



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this 18 day of MAY, 2010, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Centerport, Inc. a Florida corporation whose principal place of business is located at 1301 N. Perimeter Road, West Palm Beach, FL 33406, 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 as 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 non-exclusive, 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, which is the subject of this Agreement, is 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 commence on June 1, 2010 (the "Commencement Date") and expire on June 30, 2010 (the "Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, either party may elect to not 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. The Initial Term and Renewal Term shall be collectively referred to as the "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 Two Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$2,975.00) together with applicable sales taxes thereon. For each Renewal Term, Licensee shall pay County, for the use and occupancy of the Property, a license fee in the amount of Two Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$2,975.00) per month, together with applicable sales taxes thereon. 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 with the first payment becoming due and payable on the Commencement Date.

**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 bulk storage. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

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.

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 County 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 earlier 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, gender identity or expression, religion, marital status, age, familial status, 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, gender identity or expression, 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 was 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 maintain the Property free of trash and debris. 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, if any. 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 Property, and for the prevention of unauthorized access to the Property. 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 insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated 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.

**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 earlier 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 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 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 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 Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (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, Anotices@) 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:

Centerport, Inc.  
Attn: James B. Spies, President  
1301 N. Perimeter Road  
West Palm Beach, FL 33406  
Fax: (561) 687-0204

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

**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.

**WITNESSES:**

Connie Shoffner

Signature

Connie Shoffner

Typed or Printed Name

Ray Walter

Signature

RAY WALTER

Typed or Printed Name

**PALM BEACH COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

By: [Signature]

Director, Department of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

**WITNESSES:**

Noreen Phillips

Signature

NOREEN Phillips

Typed or Printed Name

[Signature]

Signature

Thomas J. Oliver

Typed or Printed Name

**LICENSEE:**

Centerport, Inc.

By: [Signature]

James B. Spies, President

(Corporate Seal)

**EXHIBIT "A"**  
**THE PROPERTY**

**Unit 1310-A, containing 4,471 square feet, more or less, as identified on Boundary and Limited Topographic Survey of Lease Parcel N-12 (Cargo Building 1300)**



# COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS  
PROJECT NO. 2008013-04

## BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-12 (CARGO FACILITY BUILDING 1300)

KAREN T. MARCUS  
DISTRICT 1

JOHN F. KOONS  
DISTRICT 2

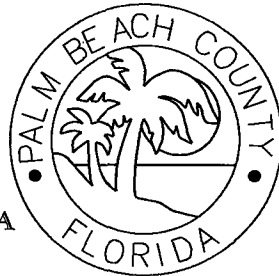
ROBERT J. KANJIAN  
DISTRICT 3

MARY McCARTY  
DISTRICT 4

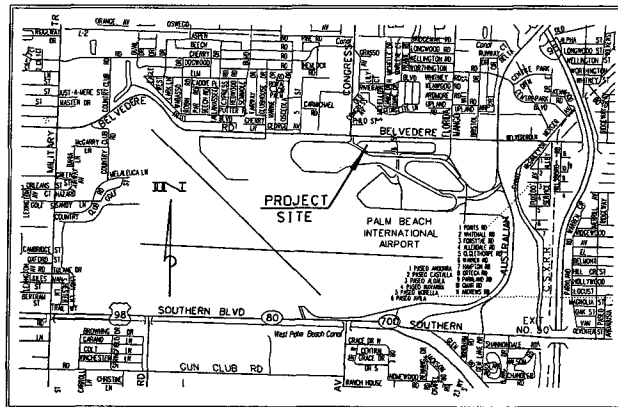
BURT AARONSON  
DISTRICT 5

JESS R. SANTAMARIA  
DISTRICT 6

ADDIE L. GREENE  
DISTRICT 7



SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP  
N.T.S.

PROPERTY DESCRIPTION  
PB1A LEASE PARCEL N-12  
(CARGO FACILITY BUILDING 1300)

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 88°26'54" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 331.15 FEET; THENCE SOUTH 01°33'06" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 56.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°26'54" EAST PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 328.27 FEET; THENCE SOUTH 01°11'00" WEST, A DISTANCE OF 324.06 FEET; THENCE NORTH 88°26'54" WEST PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 275.19 FEET; THENCE NORTH 01°34'27" WEST, A DISTANCE OF 10.45 FEET; THENCE NORTH 88°26'54" WEST PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 12.28 FEET; THENCE SOUTH 01°33'06" WEST, A DISTANCE OF 18.42 FEET; THENCE NORTH 88°26'54" WEST PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 136.95 FEET; THENCE NORTH 89°21'51" WEST, A DISTANCE OF 111.15 FEET; THENCE NORTH 01°58'24" EAST, A DISTANCE OF 287.71 FEET TO THE POINT OF BEGINNING.

**SURVEYOR'S REPORT**

THE PROPERTY AS SURVEYED CONTAINS 3.897 ACRES OR 169,756 SQUARE FEET MORE OR LESS.

THE CLIENT REQUESTED ONLY A LIMITED AMOUNT OF TOPOGRAPHIC INFORMATION FEATURES BE INCLUDED ON THIS SURVEY. ON SITE VERTICAL TOPOGRAPHY AND THE LOCATION, SIZE AND SPECIES OF TREES WERE NOT REQUESTED TO BE SHOWN BY THE CLIENT. APPARENT USAGES (ENCROACHMENTS) ALONG THE BOUNDARY LINES WERE LOCATED AT THE CLIENT'S REQUEST. THIS SURVEY IS FOR LEASING PURPOSES AND NOT FOR THE CONVEYANCE OF LAND.

BEARINGS ON THIS SURVEY ARE BASED ON A GRID (NAD 83/90) BEARING OF SOUTH 88°26'54" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA 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 IN 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.

SURVEY IS NOT BASED ON ANY ABSTRACT OR TITLE POLICY. CLIENT REQUESTED THE SURVEY TO BE DONE WITHOUT THAT INFORMATION BEING PROVIDED.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 11237, PAGE 4 - DATED 02/12/08. INSTRUMENTS USED WERE THE TOPCON GTS 93 AND HUSKY DATA COLLECTOR (GREY).

THE FILE NAMES ARE 2008013-04.PRJ., 2008013-04.DAT., 08013-04.ZAK., 2008013-04 (PB1A LEASE PARCEL N-12) NOTES.DOC AND 5-3-08-2812.DGN.

FIELD WORK COMPLETED ON 03/04/08.

LEGAL ACCESS TO THE PARCELS IS PROVIDED VIA BELVEDERE TO THE NORTH THRU AN AIRPORT ACCESS ROAD (NO RECORD INFORMATION PROVIDED)

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAR NET PRO VERSION 6.0.15. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATED CONTROL POINTS WERE RECOVERED FROM A PREVIOUS BOUNDARY SURVEY PROJECT NO. 85222 - DRAWING NO. 03-09-1376 ON RECORD IN THE OFFICE OF THE COUNTY ENGINEER. TWO MONUMENTS WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT. SECTION WAS BROKEN DOWN IN ACCORDANCE WITH PALM BEACH COUNTY SECTION CORNER POSITIONS. SEE CERTIFIED CORNER RECORDS 94087, 94088, 94089 & 94090.

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

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

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

DATE OF AERIAL PHOTO BY OTHERS 01/29/2007 TO 03/09/2007. THIS IS AN ORTHORECTIFIED OR ORTHO-PHOTO. THE PHOTO WAS NOT CONTROLLED, TARGETED OR FIELD VERIFIED BY THE SIGNING SURVEYOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

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 = 1.00004878  
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 & LIMITED TOPOGRAPHIC 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 61C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK PLS  
FLORIDA CERTIFICATE NO. 5304

DATE \_\_\_\_\_

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES

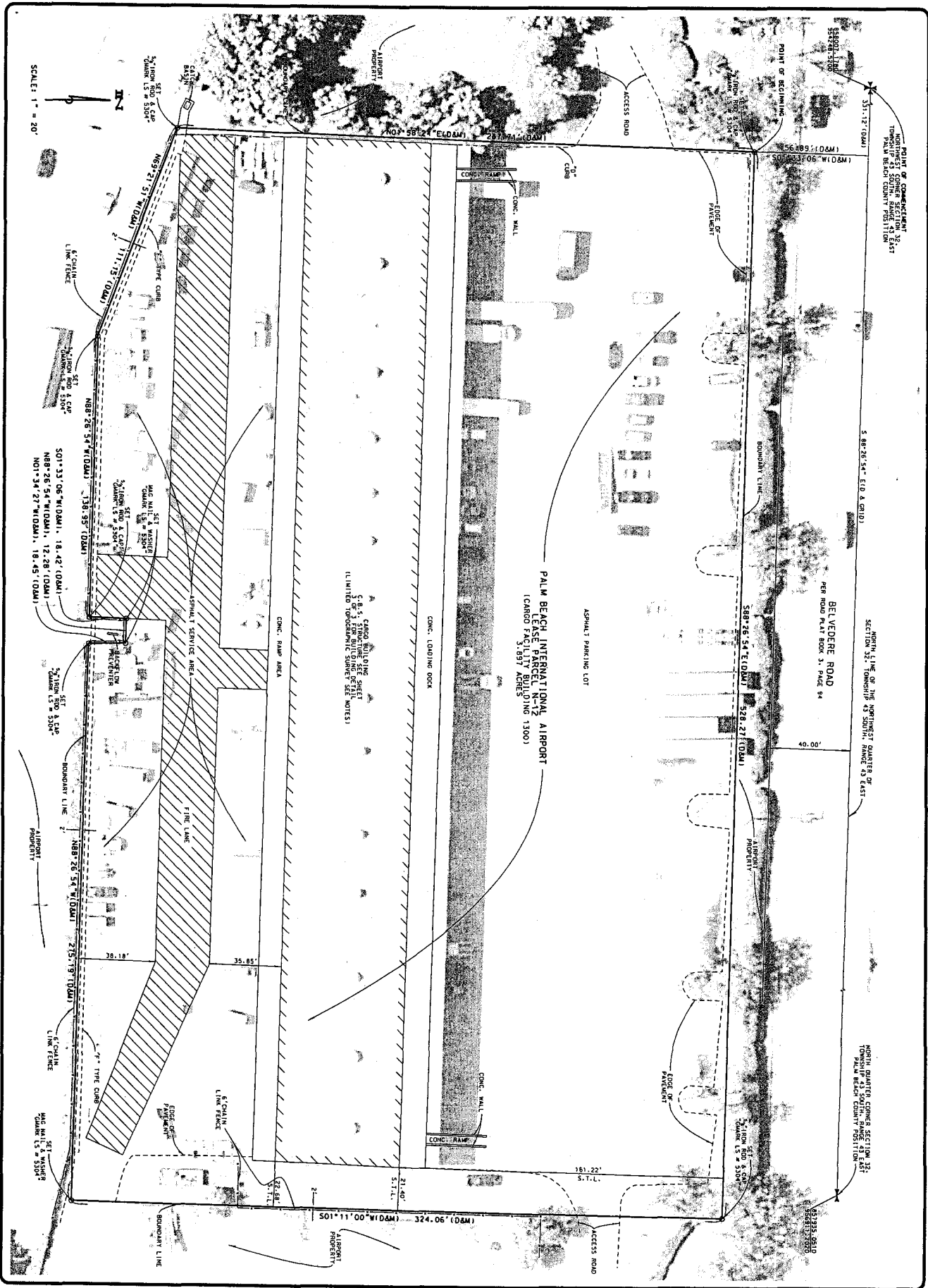
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

NO.	REVISION	DATE

SCALE: AS NOTED  
APPROVED: G.W.M.  
DRAWN: E.A.O.  
CHECKED: W.C.E.  
DATE DRAWN: 02/27/08  
FIELD BOOK NO. 11237

PROJECT	BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-12 (CARGO FACILITY BUILDING 1300)
DRAWING NO.	S-3-08-2812
DESIGN FILE NAME	S-3-08-2812.DGN

SHEET: 1
OF: 3
PROJECT NO. 2008013-04



PROJECT: **BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-12 (CARGO FACILITY BUILDING 1300)**

DESIGN FILE NAME: **S-5-06-2612.DGN**

DRAWING NO.: **S-5-06-2612**

NO.	REVISION	BY	DATE
1	CHANGE LABELS	GMW	5/6/09

SCALE: AS NOTED

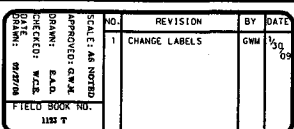
APPROVED: G.M.W.

DRAWN: S.A.D.

CHECKED: W.A.Z.

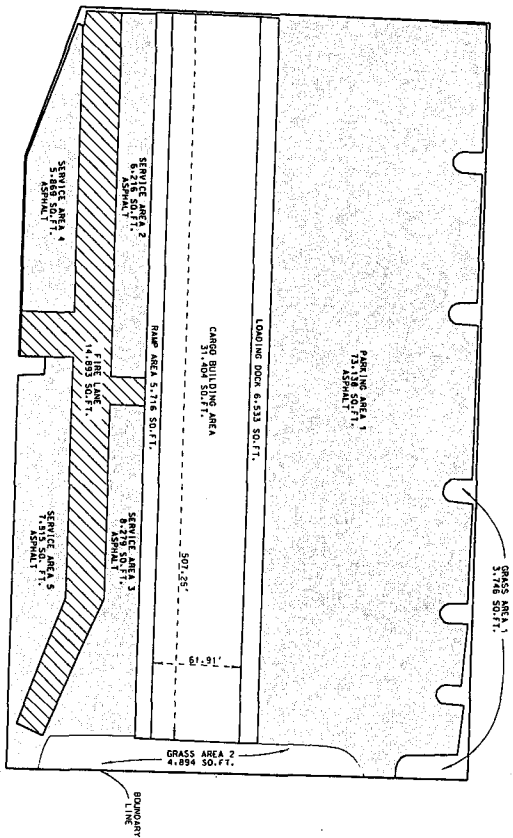
DATE: 05/06/09

FIELD BOOK NO. 1193 F



**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES**

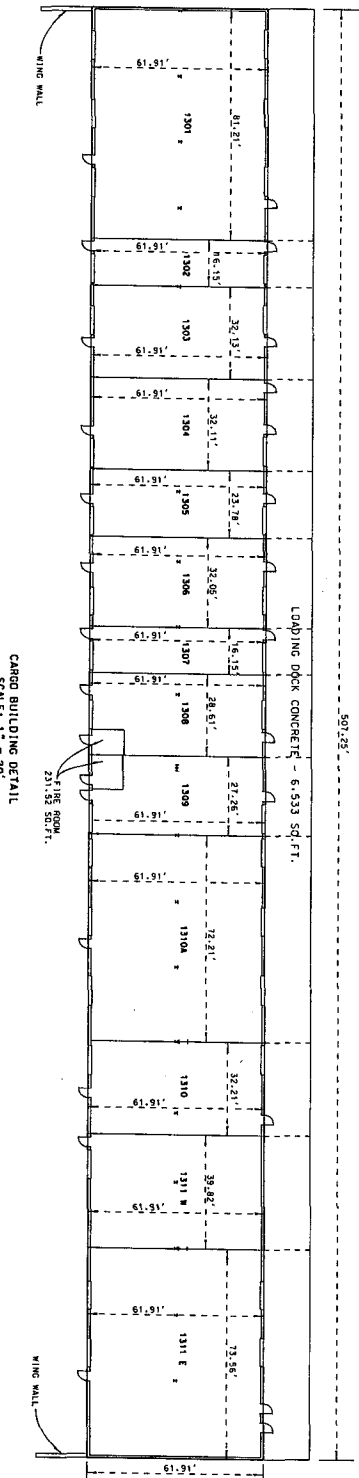
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411



LEASE AREA DETAIL  
BOUNDARY INFORMATION  
SCALE: 1" = 40'

TABULAR QUANT

1301	=	4,028	SQ. FT.
1302	=	1,008	SQ. FT.
1303	=	1,392	SQ. FT.
1304	=	1,298	SQ. FT.
1305	=	1,284	SQ. FT.
1306	=	1,522	SQ. FT.
1308	=	1,522	SQ. FT.
1309	=	1,522	SQ. FT.
1310A	=	4,471	SQ. FT.
1310B	=	1,284	SQ. FT.
1311E	=	2,424	SQ. FT.
1311F	=	4,234	SQ. FT.
1308	=	CONC.	99 SQ. FT.
1309	=	CONC.	133 SQ. FT.
TOTAL	=	231,408	SQ. FT.



CARGO BUILDING DETAIL  
SCALE: 1" = 20'

LEGEND  
 (LOAD) = FIELD & MEASURED  
 S.F.T. = SQUARE FEET  
 S.F.T.L. = SQUARE TIE LINE  
 S. = SURVEY TIE LINE  
 \* = FIELD TO BEAM  
 \* = FIELD TO COLUMN  
 U = 3' SWINGING DOOR

CARGO SIDE VIEW DETAIL  
SCALE: 1" = 20'

PROJECT NO. 20081020-04  
 SHEETS: 3  
 OF: 3

PROJECT: **BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-12 (CARGO FACILITY BUILDING 1500)**  
 DESIGN FILE NAME: 9-5-06-2612.DGN  
 DRAWING NO.: S-5-06-2612

APPROVED FOR CONSTRUCTION

SCALE: AS NOTED  
 APPROVED FOR CONSTRUCTION: E.A.D.  
 CHECKED: W.A.L.  
 DATE: 11/15/06  
 DRAWN: W.A.W.  
 FIELD BOOK NO.: 189 Y

NO.	REVISION	BY	DATE
1	CHANGE LABELS	OWH	5/9/06



**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES**  
 2300 NORTH JOG ROAD  
 WEST PALM BEACH, FL 33411

## EXHIBIT "B" INSURANCE

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, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

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 the 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.

Additional Insured. Licensee shall endorse the 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.

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.

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.

**CONSENT TO ASSIGNMENT SUBLEASE**

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, "COUNTY", by and through its Department of Airports, under that certain Lease Agreement (R-2000-1067), as amended with **Galaxy Aviation of Palm Beach, Inc.**, the "LESSEE", dated October 18, 2000, hereby consents to LESSEE's entering into an Assignment and Assumption of Sublease Agreement, the "Sublease Agreement", with **FPL Group, Inc.** ("SUBLESSEE"), and **Florida Power & Light Company**, dated May 5, 2010, for the leasing of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease Agreement to the contrary, the COUNTY hereby rejects any such provision in the Sublease Agreement, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease Agreement which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms the Sublease Agreement.

LESSEE further acknowledges and agrees that it shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this \_\_\_\_ day of MAY 19 2010 200\_\_, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: *Sam Pelly*  
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: *Anne Helgert*  
County Attorney