

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

Meeting Date: May 15, 2012 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Lease Agreement (R2006-1267) with S&S Enterprises, Inc., for the County's continued use of 1,247 SF of office space for a Palm Beach County Sheriff's Office (PBSO) substation in the Sierra Square Plaza on Indiantown Road in western Jupiter at an annual rate of \$25,004.55.

Summary: Since May 22, 2007, the County has leased 1,247 SF of storefront office space at the Sierra Square Plaza on Indiantown Road in western Jupiter for a PBSO substation serving North County/Jupiter Farms. PBSO feels strongly that this substation is essential to its operations in the North County/Jupiter Farms area. No County owned space is available to accommodate this program and the rent is comparable to other available commercial space in this area. The Lease expires on May 21, 2012, and this Second Amendment extends the term by four (4) years to May 21, 2016, decreases the base rent adjustment and increases the CAM adjustment portions of the total rent. The effect of these adjustments is that the annual total rent will stay at the current rate for the first year of the term extension, and increase approximately three percent (3%) annually thereafter. The increases in future years are due primarily to increased CAM charges arising out of connection to Jupiter's water and sewer system. **(PREM) District 1 (HJF)**

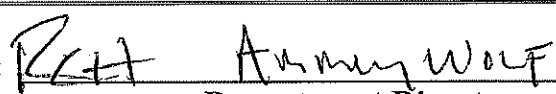
Background and Justification: PBSO's District 3 stretches from Belvedere Road north to the Martin County line and from the Intracoastal Waterway west to 20 Mile Bend, and serves over 130,000 residents. District 3 includes the Jupiter Farms area in which this substation is located. There are no County facilities in this area available to accommodate this use. PBSO feels strongly that this substation is essential to serve their operations in the North County/Jupiter Farms area. Attached is a fact sheet prepared by PBSO in support of their position.

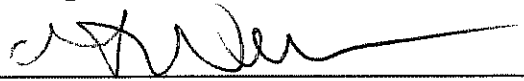
The Board approved the original Lease on July 11, 2006. As the substation office was not yet completed, the five (5) year term didn't begin until the Certificate of Occupancy was received on May 22, 2007; accordingly, the Lease expires on May 21, 2012. On May 1, 2007, the Board approved the

(continued on page 3)

Attachments:

1. Location Map
2. PBSO fact sheet for District 3 substation
3. Second Amendment To Lease Agreement
4. Budget Availability Statement
5. Disclosure of Beneficial Interests for S&S Enterprises, Inc.
6. Disclosure of Beneficial Interests for Jan Jakubcin Trust
7. Short Form Lease between S&S Rentals, L.L.C., and S&S Enterprises, Inc.
8. Disclosure of Beneficial Interests for S&S Rentals, L.L.C.
9. Disclosure of Beneficial Interests for B.W. Simpkins Trust
10. Disclosure of Beneficial Interests for F.A. Sheriff Trust

Recommended By:  4/27/12
Department Director Date

Approved By:  5/15/12
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>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

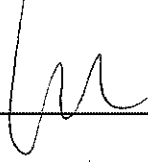
Is Item Included in Current Budget: Yes X No

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

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

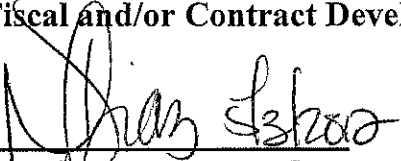

Above Operating Costs (total rent) are funded from the General Fund, PBSO Lease account.

Miscellaneous expenses such as utilities are paid separately directly from PBSO's operating account.

C. Departmental Fiscal Review:  4.30.12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<u></u>	<u></u>
OFMB	Contract Development and Control
5/2/12	5/7/12
5/2/12	5-7-12

B. Legal Sufficiency:

 5/8/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification (cont.): First Amendment (R2007-0646) which allowed PBSO to advertise the substation on the Plaza's entrance marquee pylon.

Total rent is comprised of base rent, CAM and taxes, and all three portions are currently adjusted annually each May 22nd. Currently the Lease provides for a base rent adjustment of CPI increases or four percent (4%), whichever is greater. Staff negotiated base rent to remain constant for the first year of the term extension, with subsequent adjustments based upon CPI increases or three percent (3%), whichever is greater. For the CAM portion, as the Plaza was recently annexed into the Town of Jupiter, the landlord is in the process of connecting the Plaza to Town water and sewer. This will result in a dramatic increase in the CAM for the tenants of the Plaza; however, Staff negotiated the CAM to remain constant for the first year of the term extension, with subsequent adjustments based upon actual CAM charges or seven percent (7%), whichever is less. This is an increase compared to the current Lease's CAM adjustment of actual charges or five percent (5%), whichever is less. However, by Staff negotiating the CAM to remain constant for the first year of the term extension and by limiting subsequent CAM adjustments to a maximum of seven percent (7%), the County is avoiding the landlord's initial CAM increase estimate of twenty percent (20%) resulting from the water and sewer connection expenses. The total effect of these adjustments is that the annual total rent will remain the same for the first year and will increase by an estimated three percent (3%) annually in subsequent years. Total rent for the first year is estimated to be \$25,004.55 (\$20.05/SF).

This Second Amendment also updates the Non-Discrimination clause, clarifies the CPI rent adjustment method, revises the County insurance coverage limits, County Notice address and the tax exempt number provisions, and adds the Inspector General and Criminal History Records Check Ordinance wording.

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. S&S Enterprises, Inc. provided the Disclosure attached hereto as Attachment No. 5. This Disclosure identifies Jan Jakubcin Trust, Jill Simpkins Crouch, Catherine Sheriff Goshorn and Denise Sheriff Porter, each with a 25% membership interest in S&S Enterprises, Inc. For the Jan Jakubcin Trust, a separate Disclosure attached hereto as Attachment No. 6 identifies Brittany Fletcher Sobering and Kyle Jakubein each with a 50% membership interest in the Jan Jakubein Trust. Although the Plaza is owned by S&S Rentals, L.L.C, the Short Form Lease attached hereto as Attachment No. 7 approves of S&S Enterprises, Inc. entering into this Second Amendment. S&S Rentals, L.L.C., provided the Disclosure attached hereto as Attachment No. 8. This Disclosure identifies the B.W. Simpkins Trust and the F.A. Sheriff Trust, each with a 49.8766% membership interest in S&S Rentals, L.L.C. For the B.W. Simpkins Trust, a separate Disclosure attached hereto as Attachment No. 9 identifies B.W. Simpkins with a 100% membership interest in B.W. Simpkins Trust. For the F.A. Sheriff Trust, a separate Disclosure attached hereto as Attachment No. 10 identifies Fletcher A. Sheriff with a 100% membership interest in the F.A. Sheriff Trust.

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No pg

T40

T40

T41

25

30

MARTIN

COUNTY

36 CYPRESS CREEK

31

INDIAN TOWN RD

GULFSTREAM RD

SOUTHERN OAK LN

ISLAND OAK

BURR OAK LN

TAYLOR RD

OAK HARBOR LN

JACKSON

AV

VALLEY OAK LN

ROCKY PINES RD

RANDOLPH SIDING RD

108th TER N

107th DR N

108th TER N

105th DR N

103rd TER N

102nd TER N

101st TER N

100th TER N

98th WY N

97th WY N

96th WY N

95th AV N

94th TER N

93rd WY N

92nd WY N

91st WY N

90th TR N

BRIDLE CT
BRIDLE LN

TRAILWOOD CIR

103rd TER

178th LN N
175th RD N

HATCHER/INDIAN TOWN
JUPITER VENTURE

96th WY N
95th AV N

TAYLOR RD

WILDWOOD
PINEWOOD RD
DOGWOOD TR
REDWOOD TR

THUNDER RD

JUPITER FARMS RD

178th ST N
175th ST N
172nd ST N

96th WY N
95th AV N

RIVERBEND

JUPITER FARMS

96th WY N
95th AV N

94th TER N

RIVERBEND

01

06

See pg 12

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4

LOCATION MAP



ATTACHMENT #2

**District 3 – North County Jupiter Farms Substation
9270 West Indiantown Road, Jupiter, Florida
561- 746-9075**

District 3 of the Palm Beach County Sheriff's office is comprised of an area roughly extending from Belvedere Road, north to the Martin County line and in some locations extending west from the Intracoastal Waterway to 20 mile Bend. The district has one of the most diverse geographical regions in the entire county. This is evidenced by the urban, rural equestrian mix of community's district wide. Currently, District 3 provides law enforcement services to over 130,000 residents. The many changes in Palm Beach County over the past few years have impacted not only law enforcement, but also our community as a whole.

At the District 3 Jupiter Sub Station, citizens of Palm Beach County and other visitors can easily find the information they are looking for and explore the many services available to the public. The only substation located in the northern corridor of Palm Beach County, the Jupiter Sub Station provides convenient and the best essential services possible. On a daily average, 10 or more walk-ins and 20 or more telephone inquiries are made to this office. During the past year 3304 face to face patrons were provided services at this location serving the Jupiter Farms, Jupiter, Martin County, North Palm Beach, Palm Beach Gardens, and unincorporated areas found in the north end of Palm Beach County. Adhering to one of the goals of Sheriff Ric Bradshaw, the substation is instrumental in maintaining a strong community policing effort for the north county area so that law enforcement is more visible and responsive to special needs in all areas.

The Jupiter substation is dedicated to providing community friendly services provided by a Law Enforcement Aide addressing all of the needs of north county patrons and helps to bridge the gap between the citizens and the Sheriff's Office. The substation is open to visitors and citizens Monday through Friday from 7:30 a.m. to 4 p.m. and for department use 24 hours per day (night deputy and special operations usage). The substation also provides housing for the Citizen's On Patrol Unit (COP) North County Headquarters, Pride Probation (North area clients), and community groups (4 Girl Scout Troops, etc.).

The services provided by the Jupiter Farms Substation include:

- Fingerprinting
- Obtaining Accident and Incident Reports
- Assistance in the completion and Processing of Extra Patrol Forms and House Watch Forms
- Donation drop-off for community needs
- Assistance in obtaining background checks through headquarters
- Reporting events to the ARU unit
- Obtaining and assistance in completing VIN checks
- Crime Watch Services
- COP services (application and participation)
- Community Safety Resource Assistance (Car Seat and Bicycle helmet distribution)
- Obtaining forms for delayed car accidents
- Child Abuse, Elderly Abuse, Sexual Abuse and Animal Abuse Reporting
- Reporting Misdemeanors and Felonies
- Community Crime watch
- Accessing community assistance and services
- Obtaining weapons permit packets
- Deputy and Detective Referrals
- Obtaining official signage (No Trespassing, etc.)
- Providing friendly person to person guidance and contact information relating to citizen needs and available resources and accessible service providers
- Providing Home Burglary Tips and Information
- Providing Crime Prevention Tips and Information
- Providing Bicycle Laws and Information
- Providing Homeland Security Information
- Telephone assistance for information and guidance

**SECOND AMENDMENT TO
LEASE AGREEMENT**

between

S & S ENTERPRISES, INC.

(Landlord)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (R2006-1267) (the "Second Amendment"), made and entered into _____, by and between **S&S ENTERPRISES, INC.**, a Florida corporation, hereinafter referred to as "Landlord" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of Palm Beach County Sheriff's Office, hereinafter referred to as "County".

W I T N E S S E T H:

WHEREAS, Landlord leases the property known as Sierra Square Plaza from S&S Rentals, L.L.C., a Florida limited liability company, and has the right to sublet that property without the consent of S&S Rentals, L.L.C.; and

WHEREAS, Landlord is also the Manager of S&S Rentals, L.L.C., and in that capacity has the authority to confirm that its lease of Sierra Square is in good standing; and

WHEREAS, Landlord and County entered into a Lease Agreement dated July 11, 2006, amended May 1, 2007 (R2007-0646) (collectively, the "Lease"), for the use of the Premises as defined in the Lease, which includes Unit C-8 in Building C, at Sierra Square Plaza, 9250-9270 Indiantown Road, Jupiter, Florida 33478, together with certain parking rights and space on the plaza entrance sign; and

WHEREAS, the Term of the Lease expires May 21, 2012, and the parties wish to extend the Term and provide for an adjustment of the rent; and

WHEREAS, Landlord and County have agreed to amend the Lease to extend the Term, provide for a rent adjustment, update the insurance and notice provisions, and incorporate certain language required by County; and

WHEREAS, Landlord hereby acknowledges that County 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 mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, 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 or amended herein shall have the same meaning as ascribed to them in the Lease.
2. The Annual Rent effective May 22, 2012, is Twenty Thousand Seven Hundred Seventy-One and 40/100 Dollars (\$20,771.40), payable in equal monthly installments of One Thousand Seven Hundred Thirty and 95/100 Dollars (\$1,730.95). Notwithstanding anything to the contrary contained herein, County's share of the Operating Expenses effective May 22, 2012, is Two Thousand Four Hundred Fifty-Four and 36/100 Dollars (\$2,454.36) per year, payable in equal monthly installments of Two Hundred Four and 53/100 Dollars (\$204.53).
3. Article I, Section 1.03, is hereby modified to extend the Term of the Lease to May 21, 2016.
4. Article II, Section 2.02, is hereby deleted in its entirety and replaced with the following:

Commencing on May 22, 2013, and on each subsequent anniversary thereafter (the "Adjustment Date"), the Annual Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers, All Items, U.S. city average (1982-1984=100) (hereinafter "CPI"), issued by the Bureau of Statistics of the U.S. Department of Labor. On each Adjustment Date, the Annual Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the then current Annual Rent by a fraction, the numerator of which shall be the CPI value for the month that is three (3) months immediately preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for same month of the prior year. The Annual Rent, as adjusted, shall be the Annual Rent (adjusted as called for herein) or an increase of three percent (3%), whichever is greater. In the event that the CPI ceases to be published during the Term of this Lease, or if substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none available, by any other nationally recognized publisher or similar statistical information chosen by the Landlord.

5. Article II, Section 2.03, is hereby modified to delete the last sentence in its entirety and replace it with the following:

Commencing on May 22, 2013, increases in Operating Expenses, exclusive of real estate taxes, shall not exceed seven percent (7%) per annum of the amount County paid for Operating Expenses for the preceding lease year.

6. Article II, Section 2.04, is hereby modified to delete the reference to the incorrect tax exemption number. Proof of the County's tax exempt status may be obtained by requesting the information from County.
7. Article VI, Section 6.01, is hereby modified to change the insurance amounts to \$200,000 per person and \$300,000 per occurrence.
8. Article XV, Section 15.04(b), is hereby modified to change the County's address for notices as follows:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

The address for copies remains unchanged.

9. Article XV, Section 15.15, is hereby modified to include a prohibition against discrimination on the basis of age, gender identity or expression, or familial status.
10. Landlord shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance") if Landlord's employees, agents, or contractors are required under this Lease to enter or work at the Premises, which is a "critical facility" as identified in Resolution R2003-1274. Landlord acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.
11. 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 Second Amendment Effective Date, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

12. Palm Beach County has established the Office of the Inspector General. 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.
13. Except as set forth herein, the Lease remains unmodified and in full force and effect, and Landlord and County hereby ratify, confirm, and adopt the Lease as amended hereby.
14. 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 Commissioners (the "Second Amendment Effective Date").
15. Landlord, in its capacity as Manager of S&S Rentals, L.L.C., hereby confirms that its lease of Sierra Square pursuant to the lease attached hereto as "Exhibit B", is in good standing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:
S&S ENTERPRISES, INC., a
Florida corporation

Susan Timmins
Sign Name

BUSAN TIMMINS
Print Name

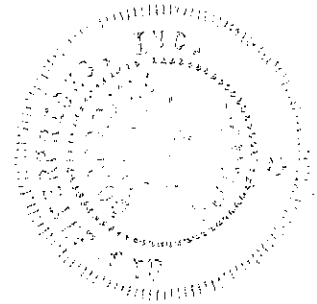
Laura M. Darby
Sign Name

Laura M Darby
Print Name

By: [Signature]

Title: President

(SEAL)



SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Department Director

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~~ BREVARD

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

1. Affiant is the President (position - i.e. president, partner,
trustee) of S&S Enterprises, Inc., a Florida corporation, (the "Landlord") which entity is
the lessee of the real property legally described on the attached Exhibit "A" (the
"Property") and has the right under the terms of its lease to sublet the Property.

2. Affiant's address is: 400 High Point Dr, Suite 500
Cocoa, FL 32926

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Landlord and the percentage interest of each such person
or entity.

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

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

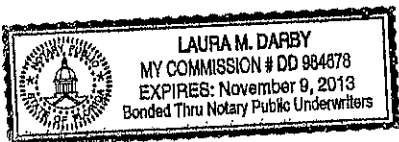
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

T. A. Vani, Affiant
Print Affiant Name: T. A. Vani

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
18th day of April, 2012, by T. A. Vani
[] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.

Laura M. Darby
Notary Public



Laura M. Darby
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-9-13

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

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

1. Affiant is a co-trustee of the Jan Jakubcin Trust ("Jakubcin Trust"). The
Jakubcin Trust owns 25% of the outstanding shares of S&S Enterprises, Inc., a Florida
corporation, which entity is the lessee of the real property legally described on the attached
Exhibit "A" (the "Property") and has the right under the terms of its lease to sublet the
Property.

2. Affiant's address is: _____
_____.

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 Jakubcin Trust and the percentage interest of each such person or
entity.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name: _____
Co-Trustee of the Jan Jakubcin Trust

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
day of _____, 20____, by _____
_____ [] who is personally known to me or [] who has produced _____
_____ as identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

EXHIBIT "B" TO SECOND AMENDMENT

SSQ Bids A, B & C

SHORT FORM LEASE

LEASE AGREEMENT, is made and entered into this 1st day of January 2005, by and between S&S RENTALS, L.L.C., a Florida limited liability company, (hereinafter referred to as "Lessor") and, S&S ENTERPRISES, INC., a Florida corporation (hereinafter referred to as "Lessee").

For good and valuable consideration it is agreed between the parties as follows:

1. Premises - Lessor hereby leases to Lessee the premises known as Building A, Building B and Building C, Sierra Square Plaza, 9250-9270 Indiantown Rd, Jupiter, Florida, consisting 39,789 Sq. Ft. (Building A: 18,975 sq. ft., Building B: 8,800 sq. ft. and Building C 12,014 sq. ft.) plus land, parking lot, and drainfield area as shown approximately on the attached Exhibit A hi-lited in yellow.
2. Term - Twenty five years. This Lease shall be in effect for a term commencing January 1, 2005, and ending July 31, 2028.
3. Lessee Right to Sublet - Lessee has the right to assign or sublet the premises without the consent of Lessor.
4. Rent Rate - Lessee agrees to pay as rent \$21,101.00 per month, with demand or offset, rent for the entire term of the lease. Rental payment is due in advance on the first day of each month and is to be remitted to S&S Rentals, Inc., 400 High Point Dr, Suite 500, Cocoa, 32926, unless otherwise advised by Lessor. Note: Lessor will not collect sales tax from Lessee, see paragraph 9 below.
5. Insurance - Lessee shall maintain, at Lessee's expense, (or provide evidence that Lessee's sublessee maintains) general liability and fire/extended property insurance on the premises for the entire term of the lease, including any extensions.
6. Maintenance - Lessee shall maintain the entire premises in good condition and repair including, but not limited to, structural soundness, roofing, paving, lawncare, etc., so that Lessor bears no expense for such repair. Lessee shall not make any material or structural alterations without the Lessor's prior written approval.
7. No Sales Tax to be remitted to Lessor - Lessee hereby warrants that Lessee collects sales tax from its sublessee and Lessee remits such sales tax directly to the Florida Department of Revenue.
8. Property Taxes, Assessments - Lessee is responsible for payment of the property taxes, assessments, and impact fees.
9. Return of Premises at expiration - Lessee shall commit no waste to the leased premises and Lessee shall return possession of the leased premises in its present condition, reasonable wear and tear and fire casualty excepted.
10. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

LESSOR: S&S RENTALS, L.L.C.

Kelli Kelly

T. A. Vani
T. A. Vani, Managing Member

Witness:

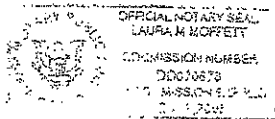
LESSEE: S&S ENTERPRISES, INC.

Kelli Kelly

T. A. Vani
T. A. Vani, President

State of Florida
County of Brevard

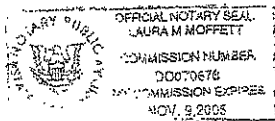
Before me this 1st day of January 2005, personally appeared T. A. Vani, as Managing Member for Lessor, who executed the foregoing instrument, and who after being duly sworn say he is the Managing Member of S&S Rentals, L.L.C., a Florida limited liability company, he has full authority to act on behalf of said company, and who is well known to me.



Laura M. Moffett
Notary Public

State of Florida
County of Brevard

Before me this 1st day of January 2005, personally appeared T. A. Vani, as Lessee, who executed the foregoing instrument, and who after being duly sworn says he is the President of S&S Enterprises, Inc., a Florida corporation, he has full authority to act on behalf of said company, and who is well known to me.



Laura M. Moffett
Notary Public

Sierra Square Plaza
9250 - 9270 Indiantown Road
Jupiter, Florida



LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

FROM AN IRON ROD MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, BEAR NORTH 1 DEGREE -37'-09" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 1146.19 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706 (INDIANTOWN ROAD); THENCE NORTH 74 DEGREES -56'-13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 61.69 FEET TO THE POINT OF BEGINNING.

THENCE, CONTINUE NORTH 74 DEGREES -56'-13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 184.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 3 DEGREES -38'-03" AND A RADIUS OF 2914.93 FEET; THENCE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 184.89 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 41 DEGREES -20'-19" WEST, A DISTANCE OF 224.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES -30'-00" AND A RADIUS OF 70.58 FEET; THENCE, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0 DEGREES -09'-41" EAST, A DISTANCE OF 150.29 FEET; THENCE NORTH 89 DEGREES -30'-00" EAST, A DISTANCE OF 513.00 FEET; THENCE, NORTH 1 DEGREE -37'-09" EAST, ALONG A LINE THAT IS 60 FEET WESTERLY OF, PARALLEL AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.53 ACRES.


Lessor
Lessee

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/23/2012

REQUESTED BY: Steven K. Schlamp
Property Specialist, PREM

PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: PBSO Sierra Square Amendment Two

PROJECT NO.: 2011-5.021

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</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:

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

BAS APPROVED BY: 

DATE: 3-26-12

ENCUMBRANCE NUMBER:

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~~ BREVARD

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

1. Affiant is the President (position - i.e. president, partner,
trustee) of S&S Enterprises, Inc., a Florida corporation, (the "Landlord") which entity is
the lessee of the real property legally described on the attached Exhibit "A" (the
"Property") and has the right under the terms of its lease to sublet the Property.

2. Affiant's address is: 400 High Point Dr, Suite 500
Cocoa, FL 32926

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Landlord and the percentage interest of each such person
or entity.

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

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

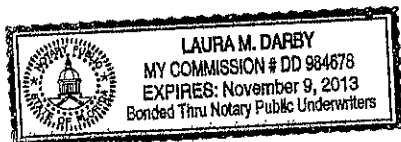
6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

T. A. Vani, Affiant
Print Affiant Name: T. A. Vani

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
18th day of April, 20 12, by T. A. Vani
[] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.

Laura M. Darby
Notary Public



Laura M. Darby
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-9-13

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

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Property is known as parcel control number 30-42-41-06-00-000-1090.

ATTACHMENT NO. 6

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, Mark S. Jakubcin
Mark S. Jakubcin hereinafter referred to as "Affiant", who being by me first duly
sworn, under oath, deposes and states as follows:

1. Affiant is a co-trustee of the Jan Jakubcin Trust ("Jakubcin Trust"). The
Jakubcin Trust owns 25% of the outstanding shares of S&S Enterprises, Inc., a Florida
corporation, which entity is the lessee of the real property legally described on the attached
Exhibit "A" (the "Property") and has the right under the terms of its lease to sublet the
Property.

2. Affiant's address is: 4323 Gabriella Lane
Winter Park FL 32792

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 Jakubcin Trust 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.

Mark S. Jakubcin, Affiant

Print Affiant Name: MARK S. JAKUBCIN
Co-Trustee of the Jan Jakubcin Trust

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th
day of APRIL, 2012, by MARK S. JAKUBCIN
 who is personally known to me or [] who has produced _____
as identification and who did take an oath.

Susan C. Timmins
Notary Public

SUSAN C. TIMMINS
(Print Notary Name)

NOTARY PUBLIC-STATE OF FLORIDA
Susan C. Timmins
Commission # DD873760
Expires: JUNE 04, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 6/04/13

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

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ATTACHMENT NO. 7

SSQ Bldgs A, B & C

SHORT FORM LEASE

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1. Premises - Lessor hereby leases to Lessee the premises known as Building A, Building B and Building C, Sierra Square Plaza, 9250-9270 Indiantown Rd, Jupiter, Florida, consisting 39,789 Sq. Ft. (Building A: 18,975 sq. ft., Building B: 8,800 sq. ft. and Building C 12,014 sq. ft.) plus land, parking lot, and drainfield area as shown approximately on the attached Exhibit A hi-lited in yellow.
2. Term - Twenty five years. This Lease shall be in effect for a term commencing January 1, 2005, and ending July 31, 2028.
3. Lessee Right to Sublet - Lessee has the right to assign or sublet the premises without the consent of Lessor.
4. Rent Rate - Lessee agrees to pay as rent \$21,101.00 per month, with demand or offset, rent for the entire term of the lease. Rental payment is due in advance on the first day of each month and is to be remitted to S&S Rentals, Inc., 400 High Point Dr, Suite 500, Cocoa, 32926, unless otherwise advised by Lessor. Note: Lessor will not collect sales tax from Lessee, see paragraph 9 below.
5. Insurance - Lessee shall maintain, at Lessee's expense, (or provide evidence that Lessee's sublessee maintains) general liability and fire/extended property insurance on the premises for the entire term of the lease, including any extensions.
6. Maintenance - Lessee shall maintain the entire premises in good condition and repair including, but not limited to, structural soundness, roofing, paving, lawncare, etc., so that Lessor bears no expense for such repair. Lessee shall not make any material or structural alterations without the Lessor's prior written approval.
7. No Sales Tax to be remitted to Lessor - Lessee hereby warrants that Lessee collects sales tax from its sublessee and Lessee remits such sales tax directly to the Florida Department of Revenue.
8. Property Taxes, Assessments - Lessee is responsible for payment of the property taxes, assessments, and impact fees.
9. Return of Premises at expiration - Lessee shall commit no waste to the leased premises and Lessee shall return possession of the leased premises in its present condition, reasonable wear and tear and fire casualty excepted.
10. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

LESSOR: S&S RENTALS, L.L.C.

Kelli Kelly

T. A. Vani
T. A. Vani, Managing Member

Witness:

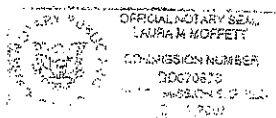
LESSEE: S&S ENTERPRISES, INC.

Kelli Kelly

T. A. Vani
T. A. Vani, President

State of Florida
County of Brevard

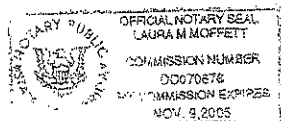
Before me this 1st day of January 2005, personally appeared T. A. Vani, as Managing Member for Lessor, who executed the foregoing instrument, and who after being duly sworn say he is the Managing Member of S&S Rentals, L.L.C., a Florida limited liability company, he has full authority to act on behalf of said company, and who is well known to me.



Laura M. Moffett
Notary Public

State of Florida
County of Brevard

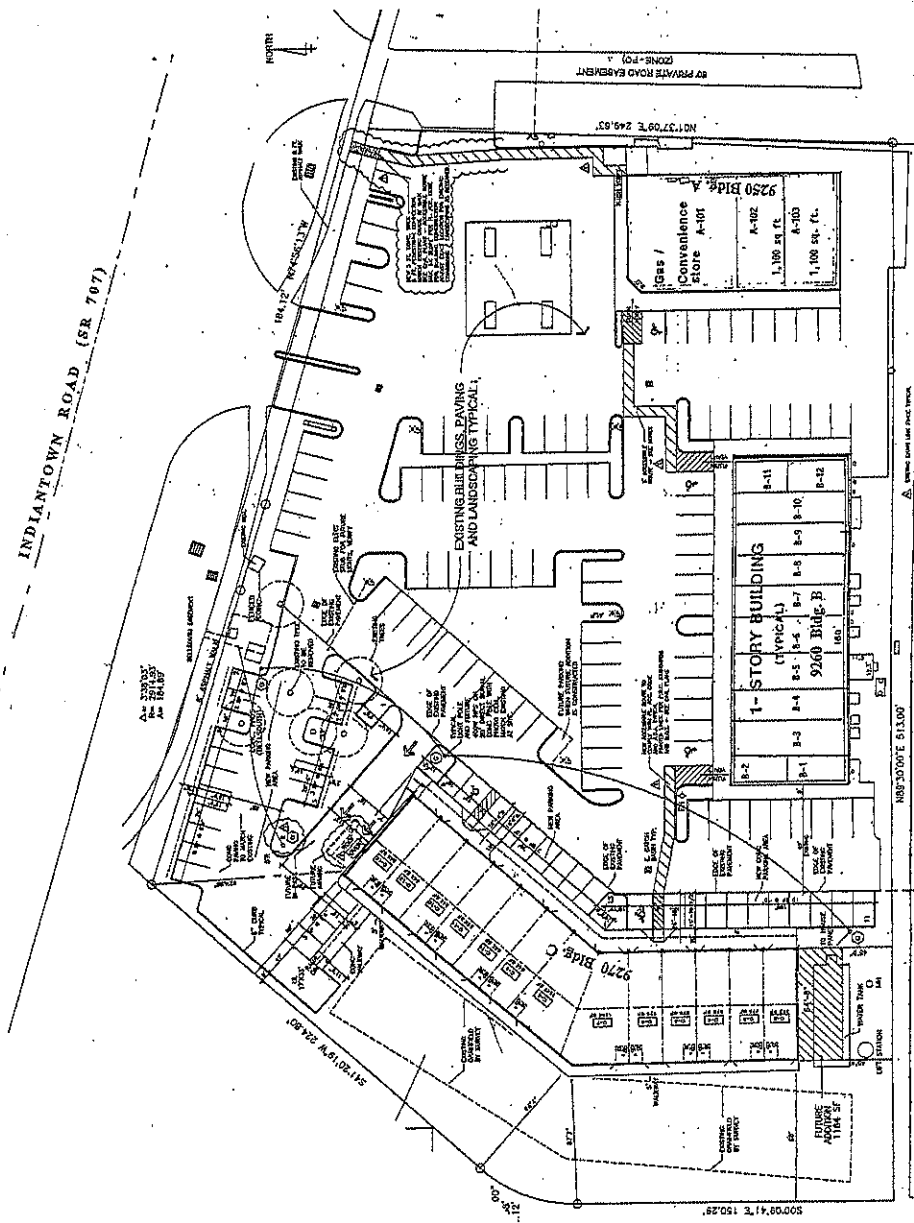
Before me this 1st day of January 2005, personally appeared T. A. Vani, as Lessee, who executed the foregoing instrument, and who after being duly sworn says he is the President of S&S Enterprises, Inc., a Florida corporation, he has full authority to act on behalf of said company, and who is well known to me.



Laura M. Moffett
Notary Public

Exhibit A

SIERRA SQUARE PLAZA
9250 - 9270 Indiantown Road, Jupiter, FL 33478



[Signature]
Lessor

[Signature]
Lessee

Sierra Square Plaza
9250 - 9270 Indiantown Road
Jupiter, Florida

LEGAL DESCRIPTION


A PARCEL OF LAND IN THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE 1/4 OF SW 1/4 OF NE 1/4) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, BEING SPECIFICALLY DESCRIBED AS FOLLOWS:

FROM AN IRON ROD MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, BEAR NORTH 1 DEGREE -37'-09" EAST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 1146.19 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 706 (INDIANTOWN ROAD); THENCE NORTH 74 DEGREES -56'-13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 61.69 FEET TO THE POINT OF BEGINNING.

THENCE, CONTINUE NORTH 74 DEGREES -56'-13" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 184.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 3 DEGREES -38'-03" AND A RADIUS OF 2914.93 FEET; THENCE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 184.89 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 41 DEGREES -20'-19" WEST, A DISTANCE OF 224.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES -30'-00" AND A RADIUS OF 70.58 FEET; THENCE, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0 DEGREES -09'-41" EAST, A DISTANCE OF 150.29 FEET; THENCE NORTH 89 DEGREES -30'-00" EAST, A DISTANCE OF 513.00 FEET; THENCE, NORTH 1 DEGREE -37'-09" EAST, ALONG A LINE THAT IS 60 FEET WESTERLY OF, PARALLEL AND MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SW 1/4 OF NE 1/4) OF SAID SECTION 6, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.53 ACRES.


Lessor


Lessee

OWNER'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~~ BREVARD

BEFORE ME, the undersigned authority, this day personally appeared, _____
B. W. Simpkins, 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 S&S Rentals, L.L.C., a Florida limited liability company, (the "Owner") which
entity is the owner of the real property legally described on the attached Exhibit "A" (the
"Property").

2. Affiant's address is: 400 High Point Dr, Suite 500, Cocoa, FL 32926

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 Owner 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.

B. W. Simpkins, Affiant
Print Affiant Name: B. W. Simpkins, TTEE, Mgr.

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____
18th day of April, 2012, by B. W. Simpkins
[] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.

Laura M. Darby
Notary Public



LAURA M. DARBY
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 11-9-13

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

ATTACHMENT NO. 9

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, B.W. SIMPKINS, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the trustee of the B. W. Simpkins Trust ("Simpkins Trust"). The Simpkins Trust owns 49.8766% of the outstanding shares of S&S Rentals, LL.C., a Florida limited liability company, which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 110 S. TWIN LAKES RD.
COCOA, FL 32926

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 Simpkins Trust 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.

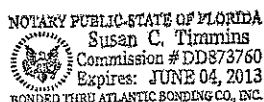
FURTHER AFFIANT SAYETH NAUGHT.

B.W. Simpkins, Affiant

Print Affiant Name: B.W. SIMPKINS
Trustee of the B. W. Simpkins Trust

The foregoing instrument was sworn to, subscribed and acknowledged before me this 20th day of APRIL, 2012, by B.W. SIMPKINS who is personally known to me or who has produced _____ as identification and who did take an oath.

Susan C. Timmins
Notary Public



SUSAN C. TIMMINS
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 6/04/13

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron rod marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the POINT OF BEGINNING.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.

ATTACHMENT NO. 10

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, F.A. Sheriff, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the trustee of the F. A. Sheriff Trust ("Sheriff Trust"). The Sheriff Trust owns 49.8766% of the outstanding shares of S&S Rentals, LL.C., a Florida limited liability company, which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 112 N Twin Lakes Rd
COCOA FL 32926

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 Sheriff Trust 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: F.A. Sheriff
Trustee of the F.A. Sheriff Trust

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th day of April, 2012, by F.A. Sheriff who is personally known to me or [] who has produced [] as identification and who did take an oath.

[Signature]
Notary Public



Kellie D. Kelly
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 3/5/14

EXHIBIT "A"

PROPERTY

Sierra Square Plaza
9250 - 9270 Indiantown Rd, Jupiter, FL 33478

A parcel of land in the Northeast One-Quarter of the Southwest one-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) of Section 6, Township 41 South, Range 42 East, being specifically described as follows:

From an iron marking the Southeast corner of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, bear North 1 degree 37'09" East along the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 1146.19 feet to the intersection thereof with the Southerly Right-of-Way line of State Road 706 (Indiantown Road); thence North 74 degrees 56'13" West along said Right-of-Way line, a distance of 61.69 feet to the Point of Beginning.

Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence Northwesterly, along the arc of said curve, a distance of 184.89 feet to the end of said curve; thence, South 41 degrees 20'19" West, a distance of 224.80 feet to the point of curvature of a curve to the left, having a central angle of 41 degrees 30'00" and a radius of 70.58 feet; thence, Southwesterly, along the arc of said curve, a distance of 51.12 feet to the point of tangency; thence South 0 degrees 09'41" East, a distance of 150.29 feet; thence North 89 degrees 30'00" East, a distance of 513.00 feet; thence North 1 degree 37'09" East, along a line that is 60 feet Westerly of, parallel and measured at right angles to the East line of the Southwest One-Quarter of the Northeast One-Quarter (SW 1/4 of NE 1/4) of said Section 6, a distance of 260.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL (ADDITIONAL R/W FOR SR #706):

A parcel of land in the Northeast One-Quarter of the Southwest One-Quarter of the Northeast One-Quarter (NE 1/4 of SW 1/4 of NE 1/4) Section 6, Township 41 South, Range 42 East, being specifically described as follows:

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Thence, continue North 74 degrees 56'13" West along said Right-of-Way line, a distance of 184.12 feet to the point of curvature of a curve to the right, having a central angle of 3 degrees 38'03" and a radius of 2914.93 feet; thence, Northwesterly, along the arc of said curve, a distance of 184.89 feet, thence South 41 degrees 20'19" West a distance of 10.83 feet to the arc of a curve concave to the Northeast having a radius of 2924.93 feet; thence, Southeasterly, along the arc of said curve, a distance of 189.04 feet to the point of tangency of said curve; thence South 74 degrees 56'13" East a distance of 186.51 feet; thence North 1 degree 37'09" East a distance of 10.28 feet to the POINT OF BEGINNING.

Property is known as parcel control number 30-42-41-06-00-000-1090.



S&SE001

OP ID: VF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/12

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 J.W. Edens & Company Commercial Ins of Brevard, Inc 325 Fifth Avenue, Suite 108 Indialantic, FL 32903 Wesley H. Houser	321-725-7000 321-725-7856	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED S&S Enterprises, Inc. 400 High Point Drive, Ste. 500 Cocoa, FL 32926		INSURER(S) AFFORDING COVERAGE INSURER A: Old Dominion Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 40231	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

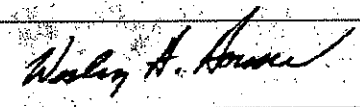
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	BPG5501E	01/16/12	01/16/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUG5501E	01/16/12	01/16/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

LEASE AGREEMENT: R2006-1267, PBSO SIERRA SQUARE. Certificate holder is named as an additional insured as respects to general liability. Additional insured applies only to those operations performed by the named insured. BW Simpkins & FA Sheriff, BW Simpkins Trust & FA Sherriff Trust and S&S Rentals, LLC as additional named insureds.

CERTIFICATE HOLDER

CANCELLATION

PALMBE7 Palm Beach County Board of Cty Comm. c/o Property & Real Estate Management Div. 2633 Vista Parkway West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wesley H. Houser 
--	--

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ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE(MM/DD/YY) 04/24/12

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 PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620 877-266-6850	COMPANIES AFFORDING COVERAGE	
	COMPANY A ILLINOIS NATIONAL INSURANCE COMPANY	
INSURED Paychex Business Solutions, Inc. S&S ENTERPRISES INC 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	COMPANY B	
	COMPANY C COMPANY D	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	011598305	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000.00 EL DISEASE - POLICY LIMIT \$ 1,000,000.00 EL DISEASE - EA EMPLOYEE \$ 1,000,000.00
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PROPERTY & REAL ESTATE MANAGEMENT DIVISION 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Deane S. ...</i>



OP ID: VF

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
04/24/2012

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

AGENCY J.W. Edens & Company Commercial Ins of Brevard, Inc 325 Fifth Avenue, Suite 108 Indialantic, FL 32903 Wesley H. Houser		PHONE (A/C, No, Ext): 321-725-7000	COMPANY Old Dominion Insurance Company 4601 Touchton Road E #3300 Jacksonville, FL 32246-4485	
FAX (A/C, No): 321-725-7856	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: S&SE001		LOAN NUMBER		POLICY NUMBER BPG5501E
INSURED S&S Enterprises, Inc. 400 High Point Drive, Ste. 500 Cocoa, FL 32926		EFFECTIVE DATE 01/16/12	EXPIRATION DATE 01/16/13	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 9270 Indian Town Road Jupiter, FL 33478	Property Owner
--	----------------

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 EVIDENCE OF PROPERTY INSURANCE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Premise 4 Building 1 Building Special Form 90% Coinsurance, Replacement Cost \$1,000 Deductible Applicable to All Perils Except 5% Deductible Applicable to Windstorm and Hail Business Inc. with Extra Exp 12 MOS.	\$1,347,900	\$1,000*

REMARKS (Including Special Conditions)

FULL NAME: Palm Beach County Board of County Commissioners c/o
Property & Real Estate Management Division.

RECEIVED

APR 24 2012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Bch County Board of SEE REMARKS FOR FULL NAME 2633 Vista Parkway West Palm Beach, FL 33411	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE Wesley H. Houser		

Below is information for rent only justifying the figures listed on the attached BAS for the PBSO substation Second Amendment to Lease Agreement with S&S Enterprises:

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$9,007.04</u>	<u>\$25,310.23</u>	<u>\$26,170.13</u>	<u>\$27,062.75</u>	<u>\$17,688.65</u>

FY2012:

- As the Lease expires on 5/21/2012, rent has already been budgeted for 10/1/2011 – 5/21/2012.
- Total rent is comprised of base rent, CAM and taxes.
- Current base rent is \$20,771.40 per year (\$1,730.95 per month), CAM is \$2,454.36 per year (\$204.53 per month) and taxes are \$1,940.45 per year (\$161.70 per month), for a total rent of \$25,166.21 per year (\$2,097.18 per month).
- Per the Second Amendment, base rent and CAM portions of total rent will be revised.
- Base rent will remain constant for the first year of the term extension (5/22/2012 – 5/21/2013).
- CAM will remain constant for the first year of the term extension (5/22/2012 – 5/21/2013).
- Taxes for the first year of the term extension (5/22/2012 – 5/21/2013) will be \$1,778.79 per year (\$148.23 per month).
- 5/22/2012 – 5/31/2012 = 10 days.
- $\$1,730.95 + \$204.53 + \$148.23 = \$2,083.71 \div 31 \text{ days for May 2012} = \$67.22 \text{ per day} \times 10 \text{ days} = \$672.20.$
- 6/1/2012 – 9/30/2012 = 4 months.
- $\$2,083.71 \text{ per month} \times 4 \text{ months} = \$8,334.84.$
- $\$672.20 + \$8,334.84 = \$9,007.04.$

FY2012 TOTAL = \$9,007.04

FY2013:

- 10/1/2012 – 4/30/2013 = 7 months.
- $\$2,083.71 \text{ per month} \times 7 \text{ months} = \$14,585.97.$
- 5/1/2013 – 5/21/2013 = 21 days.
- $\$2,083.71 \text{ per month} \div 31 \text{ days for May 2013} = \$67.22 \text{ per day} \times 21 \text{ days} = \$1,411.62.$
- Effective 5/22/2013, total rent is adjusted; estimate 3% increase in base rent, 7% increase in CAM and 3% increase in taxes.
- Effective 5/22/2013, base rent increases to \$21,394.54 per year (\$1,782.88 per month), CAM increases to \$2,626.17 per year (\$218.85 per month) and taxes increase to \$1,832.15 per year (\$152.68 per month); total rent increases to \$25,852.86 per year (\$2,154.41 per month).
- 5/22/2013 – 5/31/2013 = 10 days.
- $\$2,154.41 \div 31 \text{ days for May 2013} = \$69.50 \text{ per day} \times 10 \text{ days} = \$695.00.$

- 6/1/2013 – 9/30/2013 = 4 months.
- \$2,154.41 per month x 4 months = \$8,617.64.
- \$14,585.97 + \$1,411.62 + \$695.00 + \$8,617.64 = \$25,310.23.

FY2013 TOTAL = \$25,310.23

FY2014:

- 10/1/2013 – 4/30/2014 = 7 months.
- \$2,154.41 per month x 7 months = \$15,080.87.
- 5/1/2014 – 5/21/2014 = 21 days.
- \$2,154.41 per month ÷ 31 days for May 2014 = \$69.50 per day x 21 days = \$1,459.50.
- Effective 5/22/2014, total rent is adjusted; estimate 3% increase in base rent, 7% increase in CAM and 3% increase in taxes.
- Effective 5/22/2014, base rent increases to \$22,036.38 per year (\$1,836.36 per month), CAM increases to \$2,810.00 per year (\$234.17 per month) and taxes increase to \$1,887.11 per year (\$157.26 per month); total rent increases to \$26,733.49 per year (\$2,227.79 per month).
- 5/22/2014 – 5/31/2014 = 11 days.
- \$2,227.79 ÷ 31 days for May 2014 = \$71.86 per day x 10 days = \$718.60.
- 6/1/2014 – 9/30/2014 = 4 months.
- \$2,227.79 per month x 4 months = \$8,911.16.
- \$15,080.87 + \$1,459.50 + \$718.60 + \$8,911.16 = \$26,170.13.

FY2014 TOTAL = \$26,170.13

FY2015:

- 10/1/2014 – 4/30/2015 = 7 months.
- \$2,227.79 per month x 7 months = \$15,594.53.
- 5/1/2015 – 5/21/2015 = 21 days.
- \$2,227.79 per month ÷ 31 days for May 2015 = \$71.86 per day x 21 days = \$1,509.06.
- Effective 5/22/2015, total rent is adjusted; estimate 3% increase in base rent, 7% increase in CAM and 3% increase in taxes.
- Effective 5/22/2015, base rent increases to \$22,697.47 per year (\$1,891.45 per month), CAM increases to \$3,006.70 per year (\$250.56 per month) and taxes increase to \$1,943.72 per year (\$161.98 per month); total rent increases to \$27,647.89 per year (\$2,303.99 per month).
- 5/22/2015 – 5/31/2015 = 10 days.
- \$2,303.99 ÷ 31 days for May 2015 = \$74.32 per day x 10 days = \$743.20.
- 6/1/2015 – 9/30/2015 = 4 months.
- \$2,303.99 per month x 4 months = \$9,215.96.
- \$15,594.53 + \$1,509.06 + \$743.20 + \$9,215.96 = \$27,062.75.

FY2015 TOTAL = \$27,062.75

FY2016:

- 10/1/2015 – 4/30/2016 = 7 months.
- \$2,303.99 per month x 7 months = \$16,127.93.
- 5/1/2016 – 5/21/2016 = 21 days.
- \$2,303.99 per month ÷ 31 days for May 2013 = \$74.32 per day x 21 days = \$1,560.72.
- Term ends on 5/21/2016.
- \$16,127.93 + \$1,560.72 = \$17,688.65.

FY2016 TOTAL = \$17,688.65



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Detail by Entity Name

Florida Profit Corporation

S & S ENTERPRISES, INC.

Filing Information

Document Number J53041
FEI/EIN Number 592751366
Date Filed 01/20/1987
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 05/04/1998
Event Effective Date NONE

Principal Address

400 HIGH POINT DRIVE, SUITE #500
COCOA FL 32926

Changed 05/31/1991

Mailing Address

400 HIGH POINT DRIVE, SUITE #500
COCOA FL 32926

Changed 05/31/1991

Registered Agent Name & Address

VANI, THOMAS A
400 HIGH POINT DRIVE
SUITE 500
COCOA FL 32926 US

Name Changed: 03/13/1997

Address Changed: 04/27/2000

Officer/Director Detail

Name & Address

Title PD

VANI, THOMAS A
400 HIGH POINT DR
COCOA FL

Title S

MOFFETT, LAURA M
400 HIGH POINT DR

COCOA FL

Title VT

ZAMAGIAS, CHRISTINE
400 HIGH POINT DR STE 500
COCOA FL 32926

Title AS

TIMMINS, SUSAN C
400 HIGH POINT DR, STE 500
COCOA FL 32926

Annual Reports

Report Year Filed Date

2009	03/11/2009
2010	03/08/2010
2011	03/25/2011

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State of Florida, Department of State

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# J53041

Entity Name: S & S ENTERPRISES, INC.

FILED
Mar 25, 2011
Secretary of State

Current Principal Place of Business:

400 HIGH POINT DRIVE, SUITE #500
COCOA, FL 32926

New Principal Place of Business:

Current Mailing Address:

400 HIGH POINT DRIVE, SUITE #500
COCOA, FL 32926

New Mailing Address:

FEI Number: 59-2751366

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

VANI, THOMAS A
400 HIGH POINT DRIVE
SUITE 500
COCOA, FL 32926 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

OFFICERS AND DIRECTORS:

Title: PD
Name: VANI, THOMAS A
Address: 400 HIGH POINT DR
City-St-Zip: COCOA, FL

Title: S
Name: MOFFETT, LAURA M
Address: 400 HIGH POINT DR
City-St-Zip: COCOA, FL

Title: VT
Name: ZAMAGIAS, CHRISTINE
Address: 400 HIGH POINT DR STE 500
City-St-Zip: COCOA, FL 32926

Title: AS
Name: TIMMINS, SUSAN C
Address: 400 HIGH POINT DR, STE 500
City-St-Zip: COCOA, FL 32926

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.



SIGNATURE: THOMAS A. VANI

P

03/25/2011

Electronic Signature of Signing Officer or Director

_____ Date

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Detail by Entity Name

Florida Limited Liability Company
 S&S RENTALS, L.L.C.

Filing Information

Document Number L02000006962
FEI/EIN Number 591740375
Date Filed 03/18/2002
State FL
Status ACTIVE

Principal Address

400 HIGH POINT DRIVE, SUITE 500
 COCOA FL 32926

Mailing Address

400 HIGH POINT DRIVE, SUITE 500
 COCOA FL 32926

Registered Agent Name & Address

S&S ENTERPRISES, INC.
 400 HIGH POINT DRIVE, SUITE 500
 COCOA FL 32926 US

Manager/Member Detail

Name & Address

Title MGR

SIMPKINS, B.W. TRUSTEE
 400 HIGH POINT DRIVE, SUITE 500
 COCOA FL 32926

Title MGR

SHERIFF, F.A. TRUSTEE
 400 HIGH POINT DRIVE, SUITE 500
 COCOA FL 32926

Title MGR

S&S ENTERPRISES, INC.
 400 HIGH POINT DRIVE, SUITE 500
 COCOA FL 32926

Annual Reports

Report Year Filed Date

2010 03/08/2010

2011 04/11/2011
2012 03/26/2012

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State of Florida, Department of State

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L02000006962

Entity Name: S&S RENTALS, L.L.C.

FILED
Mar 26, 2012
Secretary of State

Current Principal Place of Business:

400 HIGH POINT DRIVE, SUITE 500
COCOA, FL 32926

New Principal Place of Business:

Current Mailing Address:

400 HIGH POINT DRIVE, SUITE 500
COCOA, FL 32926

New Mailing Address:

FEI Number: 59-1740375

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

S&S ENTERPRISES, INC.
400 HIGH POINT DRIVE, SUITE 500
COCOA, FL 32926 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: SIMPKINS, B.W. TRUSTEE
Address: 400 HIGH POINT DRIVE, SUITE 500
City-St-Zip: COCOA, FL 32926

Title: MGR
Name: SHERIFF, F.A. TRUSTEE
Address: 400 HIGH POINT DRIVE, SUITE 500
City-St-Zip: COCOA, FL 32926

Title: MGR
Name: S&S ENTERPRISES, INC.
Address: 400 HIGH POINT DRIVE, SUITE 500
City-St-Zip: COCOA, FL 32926

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: TA VANI

MGR

03/26/2012

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