

**O'Connor Property Management**

240 Royal Palm Way, 2<sup>nd</sup> Floor  
Palm Beach, FL 33480

October 3, 2019

Josh Martin, AICP, CNU-A  
Director  
Town of Palm Beach  
Planning, Zoning, Building  
360 S. County Road  
Palm Beach, FL 33480

Re: 152 Peruvian Avenue, Palm Beach, FL

Dear Josh:

I am writing on behalf of Wilson 151 Worth LLC ("Landlord"), successor in interest to 151 Worth Avenue Partnership LTD ("Original Landlord"), regarding a lease dated November 2, 1998 with The Neiman Marcus Group LLC ("Tenant") f/k/a The Neiman Marcus Group, Inc., as evidenced by that certain Memorandum of Lease, dated November 2, 1998, recorded December 4, 1998 in Book 10790, Page 637 of the Official Records of Palm Beach County, Florida (the "Lease"); capitalized terms used but not defined herein shall have the meaning ascribed to such term under the Lease.

The attachments included herein and summary below speak to the documents that govern the vacant lot at 152 Peruvian Avenue, Palm Beach, FL ("Peruvian Lot").

**Summary**

Per the attached documents from 1998, the Peruvian Lot (depicted on Exhibit A) was to remain vacant, with all landscaping to be maintained by Tenant, until that time when additional parking was deemed necessary by Neiman Marcus and the Town of Palm Beach. Considering the fact that such parking has not been considered necessary for more than 20 years, O'Connor Property Management recently approached the Town and Neiman Marcus for approval to build a residential, single-family home.

The following documents govern the Peruvian Lot and approvals required to take further action:


- Per the **Acknowledgment of Declaration of Use Agreement**, dated November 2, 1998, between Neiman Marcus and Original Landlord: Section 12 notes that "Construction of the twenty (20) parking spaces on the Peruvian Lot shall be delayed until such time as the Town determines that such spaces are needed to satisfy the parking demands of the Building." Our position is that after 20+ years, the parking garage at 151 Worth Avenue below Neiman Marcus is entirely sufficient, and there is no longer a need to keep this lot sitting vacant.

- Per the **Letter Agreement**, dated September 3, 1998, between Neiman Marcus and Original Landlord: Section 2 notes that "If the Town determines... that twenty (20) surface parking spaces on the Peruvian Lot are needed to satisfy the parking demands of the Demised Premises [Neiman Marcus], Landlord will construct the same as its sole cost and expense." Until that time, the lot shall remain landscaped. Section 6 of the Letter Agreement notes that "so long as the Lease is in full force and effect, Landlord will not consent to any amendment to the Declaration of Use without Tenant's prior consent which shall not be unreasonably withheld or delayed.

As such, before we could look to amend the Declaration of Use Agreement with the Town to remove the 20 parking space requirement, we had to confirm such consent from the Tenant. To this end, attached please find the necessary consent from Neiman Marcus, dated August 23, 2019, in which they agree to release its interest in and to any portion of the Peruvian Lot.

At this time, our team respectfully requests that the Town release the 1998 Use Agreement requirement to keep the Peruvian Lot vacant. After keeping the Peruvian Lot sitting idle for more than 20 years, it is clear to all that additional surface parking is not necessary. Please let us know the necessary steps for securing such consent from the Town of Palm Beach.

Sincerely,



John F. O'Connor  
O'Connor Property Management

**Exhibit A**