

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

**Meeting Date:**      **March 10, 2015**                       **Consent**                       **Regular**  
     **Ordinance**                       **Public Hearing**

**Department:**              **Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** First Amendment to Lease Agreement (R2009-1281) with FUCMT 2001-C4 Seminole Road, LLC (FUCMT) for the continued use of 4,050 SF in the Grove Market Shopping Center in unincorporated Loxahatchee for Fire Rescue temporary station No. 22 at an annual rental rate of \$78,975 (\$19.50/SF).

**Summary:** Since January 2002, the Fire Rescue Department has operated its temporary Station No. 22 out of office space within the Grove Market Shopping Center (Center) at 5060 Seminole Pratt Whitney Road in unincorporated Loxahatchee. The most recent Lease Agreement dated August 18, 2009, (R2009-1281), was with FWI 20, LLC, and expired September 30, 2014. In July 2012, while Staff was negotiating a rent reduction with FWI 20, the Center fell into foreclosure. When FUCMT became the current Center owner, Staff resumed negotiations. This First Amendment: i) documents FUCMT as the new owner; ii) retroactively extends the term from October 1, 2014, to May 24, 2019; iii) decreases the Annual Rent effective October 1, 2014, from what would have been \$141,748 (\$35.00/SF) to \$78,975 (\$19.50/SF); iv) decreases the annual rent adjustments from 3.5% to 3%; v) requires the payment of Operating Expenses (estimated at \$648/year); vi) updates the insurance and Notice provisions; and vii) incorporates disclosure of beneficial interests, Inspector General and non-discrimination requirements. PREM will continue to have administrative responsibility for this Lease. **(PREM) District 6 (HJF)**

**Background and Policy Issues:** On January 8, 2002, (R2002-0116), the Board approved a Sublease Agreement with Columbia Palms West Hospital Limited Partnership (n/k/a Palms West Hospital Limited Partnership) for Fire Rescue to occupy 4,050 SF of office space within the Center for a temporary fire station. At that time, the Loxahatchee and Acreage areas were projected to grow substantially and Fire Rescue was evaluating options for a permanent station.

Continued on page 3

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

<b>Recommended By:</b>	 Armin Wolf Department Director	2/12/15 Date
<b>Approved By:</b>	 Joe Baker County Administrator	2/24/15 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	<u>\$79,461</u>	<u>\$82,046</u>	<u>\$84,559</u>	<u>\$87,153</u>	<u>\$58,298</u>
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$79,461</u>	<u>\$82,046</u>	<u>\$84,559</u>	<u>\$87,153</u>	<u>\$58,298</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

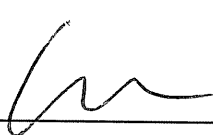
**Is Item Included in Current Budget:** Yes  X No

Budget Account No: Fund 1300 Dept 440 Unit 4232 Object 4410  
Program n/a

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

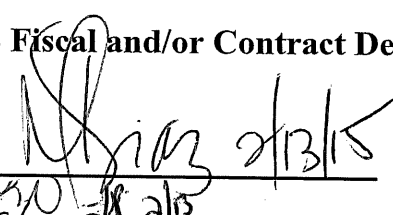
Annual Gross Rent of \$78,975 (\$6,581.25/month) commences retroactively from 10/1/14, with a 3% increase on 10/1/15, and each 10/1 thereafter. Commencing 1/1/15, Operating Expenses are included in the above figures and are estimated at \$648/year (\$54/month) with an estimated ten percent (10%) increase on 1/1/16 and each 1/1 thereafter. Operating Expenses are based on the difference between CY2014 Operating Expenses (\$1.63/SF) and future years' Operating Expenses.

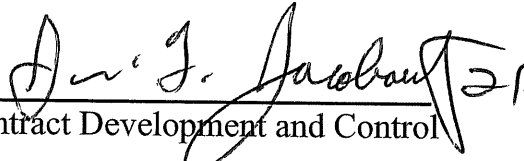
Fixed Assets Number n/a

**C. Departmental Fiscal Review:**  2/12/15

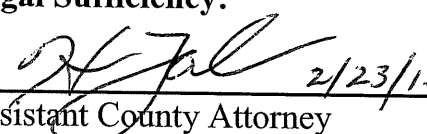
**III. REVIEW COMMENTS**

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

 2/13/15  
OFMB 2/13/15

 2/13/15  
Contract Development and Control

**B. Legal Sufficiency:**

 2/23/15  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

**Background and Policy Issues continued:** At the time that the initial lease was expiring in August 2009, Fire Rescue still had not identified a permanent location (R2009-1281). As a result, the Board approved a Lease Agreement with the then Center owner, FWI 20, LLC for a five (5) year term to September 30, 2014, with two (2) options of one (1) year each.

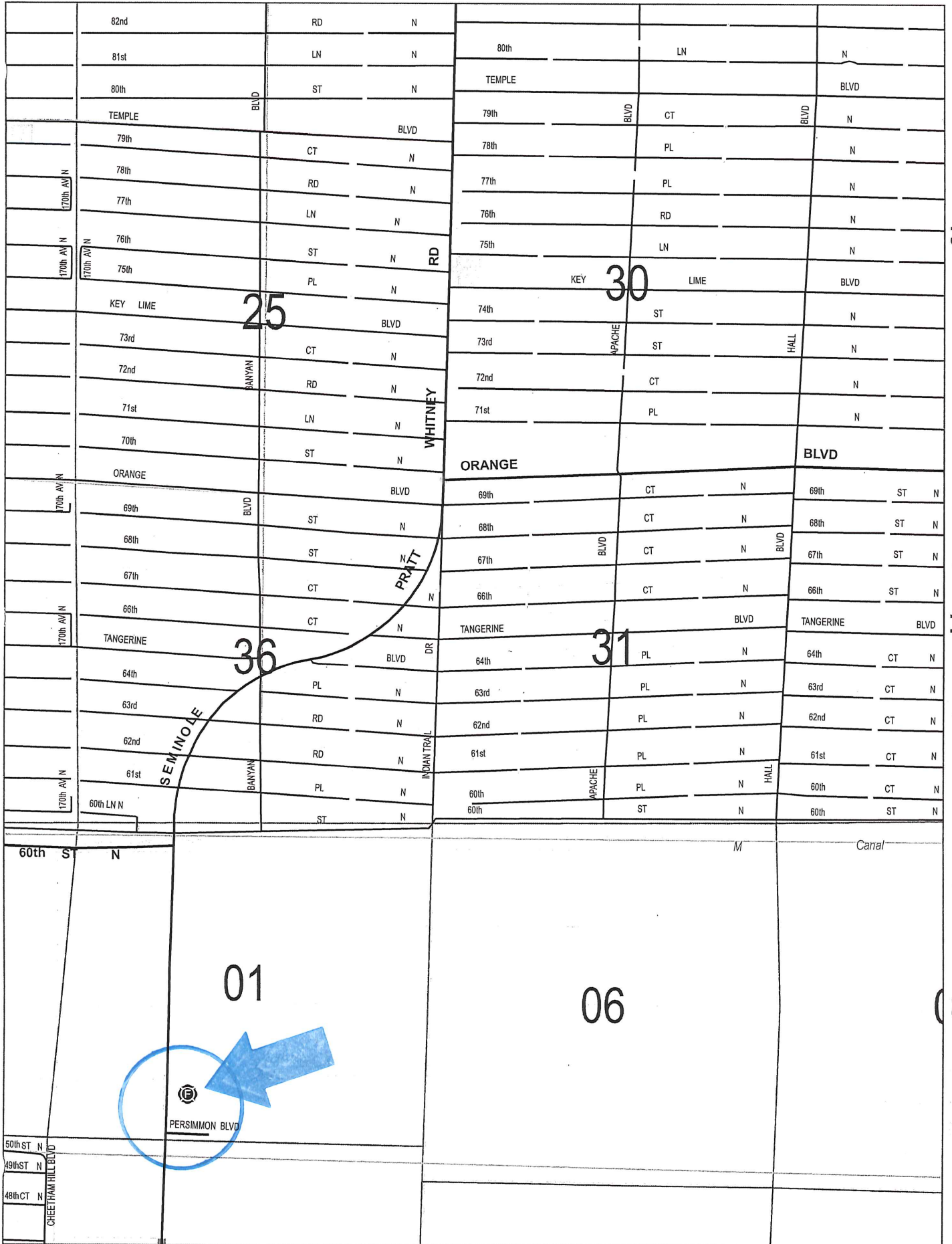
In early 2012, Staff contacted FWI 20, LLC to negotiate the terms of a lease extension but the Center fell into foreclosure in July 2012 before a lease amendment could be finalized. When FUCMT became the current owner of the Center, Staff resumed negotiations. Lengthy negotiations were finally completed but after the September 30, 2014 expiration of the Lease Agreement. This First Amendment retroactively extends the term from October 1, 2014, to May 24, 2019.

The future Minto West development is planned for the area surrounding the Center and Minto is required to convey a civic site north of the Center for construction of a permanent fire station. The May 24, 2019 Lease expiration date allows sufficient time for the acquisition of the civic site and subsequent construction of the permanent fire station. The First Amendment allows the County to cancel the Lease Agreement upon 180 days notice any time after January 1, 2018, provided the permanent fire station is constructed. The First Amendment also decreases the Annual Gross Rent approximately 44% from what would have been \$141,748 (\$35.00/SF) on October 1, 2014, to \$78,975 (\$19.50/SF), and decreases the Annual Rent increases from 3.5% to 3%. In order to mirror leases from other Center tenants, FUCMT requested the County pay Operating Expenses estimated at \$648/year. Standard County provisions regarding insurance, disclosure of beneficial interests, Inspector General and non-discrimination have been inserted, and the Notice provision has been updated for both FUCMT and the County.

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. FUCMT 2001-C4 Seminole Road, LLC, a Florida limited liability company, provided the Disclosure attached hereto as Attachment No. 4. The members of FUCMT 2001-C4 Seminole Road, LLC, holding a 5% or greater beneficial interest are the beneficiaries of the First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2001-C4. These beneficiaries are numerous holders of bonds which trade on the open market. As those bonds are issued by Wells Fargo Bank, N.A., an entity registered with the Securities and Exchange Commission, the holders of the bonds are exempt from the disclosure requirements of Florida Statutes Section 286.23. FUCMT 2001-C4 Seminole Road, LLC has affirmed that its non-discrimination policy is consistent with the County's policy.

R

Q



R

Q

# LOCATION MAP



## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "First Amendment") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between FUCMT 2001-C4 SEMINOLE ROAD, LLC, a Florida limited liability company (the "Landlord"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of Palm Beach County Fire Rescue, (the "County").

**WHEREAS**, FWI 20 LLC, the original landlord, and County entered into that certain Lease Agreement dated August 18, 2009 (R2009-1281) (the "Lease") for the use of the Premises that consists of approximately 4,050 rentable square feet and is known as Space #5084 in the Grove Market Shopping Center (the "Shopping Center"), with an address of 5060 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, as defined in the Lease; and

**WHEREAS**, Landlord is the successor in interest to the original landlord; and

**WHEREAS**, the initial Term of the Lease was for a period of five (5) years commencing on October 1, 2009, and expiring on September 30, 2014, with two (2) successive one (1) year option periods; and

**WHEREAS**, the parties desire to modify the Term, decrease the rent and wish to modify other provisions of the Lease; 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 premises and mutual covenants and conditions contained herein, the parties agree that the Lease is hereby modified as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Capitalized terms not defined or amended herein shall have the same meaning as ascribed to them in the Lease.
2. Section 1.03 of the Lease is modified to retroactively extend the Term for a period commencing on October 1, 2014, (the "Extension Commencement Date"), and expiring on May 24, 2019.
3. Section 1.04 of the Lease is deleted and County's right to extend the term of the Lease as set forth therein is of no further force or effect.
4. Section 1.05 of the Lease is modified to provide the following:

The parties understand that this Lease is for a temporary fire rescue station as the County plans to construct a permanent fire rescue station within the immediate vicinity of the Shopping Center in the near future as development of the area progresses. Accordingly, should the County finish construction of a fire rescue station within a three (3) mile

radius of the Shopping Plaza, then, provided that County is not in default under the Lease nor is there any event that with the giving of notice and/or the passage of time would constitute a default under the Lease, County shall have the right to terminate this Lease any time after January 1, 2018, without penalty, upon 180 days written notice to Landlord, whereupon the parties shall be relieved of all further obligations of the Lease.

5. Section 2.01 of the Lease is modified to provide the following:

Commencing upon the Extension Commencement Date, the Annual Gross Rent shall be Seventy-Eight Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$78,975.00). The Rent shall be payable in equal consecutive monthly installments on the first day of each month, in advance. Commencing on October 1, 2015, and on each October 1<sup>st</sup> thereafter (the "Adjustment Date") during the term of the Lease, the Annual Gross Rent shall be increased by three percent (3%).

6. The Lease is hereby amended to add the following:

Section 2.03 Additional Rent/Operating Expenses.

Commencing on January 1, 2015, and continuing throughout the remainder of the term of the Lease, in addition to Annual Gross Rent, County shall pay Landlord its Proportionate Share, as hereinafter defined, of actual Operating Expenses, as hereinafter defined, for the applicable year in excess of actual Operating Expenses for calendar year 2014 (the "Base Year") (the "Additional Rent"). Base Year Operating Expenses for calendar year 2014 is currently estimated by the Landlord at \$1.63 per sq. ft.

"County's Proportionate Share" shall be a fraction of which the numerator is the rentable square feet contained within the Premises and the denominator is the rentable square feet in the Shopping Center. As of the date of this First Amendment, County's Proportionate Share is 5.39% based on 4,050 sq. ft. leased area and 75,194 sq. ft. Shopping Center.

"Operating Expenses" as used herein shall mean all real and personal property taxes, assessments, sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income or estate taxes), which may now or hereafter be levied or assessed against the land upon which the Shopping Center stands or the Shopping Center for such year. The annual real estate tax amount shall be calculated based on the November, 2014, 4% discounted amount due whether or not Landlord takes advantage of such discount.

During the month of December of each calendar year or as soon thereafter as practicable, Landlord shall provide County with written notice of its estimate of Operating Expenses for the ensuing calendar year in excess of the Base Year. Commencing January 1, 2015, County will begin remitting Operating Expenses to Landlord. Estimated Operating Expenses for calendar year 2015 shall be compared with the Operating Expenses for the Base Year to determine the County's Proportionate Share. Therefore, on or before the

first day of each month during the ensuing calendar year, County will pay to Landlord 1/12th of such estimated amounts; however, if such notice is not given in the month of December, County will continue to pay on the basis of the prior year's estimate until the month after such notice is given, with the exception of calendar year 2015 as County did not remit Operating Expenses to Landlord in calendar year 2014. If at any time it appears to Landlord that the amounts payable for Operating Expenses for the current calendar year will vary from its estimate by more than ten percent (10%), Landlord, by written notice to County, will revise its estimate for such year, and subsequent payments by County will be in an amount so that by the end of such year County will have paid a total sum equal to such revised estimate.

Within one hundred twenty (120) days after the close of each calendar year or as soon thereafter as practicable, Landlord shall provide County a statement for the actual Operating Expenses for the preceding calendar year together with such supporting documentation as may be reasonably requested by County, and there shall be an adjustment between Landlord and County with additional payment or reduction in payment, as the case may be.

If, for any reason other than the default of County, this Lease terminates on a day other than the last day of a calendar year, the amount of Operating Expenses payable by County applicable to the calendar year in which such termination occurs shall be prorated on the basis which the number of days from the commencement of such calendar year to and including such termination date bears to three hundred sixty-five (365).

7. Section 6.01 of the Lease is deleted in its entirety and replaced with the following:

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

8. Section 6.03(b) of the Lease is deleted in its entirety and replaced with the following:

(b) Fire and Extended Coverage Insurance: Insurance covering the Premises, except for Alterations made by or on behalf of County and trade fixtures, furniture, equipment and personal property of the County, in an amount not less than eighty percent (80%) of their actual cash value, providing protection against any peril included within the standard classification of "Fire and Extended Coverage". The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the Premises so insured.

9. Section 6.03(d) of the Lease is deleted in its entirety and replaced with the following:

(d) Additional Insured: Landlord agrees to endorse County as an Additional Insured with a CG206 Additional Insured – Designated Person or Organization endorsement to the

Commercial General Liability, providing County additional insured protection solely in the event of a claim arising solely from Landlord's negligence or willful misconduct. The additional insured shall read: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents.

10. Section 6.03 of the Lease is modified to add the following:

Landlord shall provide a certificate of insurance evidencing limits, coverages and endorsements required herein to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Subsequently, Landlord shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Landlord shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage.

11. Section 15.05 of the Lease is amended so that Notices shall be sent as follows:

(a) If to the Landlord at:

*For Rent and Notices:*  
FUCMT 2001-C4 SEMINOLE ROAD, LLC  
c/o Crossman & Company  
3333 S. Orange Ave., Suite 201  
Orlando, Florida 32806  
Attn: Property Manager  
Telephone: (407) 423-5400  
Fax: (407) 423-4090

*For Notices Only:*  
FUCMT 2001-C4 SEMINOLE ROAD, LLC  
c/o LNR Partners, LLC  
1601 Washington Avenue, Suite 700  
Miami Beach, Florida 33139  
Attn: Director of Real Estate  
Telephone: (305) 695-5500



Fax: (305) 695-5499

(b) If to the County at:

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

*With a Copy to:*

Palm Beach County Attorney's Office  
Attn: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: 561-355-2225  
Fax: 561-355-4398

12. Section 15.06 of the Lease is deleted in its entirety and replaced with the following:

Section 15.06 Disclosure of Beneficial Interest. Landlord represents that simultaneously with Landlord's execution of this First Amendment, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "A", attached hereto 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 Shopping Center 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 Shopping Center after the date of execution of the Disclosure until the date of the First Amendment, Landlord shall immediately, and during the Term of the Lease, provide written notification of such change to the County pursuant to Section 15.05 of the Lease.

13. Section 15.07 of the Lease is deleted in its entirety and replaced with the following:

Section 15.07 Brokers' Commission. Landlord represents and warrants to County that it has not dealt with any real estate salesperson, agent, finder or broker in connection with this First Amendment other than Crossman & Company ("Landlord's Broker"), whose commission shall be paid by Landlord pursuant to a separate written agreement. Landlord agrees to indemnify, defend, save County harmless from and against any claims or demands of Landlord's Broker, and any other broker, agent or finder claiming to have dealt with Landlord. The foregoing indemnification shall include, without limitation, the payment of all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

County represents and warrants to Landlord that it has not dealt with any real estate salesperson, agent, finder, or broker in connection with this First Amendment. The terms of this Section shall survive the termination of the Lease, as amended.

14. Section 15.17 of the Lease is deleted in its entirety and replaced with the following:

**Section 15.17 Non-Discrimination**

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease, as amended.

Pursuant to Palm Beach County Resolution No. R2014-1421, as may be amended, Landlord [ ] has provided its non-discrimination policy which is in conformance with the County's policy; or [ x ] has submitted a signed statement affirming that its non-discrimination policy is in conformance with the policy of the County.

15. The Lease is hereby amended to add the following:

**Section 15.21 Subordination.**

The Lease is and shall always be subject and subordinate to the lien of any mortgages which are now or shall at any future time be placed upon the Shopping Center, the Premises or Landlord's rights hereunder, and to any renewals, extensions, modifications or consolidations of any such mortgage, provided that County's right of possession of the Premises shall not be disturbed by such mortgages so long as County is not in default under the Lease. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, however, County, at Landlord's request, shall execute promptly any appropriate certificate or instrument that Landlord may reasonably request.

16. The Lease is hereby amended to add the following:

**Section 15.22 No Third Party Beneficiary.**

No provision of this Lease, as amended, 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, as amended, including but not limited to any citizens of County or employees of County or Landlord.

17. The Lease is hereby amended to add the following:

**Section 15.23 Office Of The Inspector General.**

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.

18. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

19. Except as modified by this First Amendment, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


*[Signatures Appear on Following Page.]*

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first above written.

**LANDLORD:**


FUCMT 2001-C4 SEMINOLE ROAD,  
LLC, a Florida limited liability company


By: LNR Partners, LLC, a Florida limited  
liability company, its Manager

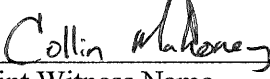
  
\_\_\_\_\_  
Witness Signature

**Yamilia Colmenero**

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

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

By:   
Name: Rodolfo S. Laredo  
Title: Vice President

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

SEAL

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

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

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

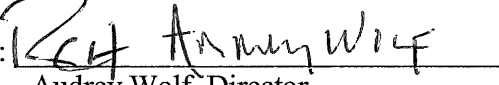
\_\_\_\_\_  
Witness Signature

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

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Audrey Wolf, Director  
Facilities Development & Operations

**Exhibit A**

Disclosure of Beneficial Interests

[To Be Attached]

**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, Rodolfo S. Laredo  
\_\_\_\_\_, hereinafter referred to as "Affiant", who being by me first duly  
sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President of LNR Partners, LLC, a Florida limited liability company, the Manager of FUCMT 2001-C4 Seminole Road, LLC, a Florida limited liability company, (the "Landlord"), which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139

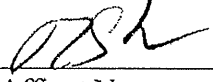
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.

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.

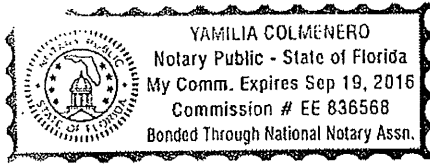
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_, Affiant  
Print Affiant Name: Rodolfo S. Laredo

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19<sup>th</sup>  
day of November, 2014, by Rodolfo S. Laredo

\_\_\_\_\_ [] who is personally known to me or [] who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification and who did take an oath.



*Yamilia Colmenero*  
Notary Public  
Yamilia Colmenero  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**PROPERTY**

TRACT A, OF GROVE MARKET PLAT, A M.U.P.D. AS RECORD IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT (MOBIL)

A PARCEL OF LAND IN "TRACT A" OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID "TRACT A":

THENCE S 01°42'54" W FOR A DISTANCE OF 52.64 FEET TO THE POINT OF BEGINNING;

THENCE RUN S 87°47'40" E FOR A DISTANCE OF 139.77 FEET A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THRU A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE RUN S 02°12'20" W FOR A DISTANCE OF 45.16 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.32 FEET, THRU A CENTRAL ANGLE OF 19°58'23", FOR AN ARC DISTANCE OF 6.73 FEET TO A POINT OF TANGENCY;

THENCE RUN S 22°10'44" WEST FOR A DISTANCE OF 11.61 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4.33 FEET, THRU A CENTRAL ANGLE OF 64°56'08", FOR AN ARC DISTANCE OF 4.91 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 01°42'54" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE EAST;

THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 64.69 FEET; THRU A CENTRAL ANGLE OF 23°17'02", FOR AN ARC DISTANCE OF 26.29 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 88°17'44" E FOR A DISTANCE OF 5.17 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 66°29'52" E FROM SAID POINT;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.98 FEET, THRU A CENTRAL ANGLE OF 04°50'01", FOR AN ARC DISTANCE OF 5.06 FEET TO A POINT OF NON-TANGENCY;

THENCE RUN S 01°42'51" W FOR A DISTANCE OF 8.56 FEET TO A POINT;

THENCE RUN N 87°47'40" W FOR A DISTANCE OF 163.01 FEET TO A POINT;

THENCE RUN N 01°42'54" E FOR A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING. (CONTAINING 30,742 SQUARE FEET)

LESS AND EXCEPT (OUTPARCEL)

A PARCEL OF LAND IN "TRACT A" OF GROVE MARKET PLAT AS RECORDED IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF SAID "TRACT A",

THENCE N 43°17'20" W ALONG THE SOUTHWESTERLY LINE OF SAID TRACT A A DISTANCE OF 113.13 FEET TO THE WEST LINE OF SAID "TRACT A".

THENCE N 01°42'54" E ALONG SAID WEST LINE A DISTANCE OF 116.75 FEET;

THENCE S 88°17'06" E A DISTANCE OF 27.05 FEET;

THENCE S 43°17'20"E A DISTANCE OF 184.95 FEET;

THENCE N 46°42'40" E A DISTANCE OF 18.48 FEET;

THENCE S 43°17'20" E A DISTANCE OF 50.30 FEET;

THENCE S 01°42'54" W A DISTANCE OF 43.47 FEET TO THE SOUTH LINE OF SAID "TRACT A";

THENCE N 88°17'06" W ALONG SAID SOUTH LINE A DISTANCE OF 126.47 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

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

**NAME: U.S. Bank National Association as successor to Wells Fargo Bank, N.A., a national banking association, successor by merger to Wells Fargo Bank, Minnesota, N.A., as trustee for the registered holders of First Union National Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2001-C4**

**ADDRESS: c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139**

**PERCENTAGE OF INTEREST: 100%. (The beneficiaries of the Trust identified above are numerous bond holders that trade on the open market. Those bonds are issued by Wells Fargo Bank, N.A., an entity registered with the Federal Securities Exchange Commission, who is therefore exempt from the provisions of Fla. Stat. §286.23.)**

# ATTACHMENT NO. 3 - BAS (1 PAGE)

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/1/2014

REQUESTED BY: Steven K. Schlamp  
Prop. Specialist, PREM

PHONE: 233-0239  
FAX: 233-0210

PROJECT TITLE: F-R #22 Grove Market Amendment One

PROJECT NO.: 2012-5.004

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	<u>\$79,461</u>	<u>\$82,046</u>	<u>\$84,559</u>	<u>\$87,153</u>	<u>\$58,298</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$79,461</u>	<u>\$82,046</u>	<u>\$84,559</u>	<u>\$87,153</u>	<u>\$58,298</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: 1300

DEPT: 440

UNIT: 4232

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: Fire Rescue

BAS APPROVED BY: [Signature] DATE: 12/9/14

ENCUMBRANCE NUMBER:

**ATTACHMENT NO. 4 - DISCL. OF BENEF. INT. (5 PAGES)**

**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, Rodolfo S. Laredo  
\_\_\_\_\_, hereinafter referred to as "Affiant", who being by me first duly  
sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President of LNR Partners, LLC, a Florida limited liability company, the Manager of FUCMT 2001-C4 Seminole Road, LLC, a Florida limited liability company, (the "Landlord"), which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139


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.

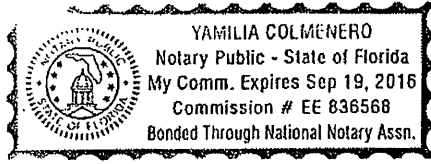
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

  
Print Affiant Name: Rodolfo S. Laredo Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this 19<sup>th</sup>  
day of November, 2014, by Rodolfo S. Laredo

\_\_\_\_\_ [] who is personally known to me or [  ] who has produced \_\_\_\_\_  
\_\_\_\_\_ as identification and who did take an oath.



*Yamilia Colmenero*  
Notary Public  
Yamilia Colmenero  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

TRACT A, OF GROVE MARKET PLAT, A M.U.P.D. AS RECORD IN PLAT BOOK 82, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT (MOBIL)

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COMMENCE AT THE NORTHWEST CORNER OF SAID "TRACT A":

THENCE S 01°42'54" W FOR A DISTANCE OF 52.64 FEET TO THE POINT OF BEGINNING;

THENCE RUN S 87°47'40" E FOR A DISTANCE OF 139.77 FEET A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THRU A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE RUN S 02°12'20" W FOR A DISTANCE OF 45.16 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.32 FEET, THRU A CENTRAL ANGLE OF 19°58'23", FOR AN ARC DISTANCE OF 6.73 FEET TO A POINT OF TANGENCY;

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