Item # 5

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Wilshire Plaza, Phase II Lease

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Jamie Croteau **CONTACT:** Angi Thompson **EXT.** 5250

Agenda Date 05/10/05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION: Authorization and approval for Chairman to execute the Wilshire Plaza, Phase II Lease for the Clerk of the Court and the Tax Collector located at 336 Wilshire Boulevard, Casselberry, FL 32707.

BACKGROUND:

The current lease for this location was executed on June 30, 1999. On the same date, the Board of County Commissioners amended the agreement to add an additional 1300 square feet to the lease premises. The term of the lease was from October 1, 1999 through September 30, 2001. The lease was renewed on June 27, 2003, extending the term through September 30, 2005. There are no further renewal options for this agreement.

The new lease agreement offers a two (2) year term with two (2) successive renewal options of two (2) years each. The initial lease rate is $11.34 per square foot, which is a three percent (3%) increase over the current lease rate. The lease increases annually by 3%. Funds have been budgeted for the new lease rates.

All occupying constitutional officers concur with remaining at this location for at least two (2) years.

District 4, Commissioner Henley

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:

File No. CASSS01

WILSHIRE PLAZA, PHASE II LEASE

THIS LEASE is made and entered into this ____ day of _____, 20_____, by and between **CRYSTAL BAY CLUB, LTD**, whose address is 336 Wilshire Boulevard, Casselberry, Florida 32707, hereinafter referred to as LESSOR, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of a certain building known as Wilshire Plaza, Phase II, located at 336 Wilshire Boulevard, Casselberry, Florida 32707; and

WHEREAS, the LESSEE is desirous of leasing space at 336 Wilshire Boulevard, Casselberry, Florida 32707, for use as offices for the Tax Collector and the Clerk of the Court for Seminole County,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of SEVEN THOUSAND ONE HUNDRED FIFTY-ONE (7,151) square feet at the building located at 336 Wilshire Boulevard, Casselberry, Florida 32707. The leased premises shall consist of that space more particularly described in Exhibit "A" attached herein.

2. TERM. The term of this Lease shall commence October 1, 2005, notwithstanding the date of signature by the parties and shall run for a term of two (2) years, unless sooner terminated as

hereinafter provided. Provided LESSEE is not in default, regardless of whether LESSOR has so notified LESSEE, this Lease may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each by LESSEE providing notice to LESSOR not less than ninety (90) days prior to expiration of the then current term.

3. RENTAL.

(a) The LESSEE shall pay rent to the LESSOR for said premises described in Section 1 hereof at an initial annual rate of ELEVEN AND 34/100 DOLLARS ($11.34) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments of SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN 87/100 DOLLARS ($6,757.87) per month.

(b) The rent shall be increased annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. The rent schedule shall be as follows:

(1) Initial Term:

(A) October 1, 2005-September 30, 2006: SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 87/100 DOLLARS ($6,757.87) per month = ELEVEN AND 34/100 DOLLARS ($11.34) per square foot.

(B) October 1, 2006-September 30, 2007: SIX THOUSAND NINE HUNDRED SIXTY AND 61/100 DOLLARS ($6,960.61) per month = ELEVEN AND 68/100 DOLLARS ($11.68) per square foot.

(2) Renewal Option 1:

(A) October 1, 2007-September 30, 2008: SEVEN THOUSAND ONE HUNDRED SIXTY-NINE AND 43/100 DOLLARS ($7,169.43) per month = TWELVE AND 03/100 DOLLARS ($12.03) per square foot.

(B) October 1, 2008-September 30, 2009: SEVEN THOUSAND THREE HUNDRED EIGHTY-FOUR AND 51/100 DOLLARS ($7,384.51) per month = TWELVE AND 39/100 DOLLARS ($12.39) per square foot.

(3) Renewal Option 2:

(A) October 1, 2009-September 30, 2010: SEVEN THOUSAND SIX HUNDRED SIX AND 05/100 DOLLARS ($7.606.05) per month = TWELVE AND 76/100 DOLLARS ($12.76) per square foot.

(B) October 1, 2010 - September 30, 2011: SEVEN THOUSAND EIGHT HUNDRED THIRTY-FOUR AND 23/100 DOLLARS ($7,834.23) per month = THIRTEEN AND 15/100 DOLLARS ($13.15) per square foot.

4. CONDITION OF PREMISES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY LESSOR HEREIN AS TO THE CONDITION OF THE PREMISES. LESSEE accepts the Premises in its existing condition, and acknowledges that it has inspected the Premises to its satisfaction. LESSEE agrees and acknowledges that LESSOR did not construct the Premises and acquired title to the Premises only after the completion thereof.

5. USE. LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute, regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable state or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building.

LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

6. MAINTENANCE. LESSEE, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to wall and floor surfaces, electrical, plumbing, heating, air conditioning and ventilation equipment and fixtures, doors, windows, plate glass, and drains. LESSOR shall be responsible for maintaining the roof and exterior of the Premises, except those repairs caused by LESSEE's negligence or misuse of the Premises and excluding all plate glass, the LESSOR shall be responsible for management and maintenance of the common areas of the Premises. See Exhibit "A".

7. UTILITIES. LESSEE shall promptly pay the cost of all utilities and janitorial services provided to the Premises, including without limitation the cost of water, sewer, electric, gas, telephone and garbage collection. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of any utility services to the Premises for any reason whatsoever. No interruption, termination or cessation of utility services shall relieve LESSEE of any of its duties and obligations under this Lease, including, without limitation, its obligation to pay all rents when due.

8. SIGNS. LESSEE shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the

exterior of the premises without the prior written consent of LESSOR as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LESSOR may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion that said advertising media and/or proposed sign is not in keeping with LESSOR's advertising scheme for the property. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense or damage caused in removal of sign at the end of the term or earlier termination of this Lease.

9. WAIVER OF SUBROGATION. LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

10. ASSIGNMENT OR SUBLETTING.

A. LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR, in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

B. LESSOR may assign this Lease to any successor LESSOR, and LESSEE hereby consents to any such assignment. LESSOR shall have no obligation hereunder as to any claim arising after the transfer of its interest in the Premises.

11. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may hereafter be placed on the property by LESSOR. LESSEE agrees that within ten (10) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of

first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

12. CONDEMNATION OR EMINENT DOMAIN. If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

13. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenatable. If that portion of the Premises (a) by reason of such occurrence are rendered wholly untenantable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees,

or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than forty-five (45) days to repair, LESSEE may terminate this Lease by notice of termination served within thirty (30) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

14. SURRENDER OF PREMISES. LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be removed by LESSEE, as provided below) equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items following LESSOR's request to do so, LESSOR may remove them for the account of LESSEE,

and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and shall be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

15. DEFAULT. The following shall be Events of Default hereunder:

(a) A default in the payment, when due, of any rent;

(b) A default in the performance of any of LESSEE's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the LESSEE shall have received written notice from the LESSOR of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to LESSOR. Pursuit of any of these foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

16. INSPECTION. LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

17. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

18. NONWAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

19. APPLICABLE LAW AND SEVERABILITY. This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS

PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

21. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consented to by LESSOR.

22. NOTICES. Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and sent postage prepaid, certified mail, return receipt requested, addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

23. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

24. FURTHER ASSURANCES. The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

25. RADON GAS DISCLOSURE. Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
>
> The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

26. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

27. REMODELING IMPROVEMENTS AND ALTERATIONS. After occupancy of the premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the premises without the prior written consent of LESSOR.

28. INSURANCE. The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the premises.

29. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to persons or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

30. ATTORNEY'S FEES. In the event the parties have conflict over the terms of this Agreement which result in litigation, the prevailing party shall be entitled to recover all costs thereof including reasonable attorney's fees (appellate included).

31. PARKING. LESSOR guarantees to LESSEE for the term and any renewal or extension of this Lease to provide and set aside twenty-five (25) reserved employee parking spaces for the LESSEE's employees or agents and two (2) reserved parking spaces for LESSEE's clients.

The parking area shall be properly operated and maintained and all entrances, exits, driveways and walkways kept in first class condition and state of repair, such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking area), striping, traffic control and removal of rubbish and debris. In the event the reserved employee parking spaces fall below that required by LESSEE, then the LESSEE's employees or agents may park in other than designated employee parking areas within Wilshire Plaza.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

CRYSTAL BAY CLUB, LTD.

_____
Witness

By: _____
CARL D. BAUER, CPM, Corporate Asset Manager

_____
Witness

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

_____
County Attorney
AC/lpk
3/1/05 4/14/05
Wilshire plaza lease

Attachment:
Exhibit "A"-Description of Leased Premises

PS20

EXHIBIT "A"

WILSHIRE PLAZA

LEGAL DESCRIPTION

LEGAL DESCRIPTION - PER O.R.B. 1659. PG. 1188

A portion of Lot 2, WILSHIRE PLAZA, according to the plat thereof, as recorded In Plat Book 32, Page 80 of the Public Records of Seminole County, Florida, more Particularly described as follows:
From the Northeast corner of INDIAN HILLS UNIT FOUR, as recorded in Plat Book 15, Page 19, of the Public Records of Seminole County, Florida, run West along the North Line of said INDIAN HILLS UNIT FOUR, a distance of 243.09 feet to a point on the East Line of Section 20, Township 21 south, Range 30 East; thence run N 00&11'46" W, along
Said East section line, 300.00 feet; thence run N 86&45'20" W, 195.42 feet for a POINT OF BEGINNING; thence run N 47&12'42" W 600.00 feet; thence run N 42&47'18" E 255.00 feet; thence run S 47&12'42z' E 80.00 feet; thence run S 21&51'56" E 105.12 feet; thence run S 47&12'42" E 215.00 feet; thence run N 42&47'18" E 130. Feet; thence run
S 47&12'42" E 210.00 feet; thence run S 42&47'18" W 340.00 feet to the POINT OF BEGINNING.

Copy of Site Plan is attached as Exhibit A-1 and the location is cross-hatched. (Note - If unit is classified as a mini-suite location - then a mini-suite site plan is attached as Exhibit A-2, and individual units are likewise cross-hatched.

WILSHIRE PLAZA PHASE II

WILSHIRE BOULEVARD

SECTION	TOWNSHIP	RANGE
21	21	30

TRAFFIC ZONE 120

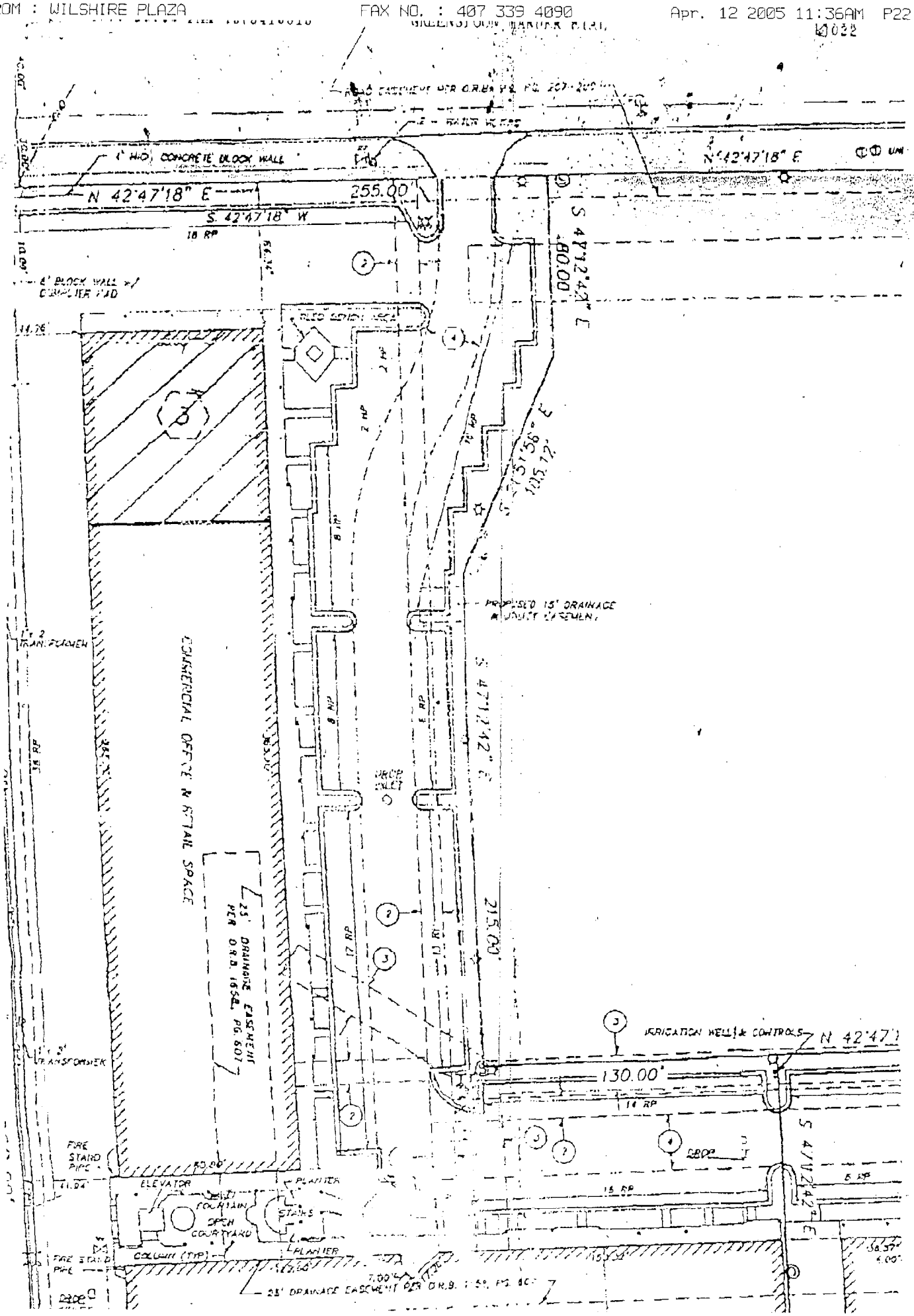
384
380
376
372
368
364
360 ⟹ MINI-SUITES
356
352
348

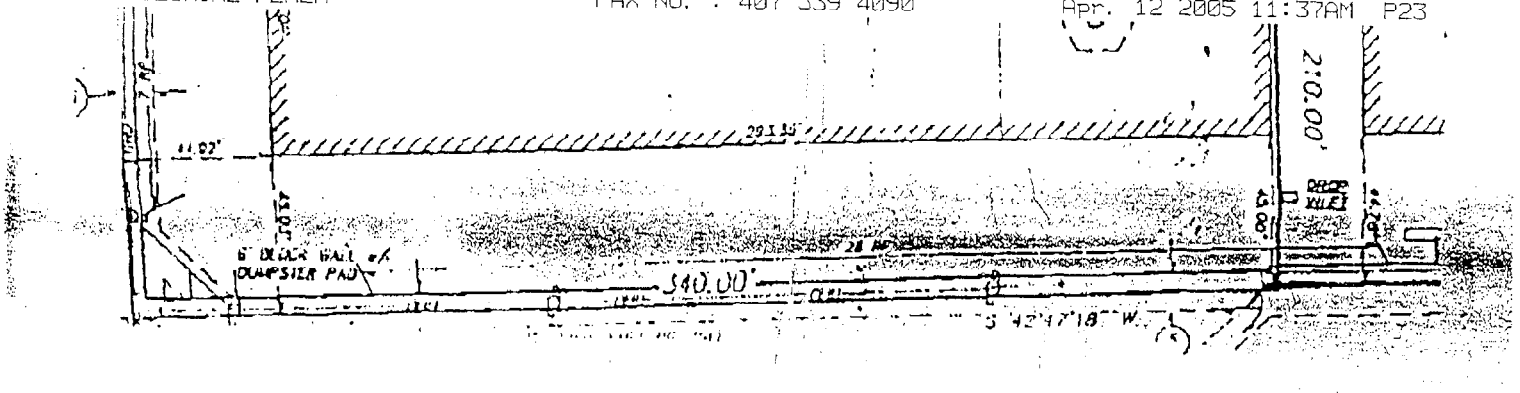
336
332
328
324
320 316 312
COURTYARD

Mini-Suites
Mini-Suites
Mini-Suites

270 266 262 260 258 254 250 246 242 238 234 230 226 222 218

EXHIBIT A-1


N 42°47'18" E
255.00'
S 42°47'18" W
S 47°12'42" E
80.00'
215.00'
130.00'
COMMERCIAL OFFICE & RETAIL SPACE
IRRIGATION WELL & CONTROLS
ELEVATOR
FOUNTAIN
STAIRS
COURTYARD
PLANTER
COLUMN (TYP)
FIRE STAND PIPE
DROP INLET


2:0.00'
DROP INLET
6' BLOCK WALL w/
DUMPSTER PAD
340.00'
S 42°47'18" W