Agenda Item #:

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

<b>Meeting Date:</b>	May 21, 2013	[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing
Department:	Facilities Developm	ent & Operations	
		I. EXECUTIVE BRIE	F

### Motion and Title: Staff recommends motion to approve:

A) a First Amendment to Lease Agreement (R2008-1471) with the Playa Del Mar Association, Inc., a Florida not-for- profit corporation, for continued use of the Condominium's rooftop for communication equipment on behalf of the Palm Beach County Sheriff's Office; and

**B)** a First Amendment to Use Agreement (R2008-1472) with the Palm Beach County Sheriff's Office (PBSO) establishing PBSO's continued financial responsibility for rent and its equipment.

**Summary:** On September 9, 2008, the Board approved the Lease Agreement with the Playa Del Mar Association for PBSO's use of 400+/- SF of roof top space on the Playa Del Mar Condominium for the placement of a radar dish and mast to enhance maritime security and improve communication between local law enforcement agencies. The Use Agreement with PBSO established PBSO's responsibility for the annual rent and costs associated with the installation of the equipment. The initial term of the Lease Agreement was for five (5) years ending on September 8, 2013. The gross annual rent for FY 2013 is \$6,077.54 and has been paid. This First Amendment extends the term of the Lease from September 9, 2013, through September 8, 2018; revises Section 2.02 Cost of Living Adjustment of Annual Gross Rent by reducing the annual increases from five (5%) percent or CPI, whichever is greater; and modifies various standard provisions in the Lease. The County has the option to terminate this Agreement for any reason upon ninety (90) days prior written notice to the Association.

### (PREM) Countywide (HJF)

**Background and Justification:** The Lease Agreement with Playa Del Mar Association, Inc. and the Use Agreement with PBSO were approved on September 9, 2008, (R2008-1471 & R2008-1472). This First Amendment to the Lease: i) extends the term by five (5) years commencing on September 9, 2013, and expiring on September 8, 2018; ii) reduces the minimum increase in annual rent from five (5%) percent to three (3%) percent, or CPI, whichever is greater; iii) modifies Section 13.01Non-Discrimination to include a prohibition against discrimination on the basis of gender identity or expression, or familial status; iv) adds provisions regarding the Inspector General and third party beneficiaries. The First Amendment to the Use Agreement with PBSO extends the term by five (5) years and confirms the financial responsibilities of PBSO to pay the annual rent for the roof top space. All other terms and conditions of the Lease and Use Agreements will remain in full force and effect. Florida Statutes, Section 286.23, requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County. Playa Del Mar Association, Inc., a Florida not-for-profit corporation, has provided the attached Disclosure indicating that none of the unit owners hold more than a five percent (5%) interest in the Association.

### Attachments:

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

Recommended By: 1	Aymen WinF	4/24/13			
, - · ·	Department Director	Date '			
Approved By:	Mary	576/13			
	<b>County Administrator</b>	Date			

### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2013	2014	2015	2016	2017	
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>\$-0-*</u>	<u>\$6,259.87</u>	\$6,447.67 	<u>\$6,641.10</u> 	<u>\$6,840.33</u>	
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$6,259.87</u>	<u>\$6,447.67</u>	<u>\$6,641.10</u>	<u>\$6,840.33</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Bu	dget: Yes	<u>X</u>	No			
Budget Account No: Fund F	<u>0001</u> Dept Program	<u>164</u>	Unit <u>1604</u>	Object <u>441</u>	0	

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

\*The rent is listed as annual; no proration provision is provided for in the agreement, full rent in the amount of \$6,077.54 was made in FY13.

Fiscal Impact has been calculated using an estimated amount of 3% for CPI.

This Agreement is being funded using a Homeland Security Grant. In the event that the Grant runs out or is not sufficient, the Use Agreement provides that the Sheriff will fund the expenses out of its operating budget or the County will terminate.

C. Departmental Fiscal Review:

4.26.13

### III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Development Comments:

**OFMB** 

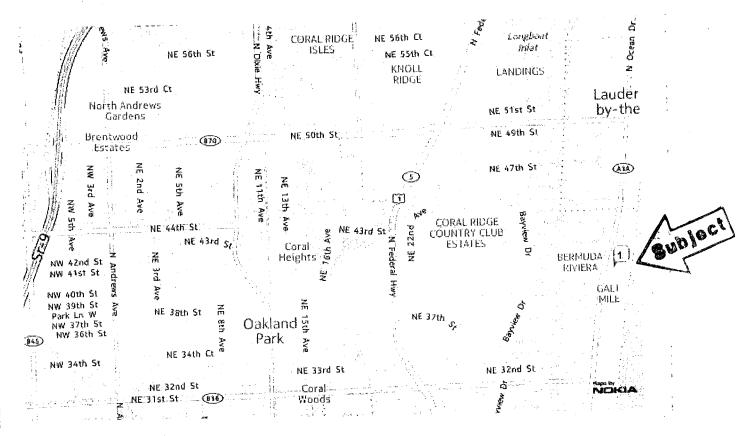
13 ract Development elle

B. Legal Sufficiency: Assistan unty Attorney

C. Other Department Review:

**Department Director** 

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



## 3900 Galt Ocean Dr, Fort Lauderdale, FL 33308-6602

### LOCATION

IAP

## FIRST AMENDMENT TO LEASE AGREEMENT

#### between

## Playa Del Mar Association, Inc., a Florida not-for-profit corporation.

(Lessor)

and

## PALM BEACH COUNTY,

## A POLITICAL SUBDIVISION OF THE

### STATE OF FLORIDA

(County)

GAPREM/PM/OUT LEASEAPBSO PLAYA DEL MAR ANTENNA/IST AMENDMENT/004. 11F APPROVED 2.12.13.DOCX

#### FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), made and entered into \_\_\_\_\_\_, by and between PLAYA DEL MAR ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

### WITNESSETH:

WHEREAS, Lessor and County entered into that certain Lease Agreement dated September 09, 2008 (R2008-1471) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on September 09, 2008, for a term of five (5) years and;

WHEREAS, County wishes to extend the Lease from September 09, 2013, through September 08, 2018 and;

WHEREAS, County has requested a reduction in the rental rate for the extension period, and Lessor has agreed to decrease the minimum Cost of Living Adjustment of Annual Gross Rent increases from five percent (5%) to three percent (3%), for the five year extension of the Lease.

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

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Section 1.01 of the Lease, is modified to extend the Term for a period of five (5) years commencing on September 09, 2013, and expiring on September 08, 2018.

3. Section 2.02 is modified to reduce the Cost of Living Adjustment of Annual Gross Rent from five percent (5%) or CPI whichever is greater, to three percent (3%) or CPI, whichever is greater.

4. Lessor represents that simultaneously with Lessor's execution of this First Amendment, Lessor has executed and delivered to County, the Lessor'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 Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the First Amendment, Lessor shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

6. Section 13.01, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status, and gender identity or expression.

7. 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.

8. No provision of the Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Lessor.

9. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

10. Except as set forth herein, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

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

WITNESS:

Janie Jonzalez Witness LESSOR:

Playa Del Mar Association, Inc., a Florida not-for-profit corporation

Print Name

osie Print Name

### ATTEST: SHARON R. BOCK CLERK & COMPTROLLER

By:\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

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

By:\_

Steven L. Abrams, Mayor

APPROVED AS TO TERMS AND CONDITIONS

Department Director By: 14

## LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS

### Exhibit "A" to First Amendment LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

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

STATE OF FLORIDA COUNTY OF PALM BEACH

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

1. Affiant is the <u>President</u> (position - i.e. president, partner, trustee) of <u>Playa Del Mar Association, Inc., a Florida non-profit corporation</u> (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: <u>3900 Galt Ocean Dr, Ft Lauderdale, Fl 33308.</u>

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

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

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

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

FURTHERAFFIANT, SAYETH NAUGHT. Print Affiant Name: Arnulto

The foregoing instrument was sworn to, subscribed and acknowledged before me this  $\frac{23}{M}$  day of <u>March</u>, 20<u>/3</u>, by <u>Arnulfo Ray Garcia</u> [V] who is personally known to me or [] who has

produced NA \_\_\_\_\_ as identification and who did take an oath. Pour Breek

Notary Public

Kocio Bowers (Print Notary Name)

NOTARY PUBLIC State of Florida at Large My Commission Expires: <u>4/17</u>2014

ROCIO J BOWERS Notary Public - State of Florida

Ay Comm. Expires Apr 17, 2014 Commission # DD 948290

### PROPERTY

PLAYA DEL MAR CONDOMINUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all the appurtenances thereto according to said Declaration.

### SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

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

NAM	E		ADDRESS					PERCENTAGE				
<u>Playa</u>	Del	Mar	Association,	Inc.	is a	501(c)(3)	Arganizat	OF INTER	CEST			
		<u>or em</u>	ities that hav	e a ber	<u>iencial</u>	interest in	<u>its assets.</u>					
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#### FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT (the "First Amendment"), made and entered into \_\_\_\_\_\_\_ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("COUNTY") and RIC L. BRADSHAW, SHERIFF, in his official capacity as the Sheriff of Palm Beach County, Florida, a State constitutional officer ("SHERIFF").

#### WITNESSETH:

WHEREAS, COUNTY and PLAYA DEL MAR ASSOCIATION, INC., a Florida not-for-profit corporation, entered into a Agreement dated September 09, 2008 (R2008-1471) (the "Lease") for the use of the Premises as defined in the Lease, for a term of five (5) years on SHERIFF's behalf and;

WHEREAS, Sheriff requested that COUNTY enter into a First Amendment to the Playa Del Mar Agreement ("First Amendment") of even date, a copy of which is made a part hereof as Exhibit "A", to extend the term for five (5) years from September 09, 2013, through September 08, 2018 and;

WHEREAS, County requested a reduction in the rental rate for the extension period, and Playa Del Mar Association, Inc., ("Lessor") has agreed to decrease the minimum percentage of the cost of annual living adjustment to annual gross rent from five percent (5%) to three percent (3%), or CPI whichever is greater, for the five year extension of the Lease. and;

WHEREAS, SHERIFF agrees to pay COUNTY for COUNTY's payment of Annual Gross Rent pursuant to the Playa Del Mar Agreement as amended by the First Amendment for the extended term of the Playa Del Mar Agreement.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. SHERIFF acknowledges that the current Annual Gross Rent shall be increased annually by three percent (3%), or CPI whichever is greater, as provided for in Section 2.02 Cost of Living Adjustment of Annual Gross Rent of the Playa Del Mar Agreement.

3. SHERIFF agrees to pay COUNTY the Annual Gross Rent due as set forth in the First Amendment. The Director of Property & Real Estate Management shall provide SHERIFF with an invoice for the amount due, which amount shall be promptly authorized by SHERIFF for payment through internal payment procedures.

4. This First Amendment shall remain in effect until the termination or expiration of the Playa Del Mar Agreement.

5. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("First Amendment Effective Date").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

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

SHARON R. BOCK **CLERK & COMPTROLLER** 

By:

By:

Deputy Clerk

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

unty Attorney

By:

Steven L Abrams, Mayor

APPROVED AS TO TERMS AND CONDITIONS

By:1/41

Audrey Wolf, Director **Facilities Development & Operations** 

RIC L. BRADSHAW, SHERIFF, in his capacity as the Sherff of Palm Beach County, Florida, a State constitutional

officer By: Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Bv

Ass't Legal Advisor, PBC Sheriff's Office

G:\PREM\PM\Out Lease\PBSO Playa Del Mar Antenna\1st Amendment\Use Agmt PBSO.005 HF Approved 2.12.13.docx

ATTEST:

By: fl Culser RAY CARLSON

## First Amendment to Lease

## FIRST AMENDMENT TO LEASE AGREEMENT

between

## Playa Del Mar Association, Inc., a Florida not-for-profit corporation.

(Lessor)

and

## PALM BEACH COUNTY,

## A POLITICAL SUBDIVISION OF THE

## STATE OF FLORIDA

(County)

GAPREMAPMAOUT LEASUAPBSO PLAYA DEL MAR ANTENNALIST AMENDMENTA004. HF APPROVED 2.12.13.DOCX

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), made and entered into \_\_\_\_\_\_, by and between PLAYA DEL MAR ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

### WITNESSETH:

WHEREAS, Lessor and County entered into that certain Lease Agreement dated September 09, 2008 (R2008-1471) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on September 09, 2008, for a term of five (5) years and;

WHEREAS, County wishes to extend the Lease from September 09, 2013, through September 08, 2018 and;

WHEREAS, County has requested a reduction in the rental rate for the extension period, and Lessor has agreed to decrease the minimum Cost of Living Adjustment of Annual Gross Rent <u>increases</u> from five percent (5%) to three percent (3%), for the five year extension of the Lease.

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

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Section 1.01 of the Lease, is modified to extend the Term for a period of five (5) years commencing on September 09, 2013, and expiring on September 08, 2018.

3. Section 2.02 is modified to reduce the Cost <u>of Living Adjustment of Annual</u> Gross Rent from five percent (5%) or CPI whichever is greater, to three percent (3%) or CPI, whichever is greater.

4. Lessor represents that simultaneously with Lessor's execution of this First Amendment, Lessor has executed and delivered to County, the Lessor'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 Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the First Amendment, Lessor shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

6. Section 13.01, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status, and gender identity or expression.

7. 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.

8. No provision of the Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Lessor.

9. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

10. Except as set forth herein, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

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

LESSOR:

### WITNESS:

Jania Jouzalez

Print Name

Dec itness

Kosie Print Name

Playa Del Mar Association, Inc., a Florida not-for-profit corporation By: Marko Ray Garege, President Send

### ATTEST: SHARON R. BOCK CLERK & COMPTROLLER

By:\_

Deputy Clerk

### APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:\_\_

Assistant County Attorney

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

By:\_

Steven L. Abrams, Mayor

### APPROVED AS TO TERMS AND CONDITIONS

By:\_

Department Director

## LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS

### Exhibit "A" to First Amendment LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS (REQUIRED BY FLORIDA STATUTES 286.23)

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

### STATE OF FLORIDA COUNTY OF PALM BEACH

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

1. Affiant is the <u>President</u> (position - i.e. president, partner, trustee) of <u>Playa Del Mar Association, Inc., a Florida non-profit corporation</u> (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

## 2. Affiant's address is: <u>3900 Galt Ocean Dr, Ft Lauderdale, Fl 33308.</u>

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

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

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

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

FURTHERAFFIANT, SAYETH NAUGHT. , Affiant A*y Garcia* Print Affiant Name: Arnulto

The foregoing instrument was sworn to, subscribed and acknowledged before me this <u>33</u> day of <u>March</u>, 20<u>/3</u>, by <u>Arnulfo Ray Carcia</u> [V] who is personally known to me or [] who has

produced NIA \_\_\_\_\_ as identification and who did take an oath. Four Breek Notary Public Rocio Bowers (Print Notary Name) **ROCIO J BOWERS** Notary Public - State of Florida

NOTARY PUBLIC State of Florida at Large My Commission Expires: <u>4</u>/17/2014

My Comm. Expires Apr 17, 2014

Commission # DD 948290

## PROPERTY

PLAYA DEL MAR CONDOMINUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all the appurtenances thereto according to said Declaration.

## SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

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

OF INTEREST <u>Playa Del Mar Association, Inc. is a 501(c)(3) organization. There are</u> <u>individuals or entities that have a beneficial interest in its assets.</u>	£
individuals or entities that have a beneficial interest in its assets.	
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## **BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 2/13/2013	REQUESTE	DBY: Richard	PHONE: 561.233.0124 FAX: 561.233.0210		
PROJECT TITLE: PBSO Antenna Play	ya Del Mar 1 <sup>st</sup> A	Amendment	PRO	JECT NO.: 2013	3-5.001
Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>\$-0- *</u>	\$6,259.87	\$6,447.67	\$6,641.10	<u>\$6,840.33</u>
NET FISCAL IMPACT	<u>\$-0-*</u>	<u>\$6,259.87</u>	<u>\$6,447.67</u>	<u>\$6,641.10</u>	<u>\$6,840.33</u>
# ADDITIONAL FTE POSITIONS (Cumulative) *The rent is listed is annual, no pro of \$6,077.54 was made October 1, 1 using a Homeland Security Grant. S terminate agreement.	2012 FY13. ]	Increases were	estimated at 3	%, Agreement	may be funded
** By signing this BAS your department this BAS by FD&O. Unless there is a c	nt agrees to the change in the sc	ese staff costs an cope of work, no	nd your account additional staff	will be charged charges will be l	' upon receipt of billed.
<b>BUDGET ACCOUNT NUMBER</b> FUND: 0001 DEPT: 164 IS ITEM INCLUDED IN CURREN		04 OBJ: 4410 YES <u>X</u>	NO	SUB OBJ:	
IDENTIFY FUNDING SOURCE FO         Ad Valorem (source/type:	e: Ø Operatin	· · · · · · · · · · · · · · · · · · ·	[] F	)	
SUBJECT TO IG FEE? 🗆 YE	S 🗆	NO <sup>,</sup>			
Department: $FD$ BAS APPROVED BY: ENCUMBRANCE NUMBER:	o Ur	DAT	ге:Э-)	3-13	

G:\PREM\PM\Out Lease\PBSO Playa Del Mar Antenna\1st Amendment\BAS revenue\_expense (031110).WIN 7.docx

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

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

### STATE OF FLORIDA COUNTY OF PALM BEACH

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

1. Affiant is the <u>President</u> (position - i.e. president, partner, trustee) of <u>Playa Del Mar Association, Inc., a Florida non-profit corporation</u> (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: <u>3900 Galt Ocean Dr, Ft Lauderdale, Fl 33308.</u>

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

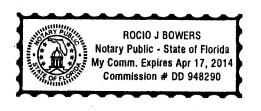
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

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

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

FURTHERAFFIANT, SAYETH NAUGHT. , Affiant Arnulto Print Affiant Name:

The foregoing instrument was sworn to, subscribed and acknowledged before me this <u>a</u> day of <u>March</u>, 20<u>/3</u>, by <u>Arnu/Po Ray Carcia</u> \_\_\_\_\_\_ [v] who is personally known to me or [ ] who has produced <u>N/A</u> as identification and who did take an oath.



Kocio Bowers (Print Notary Name) NOTARY PUBLIC

Pour Break

Notary Public

State of Florida at Large My Commission Expires: 4/17/2014

### PROPERTY

PLAYA DEL MAR CONDOMINUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all the appurtenances thereto according to said Declaration.

### SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

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

NAME	ADDRESS					PERCENTAGE OF INTEREST			
<u>Playa Del Mar Association,</u>	Inc	ic c	<b>501</b> (a)(	· · · · ·	Or	INTER	EST		
individuals or entities that hav	re a ben	eficia	<u>l interest</u>	<u>t in its asset</u>	<u>s.</u>				
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