

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	March 15, 2011	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Developme	ent & Operations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Lease Agreement (R2007-0395) with Tallman, LLC, for the County's continued use of approximately 10,990 SF of indoor and outdoor secured vehicle storage for the Palm Beach County Sheriff's Office at an annual rate of \$95,793.22 (\$8.72 per SF).

Summary: Since March 29, 2007, the County, on behalf of Palm Beach County Sheriff's Office (PBSO), has leased approximately 4,990 SF of indoor storage warehouse building and approximately 6,000 SF of a paved outdoor storage area within the Murphy Towing Complex located at 6907 Southern Boulevard in unincorporated Palm Beach County for the operation of both indoor and outdoor secured vehicle storage. In the First Amendment, approved on March 9, 2010 (R2010-0358), Tallman, LLC agreed to reduce the rent by 10% and suspend the annual rental increase for one year. This Second Amendment to Lease Agreement exercises the third option to extend the term of the Lease Agreement for one (1) year to March 28, 2012, and updates various provisions to incorporate new standard wording. Rent during this extension will increase by 3.5% to \$95,793.22/year (\$8.72 per SF). (PREM) District 6 (HJF)

Background and Justification: On March 13, 2007 (R2007-0395), the Board approved the Lease Agreement with Tallman, LLC, for a period of two (2) years with four (4) options to extend, each for a period of one (1) year. The Board has since approved exercise of the first extension option (R2009-0095) and a First Amendment (R2010-0358) exercising the second option and reducing the rental rate. The County does not have any County-owned space available to suit PBSO storage requirements. The Lease Agreement provides for annual 3.5% rental increases. The non-discrimination clause has been updated and the Inspector General standard wording has been incorporated. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. Tallman, LLC, a Florida limited liability company, provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 4. This Disclosure identifies the ownership interests in Tallman, LLC, as Harold G. Murphy its Managing Member with 100% membership interest.

Attachments:

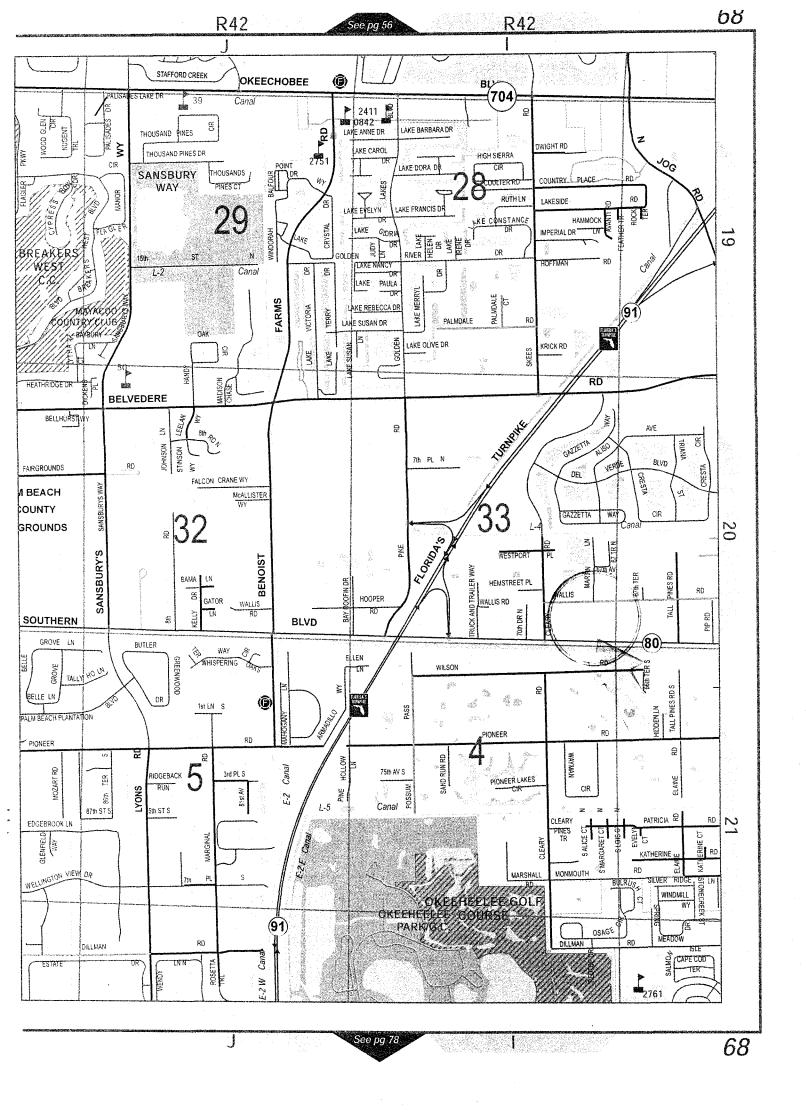
- 1. Location Map
- 2. Second Amendment to Lease Agreement
- 3. Budget Availability Statement
- 4. Disclosure of Beneficial Interests

Recommended By:	at Anny Wing	2/18/11
	Department Director	Date
Approved By:	C	3/9/4
	A-55T. County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fi	scal Impact:				
Fiscal	Years	2011	2012	2013	2014	2015
Opera Exteri Progr	al Expenditures ating Costs nal Revenues am Income (County) nd Match (County	\$48,6% 9 	\$47,124. 			
NET I	FISCAL IMPACT	<u>\$48,6</u> 69_	<u>\$47,124.</u>			
	OITIONAL FTE FIONS (Cumulative)					
Is Iter	m Included in Current Bud	lget: Yes	X	No		
Budge	et Account No: Fund P	0001 Dept rogram n/a	<u>164</u>	Unit <u>1604</u>	Object <u>4410</u>	
В.	Recommended Sources of	f Funds/Sumn	nary of Fisc	al Impact:		
	Operating Costs funded fro	m the General	Fund, PBS0			
C.	Departmental Fiscal Revi	ew:	W	1 2.17		
		III. <u>REVIE</u>	W COMM	<u>ENTS</u>		
A.	OFMB Fiscal and/or Con	tract Develop	ment Comi	Joseph	317/1(Control 3/7/11	
В.	Legal Sufficiency: Assistant County Attorney	18/11	This sour re	mendment complie view requirements.	s with	
C.	Other Department Revie	w:				
	Department Director					

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



LOCATION MAP



SECOND AMENDMENT TO LEASE AGREEMENT

between

TALLMAN, LLC

A FLORIDA LIMITED LIABILITY COMPANY

(Landlord)

and

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

(County)

 $\hbox{G-PROPERTY MGMT SECTION-OUT LEASE-PBSO IMPOUND LOT-AMENDMENT 2-12ND AMEND-001.HF APP-011011.DOC}$

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment"), made and entered into _______, by and between TALLMAN, LLC, a Florida limited liability company, hereinafter referred to as "Landlord" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

WITNESSETH:

WHEREAS, Landlord and County entered into that certain Lease Agreement dated March 13, 2007 (R2007-0395) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on March 29, 2007, for a term of two (2) years with four (4) successive one (1) year extension options; and

WHEREAS, County wishes to exercise its third option to extend the Lease from March 29, 2011, through March 28, 2012, and incorporate certain language required by County.

NOW THEREFORE, in consideration of the rents, mutual covenants, and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.
- 2. Pursuant to Section 1.04 of the Lease, County hereby exercises its option to extend the Term for a period of one (1) year from March 29, 2011, through March 28, 2012 (the "Third Renewal Term").
 - 3. The Landlord's address for notices in Section 16.05 is revised as set forth below:
 - (a) If to the Landlord at:
 Tallman, LLC
 Attention: Harold G. Murphy
 13245 Compton Road
 Loxahatchee, FL 33470-4715
 Fax: 561-798-6907
- 4. Landlord represents that simultaneously with Landlord's execution of this Second Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the Second Amendment, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.
- 5. Section 16.17, Non-Discrimination, is modified to include a prohibition against discrimination based on gender identity or expression, and age.
- 6. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to

require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

- 7. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").
- 8. Except as set forth herein, the Lease, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

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

WITNESS:

LANDLORD:

TALLMAN, LLC, a Florida limited

liability company

24/41

Witness

Print Name

Title: Managing Member

ATTEST:	
SHARON R. BOCK	COUNTY:
CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:
Deputy Clerk	By: Karen T. Marcus, Chair
WITNESS:	
Witness	
Print Name	
Witness	
Print Name	
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
By:	By: Part Annuallan
Assistant County Attorney	Department Director

EXHIBIT "A"

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS

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

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

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, <u>Harold G. Murphy</u>, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

- 1. Affiant is the <u>Managing Member</u> of <u>Tallman, LLC</u>, a <u>Florida Limited Liability Company</u>, (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
- 2. Affiant's address is: <u>6907 Southern Boulevard, West Palm Beach, FL 33413 (mailing address is 13245 Compton Road, Loxahatchee, FL 33470).</u>
- 3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
- 4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
- 5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
- 6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

NOTARY PUBLIC State of Florida at Large

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION (As furnished by client)

THE EAST HALF (E 1/2) OF TRACT 70, BLOCK 5, PALM BEACH FARMS CO., PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 45 TO 54, INCLUSIVE, LESS THE NORTHERLY 15 FEET THEREOF, LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 70; THENCE NO1°22'25"W, ALONG THE EAST LINE OF SAID TRACT 70, A DISTANCE OF 59.13 FEET TO A POINT; THENCE N88°29'03"W, A DISTANCE OF 330.49 FEET TO A POINT; THENCE 801"00'12"E, A DISTANCE OF 73.63 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 70; THENCE N89°01'07"E, A DISTANCE OF 330.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINS 190,871.6 SQUARE FEET, MORE OR LESS AND 4.38 ACRES, MORE OR LESS

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE
		OF INTEREST
Tallman, LLC*	6907 Southern Blvd., West Palm l	Beach, FL 33413 100%
(*= Harold G. M	urphy is the Managing Member of	Tallman, LLC; he owns 100%
of Tallman, LLC:	; and his mailing address is 13245	Compton Road, Loxahatchee,
FL 33470)		
· .		<u> </u>
	·	

BUDGET AVAILABILITY STATEMENT

REQUESTED BY: Steven K. Schlamp PHONE: 233-0239

Prop. Spec., PREM FAX: 233-0210

REQUEST DATE: 1/12/2011

PROJECT TITLE: PBSO Impound Lo	PROJECT NO.: 2010-5.019				
Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	\$48,669.15	\$47,124.13 			
NET FISCAL IMPACT	<u>\$48,669.15</u>	<u>\$47,124.13</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					
** By signing this BAS your department BAS by FD&O. Unless there is a change	•				-
BUDGET ACCOUNT NUMBER FUND: 0001 DEPT IS ITEM INCLUDED IN CURREN			: 1604	OBJ: 4410 SUB OBJ:	
IDENTIFY FUNDING SOURCE FOR Ad Valorem (source/type: Non-Ad Valorem (source/type: Grant (source/type: Park Improvement Fund (source/type) General Fund	e: Operatin		□ F)))) ederal/Davis Ba	con
SUBJECT TO IG FEE?	YES	L' /	NO		
Department: FD&O BAS APPROVED BY: ENCUMBRANCE NUMBER:		DAT	E://	3 //	

 $G: \label{lem:condition} G: \label{lem:condition} G: \label{lem:condition} G: \label{lem:condition} Impound \ Lot \ Amendment \ 2\ BAS.011211. doc$

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

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

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, <u>Harold G.</u> <u>Murphy</u>, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

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- 4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
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- 6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

> NOTARY PUBLIC State of Florida at Large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA

Linda L. Murphy

Commission # DD809885

G:\Property Mgmt Section\Out Lease\PBSO Impound Lot\Amendment 2\DisclosureOfBeneficialInterest.Landlord.0110113

Expires: SEP. 11, 2012

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		OF INTEREST
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(*= Harold G. M	urphy is the Managing Member of	Tallman, LLC; he owns 100%
of Tallman, LLC	; and his mailing address is 13245	Compton Road, Loxahatchee,
FL 33470)		
		· · · · · · · · · · · · · · · · · · ·
		·

ACORD®

CERTIFIC TE OF LIABILITY INSURTICE

OP ID WN

DATE (MM/DD/YYYY)

06/21/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	NAME:				
Chase Insurance Agency Inc	PHONE FAX (A/C, No, Ext): (A/C, No):				
P O Box 17497	E-MAIL ADDRESS:	-			
Plantation FL 33318-7497	PRODUCER CUSTOMER ID #: MURPH-1				
Phone: 954-792-4300 Fax: 954-791-9344	INSURER(S) AFFORDING COVERAGE	NAIC #			
INSURED	INSURER A: Century Surety Ins	36951			
Murphy's Paint & Body Shop LLC & Tallman LLC	INSURER B: State Auto Prop & Casualty	25135			
6907 Southern Blvd	INSURER C:				
West Palm Beach FL 33413	INSURER D:				
	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER:	PEVISION NUMBER				

INSURER F:									
					NUMBER:			REVISION NUMBER:	
		TO CERTIFY THAT THE POLICIES OF INSUF							
IN	DICA.	TED. NOTWITHSTANDING ANY REQUIREME	NT, TE	RM O	R CONDITION OF ANY CONTRACT OR OT	HER DOCUMEN	T WITH RESPEC	T TO WHICH THIS	
F	CLU	ICATE MAY BE ISSUED OR MAY PERTAIN, T SIONS AND CONDITIONS OF SUCH POLICIES	HE INS	TO OL	ICE AFFORDED BY THE POLICIES DESCR	RIBED HEREIN IS	SUBJECT TO AL	L THE TERMS,	
INSR LTR				SUBF		POLICY EFF	POLICY EXP		
LTR		TYPE OF INSURANCE		WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	GEI	NERAL LIABILITY					1	EACH OCCURRENCE	\$
		COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
								GENERAL AGGREGATE	\$
	GE	N'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
		POLICY PRO- JECT LOC			•			-	\$
В	AUT	OMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ъ.				 -	BAP2263312	06/17/10	06/17/11	BODILY INJURY (Per person)	\$
	v	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	X X	SCHEDULED AUTOS HIRED AUTOS					<u>.</u>	PROPERTY DAMAGE (Per accident)	\$
	Х	NON-OWNED AUTOS						PIP	\$ 10,000
В	Х	Personal Injury			BAP2263312	06/17/10	06/17/11		\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DEDUCTIBLE							\$
		RETENTION \$							\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER	
		PROPRIETOR/PARTNER/EXECUTIVE	N/A			1		E.L. EACH ACCIDENT	\$
	(Ma	ndatory in NH)	,,,					E.L. DISEASE - EA EMPLOYEE	\$
	DES	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
Α	GF	KPR Legal Liab			CCP566580	06/16/10	06/16/11	\$500 Ded	\$300,000
A		arage Liability			CCP566580	06/17/10	06/17/11	No	1,000,000
DES	RIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks Schedu	le if more space	is required)	<u></u>	
ΙAα	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional Insured in favor of Certificate Holder with respects to work performed by the Insured in their behalf.								
CEF	RTIF	ICATE HOLDER			CANO	ELLATION		JUN 9.	
			-				·		3 3110
					яно зно	ULD ANY OF TH	E ABOVE DESCR	IBED POLICIES BE CANCELLE	BEFORE
		Dalm Basch Country	PALMC04 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						

Property & Real Estate Mgmt

Attn: Director 2633 Vista Pkwy

West Palm Beach FL 33411

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF	The state of the s	Sty	
COUNTY OF _	Palm	Be	ach

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

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

- The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
- 9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

HAROLD MURPHY
Print Name:
Harold Murjy Managing Member
as [select one: Manager or Member]

SWORN TO AND	SUBSCRIBED before	ore me on this <u>zi</u> day	of JAN, 2011,
by HAROLD MI	rpha	, Managing Member	of Tallman, LLC
on behalf of the Co	mpany who is person	ally known to me OR wh	
	, as id	entification and who did	take an oath.

Notary Signature

NOTARY PUBLIC

State of Slevina

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA G:\Property Mgmt Section\Out Lease\PBSO Impound Lot\Amendment 2\SignatureAuthorityAffidavit.LLC.011011 | NOTARY PUBLIC STATE OF FLORIDA Linda L. Murphy

Linda L. Murphy

Commission #DD809885

Expires: SEP. 11, 2012

BONDED THRU ATLANTIC BONDING CO., INC.