

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 18, 2007	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

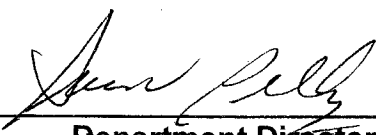
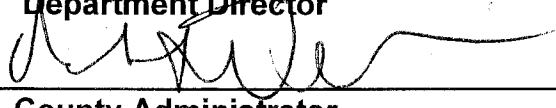
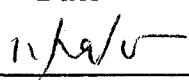
Motion and Title: Staff recommends motion to approve: a License Agreement with One Point, Inc., for a monthly license fee of \$2,474 for the short term use of 1.05 acres of vacant property located at the southwest corner of the Palm Beach International Airport along Lindy Lane.

Summary: The Agreement is on a month-to-month basis. One Point, Inc., will be required to pay a monthly license fee to the County in the amount of \$2,474, and provide a security deposit. One Point, Inc., will be responsible for maintaining adequate insurance coverage and maintenance of the property. Countywide (JMB)

Background and Justification: One Point, Inc., has requested the right to use vacant property at Palm Beach International Airport for vehicular parking on a short term basis. The property is currently vacant.

- Attachments:**
- 1. License Agreement (3)

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JB	Recommended By:		
		Department Director	Date
	Approved By:		
		County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	(2,474)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(2,474)	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No x
 Budget Account No: Fund 4100 Department 120 Unit 8452 Object 4416
 Reporting Category _____

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

If approved, the County will receive \$2,474 per month in return for the use of the property.
 The Agreement is a month-to-month term, therefore no future fiscal impact is guaranteed.

C. Departmental Fiscal Review:

Chris Simon

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Minimum fiscal impact for one month per

Article 2

Jan 11-20 07
 OFMB

11/20/07
 Contract Dev. and Control

This Contract complies with our
 contract review requirements.

B. Legal Sufficiency:

James Butler 11/28/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

LICENSE AGREEMENT FOR SHORT-TERM PARKING

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 200_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and One Point Inc., a Florida Corporation whose principal place of business is located at 106 North Military Trail, West Palm Beach, Florida, hereinafter referred to as ("Licensee").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, County is the owner of that certain real property more particularly described on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property consists of approximately 45,671 square feet of ground, as more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall be for a period of one (1) month, commencing on January 1, 2008 (the "Commencement Date") and expiring on January 31, 2008 (the "Term"). This Agreement shall be automatically renewed for one (1) month intervals thereafter; provided, however, either party may elect not to renew this Agreement upon providing no less than fifteen (15) days advance written notice to the other party prior to the expiration of the then current term.

ARTICLE 3 LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of \$2,474 per month, together with applicable sales taxes thereon. Payment of license fee by Licensee to County shall commence on the Commencement Date. The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement and any extension thereof.

3.02 Adjustment of License Fee. The amount of license fee payable hereunder may be adjusted from time-to-time by County upon thirty (30) days prior written notice to Licensee. Notwithstanding any provision of this Agreement to the contrary, the rate shall be maintained at all times to ensure compliance with the provisions Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984, as amended and supplemented (the "Bond Resolution"), which is hereby

incorporated by reference and made a part hereof.

3.03 Security Deposit. Licensee, simultaneously with its execution of this Agreement shall deposit with the County a sum equal to one (1) month's license fee as security ("Security Deposit") for the faithful performance and observance by Licensee of the terms, conditions, covenants and provisions of this Agreement, including, without limitation the surrender of possession of the Property to County pursuant to Section 4.07 of this Agreement. The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Licensee to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Licensee, then County, at its option, may appropriate and apply Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Licensee. Should any portion of the Security Deposit be so appropriated and applied by County, then Licensee shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Licensee's failure to do so within twenty-four (24) hours after receipt of such demand shall constitute a default of this Agreement. Should Licensee comply with all of the terms, covenants and conditions of this Agreement, the Security Deposit shall be returned in full to Licensee within one (1) month after expiration of this Agreement.

ARTICLE 4

CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for short-term vehicular parking. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever. Under no circumstances shall the Property be used for storage of equipment, inoperable vehicles or other similar items.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion. Licensee shall construct a temporary fence, at Licensee's sole cost and expense, to ensure that access is not permitted to County's adjacent property.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that the Licensor has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property were in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall regularly mow all grassed areas. Licensee shall maintain the Property free of trash and debris. Inoperable vehicles shall not be stored on the Property. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to the Premises. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

6.02 Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

6.03 Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

6.04 Garage Keeper's Legal Liability. Licensee shall maintain Garage Keeper's Legal Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence against Comprehensive and Collision/Upset causes of loss. Any per vehicle or per occurrence deductible shall be Licensee's responsibility.

6.05 Additional Insured. Licensee shall endorse County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

6.06 Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

6.07 Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Property.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon Licensee's receipt of notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions

and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to the Licensee at:

Nelson Tiburcio, President/Owner
One Point, Inc.
106 N. Military Trail
West Palm Beach, FL 33415

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Liability of County. Licensee shall look solely to the estate and property of the County in the Property for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by County in the event of any default by County with respect to any of the terms, covenants and conditions of this Agreement to be observed and performed by County, and no other property or estates of County shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies and rights under this Agreement.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:
SHARON R. BOCK, Clerk
& Comptroller

PALM BEACH COUNTY, FLORIDA, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director, Department of Airports

ATTEST:
Signed, sealed and delivered in the
presence of two witnesses for Licensee:

ONE POINT, INC., a Florida
Corporation

Signature

Typed or Printed Name

By: _____
Signature

Typed or Printed Name

Signature

Typed or Printed Name

(Corporate Seal)

PROPERTY DESCRIPTION
P.B.I.A. LEASE PARCEL W-1

W-281

THAT PART OF TRACT 68 OF HENRY'S MILITARY TRAIL ADDITION, A SUBDIVISION IN PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREON ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 21, PAGE 59, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT ON THE EAST LINE OF TRACT 68, HENRY'S MILITARY TRAIL ADDITION WHICH IS 100 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 68, THENCE NORTH ON THE EAST LINE OF TRACT 68 A DISTANCE OF 125 FEET TO A CONCRETE MONUMENT THENCE WEST TO A CONCRETE MONUMENT ON THE EAST LINE OF MANCHESTER LANE, THENCE SOUTH ON THE EAST LINE OF MANCHESTER LANE AND PARALLEL TO THE EAST LINE OF TRACT 68 A DISTANCE OF 125 FEET TO A CONCRETE MONUMENT THENCE EAST PARALLEL TO THE SOUTH LINE OF TRACT 68 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

W-282

THAT PART OF TRACT 68 OF HENRY'S MILITARY TRAIL ADDITION, A SUBDIVISION IN PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREON ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 21, PAGE 59, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING START AT A POINT ON THE EAST SIDE OF TRACT 68, HENRY'S MILITARY TRAIL ADDITION, WHICH IS 100 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 68 (AND WHICH IS ALSO 125 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 68, HENRY'S MILITARY TRAIL ADDITION) ON THE EAST LINE OF TRACT 68 A DISTANCE OF 100 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF TRACT 68 A DISTANCE OF 150 FEET TO THE EAST LINE OF MANCHESTER LANE, THENCE SOUTH ON THE EAST LINE OF MANCHESTER LANE AND PARALLEL TO THE EAST LINE OF TRACT 68 A DISTANCE OF 125 FEET TO A CONCRETE MONUMENT THENCE EAST PARALLEL TO THE SOUTH LINE OF TRACT 68 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH:

W-283

THAT PART OF TRACT 68 OF HENRY'S MILITARY TRAIL ADDITION, A SUBDIVISION IN PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREON ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 21, PAGE 59.

FOR THE POINT OF BEGINNING START AT A POINT ON THE EAST SIDE OF TRACT 68, HENRY'S MILITARY TRAIL ADDITION, WHICH IS 100 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 68 (AND WHICH IS ALSO 125 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT 68, HENRY'S MILITARY TRAIL ADDITION) ON THE EAST LINE OF TRACT 68 A DISTANCE OF 100 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF TRACT 68 A DISTANCE OF 150 FEET TO THE EAST LINE OF MANCHESTER LANE, THENCE SOUTH ON THE EAST LINE OF MANCHESTER LANE AND PARALLEL TO THE EAST LINE OF TRACT 68 A DISTANCE OF 125 FEET TO A CONCRETE MONUMENT THENCE EAST PARALLEL TO THE SOUTH LINE OF TRACT 68 A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

LESS

THE EAST 5.00 FEET OF PARCELS W-281, W-282 AND W-283, AS DESCRIBED IN PLAT BOOK 21, PAGE 59, AND 50 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S REPORT

THE NUMBERS W-281, W-282 & W-283 ARE DESIGNATIONS GIVEN TO SPECIFIC PARCELS AND THE DEPARTMENT OF REVENUE AND PALM BEACH COUNTY PROPERTY CONTROL NUMBERS.

THE PROPERTY AS SURVEYED CONTAINS 1.0485 ACRES OR 46,671 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1989 ADJUSTED) BEARING OF SOUTH 01°10'22" WEST ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERE TO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER & VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR, IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

I HAVE REVIEWED THE CHICAGO TITLE INSURANCE COMPANY, TITLE POLICIES ORDER NO. 2008062, POLICY NO. 7210609 82288 WITH AN EFFECTIVE DATE OF 06/05/2008 & 10149 AM ORDER NO. 2008063, POLICY NO. 7210609 82289 WITH AN EFFECTIVE DATE OF 06/05/2008 & 10146 AM AND ORDER NO. 1900409, POLICY NO. 7210609 82291 WITH AN EFFECTIVE DATE OF 06/05/2008 & 10140 AM, ISSUED BY SOUTHEAST GUARANTY & TITLE, INC. AND ALL SURVEY RELATED ENCUMBRANCES IDENTIFIED IN THE POLICIES SCHEDULE B ARE SHOWN OR NOTED ON THE SURVEY.

THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY OF THE SITE.

SEE THE RECORDED DOCUMENTS (PLATS & OFFICIAL RECORD BOOKS) CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 11225, PAGE 61. INSTRUMENTS USED WERE THE TOPCON GTS-300 TOTAL STATION AND HUBNEY DATA COLLECTOR.

THE PROJECT'S FIELD TRAVERSE WAS BALANCED USING STARNET PRO VERSION 6.0.19. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATES TO CONTROL POINT "MISSIONARY FLIGHTS" AND "CON-ALIN" WERE RECOVERED FROM PALM BEACH COUNTY'S DATABASE AND THOSE TWO MONUMENTS WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT.

THE FILE NAMES ARE 07013-10.ZAK, 2007013-10.PRJ, & 2007013-10.RUMBAS LEASE NOTES.DOC.

FIELD WORK COMPLETED ON 09/19/07.

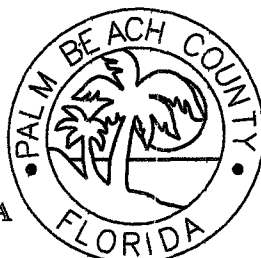
LEGAL ACCESS TO THE PARCELS IS PROVIDED VIA LINDY LANE (PLAT BOOK 23, PAGE 38) TO THE EAST AND MANCHESTER LANE (PLAT BOOK 23, PAGE 53) TO THE WEST.

SEE CERTIFIED CORNER RECORDS DOC# 53331, 53332, 53334, 54040, 54041, 54044, 54047, 53603, FOR THE SECTION CORNERS ASSOCIATED WITH SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AND THE ADJACENT SECTION.

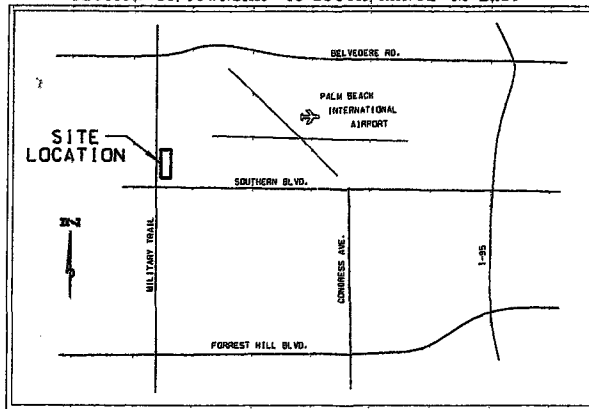
COUNTY OF PALM BEACH
STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2007013-10

P.B.I.A. LEASE PARCEL W-1
BOUNDARY SURVEY
(ONE POINT, INC. PARKING LOT LEASE)KAREN T. MARCUS
DISTRICT 1JOHN F. KOONS
DISTRICT 2MARY McCARTY
DISTRICT 4JESS R. SANTAMARIA
DISTRICT 6ROBERT J. KANJIAN
DISTRICT 3BURT AARONSON
DISTRICT 5ADDIE L. GREENE
DISTRICT 7

SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST

LOCATION MAP
N.T.S.One Point, Inc.
License Agreement for
Short - Term Parking

LEGEND

P.B.I.A. = PALM BEACH INTERNATIONAL AIRPORT
N.T.S. = NOT TO SCALE
D & M = DEED AND MEASURED
O.D. = OFFICIAL RECORD BOOK
ADD. = ADDITION
R/P = RIGHT OF WAY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.E. = OVERHEAD ELECTRIC
CON. = CONCRETE
MON. = MONUMENT
P.C.P. = WOOD POWER POLE
P.B. = PLAT BOOK
T.D. = TOWNSHIP DEED BOOK
P.D. = PAGE
F.D. = FORD
P.H. = PARKER ERYLSON
D.E. = DRAINAGE EASEMENT
D. = DEED
M. = MEASURED
C. = CALCULATED
P. = PLAT

THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT, NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

ALL ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/RISK) REQUIRED BY THIS SURVEY.

FLIGHT DATE OF PHOTO BY OTHERS IS 01/25/06

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000389740

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY, DEPARTMENT OF AIRPORTS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 4801-2, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE NO. 5304

9/21/07
DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
280 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



BY: [Signature]
REVISION: [Blank]
SCALE: 1" = 50'
APPROVED: G.W.M.
DRAWN: S.L.D.
CHECKED: W.S.C.
DATE: 9/17/07

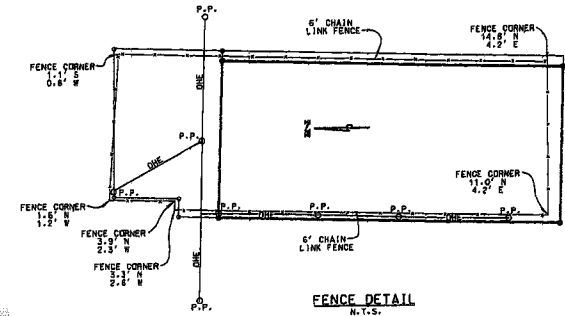
PROJECT: P.B.I.A. LEASE PARCEL W-1
BOUNDARY SURVEY
ONE POINT INC. PARKING LOT LEASE
DESIGN FILE NAME: S-3-07-2763.DGN
DATE: 8-3-07-2763

SHEET: 1
OF: 2
PROJECT NO.: 2007013-10

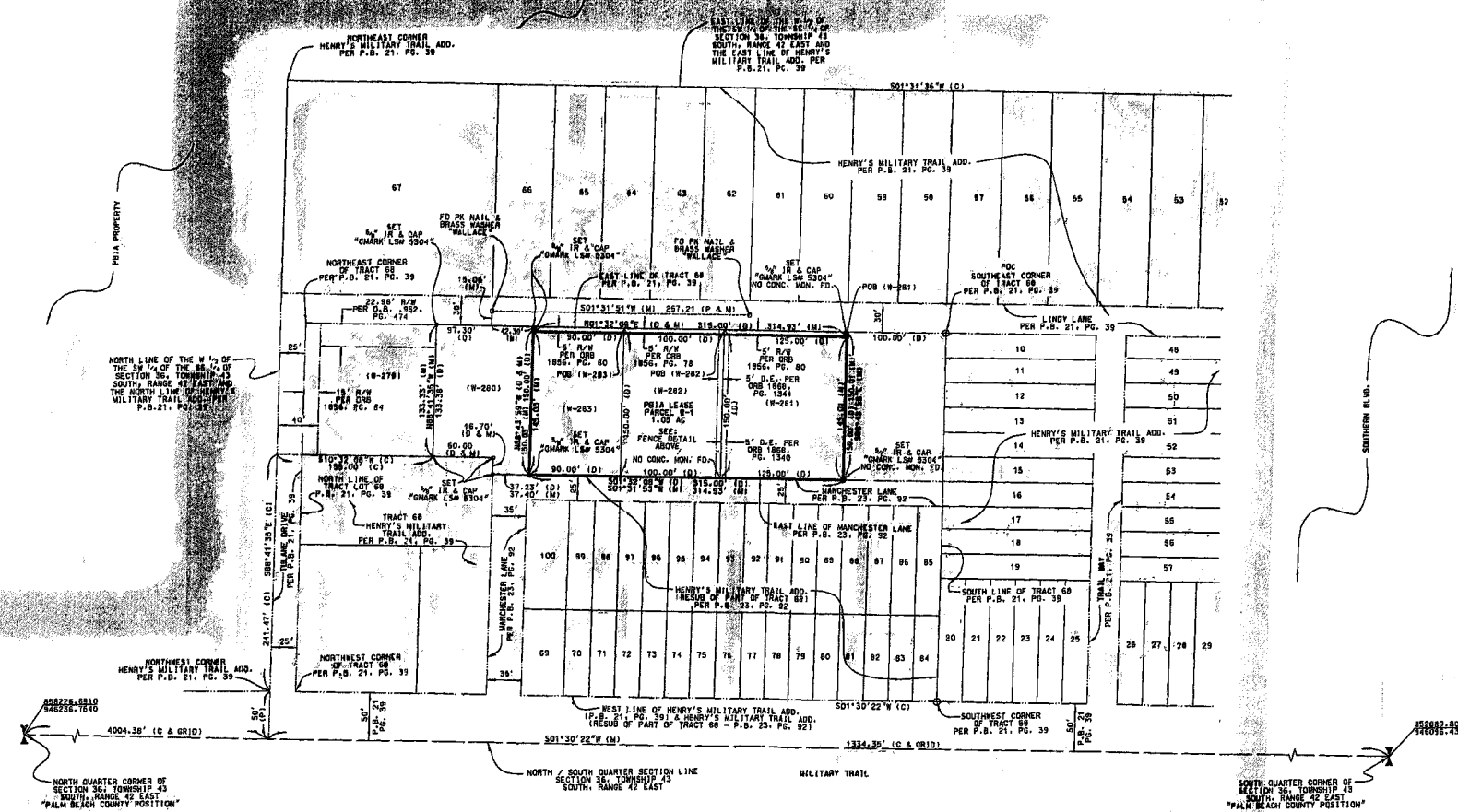
One Point, Inc.
License Agreement for
Short-Term Parking



SCALE: 1" = 60'



FENCE DETAIL
N.T.S.



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2500 NORTH JAG ROAD
WEST PALM BEACH, FL 33411

SCALE: 1" = 50'
APPROVED: S. L. O'CONNELL
DRAWN: S. L. O'CONNELL
CHECKED: W. C. C. [illegible]
DATE: 9/17/07

P.B.I.A. LEASE PARCEL W-1
BOUNDARY SURVEY
ONE POINT INC. PARKING LOT LEASE
DESIGN FILE NO. [illegible]
S-3-07-2765.DGN S-3-07-2763

SHEET: 2
OF: 2
PROJECT NO.: 2007013-10

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/22/2007

PRODUCER Dixie Specialty Risk 4290 10th Ave. No. Suite 102 Lake Worth, FL 33461 561-968-6026		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED One Point, Inc. 106 North Military Trail West Palm Beach, FL 33415 561-436-7782		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Hermatige Holdings, Inc.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN ADDL TR	INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	HCP504833-07	02/12/07	02/12/08	EACH OCCURRENCE \$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
		X Waiver of Sub.				PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ INCLUDED
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Shopping Plaza

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees, and Agents is named as Additional Insured wih respects to the General Liability.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Nancy Beltz</i>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/13/2007	
PRODUCER (561) 998-1570 FAX: (561) 998-2447 Mack Group, Inc. 1900 NW Corporate Blvd. Suite 101 E Boca Raton FL 33431			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Valet and Parking Management Inc. 222 Lakeview Ave. Suite Number 160 - 219 West Palm Beach FL 33401			INSURERS AFFORDING COVERAGE INSURER A: Colony Ins / Gresham INSURER B: INSURER C: INSURER D: INSURER E:		NAIC #
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> NonOwnedUsedInGarBus	GP3389575	2/28/2007	2/28/2008	AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN EAACC \$ 1,000,000 AUTO ONLY: AGG \$ 1,000,000
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Garagekeepers Legal Liability	GP3389575	2/28/2007	2/28/2008	Limit of Liability \$ 1,000,000 Per Vehicle Limit \$100,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Additionally Insured: PB County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.					
CERTIFICATE HOLDER Tel: (561) 471-7412 Fax: (561) 471-7427 Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406 Attn: Jeremy			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jay Mack/ACS		

ACORD 25 (2001/08)

INS025 (0108).08

AMS

Wolters Kluwer Financial Services

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