



**Facilities Development &  
Operations Department**

**Property & Real Estate  
Management Division**

3200 Belvedere Road

Building 1169

West Palm Beach, FL 33406-1544

(561) 233-0200

FAX: (561) 233-0210

[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)



**Palm Beach County  
Board of County  
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

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Mary McCarty

Burt Aaronson

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

September 15, 2006

Mr. Barry Present, Director of Real Estate Services  
The School Board of Palm Beach County  
3300 Forest Hill Boulevard, Suite C-214  
West Palm Beach, Florida 33406-5813

**RE: Extension of Lease Agreement between Palm Beach  
County, (Landlord) and The School Board of Palm Beach  
County (Tenant) dated December 17, 2002 (R2002-2261)**

Dear Mr. Present:

We are in receipt of your September 1, 2006 letter addressed to Ross C. Hering, Director of Property and Real Estate Management Division, requesting a six month extension of the Lease referenced above.

County Staff will recommend approval for the extension to the Board of County Commissioners at its November 21, 2006 meeting. I have attached a County Attorney Office approved draft of the Amendment for your review and approval.

In an effort to present the item to the Board of County Commissioners prior to the expiration date, December 16, 2006, of the current term, it will be necessary for you to provide this office with two (2) original signed Amendments no later than October 20, 2006.

Please return the signed Amendments to me at the address listed. If the Amendment is signed by other than your Board Chair and Superintendent, a statement of signature authority should be supplied.



B. Present, The School Board of Palm Beach County  
September 15, 2006  
Page Two

Should you or your staff have any questions, you may contact me, at (561) 233-0214, or via fax at (561) 233-0210.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bogatin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Richard C. Bogatin, Manager, Property Management  
Property & Real Estate Management

Attachment

RCB/ps

cc: Ross C. Hering, Director, PREM  
Samara J. Cooper, Assistant Director, PREM  
Ted Simmons, Property Specialist, PREM



## PALM BEACH COUNTY: E-AGENDA



January 18, 2006

**APPROVED**

### New Business Real Estate Services

#### Title: RE1 Lease Agreement between Palm Beach County and the School Board of Palm Beach County

#### Recommendation:

I recommend the School Board exercise the option to extend the Lease Agreement between Palm Beach County and the School Board of Palm Beach County for the temporary use of 4.5+ acres of the Stockade Expansion Parcel by Maintenance and Plant Operations, and authorizing the Chairman and Superintendent to sign all other necessary documents.

- The initial term of the Three (3) Year Lease Agreement expires on February 9, 2006, (See Exhibit "A").
- The School District has one option to renew this Lease for one (1) additional year.
- The School District is in the process of locating a permanent location for the grounds Maintenance and Operations Program and will vacate the leased Fairground location by December 16, 2006 per the attached renewal confirmation. (See Exhibit "B")
- The Annual Rent Payable to Palm Beach County Board of county Commissioners will be \$43,411.80.
- The County will require use of this property for the expansion of the Stockade.

BOARD GOAL(S): 6 KEY RESULT(S): 10

LEGAL SIGN-OFF Yes ☒ BRL N/A ☐

CONTACT: Joseph M. Moore ([moorej@Mail.palmbeach.k12.fl.us](mailto:moorej@Mail.palmbeach.k12.fl.us))

Joseph M. Sanches

FINANCIAL IMPACT	The financial impact to the School District will be \$43,411.80. The source of funds is from the Modular/Portable Replacement Budget.
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CONSENT AGENDA ITEM



**APPROVED**Board Meeting Date: December 11, 2002Agenda Item #: 12C-2  
**REVISED**

***SCHOOL DISTRICT OF PALM BEACH COUNTY***  
***BOARD AGENDA ITEM SUMMARY***  
***DEPARTMENT OF REAL ESTATE SERVICES***

**I recommend the School Board approve the Lease Agreement between Palm Beach County and the School Board of Palm Beach County for the temporary use of 4.5 ± acres of the Stockade Expansion Parcel by Maintenance and Plant Operations; and authorizing the Chairman and Superintendent to sign all necessary documents.**

- The Lease shall commence on February 10, 2003 and shall extend for a period of three (3) years.
- The School District shall have one option to renew this Lease for one (1) additional year.
- The Annual Rent payable to Palm Beach County Board of County Commissioners will be ~~\$43,811.80~~ **\$43,411.80**.
- The portable move and setup cost estimate is \$500,000.
- The School District shall be responsible for any and all improvements, repairs, utilities, and/or alterations required for the Maintenance and Plant Operation facility.

BOARD GOAL(S): 6 KEY RESULT(S): 10LEGAL SIGN-OFF Yes ☒ SBCONTACT: William F. Malone (William.Malone)/Joseph M. Sanches**FINANCIAL IMPACT**

The financial impact to the School District for the three (3) years will be \$635,000. The source of funds is from the Modular/Portable Replacement Budget.

**CONSENT AGENDA ITEM**

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SCHOOL BOARD OF PALM BEACH COUNTY**

**THIS FIRST AMENDMENT** is made and entered into \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida ("County") and The School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida ("Tenant").

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into a three-year Lease dated December 17, 2002 (Resolution No. R2002-2261) (the "Lease"), wherein Tenant leased from County approximately 4.53 acres of the property described in Exhibit "A" attached hereto and made a part hereof, said lease parcel being depicted in Exhibit "B" attached hereto and made a part hereof; and

**WHEREAS**, Tenant exercised its one-year option to extend the lease until December 16, 2006; and

**WHEREAS**, the Lease provides for the term of the lease to be extended with the mutual consent of the parties; and

**WHEREAS**, County and Tenant have agreed to extend the term of the Lease for a period of six months.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is 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 Lease.
2. Article I, Section 1.02, of the Lease, is deleted in its entirety and replaced with the following:

This Lease shall commence on December 17, 2006 (the "Commencement Date"), and shall terminate on June 16, 2007. The term of this Lease may be modified or extended with the mutual consent of the parties.

3. Article I, Section 1.03 of the Lease, is deleted in its entirety.
4. Article II, Section 2.01 of the Lease, as amended, is deleted in its entirety and replaced with the following:

Tenant shall pay County rent for the term of the Lease in the amount of Twenty One Thousand Seven Hundred Five and 90/100 Dollars (\$21,705.90) (the "Rent"), payable without notice within 30 days of the Effective Date. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, P.O. Box 4036, West Palm Beach, Florida, 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes,

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

Signed in the presence of:

**TENANT:**  
**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida

By: \_\_\_\_\_  
Thomas E. Lynch, Chairman

**ATTEST:**

Approved as to Form:

By: \_\_\_\_\_  
Arthur C. Johnson, PhD., Superintendent

 9/21/06  
School Board Attorney

Date: \_\_\_\_\_

**ATTEST:**

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

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

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

By: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

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

EXHIBIT "B" To Lease

The Premises

