

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	January 13, 2009	[X] []	Consent Workshop		
Department:	Airports				J
Submitted By:	Department of Airports				
Submitted For:					
	I. EXECUTIV	E BDIE	E		
	i. EXECUTIV	L DIXIL	<u>L.</u>		
Summary: Agreement (R2 Agreement requimprovements v	itle: Staff recommends mothange Agreement with GAM In drainage improvements to Feb On November 20, 2007 the 2007-2071) with GAM Realty, uired GAM to complete the deswithin one year. Delays in the isolistrict (SFWMD) resulted in a	Realty (ruary 18 Board LLC (sign, per suance	(USA), LLC, 3, 2009. approved ar (GAM). The rmitting and co	extending the Easement construction of the South Flo	Exchange Exchange of drainage orida Water
completion of country 18 drainage impro Countywide (J Background are provide drainage east of Congre	onstruction. The First Amendme B, 2009. The SFWMD permit ovements is anticipated to be MB) Ind Justification: Construction of the into the C-51 Canal for the Coss Avenue, south of Palm Beau	ent exter has be comp of the dr ounty's p ch Interr	nds date of co een issued, a leted prior t rainage impro roperty adjac national Airpo	ompletion of cand construct on February vements is ne ent to East G rt. The SFW	onstruction tion of the 18, 2009. ecessary to race Drive, MD permit
completed prior name to GAM F	ed, and construction of the d r to February 18, 2009. On Oct Realty (USA), LLC. The First An d at no cost to either party.	ober 20	, 2008 GAM	Realty, LLC o	hanged its
Attachments: First Amendme	nt to Easement Exchange Agree	ement (1)		
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Recommended	d By: Sun Hell	1		12/9/	08
Approved By:	Department Di County Admini			Date Date	Ϋ́
	County Admin	u.toi		2410	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:					
Fiscal Years	2009	<u>2010</u>	<u>2011</u>	2012	<u>2013</u>	
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)						
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0	
Is Item Included in Current Bu Budget Account No: Fund Repor	dget? Ye Depa ting Catego	es N rtment ry	o Unit	Object	_	
B. Recommended Sources of	Funds/Sum	mary of Fisc	cal Impact:			
No fiscal impact.						
C. Departmental Fiscal Review	w: <u>(</u> 1	ull)iuu-			
	III. REVIEV	V COMMENT	<u>rs</u>			
A. OFMB Fiscal and/or Contra	ıct Developı	nent and Co	ntrol Comme	nts:		
12.2 OFMB	13/19/08 13/19/08		Contract	Dev. and Co	~	lof
B. Legal Sufficiency:				mendment compli view requirements		
Assistant County Attorney	08					
C. Other Department Review:						
Department Director	<u> </u>					

PREPARED BY AND RETURN TO: Laura Beebe, Deputy Director, Airports Business Affairs 846 Palm Beach International Airport West Palm Beach, FL 33406

PCN's: 00-43-44-05-05-000-0181 00-43-44-05-00-003-0030 00-43-44-05-00-003-0040

FIRST AMENDMENT TO EASEMENT EXCHANGE AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT EXCHANGE AGREEMENT (this "First Amendment") is made and entered into_______, 20______, by and between the GAM REALTY, LLC, a Florida limited liability company, (formerly known as GAM REALTY, LLC), whose address is 1449 NW Commerce Centre Drive, Port St. Lucie, Florida 34986, hereinafter referred to as "GAM," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," whose address is 301 North Olive Avenue, West Palm Beach, FL 33401-4791.

WITNESSETH:

WHEREAS, GAM REALTY, LLC, and County entered into that certain Easement Exchange Agreement dated November 20, 2007 (R2007-2071), recorded in Official Record Book 22307, Page 1049, of the public records of Palm Beach County, Florida (the "Easement Exchange Agreement"); and

WHEREAS, by Articles of Amendment to the Articles of Organization of GAM REALTY, LLC, (the "Articles of Amendment") adopted by GAM REALTY, LLC, on October 20, 2008 and filed with the Florida Secretary of State on October 21, 2008, the name of the limited liability company was changed from GAM REALTY, LLC to GAM REALTY (USA), LLC; and

WHEREAS, Paragraph 8.a. of the Easement Exchange Agreement provided that GAM was, within one (1) year of the effective date of the Easement Exchange Agreement, to complete the design, permitting and construction of a connection to the C-51 Canal for legal positive outfall, and other works as detailed in said Paragraph 8.a. of the Easement Exchange Agreement; and

WHEREAS, GAM has requested an extension of the timeframe to complete GAM's obligations under Paragraph 8.a. of the Easement Exchange Agreement; and

WHEREAS, County is agreeable to granting GAM an extension of the timeframe to complete GAM's obligations under Paragraph 8.a. of the Easement Exchange Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

- 1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Easement Exchange Agreement.
- 2. Section 8.a. of the Easement Exchange Agreement is deleted in its entirety and replaced with the following:
 - a. No later than February 18, 2009, GAM shall at its expense design, permit and construct a connection to the C-51 Canal for legal positive outfall, to include two (2) 4' diameter manholes, one (1) 6' diameter manhole, and approximately 434 linear feet of 18" RCP Dry Drainage Pipe (excluding outfall pipe). GAM shall provide the design and all plans and specifications to the County's Department of Airports for review and approval, which approval shall not be unreasonably withheld, prior to submission to the appropriate governmental agencies.
- 3. All of the terms and conditions of the Easement Exchange Agreement shall remain unmodified and in full force and effect and GAM and County hereby ratify, confirm and adopt the Easement Exchange Agreement as amended hereby.
- 4. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be approved by the Palm Beach County Board of County Commissioners on the day and year above written.

ATTEST: SHARON R. BOCK, CLERK AND COMPTROLLER	PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: John F. Koons, Chairman
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By: Jeely Director, Department of Airports
Signed, sealed and delivered in the presence of two subscribing witnesses: Signature Print Name Signature Signature ALAS Print Name	GAM REALTY (USA), LLC, a Florida limited liability company By: Signature Print Name Title (Seal)
STATE OF	day of