

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# AGENDA ITEM SUMMARY

======================================	October 06, 2015	[X] []	========= Consent Workshop	=== [ ]	======================== ] Public Hearing
Submitted By:	Department of Airports				
Submitted For:					
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# I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** First Amendment (Amendment) to Development Site Lease Agreement with Palm Auto Plaza, LLC (R-2014-0037) (Lease), providing for the lease of approximately 322,011 square feet of unimproved ground, additional annual rental in the amount of \$241,508, and a rental credit in the amount of \$141,046 to reimburse Palm Auto Plaza for roadway abandonment costs.

**Summary:** The Amendment provides for the lease of approximately 322,011 additional square feet of unimproved ground located south of the Palm Beach International Airport to be used for the construction of access driveways, drainage and landscaping in connection with the retail automotive sale and service facility being constructed by Palm Auto Plaza pursuant to the Lease. The Amendment increases the total annual rental under the lease to \$500,119. Palm Auto Plaza incurred costs in the amount of \$141,046 to abandon a portion of East Grace Drive (Roadway Parcel). The Amendment provides for the reimbursement of the roadway abandonment costs incurred by Palm Auto Plaza through a rental credit. <u>Countywide (HF)</u>

**Background and Justification:** On January 14, 2014, the Board approved the lease of approximately 344,814 square feet of unimproved ground to Palm Auto Plaza for the development of a retail automotive sale and service facility. The Amendment provides for the lease of an additional 322,011 square feet of unimproved ground located within the runway protection zone. Use of the property is limited by the Federal Aviation Administration (FAA) solely to the construction of access driveways, drainage and landscaping purposes due to its location. The Lease provided that the parties would amend the Lease in the event Palm Auto Plaza required additional property within the runway protection zone for the FAA-approved purposes. As the adjacent property owner, the County became the owner of the Roadway Parcel upon abandonment. The Amendment incorporates the Roadway Parcel into the overall leasehold premises, resulting in additional rental revenues to the County.

# Attachments:

1. First Amendment to Development Site Lease Agreement (3)

B	(	
Recommended		7/8/15-
	Department Director	Date
Approved By:	por Upate	9/05/15
	County Administrator	Date

# **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)		<u>(\$30,022)</u>	(\$241,508	<u>(\$241,508)</u>	<u>(\$241,508)</u>
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)		<u>(\$30,022)</u>	<u>(\$241,508)</u>	<u>(\$241,508)</u>	<u>(\$241,508)</u> 

Is Item Included in Current Budget? Yes \_\_\_\_ No \_X\_\_\_ Budget Account No: Fund <u>4100</u> Department <u>120</u> Unit <u>8452</u> RSource <u>4416</u> Reporting Category \_\_\_\_\_

- **B.** Recommended Sources of Funds/Summary of Fiscal Impact: Rental commences on the date of beneficial occupancy, which is defined as the first to occur of: the date of substantial completion of the initial leasehold improvements; the date the tenant commences using the leasehold premises for the conduct of its business; or the date that is 36 months from the effective date. The fiscal impact assumes rental commences on January 14, 2017 (36 months from the effective date). A rental credit in the amount of \$141,046 is applied in FY2017 resulting in net rental revenue of \$30,022.
- C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

**B. Legal Sufficiency:** 

Assistant

C. Other Department Review:

22/15 and Control

**Department Director** 

**REVISED 9/03** ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

## FIRST AMENDMENT TO DEVELOPMENT SITE LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM AUTO PLAZA, LLC

This First Amendment to Development Site Lease Agreement (this "<u>Amendment</u>") is made and entered into this \_\_\_\_\_\_\_, 2015 ("<u>Effective Date</u>") by and between Palm Beach County, a political subdivision of the State of Florida ("<u>County</u>"), and Palm Auto Plaza, LLC d/b/a Palm Beach Toyota, a Delaware limited liability company, having its office and principal place of business at 551 South Military Trail, West Palm Beach, FL 33415 ("<u>Tenant</u>").

## WITNESSETH:

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

WHEREAS, the parties entered into that certain Development Site Lease Agreement dated January 14, 2014 (R-2014-0037) (the "Lease"); and

WHEREAS, the parties desire to amend the Lease as provided for herein.

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

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Lease.

2. Section 2.01, Access Driveways, to the Lease is hereby deleted in its entirety and replaced with the following:

2.01 "<u>Access Driveways</u>" means the access driveways identified on the approved site plan to be located within the RPZ Parcel from the fifty (50) foot access easement granted to County pursuant to that certain Warranty Deed recorded in Official Records Book 11317, Page 72, which will provide access to that portion of the Premises located outside the RPZ.

3. Section 2.42, <u>Premises</u>, to the Lease is hereby deleted in its entirety and replaced with the following:

- 2.42 "<u>Premises</u>" means approximately Six Hundred Sixty-Six Thousand Eight Hundred Twenty Four and 7/10 (666,824.7) square feet of unimproved real property more particularly described on Exhibit "A", subject to the easements, rights-of-way, and any other encumbrances of record.
- 4. Section 3.07, <u>Contingencies</u>, is hereby deleted in its entirety.

5. Section 4.02, <u>Description of Privileges</u>, <u>Uses and Rights</u>, is hereby deleted in its entirety and replaced with the following:

4.02 <u>Description of Specific Privileges, Uses and Rights.</u> Tenant shall have the right to use the Premises, excluding any portion of the Premises located within the RPZ Parcel, for the purpose of retail automotive sales and service and other uses incidental and directly related to Tenant's business operations a retail automotive sales and service provider such as automotive repair and sale of automotive parts and collision repair. Use of any portion of the Premises located within the RPZ Parcel shall be solely limited to stormwater drainage (dry detention) and landscaping purposes associated with Tenant's development and for the construction and use of the Access Driveways and for no other purposes whatsoever, unless otherwise approved by County by formal amendment to this Lease, which approval may be granted or withheld in the County's sole and absolute

discretion. Notwithstanding any provision of this Lease to the contrary, use of the RPZ Parcel, including the Access Driveways, shall be strictly limited to uses approved by the FAA.

6. The following Sections of the Lease are hereby deleted in their entirety: Section 4.06, <u>RPZ Parcel</u>; Section 4.07, <u>East Grace Drive</u>; Section 4.08, <u>GAM Parcels</u>, and Section 4.09, <u>Access Driveways</u>.

7. Section 5.01, <u>Rental</u>, is hereby deleted in its entirety and replaced by the following:

5.01 <u>Rental.</u> Tenant shall pay to County an initial annual ground rental of Seventy Five Cents (\$.75) per square foot, for approximately Six Hundred Sixty-Six Thousand Eight Hundred Twenty Four and 7/10 (666,824.7) square feet of ground or Five Hundred Eighteen Thousand Dollars and 53/100 (\$500,118.53) annually, together with applicable sales taxes thereon, payable in equal monthly installments; <u>provided</u>, <u>however</u>, Tenant shall be entitled to a rental credit in the amount of One Hundred Forty-One Thousand Forty-Six Dollars and 40/100 (\$141,046.40) as reimbursement of the costs incurred by Tenant to abandon a portion of East Grace Drive. The aforementioned rental credit shall be credited against the monthly rental payments due to County, commencing on the Date of Beneficial Occupancy until fully exhausted.

8. Article 23, <u>Non-Discrimination</u>, is hereby deleted in its entirety and replaced with the following:

## ARTICLE 23 NON-DISCRIMINATION

23.01 <u>Non-Discrimination in County Contracts.</u> Tenant warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Tenant has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

23.02 Federal Non-Discrimination Covenants.

- A. Tenant, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - 2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Premises.

- 3. In the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 4. Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- C. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

9. Exhibit "A" to the Lease is hereby deleted in its entirety and replaced with Exhibit "A" to this Amendment.

10. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.

11. This Amendment shall become effective when signed by both 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 duly executed this Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

SHARON R. BOCK **Clerk and Comptroller**  PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By:

Deputy Clerk

By:

Shelley Vana, Mayor

(SEAL)

## APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By Director, Department Airports

Signed, sealed and delivered in the presence of two witnesses for **TENANT:** 

effrey L. Anderson Print Name

Signature

Lisa M. Doyle-Jose Print Name

**TENANT:** PALM AUTO PLAZA, LLC

By:

**Š**ignature

Thomas E. Schmitt Print Name

Secretary/Treasurer

Title

(SEAL)

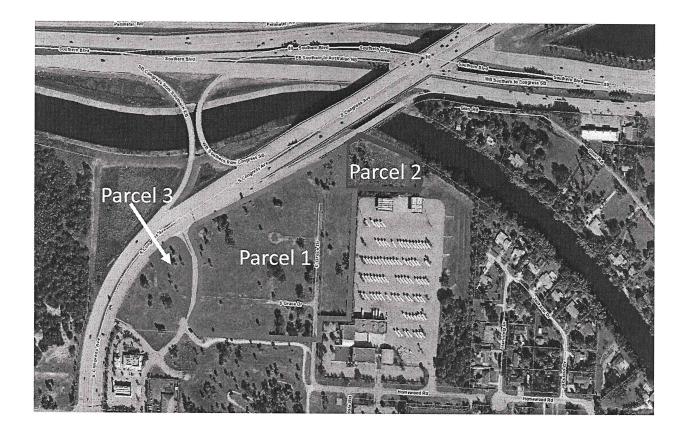
EXHIBIT "A" PREMISES DESCRIPTION

Exhibit "A" Palm Auto Plaza, LLC



Jon E. Schmidt and Associates Land Planning and Landscape Architecture

# Exhibit "A" Premises **PBIA Parcel Identification Map**



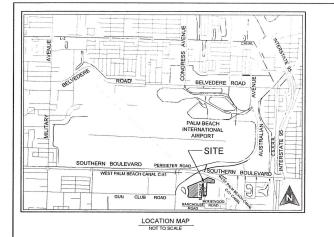
Parcel #
Parcel 1:
Parcel 2:
Parcel 3:
Total:

Parcel Square Footage Parcel Acreage 551,364 s.f. 76,615 s.f. <u>38,845.7 s.f.</u> 666,824.7 s.f.

12.657 acres 1.759 acres .892 acres 15.308 acres

2247 Palm Beach Lakes Blvd. #101 West Palm Beach, Florida 33409 ■ Tel. (561)684-6141 Fax. (561)684-6142 Email jschmidt@jesla.com





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SYMBOLS

CENTERLINE

= PROPERTY LINE

= STORM MANHOLE

= GAS SERVICE

= CABLE RISER

= CATCH BASIN

= FIRE HYDRANT

= GATE VALVE

= GUY ANCHOR

= LIGHT POLE

= GROUND LIGHT

= WATER METER

- OH - = OVERHEAD POWER LINE

. HANDICAP PARKING

= ELECTRIC SERVICE BOX

EXISTING ELEVATION

= FENCE AS SHOWN

-O-C- = CHAIN LINK FENCE

= ATT RISER

= HAND HOLE

-GR- = GUARD RAIL

= SANITARY SEWER MANHOLE

= GREASE TRAP MANHOLE

= SOUTHERN BELL MANHOLE

= CONCRETE POWER POLE

= WOOD POWER POLE

= FOUND BOUNDARY CORNER AS SHOWN

SET 1/2" LR. & C. STAMPED MBSA LB2438

= FOUND NAIL OR NAIL AND DISK AS SHOWN

ABBREVIATIONS

POINT OF BEGINNING

CONCRETE MONUMEN

ROAD PLAT BOOK PAGE(S)

DEED BOO

RADIUS CURVE CENTRAL ANGLE

ARC LENGTH GRID

DESCRIPTION

CALCULATED

MEASURE

= ELEVATION

TRANSFORMER

IGHT POLE

CATCH BASIN

PALM BEACH COUNTY

= IRON ROD & CAP = IRON ROD ( NO NUMBER )

= IRON PIPE ( NO NUMBER )

LIMITED ACCESS EASEMENT

MAINTENANCE EASEMENT

= OFFSET = FINISHED FLOOR ELEVATION

UTILITY EASEMENT

EDGE OF PAVING

= EDGE OF WATER

= DRAINAGE EASEMENT

= UTILITY EASEMENT

= CONCRETE = ASPHALT

= TOP OF BAN

= OVERALL

- HAND HOLE

C & G = CONC, CURB AND GUTTER = VALLEY GUTTER

= OLD FENCE POST

FOUND

- INNTED ACCESS EASEMENT

PLAT BOOK OFFICIAL RECORD BOOK

P.O.B.

P.R.M

P.C.P

C.M. R/W

P.B. O.R.B.

R.P.B. PG.(S) P.B.C.R.

(G.)

C.& M

P.& M.

TRANS

LP FH W.M

C.B.

S.MH. FPL

P.B.C.

L.A.E. U.E.

CONC. ASPH.

FD. I.R. & C. I.R. I.P.

PROP

U.E. D.E. E.P.

LA.E.

M.E.

E.O.W.

O/S F.F.EL,

(OA)

VG OFP

POINT OF COMMENCEMENT

PERMANENT CONTROL POINT

PALM BEACH COUNTY RECORDS

CALCULATED AND MEASURE

= STORM MANHOLE = FLORIDA POWER AND LIGHT COMPANY

PLAT AND MEASURED

PERMANENT REFERENCE MONUMENT

LEGAL DESCRIPTION:

LEASE PARCEL G-2 (Portion of - Parcel 1 - PBIA Parcel Identification Map) A PARCEL OF LAND BEING ALL OF PARCEL G-2 OF THE AFFIDAVIT OF WAIVER (PLAT WAIVER) AS RECORDED IN OFFICIAL RECORD BOOK 24356, PAGE 1657 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH

PARCEL 1 (Portion of Parcel 2 - PBIA Parcel Identification Map)

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS

### AND

### PARCEL 2 (Portion of Parcel 2 - PBIA Parcel Identification Map)

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 44 SOUTH, RAINGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

FROM THE SOUTHWEST CONIER OF SAID GOVERNMEHT LOT 3, IN SAID SECTION 5, RUN THENE ROOTHERELY ALCIG THE WEST LINE OF SAID GOVERNMEHT LOT 3 A DISTAILE OF MORTENEN HONES, ALCIONATION DE LINE OF SAID GOVERNMEHT LOT 3 A DISTAILE OF MORTENEN HONES, ASIDEMISSION HOVERNMEHT LOT 4 OF SAID SECTION SECTION MORTENEN HONES, ASIDEMISSION HOVERNMEHT LOT 4 OF SAID SECTION SECTION IN PLAT BOOX 33, PAGE 189, PUBLIC RECORDS OF PAM BECAH COUNTY, FLORIDA SMO PONT BEING 231 THEFT INORTH OF THE SOUTHEST CONTROL OF SAID LOT 18 RANGE YON A LINE PARALLEL TO AND 231 FEET NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE CARADILIST ADDITION TO THE CASTERLY EXTENSION OF THE SOUTH LINE CARADILIST ADDITION TO THE CASTERLY EXTENSION RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 3'4004", A DISTANCE OF 177.00 FEBT TO THE NORTHEAST CORNER OF THE AFORESAID RAY BEVINS PROPERTY, THENCE RUN SOUTH-SOUTHWESTERLY ON THE EASTERLY LINE OF SAID BEVINS PROPERTY A DISTANCE OF 194 05 FEBT TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT IN COMMON FOR PERPETUAL INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EGININIKA AT THE INTERSECTION OF THE SOUTH LIVE OF LOT 18, OF SAID MORTH SECTION OF MORRISON HOMES WITH THE EASTERLY RIGHT OF WAY LIVE OF GRACE DRIVE, A ROAD IS AND SUBDIVISION, RUIT HERE CEASTERLY ALGOR SAID SOUTH LIVE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 3H: 20 FEET TO THE BEGINNIKO OF A CUIVEL OF 2.) ODDITIONE STEPTIS AND AND A DISTANCE OF 3H: 20 FEET TO SHOE SOUTH LIVE AND THE DISTANCE OF 20 SECTION OF THE ADDITION OF A CUIVEL OF 2.) DISTANCE OF 20 SECTION OF AND A DISTANCE OF 3H AND A DISTANCE DISTANCE OF 20 SECTION OF THE ADDITION OF THE SOUTHERT VIEW OF THE DISTANCE OF 43.11 FEET TO THE SOUTHERT OF SHOE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF SHOE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF SHOE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF CORE DISTON TO ADDITION OF THE DISTANCE OF 43.11 FEET TO THE SOUTHERT OF CORE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF CORE DISTON TO ADDITION THE SOUTHERT THE DISTANCE OF SOUTH CUIVE OF SOUTH SHOE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF SHOE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF SHOE DISTON OF THE ADDITION DISTANCE OF 43.11 FEET TO THE SOUTHERT OF SHOE DISTON OF THE ADDITION DISTANCE OF CORE DISTANCE OF SOUTH DISTON OF THE ADDITION DISTANCE OF CORE DISTANCE OF SOUTH DISTANCE OF DISTANCE OF 23.43 FEET TO SHOE DISTANCE OF CORE DISTANCE OF SOUTH DISTANCE OF DISTANCE OF 23.43 FEET TO SHOE DISTANCE OF CORE DISTANCE OF DISTANCE DISTANCE DISTANCE DISTANCE OF DISTA SAID EASTERLY RIGHT-WAY LINE OF GRACE DRIVE

AND

### PARCEL 3 (Portion of Parcel 2 - PBIA Parcel Identification Map)

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEINS A PORTION OF LOT 18, OF MORRISON HOMES, A SUBDIVISION RECORDED IN PLAT BOOK 23, PAGE 189, PALM BEACH COUNTY PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, IN SECTION 5; RUN THENCE FROM THE SOUTHEAST CONTRERIOF SAUD GOVERNMENT LOT 4 (IN SECTION 5, MUN THENCE ORTHERIX 7 ADMS THE LINE ENTERING GOVERNMENT LOT 5 AND 7 AD STATACE OF ROMING THE SOUTHEAST CONTRERING TO THE SAUD SOUTHEAST CONTRERING THE POINT IS 2111 FEET HORTH OF THE SAUD SOUTHEAST CONTRER THEREOF, MUD THE SOUTH OF EBOINTING OF THE PARCEL HERITIGHT DIE TO THE NORTHEAST CONTRER TO FAMILIA THE SAUD SOUTHEAST CONTRERING THE SOUTHEAST CONTRER TO FAMILIA CONTRER OF SAUD THE SAUD SOUTHEAST CONTRERING THE SOUTH AD THE SOUTH AD STRATEGY THE SAUDE COURSE AD ISTATUCE OF 30.0 DIT 16, AD STRATEC OF 130.2 THE THEATER (IN WISHING THE HORTH LINE OF SAUD TO THA DISTANCE OF 130.2 THE NORTHWEST LINE OF SAUD LOT 18, A DISTANCE OF 530.2 THE THE AD SOUTHERIX, OFFICIENT ON AND TAIL THE THORTH OF THE SOUTH AD UNDER OF SAUD LOT THE DOINT IN A LINE PARALLEL TO AND ZAIT FEET NORTH OF THE SOUTH AD UNDER OF SAUD LOT 18, AD STRATE THEORE RIN IN SAUDULLINE AD SUSTANCE OF 530.2 THET TO AND DOINT IN A LINE PARALLEL TO AND ZAIT FEET NORTH OF THE SOUTH OF THE SOUTH ONE OF SAUD LOT 18, AD STRATE THEORE RIN IN SAUDULLINE AD SUSTANCE OF 530.2 THE TO THE NORTHWEST IN SOUTH OF THE SOUTH AD THE SOUTH ONE OF SAUD LOT 18, AD STRATE THEORE RIN IN SAUDULLINE AD SUSTANCE OF 530.2 THE TO AD DATA THE NORTHWEST LINE OF SAUDULLINE AD SUSTANCE OF 530.2 THE SOUTH AD THE SOUTH A

TOGETHER WITH AN EASEMENT IN COMMON FOR INGRESS AND EGRESS OVER THE SOUTHERLY 23.11 FEET OF SAID LOT 18, MORRISON HOMES.

LESS AND EXCEPT PARCEL NO. 103

THAT PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5. THENCE SOUTH 87:5431" EAST ALONG THE NORTH LINE OF THE NORTHWEST OUARTER OF SAID SECTION 5. A DISTANCE OF 1356.14 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3. SAID WEST LINE BEING THE SAME AS THE NORTHERLY PROJECTION OF THE EAST LINE OF MORRISON LINE BEING THE SAME AS THE INORTHERILY PROJECTION OF THE EAST LINE OF MORRISON HOMES, AS RECORDED IN PART BOOK 23, PAGE 184 AND 180, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE SOUTH OZ STAR WEST ALONG SAM WEST LINE OF OUCPRIMIENT (I.G. A. DISTANCE OF 1811 TEET IG A SHORT GAI THE SOUTH MENT OF OUCPRIMENT (I.G. A. DISTANCE OF 1811 TEET IG A SHORT GAI THE SOUTH MENT OF CORRIGH OF SAMD MORRISON HOMES FAIT AND THE PORT OF BEGINNING, THENEL CORRIGH OF SAMD MORRISON HOMES FAIT AND THE PORT OF BEGINNING, THENEL OUTFILME SOUTH OF STAR'S WEST AND THE PORT OF BEGINNING, THENEL OUTFILME SOUTH OF STAR'S WEST AND THE PORT OF BEGINNING, THENEL MONTANIE SOUTH OF STAR'S WEST AND THE PORT OF BEGINNING, THENEL MONTANIES OF ANAL START SHARE THE OF SAMD THE OF GOVERNMENT [OT 3. A DISTANCE OF 38.42 FEET, THENCE MORTH REIGHT OF WILL UNE OF GAUG CANNER HEACH CANAL, THROUGH MICH A RADAL LINE BEARS SOUTH 19250° WEST, THENEL BEART CANAL, THROUGH MICH A RADAL LINE BEARS SOUTH 19250° WEST, THENEL MORTHMESTERT AND, SAMD SOUTH SOUTH INCOME TO THE SOUTHCOME TO THE BEART CANAL, THROUGH MICH A RADAL LINE BEARS SOUTH 19250° WEST, THENEL DISTANCES OF ALL ALL AND AND SAMD SOUTH INCOMENT ON THE SOUTHCOME TO THE SOUTHCOMESTION. SOUTHWEST HAVING A CHORD BEARING OF NORTH 732922 WEST, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADULS OF 2784 91 FEET, THROUGH A CENTRAL ANGLE OF 0013537, AN ARC DISTANCE OF 3530 FEET TO THE END OF SAID

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 13 787 ACRES OR 600,547 SQUARE FEET MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF EAST GRACE DRIVE TO BE

Herinaufieu (Portion of - Parcel I - PBIA Parcel Identification Map) A PARCEL OF LAID BERING A PORTIOL OF EAST GRACE DRIVE AS SHOWN OIL THE PLAT OF MORRISOLI HOMES TIORTH SECTION. RECORDED IN PLAT BOOK 23. PAGE 100. PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BERING MORE PARTICULARLY DESCRIBED AS

EGUIUNIG AT THE NORTHAGEST CORIGER OF LOT 3/A AS SHOWN ON SALD PLAT OF MORRISON HOMES HORTH SECTION THENCE NORTH 02:510° EAST ALONG THE EAST RIGHT OF WAY LIVE OF SAD BAST AGRACE BRIVE ADSTRACE OF 473 25 FETT OT THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HANNIG A RADUS OF 168.00 FETT AGRACIANT AND A CONCENTRATION OF THE AGRACIANT AND THE AGRACIAN OF CURVE CONCENTRATION OF THE AGRACIANT ADDRESS AND POINT BEARS SOUTH AGRACIANT AND A RADUS OF 103 95 FETT AND CHINA MARCHAN SOUTH OF CURVE CONCENTRATION OF 103 95 FETT AND CONCENTRATION OF 103 ACCONCE OF 103 THE THE AGRACIANT AND CONTREMANT AND A CONTRATING A RADUS OF 103 95 FETT AND CONTREMANT AND CONTREMANT AND A DATA AND A SATE AND A SATE AND A SATE ADDRESS AND A A DRESS AND A DRESS AND A A DRESS AND A A DRESS AND A DRESS AND A DRESS AND A A DRESS AND A DRESS AND A A DRESS AND A

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 27,432 SQUARE FEET OR 0.630 ACRES MORE OR LESS

TOTAL COMBINED LAND AREA = 14 417 ACRES MORE OR LESS

#### SURVEYOR'S NOTES

1 NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE

2. BEARINGS AS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5. TOWNSHIP 44 SOUTH, RANGE 43 EAST PAUM BEACH COUNTY, FLORIDA. HANNIG A GRID BEARING OF NORTH 023949" EAST, WHICH IS RELATIVE TO THE NORTH AMERICAN DATUM (N A) 153, 1990 ADJUSTMENT. 3 NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED BY THIS OFFICE

4 THE BOUNDARY DIMENSIONS SHOWN HEREON AS CALCULATED AND MEASURED UNLESS OTHERWISE NOTED

5 PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "C" AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NO 120192 0165 B, MAP REVISED. FEBRUARY 1, 1979 AND A REVISED DATE OF COCTOBER 15, 1982.

8 UPON REVIEW OF THE TITLE COMMITMENT SCHEDULE B - SECTION II EXCEPTIONS, ISSUED BY CHCAGO THE INSURANCE COMPANY, FUE HO. 2013/2005, EFFECTIVE DATE. FERUARY 27 2014, AT 8 00 AM. STO PARCEL SALELED SS PARCEL 1, PARCEL 2 AND PARCEL 3, IT IS THE OPINION OF THIS OFFICE TO THE BEST OF OUR KICKWEDDE AND BELIEF THAT THE FOLLOWING DATERS AFFECTION HE SUBJECT PROCENT ARE SHOT BELIEF THAT THE FC OR NOTED HEREON

LOT DIMENSIONS AND EASEMENTS AS SHOWN AND RESERVED ON THE PLAT OF MORRISON HOMES RECORDED IN PLAT BOOK 23, PAGES 189 AND 190 (EXCEPTION 4 - PLOTTED)

EASEMENT IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN DEED BOOK 626, PAGE 417 (EXCEPTION #5 - PLOTTED)

RESTRICTIONS AND CONDITIONS CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED IN DEED BOOK 617, PAGE 75, DELETING THEREFROM ANY REFERENCE AS TO RACE, CREED, COLOR, INITIONAL ORIGIN, FAMILIAL STATUS OR SEXUAL ORIENTATION. [EXCEPTION 6-NON-DELINEABLE]

PRIVATE RIGHT-OF-WAY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 18972, PAGE 56. (EXCEPTION 7 - PLOTTED)

EASEMENT EXCHANGE AGREEMENT RECORDED IN OFFICIAL RECORD BOOK 22307, PAGE 1049, AS AMENDED IN OFFICIAL RECORD BOOK 23061, PAGE 1205. (EXCEPTION 8 - PLOTTED)

TERMS AND CONDITIONS CONTAINED IN THE RIGHT OF WAY OCCUPANCY NOTICE RECORDED IN OFFICIAL RECORD BOOK 23077, PAGE 205. (EXCEPTION 9 - PLOTTED)

7. UPON REVIEW OF THE TITLE COMMITMENT SCHEDULE 8 - SECTION II EXCEPTIONS, ISSUED BY FIRST AMERICAN ITTLE INSURANCE COMPANY, FILE IO: ICS-84689-MICH / LOISTORER REF. TONTI HOACE DIVES PEFFCTIVE DOIL & MUNARY & 2014, AS DA M, AS RECORD BOCK 2335, PAGE 1937, PUBLIC RECORDS OF PAM ESCH COUNTY, FLORID, T IS THE OPINION OF THIS OFFECT ID THE REST OF OUR INVELODE WID BELIEF THAT THE FOLLOWING IMMITERS AFFECTING THE SUBJECT PROPERTY ARE SHOWN OR NOTED HEREON

PROVISIONS OF THE PLAT OF MORRISON HOMES, RECORDED IN PLAT BOOK 23, PAGE 189, AS AFFECTED BY RESOLUTION HO. R-19-303 RECORDED IN BOOK 10959, PAGE 1706 AND RESOLUTION NO. R-2010-1099 RECORDED IN BOOK 29399, PAGE 1236 (EXCEPTION #9 - AS TO SUBJECT PARCEL)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN EASEMENT AND RIGHT OF INGRESS AND EGRESS RECORDED IN DEED BOOK 1140, PAGE 573 AND DEED BOOK 1150, PAGE 236 (EXCEPTION #10-AS TO SUBJECT PARCEL)

GRANT OF EASEMENT RECORDED IN BOOK 1872, PAGE 624. (EXCEPTION #11 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1653, PAGE 965. (EXCEPTION #12 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1540, PAGE 9. (EXCEPTION #1 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1536, PAGE 509. (EXCEPTION #14 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1509, PAGE 494. (EXCEPTION #15 - PLOTTED

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1472, PAGE 5. (EXCEPTION #16 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1502, PAGE 215. (EXCEPTION #17 - PLOTTED)

AVIGATION AND CLERANCE EASEMENT RECORDED IN BOOK 1526, PAGE 105. (EXCEPTION #18 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1528, PAGE 439. (EXCEPTION #19 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1526, PAGE 110. (EXCEPTION #20 - PLOTTED)

TO BE ENTE OF EASENEUT BECORDED BETEREUT

VIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1528. PAGE 445 (EXCEPTION 21 - PLOTTED)

AVIGATION AND CLEARANCE EASEMENT RECORDED IN BOOK 1528, PAGE 450 (EXCEPTION #22 - PLOTTED)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE RECORDED IN BOOK 3557, PAGE 862. (EXCEPTION #23.)

THE TERMS. PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE RECORDED IN BOOK 3557, PAGE 860, (EXCEPTION #24)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE RECORDED IN BOOK 3557, PAGE 863. (EXCEPTION #25)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE RECORDED IN BOOK 3556, PAGE 1995 (EXCEPTION #26)

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE ORDED IN BOOK 3557, PAGE 865. (EXCEPTION #27)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN UNITY OF TITLE RECORDED IN BOOK 3557, PAGE 884. (EXCEPTION #28)

EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 10838, PAGE 250, AS AFFECTED BY 24040, PAGE 294. (EXCEPTION #29)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN FINAL JUDGMENT IN REGARD TO AVIGATION EASEMENT RECORDED IN BOOK 1812, PAGE 1407. (EXCEPTION #30 - APPLICABLE AND PLOTTED)

EASEMENT RECORDED IN BOOK 1528, PAGE 95 AND BOOK 1528, PAGE 118, AS AFFECTED BY BOOK 1536, PAGE 517. (EXCEPTION #31 - PLOTTED)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RELEASE OF PROVISIONS OF SETTLEMENT AND CLOSING ARREEMENT FROM CHS. PROFERIES, A FURDIG GENERAL PARTNERSHIP TO PAUM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED IN BOOK 11317, PAGE 11. (EXCEPTION #32

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RELEASE OF EASEMENT RECORDED IN BOOK 11317, PAGE 14. (EXCEPTION #33)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN TERMINATION OF EASEMENT RECORDED IN BOOK 11317, PAGE 18. (EXCEPTION #34 - NOT APPLICABLE)

AVIGATION EASEMENT RECORDED IN BOOK 11317, PAGE 30, AS AFFECTED BY BOOK 16969, PAGE 245. (EXCEPTION #35 - PLOTTED)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN DECLARATION OF UNITY OF CONTROL AND CROSS ACCESS EASEMENTS/ARCHITECTURAL RESTRICTIVE COVENANTS RECORDED IN BOOK 11317, PAGE 48, IECKEPTION X85 - AS TO SUBJECT

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN USE AND MAINTENANCE AGREEMENT RECORDED IN BOOK 11317, PAGE 81. (EXCEPTION #37 -PLOTTED

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN GRANT OF EASEMENT RECORDED IN BOOK 11317, PAGE 89. (EXCEPTION #38 - AS TO SUBJECT PARCEL)

PRIVATE RIGHT-OF-WAY EASEMENT RECORDED IN BOOK 18972, PAGE 56. (EXCEPTION #39

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN EASEMENT EXCHANGE AGREEMENT RECORDED IN BOOK 2207, PAGE 1049, AS AFFECTED BY BOOK 23091, PAGE 1230, [EXCEPTION #40 - PLOTTED]

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN RESOLUTION NO. R-2010-1069 RECORDED IN BOOK 23939, PAGE 1236. (EXCEPTION #41 - AS TO SUBJECT

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN DECLARATION OF DRAINAGE EASEMENT RECORDED IN BOOK 24305, PAGE 1884. (EXCEPTION #42 - PLOTTED)

THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN AFFIDAVIT OF WAIVER RECORDED IN BOOK 24356, PAGE 1657. (EXCEPTION #43 - PLOTTED)

TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAMING THROUGH THE LESSEE(S) UNDER THE LEASE(S). (EXCEPTION #44-NOT A PLOTTABLE ITEM)

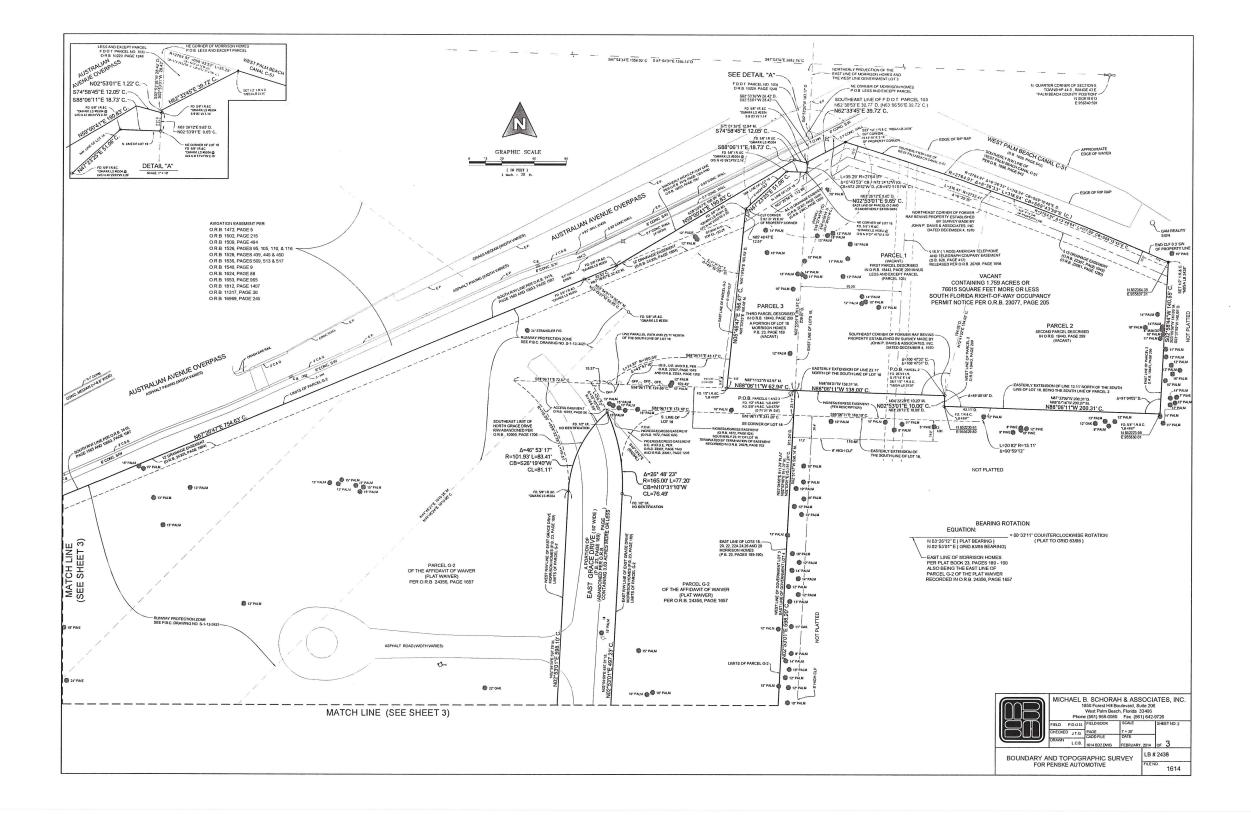
COORDINATES NOTE: STATE PLANE COORDINATES SHOWN ARE GRID DATUM = NAD 83, 1990 ADJUSTMENT ZONE = FLORIDA FAST LINEAR UNITS = US SURVEY FOOT COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION ALL DISTANCES ARE GROUND PROJECT SCALE FACTOR = 1.0000429 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990 ADJUSTMENT. FLORIDA EAST ZONE.

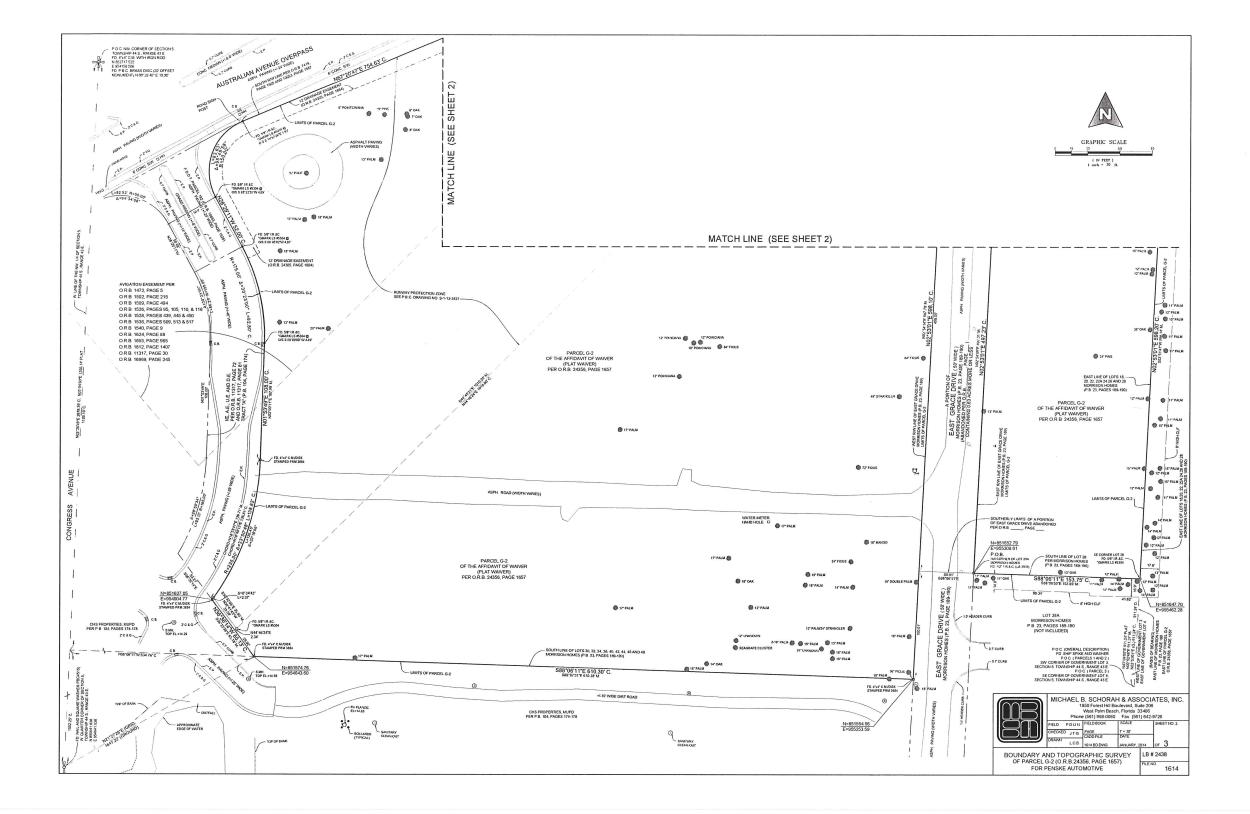
DATE OF LAST FIELD WORK: 2/26/14

SIGNATURE DATE : BY: LESUE C BISPOTT PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NUMBER 5698

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.







## <u>LEASE PARCEL G-1</u> (Parcel 3 - PBIA Parcel Identification Map)

A PARCEL OF LAND BEING ALL OF PARCEL G-1 OF THE AFFIDAVIT OF WAIVER (PLAT WAIVER) AS RECORDED IN OFFICIAL RECORD BOOK 24356, PAGE 1699 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CONSISTING OF 38,838 SQUARE FEET OR 0.8916 ACRES MORE OR LESS.

Exhibit "A" - Premises Description Palm Auto Plaza, LLC

# Laura Beebe

From: Sent: To: Subject: Scott Marting [SMarting@pbcgov.org] Friday, June 05, 2015 7:47 AM Laura Beebe RE: Palm Auto Plaza Lease

I think it would be best just to let Barbara know that no insurance is required at this time. If need be, just attach this email.

Thank you,

Scott Marting, ARM, CSP Insurance and Claims Manager Property and Liability Division Palm Beach County Risk Management 100 Australian Avenue, Suite 200 West Palm Beach, FL 33406 <u>smarting@pbcgov.org</u> Office: 561-233-5432 Fax: 561-233-5420



From: Laura Beebe [mailto:lmbeebe@pbia.org] Sent: Thursday, June 04, 2015 5:22 PM To: Scott Marting Subject: Palm Auto Plaza Lease

Scott,

I will be processing an amendment to the attached lease in the near future. The company is still working its way through the zoning & permitting process (the property is vacant land) and is not currently required to have insurance per the lease. Under the new PPM, it's my understanding that we need to attach an ITS report noting the company is compliant with the insurance requirements. We were holding off sending this to ITS until the insurance requirements actually kicked in. Do you want us to send it to them with the understanding that no insurance is currently required or hold off and let Barbara know that we didn't attach a compliance report to the amendment since no insurance is currently required?

The amendment doesn't modify any of the insurance requirements.

Please let me know how you'd like to handle it when you get a chance.

### Laura Beebe

Deputy Director, Airports Business Affairs Palm Beach County Department of Airports 846 Palm Beach International Airport

1

## AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Michigan

COUNTY OF Oakland

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Secretary/Treasurer of Palm Auto Plaza, LLC, limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a [select (a) or (b)] (a) manager managed or (b) member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain First Amendment to Development Site Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of

organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

ut

Thomas E. Schmitt, Secretary/Treasurer

SWORN TO AND SUBSCRIBED before me on this 2<sup>nd</sup> day of September, 2015, by Thomas E. Schmitt, Secretary/Treasurer of **Palm Auto Plaza**, **LLC**, on behalf of the Company who is personally known to me.

Notary Signature

Laura M. Gualdoni

Print Notary Name

NOTARY PUBLIC

State of Michigan at larg

LAURA GUALDONI Notary Public - Michigan Oakland County My Commission Expires Feb 5, 2020 Acting in the County of <u>Oa Hland</u>

My Commission Expires:

February 5, 2020