

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

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**Meeting Date:** May 7, 2019  **Consent**  **Regular**  
 **Ordinance**  **Public Hearing**

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

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**I. EXECUTIVE BRIEF**

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

A) a First Amendment to Lease Agreement (R2014-0711) with Lutheran Services Florida, Inc. (LSF), a Florida not-for-profit corporation for the continued use of the South Bay Head Start facility located at 990 US Highway 27 North for the period of May 20, 2019 through May 19, 2024 at an annual rental of \$1.00; and

B) a First Amendment to Lease Agreement (R2014-0713) with Lutheran Services Florida, Inc. (LSF), a Florida not-for-profit corporation for the continued use of the West Palm Beach Head Start facility located at 100 Chillingworth Drive for the period of May 20, 2019 through May 19, 2024 at an annual rental of \$1.00.

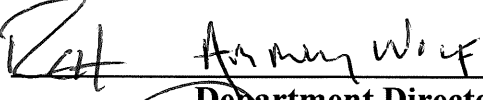
**Summary:** On May 20, 2014, the Board approved Lease Agreements with LSF for the County’s Head Start facilities in South Bay and West Palm Beach to enable LSF to assume responsibility for the provision of Head Start program services. The initial term of the Leases were for five (5) years expiring on May 19, 2019, with two (2) five (5) years extension options. LSF has provided notice of its exercise of its first extension option. These First Amendments will extend the term of each Lease for five (5) years from May 20, 2019, through May 19, 2024. LSF will have one (1) remaining five (5) year extension option. The annual rent for each Lease will remain at \$1.00. The First Amendments also updates various standard County required provisions. The County may terminate the Leases; 1) immediately if LSF’s grant application is not approved or funded on or before June 30 for the upcoming budget period, which runs between October 1 to September 30, and 2) with a 180 days notice prior to the end of the grant year. LSF may terminate the Leases with 90 days notice but will remain obligated to fund 50% of the R/R Projects that have been undertaken by the County in that year. All other terms of the Leases will remain unchanged. PREM will continue to manage these Leases. (PREM) District 6 & 7 (HJF)

**Background and Justification:** On May 20, 2014, the Board approved Lease Agreements with LSF for two County owned Head Start facilities in South Bay (R2014-0711) and West Palm Beach (R2014-0713) each for a period of five (5) years ending on May 19, 2019, with two (2) options to extend, each for a period of five (5) years. These First Amendments extend each Lease term for five (5) years from May 20, 2019 through May 19, 2024; update the early termination, non-discrimination, insurance, notices and Inspector General provisions; and add public entity crimes, headings, condemnation and public records provisions. LSF is a Florida not-for-profit 501 (C)(3) corporation and has provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 6.


**Attachments:**

1. Location Maps (2)
2. First Amendment to Lease Agreement – South Bay
3. First Amendment to Lease Agreement – West Palm Beach
4. Extension Option Request
5. Disclosure of Beneficial Interest

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**Recommended By:**  Department Director 4/19/19  
Date

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**Approved By:**  County Administrator 5-2-19  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	(\$197,313)	(\$283,950)	(\$77,450)	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	(\$2.00)	(\$2.00)	(\$2.00)	(\$2.00)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	(\$197,315)	(\$283,952)	(\$77,452)	(\$2.00)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget:      Yes    X      No    \_\_\_\_\_

Does this item include the use of federal funds?      Yes \_\_\_\_\_ No X

Budget Account No:      Fund    0001      Dept    410      Unit    4240      Rev      6225  
    Fund    3900      Dept    761      Unit    TBD      Rev      6943

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

NO FISCAL IMPACT. The annual rent for each Lease is \$1.00; FY2019 rent has been paid. Under the Leases LSF has full responsibility for all costs of maintenance and repair, custodial services, landscape maintenance and operation of these facilities. In addition, LSF is responsible for 50% of the cost of all repair and replacement projects for these facilities.

Fixed Asset Number N/A

C. Departmental Fiscal Review: Robert Eric Muller

## III. REVIEW COMMENTS

### C. OFMB Fiscal and/or Contract Development Comments:

<p><u>[Signature]</u> 5/1/19          OFMB 440          4/30</p>	<p><u>[Signature]</u> 5/1/19          430          4/22</p>	<p><u>[Signature]</u> 5/1/19          Contract Development and Control          5/1/19 (u)</p>
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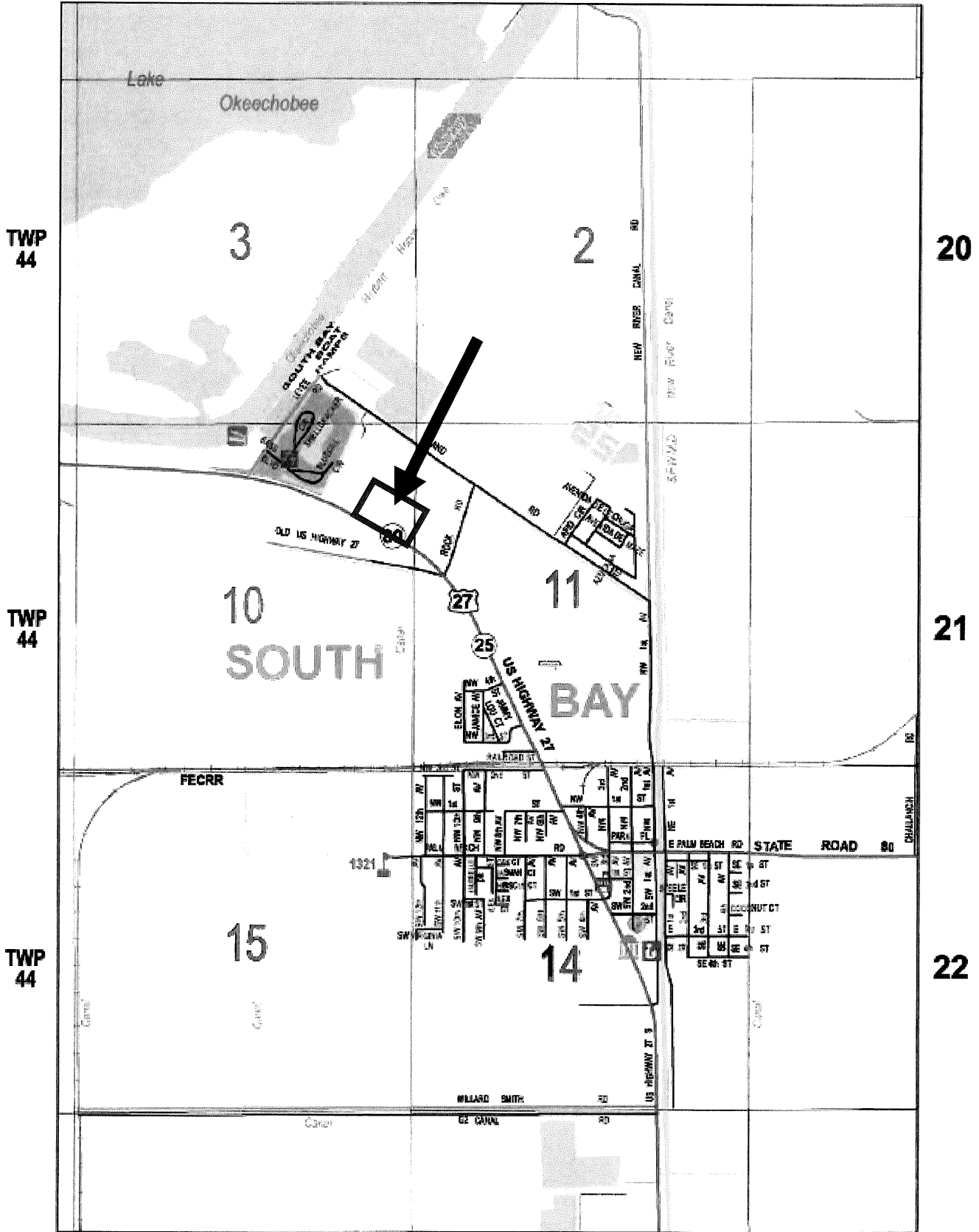
### B. Legal Sufficiency:

[Signature] 5/2/19  
 Assistant County Attorney

### C. Other Department Review:

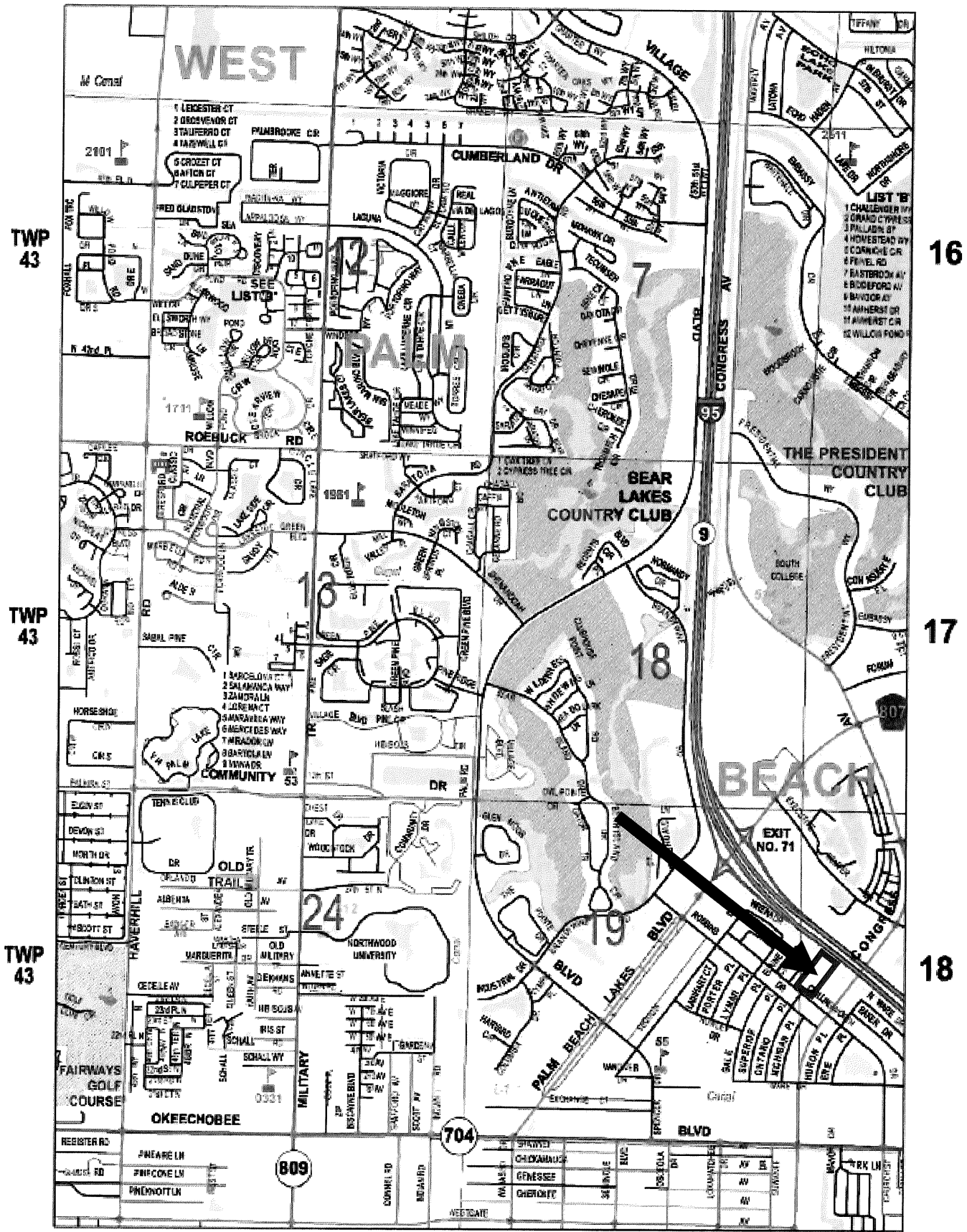
\_\_\_\_\_  
 Department Director

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



LOCATION MAP





LOCATION MAP



Attachment #2  
First Amendment to Lease Agreement – South Bay (2 @ 6 pages each)

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (R2014-0711) made and entered into \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation, hereinafter referred to as "Tenant".

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into that certain Lease Agreement dated May 20, 2014 (R2014-0711) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on May 20, 2014, for a term of five (5) years, with two (2) five (5) year options to extend; and

**WHEREAS**, Tenant has provided County with written notice that Tenant wishes to exercise the first five (5) year renewal option; and

**WHEREAS**, County wishes to amend the Lease to incorporate certain language required by County; and

**WHEREAS**, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

**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 hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement, as amended.
2. The parties agree that the Term of the Lease shall be renewed for five (5) years commencing on May 20, 2019, extending the Term through May 19, 2024. Annual Rent shall remain at \$1.00.
3. Section 6.05 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

**Section 6.05 Non-Discrimination.**

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents

that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

4. Section 14.06 Certificate of Insurance is hereby deleted in its entirety and replaced with the following:

It shall be the responsibility of the Tenant to provide initial evidence of the minimum amounts of insurance coverage to:

Palm Beach County  
c/o JDi Data Corporation  
100 W Cypress Blvd, Suite 1052  
Ft Lauderdale, FL 33309

and

Palm Beach County  
c/o Facilities Development & Operations  
Business & Community Agreements Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411

Within forty-eight (48) hours of the County's request to do so, the Tenant shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the Tenant shall provide this evidence to JDi Data Corporation which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant

shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

5. Article XX Early Termination is hereby deleted in its entirety and replaced with the following:

County shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred eighty (180) days notice prior to the end of the Tenant's then-current Grant Year.

County shall have the right to terminate this Agreement immediately by written notice to Tenant if: (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application on or before June 30 for the upcoming budget period which runs between October 1 to September 30; or (2) upon notice from the Office of Head Start that the Grant Application is not approved.

Tenant shall have the right to terminate this Agreement, for any reason, upon the expiration of at least ninety (90) days prior written notice to County, provided; however, that Tenant shall be responsible for fifty percent (50%) of the costs of completing all R/R Projects on the Approved R/R Project Schedule, including Emergency Capital Repairs performed by County, that have been performed, initiated or undertaken by County up to the date of termination, and provided that Tenant's duties and obligations pursuant to this Lease, including, but not limited to, Tenant's Maintenance and Repair obligations shall continue until the termination of this Lease.

6. Section 22.02 Notices is hereby modified as follows:

(b) If to the Tenant at:

Lutheran Services Florida, Inc.  
3627A West Waters Avenue  
Tampa, Florida 33614

With a copy to:

Laurie Kowalski, Director of Procurement and Contracts  
Lutheran Services Florida-Head Start Program  
3627A West Waters Avenue  
Tampa, Florida 33614



7. Section 22.17 Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

**Section 22.17 Palm Beach County Office of the Inspector General Audit Requirements**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. Section 22.19 Public Entity Crimes is hereby added as follows:

**Section 22.19 Public Entity Crimes**

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

9. Section 22.20 Headings is hereby added as follows:

**Section 22.20 Headings**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

10. Section 22.21 Condemnation is hereby added as follows:

**Section. 22.21 Condemnation**

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or

conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Agreement shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this agreement prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

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

12. Except as set forth herein, the Lease, as amended, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Lease, as amended, hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on the date set forth above.

Signed and delivered in the presence of:

**WITNESSES:**

*Laurie Kowalski*  
Witness Signature

Laurie Kowalski  
Witness Name Printed

*Heidi Greenstade*  
Witness Signature

Heidi Greenstade  
Witness Name Printed

**LUTHERAN SERVICES FLORIDA, INC.,**  
a not-for-profit corporation

By: *Marie Mason* 4/8/2019  
Dr. Marie Mason  
VP of Operations of Head Start

(SEAL)  
(corporation not for profit)

**ATTEST:**

**SHARON R. BOCK**  
**CLERK & COMPTRROLLER**

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

**COUNTY:**

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

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
Chief Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*  
Department Director

**Attachment #3**

**First Amendment to Lease Agreement – West Palm Beach (2 @ 6 pages each)**

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and

Palm Beach County  
c/p Facilities Development & Operations  
Business & Community Agreements Manager  
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Tampa, Florida 33614

With a copy to:

Laurie Kowalski, Director of Procurement and Contracts  
Lutheran Services Florida-Head Start Program  
2210 Tall Pines Dr., Suite 210  
Largo, FL 33771

7. Section 22.17 Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

**Section 22.17 Palm Beach County Office of the Inspector General Audit Requirements**

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**Section. 18.21 Condemnation**

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award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Agreement shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this agreement prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

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12. Except as set forth herein, the Lease, as amended, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Lease, as amended, hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

Signed and delivered in the presence of:

**WITNESSES:**

**LUTHERAN SERVICES FLORIDA, INC.,**  
a not-for-profit corporation

Laurie Abwalski  
Witness Signature

By: Marie Mason 4/8/2019  
Dr. Marie Mason  
VP of Operations of Head Start

Laurie Abwalski  
Witness Name Printed

(SEAL)  
(corporation not for profit)

Heidi Greenslade  
Witness Signature

Heidi Greenslade  
Witness Name Printed

**ATTEST:**

**COUNTY:**

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Chief Assistant County Attorney

By: [Signature]  
Department Director

Attachment #4  
Extension Option Request (1 page)



August 23, 2018

RECEIVED  
AUG 31 2018

Via U.S. Certified Mail;  
Return Receipt Requested

Della M. Lowery  
Property Specialist  
Palm Beach County Board of County Commissioners  
2633 Vista Parkway  
West Palm Beach, FL 33411

Dear Ms. Lowery,

This letter is being sent in anticipation of Lutheran Services Florida's (LSF) Head Start Program Lease Agreements expiring on May 19, 2019. Pursuant to Section 3.05 of the lease agreement for the Jupiter, Riviera Beach and Westgate facilities and Section 3.03 of the South Bay and West Palm Beach facilities agreements, LSF hereby notifies the Palm Beach County Board of County Commissioners of its intent to enter into negotiations for lease renewals.

We look forward to working with the county regarding the renewal process. Please contact me with any questions related to this letter and notice of LSF's intent to negotiate.

Sincerely,

A handwritten signature in black ink, appearing to read "Julian Serrano", is written over a horizontal line.

Dr. Julian Serrano, Director  
Head Start/ Early Head Start Programs

ATTACHMENT #5

Disclosure of Beneficial Interest (7 pages)

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared **Dr. Marie Mason**, 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 Operations for Head Start Services for Lutheran Services Florida, Inc., (Head Start) a Florida not for profit corporation, (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3627 W Waters Ave., Tampa, FL 33614

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

4. 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.

5. 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, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

Marie Mason, Affiant

Print Affiant Name: Marie Mason

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4<sup>th</sup> day of April, 2019, by Marie Mason [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

Johanna Ratliff  
Notary Public  
(Print Notary Name) Notary Public State of Florida  
JoAnne Ratliff  
My Commission FF 953856  
Expires 02/27/2020  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY**

**990 US Highway 27, North, Palm Beach County**

**LEGAL DESCRIPTION**

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4983, PAGE 1264, PALM BEACH COUNTY PUBLIC RECORDS, LYING IN SECTIONS 10 AND 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE LAKE OKEECHOBEE MEANDER LINE AND EAST LINE OF THE WEST HALF OF THE WEST HALF OF STATE LOT 3, SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST; THENCE NORTH  $48^{\circ}48'09''$  WEST ALONG SAID LAKE OKEECHOBEE MEANDER LINE A DISTANCE OF 690.93 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 25 AND 80 (U.S. #27) AS SHOWN ON RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 OF 10, DATED APRIL, 1963, NO REVISIONS AND ACCORDING TO OFFICIAL RECORDS BOOK 902, PAGE 235, PALM BEACH COUNTY PUBLIC RECORDS; THENCE NORTH  $25^{\circ}21'52''$  WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE 212.48 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2945.93 FEET AND A CENTRAL ANGLE OF  $30^{\circ}16'24''$ ; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE AN ARC DISTANCE OF 1556.54 FEET TO A POINT ON A RADIAL LINE (BEING THE WESTERLY LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 2521, PAGE 298 AND OFFICIAL RECORD BOOK 2580, PAGE 542, PALM BEACH COUNTY PUBLIC RECORDS) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE THROUGH A CENTRAL ANGLE OF  $7^{\circ}41'36''$  FOR AN ARC DISTANCE OF 395.56 FEET TO A POINT OF TANGENCY; THENCE NORTH  $63^{\circ}19'52''$  WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 318.49 FEET; THENCE NORTH  $26^{\circ}40'08''$  EAST DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 350.00 FEET; THENCE SOUTH  $63^{\circ}19'52''$  EAST PARALLEL TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 318.49 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND CONCENTRIC TO SAID RIGHT-OF-WAY LINE, HAVING A RADIUS OF 3295.93 FEET AND A CENTRAL ANGLE OF  $7^{\circ}41'36''$ ; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 442.56 FEET TO A POINT ON A RADIAL LINE AND BEING THE NORTHERLY MOST CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 2580, PAGE 542, PALM BEACH COUNTY PUBLIC RECORDS; THENCE SOUTH  $34^{\circ}21'44''$  WEST ALONG SAID RADIAL LINE AND THE NORTHWESTERLY LINE OF SAID PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 2580, PAGE 542

**EXHIBIT "A"**

**PROPERTY**

**990 US Highway 27, North, Palm Beach County**

AND OFFICIAL RECORD BOOK 2521, PAGE 298 PALM BEACH COUNTY PUBLIC RECORDS A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 258,143 SQUARE FEET OR 5.9261 ACRES MORE OR LESS.

TOGETHER WITH

**STRIP DESCRIPTION FOR INGRESS/EGRESS EASEMENT**

A STRIP OF LAND 60 FEET IN WIDTH FOR INGRESS/EGRESS EASEMENT PURPOSES LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 4983, PAGE 1264, PALM BEACH COUNTY PUBLIC RECORDS, LYING IN SECTIONS 10 AND 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE LAKE OKEECHOBEE MEANDER LINE WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF STATE LOT 3, SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST; THENCE NORTH 48°48'09" WEST ALONG SAID LAKE OKEECHOBEE MEANDER LINE A DISTANCE OF 690.93 FEET TO A POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 25 AND 80 (U.S. #27) AS SHOWN ON RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 AND 10, DATED APRIL, 1963, NO REVISIONS AND ACCORDING TO OFFICIAL RECORD BOOK 902, PAGE 235, PALM BEACH COUNTY PUBLIC RECORDS; THENCE NORTH 25°21'52" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE 212.48 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2945.93 FEET AND A CENTRAL ANGLE OF 37°58'00"; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND CURVE AN ARC DISTANCE OF 1952.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°19'52" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 348.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26°40'08" EAST DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG SAID CENTERLINE A DISTANCE OF 350.00 FEET TO THE POINT OF TERMINATION.

EASEMENT CONTAINS 21,000 SQUARE FEET OR 0.4821 ACRES.

PCN: 58-36-44-10-00-000-1100



**EXHIBIT "A"**

**PROPERTY**

**990 US Highway 27, North, Palm Beach County**



**PCN: 58-36-44-10-00-000-1100**



**EXHIBIT "A"**

**PROPERTY**

**100 N Chillingworth Drive  
West Palm Beach, FL**

**LEGAL DESCRIPTION**

Lot 39 of Replat of Tract "X", Palm Beach South, according to the plat thereof, recorded in Plat Book 45, at Page 117, of the Public Records of Palm Beach County, Florida.

PCN: 74-43-43-19-15-000-0390

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**EXHIBIT "A"**

**PROPERTY**

**100 N Chillingworth Drive  
West Palm Beach, FL**



**PCN: 74-43-43-19-15-000-0390**



**EXHIBIT "B"**

**SCHEDULE TO BENEFICIAL  
INTERESTS IN PROPERTY**

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

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>
<b><u>None. Lutheran Services Florida, Inc. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.</u></b>		