

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: July 16, 2013 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Approve a Supplemental Lease Agreement No. 1 (Agreement), amending the Land Lease on Airport (R2010-1842) (Lease) with the FAA, to replace the legal description for the air traffic control tower (ATCT) site at the Palm Beach International Airport (PBIA) to add land necessary for the construction of a terminal radar approach control facility (TRACON) at the base of the ATCT, at no cost to the FAA.
B. Approve a License Agreement (License) with the FAA, providing the FAA with a construction staging area associated with FAA's construction of the TRACON, commencing October 1, 2013 and terminating September 30, 2015 or the sooner completion of construction of the TRACON, at no cost to the FAA.

Summary: The Agreement will replace the legal description of ATCT site to add 1.2 acres of land for the FAA's construction of a TRACON at the base of the ATCT, for a total lease area of 5.57 acres. The License will provide the FAA with an area to be used for construction staging. The Lease and the License are provided at no cost to the FAA in consideration of the obligations assumed by the FAA to operate and maintain facilities necessary for the operation of PBIA. **Countywide (AH)**

Background and Justification: On November 16, 2010, the Board approved the Lease with the FAA for the operation and maintenance of the ATCT on 4.37 acres of land at PBIA. The ATCT is anticipated to be operational in the fall of 2013 and the TRACON is scheduled to be completed in the fall of 2015.

- Attachments:**
- 1. Supplemental Lease Agreement No. 1 (3)
 - 2. License Agreement (3)

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JB
Recommended By: [Signature] Department Director Date: 6/20/13
Approved By: [Signature] County Administrator Date: 7/2/13

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>* see below</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
 Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature]
 OFMB

[Signature] 6/27/13
 Contract Dev. and Control
 6-27-13 BWH

B. Legal Sufficiency: AM 6/24/13 ROM 6-21-13 SC

Anne Deland 7-1-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SUPPLEMENTAL LEASE AGREEMENT NO. 1

LEASE NO: DTFASO-10-L-00129
PALM BEACH INTERNATIONAL AIRPORT
AIR TRAFFIC CONTROL TOWER
1000 TURNAGE BOULEVARD, WEST PALM BEACH, FL 33406

THIS SUPPLEMENTAL LEASE AGREEMENT (this "Agreement"), is made and entered into this ___ day of _____, 2013, by Palm Beach County, a political subdivision of the State of Florida ("Lessor"), and the United States of America, acting by and through the Federal Aviation Administration ("FAA") (the "Government").

WITNESSETH:

WHEREAS, County and Government have entered into that certain Land Lease On Airport dated October 1, 2010 (Lease No. DTFASO-10-L-00129, R2010-1842) (the "Lease") for the air traffic control tower at the Palm Beach International Airport; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

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

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Legal Description of the Premises. The sketch and legal description attached as Exhibit "A" to the Lease (the "Premises") is hereby deleted in its entirety and replaced with the sketch and legal description attached hereto as Exhibit "A".

3. Section 19 of the Lease is modified to add the following Section 19(d):

(d) No Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including, but not limited to, any citizen or employees of Lessor and/or the FAA.

[1]

4. Ratification of Lease. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. Paragraph Headings. The heading of the various sections of this Agreement 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 Agreement or the Lease.

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

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

LESSOR:
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

Steven L. Abrams, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

Assistant County Attorney



Director, Department of Airports

GOVERNMENT:

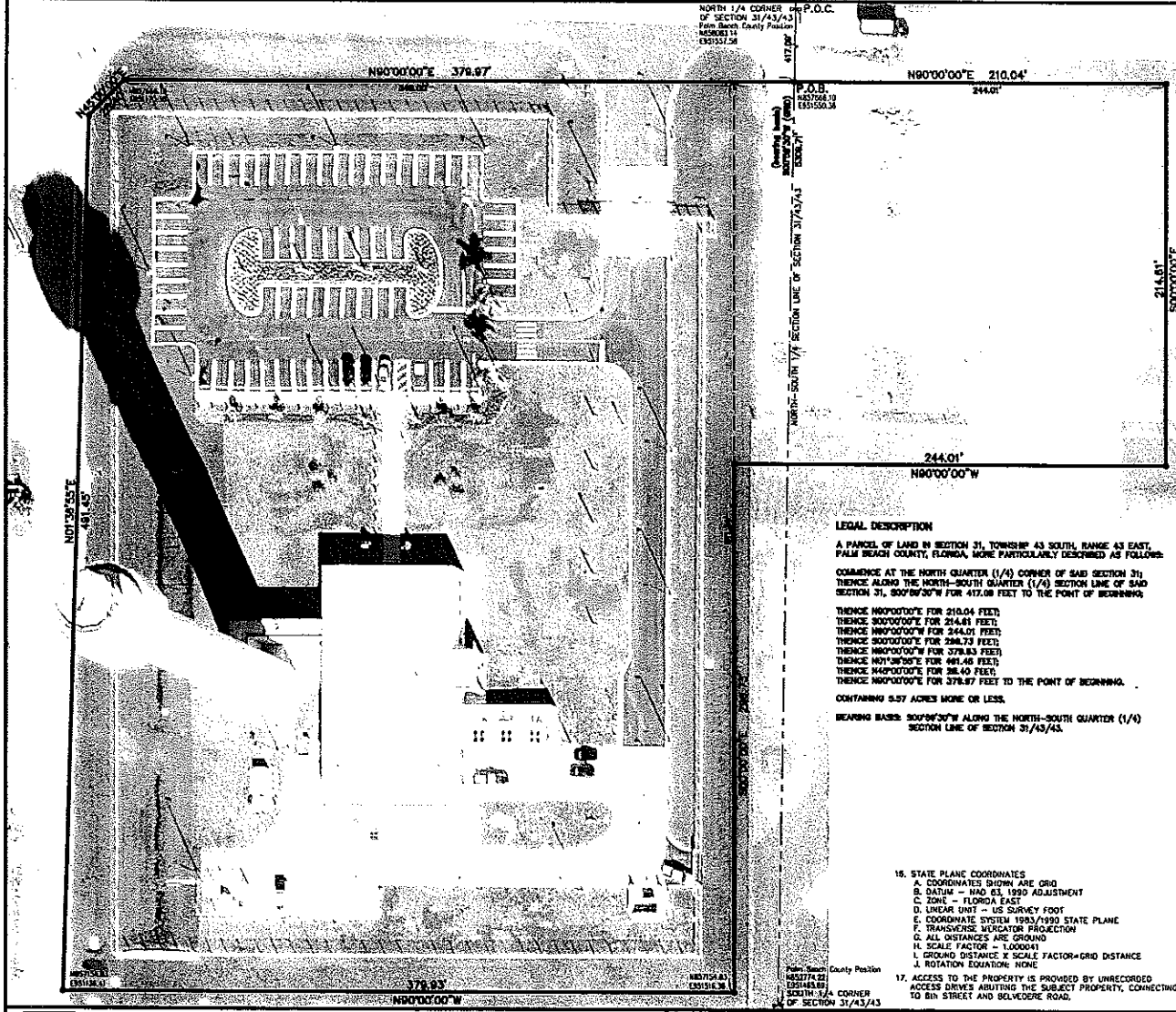
By: _____
Signature

Print Name

Contracting Officer

Title

Exhibit "A"
Sketch and legal description of the Premises



LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

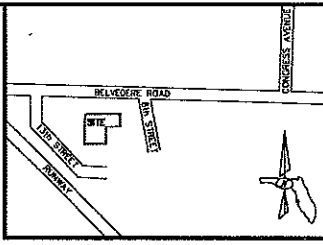
COMMENCE AT THE NORTH QUARTER (1/4) CORNER OF SAID SECTION 31; THENCE ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SAID SECTION 31, 800°00'00"W FOR 417.08 FEET TO THE POINT OF BEGINNING;

THENCE N80°00'00"E FOR 210.04 FEET;
 THENCE S00°00'00"E FOR 244.01 FEET;
 THENCE N80°00'00"W FOR 244.01 FEET;
 THENCE S00°00'00"E FOR 226.73 FEET;
 THENCE N80°00'00"W FOR 378.83 FEET;
 THENCE N01°30'00"E FOR 461.48 FEET;
 THENCE N40°00'00"E FOR 28.40 FEET;
 THENCE N80°00'00"E FOR 378.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.57 ACRES MORE OR LESS.

BEARING BASE: S00°00'00"W ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SECTION 31/43/43.

15. STATE PLANE COORDINATES
- A. COORDINATES SHOWN ARE GRID
 - B. DATUM - NAD 83 1980 ADJUSTMENT
 - C. ZONE - FLORIDA EAST
 - D. LENGTH UNIT - US SURVEY FOOT
 - E. COORDINATE SYSTEM 1983/1980 STATE PLANE
 - F. TRANSVERSE MERCATOR PROJECTION
 - G. ALL DISTANCES ARE GROUND
 - H. SCALE FACTOR - 1.000041
 - I. GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 - J. ROTATION EQUATION: NONE
17. ACCESS TO THE PROPERTY IS PROVIDED BY UNRECORDED ACCESS DRIVES ADJUTING THE SUBJECT PROPERTY, CONNECTING TO 8th STREET AND BELVEDERE ROAD.



LEGEND:

- Ø SET 1/2" IRON ROD WITH BROWN & PHILLIPS CAP

ABBREVIATIONS:

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.B. - PLAT BOOK
- O.R.B. - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK
- P.C. - PAGE
- R/W - RIGHT-OF-WAY
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- (G) - GRID DIMENSION
- (M) - MEASURED DIMENSION
- CL - CENTERLINE
- IR - IRON ROD
- IR/C - IRON ROD WITH CAP AS NOTED
- C.M. - 4"x4" CONCRETE MONUMENT
- N/D - NAIL & DISK
- PK - PARKER KALON
- MAD - NORTH AMERICAN DATUM
- LB - LICENSED BUSINESS

0 15 30 60 90

SCALE: 1" = 30'

- SURVEY REPORT:**
1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE MINIMUM TECHNICAL STANDARDS IN CHAPTER 5A-11.050, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON JANUARY 26, 2013.
 2. THE SURVEY WAS BASED ON A PREVIOUS LEGAL DESCRIPTION AND SKETCH PREPARED BY BROWN & PHILLIPS, INC., JOB No.06-003E, DATED 2/12/08, AND ON INSTRUCTIONS GIVEN BY THE CLIENT.
 3. BEARINGS ARE BASED ON S00°59'30"W (GRID) ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 31.
 4. THE LEGAL DESCRIPTION WAS PREPARED BY BROWN & PHILLIPS, INC., BASED ON THE CLIENT'S INSTRUCTIONS.
 5. AREA = 5.57 ACRES, MORE OR LESS.
 6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
 7. ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
 8. THE CURRENT USE OF THE SUBJECT PROPERTY IS THE PALM BEACH INTERNATIONAL AIRPORT CONTROL TOWER FACILITY. THIS USE FALLS WITHIN THE COMMERCIAL/HIGH RISK CATEGORY AS CLASSIFIED IN CHAPTER 5A-11.051, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
 9. THE CONTRACTED PURPOSE OF THIS SURVEY IS TO SATISFY THE SURVEY REQUIREMENT IN CONNECTION WITH A LEASE OVER THE SUBJECT PROPERTY. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
 10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 11. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
 - 1) PER TRACON
 - 2) GRS CORPORATION
 12. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30', ON A 24" x 36" SHEET.
 13. PER INSTRUCTIONS BY THE CLIENT, EXISTING IMPROVEMENTS ARE NOT SHOWN.
 14. THE 2011 PALM BEACH COUNTY AERIAL PHOTO SHOWN IS FOR INFORMATION ONLY AND IS NOT A PART OF THIS SURVEY.
 15. © COPYRIGHT 2012 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 8473
 1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409
 E-Mail: info@brown-phillips.com
 561-615-3999, 615-3991 FAX

SKETCH OF
BOUNDARY SURVEY

WEST PALM BEACH
ATCT/ATBM SITE LEASE

DRAWN: MB
CHECKED: JEP
F.B.
PAGES:

PROJ. No. 12-043
SCALE: 1"=30'
DATE: DEC. 2012
SHEET 1 OF 1

John E. Phillips, Inc.
JOHN E. PHILLIPS II
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, No. 4828
DATE: 12/18/12

Revision 2/20/12 Address 2/14/13 Palm Beach County comments memo

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 201_, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the Federal Aviation Administration ("FAA" or "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 October 1, 2013 (the "Commencement Date") and expire on September 30, 2015, or the sooner completion of construction by the FAA of the terminal radar approach control facility at the Airport (the "Term"), unless terminated earlier as provided for herein.

**ARTICLE 3
LICENSE FEE**

3.01 License Fee. The FAA shall pay the County no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of the FAA facilities at the Airport.

**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 a construction staging area associated with FAA's construction of the air traffic control tower and related facilities at the Airport. 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.

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, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression 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, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression 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 7.04 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.

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 REVOCATION OF LICENSE/DEFAULT

6.01 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.

6.02 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.

6.03 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 7 MISCELLANEOUS

7.01 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.

7.02 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.

7.03 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.

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

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

- (b) If to the Licensee at:
Federal Aviation Administration
ATTN: Real Estate, ASO-53
P.O. Box 20636
Atlanta, GA 30320
Fax: (404) _____

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.

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

7.06 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.

7.07 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.

7.08 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.

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

7.10 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.

7.11 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.

7.12 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Permittee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7.13 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.

7.14 Effective Date. This Agreement shall become effective when executed by the parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
by its Board of County Commissioners

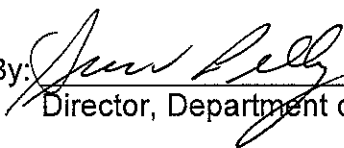
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Director, Department of Airports

Date of Approval by County: _____

UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION

Signature: _____

Printed Name: _____

Title: _____

Date of Approval by FAA: _____

EXHIBIT "A"
THE PROPERTY

