Public

Type or Stamp Commission Number and Commission Expiration Date

c:\temp\jupiter-amendagr-grndlse.doc

STATE OF FLORIDA, COUNTY OF PALM BEACH I, DOROTHY H. WILKEN, ex-officio Clerk of the Board of County Commissioners certify this to be a true and correct copy of the original filed in my office on November 4, 2003

DATED at West Palm Beach, FL on 11-12-2003
DOROTHY H. WILKEN, Clerk
By: [Signature] D.C.

-6-

Jupiter West, Jupiter, Florida
Renewal of AEGON Loan No. 87,244
Amendment to Agreement Regarding
Ground Lease

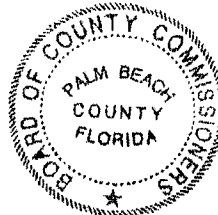


EXHIBIT C

Ground Sublease dated July 28, 1992, between Riviera Trading and Marketing, Inc. and Scribe Enterprises, Inc. (Sublessor) and Palm Beach County (Sublessee).

Return to
FROM /Facilities Planning Design & Const.
50 South Military Trail Suite 211
West Palm Beach, Florida 33415

REC-31-1992 01:13: 92-400433

088 7537 P 932

attention: Elaine Fitzgerald

R92.10370

344150

GROUND SUBLEASE

THIS GROUND SUBLEASE, made and entered into this 28 day of July, 1992 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (County), and RIVIERA TRADING AND MARKETING, INC., a Florida Corporation ("Riviera") and SCRIBE ENTERPRISES, INC., a Florida Corporation ("Scribe"), (Riviera and Scribe are hereinafter sometimes collectively referred to as "Sublessor").

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property legally described in Exhibit "A" attached hereto and made a part hereof (the "County Parcel"); and

WHEREAS, in order to facilitate development of the Jupiter West Shopping Plaza, County leased the County Parcel to Jupiter/IME Properties, a Florida joint venture by Ground Lease dated June 28, 1988 under Resolution Number 88-8643D, a memorandum of which was recorded in Official Record Book _____ Page _____ (the "Ground Lease") in exchange for a subleasehold interest in that certain real property legally described in Exhibit "B" (the "Subleased Parcel") pursuant to a Ground Sublease dated June 28, 1988 between Sabra Financial Services, Inc., a Florida corporation, as Sublessor, and County as Sublessee, under Resolution No. 88-8642D, a memorandum of which was recorded in Official Record Book 5762, Page 94 (the Ground Sublease); and

WHEREAS, Jupiter/IME Properties assigned the Ground Lease to Amerifirst Real Estate Group, Inc., a Florida corporation, by Warranty Deed dated August 7, 1990 and recorded in Official Record Book 6590, Page 188, and Amerifirst Real Estate Group subsequently assigned the Ground Lease to Riviera and Scribe by Assignment of Lease and Assumption Agreement dated March 17, 1992 and recorded in Official Record Book 7176, Page 1178; and

WHEREAS, a portion of the Subleased Parcel as legally described in Exhibit "C" attached hereto was owned by Jeffrey Alan Krauskopf, as Trustee, and was initially leased to Sabra Financial Services by an Amended and Restated Ground Lease dated April 10,

1986 between Jeffrey Alan Krauskopf, as Trustee, and Sabra Financial Services, Inc. a memorandum of which was recorded in Official Record Book 5411, Page 1528; and

WHEREAS, Sabra Financial Services assigned its interest in the above referenced Amended and Restated Ground Lease to Jupiter/IME Properties by Assignment of Lease dated September 22, 1988 recorded in Official Record Book 5823, Page 44 and Jupiter/IME assigned its interest in the Amended and Restated Ground Lease to Amerifirst Real Estate Group, Inc. by Assignment of Lease dated August 7, 1990, and recorded in Official Record Book 6590, Page 194; and

WHEREAS, Jeffrey Alan Krauskopf and Amerifirst Real Estate Group, Inc., a Florida Corporation, entered into an Amended and Restated Ground Lease dated as of April 10, 1986, a memorandum of which was recorded in Official Record Book 6657, Page 503 (the "Krauskopf Lease") which lease included a portion of the Subleased Parcel as legally described in Exhibit "C"; and

WHEREAS, the interest of Amerifirst Real Estate Group in the Krauskopf Lease was assigned to Riviera and Scribe by Assignment of Lease and Assumption dated March 17, 1992 and recorded in Official Record Book 7176, Page 1103; and

WHEREAS, the remainder of the Subleased Parcel subleased to County by Sabra Financial Services under the Ground Sublease as legally described in Exhibit "D" (the "Not Included Parcel") was at the time of execution of the Ground Sublease, and now is, owned by Jupiter/IME Properties, which no longer holds any interest in the Ground Lease, the Ground Sublease, the Krauskopf Lease or the Jupiter West Shopping Plaza; and

WHEREAS, the County intends to expend substantial sums of money in constructing a Fire Station upon the Subleased Parcel, but does not require the use of the Not Included Parcel for development of the Fire Station and is therefore willing to accept a sublease of less than the entire Subleased Parcel upon the conditions hereinafter set forth.

WHEREAS, the parties desire to carry out the intent of the Ground Lease and the Ground Sublease to the extent possible at this time, by entering into a sublease of the portion of the Subleased Parcel controlled by Scribe and Riviera as said property is legally described in Exhibit "C" attached hereto.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements of the parties hereinafter set forth, the parties hereby agree as follows:

1. Demise and Use of Premises. Sublessor hereby subleases the real property legally described in Exhibit "C" attached hereto to County upon the terms and conditions contained herein, for the purpose of use as a Fire Rescue Facility and/or a County Park. As used herein, the term "Premises" refers to the real property legally described in Exhibit "C" and to any improvements located thereon from time to time during the term hereof. Riviera and Scribe shall have no liability or responsibility with respect to the Not Included Parcel nor for any claim that the Ground Sublease is ineffective.

2. Commencement and Term. The term of this Sublease shall commence on the date of the full execution of this Sublease (the "Commencement Date"). The term of this Sublease shall continue for a term concurrent with the term of the Krauskopf Lease, the term of which Lease runs for fifty (50) years from March 1, 1988 and contains two (2) additional twenty-five (25) year extension terms.

3. Rental. Sublessor and County agree that the rental consideration to be paid by County hereunder shall be the leasing by the County to Sublessor of the County Parcel. County shall be responsible for no further rental or other charges for use of the Premises other than as set forth herein.

4. Taxes.

a) Beginning on the Commencement Date and through the term hereof, including any extension terms, County shall pay, as additional rent hereunder, before they become delinquent, all taxes levied against the Premises. "Taxes" as used herein shall mean all real property taxes, rates, duties, assessments, local improvement

taxes whether general or special that are levied, rated, charged or assessed against the Premises or any part thereof and any and all taxes which are imposed in lieu of or in addition to any such real property taxes whether or not of the foregoing character and whether or not in existence at the Commencement Date. All taxes for the beginning and ending years of the term hereof from the date hereof, including any extension, shall be prorated between Sublessor and County based upon their respective periods in which they hold possession of the Premises. In the event that such Taxes are not separately assessed against the Premises, Sublessor shall pay said Taxes and provide County with a paid receipt therefor, together with a statement of County's share of said Taxes relating to the Premises. County shall reimburse Sublessor for said Taxes within thirty (30) days of receipt of said invoice. County's payment of Taxes against the Premises shall be based upon maximum discount available for early payment.

b) County shall pay all charges for gas, water, sewer, electricity, telephone and other utility services used on the Premises.

5. Sublease Subject to Krauskopf Lease. County hereby acknowledges and agrees that the leasehold interest of Sublessor is subject to the terms and conditions of the Krauskopf Lease, and accordingly, the subleasehold interest of the County hereunder is subject to the terms and conditions set forth in the Krauskopf Lease. County and Sublessor hereby agree that County shall hold its subleasehold interest under and subject to, and be required to comply with, all of the terms and conditions of the Krauskopf Lease except as the responsibilities of the parties with respect to performance thereunder have been modified by this Sublease. Sublessor agrees to comply with all terms and conditions of the Krauskopf Lease; to keep all rentals and other charges payable under the Krauskopf Lease current; to keep the Krauskopf Lease in full force and effect and not allow same to be in default; and to provide County with any notices of default which Sublessor may send or receive under the Ground Lease.

6. Permitted Uses. County shall be entitled to develop the Premises as a County park, other similar recreational facility, and/or as a Fire Rescue Facility. No other use may be made of the Premises without the prior written consent of Sublessor which consent shall not be unreasonably withheld or delayed. County shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises.

7. Improvements, Repairs, Additions or Replacements. Throughout the term of this Sublease, County shall have the right, but not the obligation, to construct, erect or reconstruct or repair any manner of buildings, works or improvements on the Premises as are necessary or required for County's permitted uses of the Premises and as are permitted by all applicable governmental regulations, provided, however, that prior to commencement of construction County shall submit plans and specifications for any proposed improvements for Sublessor's prior written approval, which approval shall not be unreasonably withheld or delayed. County shall keep any such buildings, works or improvements constructed upon the Premises in a state of good condition, maintenance and repair during the entire term of this Sublease.

8. No Assignment or Sublease. This Sublease is made specifically to the County for the purposes set forth herein and County shall not be entitled to assign or sublease any of its rights or obligations under this Sublease without the prior written consent of Sublessor which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, County shall have the right to assign its interest in the Sublease to any governmental entity taking over the responsibility of providing fire rescue services in the Jupiter area. Notwithstanding any such assignment or sublease, County shall remain liable upon all of the terms, covenants and conditions of this Sublease.

9. Insurance. Sublessor acknowledges and agrees that the County does not presently maintain liability and casualty insurance but rather maintains a self insurance program and further agrees that the County's failure to maintain such insurance as required by

the Ground Lease shall not be deemed a default hereunder.

10. Indemnify Lessor. County, in consideration of the Premises being leased to County hereunder, agrees that County at all times will, to the extent permitted by law, indemnify and hold Sublessor harmless from all losses, damages, liabilities and expenses which may be incurred by Sublessor arising out of any act, omission or event occurring on the Premises, except for any losses, damages, liabilities, and expenses which may arise out Sublessor's, its contractors, employees or agents, acts or omissions.

11. Sublessor's Title and Possession. Sublessor covenants that, as of the Commencement Date, Sublessor holds a long term leasehold interest in the Premises pursuant to the Krauskopf Lease and has full right, power and authority to enter into this Sublease and to grant County the Subleasehold interest as provided herein.

12. Default. Any failure by Riviera and/or Scribe to comply with the terms and conditions of the Ground Sublease, and/or a judicial determination of a default by Scribe and/or Riviera under the Krauskopf Lease shall be deemed a default under the Ground Lease. In the event the County is removed from possession of the Premises for any reason not the fault of County, County shall have the right to immediately terminate the Ground Lease and all right, title and interest of Sublessor thereunder. Furthermore, if either Sublessor or County shall fail to perform or observe any requirement or covenant of this Sublease, on the part of such defaulting party to be performed or observed and such failure shall continue for thirty (30) days after written notice therefrom from the non-defaulting party, unless the defaulting party has commenced to cure any such default within said thirty (30) day period and diligently pursues such cure to completion, the non-defaulting party may proceed to cure the defaulting party's default at the cost and expense of the defaulting party and/or pursue any other remedy which the non-defaulting party may have at law or in equity.

13. Encumbrances upon Sublease. The interest of County in the Subleased Parcel shall be superior and not subject to any lien, mortgage or other encumbrance upon the Subleased Parcel arising out

of any act or omission of Riviera and/or Scribe, subject only to the provisions of the Krauskopf Lease.

14. Unity of Title. For so long as this Ground Sublease is in effect, Riviera and Scribe agree that the property leased under the Krauskopf Lease (with the exception of the Premises) shall be developed and maintained as an integral part of the Shopping Center currently known as the Jupiter West Shopping Plaza and shall not be separated therefrom by assignment or conveyance of less than the entire Jupiter West Plaza Property described in Exhibit "E". The foregoing shall not prohibit the sale or lease of existing outparcels within the Shopping Plaza.

15. Access Driveway. Riviera and Scribe agree to grant County the right to use a joint access driveway from Central Boulevard to the Subleased Parcel along the Southern boundary of the Subleased Parcel for access ingress and egress by County to and from the Subleased Parcel, as said access driveway is more particularly described in Exhibit "F" attached hereto, which shall terminate upon termination of this Sublease or the Krauskopf Lease. The Parties expressly acknowledge and agree that the foregoing right granted to County shall not constitute an easement upon fee title to the affected real property.

16. Integration. This Sublease, the Ground Lease and the Krauskopf Lease where incorporated herein by reference embody the whole agreement of the parties hereto and there are no other promises, terms, conditions or obligations other than those contained herein and therein.

17. Severability. In the event of the invalidity of any provision thereof, same shall be deemed stricken from this Sublease, which shall continue in full force and effect as if the offending provision were never a part hereof.

18. Attorney's Fees. In the event of any litigation arising out of this Sublease, the prevailing party shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and including such costs, expenses and fees incurred on appeals of such litigation.

19. Headings and Exhibits. Paragraph headings are inserted solely for ease of reference and shall not be construed to enlarge, modify or limit the provisions hereof. References to numbered or lettered paragraphs refer to paragraphs of this Sublease unless specified to the contrary. References to Exhibits are to the Exhibits attached hereto which are, by this reference, made a part hereof.

20. No Amendment. No amendment, modification, change or alteration of this Sublease shall be valid or binding unless in writing and signed by all the parties.

21. Binding Effect. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and permitted assigns.

22. Governing Law. This Sublease and all matters arising hereunder shall be governed by and construed in accordance with Florida law.

23. Notices. Any notices, consents, demands and requests which are required or desired to be given by either party to the other hereunder shall be in writing and shall be delivered by hand or sent by United States certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below or at such other location as either party may from time to time designate in a written notice to the other party given pursuant to the provisions of this section. Notices which are given in the manner aforesaid shall be deemed to have been given or served for all purposes hereunder on the third business day next following the placing in the mail or upon the date of actual day of delivery if hand delivered. The addresses for notices are set forth as follows:

Palm Beach County
 Property & Real Estate Management
 50 So. Military Trail, Suite 211
 West Palm Beach, FL 33415

With a copy to:

Palm Beach County
 County Attorney
 301 N. Olive Avenue
 West Palm Beach, FL 33401

Sublessor: Scribe Enterprises, Inc.
and
Riviera Trading & Marketing, Inc.
8400 No. University Drive
Tamarac, FL 33321

With a copy to:

Samuel J. Cantor, Esq.
8400 No. University Drive
Tamarac, FL 33321

24. Construction of Agreement. The parties agree that this Sublease was prepared jointly by each of them and shall be construed on a parity as between the parties. There shall be no canon of construction for or against any party by reason of the

(INTENTIONALLY LEFT BLANK)

physical preparation of this instrument.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed as of the date and year first above written.

ATTEST:
 BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 Clerk
Hickman
 Clerk

PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: [Signature]
Chair

RIVIERA TRADING AND MARKETING, INC. A FLORIDA CORPORATION

By: [Signature]

SCRIBE ENTERPRISES, INC. A FLORIDA CORPORATION

By: [Signature]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of July, 1992 by Ally Distiller, the vice president of Riviera Trading and Marketing, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

(SEAL ABOVE)
 NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES JUNE 7, 1995

[Signature] Notary Public, Commission No. _____
(Name of Notary typed, printed or stamped)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of July, 1992, by Louis Schaubert, the _____ president of Scribe Enterprises, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

(SEAL ABOVE)
 NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES JUNE 7, 1995

[Signature] Notary Public, Commission No. _____
(Name of Notary typed, printed or stamped)

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E. 1/2) OF THE WEST LINE (W. 1/2) OF THE SOUTHEAST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 3, AFORESAID WITH SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B. #1; THENCE NORTH $73^{\circ}38'44''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH $89^{\circ}24'37''$ WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 573.44 FEET TO THE POINT; THENCE NORTH $88^{\circ}15'08''$ WEST, DEPARTING FROM THE SOUTHERLY RIGHT-OF-WAY LINE SAID C-18 CANAL, A DISTANCE OF 307.41 FEET TO A POINT; THENCE SOUTH $01^{\circ}44'52''$ WEST A DISTANCE OF 50.08 FEET TO A POINT; THENCE NORTH $88^{\circ}15'08''$ WEST A DISTANCE OF 238.37 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 3; THENCE SOUTH $01^{\circ}25'25''$ WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 3 AFORESAID WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY), SAID POINT BEING P.O.B.#1; THENCE SOUTH $73^{\circ}38'44''$ WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH $89^{\circ}24'37''$ WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 314.03 FEET TO A POINT OF CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1193.47 FEET AND A CENTRAL ANGLE OF $17^{\circ}20'12''$; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 361.12 FEET TO A POINT; THENCE NORTH $01^{\circ}37'20''$ WEST, DEPARTING FROM THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 58.54 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCENTRIC TO THE PRECEDING DESCRIBED CURVE, HAVING A RADIUS OF 1243.47 FEET, A CENTRAL ANGLE OF $15^{\circ}54'16''$ AND A RADIAL BEARING AT THIS POINT OF SOUTH $32^{\circ}15'32''$ EAST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.17 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH $73^{\circ}38'44''$ EAST A DISTANCE OF 264.78 FEET TO A POINT; THENCE NORTH $01^{\circ}44'52''$ EAST A DISTANCE OF 95.95 FEET TO A POINT; THENCE SOUTH $88^{\circ}15'08''$ EAST A DISTANCE OF 61.63 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST HALF (E. 1/2) OF THE WEST HALF (W. 1/2) OF THE SOUTHEAST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 3; THENCE SOUTH $01^{\circ}25'25''$ WEST, ALONG SAID WEST LINE A DISTANCE OF 128.18 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1.74 ACRES, MORE OR LESS.

EXHIBIT B

088 5762 H 96

CONTAINS

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) IN SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E. 1/2) OF THE WEST HALF (W. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 3 ADJACENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY); THENCE NORTH 73°38'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSIGNED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 373.44 FEET TO A POINT, SAID POINT BEING P.O.B. #2; THENCE CONTINUE NORTH 73°38'44" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 14.72 FEET TO A POINT; THENCE NORTH 61°33'03" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 116.07 FEET TO A POINT LYING ON THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 3; THENCE SOUTH 01°44'52" WEST, ALONG SAID EAST LINE AND DEPARTING FROM THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 61.95 FEET TO A POINT; THENCE NORTH 88°15'08" WEST, DEPARTING FROM SAID EAST LINE, A DISTANCE OF 112.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (S.E. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E. 1/2) OF THE WEST HALF (W. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 3 ADJACENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY); THENCE NORTH 73°38'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSIGNED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARING ARE RELATIVE THERETO), A DISTANCE OF 384.16 FEET TO A POINT; THENCE NORTH 61°33'03" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 134.87 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, SAID POINT BEING P.O.B. #3 AND LYING ON THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 3; THENCE CONTINUE NORTH 61°33'03" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 381.80 FEET TO A POINT, SAID POINT LYING ON THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 3; THENCE SOUTH 01°44'52" WEST, ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 3, A DISTANCE OF 311.92 FEET TO A POINT; THENCE NORTH 88°05'24" WEST, DEPARTING FROM THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 3, A DISTANCE OF 329.11 FEET TO A POINT, SAID POINT LYING ON THE EAST LINE OF THE WEST HALF (W. 1/2) OF THE EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SAID SECTION 3; THENCE NORTH 01°44'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 118.95 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1.71 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORD VERIFIED PALM BEACH COUNTY, FLA. JOHN B. DANKLE CLERK CIRCUIT COURT

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

PCL 312

PCL 316

EXHIBIT "C"

PCL
316

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF (E.1/2) OF THE WEST HALF (W.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 3 APFORESAID WITH THE SOUTHEASTLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-18 (700' RIGHT-OF-WAY); THENCE NORTH 13°38'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE (THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 IS ASSUMED TO BEAR NORTH 89°24'37" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 388.19 FEET TO A POINT; THENCE NORTH 81°33'03" EAST, CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 118.07 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, SAID POINT BEING P.O.B.#3 AND LYING ON THE EAST LINE OF THE WEST HALF (W.1/2) OF THE EAST HALF (E.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE CONTINUE NORTH 61°33'03" EAST, ALONG THE SOUTHEASTLY RIGHT-OF-WAY LINE OF SAID C-18 CANAL, A DISTANCE OF 381.00 FEET TO A POINT, SAID POINT LYING ON THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 3; THENCE SOUTH 01°54'36" WEST, ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 3, A DISTANCE OF 311.92 FEET TO A POINT; THENCE NORTH 88°05'24" WEST, DEPARTING FROM THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 3, A DISTANCE OF 329.11 FEET TO A POINT, SAID POINT LYING ON THE EAST LINE OF THE WEST HALF (W.1/2) OF THE EAST HALF (E.1/2) OF THE SOUTHEAST QUARTER (S.E.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SAID SECTION 3; THENCE NORTH 01°44'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 118.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE RIGHT-OF-WAY FOR CENTRAL BOULEVARD

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT "D"

A parcel of land lying in the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the point of intersection of the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3 aforesaid with the Southerly right of way; thence South Florida Water Management District Canal C-18 (700 feet right of way); thence North 73 degrees 38 minutes 44 seconds East, along said Southerly Right of Way line (the South line of the Northwest one-quarter (NW 1/4) of said Section 3 is assumed to bear North 89 degrees 24 minutes 37 Seconds West and all other bearings are relative thereto), a distance of 573.44 feet to a point, said point being P. O. B. #2; thence continue North 73 degrees 38 minutes 44 seconds East, along the Southerly right of way line of said C-18 Canal, a distance of 14.72 feet to a point; thence North 61 degrees 33 minutes 03 seconds East continuing along the Southerly right of way line of said C-18 Canal, a distance of 114.07 feet to a point lying on the East line of the West one-half (W 1/2) of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 3, thence South 01 degrees 44 minutes 52 seconds West, along said East line and departing from the Southerly right of way line of said C-18 Canal, a distance of 61.95 feet to a point; thence North 68 degrees 15 minutes 08 seconds West, departing from said East line, a distance of 112.59 feet to the Point of Beginning.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

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EXHIBIT "E"

PARCEL 1: The West one-half (W 1/2) of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) and the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, less right of way of Central and Southern Florida Flood Control District.

PARCEL 2: That part of the West one-quarter (W 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) and the East one-half (E 1/2) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4), lying South of Canal C-18 right of way of Central and Southern Florida Flood Control District, in Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida.

Less and excepting from the above described parcels 1 and 2 the following described parcels designated as (A), (B)(1) and (B)(2), which are also described in Official Records Book 3953, Page 1870:

PARCEL (A): That part of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, lying Southerly and Easterly of Canal C-18; lying within 141.00 feet of the centerline of survey; said survey line being described as follows:

Begin on the West line of said Section 3; at a point South 0 degrees 36 minutes 44 seconds West 32.27 feet from the Northwest corner of the Southwest one-quarter (SW 1/4) of said Section 3; thence run North 88 degrees 22 minutes 40 seconds East 831.69 feet to the end of said survey line; thence for a point of reference, continue North 88 degrees 22 minutes 40 seconds East 1787.04 feet to a point North 1 degree 55 minutes 52 seconds East 68.98 feet from the Southeast corner of the Northwest one-quarter (NW 1/4) of said Section 3; Less and except therefrom the existing right of way for State Road 706.

PARCEL (B)(1): A portion of Section 3, Township 41 South, Range 42 East, being described as follows:

Commence at the Southeast corner of the Northwest one-quarter (NW 1/4) of said Section 3; thence run North 1 degree 55 minutes 52 seconds East, 119.03 feet to the North right of way line of State Road 706; thence South 88 degrees 22 minutes 40 seconds West 327.75 feet along said line to the Point of Beginning; thence continue South 88 degrees 22 minutes 40 seconds West 1462.40 feet along said line; thence North 1 degree 37 minutes 20 seconds West 91.00 feet; thence South 88 degrees 22 minutes 40 seconds West 61.60 feet to a point on a curve concave to the Southeasterly having a radius of 1193.47 feet; thence from a tangent bearing of North 39 degrees 32 minutes 40 seconds East run Northeasterly along said curve 40.46 feet through an angle of 1 degree 55 minutes 33 seconds to the end of this portion of said curve; thence North 88 degrees 22 minutes 40 seconds East 95.98 feet; thence South 1 degree 37 minutes 20 seconds East 101.00 feet; thence North 88 degrees 22 minutes 40 seconds East 1402.05 feet; thence South 1 degree 45 minutes 49 seconds West 20.04 feet to the Point of Beginning.

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PARCEL (B)(2): A portion of Section 3, Township 41 South, Range 42 East, being described as follows;

Begin on the South line of the Northwest one-quarter (NW 1/4) of said Section 3; at a point North 89 degrees 24 minutes 25 seconds West 326.89 feet from the Southeast corner of the Northwest one-quarter (NW 1/4) of said Section 3; thence run North 89 degrees 24 minutes 25 seconds West 160.69 feet to the South right of way line of State Road 706; thence North 88 degrees 22 minutes 40 seconds East 160.94 feet along said line; thence South 1 degree 45 minutes 49 seconds West 6.22 feet to the Point of Beginning.

And further Less and excepting therefrom, the following described parcel of land:

A parcel of land lying in the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows;

Commence at the Southwest corner of the Northeast one-quarter (NE 1/4) of said Section 3, Township 41 South, Range 42 East, thence North 01 degrees 54 minutes 36 seconds East along the North-South Quarter (NS 1/4) Section line of said Section 3, a distance of 138.69 feet to the intersection with a line 70.00 feet North of and parallel with the baseline of State Road No. 706 (Indiantown Road), as shown on Road Plat Book 6, Page 147, Public Records of Palm Beach County, Florida; thence South 88 degrees 22 minutes 40 seconds West along said parallel line a distance of 33.77 feet; thence continue South 88 degrees 22 minutes 40 seconds West along said parallel line and North right of way line of said State Road No. 706 (Indiantown Road) as shown on department of transportation right of way map Section 93190-2521, a distance of 1521.29 feet to the Point of Beginning; thence continue South 88 degrees 22 minutes 40 seconds West along said parallel line and said North right of way line, a distance of 120.0 feet; thence North 01 degrees 37 minutes 20 seconds West, along a line perpendicular to said North right of way line, a distance of 190.0 feet to the intersection with a line 190.0 feet North of and parallel with said North right of way line; thence North 88 degrees 22 minutes 40 seconds East, along said parallel line, a distance of 120.0 feet; thence South 01 degrees 37 minutes 20 seconds West, along a line perpendicular to said North right of way line, a distance of 190.0 feet to the Point of Beginning.

And further Less and excepting from Parcel 1, the following described parcel of land:

A parcel of land lying in the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows;

Commencing at the point of intersection of the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3 aforesaid with the Southerly right of way; thence South Florida Water Management District Canal C-18 (700 foot right of way); thence North 73 degrees 38 minutes 44 seconds East, along said Southerly Right of Way line (the South line of the Northwest one-quarter (NW 1/4) of said Section 3 is assumed to bear North 89 degrees 24 minutes 37 Seconds West and all other bearings are relative thereto), a distance of 573.44 feet to a point, said point being P.O.B. #2; thence continue North 73 degrees 38 minutes 44 seconds East, along the Southerly right of way line of said C-18 Canal, a distance of 14.72 feet to a point; thence North 61 degrees 33 minutes 03 seconds East continuing along the Southerly right of way line of said C-18 Canal, a distance of 114.07 feet to a point lying on the East line of the West one-half (W 1/2) of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 3, thence South 01 degrees 44 minutes 52 seconds West, along said East line and departing from the

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Southerly right of way line of said C-18 Canal, a distance of 61.95 feet to a point; thence North 88 degrees 15 minutes 08 seconds West, departing from said East line, a distance of 112.59 feet to the Point of Beginning.^Z

PARCEL 3: A parcel of land lying in the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the point of intersection of the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, aforesaid with the Southerly right of way line of South Florida Water Management District Canal C-18 (700 foot right of way), said point being P.O.B. No. 1, thence North 73 degrees 38 minutes 44 seconds East, along Southerly right of way line (The South line of the Northwest one-quarter (NW 1/4) of said Section 3 is assumed to bear North 89 degrees 24 minutes 37 Seconds West and all other bearings are relative thereto.) A distance of 573.44 feet to a point, thence North 88 degrees 15 minutes 08 seconds West, departing from the Southerly right of way line of said C-18 Canal, a distance of 307.41 feet to a point; thence South 01 degrees 44 minutes 52 seconds West a distance of 50.00 feet to a point, thence North 88 degrees 15 minutes 08 seconds West, a distance of 238.37 feet to a point lying on the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 3, thence South 01 degrees 25 minutes 25 seconds West, along said West line, a distance of 128.18 feet to the Point of Beginning.

Together with:

A parcel of land lying in the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the point of intersection of the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3 aforesaid with the Southerly right of way line of South Florida Water Management District Canal C-18 (700 foot right of way), said point being P.O.B. No. 1; thence South 73 degrees 38 minutes 44 seconds West, along said Southerly right of way line (The South line of the Northwest one-quarter (NW 1/4) of said Section 3 is assumed to bear North 89 degrees 24 minutes 37 Seconds West and all other bearings are relative thereto). A distance of 314.03 feet to a point of curve concave to the Southeast, having a radius of 1193.47 feet and a central angle of 17 degrees 20 minutes 12 seconds; thence Southwesterly, along the arc of said curve and continuing along the Southerly right of way line of said C-18 Canal, a distance of 361.12 feet to a point; thence North 01 degrees 37 minutes 20 seconds West, departing from the ARC of said curve and the Southerly right of way line of said C-18 Canal, a distance of 58.54 feet to a point lying on the arc of a curve concentric to the preceding described curve, having a radius of 1243.47 feet, a central angle of 15 degrees 54 minutes 16 seconds and a radial bearing at this point of South 32 degrees 15 minutes 32 seconds East; thence Northeasterly along the arc of said curve, a distance of 345.17 feet to the Point of Tangent of said curve; thence North 73 degrees 38 minutes 44 seconds East a distance of 264.78 feet to a point; thence North 01 degrees 44 minutes 52 seconds East, a distance of 95.95 feet to a point; thence South 88 degrees 15 minutes 08 seconds East, a distance of 61.63 feet to a point lying on the West line of the East one-half (E 1/2) of the West one-half (W 1/2) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of said Section 3, thence South 01 degrees 25 minutes 25 seconds West, along said West line, a distance of 128.18 feet to the Point of Beginning.

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PARCEL 4: East one-quarter (E 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, less rights of way for Flood Control District C-18 Canal and State Road 706, and less that portion conveyed to the State of Florida for State Road 9 (I-95) in Official Record Book 3849, page 1606 and Official Record Book 3853, Page 752, Public Records of Palm Beach County, Florida.

less and except the following described parcels:

That part of the East one-quarter (E 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, in Palm Beach County, Florida, lying North of State Road 706, said part being more particularly described as follows:

Commence at the Southwest corner of the Northeast one-quarter (NE 1/4) of said Section 3; thence run North 02 degrees 13 minutes 36 seconds East, a distance of 68.98 feet to a point on the base-line of survey for State Road 706; thence South 88 degrees 42 minutes 15 seconds West, a distance of 29.46 feet; thence North 01 degrees 17 minutes 45 seconds West a distance of 70 feet to the Point of Beginning; thence North 88 degrees 42 minutes 15 seconds East a distance of 23.75 feet; thence North 03 degrees 37 minutes 07 seconds East a distance of 23.75 feet; thence South 46 degrees 09 minutes 41 seconds West, a distance of 35.00 feet to the Point of Beginning.

And

That part of the East one-quarter (E 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, in Palm Beach County, Florida, lying South of State Road 706.

and further less and excepting therefrom, the following described parcel of land:

A parcel of land lying in the East one-quarter (E 1/4) of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 3, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest one-quarter (NW 1/4) of said Section 3, Township 41 South, Range 42 East; thence North 01 degrees 54 minutes 36 seconds East along the North-South one-quarter (NS 1/4) Section line of said Section 3, a distance of 138.69 feet to the intersection with a line 70.00 feet North of and parallel with the baseline of State Road No. 706 (Indiantown Road) as shown on Road Plat Book 6, page 147, public records of Palm Beach County, Florida; thence South 88 degrees 22 minutes 40 seconds West along said parallel line, a distance of 33.77 feet to the Point of Beginning, thence continue South 88 degrees 22 minutes 40 seconds West along said parallel line and North right of way line of State Road No. 706 (Indiantown Road) as shown on department of Transportation right of way Map Section 93190-2521, a distance of 45.00 feet; thence North 45 degrees 43 minutes 31 seconds East, a distance of 45.67 feet; thence North 03 degrees 04 minutes 22 seconds East, a distance of 344.91 feet; thence North 01 degrees 54 minutes 36 seconds East, along a line 40.00 feet West of and parallel with the North-South one-quarter (NS 1/4) Section line of said Section 3; and ultimate right of way line for said Central Boulevard, a distance of 498.54 feet to the intersection with the South right of way line of South Florida Water Management District Canal C-18 as shown on Central and Southern Florida Flood Control District right of way map drawing No. 6-18-3;

ORB 7537 Pg 950

Thence North 61 degrees 33 minutes 03 seconds East along said South right of way line, a distance of 46.36 feet to the intersection with the North South one-quarter (NS1/4) Section line of said Section 3 and West right of way line of said Central Boulevard; thence South 01 degrees 54 minutes 36 seconds West along said North-South one-quarter (NS1/4) Section line and West right of way line of said Central Boulevard as recorded in Official Record Book 4228, Page 563, and Official Record Book 4228, page 561 of the Public Records of Palm Beach County, Florida, a distance of 484.0 feet; thence South 03 degrees 18 minutes 07 seconds West along the West right of way line of said Central Boulevard as shown in Official Records Book 3849, page 1606, Public Records of Palm Beach County, Florida, a distance of 387.91 feet; thence South 45 degrees 50 minutes 24 seconds West along said West right of Way line, a distance of 35.00 feet to the Point of Beginning.

3H-15

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R 92-1037-D
WJF 4-0
LJ/K ab

Meeting Date: July 28, 1992 Consent Regular
Department Ordinance Public Hearing
FACILITIES PLANNING, DESIGN & CONSTRUCTION/PREM Workshop

I. EXECUTIVE BRIEF

A. Motion and Title: Staff recommends a motion to approve a Ground Sublease between Riviera Trading and Marketing, Inc. and Scribe Enterprises, Inc. (Sublessor) and Palm Beach County, a political subdivision of the State of Florida (Sublessee).

B. Summary: In order to develop a linear park along the C-18 Canal, the County acquired a subleasehold interest in a 1.71-acre parcel (the "Subleased Parcel") from Sabra Financial Services in exchange for the County leasing a 1.74-acre parcel (the "Shopping Center Parcel") to Jupiter/IME Properties for development of the Jupiter West Shopping Plaza. The lease of the Shopping Center Parcel has been assigned on a number of occasions and is currently held by Riviera and Scribe. In addition, it has recently been discovered that Sabra did not have the authority to sublease approximately .08 acres of the 1.71-acre Subleased Parcel. Staff has been investigating the potential of this site for development of a fire rescue station which is badly needed in the West Jupiter area. The .08 acres are not required for the development of a fire rescue station or a park on this site. In order to best protect the County's interest in the subject property, the attached sublease was negotiated deleting the requirement that the property be used solely for park purposes and accurately reflecting the approximately 1.63 acres comprising the Subleased Parcel.

C. Background and Justification: The County acquired a subleasehold interest in the subject 1.71 acre parcel (the "Subleased Parcel") pursuant to a Ground Sublease between Sabra Financial Services, Inc. and the County (the "Ground Sublease") (R-88-8642D) in exchange for a Ground Lease of an adjacent 1.74 acre County owned parcel to Jupiter/IME Properties, an affiliate of Sabra, (the "Ground Lease") (R-88-8643D) for development of the Jupiter West Shopping Plaza. The Subleased Parcel was originally intended to be developed for parking for a linear park along the adjacent C-18 canal.

CONTINUED

D. Attachments:
--Site Plan
--Sublease

Recommended By: Audrey Wolf 7/21/92
Department Director Date

Approved By: James T. Hill 7/21/92
County Engineer Date

1224-165 R92 1037D

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	19__	19__	19__	19__	19__
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Is Item Included In Current Budget:	Yes		No		
Budget Account No.:	Fund _____	Agency _____	Org. _____	Object _____	
	Reporting Category _____				

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

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:
*NI FISCAL IMPACT. ALTHOUGH THERE IS A SLIGHT DECREASE
 IN SIZE OF PARCELS (.05 ACRES) HOWEVER THE COUNTY
 HAS NEGOTIATED AN ADDITIONAL POTENTIAL USE OF
 THE PROPERTY AS A FIRE STATION LOCATION.*

John A. Fry

 OPMB

John H. White for IJ

 Contract Administration
 This sublease complies with
 our contract review requirements
 and with existing County policies.
 7/2/92

B. Legal Sufficiency:

W. H. Cook

 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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Background and Justification:

The Subleased Parcel was part of a larger parcel leased by Sabra under a ground lease with Jeffrey Krauskopf as Trustee, with the remainder of the larger parcel being used for development of the Shopping Plaza. Sabra assigned its interest in the lease with Krauskopf to Jupiter/IME during development of the Shopping Plaza. The Shopping Plaza development ran into financial difficulty and was deeded back to the lender, Amerifirst Real Estate Group, in lieu of foreclosure, subject to the rights of the County under the Ground Sublease. Amerifirst then entered into an Amended and Restated Ground Lease with Jeffrey Krauskopf (the "Krauskopf Lease") of the larger parcel initially leased to Sabra. Amerifirst did not, however, assume the obligation of Sabra under the Ground Sublease, nor did Amerifirst enter into a new sublease with the County.

Amerifirst subsequently went into receivership and was taken over by RTC. Amerifirst sold its interest in the Shopping Plaza to Riviera Trading and Marketing, Inc., and Scribe Enterprises, Inc. As part of the sale, Amerifirst assigned its interest in the Krauskopf Lease and the Ground Lease, to Scribe and Riviera but Scribe and Riviera did not assume any obligation under the Ground Sublease. On March 3, 1992, the County consented to the assignment of the Ground Lease to Riviera and Scribe under R-92-248D. Riviera and Scribe discovered that Sabra did not have title to or a lease of approximately .08 acres of the 1.71 Subleased Parcel purportedly subleased to the County. The .08 acre portion of the Subleased Parcel was at the time of the Ground Sublease, and still is, owned by Jupiter/IME. Riviera and Scribe were concerned that the County could argue that this would constitute a default under the Ground Lease. After the County consented to the assignment of the Ground Lease, Riviera and Scribe contacted Staff to request that the County release the portion of the Subleased Parcel owned by Jupiter/IME, as Riviera and Scribe have no control over that entity.

Staff has been investigating the potential for developing a fire rescue station upon the Subleased Parcel, which is badly needed to service the west Jupiter area. The .08 acre portion of the Subleased Parcel owned by Jupiter/IME is not necessary for development of the Fire Rescue Station, nor is it necessary for development of a park.

As Sabra was an affiliated entity of Jupiter/IME and as a memorandum of the Ground Sublease was recorded against the Subleased Parcel, there is a good argument that Jupiter/IME consented to the leasing of its property to the County, and that the County has the right to use this property. However, Riviera and Scribe have no legal authority to require Jupiter/IME to allow the County to use Jupiter/IME's property.

The County could at this point declare a default under the Ground Lease upon the theory that the consideration for the Ground Lease, i.e., the Ground Sublease of the parcel owned by Jupiter/IME, was never received. This would force Riviera and Scribe to either litigate the matter with the County or to obtain this property from Jupiter/IME and lease it to the County. Obtaining the property from Jupiter/IME most likely will be a very troublesome and costly adventure for Riviera and Scribe, since Jupiter/IME lost the Shopping Plaza through foreclosure and is not happy about it. It is likely that Jupiter/IME would demand top dollar for the property from Riviera and Scribe.

Riviera and Scribe have agreed to modify the lease to permit future development of a fire rescue station and to provide additional protections to the County which were not included in the original Ground Sublease. It is likely that Riviera and Scribe would not agree to include those provisions if the County attempted to declare a default under the Ground Lease.

In light of the foregoing, Staff believes it is advisable to enter into a new sublease of that portion of the Subleased Parcel now controlled by Riviera and Scribe, and to assert a claim against Sabra and Jupiter/IME in the event it ever becomes necessary to use the property owned by Jupiter/IME.

1224-107

R92 1037D

Background & Justification (continued)

As discussed above, Staff has negotiated the inclusion of provisions in the Sublease with Riviera and Scribe to protect the County against a divestiture of the County's leasehold interest. The Sublease and the Ground Lease are now cross defaulted, such that a default by Riviera and Scribe under the Sublease will constitute a default under the Ground Lease. In addition, Riviera and Scribe agree that the Shopping Plaza will be held as an integral development, and no portion of the Shopping Center, including the premises leased under the Krauskopf lease, will be conveyed and/or assigned separately from the remainder of the Shopping Plaza. Furthermore, the interest of the County in the sublease shall remain superior to any financing, lien or encumbrance placed upon the Shopping Center by Riviera or Scribe.

Because the property leased to Riviera and Scribe as successors to Jupiter/IME under the Ground Lease is necessary to provide parking required under applicable zoning and building conditions, Riviera and Scribe will be forced to prevent defaults under the Sublease, which would constitute a default under the Ground Lease, which in turn might cause the Shopping Plaza to lose its parking required under applicable zoning and building codes to operate the Shopping Plaza. In addition, by keeping the Sublease superior in interest to any financing placed upon the Shopping Plaza, in the event of foreclosure, a lender holding a mortgage from Riviera and Scribe will take title subject to the County's Sublease, and will also have to prevent defaults under the Sublease so that the Shopping Plaza does not lose its parking. Furthermore, the unity of title requirement will protect against a sale of large portions of the Shopping Plaza, and the risk that the parts sold off could operate without the parking on the property covered by the Ground Sublease.

Notwithstanding the foregoing, development of the Fire Rescue Station will not be without some risk. Normally, where the County intends to construct significant improvements upon the property such as a Fire Rescue Station, the County would require an agreement of the owner of the property to enter into a direct lease of the property with the Sublessee in the event of a default by the Sublessor under the underlying lease. In addition, the Sublease would require a non disturbance agreement from the holders of any mortgage encumbering the interest of the owner of the property, providing that upon foreclosure of its mortgage, the mortgage holder will recognize the interest of the Sublessee and/or enter into a direct lease with the Sublessee. However, these provisions were not included in the original Ground Sublease as the County only contemplated using the property as a park. Additionally the owner of the property, Jeffrey Krauskopf, is somewhat difficult to deal with and is unwilling to agree to such provisions. For the time being, Staff has protected the County as much as possible.

Staff is attempting to locate alternate sites for development of the Fire Rescue Station. In the event it becomes necessary to utilize the subject site for the Fire Rescue Station, Staff will provide a more in depth analysis of the risks involved.

1224-168

R92 1037D