

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

**Meeting Date:** December 20, 2011       **Consent**       **Regular**  
 **Ordinance**       **Public Hearing**

**Department:** Facilities Development & Operations

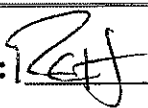
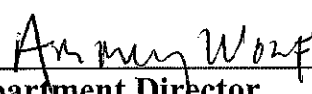
**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Amendment Number Six To Lease Agreement (R97-2126D) with Aspen Skees Road, LLC, for the County's continued use of 6,000 SF of office and warehouse space for the Palm Beach County Sheriff's Office at an annual rate of \$60,000 (\$10 per SF).

**Summary:** Since January 1, 1998, the County has leased office and warehouse space at 1438 Skees Road in West Palm Beach. This Amendment Number Six: i) extends the term of the Lease for three (3) years to December 31, 2014; ii) decreases the current annual rental rate by approximately 13% to \$60,000; iii) deletes the approximately 5% annual rental increases; and iv) provides for exclusive use of eight (8) parking spaces at no charge. The above results in an estimated total savings of \$36,720 over the term of this extension. All other terms of the Lease remain unchanged. **(PREM) District 2**  
**(HJF)**

**Background and Justification:** On December 16, 1997 (R97-2126), the Board approved the Lease with C&D Development for a period of one (1) year with two (2) options to extend, each for a period of one (1) year. The Board has since approved various amendments (R99-1641, R2002-2267, R2007-1712, R2010-1406 and R2011-0899) and extension options (R98-1943, R2000-2058, R2002-176, R2005-992, R2006-1916 and R2009-1515). In June 2007, C&D Development sold the property to Aspen Skees Road, LLC, the current landlord. The County does not have any County-owned non DOA space available to suit the specialized duties performed by PBSO at this site. DOA has property at Belvedere Road that could have been used, but the rental is equivalent to the reduced rent negotiated for this Lease. Staying in the existing location avoids the move costs and disruption of moving. Annual rent under the existing lease is \$68,820 (\$11.47 per SF). Staff negotiated a three (3) year term extension, use of eight (8) exclusive parking spaces and an approximate 13% rent reduction with no annual increases throughout the extension, resulting in a minimum total savings of \$36,720 over the term of this extension. 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. Aspen Skees Road, LLC, a Florida limited liability company, provided the Disclosure attached hereto as Attachment No. 4. This Disclosure identifies the only member of Aspen Skees Road, LLC, a Florida limited liability company, holding a 5% or greater beneficial interest as SMP Skees Road, LLC, a Michigan limited liability company, with a 10% interest. The members of SMP Skees Road, LLC, holding a 5% or greater beneficial interest are: i) Spencer M. Partrich, Trustee of the Spencer M. Partrich Inter Vivos Trust Agreement, with a 90% interest, in which Spencer M. Partrich holds a 100% interest; and, ii) SMP Florida, LLC, a Michigan limited liability company, with a 10% beneficial interest, in which Spencer M. Partrich is the only member with a 5% or greater beneficial interest therein.

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

**Recommended By:**             11/23/11  
**Department Director**      **Date**

**Approved By:**       12/19/11  
**County Administrator**      **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>\$45,000.00</u>	<u>\$60,000.00</u>	<u>\$60,000.00</u>	<u>\$15,000.00</u>	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>\$45,000.00</u>	<u>\$60,000.00</u>	<u>\$60,000.00</u>	<u>\$15,000.00</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes  No

Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410  
 Program n/a

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

Operating Costs funded from the General Fund, PBSO Lease account.

*[Signature]* 12-5-11

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

Annual Rent \$60,000  
 (60000/12) per month \$5,000  
 2012 - 9 months \$45,000  
 2015 - 3 months \$15,000

**III. REVIEW COMMENTS**

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

*[Signature]* 12/8/11  
 OFMB SN 12/8/11  
 12/7/11  
 12/7/11

*[Signature]* 12/16/11  
 Contract Development and Control

**This amendment complies with our review requirements.**

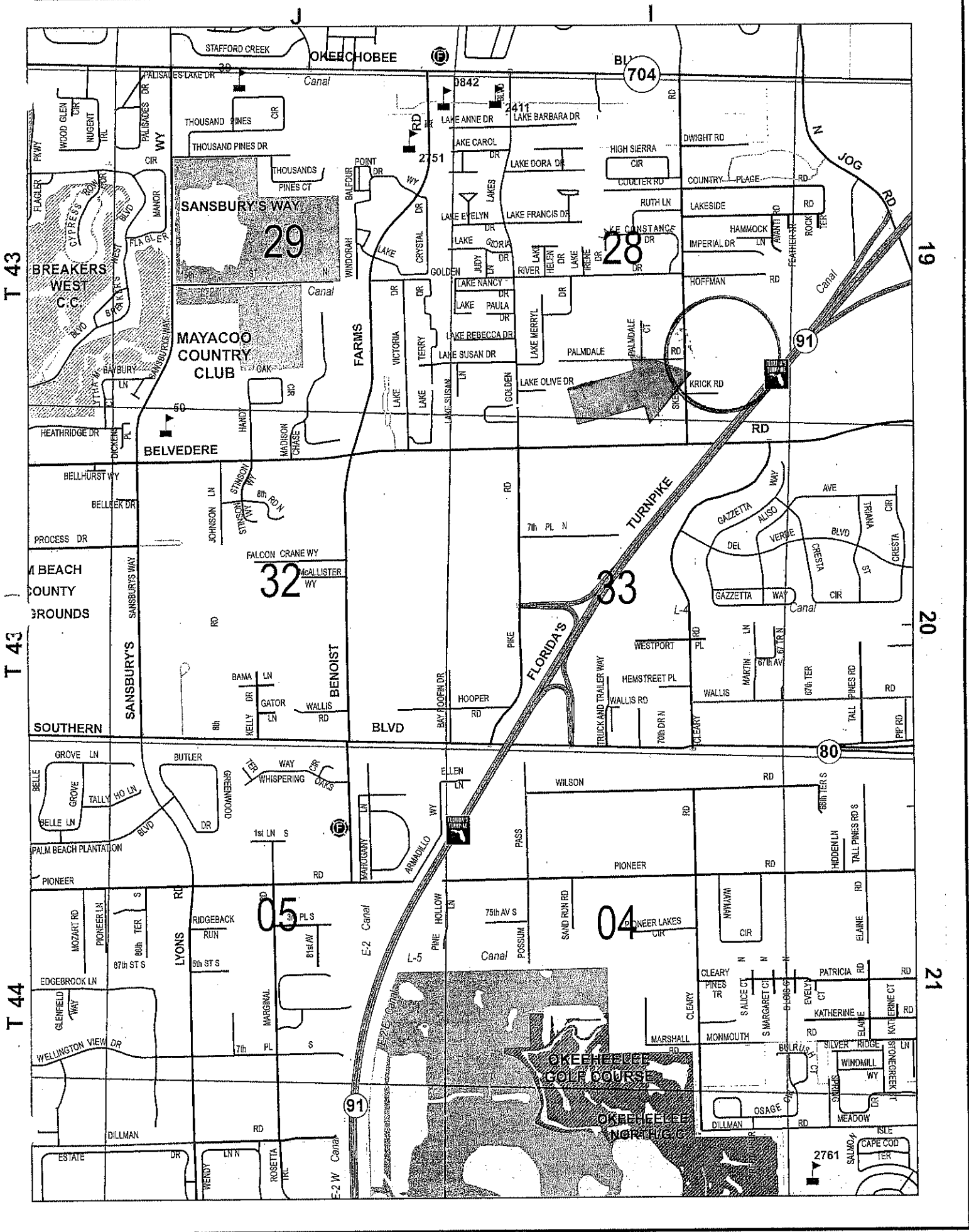
**B. Legal Sufficiency:**

*[Signature]* 12/16/11  
 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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# LOCATION MAP



**AMENDMENT NUMBER SIX**  
**TO LEASE AGREEMENT**

**THIS AMENDMENT NUMBER SIX TO LEASE AGREEMENT (“Amendment Number Six”)**, made and entered into on \_\_\_\_\_, by and between ASPEN SKEES ROAD, LLC, a Florida limited liability company, hereinafter referred to as “Lessor” and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the PALM BEACH COUNTY SHERIFF’S OFFICE, hereinafter referred to as “Lessee”.

**Whereas**, C&D Development, the original Lessor, and Lessee entered into that certain Lease Agreement dated December 16, 1997 (R97-2126D) (the “Lease”) for warehouse space located at 1438-B Skees Road, West Palm Beach, Florida (the “Premises”), which Lease commenced on January 1, 1998; and

**Whereas**, C&D Development sold the Premises to Aspen Skees Road, LLC; and

**Whereas**, the parties wish to amend the Lease to extend the Term, adjust the rental rate for the Premises, and include the right to use certain parking spaces; and

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

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions contained herein, Lessor and Lessee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as in the Lease.
2. Section 1.02, Length of Term and Commencement Date, is modified to provide that the Term of the Lease is extended for three (3) years commencing January 1, 2012, and expiring on December 31, 2014.
3. Section 1.03, Option to Extend, subsection (a), is modified to provide that there shall be no extension options after December 31, 2014.
4. Section 2.01, Annual Gross Rent, is modified to provide that commencing on January 1, 2012, annual Gross Rent shall be Sixty Thousand Dollars (\$60,000.00) each year of the three (3) year Term extension, and shall not be increased during that time. Lessee shall pay Annual Gross Rent in equal monthly installments of Five Thousand Dollars (\$5,000)

due on the first day of each month, in advance, for the period January 1, 2012, to December 31, 2014, inclusive.

5. Section 2.03, Rent During Extended Terms, is hereby modified to delete the annual and monthly rental rate established previously for the period January 1, 2012, through December 31, 2012.
6. Lessor hereby grants Lessee the exclusive use of the eight (8) parking spaces designated on Exhibit "A" attached hereto and made a part hereof, at no charge to Lessee, commencing on January 1, 2012, through the remainder of the Term of the Lease.
7. Lessor represents that simultaneously with Lessor's execution of this Amendment Number Six, Lessor has executed and delivered to Lessee, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "B" and made a part hereof (the "Disclosure"), disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Premises as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Premises after the date of execution of the Disclosure until the Effective Date of this Amendment Number Six, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 13.01 of the Lease.
8. This Amendment Number Six shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").
9. Except as modified by this Amendment Number Six and the prior amendments, the Lease 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.

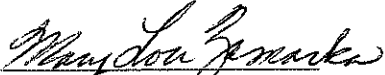
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IN WITNESS WHEREOF, the parties have caused this Amendment Number Six to be executed as of the day and year first written above.

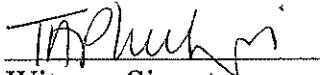
LESSOR:

ASPEN SKEES ROAD, LLC  
a Florida limited liability company

WITNESS:

  
Witness Signature

MARY LOU ZAMARKA  
Print Witness Name

  
Witness Signature

TRACY ANN PHILLIPS  
Print Witness Name

By:   
Spencer M. Partrich, Manager

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Shelley Vana, Chair

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature


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

(SEAL)

\_\_\_\_\_  
Witness Signature

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

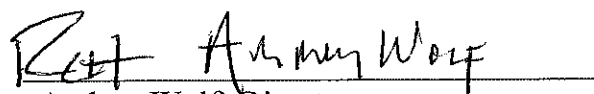
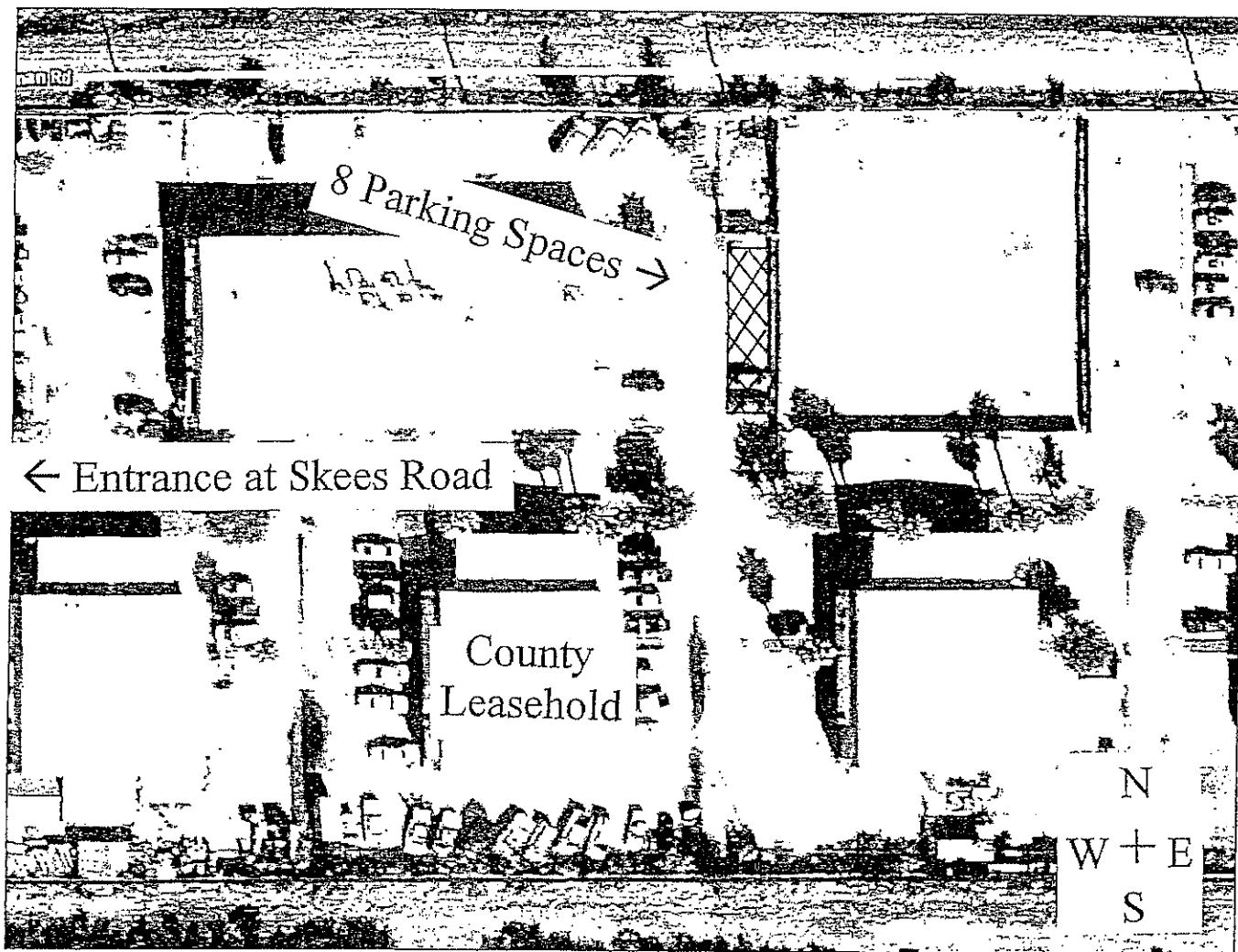

  
\_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

Exhibit "A"  
Amendment Number Six To Lease Agreement



 = 8 Parking Spaces

Lease Agreement with Aspen Skees Road, LLC  
Parcel Control Number 00-42-43-27-05-004-0101



**EXHIBIT "B"**

**DISCLOSURE OF BENEFICIAL INTERESTS**

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, SPENCER M. PARTRICH, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager (position - i.e. president, partner, trustee) of Aspen Skees Road, LLC, a Florida limited liability company, (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 31550 Northwestern Highway Suite 200, Farmington Hills, MI 48334

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 Lessor and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: SPENCER M PARTRICH

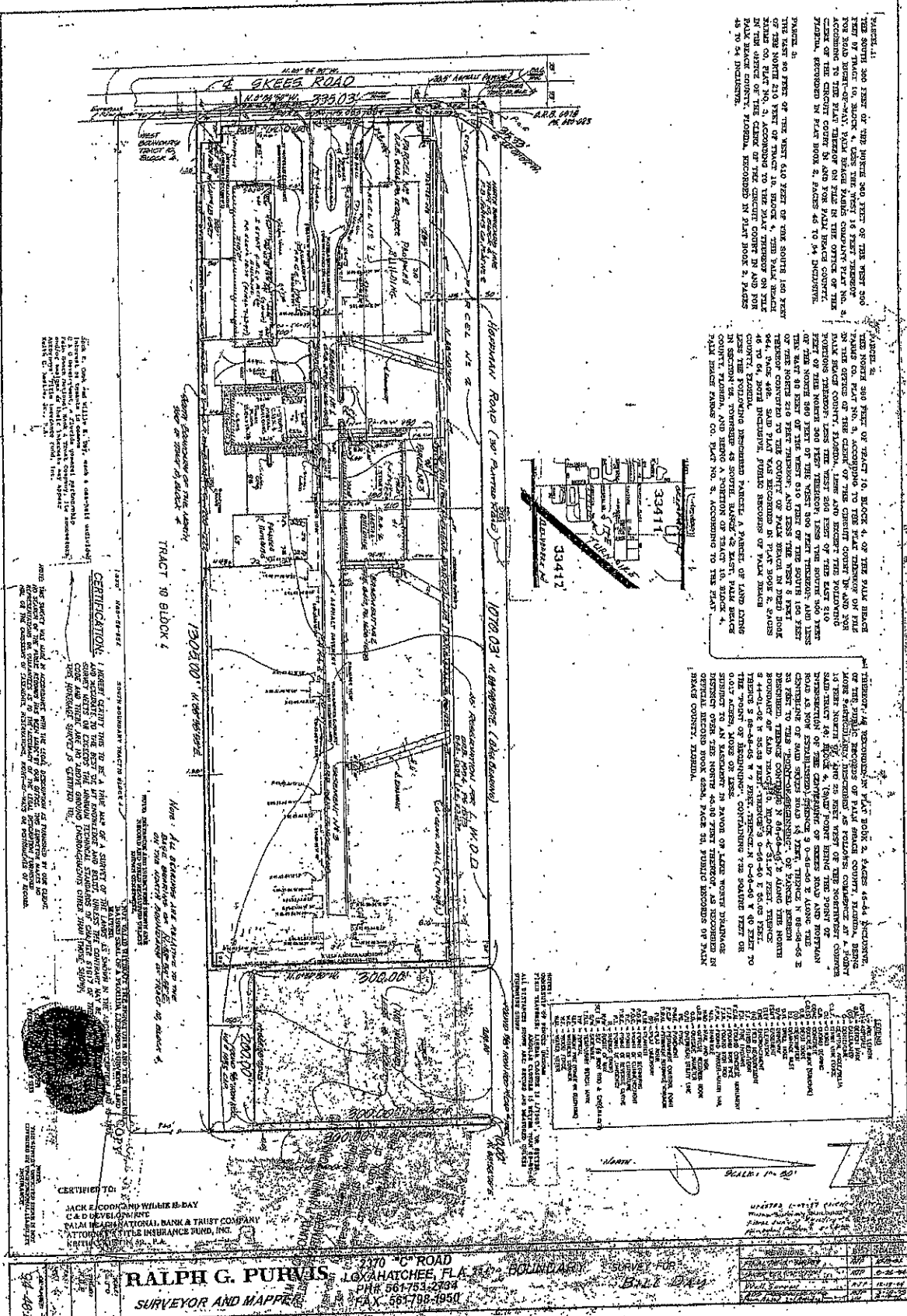
The foregoing instrument was sworn to, subscribed and acknowledged before me this 18th day of NOVEMBER, 2011, by SPENCER M. PARTRICH [  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.



MARY LOU ZAMARCA  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Sep. 01, 2013  
Acting in the County of OAKLAND

[Signature]  
Notary Public

MARY LOU ZAMARCA  
(Print Notary Name)



PARCEL 11: THE SOUTH AND EAST OF THE NORTH AND PART OF THE WEST AND PART OF TRACT 10, BLOCK 4, OF THE PALM BEACH PLANNING CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREON ON THE WEST LINE OF THE COURSE OF THE CIRCULAR CURVE IN THE CENTER OF THE TRACT 10, BLOCK 4, OF THE PALM BEACH PLANNING CO. PLAT NO. 3, AS THE COURSE OF THE CIRCULAR CURVE ON THE WEST LINE OF THE TRACT 10, BLOCK 4, OF THE PALM BEACH PLANNING CO. PLAT NO. 3, IS DESCRIBED IN PLAT BOOK 2, PAGES 46 TO 54, DISTRICT.

THE NORTH AND EAST OF PARCEL 10, BLOCK 4, OF THE PALM BEACH PLANNING CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREON ON THE WEST LINE OF THE COURSE OF THE CIRCULAR CURVE IN THE CENTER OF THE TRACT 10, BLOCK 4, OF THE PALM BEACH PLANNING CO. PLAT NO. 3, AS THE COURSE OF THE CIRCULAR CURVE ON THE WEST LINE OF THE TRACT 10, BLOCK 4, OF THE PALM BEACH PLANNING CO. PLAT NO. 3, IS DESCRIBED IN PLAT BOOK 2, PAGES 46 TO 54, DISTRICT.

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- 1-1076 03rd Highway (State Road 12)
- 2-1076 03rd Highway (State Road 12)
- 3-1076 03rd Highway (State Road 12)
- 4-1076 03rd Highway (State Road 12)
- 5-1076 03rd Highway (State Road 12)
- 6-1076 03rd Highway (State Road 12)
- 7-1076 03rd Highway (State Road 12)
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- 16-1076 03rd Highway (State Road 12)
- 17-1076 03rd Highway (State Road 12)
- 18-1076 03rd Highway (State Road 12)
- 19-1076 03rd Highway (State Road 12)
- 20-1076 03rd Highway (State Road 12)

WEST BOUNDARY LINES TO BLOCK 4

TRACT 30 BLOCK 4

1076 03rd Highway (State Road 12)

1302' 00" (400' x 330')

CERTIFICATION: I HEREBY CERTIFY THAT THE SURVEY HEREON MADE IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AS GIVEN TO ME BY THE PARTY OR PARTIES ENTITLED TO MAKE THE SAME, AND THAT I AM A LICENSED SURVEYOR UNDER THE PROVISIONS OF THE STATUTES OF THE STATE OF FLORIDA. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT THE PLACE OF MY RESIDENCE, JACKSONVILLE, FLORIDA, THIS 14th DAY OF JANUARY, 1981.

1076 03rd Highway (State Road 12)

1302' 00" (400' x 330')

How: ALL BOUNDARY LINES AND POINTS OF THE SURVEY HEREON MADE ARE BASED UPON A TRIANGULAR NETWORK OF THE STATE OF FLORIDA, WHICH NETWORK IS MAINTAINED BY THE SURVEYING BUREAU OF THE STATE OF FLORIDA.

CERTIFIED TO:

JACK R. COOK, JAMES WILSON & DAY  
 C.A. DUNN, JR. & ASSOCIATES  
 BANKERS, TRUST COMPANY, REAL ESTATE BROKERS, TITLE INSURANCE FUND, INC.  
 200 N. PALM BEACH BLVD., SUITE 100  
 PALM BEACH, FLA. 33480

**RALPH G. PURVIS** - SURVEYOR AND MAPPER  
 2170 "C" ROAD - LOXAHATCHEE, FLA.  
 PHONE 564-753-2188 FAX 564-788-1950

NO.	DESCRIPTION	DATE	AMOUNT	REMARKS
1	Survey Fee	1/14/81		
2	Plat Fee	1/14/81		
3	Map Fee	1/14/81		
4	Record Fee	1/14/81		
5	Other			
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**EXHIBIT "B"**

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

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

The only member of Aspen Skees Road, LLC, a Florida limited liability company, holding a 5% or greater beneficial interest is SMP Skees Road, LLC, a Michigan limited liability company, holding a 10% interest.

Spencer M. Partrich, Trustee of the Spencer M. Partrich Inter Vivos Trust Agreement, holds a 90% interest in SMP Skees Road, LLC. Spencer M. Partrich holds a 100% beneficial interest in the Spencer M. Partrich Inter Vivos Trust.

SMP Florida, LLC, a Michigan limited liability company, holds a 10% beneficial interest in SMP Skees Road, LLC.

No person who holds a beneficial interest in SMP Florida, LLC holds a 5% or greater beneficial interest in Aspen Skees Road, LLC, except Spencer M. Partrich.

The address for Aspen Skees Road, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for SMP Skees Road, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for Spencer M. Partrich and the Spencer M. Partrich Inter Vivos Trust is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for SMP Florida, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/21/2011

REQUESTED BY: Steve Schlamp

PHONE: 233-0239

FAX: 233-0210

PROJECT TITLE: PBSO Auto Theft Task Force Option 3 of 3 (n/k/a Amendment #6)

PROJECT NO.: 2011-5.013

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$45,000.00</u>	<u>\$60,000.00</u>	<u>\$60,000.00</u>	<u>\$15,000.00</u>	<u>-0-</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$45,000.00</u>	<u>\$60,000.00</u>	<u>\$60,000.00</u>	<u>\$15,000.00</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

**BUDGET ACCOUNT NUMBER**

FUND: 0001

DEPT: 164

UNIT: 1604

OBJ: 4410

SUB OBJ: n/a

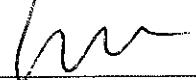
IS ITEM INCLUDED IN CURRENT BUDGET: YES  NO

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

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

**SUBJECT TO IG FEE?**  YES  NO

Department: FD&O for PBSO

BAS APPROVED BY:  DATE: 11-21-11

ENCUMBRANCE NUMBER:

Attachment #4 to Agenda Item

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, SPENCER M. PATRICH, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Manager (position - i.e. president, partner, trustee) of Aspen Skees Road, LLC, a Florida limited liability company, (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 31550 Northwestern Highway Suite 209 Farmington Hills, MI 48334

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 Lessor and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach, County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant  
Print Affiant Name: SPENCER M PATRICH

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18th day of NOVEMBER, 20 11, by SPENCER M. PATRICH [  ] who is personally known to me or [  ] who has produced \_\_\_\_\_ as identification and who did take an oath.



MARY LOU ZAMARKA  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Sep. 01, 2013  
Acting in the County of OKLAHOMA

[Signature]  
Notary Public

MARY LOU ZAMARKA  
(Print Notary Name)



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The address for SMP Florida, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.



Client#: 38053

LAULT1

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/28/2011

<b>PRODUCER</b> Meadowbrook, Inc. Southfield Commercial Agency 26255 American Drive Southfield, MI 48034-6112	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Aspen Skees Road, LLC 31550 Northwestern Hwy. Ste. 200 Farmington Hills, MI 48334	INSURER A: Zurich American Ins. Co.	
	INSURER B: Federal Insurance Co.	20281
	INSURER C: Hartford Steam Boiler	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Mold Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CPO933616300	04/15/11	04/15/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	79853557	04/15/11	04/15/12	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C		OTHER Boiler & Mac Deductible	FBP9844624	04/15/11	04/15/12	\$30,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Terrorism Included**  
 Loc# 37 - Aspen Skees Road, LLC - 1426-1486 Skees Road; West Palm Beach, FL

<b>CERTIFICATE HOLDER</b> Palm Beach County Property & Real Estate Management 2633 Vista Parkway West Palm Beach, FL 33411-5605	<b>CANCELLATION</b> 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Kenneth R. Allen</i>
--	---

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

LAUTLT1

**ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
04/28/2011

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Meadowbrook, Inc. Southfield Commercial Agency 26255 American Drive Southfield, MI 48034-6112		PHONE (A/C, No, Ext): 248 368-1100 FAX (A/C, No): 2483581614 E-MAIL ADDRESS: KAllen@meadowbrook.com	COMPANY NAME AND ADDRESS Ironshore Specialty Insurance Co One State Street Plaza New York, NY 10006	NAIC NO:
CODE:	SUB CODE:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
AGENCY CUSTOMER ID #: 38053	NAMED INSURED AND ADDRESS Aspen Skees Road, LLC 31550 Northwestern Hwy. Ste. 200 Farmington Hills, MI 48334		LOAN NUMBER	POLICY NUMBER 000241402
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 04/15/2011	EXPIRATION DATE 04/15/2012	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:		

**PROPERTY INFORMATION (Use additional sheets if more space is required)**

LOCATION/DESCRIPTION Location #: 46 Aspen Skees Road, LLC - 1426-1486 Skees Road West Palm Beach, FL 33411 Building #: 1 Aspen Skees Rd., LLC - Warehouse (GL only)
---

<b>COVERAGE INFORMATION</b>		CAUSE OF LOSS FORM	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> OTHER Special
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 3,300,000		Building		DED: \$10,000		
	YES	NO				
BUSINESS INCOME / RENTAL VALUE	<input checked="" type="checkbox"/>		If YES, LIMIT: 905,000		<input checked="" type="checkbox"/>	Actual Loss Sustained # of months: 12
BLANKET COVERAGE	<input checked="" type="checkbox"/>		If YES, indicate amount of insurance on properties identified above: \$			
TERRORISM COVERAGE	<input checked="" type="checkbox"/>		Attach signed Disclosure Notice / DEC			
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?		<input checked="" type="checkbox"/>	If YES, SUB LIMIT:		DED:	
IS COVERAGE A STAND ALONE POLICY?		<input checked="" type="checkbox"/>	If YES, LIMIT:		DED:	
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?	<input checked="" type="checkbox"/>		If YES, SUB LIMIT:		DED:	
COVERAGE FOR MOLD		<input checked="" type="checkbox"/>	If YES, LIMIT:		DED:	
MOLD EXCLUSION (If "YES", specify organization's form used)	<input checked="" type="checkbox"/>					
REPLACEMENT COST	<input checked="" type="checkbox"/>					
AGREED AMOUNT	<input checked="" type="checkbox"/>					
COINSURANCE		<input checked="" type="checkbox"/>	If YES, %			
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>	If YES, LIMIT:		DED:	
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building	<input checked="" type="checkbox"/>		If YES, LIMIT:		DED:	
- Demolition Costs	<input checked="" type="checkbox"/>		If YES, LIMIT: 5000000		DED: \$10,000	
- Incr. Cost of Construction	<input checked="" type="checkbox"/>		If YES, LIMIT: 5000000		DED: \$10,000	
EARTHQUAKE (If Applicable)	<input checked="" type="checkbox"/>		If YES, LIMIT: 10000000		DED: \$50,000	
FLOOD (If Applicable)	<input checked="" type="checkbox"/>		If YES, LIMIT: 10000000		DED: \$25,000	
WIND / HAIL (If Separate Policy)	<input checked="" type="checkbox"/>		If YES, LIMIT: Included		DED: \$25,000	
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS	<input checked="" type="checkbox"/>					

**REMARKS - Including Special Conditions (Use additional sheets if more space is required)**

Special Wind/Hail Deductible for Named Storm Tier I Wind Zones: \$100,000 max any one occurrence Special Earthquake Deductible: 2% subject to \$50,000 minimum any one occurrence (See Attached Remarks)
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**CANCELLATION**

10 Days for Non-Payment


THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 60 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.**ADDITIONAL INTEREST**

NAME AND ADDRESS Palm Beach County Property & Real Estate Management 2633 Vista Parkway West Palm Beach, FL 33411-5605	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE	AUTHORIZED REPRESENTATIVE <i>Kenneth R. Allen</i>
LOSS PAYEE	

**REMARKS (Continued from page 1.)**

Equipment Breakdown covered elsewhere

**FLORIDA DEPARTMENT OF STATE**  
**DIVISION OF CORPORATIONS**



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### Detail by Entity Name

#### Florida Limited Liability Company

ASPEN SKEES ROAD, LLC

#### Filing Information

**Document Number** L07000039717  
**FEI/EIN Number** 208858863  
**Date Filed** 04/12/2007  
**State** FL  
**Status** ACTIVE  
**Last Event** LC ARTICLE OF CORRECTION  
**Event Date Filed** 05/10/2007  
**Event Effective Date** NONE

#### Principal Address

31550 NORTHWESTERN HIGHWAY, STE 200  
FARMINGTON HILLS MI 48334

#### Mailing Address

31550 NORTHWESTERN HIGHWAY, STE 200  
FARMINGTON HILLS MI 48334

#### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION FL 33324 US

Name Changed: 01/23/2008  
Address Changed: 01/23/2008

#### Manager/Member Detail

##### Name & Address

Title MGR

PARTRICH, SPENCER M  
31550 NORTHWESTERN HWY, SUITE 200  
FARMINGTON HILLS MI 48334

#### Annual Reports

Report Year	Filed Date
2009	04/16/2009
2010	04/23/2010
2011	04/25/2011

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State of Florida, Department of State

**2011 LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L07000039717

**FILED**  
**Apr 25, 2011**  
**Secretary of State**

**Entity Name:** ASPEN SKEES ROAD, LLC

**Current Principal Place of Business:**

31550 NORTHWESTERN HIGHWAY, STE 200  
FARMINGTON HILLS, MI 48334

**New Principal Place of Business:**

**Current Mailing Address:**

31550 NORTHWESTERN HIGHWAY, STE 200  
FARMINGTON HILLS, MI 48334

**New Mailing Address:**

FEI Number: 20-8858863

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 US

**Name and Address of New Registered Agent:**

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

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**MANAGING MEMBERS/MANAGERS:**

Title: MGR  
Name: PARTRICH, SPENCER M  
Address: 31550 NORTHWESTERN HWY, SUITE 200  
City-St-Zip: FARMINGTON HILLS, MI 48334

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

SIGNATURE: SPENCER PARTRICH

MGR

04/25/2011

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

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF MICHIGAN

COUNTY OF OAKLAND

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 MANAGER (title e.g. Manager, Member, etc) of Aspen Skees Road, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a [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 Amendment Number Six To Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Amendment"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Amendment.
7. Upon execution, delivery and recordation of the Amendment and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.



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

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

FURTHER AFFIANT SAYETH NAUGHT,

  
Print Name: SPENCER M PARTRICH

as [select one: Manager or Member]

SWORN TO AND SUBSCRIBED before me on this 18th day of NOVEMBER 2011,  
by SPENCER M. PARTRICH, Manager/Member of ASPEN SKEES ROAD, LLC (state name of the LLC)  
on behalf of the Company who is personally known to me ~~OR~~ who produced \_\_\_\_\_  
\_\_\_\_\_, as ~~identification and who did take an oath.~~

  
Notary Signature

MARY LOU ZAMARKA  
Print Notary Name

NOTARY PUBLIC

State of MICHIGAN at large

My Commission Expires: 9-1-13



MARY LOU ZAMARKA  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Sep. 01, 2013  
Acting in the County of OAKLAND