

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

6D-5

Meeting Date: June 8, 2010

☐ Consent ☒ Regular
☐ Workshop ☐ Public Hearing

Department: Airports / Facilities Development & Operations

Submitted By: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A. Approve an internal Memorandum of Understanding (MOU) for Property Exchange between the Department of Airports (DOA) and Facilities Development and Operations Department (FDO) providing for the exchange of approximately 16.92 acres of FDO property improved with the Airport Center Hilton Hotel, located at the northeast corner of Australian Avenue at Southern Boulevard (Hotel Property), in exchange for approximately 15.829 acres of unimproved DOA property located at the northwest corner of Congress Avenue at Gun Club Road (Gun Club Property).

B. Adopt a Resolution determining that the Gun Club Property is not necessary for airport purposes and that the disposition of the Gun Club Property shall not impair the operating efficiency of the airport system or reduce the revenue producing capability of the County's Airport System.

C. Authorize the County Administrator or his designee (the DOA Director) to execute any necessary documentation for the release of the Gun Club Property from deed restrictions and Airport Improvement Program (AIP) Grant Assurances with the Federal Aviation Administration.

Summary: The MOU provides for the value-for-value exchange of the Gun Club Property for the Hotel Property. The Hotel Property is improved with a hotel building and ancillary improvements and is operated as the Airport Hilton. The Hotel Property is subject to a Lease Agreement for Hotel Complex (R92-471), as amended (Lease). The Hotel Property is located within the flight path of the Palm Beach International Airport (PBIA). Management of the Lease by DOA will provide DOA with a long-term revenue stream and enable DOA to ensure that future development of the Hotel Property is consistent with the safe and efficient operation of PBIA. The Gun Club Property is located across the street from the Main Jail/PBSO Administrative Complex and is the optimum location for development of facilities to support PBSO operations. Staff recommends that the Gun Club Property be used for development of an Evidence and Impound Facility for PBSO, as it is one of only two properties meeting the operational requirement to be in close proximity to the PBSO Administrative Complex. The MOU is contingent on approval by the Federal Aviation Administration (FAA) and obtaining a Deed of Release from the United States of America, releasing reservations and restrictions on the Gun Club Property set forth in the deed to the County. The Resolution is required for purposes of documenting that the Gun Club Property has been released from the Airport System Revenue Bond Resolution (R-84-427) requirements. **Countywide (HJF / AH)**

Background and Policy Issues: The MOU is intended to formalize the agreement between FDO and DOA regarding the exchange of the Hotel Property and Gun Club Property. Appraisals prepared by Callaway & Price, Inc., and Anderson & Carr, Inc., valued the Hotel Property at \$5,570,000 and \$6,000,000, respectively. Appraisals prepared by Callaway & Price, Inc., and Anderson & Carr, Inc., valued the Gun Club Property at \$6,550,000 and \$5,200,000, respectively. The Hotel Property will be considered part of the County's Airports System upon completion of the exchange and all future Lease payments (currently approximately \$500,000/year) will be considered airport revenue.

Attachments:

1. Location map – Hotel Property
2. Location map – Gun Club Property
3. Memorandum of Understanding for Property Exchange (3)
4. Resolution (2)

Recommended By:

Department Director

Date _____

Approved By:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	-0-				
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0 * see below</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget?	N/A <u>X</u>	Yes	No		
Budget Account No:	Fund	Department	Unit	Object	
	Reporting Category				

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

- * This item will result in a reduction of General Fund revenues of \$500,000/yr. This item will eliminate capital outlay for acquisition of land for the PBSO Evidence and Impound Facility. Department of Aupurt will have an increase of \$500,000/yr. in revenue.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

The cost savings would be using the Gun Club property for the development of a facility to support the PBSO operations. No purchase of new land would be required.

[Signature] 6/3/10
OFMB
5/24/10 6/24/10 6/27/10

[Signature] 6/4/10
Contract Dev. and Control
E. Jones 6/4/10

B. Legal Sufficiency:

[Signature] 6/4/10
Assistant County Attorney

C. Other Department Review:

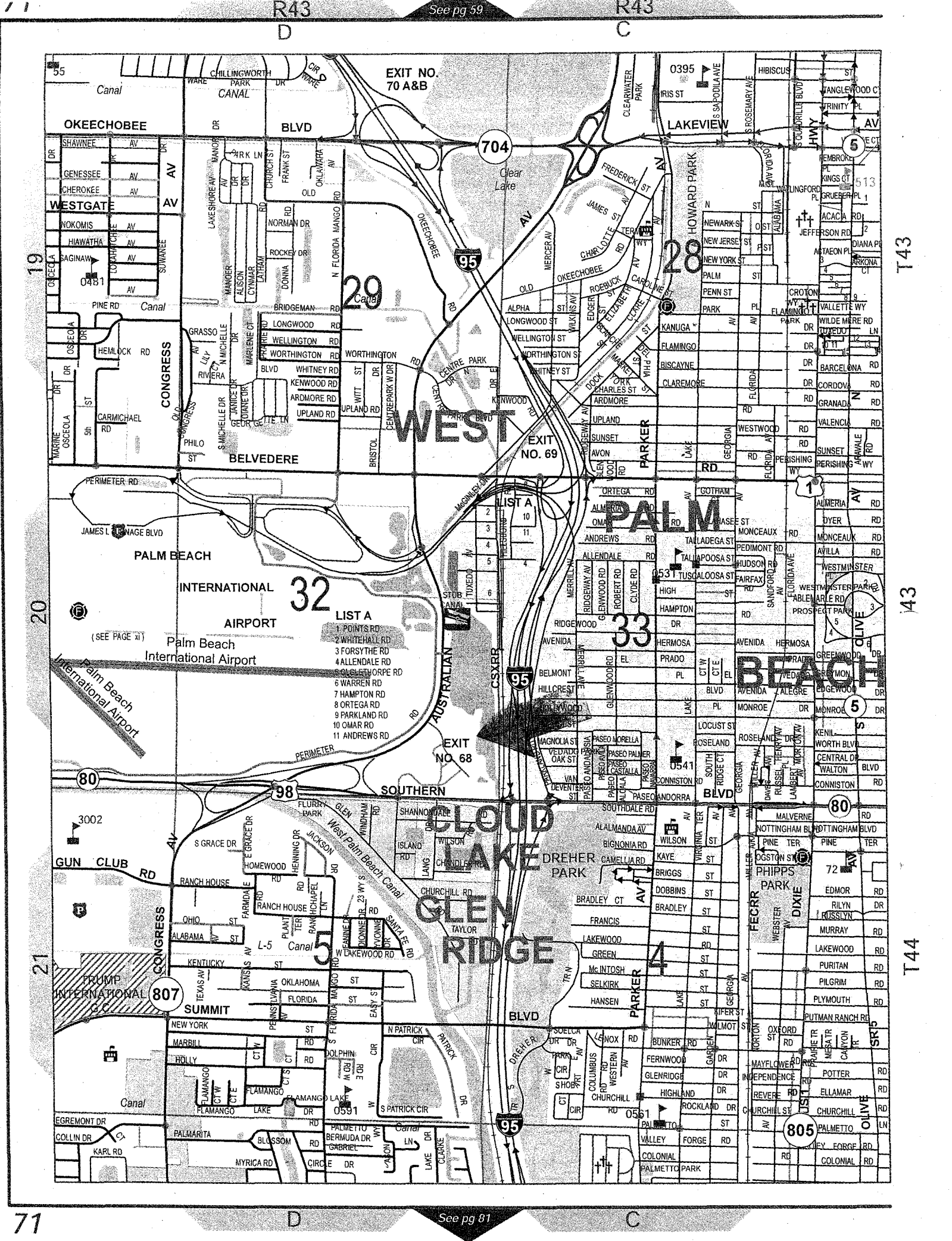
[Signature]
Department Director

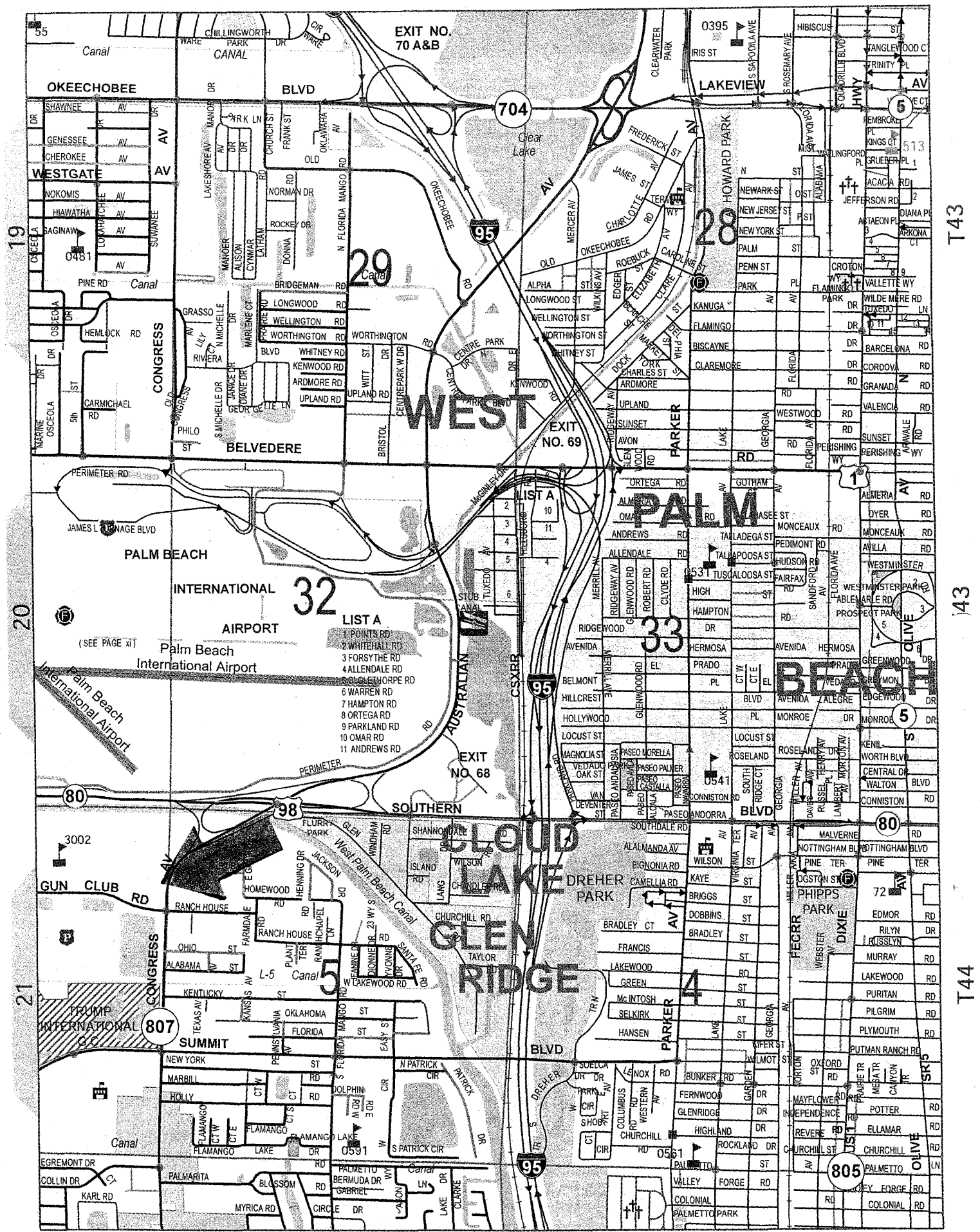
Background and Policy Issues, continued:

It was the County's original plan to consolidate all County and Sheriff (both Corrections and Law Enforcement) operational facilities on the County's 200 acre Section 6 property located between Gun Club Road and Summit Boulevard. The decision to lease 276 acres of Section 6 for the Trump International Golf course required the County to site its operational facilities at Vista Center and left the Sheriff with only 70 acres at Section 6 for the Main Jail, PBSO administration facility and motor pool. Growth of the Sheriff's Office facilities has up to this point been accommodated through the construction of regional facilities such as the Stockade and West County Jail. However, certain functions cannot be decentralized nor removed from other companion functions located at the Administrative offices without compromising law enforcement standards and existing operational efficiencies and creating legal issues. This is especially the case with respect to the Evidence and Impound Facility programmed for the Gun Club Property and the need to be in very close proximity to the crime lab and other evidence processing facilities and functions as typically these functions are co-located.

The MOU requires recordation of a Declaration of Easement and Restrictive Covenants which requires that the use and development of the property be in compliance with all FAA rules and regulations now in existence or hereafter adopted. While Staff does not believe that application of the current rules and regulations would prevent the County from developing and using the property for its intend purpose as a support facility for PBSO, the MOU provides that in the event any such rules and regulations materially impacts the ability of the County to utilize the property for its intended purpose, DOA shall assist FDO in obtaining FAA approval of FDO's development plans, and shall engage consulting services as may be required in connection therewith at DOA's expense.

The transfer of this property will result in the reduction of approximately \$500,000/year in General Fund revenues. However, it will also avoid having to fund the capital cost of acquiring land for the Evidence and Impound facility. The market value of alternate land is essentially equivalent to the appraised value of the Gun Club Property of \$5.9M. However, the Parks and Recreation Department controls 11 acres of land on Kirk Road adjacent to Lake Lytal Park which could be used for this purpose. As Parks is a General Fund supported Department, the Board has the ability to utilize the Kirk Road property for whatever purpose it deems appropriate and without compensating Parks, but Staff would recommend that Parks be provided with replacement land of equal or greater utility.





**MEMORANDUM OF UNDERSTANDING
FOR PROPERTY EXCHANGE**

THIS MEMORANDUM OF UNDERSTANDING FOR PROPERTY EXCHANGE (this "MOU") is made and entered into by and between the Palm Beach County Department of Airports, an administrative department of Palm Beach County ("DOA"), and the Palm Beach County Facilities Development & Operations Department, an administrative department of Palm Beach County ("FDO"), and approved by the Palm Beach County Board of County Commissioners (the "Board") on _____.

WITNESSETH:

WHEREAS, Palm Beach County (the "County"), by and through DOA owns and operates the Palm Beach International Airport ("PBI"), located in Palm Beach County, Florida; and

WHEREAS, FDO desires to use approximately 15.83 acres of undeveloped real property managed by DOA, as more particularly described on the attached Exhibit "A" (the "Gun Club Property"), for general County purposes; and

WHEREAS, appraisals prepared by Callaway & Price, Inc., and Anderson & Carr, Inc., in April 2009 valued the Gun Club Property at \$6,550,000 and \$5,200,000, respectively; and

WHEREAS, DOA desires to include approximately 16.92 acres of real property improved with the 10-story Airport Center Hilton Hotel managed by FDO, as more particularly described on the attached Exhibit "B" (the "Hotel Property"), as part of the County's Airport System (as defined in the Bond Resolution); and

WHEREAS, appraisals prepared by Callaway & Price, Inc., and Anderson & Carr, Inc., in April 2009 valued the Hotel Property at \$5,570,000 and \$6,000,000, respectively; and

WHEREAS, DOA acknowledges that the Hotel Property is subject to the terms and conditions contained in that certain Lease Agreement for Hotel Complex (R92-471), as amended (the "Lease"); and

WHEREAS, the Gun Club Property is part of the County's Airport System (as defined in the Bond Resolution) and is subject to the County's Airport System Revenue Bond Resolution (R-84-1659), as amended and supplemented (the "Bond Resolution"), and federal grant assurance requirements; and

WHEREAS, the Gun Club Property is subject to certain reservations and restrictions (the "Deed Restrictions") imposed by the United States of America (the "Government"), as set forth in that certain Quitclaim Deed recorded in Official Record Book 619, Page 344, of the public records of Palm Beach County; and

WHEREAS, this MOU is an inter-departmental agreement and is intended to formalize the understanding between DOA and FDO regarding the exchange of the Gun Club Property and the Hotel Property, and to ensure that the Bond Resolution and federal grant assurance requirements are satisfied.

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

1. Exchange of Property. DOA agrees to transfer the Gun Club Property from the County's Airport System to FDO for general County purposes and FDO agrees to transfer the Hotel Property to DOA, subject to the terms, covenants, and conditions hereinafter set forth. FDO hereby acknowledges and agrees that the Gun Club Property shall not be considered, administered or determined to be a park, recreational area, or wildlife and waterfowl refuge of national, state or local significance for purposes of Section 4(f) of the Department of Transportation Act of 1966 [Title 49, USC Section 1653(f); amended and recodified in 49 USC Section 303], as now or hereafter amended.

2. Condition of the Property.

A. FDO agrees to accept the Gun Club Property in its "AS IS CONDITION" and acknowledges that DOA has not made any representations whatsoever relating to the Gun Club Property, including, but not limited to, those relating to its value, title, environmental condition, physical condition or any improvements located thereon, or suitability for FDO's intended use.

B. Except as otherwise provided for herein, DOA agrees to accept the Hotel Property in its "AS IS CONDITION" and acknowledges that FDO has not made any representations whatsoever relating to the Hotel Property, including, but not limited to, those relating to its value, title, environmental condition, physical condition or any improvements located thereon, or suitability for the DOA's intended use.

C. DOA shall have the right to obtain a current survey of the Hotel Property and all improvements thereon prior to closing. The survey shall be prepared in accordance with the minimum technical standards for surveys within the State of Florida. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, DOA shall have the right, at its option, to terminate this MOU.

D. As of the Effective Date, FDO certifies, to the best of its knowledge, that there are no: (i) existing defaults under the terms, covenants, and/or conditions of the Lease, or (ii) existing or threatened conditions that, with the giving notice, the passage of time or both, would constitute a default under the terms, covenants and/or conditions of the Lease. FDO shall provide DOA with copies of any notices of violation or default of the Lease occurring on or after the Effective Date.

3. Condition Precedent to Closing.

A. FDO acknowledges that the Gun Club Property is part of the County's Airport System, and as such, is subject to certain agreements between the County and the Federal Aviation Administration ("FAA") (the "Grant Agreements").

B. The parties acknowledge that there are Deed Restrictions on the Gun Club Property that must be released by the Government as an express condition precedent to the parties' obligation to close the transaction contemplated by this MOU.

C. The parties agree that the approval of the FAA authorizing the exchange of the Gun Club Property for the Hotel Property and releasing the Gun Club Property from any and all Grant Agreements entered by and between County and the FAA shall be an express condition precedent to the parties' obligation to close the transaction contemplated by this MOU.

D. DOA shall notify FDO in writing when the aforementioned conditions set forth in Sections 3(B) and 3(C) above have been satisfied. In the event the Government and FAA do not authorize the release of the Gun Club Property from the Deed Restrictions and any and all Grant Agreements, in accordance with the terms and conditions of this MOU, this MOU shall terminate and the parties shall be released from all further obligations under this MOU.

4. Date of Closing. The closing of the transaction contemplated by this MOU shall occur the later of: (i) October 1, 2010; or (ii) within thirty (30) days following satisfaction of the conditions precedent to the parties' obligation to close as set forth in Section 3 above, unless otherwise agreed to by the parties.

5. Closing Documents. At closing, DOA will deliver, or cause to be delivered, to FDO a copy of the fully executed Deed of Release from the Government (the "Deed of Release") and FDO will deliver, or cause to be delivered, to DOA a fully executed Declaration of Easement and Restrictive Covenants in the form attached hereto as Exhibit "C" (the "Declaration"), and any and all documents maintained by FDO related to the Lease. DOA shall record the Deed of Release and the Declaration at DOA's expense. Notwithstanding the foregoing, in the event the FAA requires additional provisions to be included in the Declaration as a condition of authorizing the exchange and release of the Gun Club Property, and the additional provisions are acceptable to FDO, the form of the Declaration shall be modified to include such additional provisions. Upon delivery of the Declaration to DOA by FDO, the Hotel Property will be considered part of the County's Airport System. FDO acknowledges and agrees that any conveyance of an interest in the Gun Club Property shall be subject and subordinate to the easements, covenants and restrictions contained in the Declaration, which may only be amended by an amendment approved by the Board of County Commissioners and the FAA.

6. Release of Grant Agreements and Deed Restrictions. DOA will take all actions necessary to release the Gun Club Property from the Deed Restrictions and to document the removal of the Gun Club Property from the County's Airport System and to ensure compliance with any agreements between the County and the FAA relating to the release of the Gun Club Property from the Grant Agreements.

7. Restriction of Development of the Property. DOA shall at all times keep FDO advised of any changes to its Master Plan for the Airport, which will negatively impact FDO's ability to develop the Gun Club Property for the Sheriff Facility (as hereinafter defined), including any proposed changes to the alignment and length of Runway 14/32. DOA acknowledges that changes to Runway 14/32 have the potential to impact development of the Gun Club Property and agrees to notify FDO regarding the impact of any proposed changes that will negatively impact FDO's ability to develop the Gun Club Property for the Sheriff Facility prior to submitting any proposed changes for approval. Within eighteen (18) months of closing, FDO shall submit a site plan, consistent with the conceptual site plan attached hereto as Exhibit "D" ("Site Plan"), for use by the Sheriff's Office as an Evidence and Impound Facility ("Sheriff Facility") to the FAA for review and approval. In the event the FAA requests modifications to the Site Plan as a result of the FAA Restrictions (as hereinafter defined) which will materially increase the cost of developing the Gun Club Property over the cost that would be incurred for development of another comparable property that is not subject to such FAA Restrictions, DOA shall assist FDO in obtaining the necessary approvals from the FAA to permit the development of the Gun Club Property by FDO for the Sheriff Facility. Such assistance may include hiring appropriate design consultants at DOA's sole cost and expense. For purposes of this paragraph, the term "FAA Restrictions", shall mean all FAA laws, rules, regulations, orders and advisory circulars, as now exist, excluding AC 150/5200-33A, "Hazardous Wildlife Attractants on or Near Airport", AC 150/5300-13 "Airport Design" and with Federal Aviation Regulations, Part 77. In the event FDO fails to timely submit the Site Plan to the FAA as required by this paragraph, DOA shall have no further obligation to assist FDO in obtaining approvals from the FAA. If future changes to Runway 14/32 would permit FDO to construct facilities of a greater intensity and/or height on the Gun Club Property, DOA shall not object to such proposed construction; provided that, the proposed construction is consistent with all applicable local, state and federal laws and FAA regulations, orders and advisory circulars in effect at the time of the construction.

8. Entire Understanding. This MOU represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, whether written or oral, relating to this MOU.

9. Amendment. This MOU may be modified and amended only by written instrument executed by the parties hereto.

10. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this MOU by reference.

11. Effective Date. This MOU shall become effective on the date approved by the Board ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU as of the day and year first above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director, Department of Airports

By: *Rat Amy Wolf*
Director, Facilities Development &
Operations Department

EXHIBIT "A"
TO MEMORANDUM OF UNDERSTANDING FOR PROPERTY EXCHANGE

Legal Description of the Gun Club Property

LEGAL DESCRIPTION OF GUN CLUB PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT 1 & 8, BLOCK 1 OF THE PLAT OF PALM BEACH PLANTATION AS RECORDED IN PLAT BOOK 10, PAGE 20 AND A PORTION OF THE GUN CLUB ROAD RIGHT-OF-WAY AS SHOWN ON ROAD PLAT BOOK 3, PAGE 181 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH $88^{\circ}38'58''$ EAST ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 6, A DISTANCE OF 5330.50 FEET TO THE BASELINE OF SURVEY FOR STATE ROAD 807 - CONGRESS AVENUE, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93120-2517; THENCE NORTH $02^{\circ}31'02''$ EAST ALONG SAID BASELINE, A DISTANCE OF 1174.29 FEET; THENCE NORTH $87^{\circ}28'58''$ WEST AT RIGHT ANGLES TO SAID BASELINE, A DISTANCE OF 154.84 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF CONGRESS AVENUE AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1837 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING. THENCE NORTH $89^{\circ}21'55''$ WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD AS SHOWN ON THE LEGAL AND SKETCH FOR PARCEL NO. 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, A DISTANCE OF 80.51 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 914.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}28'37''$, AN ARC DISTANCE OF 358.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH $66^{\circ}53'18''$ WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.91 FEET; THENCE NORTH $65^{\circ}36'45''$ WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.03 FEET TO THE WEST LINE OF SAID TRACT 8, BLOCK 1; THENCE NORTH $02^{\circ}23'24''$ EAST ALONG THE WEST LINE OF SAID TRACT 8, BLOCK 1 AND THE WEST LINE OF SAID TRACT 1, BLOCK 1, A DISTANCE OF 1148.04 FEET TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF THE C-51 CANAL AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 OF SAID PUBLIC RECORDS; THENCE SOUTH $79^{\circ}11'02''$ EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 610.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1614.17 FEET A RADIAL LINE FROM SAID POINT BEARS NORTH $10^{\circ}48'58''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}03'41''$, AN ARC DISTANCE OF 1.73 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF CONGRESS AVENUE AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION

93580-2601; THENCE SOUTH 02°31'02" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 696.67 FEET TO SAID EXISTING RIGHT-OF-WAY LINE OF CONGRESS AVENUE RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 BEING A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 938.58 FEET A RADIAL LINE FROM SAID POINT BEAR SOUTH 69°15'29" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°13'30", AN ARC DISTANCE OF 298.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°31'02" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 111.23 FEET; THENCE SOUTH 61°17'21" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 59.65 FEET; THENCE SOUTH 02°18'34" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.70 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 15.8290 ACRES OR 689,512 SQUARE FEET MORE OR LESS.

(SURVEYOR'S REPORT: BEARINGS ARE BASED ON AN ASSUMED BEARING OF NORTH 02°31'02" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST (AS SHOWN ON SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.)

EXHIBIT “B”
TO MEMORANDUM OF UNDERSTANDING FOR PROPERTY EXCHANGE
Legal Description of the Hotel Property



W.O. 187-559
07-16-87

ENCH MARK LAND SURVEYING & MAPPING, INC.

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION FOR PARCEL 1 AT PBIA HILTON

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH,
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE
PARTICULARY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION,
THENCE, NORTH 00°05'28" EAST, ALONG THE EAST LINE OF SAID
SECTION, A DISTANCE OF, 100.06 FEET; THENCE, NORTH
87°53'48" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF
SOUTHERN BOULEVARD, A DISTANCE OF, 100.06 FEET; THENCE,
NORTH 00°05'28" EAST, A DISTANCE OF, 264.50 FEET; THENCE,
NORTH 29°34'32" WEST, A DISTANCE OF, 300.00 FEET; THENCE,
NORTH 00°00'00" EAST, A DISTANCE OF, 233.00 FEET; THENCE,
NORTH 90°00'00" WEST, A DISTANCE OF, 155.00 FEET; THENCE,
NORTH 00°00'00" EAST, A DISTANCE OF, 155.00 FEET; THENCE,
NORTH 35°00'00" EAST, A DISTANCE OF, 60.00 FEET; THENCE,
NORTH 40°00'00" WEST, A DISTANCE OF, 90.00 FEET; THENCE,
NORTH 14°00'00" EAST, A DISTANCE OF, 40.00 FEET; THENCE,
NORTH 67°00'00" WEST, A DISTANCE OF, 40.00 FEET; THENCE,
NORTH 07°30'00" EAST, A DISTANCE OF, 28.64 FEET; TO THE
POINT OF BEGINNING;

THENCE, NORTH 87°53'39" WEST, A DISTANCE OF, 23.77 FEET;
THENCE, SOUTH 14°14'14" WEST, A DISTANCE OF, 135.00 FEET;
THENCE, SOUTH 47°21'00" WEST, A DISTANCE OF, 403.82 FEET;
TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF
59.96 FEET; AND WHOSE RADIUS POINT BEARS SOUTH 42°40'17"
EAST; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 90°00'00" A DISTANCE OF, 94.18 FEET TO
THE END OF SAID CURVE; THENCE, SOUTH 47°19'43" WEST, A
DISTANCE OF, 105.00 FEET; THENCE, NORTH 42°38'59" WEST, A
DISTANCE OF, 180.00 FEET; THENCE, NORTH 47°21'01" EAST, A
DISTANCE OF, 34.00 FEET; THENCE, NORTH 42°38'59" WEST, A
DISTANCE OF, 95.53 FEET; THENCE, NORTH 47°21'01" EAST, A
DISTANCE OF, 71.00 FEET; TO THE POINT OF CURVATURE OF A
CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 105.74 FEET;
THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF 53°00'25" A DISTANCE OF, 97.82 FEET TO THE END OF SAID
CURVE; THENCE, NORTH 02°04'21" EAST, A DISTANCE OF, 333.44
FEET; THENCE, NORTH 87°55'39" WEST, A DISTANCE OF, 93.07
FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE,
SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
51°54'27" A DISTANCE OF, 54.36 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A
RADIUS OF 14.30 FEET; THENCE, WESTERLY ALONG SAID CURVE,
THROUGH A CENTRAL ANGLE OF 85°33'08" A DISTANCE OF, 21.35
FEET TO THE POINT OF TANGENCY; THENCE, NORTH 54°16'58"
WEST, A DISTANCE OF, 53.47 FEET; TO A POINT ON A CURVE
CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1444.35 FEET; AND
WHOSE RADIUS POINT BEARS NORTH 56°26'46" WEST; THENCE,
NORTHEASTERLY ALONG SAID CURVE AND THE EASTERLY RIGHT OF
WAY LINE OF AUSTRALIAN AVENUE, THROUGH A CENTRAL ANGLE OF
19°23'35" A DISTANCE OF, 488.87 FEET TO THE END OF SAID
CURVE; THENCE, SOUTH 78°01'17" EAST, A DISTANCE OF, 80.00
FEET; THENCE, SOUTH 08°00'00" EAST, A DISTANCE OF, 132.00
FEET; THENCE, SOUTH 68°00'00" EAST, A DISTANCE OF, 205.00
FEET; THENCE, SOUTH 48°05'00" EAST, A DISTANCE OF, 170.00
FEET; THENCE, SOUTH 78°17'00" EAST, A DISTANCE OF, 60.00
FEET; THENCE, SOUTH 07°30'00" WEST, A DISTANCE OF, 181.36
FEET; TO THE POINT OF BEGINNING.

CONTAINING 8.00 ACRES MORE OR LESS

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS
AND RIGHTS OF WAY OF RECORD.



W.O. 187-555
07-16-87

BENCH MARK LAND SURVEYING & MAPPING, INC

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION FOR PARCEL 2 AT PBIA HILTON

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION, THENCE, NORTH 00°05'28" EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF, 100.06 FEET; THENCE, NORTH 87°53'48" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SOUTHERN BOULEVARD, A DISTANCE OF, 100.06 FEET; THENCE, NORTH 00°05'28" EAST, A DISTANCE OF, 264.50 FEET; TO THE POINT OF BEGINNING;

THENCE, SOUTH 00°05'28" WEST, A DISTANCE OF, 41.17 FEET; TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 73°04'05" WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°37'02" A DISTANCE OF, 46.19 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 87°27'03" WEST, A DISTANCE OF, 198.18 FEET; TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 48.01 FEET; AND WHOSE RADIUS POINT BEARS NORTH 02°32'05" EAST; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°05'42" A DISTANCE OF, 98.11 FEET TO THE END OF SAID CURVE; THENCE, NORTH 47°21'00" EAST, A DISTANCE OF, 65.00 FEET; THENCE, NORTH 42°39'00" WEST, A DISTANCE OF, 158.00 FEET; THENCE, SOUTH 47°21'00" WEST, A DISTANCE OF, 120.00 FEET; THENCE, NORTH 42°38'59" WEST, A DISTANCE OF, 393.55 FEET; TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 30.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 47°19'43" EAST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF, 47.12 FEET TO THE END OF SAID CURVE; THENCE, NORTH 47°21'00" EAST, A DISTANCE OF, 314.57 FEET; THENCE, SOUTH 42°39'00" EAST, A DISTANCE OF, 77.44 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 112.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 57°53'05" WEST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°02'34" A DISTANCE OF, 58.73 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 02°04'21" EAST, A DISTANCE OF, 90.00 FEET; THENCE, SOUTH 87°55'39" EAST, A DISTANCE OF, 20.00 FEET; THENCE, NORTH 02°04'21" EAST, A DISTANCE OF, 125.00 FEET; THENCE, SOUTH 87°55'39" EAST, A DISTANCE OF, 5.00 FEET; THENCE, SOUTH 07°30'00" WEST, A DISTANCE OF, 28.64 FEET; THENCE, SOUTH 67°00'00" EAST, A DISTANCE OF, 40.00 FEET; THENCE, SOUTH 14°00'00" WEST, A DISTANCE OF, 40.00 FEET; THENCE, SOUTH 40°00'00" EAST, A DISTANCE OF, 90.00 FEET; THENCE, SOUTH 35°00'00" WEST, A DISTANCE OF, 60.00 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF, 155.00 FEET; THENCE, NORTH 90°00'00" EAST, A DISTANCE OF, 155.00 FEET; THENCE, SOUTH 00°00'00" EAST, A DISTANCE OF, 235.00 FEET; THENCE, SOUTH 29°54'32" EAST, A DISTANCE OF, 300.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 5.87 ACRES MORE OR LESS

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

SUITE 121 • 4152 W. BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404 • (305) 848-2102



W.O. 187-555
07-16-87

ENCH MARK LAND SURVEYING & MAPPING, INC

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION FOR PARCEL 3 AT PBIA HILTON

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH,
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION,
THENCE, NORTH 00°05'28" EAST, ALONG THE EAST LINE OF SAID
SECTION, A DISTANCE OF, 100.06 FEET; THENCE, NORTH
87°53'48" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF
SOUTHERN BOULEVARD, A DISTANCE OF, 100.06 FEET; THENCE,
CONTINUE, NORTH 87°53'48" WEST, ALONG SAID LINE, A
DISTANCE OF, 951.48 FEET; TO THE POINT OF BEGINNING;

THENCE, NORTH 06°55'46" EAST, A DISTANCE OF, 50.03 FEET;
THENCE, NORTH 38°58'29" EAST, A DISTANCE OF, 41.77 FEET;
THENCE, NORTH 46°51'18" EAST, A DISTANCE OF, 91.73 FEET;
THENCE, NORTH 47°24'25" EAST, A DISTANCE OF, 44.12 FEET;
THENCE, NORTH 42°35'25" WEST, A DISTANCE OF, 55.34 FEET;
TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF
35.74 FEET; AND WHOSE RADIUS POINT BEARS NORTH 47°24'35"
EAST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 45°29'57" A DISTANCE OF, 28.38 FEET TO
THE END OF SAID CURVE; THENCE, NORTH 02°54'32" EAST, A
DISTANCE OF, 120.00 FEET; THENCE, NORTH 47°21'00" EAST, A
DISTANCE OF, 107.83 FEET; THENCE, NORTH 42°38'59" WEST, A
DISTANCE OF, 37.25 FEET; THENCE, NORTH 47°21'00" EAST, A
DISTANCE OF, 160.00 FEET; THENCE, SOUTH 42°38'59" EAST, A
DISTANCE OF, 363.54 FEET; TO A POINT ON A CURVE CONCAVE
WESTERLY HAVING A RADIUS OF 20.00 FEET; AND WHOSE RADIUS
POINT BEARS SOUTH 47°21'00" WEST; THENCE, SOUTHERLY ALONG
SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A
DISTANCE OF, 31.42 FEET TO THE POINT OF TANGENCY; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 39.00 FEET; THENCE,
NORTH 42°39'00" WEST, A DISTANCE OF, 80.00 FEET; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 298.00 FEET; THENCE,
SOUTH 42°39'00" EAST, A DISTANCE OF, 18.00 FEET; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 37.36 FEET; THENCE,
NORTH 42°35'25" WEST, A DISTANCE OF, 90.00 FEET; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 73.87 FEET; TO THE
POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING
A RADIUS OF 50.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID
CURVE, THROUGH A CENTRAL ANGLE OF 45°14'48" A DISTANCE OF,
39.49 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH
02°06'12" WEST, A DISTANCE OF, 49.90 FEET; THENCE, NORTH
87°53'48" WEST, ALONG SAID LINE, A DISTANCE OF, 57.40
FEET; TO THE POINT OF BEGINNING.

CONTAINING 2.61 ACRES MORE OR LESS

Less and except the right-of-way described in the Stipulated Order of Taking
recorded in ORB 13280 Page 0617 of the Public Records of Palm Beach County,
Florida

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS
AND RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION OF HEALTH CLUB PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE NORTH 00°05'28" EAST, A DISTANCE OF 100.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD NO. 80); THENCE NORTH 87°53'48" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.06 FEET; THENCE NORTH 00°05'28" EAST, A DISTANCE OF 223.33 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 73°04'05" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°37'02" A DISTANCE OF 46.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°27'03" WEST, A DISTANCE OF 198.18 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 48.01 FEET AND WHOSE RADIUS POINT BEARS NORTH 02°32'05" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 117°05'42" A DISTANCE OF 98.11 FEET TO THE END OF SAID CURVE FOR A POINT OF BEGINNING;

THENCE NORTH 47°21'00" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 42°39'00" WEST A DISTANCE OF 158.00 FEET;
THENCE SOUTH 47°21'00" WEST A DISTANCE OF 120.00 FEET;
THENCE SOUTH 42°39'00" EAST A DISTANCE OF 158.00 FEET;
THENCE NORTH 47°21'00" EAST A DISTANCE OF 55.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES, MORE OR LESS.

G:\Property Mgmt Section\In Lease\Airport Hilton Hotel\Amendment 3\legal description of leased property.docx
1/22/2010 3:29 PM

EXHIBIT "A"

LEASED PROPERTY

LEGAL DESCRIPTION OF HEALTH CLUB PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE NORTH 00°05'28" EAST, A DISTANCE OF 100.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD NO. 80); THENCE NORTH 87°53'48" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.06 FEET; THENCE NORTH 00°05'28" EAST, A DISTANCE OF 223.33 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 73°04'05" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°37'02" A DISTANCE OF 46.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°27'03" WEST, A DISTANCE OF 198.18 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 48.01 FEET AND WHOSE RADIUS POINT BEARS NORTH 02°32'05" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 117°05'42" A DISTANCE OF 98.11 FEET TO THE END OF SAID CURVE FOR A POINT OF BEGINNING;

THENCE NORTH 47°21'00" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 42°39'00" WEST A DISTANCE OF 158.00 FEET;
THENCE SOUTH 47°21'00" WEST A DISTANCE OF 120.00 FEET;
THENCE SOUTH 42°39'00" EAST A DISTANCE OF 158.00 FEET;
THENCE NORTH 47°21'00" EAST A DISTANCE OF 55.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES, MORE OR LESS.

EXHIBIT "C"
TO MEMORANDUM OF UNDERSTANDING FOR PROPERTY EXCHANGE
Declaration of Easement and Restrictive Covenants

Prepared by and return to:
Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

PCN: a portion of 00-43-44-06-00-000-1010

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS (this "Declaration") is made this _____ day of _____, 20__ by Palm Beach County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, County is the proprietor and operator of the Palm Beach International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, County is the owner of that certain real property situated in the County of Palm Beach, State of Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as the "Gun Club Property"); and

WHEREAS, County requested the Federal Aviation Administration ("FAA") to release the Gun Club Property from the terms, conditions, reservations and restrictions contained in all Grant Agreements between County and the FAA; and

WHEREAS, the FAA has agreed to release County from the terms, conditions, reservations and restrictions of the Grant Agreements applicable to the Gun Club Property upon the condition that County reserve a right of flight for the passage of aircraft in the airspace above the Gun Club Property and impose certain restrictions on the use of the Gun Club Property.

NOW, THEREFORE, County hereby declares that the Gun Club Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth, which shall constitute covenants running with the land and will be binding on all parties having any right, title or interest in the Gun Club Property.

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. County reserves unto itself, its successors and assigns, for the use and benefit of the public and the Airport a right of flight for the passage of aircraft in the airspace above the surface of the Gun Club Property, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in said airspace, for use of said airspace for landing on, or taking off from or operating on the Airport.

3. County expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the Gun Club Property to such a height so as to comply with Federal Aviation Regulations, Part 77, as now or hereafter amended. Objects of natural growth include, without limitation, trees and other vegetation.

4. County expressly agrees for itself, its successors and assigns to prevent any use of the Gun Club Property which would interfere with the landing or takeoff of aircraft at the Airport or interfere with air navigation and/or communication facilities serving the Airport, or otherwise constitute an airport hazard.

5. County expressly agrees for itself, its successors and assigns that the Gun Club Property shall only be used for purposes that are compatible with noise levels generated by aircraft using the Airport. The Gun Club Property shall not be used for educational facilities or residential purposes, which purposes include, without limitation, single family and multi-family residential structures, and mobile homes. The prohibition against use of the Gun Club Property for educational facilities includes, without limitation, a prohibition against use of the Gun Club Property for daycare or preschool facilities.

6. The use of the Gun Club Property shall be in compliance with all FAA laws, rules, regulations, orders and advisory circulars, as now or hereafter amended, including, without limitation, AC 150/5200-33A, "Hazardous Wildlife Attractants on or Near Airport" and AC 150/5300-13 "Airport Design" (the "FAA Restrictions").

7. County expressly agrees for itself and its successors and assigns, that the Gun Club Property shall not be considered, administered or designated as a public park, recreation area or wildlife and waterfowl refuge of national, state or local significance for purposes of Section 4(f) of the Department of Transportation Act of 1966 [Title 49, USC Section 1653(f); amended and recodified in 49 USC Section 303], as now or hereafter amended (the "Act"). County, as the official having jurisdiction over the Gun Club Property, hereby acknowledges and agrees that any use of the Gun Club Property for park or recreational purposes, now or in the future, shall be considered insignificant for purposes of the Act.

8. In order to ensure the perpetual nature of the easements, covenants and restrictions contained in this Declaration, County expressly agrees for itself, its successors and assigns that the restrictions contained in this Declaration shall be referenced in any subsequent instruments of conveyance granting an interest in the Gun Club Property, including, without limitation, deeds and grants of easement interests. The recording book and page of record of this Declaration shall be included in all instruments of conveyance granting an interest in the Gun Club Property.

9. The easements created and reserved hereby shall not be extinguished by operation of law, including, without limitation, the doctrines of merger or unity of title and shall inure to the benefit of County and run with the land and encumber and burden the Gun Club Property upon the conveyance thereof by County.

10. County expressly agrees for itself, its successors and assigns, to be bound by and to observe and comply with all restrictions, covenants, conditions and obligations contained herein. "Successors and assigns" as used herein, includes, without limitation, invitees, permittees and others who may use or be upon the Gun Club Property, and/or their respective officers, agents and employees.

11. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

12. The provisions of this Declaration may be amended only by written instrument executed by County and any amendments shall be subject to approval of the FAA.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties have executed this Declaration on the date set forth hereinabove.

ATTEST:
Sharon R. Bock
Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Director, Department of Airports

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: *R. Anthony Wolf*
Director, Facilities Development &
Operations Department

EXHIBIT "A"
TO DECLARATION OF EASEMENT & RESTRICTIVE COVENANTS

Legal Description of the Gun Club Property

LEGAL DESCRIPTION OF GUN CLUB PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT 1 & 8, BLOCK 1 OF THE PLAT OF PALM BEACH PLANTATION AS RECORDED IN PLAT BOOK 10, PAGE 20 AND A PORTION OF THE GUN CLUB ROAD RIGHT-OF-WAY AS SHOWN ON ROAD PLAT BOOK 3, PAGE 181 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 88°38'58" EAST ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 6, A DISTANCE OF 5330.50 FEET TO THE BASELINE OF SURVEY FOR STATE ROAD 807 - CONGRESS AVENUE, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93120-2517; THENCE NORTH 02°31'02" EAST ALONG SAID BASELINE, A DISTANCE OF 1174.29 FEET; THENCE NORTH 87°28'58" WEST AT RIGHT ANGLES TO SAID BASELINE, A DISTANCE OF 154.84 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF CONGRESS AVENUE AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1837 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING. THENCE NORTH 89°21'55" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD AS SHOWN ON THE LEGAL AND SKETCH FOR PARCEL NO. 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, A DISTANCE OF 80.51 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 914.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'37", AN ARC DISTANCE OF 358.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH 66°53'18" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.91 FEET; THENCE NORTH 65°36'45" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.03 FEET TO THE WEST LINE OF SAID TRACT 8, BLOCK 1; THENCE NORTH 02°23'24" EAST ALONG THE WEST LINE OF SAID TRACT 8, BLOCK 1 AND THE WEST LINE OF SAID TRACT 1, BLOCK 1, A DISTANCE OF 1148.04 FEET TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF THE C-51 CANAL AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 OF SAID PUBLIC RECORDS; THENCE SOUTH 79°11'02" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 610.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1614.17 FEET A RADIAL LINE FROM SAID POINT BEARS NORTH 10°48'58" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'41", AN ARC DISTANCE OF 1.73 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF CONGRESS AVENUE AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION

93580-2601; THENCE SOUTH 02°31'02" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 696.67 FEET TO SAID EXISTING RIGHT-OF-WAY LINE OF CONGRESS AVENUE RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 BEING A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 938.58 FEET A RADIAL LINE FROM SAID POINT BEAR SOUTH 69°15'29" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°13'30", AN ARC DISTANCE OF 298.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°31'02" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 111.23 FEET; THENCE SOUTH 61°17'21" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 59.65 FEET; THENCE SOUTH 02°18'34" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.70 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 15.8290 ACRES OR 689,512 SQUARE FEET MORE OR LESS.

(SURVEYOR'S REPORT: BEARINGS ARE BASED ON AN ASSUMED BEARING OF NORTH 02°31'02" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST (AS SHOWN ON SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.)

EXHIBIT "D"
TO MEMORANDUM OF UNDERSTANDING FOR PROPERTY EXCHANGE
Conceptual Site Plan

RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; DETERMINING THAT CERTAIN REAL PROPERTY LOCATED ON THE PALM BEACH INTERNATIONAL AIRPORT IS NOT NECESSARY FOR AIRPORT PURPOSES; THAT THE DISPOSITION OF SUCH PROPERTY BY THE COUNTY SHALL NOT IMPAIR THE OPERATING EFFICIENCY OF THE AIRPORT SYSTEM OR REDUCE THE REVENUE-PRODUCING CAPABILITY OF THE AIRPORT SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984 (R-84-1659), as amended and supplemented (the "Bond Resolution"), the County has issued Airport System Revenue Bonds; and

WHEREAS, in order to dispose of real property existing as part of the Airport System (as defined in the Bond Resolution), Section 708 of the Bond Resolution requires the County to make a determination that such real property is not necessary, useful or profitable in the operation of the Airport System; and

WHEREAS, the Facilities Development and Operations Department desires to use certain real property located on the Palm Beach International Airport, as more particularly described on Exhibit "A", attached hereto and made a part hereof, (hereinafter referred to as the "Gun Club Property"), for general County purposes, which real property is currently part of the Airport System; and

WHEREAS, the Board of County Commissioners of Palm Beach County is satisfied that the Gun Club Property is required for general County purposes and is not necessary, useful or profitable in the operation of the Airport System; and

WHEREAS, the Department of Airports will receive certain real property adjacent to the Palm Beach International Airport from the Facilities Development and Operations Department to be included as part of the Airport System, as more particularly described in Exhibit "B", attached hereto and made a part hereof, (hereinafter referred to as the "Hotel Property"), in exchange for the Gun Club Property, which constitutes fair and reasonable value for the Gun Club Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners of Palm Beach County hereby determines that: (a) the Gun Club Property is not necessary, useful or profitable in the operation of the Airport System; (b) the exchange of the Gun Club Property for the Hotel Property will not impair the operating efficiency of the Airport System or reduce the revenue-producing capability of the Airport System; and (c) the Hotel Property constitutes fair and reasonable value for the Gun Club Property.

Section 3. The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER BURT AARONSON, CHAIR
COMMISSIONER KAREN T. MARCUS, VICE CHAIR
COMMISSIONER JOHN F. KOONS
COMMISSIONER SHELLEY VANA
COMMISSIONER STEVEN L. ABRAMS
COMMISSIONER JESS R. SANTAMARIA
COMMISSIONER PRISCILLA A. TAYLOR

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 20____.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF THE GUN CLUB PROPERTY

LEGAL DESCRIPTION OF GUN CLUB PROPERTY

A PARCEL OF LAND BEING A PORTION OF TRACT 1 & 8, BLOCK 1 OF THE PLAT OF PALM BEACH PLANTATION AS RECORDED IN PLAT BOOK 10, PAGE 20 AND A PORTION OF THE GUN CLUB ROAD RIGHT-OF-WAY AS SHOWN ON ROAD PLAT BOOK 3, PAGE 181 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH $88^{\circ}38'58''$ EAST ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 6, A DISTANCE OF 5330.50 FEET TO THE BASELINE OF SURVEY FOR STATE ROAD 807 - CONGRESS AVENUE, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93120-2517; THENCE NORTH $02^{\circ}31'02''$ EAST ALONG SAID BASELINE, A DISTANCE OF 1174.29 FEET; THENCE NORTH $87^{\circ}28'58''$ WEST AT RIGHT ANGLES TO SAID BASELINE, A DISTANCE OF 154.84 FEET TO THE EXISTING WEST RIGHT-OF-WAY LINE OF CONGRESS AVENUE AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1837 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING. THENCE NORTH $89^{\circ}21'55''$ WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF GUN CLUB ROAD AS SHOWN ON THE LEGAL AND SKETCH FOR PARCEL NO. 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER, A DISTANCE OF 80.51 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 914.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}28'37''$, AN ARC DISTANCE OF 358.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH $66^{\circ}53'18''$ WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.91 FEET; THENCE NORTH $65^{\circ}36'45''$ WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.03 FEET TO THE WEST LINE OF SAID TRACT 8, BLOCK 1; THENCE NORTH $02^{\circ}23'24''$ EAST ALONG THE WEST LINE OF SAID TRACT 8, BLOCK 1 AND THE WEST LINE OF SAID TRACT 1, BLOCK 1, A DISTANCE OF 1148.04 FEET TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF THE C-51 CANAL AS RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 OF SAID PUBLIC RECORDS; THENCE SOUTH $79^{\circ}11'02''$ EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 610.28 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1614.17 FEET A RADIAL LINE FROM SAID POINT BEARS NORTH $10^{\circ}48'58''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}03'41''$, AN ARC DISTANCE OF 1.73 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF CONGRESS AVENUE AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION

93580-2601; THENCE SOUTH $02^{\circ}31'02''$ WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 696.67 FEET TO SAID EXISTING RIGHT-OF-WAY LINE OF CONGRESS AVENUE RECORDED IN OFFICIAL RECORD BOOK 10803, PAGE 1835 BEING A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 938.58 FEET A RADIAL LINE FROM SAID POINT BEAR SOUTH $69^{\circ}15'29''$ EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ}13'30''$, AN ARC DISTANCE OF 298.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $02^{\circ}31'02''$ WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 111.23 FEET; THENCE SOUTH $61^{\circ}17'21''$ WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 59.65 FEET; THENCE SOUTH $02^{\circ}18'34''$ WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.70 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 15.8290 ACRES OR 689,512 SQUARE FEET MORE OR LESS.

(SURVEYOR'S REPORT: BEARINGS ARE BASED ON AN ASSUMED BEARING OF NORTH $02^{\circ}31'02''$ EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST (AS SHOWN ON SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.)

EXHIBIT "B"
LEGAL DESCRIPTION OF THE HOTEL PROPERTY



ENCH MARK LAND SURVEYING & MAPPING, INC.

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION FOR PARCEL 1 AT PBIA HILTON

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH,
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION,
THENCE, NORTH 00°05'28" EAST, ALONG THE EAST LINE OF SAID
SECTION, A DISTANCE OF, 100.06 FEET; THENCE, NORTH
87°53'48" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF
SOUTHERN BOULEVARD, A DISTANCE OF, 100.06 FEET; THENCE,
NORTH 00°05'28" EAST, A DISTANCE OF, 264.30 FEET; THENCE,
NORTH 29°54'32" WEST, A DISTANCE OF, 300.00 FEET; THENCE,
NORTH 00°00'00" EAST, A DISTANCE OF, 233.00 FEET; THENCE,
NORTH 90°00'00" WEST, A DISTANCE OF, 135.00 FEET; THENCE,
NORTH 00°00'00" EAST, A DISTANCE OF, 135.00 FEET; THENCE,
NORTH 35°00'00" EAST, A DISTANCE OF, 60.00 FEET; THENCE,
NORTH 40°00'00" WEST, A DISTANCE OF, 90.00 FEET; THENCE,
NORTH 14°00'00" EAST, A DISTANCE OF, 40.00 FEET; THENCE,
NORTH 67°00'00" WEST, A DISTANCE OF, 40.00 FEET; THENCE,
NORTH 07°30'00" EAST, A DISTANCE OF, 28.64 FEET; TO THE
POINT OF BEGINNING;

THENCE, NORTH 87°53'39" WEST, A DISTANCE OF, 23.77 FEET;
THENCE, SOUTH 14°14'14" WEST, A DISTANCE OF, 135.00 FEET;
THENCE, SOUTH 47°21'00" WEST, A DISTANCE OF, 403.82 FEET;
TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF
59.96 FEET; AND WHOSE RADIUS POINT BEARS SOUTH 42°40'17"
EAST; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 90°00'00" A DISTANCE OF, 94.18 FEET TO
THE END OF SAID CURVE; THENCE, SOUTH 47°19'43" WEST, A
DISTANCE OF, 105.00 FEET; THENCE, NORTH 42°38'59" WEST, A
DISTANCE OF, 180.00 FEET; THENCE, NORTH 47°21'01" EAST, A
DISTANCE OF, 34.00 FEET; THENCE, NORTH 42°38'59" WEST, A
DISTANCE OF, 95.53 FEET; THENCE, NORTH 47°21'01" EAST, A
DISTANCE OF, 71.00 FEET; TO THE POINT OF CURVATURE OF A
CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 105.74 FEET;
THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF 53°00'25" A DISTANCE OF, 97.82 FEET TO THE END OF SAID
CURVE; THENCE, NORTH 02°04'21" EAST, A DISTANCE OF, 333.44
FEET; THENCE, NORTH 87°55'39" WEST, A DISTANCE OF, 93.07
FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE
SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE,
SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
51°54'27" A DISTANCE OF, 54.36 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A
RADIUS OF 14.30 FEET; THENCE, WESTERLY ALONG SAID CURVE,
THROUGH A CENTRAL ANGLE OF 85°33'08" A DISTANCE OF, 21.35
FEET TO THE POINT OF TANGENCY; THENCE, NORTH 54°16'58"
WEST, A DISTANCE OF, 53.47 FEET; TO A POINT ON A CURVE
CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1444.35 FEET; AND
WHOSE RADIUS POINT BEARS NORTH 56°26'46" WEST; THENCE,
NORTHEASTERLY ALONG SAID CURVE AND THE EASTERLY RIGHT OF
WAY LINE OF AUSTRALIAN AVENUE, THROUGH A CENTRAL ANGLE OF
19°23'35" A DISTANCE OF, 488.87 FEET TO THE END OF SAID
CURVE; THENCE, SOUTH 78°01'17" EAST, A DISTANCE OF, 80.00
FEET; THENCE, SOUTH 08°00'00" EAST, A DISTANCE OF, 132.00
FEET; THENCE, SOUTH 68°00'00" EAST, A DISTANCE OF, 205.00
FEET; THENCE, SOUTH 48°05'00" EAST, A DISTANCE OF, 170.00
FEET; THENCE, SOUTH 78°17'00" EAST, A DISTANCE OF, 60.00
FEET; THENCE, SOUTH 07°30'00" WEST, A DISTANCE OF, 181.36
FEET; TO THE POINT OF BEGINNING.

CONTAINING 8.00 ACRES MORE OR LESS

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS
AND RIGHTS OF WAY OF RECORD.



ENCH MARK LAND SURVEYING & MAPPING, INC

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION FOR PARCEL 2 AT PHIA HILTON

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH,
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION,
THENCE, NORTH $00^{\circ}05'28''$ EAST, ALONG THE EAST LINE OF SAID
SECTION, A DISTANCE OF, 100.06 FEET; THENCE, NORTH
 $87^{\circ}53'48''$ WEST, ALONG THE NORTH RIGHT OF WAY LINE OF
SOUTHERN BOULEVARD, A DISTANCE OF, 100.06 FEET; THENCE,
NORTH $00^{\circ}05'28''$ EAST, A DISTANCE OF, 264.50 FEET; TO THE
POINT OF BEGINNING;

THENCE, SOUTH $00^{\circ}05'28''$ WEST, A DISTANCE OF, 41.17 FEET;
TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A
RADIUS OF 35.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH
 $73^{\circ}04'05''$ WEST; THENCE, SOUTHWESTERLY ALONG SAID CURVE,
THROUGH A CENTRAL ANGLE OF $75^{\circ}37'02''$ A DISTANCE OF, 46.19
FEET TO THE POINT OF TANGENCY; THENCE, NORTH $87^{\circ}27'03''$
WEST, A DISTANCE OF, 198.18 FEET; TO A POINT ON A CURVE
CONCAVE NORTHEASTERLY HAVING A RADIUS OF 48.01 FEET; AND
WHOSE RADIUS POINT BEARS NORTH $02^{\circ}32'05''$ EAST; THENCE,
NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
 $117^{\circ}05'42''$ A DISTANCE OF, 98.11 FEET TO THE END OF SAID
CURVE; THENCE, NORTH $47^{\circ}21'00''$ EAST, A DISTANCE OF, 65.00
FEET; THENCE, NORTH $42^{\circ}39'00''$ WEST, A DISTANCE OF, 158.00
FEET; THENCE, SOUTH $47^{\circ}21'00''$ WEST, A DISTANCE OF, 120.00
FEET; THENCE, NORTH $42^{\circ}38'59''$ WEST, A DISTANCE OF, 393.55
FEET; TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A
RADIUS OF 30.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH
 $47^{\circ}19'43''$ EAST; THENCE, NORTHERLY ALONG SAID CURVE,
THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ A DISTANCE OF, 47.12
FEET TO THE END OF SAID CURVE; THENCE, NORTH $47^{\circ}21'00''$
EAST, A DISTANCE OF, 314.57 FEET; THENCE, SOUTH $42^{\circ}39'00''$
EAST, A DISTANCE OF, 77.44 FEET; TO A POINT ON A CURVE
CONCAVE WESTERLY HAVING A RADIUS OF 112.00 FEET; AND WHOSE
RADIUS POINT BEARS NORTH $57^{\circ}53'05''$ WEST; THENCE, NORTHERLY
ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $30^{\circ}02'34''$ A
DISTANCE OF, 58.73 FEET TO THE POINT OF TANGENCY; THENCE,
NORTH $02^{\circ}04'21''$ EAST, A DISTANCE OF, 90.00 FEET; THENCE,
SOUTH $87^{\circ}55'39''$ EAST, A DISTANCE OF, 20.00 FEET; THENCE,
NORTH $02^{\circ}04'21''$ EAST, A DISTANCE OF, 125.00 FEET; THENCE,
SOUTH $87^{\circ}55'39''$ EAST, A DISTANCE OF, 5.00 FEET; THENCE,
SOUTH $07^{\circ}30'00''$ WEST, A DISTANCE OF, 28.64 FEET; THENCE,
SOUTH $67^{\circ}00'00''$ EAST, A DISTANCE OF, 40.00 FEET; THENCE,
SOUTH $14^{\circ}00'00''$ WEST, A DISTANCE OF, 40.00 FEET; THENCE,
SOUTH $40^{\circ}00'00''$ EAST, A DISTANCE OF, 90.00 FEET; THENCE,
SOUTH $35^{\circ}00'00''$ WEST, A DISTANCE OF, 60.00 FEET; THENCE,
SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF, 155.00 FEET; THENCE,
NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF, 155.00 FEET; THENCE,
SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF, 235.00 FEET; THENCE,
SOUTH $29^{\circ}54'32''$ EAST, A DISTANCE OF, 300.00 FEET; TO THE
POINT OF BEGINNING.

CONTAINING 5.87 ACRES MORE OR LESS

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS
AND RIGHTS OF WAY OF RECORD.

SUITE 121 • 4152 W. BLUE HERON BLVD.
RIVIERA BEACH, FLORIDA 33404 • (305) 848-2102



ENCH MARK LAND SURVEYING & MAPPING, INC

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION FOR PARCEL 3 AT PBIA HILTON

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH,
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION,
THENCE, NORTH 00°05'28" EAST, ALONG THE EAST LINE OF SAID
SECTION, A DISTANCE OF, 100.06 FEET; THENCE, NORTH
87°53'48" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF
SOUTHERN BOULEVARD, A DISTANCE OF, 100.06 FEET; THENCE,
CONTINUE, NORTH 87°53'48" WEST, ALONG SAID LINE, A
DISTANCE OF, 951.48 FEET; TO THE POINT OF BEGINNING;

THENCE, NORTH 06°55'46" EAST, A DISTANCE OF, 50.03 FEET;
THENCE, NORTH 38°58'29" EAST, A DISTANCE OF, 41.77 FEET;
THENCE, NORTH 46°51'18" EAST, A DISTANCE OF, 91.73 FEET;
THENCE, NORTH 47°24'25" EAST, A DISTANCE OF, 44.12 FEET;
THENCE, NORTH 42°35'25" WEST, A DISTANCE OF, 55.34 FEET;
TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF
35.74 FEET; AND WHOSE RADIUS POINT BEARS NORTH 47°24'35"
EAST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 45°29'57" A DISTANCE OF, 28.38 FEET TO
THE END OF SAID CURVE; THENCE, NORTH 02°54'32" EAST, A
DISTANCE OF, 120.00 FEET; THENCE, NORTH 47°21'00" EAST, A
DISTANCE OF, 107.83 FEET; THENCE, NORTH 42°38'59" WEST, A
DISTANCE OF, 37.25 FEET; THENCE, NORTH 47°21'00" EAST, A
DISTANCE OF, 160.00 FEET; THENCE, SOUTH 42°38'59" EAST, A
DISTANCE OF, 363.54 FEET; TO A POINT ON A CURVE CONCAVE
WESTERLY HAVING A RADIUS OF 20.00 FEET; AND WHOSE RADIUS
POINT BEARS SOUTH 47°21'00" WEST; THENCE, SOUTHERLY ALONG
SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" A
DISTANCE OF, 31.42 FEET TO THE POINT OF TANGENCY; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 39.00 FEET; THENCE,
NORTH 42°39'00" WEST, A DISTANCE OF, 80.00 FEET; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 298.00 FEET; THENCE,
SOUTH 42°39'00" EAST, A DISTANCE OF, 18.00 FEET; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 37.36 FEET; THENCE,
NORTH 42°35'25" WEST, A DISTANCE OF, 90.00 FEET; THENCE,
SOUTH 47°21'00" WEST, A DISTANCE OF, 73.87 FEET; TO THE
POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING
A RADIUS OF 50.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID
CURVE, THROUGH A CENTRAL ANGLE OF 45°14'48" A DISTANCE OF,
39.49 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH
02°06'12" WEST, A DISTANCE OF, 49.90 FEET; THENCE, NORTH
87°53'48" WEST, ALONG SAID LINE, A DISTANCE OF, 57.40
FEET; TO THE POINT OF BEGINNING.

CONTAINING 2.61 ACRES MORE OR LESS

Less and except the right-of-way described in the Stipulated Order of Taking
recorded in ORB 13280 Page 0617 of the Public Records of Palm Beach County,
Florida

SUBJECT TO EXISTING EASEMENTS, RESERVATIONS, RESTRICTIONS
AND RIGHTS OF WAY OF RECORD.

EXHIBIT "A"

LEASED PROPERTY

LEGAL DESCRIPTION OF HEALTH CLUB PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE NORTH 00°05'28" EAST, A DISTANCE OF 100.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD NO. 80); THENCE NORTH 87°53'48" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.06 FEET; THENCE NORTH 00°05'28" EAST, A DISTANCE OF 223.33 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 73°04'05" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°37'02" A DISTANCE OF 46.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°27'03" WEST, A DISTANCE OF 198.18 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 48.01 FEET AND WHOSE RADIUS POINT BEARS NORTH 02°32'05" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 117°05'42" A DISTANCE OF 98.11 FEET TO THE END OF SAID CURVE FOR A POINT OF BEGINNING;

THENCE NORTH 47°21'00" EAST A DISTANCE OF 65.00 FEET;
THENCE NORTH 42°39'00" WEST A DISTANCE OF 158.00 FEET;
THENCE SOUTH 47°21'00" WEST A DISTANCE OF 120.00 FEET;
THENCE SOUTH 42°39'00" EAST A DISTANCE OF 158.00 FEET;
THENCE NORTH 47°21'00" EAST A DISTANCE OF 55.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES, MORE OR LESS.