

3H-10

Agenda Item #:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 7, 2010 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Memorandum of Understanding (MOU) for Lease of Property between Department of Airports (Department) and Facilities Development & Operations (FDO) for the lease of a portion of the Belvedere Road/5th Street property (Belvedere Property).

Summary: This MOU provides for the use of: i) approximately 11,492 square feet in Building 502 through March 31, 2011, with automatic monthly renewals thereafter, and ii) approximately 8,250 square feet in Building 508 through December 31, 2013. While FDO is the lessee, Building 502 is occupied by Head Start until the completion of the Four Points renovations. Building 508 is occupied by the Clerk and Comptroller until such time that County-owned space is available. FDO will pay a monthly rental fee of \$5,263.34 for Building 502 and an annual rental fee of \$45,375 for Building 508. Appraisals obtained through the Department's appraisal process valued the market rental value for Buildings 502 and 508 at \$5.50 per square foot. Both parties have the right to terminate this MOU regarding Building 508 upon 60 days notice to the other party; however, FDO's right to terminate commences upon the MOU's effective date and the Department's right commences as of January 1, 2013. (PREM) District 2 (HJF)

Background and Justification: In 2008, the Board approved an MOU (R2008-0961) between the Department and FDO whereby FDO leased a portion of the Belvedere Property for use by FDO for County purposes until alternative facilities could be acquired or constructed for the County operations housed in the Belvedere Property. The Department and FDO entered into the First Amendment to MOU (R2009-0289) and the Second Amendment to MOU (R2010-0078) in order to provide for FDO's continued use of certain buildings located on the Belvedere Property and the early surrender of other buildings located on the Belvedere Property. FDO's continued need for use of Building 502 is a result of construction delays in the completion of renovations at Four Points, which is anticipated to be completed by April 2011. In addition, FDO will continue to occupy Building 508 until an alternative facility can be located to accommodate the Clerk of Court's records storage needs.

- 1. Location Map
2. Memorandum of Understanding
3. BAS

Recommended By: [Signature] 11/5/10
Department Director Date
Approved By: [Signature] 11/29/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>49,821.27</u>	<u>45,375</u>	<u>45,375</u>	<u>11,343.75</u>	
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>49,821.27</u>	<u>45,375</u>	<u>45,375</u>	<u>11,343.75</u>	
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 4410
 Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

FDO will pay a monthly rental fee of \$5,263 for building 502 and an annual rental of \$45,375 for building 508.

[Signature]
 OFMB
 11/22/10 11/22/10

[Signature] 11/23/10
 Contract Development and Control
 G. Jones 11/23/10
 This MOU complies with our review requirements.

B. Legal Sufficiency:

[Signature] 11/24/10
 Assistant County Attorney

C. Other Department Review:

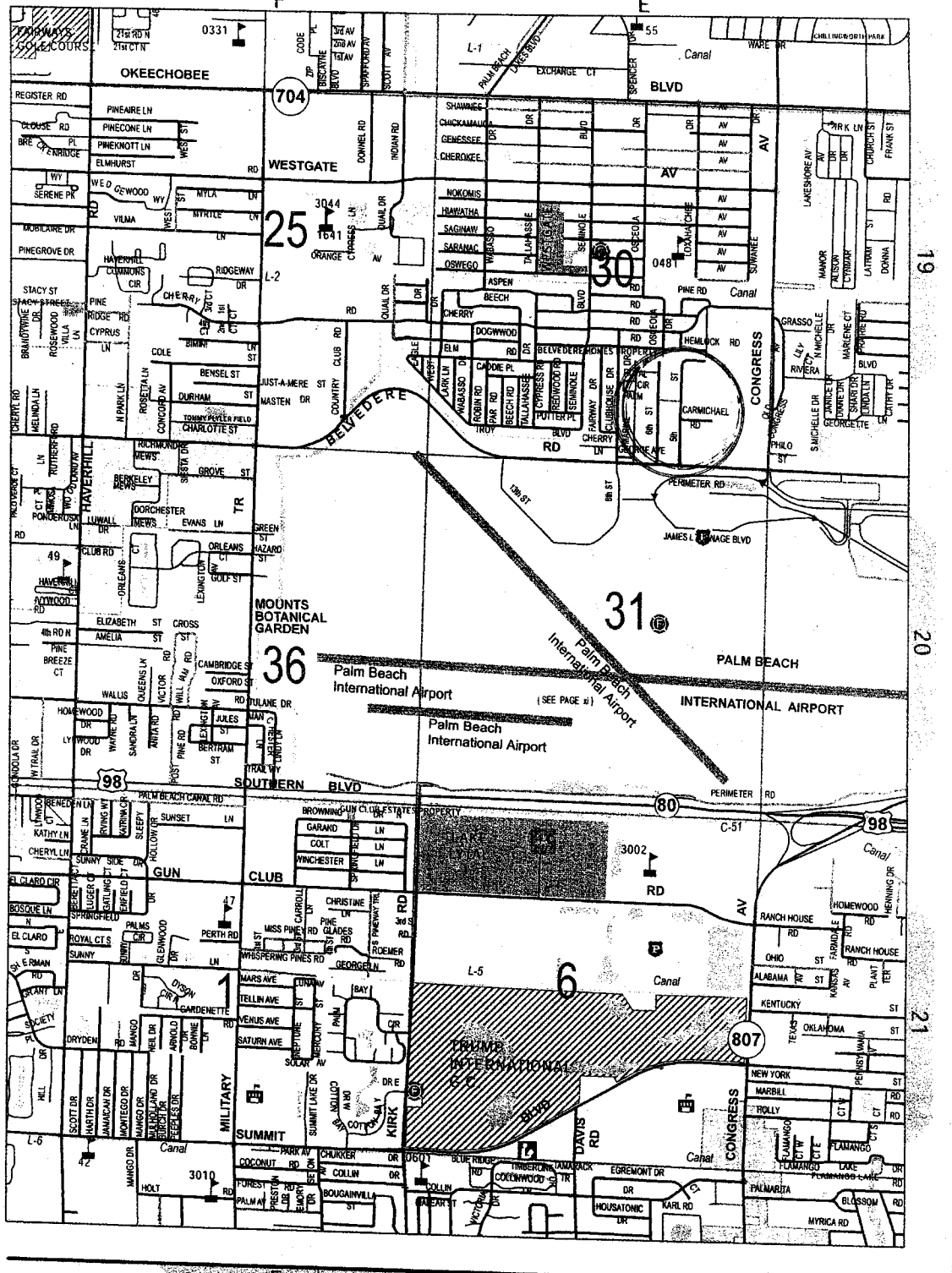
 Department Director

This summary is not to be used as a basis for payment.

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LOCATION MAP



**MEMORANDUM OF UNDERSTANDING
FOR LEASE OF PROPERTY**

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

WITNESSETH:

WHEREAS, Palm Beach County (the "County"), by and through its Department of Airports owns and operates Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, the Department acquired that certain real property more particularly described in the attached Exhibit "A" (the "Belvedere Property") for future Airport development from FD&O pursuant to that certain Memorandum of Understanding for Property Exchange approved by the Board on April 15, 2008 (R2008-0613) (the "Exchange Agreement"); and

WHEREAS, FD&O requires use of a portion of Belvedere Property on an interim, short-term basis for County purposes until alternative facilities can be acquired or constructed for the County operations currently housed in the Belvedere Property; and

WHEREAS, FD&O agrees to pay fair market rent to the Department in consideration of the Department permitting FD&O to remain on a portion of the Belvedere Property on a short-term basis pending relocation of its operations; and

WHEREAS, this MOU is an inter-departmental agreement and is intended to formalize the understanding between the Department and FD&O regarding its use and occupancy of the Premises (as hereinafter defined) and to ensure that the County's Bond Resolution and state and federal grant requirements are satisfied.

NOW, THEREFORE, in consideration of the premises and of the 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:

**ARTICLE I
BASIC PROVISIONS**

1.01 Premises. Subject to the terms and conditions of this MOU, FD&O shall have the right of exclusive use and occupancy of that portion of the Belvedere Property more particularly identified in the attached Exhibit "B" and Exhibit "C", referred to as "Building 502" and "Building 508", respectively, together with all improvements located thereon. Such right of use and occupancy of Building 502 shall be limited to the first floor of the building. Such right of use and occupancy of the Premises shall include the right of ingress and egress to and from the Premises over the Belvedere Property. Building 502 and Building 508 shall be collectively referred to as the "Premises".

1.02 Commencement Date and Length of Term. The term of this MOU shall commence on January 1, 2011 (the "Commencement Date") and shall expire as follows (the "Term"), unless sooner terminated pursuant to the provisions of this MOU:

A. Building 502. The initial term of this MOU shall expire on March 31, 2011. This MOU shall be automatically renewed at one (1) month intervals thereafter (the "Renewal Term"); provided, however, either party may terminate this MOU upon providing no less than fifteen (15) days advance written notice to the other party prior to the expiration of the then current Renewal Term. Each Renewal Term shall be upon the same terms and conditions set forth herein.

B. Building 508. The term shall expire on December 31, 2013, unless otherwise terminated pursuant to Section 5.01 of this MOU or as otherwise provided herein.

**ARTICLE II
OBLIGATIONS OF FD&O AND DEPARTMENT**

2.01 Use of Premises. FD&O shall have the right to improve, operate, maintain, use and occupy the Premises for any County purpose subject to the terms and conditions of this MOU. Notwithstanding any provision of this MOU to the contrary, FD&O shall not use the Premises, or any portion thereof, for educational facilities as defined in Section 1013.01, Florida Statutes, or for any use that would be incompatible with the Airport, including, but not limited to, residential purposes, permanent or transient lodging or daycare facilities.

2.02 Improvements. Except as otherwise provided for herein, any construction, demolition or improvement on the Premises shall be subject to the approval of the Department, which approval may be granted or withheld in the Department's sole and absolute discretion. FD&O shall request approval of any construction, demolition or improvement in writing.

2.03 Rent. FD&O shall pay rent for use of the Premises during the Term of this MOU as follows:

A. Building 502. FD&O shall pay to the Department monthly rent in the amount of Forty-Five and 08/10 Cents (\$0.458) per square foot for approximately eleven

thousand four hundred ninety-two (11,492) square feet or Five Thousand Two Hundred Sixty-Three Dollars and 34 Cents (\$5,263.34) monthly.

B. Building 508. FD&O shall pay to the Department annual rent in the amount of Five Dollars and 50 Cents (\$5.50) per square foot for approximately eight thousand two hundred fifty (8,250) square feet or Forty-Five Thousand, Three Hundred Seventy-Five Dollars and Zero Cents (\$45,375.00) annually, or Three Thousand Seven Hundred Eighty-One Dollars and 25 Cents (\$3,781.25) monthly.

2.04 Commencement and Time of Payment. Payment of rent due hereunder shall commence on the Commencement Date and shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each and every month throughout the Term and any extension thereof. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Payments shall be deemed delinquent if not received by the first business day of the month in which they are due. Any payment due hereunder for any other fractional month shall be calculated and paid on such a per diem basis. If this MOU terminates prior to the expiration date, the rent shall be prorated to the date of termination.

2.05 Repairs and Maintenance of the Premises. The Department shall not be obligated to make or conduct any maintenance or repairs whatsoever to the Premises or Belvedere Property. Except as otherwise provided for herein, FD&O shall, at its sole cost and expense, keep the Premises in substantially the same condition that it was in as of the Commencement Date of this MOU. FD&O shall not transport, use or store any hazardous substances on the Premises. FD&O shall comply with all Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

2.06 Utilities. FD&O shall be responsible for all utility connections and for all utilities used by FD&O and any occupants of the Premises throughout the Term of this MOU. In the event a utility meter covers portions of the Belvedere Property occupied by parties other than FD&O, the Department's responsibility for the cost of utilities used by the Department shall be determined by mutual agreement of the parties.

2.07 Cleanliness of Premises; Grounds Maintenance. FD&O shall, at its sole cost and expense, keep the Premises in a neat, clean and presentable condition at all times.

2.08 Security. FD&O acknowledges and accepts full responsibility for the security and protection of the Premises and any and all inventory, equipment, facilities and improvements now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to the Premises.

ARTICLE III DAMAGE OR DESTRUCTION OF PREMISES

FD&O hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or

constructive consent of FD&O or by or with the consent of any person acting for or on behalf of FD&O. FD&O shall be responsible for all damages to the Premises caused by its employees, patrons, invitees, suppliers of service, or furnishers of material, or any other person whomsoever. If the Premises, improvements thereto or any part thereof are damaged during the Term or any extension thereof by any person admitted to the Premises with the actual or constructive consent of FD&O or acting for or on behalf of FD&O, FD&O shall, at no cost or expense to the Department, restore the Premises to the condition existing prior to such damage or remove the damaged improvements and restore the land to clean and level grade. Notwithstanding the foregoing, FD&O shall consult with the Department prior to removing any improvements from the Premises. In the event of a casualty loss, FD&O shall have the option of either reconstructing the improvements on the Premises or terminating this MOU. The parties agree that any insurance proceeds available as the result of damage or destruction to the Premises, which are not used by FD&O for the repair or demolition of improvements located on the Premises, shall be distributed to the Department.

ARTICLE IV LEASING OF PREMISES

The parties acknowledge that this MOU is an inter-departmental agreement regarding the use and occupancy of the Premises by FD&O. FD&O acknowledges that the Premises is being made available for short-term use until the current occupants can be relocated to alternative facilities and FD&O shall not lease or license the use of the Premises to any non-governmental user. Any lease or license to use the Premises to a governmental user other than a County user shall be subject to written consent of the Department. FD&O shall not lease or license the use of any portion of the Belvedere Property that is not part of the Premises.

ARTICLE V TERMINATION

5.01 Right of Cancellation.

A. The parties agree that, in the event either party is in default of its obligations under this MOU, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to cancel this MOU upon ninety (90) days advance written notice of such termination.

B. In connection with FD&O's use and occupancy of Building 508: (i) the Department shall have the right to terminate this MOU at any time following January 1, 2013, upon providing FD&O with written notice at least sixty (60) days in advance of the termination date specified in such notice and (ii) FD&O shall have the right to terminate this MOU at anytime following the Effective Date, upon providing the Department with written notice at least sixty (60) days in advance of the termination date specified in such notice. Upon such early termination: (i) FD&O shall pay rent through the date of FD&O's occupancy of the Premises, and any pre-paid rent shall be adjusted accordingly and (ii) the parties shall be relieved of all further obligations arising subsequent to the date of such early termination.

5.02 Surrender of Premises. Except as otherwise provided for herein, FD&O shall immediately surrender the Premises to the Department in substantially the same condition that it was in as of the Commencement Date of this MOU upon the expiration or earlier termination of this MOU, depreciation and wear from ordinary use excepted.

ARTICLE VI MISCELLANEOUS

6.01 Governmental Review. FD&O acknowledges that this MOU is subject to review or inspection by the United States government, State of Florida and agencies and departments thereof, including the FAA, to determine satisfactory compliance with state and federal law and/or grant assurance requirements. FD&O agrees that this MOU shall be in full force and effect and binding upon both parties pending such review or inspection, if applicable; provided, however, that upon such review or inspection the parties agree to modify any of the terms of this MOU that are determined by the United States government, State of Florida or any agency or department thereof to be in violation of any applicable laws, regulations, grant assurances or other requirements.

6.02 Subordination to Bond Resolution. This MOU and all rights granted to FD&O 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 Bond Resolution dated April 3, 1984 (Resolution No. 84-427), as amended and supplemented (the "Bond Resolution").

6.03 Subordination to State/Federal Agreements. This MOU shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the Premises and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. FD&O understands and agrees that this MOU shall be subordinate to the provisions of any existing or future agreement between County and the United States government, the State of Florida, or any of their agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds.

6.04 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the Premises for public purposes for a period in excess of ninety (90) days, either party may terminate this MOU by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof.

6.05 Compliance with Laws. The use of the Premises shall be in compliance with: (i) all local, state and federal laws, rules, regulations, as may be amended from time to time; and (ii) all applicable Federal Aviation Administration orders and advisory circulars, as may be amended from time to time, including, without limitation, AC 150/5300-A, "Hazardous Wildlife Attractants on or Near Airports".

6.06 Height Restriction. FD&O agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

6.07 Operation of Airport. FD&O agrees to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

6.08 Right of Flight. The Department reserves unto itself the County and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises 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 the said airspace for landing on, taking off from, or operating on the Airport.

6.09 Release. FD&O acknowledges that noise and vibration are inherent to the operation of Airport and shall ensure all occupants of the Premises release the County from any and all liability for the same.

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

6.11 Inspection. The Department shall have the right, upon reasonable notice to FD&O (except in the event of an emergency, in which event no notice need be given) to enter the Premises for the purpose of inspection. The Department shall use reasonable efforts to conduct such inspection in a manner calculated to minimize interference with or disruption of FD&O's use of and operations within the Premises.

6.12 Paragraph Headings. The heading of the various articles and sections of this MOU are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this MOU or any part or parts of this MOU.

6.13 Notices. All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if 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 designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- A. If to FD&O at:
Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 3411-5605
Fax 561-233-0210

- B. If to the Department at:
Department of Airports
Attn: Deputy Director, Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, FL 33406-1491
Fax 561-471-7427

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

6.14 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.

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

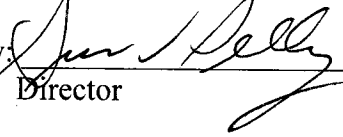
6.16 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this MOU by reference.

6.17 Effective Date. This MOU shall become effective on the date executed by the Director of the Department and Director of FD&O and approved by the Board.

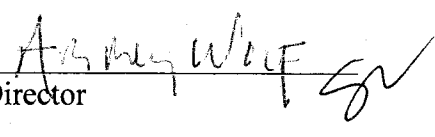
6.18 Dispute Resolution. Any disputes arising hereunder between the Department and FD&O shall be resolved by the County Administrator.

IN WITNESS WHEREOF, the Director of the Department and the Director of FD&O have hereto have duly executed this MOU, and Board has approved this MOU as of the day and year first above written.

Palm Beach County
Department of Airports

By: 
Director

Palm Beach County Facilities
Development & Operations Department

By: 
Director

Approved by the Palm Beach County Board of County Commissioners:

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: _____
Chair

Approved as to Form and
Legal Sufficiency

By: _____
County Attorney

EXHIBIT "A" TO MOU
Legal Description of the Belvedere Property

PARCEL "A"

PARCEL 1

A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, GO IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1,402.09 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15" MEASURED FROM EAST TO NORTH AND GO NORTHERLY ALONG A LINE A DISTANCE OF 33.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING AND LYING ON THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD; THENCE CONTINUE ALONG THE SAME LINE A DISTANCE OF 970.50 FEET TO A POINT; THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM NORTH TO WEST, AND GO WESTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM WEST TO SOUTH, AND GO SOUTHERLY ALONG A LINE A DISTANCE OF 970.50 FEET TO A POINT, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD; THENCE TURN AN ANGLE OF 89°59'45" MEASURED FROM SOUTH TO EAST, GO EASTERLY ALONG A LINE, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD, A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, AND FOR PUBLIC UTILITIES OVER THE WEST 30 FEET THEREOF, AND SUBJECT TO AN EASEMENT OF INGRESS AND EGRESS, AND FOR PUBLIC UTILITIES OVER THE NORTH 30 FEET THEREOF, AND SUBJECT TO AN EASEMENT OVER THE SOUTH 7 FEET THEREOF FOR FUTURE WIDENING OF BELVEDERE ROAD.

LESS AND EXCEPT THE ADDITIONAL RIGHT-OF-WAY FOR BELVEDERE ROAD AS RECORDED IN OFFICIAL RECORD BOOK 2228, PAGE 1961, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2

A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, GO IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1402.09 FEET TO A POINT; THENCE TURN AN ANGLE OF

90°00'15", MEASURED FROM EAST TO NORTH AND GO NORTHERLY ALONG A LINE A DISTANCE OF 1003.50 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME LINE A DISTANCE OF 225.20 FEET TO A POINT; THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM THE NORTH TO WEST, AND GO WESTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM WEST TO SOUTH AND GO SOUTHERLY ALONG A LINE A DISTANCE OF 225.20 FEET TO A POINT; THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM SOUTH TO EAST AND GO EASTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE WEST 30 FEET THEREOF.

PARCEL 3

A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, GO IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1402.09 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM EAST TO NORTH AND GO NORTHERLY ALONG A LINE A DISTANCE OF 1228.70 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME LINE A DISTANCE OF 188.00 FEET TO A POINT THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM NORTH TO WEST, AND GO WESTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM WEST TO SOUTH AND GO SOUTHERLY ALONG A LINE A DISTANCE OF 188.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM SOUTH TO EAST AND GO EASTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE WEST 30 FEET THEREOF.

PARCEL 4

A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, GO IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1402.09 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM EAST TO NORTH AND GO NORTHERLY ALONG A LINE A DISTANCE OF 1416.70 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME LINE A DISTANCE OF 191.80 FEET TO A POINT; THENCE

TURN AN ANGLE OF 89°59'45", MEASURED FROM NORTH TO WEST, AND GO WESTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM WEST TO SOUTH AND GO SOUTHERLY ALONG A LINE A DISTANCE OF 191.80 FEET TO A POINT; THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM SOUTH TO EAST AND GO EASTERLY ALONG A LINE 345.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE SOUTH 181.8 FEET OF THE WEST 30 FEET THEREOF. TOGETHER WITH:

PARCEL "C"

PARCEL 5

A PARCEL OF LAND OCCUPYING BUILDINGS 507A, 507, 508 AND 509, AS SHOWN ON "MASTER SITE PLAN" BELVEDERE ROAD SCHOOL BOARD AND MAINTENANCE COMPLEX DATED 7/16/89, JOB NO. 7400-S, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST; THENCE NORTH 87°59'16" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1387.08 FEET INTERSECTING THAT CERTAIN BASE LINE SURVEY FOR 5TH STREET AS SHOWN ON THE RIGHT-OF-WAY MAP RECORDED IN ROAD BOOK 4, PAGE 132, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 02°00'18" EAST ALONG SAID BASE LINE A DISTANCE OF 1428.26 FEET; THENCE SOUTH 8r59'16" EAST A DISTANCE OF 45 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5TH STREET, BEING THE POINT OF BEGINNING OF THE HEREIN PARCEL; THENCE CONTINUE SOUTH 8r59'16" EAST A DISTANCE OF 230.94 FEET; THENCE SOUTH 02°00'18" WEST A DISTANCE OF 225.00 FEET; THENCE NORTH 87°59'16" WEST A DISTANCE OF 230.94 FEET INTERSECTING THE EAST RIGHT-OF-WAY LINE OF SAID 5TH STREET; THENCE NORTH 02°00'18" EAST ALONG SAID RIGHT-OF-WAY LINE FOR 5TH STREET A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

ALSO TOGETHER WITH

PARCEL "B"

THE WEST 450.00 FEET OF THE EAST 1342.00 FEET OF THE NORTH 153.00 FEET OF THE SOUTH 1582.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LYING ADJACENT TO THE 5TH STREET RIGHT-OF-WAY, AS RECORDED IN ROAD PLAT BOOK 4, PAGE 132, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B" TO MOU

BUILDING 502

(first floor of building only)

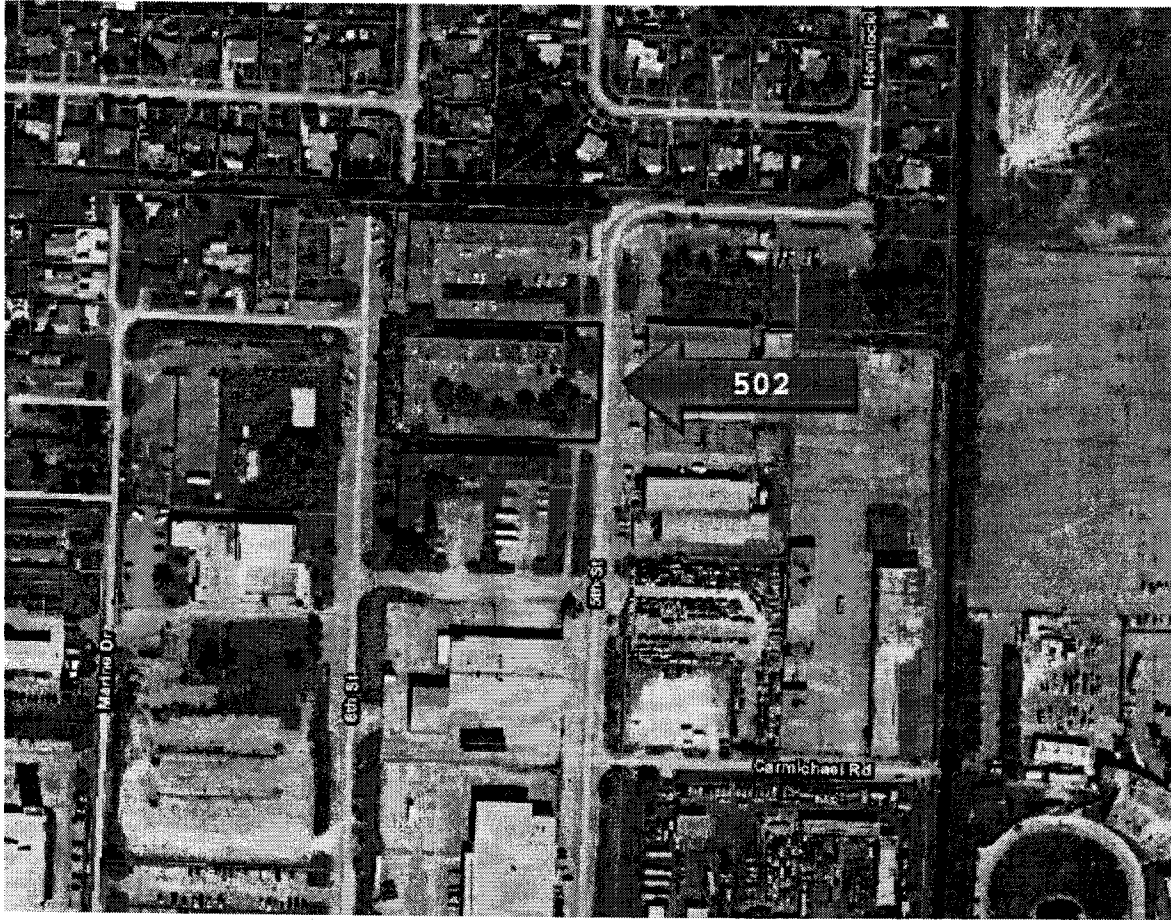


EXHIBIT "C" TO MOU

BUILDING 508



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/4/2010

REQUESTED BY: Samara J. Cooper

PHONE: 233-0220

FAX: 233-0210

PROJECT TITLE: MOU with Airports for 5th Street Bldgs 502 & 508

PROJECT NO.: n/a

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs	<u>\$49,821.27</u>	<u>\$45,375.00</u>	<u>\$45,375.00</u>	<u>\$11,343.75</u>	<u>-0-</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$49,821.27</u>	<u>\$45,375.00</u>	<u>\$45,375.00</u>	<u>\$11,343.75</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: 0001

DEPT: 410

UNIT: 4240

OBJ: 4410

SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
- Non-Ad Valorem (source/type: _____)
- Grant (source/type: _____)
- Park Improvement Fund (source/type: _____)
- General Fund Operating Budget Federal/Davis Bacon
- _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: FDO

BAS APPROVED BY:  DATE: 11-8-10

ENCUMBRANCE NUMBER:

Below is rent only information justifying the figures listed on the attached BAS for the MOU with Airports for buildings 502 and 508:

FIVE YEAR SUMMARY OF FISCAL IMPACT:

FISCAL YEARS	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015.</u>
CAPITAL EXPENDITURES					
OPERATING COSTS	<u>\$49,821.27</u>	<u>\$45,375.00</u>	<u>\$45,375.00</u>	<u>\$11,343.75</u>	<u>-0-</u>
EXTERNAL REVENUE					
PROGRAM INCOME (COUNTY)					
IN KIND MATCH (COUNTY)					
NET FISCAL IMPACT	<u>\$49,821.27</u>	<u>\$45,375.00</u>	<u>\$45,375.00</u>	<u>\$11,343.75</u>	<u>\$-0-</u>

For FY2011:

- Rent for bldg 502 begins on 1/1/11 and is paid to 3/31/11 (3 months).
- Rent for bldg 502 is \$5,263.44 per month.
- Rent for bldg 508 begins on 1/1/11 and is paid to 12/31/13 (9 months in FY2011).
- Rent for bldg 508 is \$45,375.00 per year (\$3,781.25 per month).
- \$5,263.44 x 3 months = \$15,790.32.
- \$3,781.25 x 9 months = \$34,031.25.
- \$15,790.32 + \$34,031.25 = \$49,821.57.

FY2011 TOTAL = \$49,821.27

For FY2012:

- Rent for bldg 508 is paid for the entire FY2012.
- Rent for bldg is \$45,375.00 per year.

FY2012 TOTAL = \$45,375.00

For FY2013:

- Rent for bldg 508 is paid for the entire FY2013.
- Rent for bldg is \$45,375.00 per year.

FY2013 TOTAL = \$45,375.00

For FY2014:

- Rent for bldg 508 is paid until 12/31/13 (3 months in FY2014).
- Rent for bldg 508 is \$45,375.00 per year (\$3,781.25 per month).
- \$3,781.25 x 3 months = \$11,343.75.

FY2014 TOTAL = \$11,343.75

For FY2015:

- n/a.

FY2015 TOTAL = \$-0-