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Prepared by/Return to:

Palm Beach County  
Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

CFN 20150023380  
OR BK 27289 PG 1256  
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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1256 - 1278; (23pgs)

R20150058

**AMENDED AND RESTATED  
PARKING AGREEMENT**

THIS AMENDED AND RESTATED PARKING AGREEMENT ("Agreement") is made and executed JAN 13 2015 by and among JUPITER STADIUM, LTD., a Florida limited partnership ("JSL"); ARIES LAND ACQUISITION, LLC, an Alabama limited liability company ("Aries"); and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County").

**WITNESSETH:**

**WHEREAS**, the County and JSL have developed a baseball spring training facility (the "Facility") on the property described as Tract SF1 of Abacoa Plat No. 1, as recorded in Plat Book 78, Page 145, Public Records of Palm Beach County, Florida (the "Property"); and,

**WHEREAS**, Abacoa, JSL and the County entered into a Declaration of Easements for Off-Site Parking to provide off-site parking to serve the Facility, which Declaration is recorded in Official Record Book 9590, Page 1299 of the Public Records of Palm Beach County, Florida, as amended by the First Amendment to Declaration of Easements for Off-Site Parking dated January 13, 1998, recorded in Official Record Book 10200, Page 1296 of the Public Records of Palm Beach County, Florida, as further amended by the Second Amendment to Declaration of Easements for Off-Site Parking dated February 3, 1998, recorded in Official Record Book 10263, Page 1726 of the Public Records of Palm Beach County, Florida, as further amended by the Third Amendment to Declaration of Easements for Off-Site Parking dated November 16, 1999, recorded in Official Record Book 11486, Page 859 of the Public Records of Palm Beach County, Florida, as further amended by the Fourth Amendment to Declaration of Easements for Off-Site Parking dated November 21, 2006, as recorded in Official Record Book 21226, Page 271 of the Public Records of Palm Beach County, Florida, and the parties have concurrent herewith agreed to a Fifth Amendment to the Declaration of Easements for Off-Site Parking (hereafter collectively referred to as the "Declaration") to provide a new off-site parking plan to serve the Facility on the terms and conditions herein set forth; and,

**WHEREAS**, JSL, North County Land Holdings, Inc. ("Holdings"), the County and Abacoa Development Corporation, a Delaware company authorized to do business in the State of Florida ("Abacoa"), entered into that certain Parking Agreement dated February 3, 1998, recorded in Official Record Book 10263, Page 1741 (the "Initial Parking Agreement"), as amended by the First Amendment to Parking Agreement dated November 16, 1999, recorded in Official Record Book 11486, Page 868 (the "First Amendment to Parking Agreement"), both of the Public Records of Palm Beach County, Florida, and Aries has since succeeded to the interest of Abacoa pursuant to that certain Assignment and Assumption of Declaration of Easements for Off-Site Parking and Parking Agreement dated November 2, 1999 and recorded in Official Record Book 12215, Page 109 of the Public Records of Palm Beach County, Florida as well as to the interest of Holdings pursuant to an Assignment of Property Rights from Meditrust Mortgage Investments, Inc., a Delaware corporation, dated March 27, 2002 and recorded in Official Record Book 13784, Page 444 of the Public Records of Palm Beach County, Florida; and,

**WHEREAS**, pursuant to the FAU Agreement (as defined below), Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida ("FAU"), has made available five hundred (500) parking spaces in a designated location at the FAU John D. MacArthur Campus in the Abacoa development (the "FAU Spaces"); and,

**WHEREAS**, JSL, Aries and the County entered into that certain Second Amendment to Parking Agreement dated November 21, 2006, recorded in Official Record Book 21226, Page 278 of the Public Records of Palm Beach County, Florida (together with the Initial Parking Agreement and the First Amendment to Parking Agreement, collectively, the "Parking Agreement"); and,

**WHEREAS**, JSL, Aries and the County wish to amend the Parking Agreement to conform to the distribution of Available Facility Spaces as represented by Aries to secure a Site Plan Approval for Phase IV of the Town Center from the Town of Jupiter Town Council on March 5, 2013, and to restate the Agreement in full, all as more specifically set forth herein; and,

**WHEREAS**, JSL, Aries and the County wish to set forth terms by which Aries will allow JSL use of Aries' interim grass lots for parking purposes during the baseball season and prior to the development of such lots; and,

**WHEREAS**, this Amended and Restated Parking Agreement will supersede and replace the aforementioned Parking Agreement as well as the First and Second Amendment thereto.

**NOW THEREFORE**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Terms not specifically defined herein shall have the meaning ascribed to them in the Declaration.
3. To the extent that there are any conflicts between the terms of this Agreement and any prior Agreement or Amendment, the terms of this Agreement shall prevail. All references to "Paragraphs" shall mean the corresponding numbered paragraphs and lettered subparagraphs in this Agreement.
4. The Town of Jupiter has most recently approved an Abacoa Town Center Subdistrict master plan for the Town Center Land (the "Town Center Subdistrict Master Plan"), a copy of which is attached hereto as Exhibit A.
5. The following conditions shall be applied in determining the total parking requirements for the build out of the Town Center Land and the Stadium:
  - a. The off-site parking demand generated by patrons and staff of the Facility is projected to be 2,020 spaces (the "Facility Parking Requirement"), calculated in accordance with the methodology shown on Exhibit 1 attached hereto, including an average auto occupancy ratio of 3.0 passengers, which ratio is supported by additional statistical traffic information provided to JSL, the Town of Jupiter and County.
  - b. The parking demand to be generated by the uses proposed for the build out of the Town Center Lands (the "Town Center Parking Requirement") shall be calculated based upon, among other factors, the uses and intensities projected in each proposed site plan for the Town Center Land, the Town of Jupiter's now existing parking code, parking rates from comparable developments and the Urban Land Institute, Shared Parking formula, in accordance with the methodology shown on Exhibit 2 attached hereto.
  - c. The total parking requirement for parking spaces within the Town Center Land based on the aggregation of the Town Center Parking Requirement and the Facility Parking Requirement is hereafter referred to as the "Total Parking Requirement". The Total Parking Requirement will take into account the FAU Spaces. Accordingly, the portion of the Facility Parking Requirement to be provided by parking spaces within the Town Center Land is reduced from 2,020 to 1,520.

- d. The number of parking spaces located within any phase of the Town Center Land, including permitted on-street parking, after taking into consideration the assumption that any available spaces are first allocated to the Town Center Parking Requirement, are the parking spaces which are effectively available to Facility patrons (hereafter "Available Facility Spaces").
- e. On-street parking for any phase must not be (i) reserved or restricted for resident use only or (ii) time restricted to less than 2 hours, in order to be included in the parking space count utilized to meet the Facility Parking Requirement.

6. As phases are proposed for development within the Town Center Land, the parties acknowledge that the uses included in the site plan proposed for such phases may not correspond to the assumption of the uses shown on Exhibit 2 attached hereto. In that event, Aries agrees that in approving any site plans for the Town Center Land, the following considerations shall be applied.

- a. The Town Center Parking Requirement based on any new site plan proposed for the Town Center Land (a "Proposed Site Plan") will be calculated in a manner which is consistent with the methodology presented on Exhibit 2.
- b. The total number of Available Facility Spaces to be provided throughout the Town Center Land to meet the "Stadium Parking Peak Period Demand", which is contingent upon the FAU Agreement and 500 parking spaces related thereto, shall be 1,520 parking spaces to be allocated in accordance with the Plan (as defined in Section 10(d) below).

If the FAU Agreement expires or terminates for any reason, then (a) such additional 500 Available Facility Spaces to be provided by Aries, or its successors or assigns, ("Replacement Spaces") to replace the parking spaces provided under the FAU Agreement shall be in such location(s) within the Town Center and subject only to such terms and conditions as are otherwise permitted pursuant to the terms of the Declaration and Parking Agreement, with the prior written approval of JSL and the County, which approval may be withheld in JSL's and the County's respective reasonable discretion; and (b) Aries, or its successors or assigns, shall be solely responsible for any and all costs or expenses arising out of or relating to the Replacement Spaces, without any contribution or reimbursement from JSL or the County.

- c. A maximum of one (1) space per residential unit within a Proposed Site Plan may be reserved for use of occupants of such residential units ("Reserved Residential Spaces") and a maximum of fifteen percent (15%) of the remaining spaces on each Proposed Site Plan (the "Valet Spaces") may be designated as controlled valet parking for tenants and clients of the developments within the Town Center Land and by patrons of the Facility. The Valet Spaces shall, however, be subject to a cap so that the number of open parking spaces (i.e. parking spaces within a Proposed Site Plan which are not Reserved Residential Spaces or Valet Spaces) shall not be less than 1.75 times the number of spaces required to meet the Facility Parking Requirement for the Proposed Site Plan. The location of the Valet Spaces for the Site 1 Master Plan shall be located on the top two (2) floors of the parking deck to be located within Site 1 as shown on Exhibit B. These Reserved Residential Spaces and Valet Spaces shall not be included in the parking space count utilized to meet the Facility Parking Requirement. All spaces in each phase, other than Reserved Residential Spaces and Valet Spaces, must be available to patrons of the Facility without charge at all times on a first come first served basis. However, the parties acknowledge and agree that, in connection with the establishment of a police substation in the Town Center Land in compliance with

Condition 141 of the Development Order to which the Town Center Land is subject and in compliance with section 2.6 of the Master Declaration of Covenants, Conditions and Restrictions for Abacoa Town Center dated May 10, 1999 and recorded in Official Records Book 11117, Page 1338 of the Public Records of Palm Beach County, Florida, as amended (the "Master Declaration"), two (2) parking spaces proximate to the police substation shall be designated for the exclusive use of the police substation, two (2) additional parking spaces proximate to the police substation shall be designated for public use in connection with the police substation, and two (2) additional parking spaces in front of the future Town of Jupiter space in Phase III of the Town Center Land shall be designated for the exclusive use if the future Town of Jupiter space. Furthermore, the parties acknowledge and agree that certain additional exceptions to this provision may be set forth within and/or result from the implementation of the "Abacoa Town Center & Roger Dean Stadium Parking Management Plan" as approved by the Town of Jupiter.

- d. The parking calculation for each Proposed Site Plan must be made for the month of March and shall be at the peak demand period between the hours of 12:00 p.m. to 4:00 p.m. (the "Afternoon Peak Demand"), provided, however, in the event the peak demand for the hours between 6:00 p.m. to 10:00 p.m. (the "Evening Peak Demand") should exceed the Afternoon Peak Demand by more than ten percent (10%), then the Total Parking Requirement shall be based upon the greater of (i) 90% of the Evening Peak Demand or (ii) Evening Peak Demand less 70 spaces, rather than the Afternoon Peak Demand.

7. ON-SITE PARKING. The parties acknowledge and agree that all on-site parking at the Facility is not part of, and does not count towards, the Facility Parking Requirement. Furthermore, the Town of Jupiter has approved the use of valet parking for all the Facility's on-site parking and permits, during that period of spring training, cars to be double parked within all the on-site parking areas of the Facility to further increase the number of vehicles which may be accommodated on-site. JSL may, at its sole and absolute discretion, determine the amount of any charge for Facility on-site parking. Nothing in this section shall be deemed to prohibit the parties from negotiating future amendments to this Agreement that may modify the scope and impact of on-site parking at the Facility.

8. FAU AGREEMENT. Aries (as successors in interest to Holdings) and FAU (as successor in interest to Florida Atlantic University Foundation, Inc. ("FAUF")) are parties to a certain Use Agreement dated March 27, 2002, as amended by the First Amendment and Assignment to Use Agreement (collectively, the "FAU Agreement"), which FAU Agreement superseded and replaced that certain Use Agreement between FAUF and Holdings dated October 11, 1999. The rights of Aries under the FAU Agreement are enforceable by JSL and the County as third party beneficiaries thereof. The FAU Agreement is currently set to expire on November 5, 2019, but there exist two (2) extension option terms of five (5) years each. The FAU Agreement includes the requirement that Aries pay or cause to be paid to FAU (the "Relocation Fee") upon Aries' election to utilize the Relocated Site, which the parties hereby acknowledge and agree has been paid, and the FAU Spaces are available for Facility Use.

9. FAU PARKING AREA. The terms of the First Amendment to FAU Agreement, a copy of which is attached hereto as Exhibit 3, are incorporated herein by reference. The FAU Spaces will be located in Relocated Site as identified in the FAU Agreement ("FAU Parking Area").

10. FAU PARKING AREA MANAGEMENT AND MAINTENANCE.

- a. JSL will be obligated to provide personnel, including (without limitation) security personnel, and equipment to manage the Facility Use of the FAU Parking Area. Aries will be responsible for any costs of security personnel required of Aries under the FAU Agreement except with respect to Facility Use of the FAU Parking Area and except at times that JSL charges for Facility Use of the FAU Parking Area.

b. In consideration of such obligation of JSL to provide personnel and equipment, Aries agrees to pay to JSL a management fee in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) (the "Management Fee"). A portion of the Management Fee, equal to Forty Eight Thousand Dollars (\$48,000.00), has been paid to JSL and JSL has waived payment of the portion of the Management Fee in the amount of Sixteen Thousand Dollars (\$16,000) that would have been payable in 2014. The balance of the Management Fee, in the amount of Ninety Six Thousand Dollars (\$96,000), shall be paid in six (6) annual installments of Sixteen Thousand Dollars (\$16,000.00) each, commencing on the day of the first Facility event for which the FAU Spaces are available and continuing on the corresponding day of each year for the following five (5) years. However, Aries and JSL may (but shall not be obligated to) agree to waive all or a portion of the Management Fee in a written agreement signed by authorized representatives of JSL and Aries for any applicable Permit Period (as defined below). The parties acknowledge that the general conditions under which such a waiver might be considered are that Aries allows JSL use of any of the Aries' Parcels, as described in Exhibit 4 attached hereto and made a part hereof, at no charge during the entire baseball season for any given year in which the Management Fee is due to JSL, which season shall be as designated by JSL (the "Permit Period") for purposes of parking employees, agents, contractors, customers, visitors, invitees, guests, licensees and concessionaires (collectively, the "Permittees"). JSL, while using any of said Parcels shall:

- i) protect, defend, indemnify and hold Aries and each of its respective direct or indirect members, partners, shareholders, directors, employees, agents, representatives, affiliates, successors, assigns, and mortgage lenders (collectively, the "Indemnified Parties") harmless from and against any and all claims, causes of action, expenses (including reasonable attorneys' fees and costs at all levels), damages, liabilities, fines, costs and other amounts incurred by or claimed against any of the Indemnified Parties to the extent resulting from the negligence or willful misconduct of JSL; except to the extent resulting from the negligence or willful misconduct of any of the Indemnified Parties; and,
- ii) at its sole expense, remove all trash and/or garbage from the Aries' Parcels daily during Baseball Season. JSL and the Permittees shall not cause any damage to the Aries' Parcels. In the event that the Aries' Parcels are damaged as a result of JSL's or the Permittees' use of the Aries' Parcels, JSL shall promptly restore or repair any such damage, at its sole cost and expense, to its condition as it existed as of the first day of JSL's use thereof in that year, subject, however, to damage by causes other than JSL's or the Permittees' use of the Aries' Parcels. This is inclusive of any and all landscaping, trees, shrubs, sod, and irrigation. JSL shall comply with all governmental rules, regulations and ordinances governing the use of the Aries' Parcels, including those of the Town of Jupiter; and,
- iii) deliver to Aries, at least ten (10) days prior to commencement of the applicable Permit Period, a certificate of insurance evidencing its commercial general liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate naming the parties set forth on Exhibit 5 attached hereto and made a part hereof as additional insureds; and,
- iv) acknowledge and agree that it will remove all of JSL's materials from the Aries' Parcels and shall return the Aries' Parcels to its condition as it existed on the first day of the applicable Permit Period (subject, however, to damage by causes other than JSL's or the Permittees' use of the Aries' Parcels), at its sole cost and

expense, by noon on the fifteenth (15<sup>th</sup>) day after the applicable Permit Period or, if sooner terminated upon not less than thirty (30) days prior written notice to Jupiter Stadium, at noon the day after the right to use Aries' Parcels is terminated. Termination, in any year, by Aries, of the use of said Parcels described in Exhibit A, shall occur no earlier than the last day of Spring Training in any year.

c. Aries and/or the "Town Center Master Association" (as defined in Paragraph 12 of this Agreement) shall be responsible for clean up, maintenance and repair with respect to Facility Use of the FAU Parking Area and the FAU parking lots and driveways providing egress from the FAU Parking Area to Parkside Drive (collectively, the "Maintenance Responsibilities").

d. JSL, Aries and the County have agreed upon, and the Town of Jupiter has approved (at the Town Council meeting on February 4, 2014), a Parking Management Plan for application throughout the Town Center Land on days of Facility Use (as amended and modified by JSL, Aries and the County from time to time, the "Plan"). That Plan specifies the details of signage for Facility Use as well as the number and location of parking personnel required to assure an orderly flow of Facility Use traffic throughout the Town Center Land, amongst other details, management measures and accomplishments. JSL, Aries and the County agree to abide by and respect the content, purpose and intent of that Plan at all times, and to jointly participate in any instance that may require an amendment to that Plan. Notwithstanding anything herein or in the Plan to the contrary, the parties agree that the Plan shall not be amended, modified or terminated without the prior written consent of JSL and the County, which consent may be withheld in JSL's and the County's respective sole discretion.

11. Aries agrees that the FAU Agreement, as amended, shall not be further modified in any manner which, in the reasonable judgment of JSL and the County, shall materially or adversely affect the third party beneficiary rights of JSL or the County, without the prior written consent of JSL and the County, which consent shall not be unreasonably withheld or delayed.

12. PROPERTY OWNERS' ASSOCIATION. Pursuant to the Master Declaration, Abacoa Town Center Master Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Town Center Master Association") is responsible for performance of all obligations of Aries under this Amendment in the event that any such obligations are not performed by Aries, its successors or assigns, including, without limitation, (i) payment of the Management Fee, and (ii) the Maintenance Responsibilities, and such obligations of the Town Center Master Association will be enforceable by JSL and the County. Moreover, as provided in the Third Amendment to the Declaration, in the event that the Town Center Master Association fails to perform such obligations, then they will be the obligations of the owner or owners of the portion of the Town Center Land identified as Tract TC6 of Abacoa Plat No. 1, according to the plat thereof, as recorded in Official Records Book 78, Page 145, Public Records of Palm Beach County, Florida ("Tract TC6"), and such obligations shall be a covenant running with Tract TC6.

13. This Agreement may be executed in any number of counterparts, each of which shall be original, and all of which together shall constitute one and the same instrument.

14. This Agreement may be amended, altered or modified only by a written agreement by all the parties hereto.

15. This Agreement shall be constructed under and interpreted according to the laws of the State of Florida and the venue with respect to any litigation arising hereunder shall be in Palm Beach County, Florida.

16. If any provisions of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.

17. In the event of any dispute or litigation arising as a result of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees, including fees at trial, bankruptcy and appellate levels, and all other costs incurred in connection with such dispute or litigation. However, in the case of any dispute or litigation brought about by or against the County, each party shall be responsible for their own attorney's fees including those at the appellate level.

18. Nothing contained in this Agreement shall be constructed to make any party subject hereto partners or joint venturers or render any other parties liable for the debts and obligations of the others.

19. The Agreement shall be binding upon the parties, their successors and assigns; provided, however, until the recording of the Fifth Amendment to the Declaration, the rights, benefits and obligations of Aries pursuant to this Agreement may not be assigned by Aries without the prior written consent of JSL and the County, which consent may not be unreasonably withheld. After the recording of the Fifth Amendment this Agreement shall be a covenant running with the Town Center Land and Facility.

20. Any first mortgagee holding a mortgage on the lands within the Town Center Land may receive a copy of any notices sent to any owners within the Town Center Land by a party hereto by filing a request for such notice with each of the parties hereto, which request must be given in the same fashion as a notice hereunder. Such request shall include the name and address of the mortgagee to which a copy of the notice is to be given. The holder of a first mortgage upon any portion of the Town Center Land which requests notice in accordance with the Agreement shall, after receiving a notice of default hereunder, have a ten (10) day period to cure such default before any party may exercise the remedies hereunder or as otherwise provided by law.

21. Notices to all parties shall be deemed delivered (i) when hand delivered, or (ii) one business day following delivery to an express delivery courier, such as Federal Express or (iii) three days following deposit in U.S. mail, certified, return receipt requested.

If to JSL: Miami Marlins, L.P.  
501 Marlins Way  
Miami, FL 33125  
Attn: Claude Delorme, Executive Vice President, Operations & Events

and to

Jupiter Stadium, Ltd.  
c/o St. Louis Cardinals LLC  
700 Clark Street  
St. Louis, Missouri 63102  
Attn: William O. DeWitt III, President

with a copy to: St. Louis Cardinals LLC  
700 Clark Street  
St. Louis, Missouri 63102  
Attn: Michael Whittle, General Counsel

with a further copy to: Pruitt & Pruitt, P.A.  
3030 South Dixie Hwy.  
Suite 5  
West Palm Beach, FL 33405  
Attention: William E. Pruitt, Esq.

If to Aries: Aries Land Acquisition, LLC  
661 University Boulevard, Suite 200  
Jupiter, Florida 33458  
Attention: Richard M. Rendina, President

with a copy to: Michael J. Sabatello, P.L.  
661 University Boulevard, Suite 200  
Jupiter, FL 33458  
Attn: Michael J. Sabatello, Esq.

If to the County: Director, Facilities Development & Operations Department  
2633 Vista Parkway  
West Palm Beach, FL 33411

with a copy to: Director of Office of Financial Management  
301 N. Olive Ave., 11<sup>th</sup> Floor  
West Palm Beach, FL 33401

with a further copy to: County Attorney's Office – Real Estate  
301 N. Olive Ave., 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

22. **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 Agreement.

Pursuant to Resolution R-2014-1421, as may be amended, JSL and Aries are required to submit a copy of each party's non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. A signed statement affirming that each party's non-discrimination policy is in conformance with Palm Beach County's policy has been provided.

23. **NO THIRD PARTY BENEFICIARY**: No provisions of this Agreement are 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 Agreement, including but not limited to any citizens of the County, or employees of JSL, Aries and the County.

24. **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 in accordance with applicable law, including granting the Inspector General access to records relating to this Agreement; provided, however, that such cooperation and access shall not include access to (i) attorney-client privileged communications, attorney work product, or other records protected by privilege under applicable law, or (ii) proprietary or confidential information (including, without limitation, trade secrets, pricing information and financial information) that is not expressly required to be disclosed under applicable law.

(signatures and acknowledgements on the following pages)

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written below.

Signed, sealed and delivered  
in the presence of:

[Signature]

Witness  
Print Name: Elizabeth McConnell

[Signature]

Witness  
Print Name: TERESITA D GARCIA  
TERESITA D GARCIA

JUPITER STADIUM, LTD., a Florida  
limited partnership  
BY: JS Stadium, Inc., its general partner

By: [Signature]

Print Name: David P. Samson, President

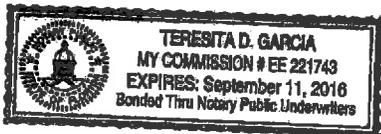
Date: 12-12-14

State of FLORIDA

County of Miami-Dade

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December  
2014 by DAVID P. SAMSON who is personally known to me OR  who  
has produced \_\_\_\_\_ as identification and who  did  did not take a oath.

(Notary Seal)



[Signature]  
Notary Public, State of Florida

TERESITA D GARCIA  
Type, print or stamp name

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Philip Colquitt  
Witness

Print Name: Sherlyn Colquitt

Ivy M. Seitman  
Witness

Print Name: Ivy M. Seitman

State of Florida

County of Palm Beach

ARIES LAND ACQUISITION, LLC, an  
Alabama limited liability company

By: Richard M. Rendina

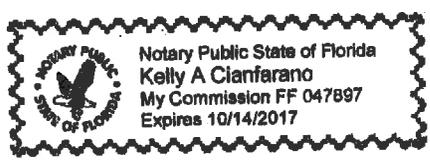
Print Name: Richard M. Rendina

Title: President and CEO

Date: December 4, 2014

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December,  
2014 by Richard M. Rendina who is personally known to me OR ( ) who  
has produced \_\_\_\_\_ as identification and who (  ) did ( ) did not take a oath.

(Notary Seal)



Kelly A. Cianfarano  
Notary Public, State of Florida

Kelly A. Cianfarano  
Type, print or stamp name

Commission Number: FF 047897

My Commission Expires: 10/14/2017

ATTEST:

COUNTY:

JAN 13 2015

SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: *Sharon R. Bock*  
Deputy Clerk

By: *Shelley Vana*  
Shelley Vana, Mayor



Signed and delivered  
in the presence of:

*Glendia Y. Harvey*  
Witness Signature

Glendia Y. Harvey  
Print Witness Name

*Tim Montiglio*  
Witness Signature

TIM MONTIGLIO  
Print Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

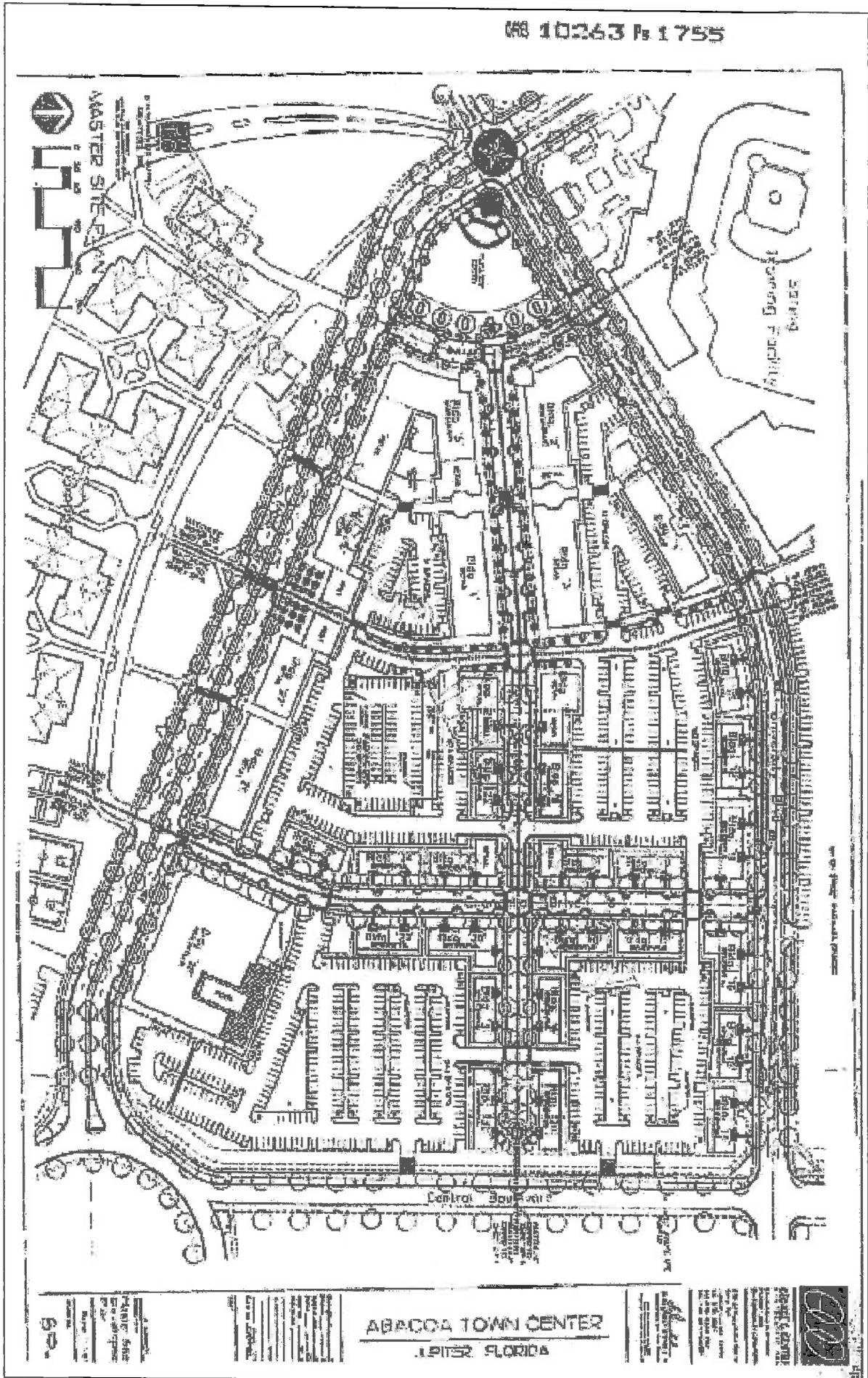
By: *H. Jal*  
Assistant County Attorney

By: *Pat Anthony Wolf*  
Department Director



EXHIBIT "B"

SITE 1 MASTER PLAN



**EXHIBIT "1"**

**FACILITY PARKING REQUIREMENT**

<b>Total Seats</b>	-	<b>6,900</b> <sup>(1)</sup>
<b>Owner Seats</b>	-	<b>-50</b> <sup>(2)</sup>
<b>Day of Game Staff</b>	-	<b>+100</b> <sup>(1)</sup>
		<b>6,950</b>
<b>Vehicle Occupancy (persons/vehicle)</b>	-	<b>+ 3</b> <sup>(3)</sup>
<b>Parking Demand</b>	-	<b>2,320 spaces</b>
<b>On-Site</b>	-	<b>-300 spaces</b> <sup>(4)</sup>
<b>Net Off-Site Demand</b>	-	<b>2,020 spaces</b>

(1) Source: Montreal Expos

(2) Accommodated in two (2) 300 space reserved lots.

(3) Based on discussion with Stadium managers and review of industry standards

(4) On-site parking provided by baseball teams.

EXHIBIT "2"

PARKING DEMAND METHODOLOGY

3/7/650

EXHIBIT 2

TOWN CENTER PARKING REQUIREMENT  
 TOWN CENTER SHARED PARKING DEMAND - CUMULATIVE OF  
 MARCH WEEKDAY

Category	Peak Hours	Peak Hours	Peak Hours	Peak Hours
Total	1,522	1,522	1,522	1,522
Office (General)	690	690	690	690
Therapy	419	419	419	419
Restaurant	294	294	294	294
Residential	1,416	1,416	1,416	1,416
Total	3,905	3,905	3,905	3,905

AM/Day/Evening Demand

Category	AM/Day/Evening Demand								
Total	1,003	97	1,003	97	1,003	97	1,003	97	1,003
Office (General)	615	412	615	412	615	412	615	412	615
Therapy	343	146	343	146	343	146	343	146	343
Restaurant	1,416	374	1,416	374	1,416	374	1,416	374	1,416
Less Captive Market	-322	-322	-322	-322	-322	-322	-322	-322	-322
Less Residential Interference	-124	-124	-124	-124	-124	-124	-124	-124	-124
Total	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376

Evening/Day/Evening Demand

Category	Evening/Day/Evening Demand								
Total	1,003	97	1,003	97	1,003	97	1,003	97	1,003
Office (General)	615	412	615	412	615	412	615	412	615
Therapy	343	146	343	146	343	146	343	146	343
Restaurant	1,416	374	1,416	374	1,416	374	1,416	374	1,416
Less Captive Market	-322	-322	-322	-322	-322	-322	-322	-322	-322
Less Residential Interference	-124	-124	-124	-124	-124	-124	-124	-124	-124
Total	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376

- (1) Based on hypothetical land use plan.
- (2) Source: Town of Naples, Parking Code.
- (3) Source: Urban Land Institute, Through Parking, 1962.
- (4) Source: Market Park, naples.com.
- (5) Captive Market: represents 25% of employees in Town Center. See page 2 of exhibit.
- (6) Residential Interference: represents 15% of the residential spaces.

EXHIBIT "2" (Cont.)

PARKING DEMAND METHODOLOGY

ORB 10263 Pg 1761  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

97909.01

1/16/98

EXHIBIT 2 (Cont'd)  
TOWN CENTER PARKING REQUIREMENT

CAPTIVE MARKET CALCULATIONS

Buildout Land Use Program	
Land Use	Area
Retail	380,500 SF
Office (General)	170,000 SF
Theatre	1,350 Seats
Restaurant	50,500 SF
Residential	409 MF Units

Employment Intensity	
Land Use	Employee Intensity
Retail	2,571,000 SF
Office	9,371,000 SF
Restaurant	9,971,000 SF

Land Use	Weekly Employment Hourly Percentages		
	12:00 Noon - 4:00 PM	7:00 AM - 4:00 PM	9:00 AM - 7:00 PM
Retail	50%	50%	30%
Office	100%	20%	0%
Restaurant	50%	50%	50%

Land Use	Weekly Hourly Employment		
	12:00 Noon - 4:00 PM	7:00 AM - 4:00 PM	9:00 AM - 7:00 PM
Retail	476	476	285
Office	561	112	0
Restaurant	252	252	252
	1,287	840	537
Captive Market - 25%	322	210	134

(1) Hypothetical land use plan.

EXHIBIT "3"

FIRST AMENDMENT AND ASSIGNMENT TO USE AGREEMENT

Final (11/14/06)

FIRST AMENDMENT AND ASSIGNMENT TO USE AGREEMENT

This First Amendment and Assignment to Use Agreement (this "Amendment"), dated as of Nov. 20, 2006 ("Effective Date") is by and between Florida Atlantic University Foundation, Inc., a not for profit corporation incorporated under the laws of the State of Florida ("FAUF"); the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida ("FAU"); and Arles Land Acquisition, LLC, an Alabama limited liability company ("Arles").

WHEREAS, FAUF and Arles entered into a Use Agreement (the "Agreement") dated March 27, 2002, regarding Arles access to parking spaces at the Florida Atlantic University John D. MacArthur Campus in the Abacos development; and

WHEREAS, FAUF now desires to assign its interests in the Agreement to FAU and FAU now desires to assume all of FAUF's interests in the Agreement; and

WHEREAS, the parties hereto further desire to make certain modifications to the Agreement, pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As of the Effective Date and with the consent of Arles, FAUF hereby assigns, transfers and sets over to FAU all of FAUF's rights, obligations and interests in and to the Agreement and FAU hereby accepts and assumes of all FAUF's rights, obligations and interests in the Agreement. From and after the Effective Date, FAUF is released of any further rights, obligations or interests in the Agreement. FAU further agrees to release FAUF from any claims, demands or liabilities, known or unknown, arising from FAUF's rights, obligations or interests in the Agreement.

2. (A) Paragraph 1 of the Agreement is hereby amended to relocate the site to the parcel containing not less than 500 paved parking spaces depicted on Exhibit A attached to this Amendment ("Relocated Site"). The use of approximately 3.9 acres as depicted in Exhibit A attached to the Agreement ("Original Site") is hereby deleted and shall be of no further force or effect. Hereafter, any reference to the "site" shall mean the Relocated Site, except to the extent such reference to the "site" relates to any obligations or liabilities of the parties with respect to the Original Site that arose before the Effective Date. If Arles desires to use the Relocated Site for parking, then Arles will (i) deliver a written notice (the "Commencement Notice") to FAU, and (ii)(a) if the Commencement Notice is delivered to FAU on or before June 1, 2011, cause to be paid to FAU a one-time, non-refundable fee of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Relocation Fee") to reimburse FAU for certain costs of relocating the Original Site to the Relocated Site under this Paragraph 2; or (b) if the Commencement Notice is delivered after June 1, 2011, cause to be paid to FAU the Relocation Fee, which beginning with June 2, 2011 and on each anniversary thereof during the term of the Agreement, shall be increased by three percent (3%) each year, to reimburse FAU for certain costs of relocating the Original Site to the Relocated Site under this Paragraph 2. For example, if Arles elects to deliver the Commencement Notice on May 15, 2013, the Relocation Fee shall increase by six percent (6%) and shall be Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00).

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(B) Aries will pay the Relocation Fee to FAU within thirty (30) days following delivery of the Commencement Notice. If Aries elects to deliver the Commencement Notice, Aries shall do so prior to June 1 of any calendar year and Aries' rights to use the Relocated Site shall not commence until the start of the Spring baseball training season for the calendar year immediately following the calendar year in which the Commencement Notice was tendered. If Aries does not elect to deliver the Commencement Notice, then the Relocation Fee will not be due or payable to FAU.

3. The third sentence of Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following: "Aries or Jupiter Stadium Ltd. shall give FAU notice of all dates of use at least three (3) months in advance." The last sentence of Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following: "Aries shall not have access to the site for parking at any time that there is no insurance in effect which is acceptable to FAU."

4. Paragraph 6 of the Agreement is hereby deleted in its entirety and replaced with the following: "Aries shall not make any changes to the site without obtaining the prior express, written approval of FAU. FAU shall consider a reasonable request by Aries for the placement of temporary directional signs, at Aries sole cost and expense, the appearance and location of which shall be subject to FAU approval."

5. The last two sentences of Paragraph 8 are hereby deleted in their entirety and replaced with the following: "Vehicular and pedestrian ingress and egress to the site shall be provided from Parkside Driveway and along the western boundary of the site as depicted on Exhibit A attached hereto. Further pedestrian access from the site shall be provided through the FAU campus on the main north-south sidewalk located west of MC03 as depicted on Exhibit A. FAU reserves the right, in its reasonable discretion and subject to the reasonable approval of Jupiter Stadium, Ltd., to modify pedestrian access through the FAU campus should such access cause material disruption to the operation of FAU or to its students, faculty or staff."

6. Paragraph 13 of the Agreement is hereby deleted in its entirety.

7. FAU shall have the responsibility for making the site available for Aries' exclusive use for all Spring training games and the additional stadium event days permitted under this Agreement. FAU further agrees to provide its existing lighting facilities for the site and the pedestrian access areas through the FAU campus for evening or night events permitted under the Agreement.

8. The notice addresses pertaining to Jupiter Stadium, Ltd. set forth in Paragraph 21 of the Agreement are hereby amended by deleting the fourth sentence in its entirety and replacing it with the following: "As to Jupiter Stadium, Ltd., notice shall be given to Jupiter Stadium, Ltd., 4751 Main Street, Jupiter, Florida 33458, Attn: Stadium Manager, with a copy to Florida Marlins, 2267 Dan Marino Blvd, Miami, Florida 33056, Attn: Claude DeLorme, and Frederick O. Hanser, Chairman, St. Louis Cardinals, L.P., Busch Stadium, 100 S. 4<sup>th</sup> Street, St. Louis, MO 63102."

9. As of the date hereof, to the best of their respective knowledge and beliefs, neither Aries nor FAUF is in default under the Agreement, nor does Aries, FAU or FAUF have any knowledge of the existence of any event which, with the giving of

notice, the passage of time, or both, would constitute a default by Aries or FAUF under the Agreement. As of the date hereof, to the best of their respective knowledge and beliefs, there are no claims, offsets, counterclaims or defenses of Aries or FAUF, or their respective successors or assigns, with respect to the Agreement. As of the date hereof, to the best of FAUF's knowledge and belief, all monetary obligations of Aries under the Agreement (except those set forth in Paragraph 2 above) have been fully paid.

10. Except as specifically modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect and shall be binding upon the parties in accordance with their terms.

11. Each of the parties to this Amendment warrants and represents that the individual executing this Amendment has the authority to execute this Amendment on behalf of such party and to bind the party to the terms and conditions contained herein.

12. This Amendment may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Amendment.

13. The Agreement, as amended herein, shall not be further modified in any manner which, in the reasonable judgment of Jupiter Stadium, Ltd., shall materially and adversely affect the third party beneficiary rights of Jupiter Stadium, Ltd. without the prior written consent of Jupiter Stadium, Ltd., which consent shall not be unreasonably withheld or delayed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment effective as of the date first set forth above.

FLORIDA ATLANTIC UNIVERSITY  
FOUNDATION, INC.

By: IRA J. GOLDMAN  
Name: IRA J. GOLDMAN  
Title: CHAIRMAN  
Date: 11-20-06

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

By: Frank J. Brown  
Name: FRANK J. BROWN  
Title: President  
Date: 11-20-06

ARIES LAND ACQUISITION, LLC,  
an Alabama limited liability company

By: ARIES LAND HOLDINGS, LLLP  
a Florida limited liability limited  
partnership, sole member of Aries  
Land Acquisition, LLC

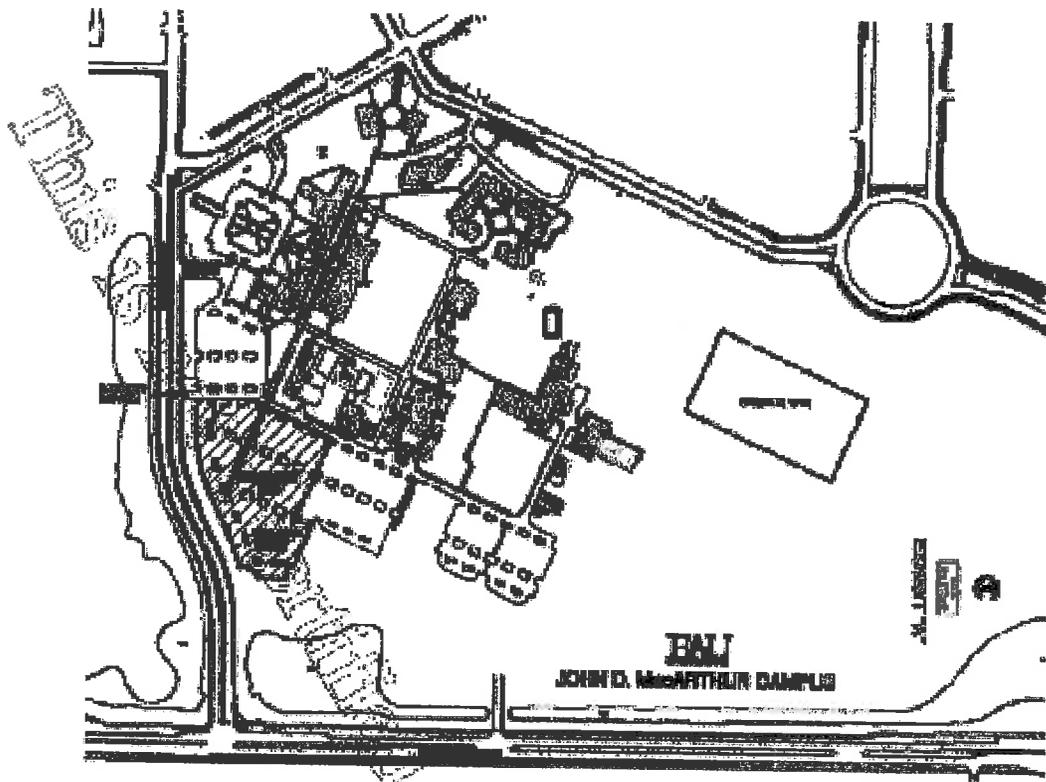
By: ARIES LAND EQUITY GP, LLC,  
a Florida limited liability company,  
general partner of Aries Land  
Holdings, LLLP

By: A. David Carrillo  
Name: A. David Carrillo, Vice President  
Date: 11/14/06

11/20/06

Not a limited copy

Exhibit A



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**EXHIBIT "4"**

**ARIES' PARCELS**

**PARCEL 1:**

TRACT TC3R-B, AS SHOWN ON THE PLAT OF ABACOA TOWN CENTER PLAT NO. 4, RECORDED IN PLAT BOOK 116, PAGES 146 THROUGH 148, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 2:**

TRACT TC4R-B, AS SHOWN ON THE PLAT OF ABACOA TOWN CENTER PLAT NO. 4, RECORDED IN PLAT BOOK 116, PAGES 146 THROUGH 148, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 3:**

PARCEL 1, AS SHOWN ON "ABACOA TOWN CENTER PLAT NO. 2", AS RECORDED IN PLAT BOOK 86, PAGE 83 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**EXHIBIT "5"**

**LIST OF INSUREDS**

ARIES LAND ACQUISITION, LLC  
661 University Boulevard, Suite 200  
Jupiter, Florida 33418

ARIES LAND HOLDINGS, LLLP  
661 University Boulevard, Suite 200  
Jupiter, Florida 33418

ARIES LAND EQUITY GP, LLC  
661 University Boulevard, Suite 200  
Jupiter, Florida 33418

HOSPITALITY LAND HOLDINGS, LLLP  
661 University Boulevard, Suite 200  
Jupiter, Florida 33418

BAR MANAGEMENT ADVISORS, INC.  
661 University Boulevard, Suite 200  
Jupiter, Florida 33418

VERSA PROPERTY MANAGEMENT, LLC  
661 University Boulevard, Suite 200  
Jupiter, Florida 33418

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOCK, Clerk & Commissioner certify  
this to be a true and correct copy of the original  
filed in my office on JAN 13 2015  
dated at West Palm Beach, FL on 1-15-15  
By: Sharon R. Bock  
Deputy Clerk

