

Agenda Item #: **3H-9**

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	May 16, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve:

- A) a Fourth Amendment to Hotel Lease between CityPlace Hotel, LLC and Palm Beach County (R2013-0104) to add additional land area into the Hotel Lease;
- B) a Right-of-Way Maintenance Agreement in favor of the City of West Palm Beach for maintenance of the landscaping within the median and right-of-way for Florida Avenue;
- C) a Sidewalk Easement in favor of the City of West Palm Beach;
- D) a Utility Easement in favor of the City of West Palm Beach to provide water service to the Hotel; and
- E) a Utility Easement Agreement in favor of FPL to provide for electrical service to the Hotel; and
- F) a Fifth Amendment to Development Agreement between Palm Beach, The Related Companies, LP and CityPlace, LLC to document that substantial completion has been obtained.

**Summary:** On January 15, 2013, the Board approved a Hotel Lease for the construction and operation of the Convention Center Hotel. During the design and construction of the Hotel, County Staff requested that the Hotel loading dock area be reconfigured to provide a fully enclosed segregated area for service and delivery vehicles to shield those vehicles from view from the entrance drive to the Convention Center. This required the Hotel to utilize approximately 11,800 sf of the Convention Center property which was not originally included within the leased premises. In addition, CityPlace Hotel agreed to construct an enclosed walkway connecting the Convention Center and the Hotel, which also was not included in the leased premises. This Fourth Amendment adds the loading dock and the connecting walkway into the leased premises. As a condition of issuing development approvals for the Hotel, the City of West Palm Beach required landscaping to be planted in the median of Florida Avenue and the County, as owner of the Hotel property, to be responsible for maintenance of the landscaping. The Right of Way Maintenance Agreement documents the County’s maintenance responsibilities and acknowledges that CityPlace Hotel will perform said maintenance. The Fourth Amendment to Hotel Lease requires CityPlace Hotel to perform all obligations of the County under the Maintenance Agreement. The Utility Easement (water) and Sidewalk Easement along Florida Avenue are also required by the City of West Palm Beach. The Utility Easement in favor of FPL is required to provide electrical service to the Hotel. The easement areas vary in length and width, containing overall approximately 6,609 square feet (0.152 acres). All of the foregoing documents are required for issuance of a Final Certificate of Occupancy for the Hotel. The Hotel opened for business in January of 2016 under a temporary Certificate of Occupancy. The Fifth Amendment to Development Agreement documents that Substantial Completion has been achieved and extends the deadline for achieving Final Completion to 120 days after the Board’s approval of the Fifth Amendment. The Rent Commencement Date is not extended and is fixed at July 1, 2017. Consent of CityPlace Hotel’s mortgagees will be obtained prior to release of the approved documents. (PREM) District 7 (HJF)

Continued on Page 3

Attachments:

- 1. Location Map
- 2. Fourth Amendment to Hotel Lease
- 3. Right-of-Way Maintenance Agreement
- 4. Sidewalk Easement
- 5. Utility Easement (water)
- 6. Utility Easement Agreement (FPL)
- 7. Fifth Amendment to Development Agreement

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>    *    </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

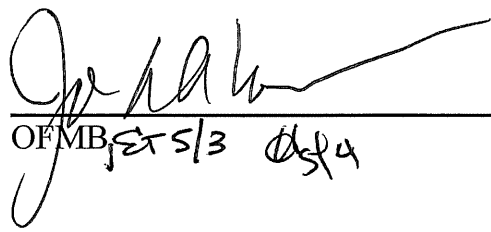
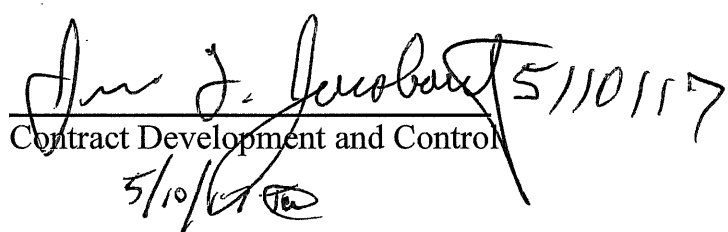
B. Recommended Sources of Funds/Summary of Fiscal Impact:

\* No fiscal impact. See discussion of Rent in background section.

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB 5/3/17	 Contract Development and Control 5/10/17
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B. Legal Sufficiency:

  
Assistant County Attorney 5/11/17

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**Background and Justification:** CityPlace Hotel's initial design for the Hotel had the Hotel's loading dock area configured to access directly onto the redesigned main entrance drive for the Convention Center. During the design process for the Hotel and after CityPlace Hotel received its initial site plan approval from the City, County and Convention Center Staff requested that the Hotel's loading dock be screened from view from the Convention Center's main entrance drive. In order to provide sufficient room for service and delivery vehicles to make required turning movements, the loading dock area was expanded onto Convention Center property, a privacy wall was constructed, and the main access drive for the Convention Center was reconfigured. The Fourth Amendment to Hotel Lease expands the leased premises by 13,368 sf (.31 acres) to incorporate the loading dock expansion area, the connecting walkway to the Convention Center and an outdoor sidewalk running from the Hotel to the Convention Center. The Fourth Amendment also requires CityPlace Hotel to perform any and all obligations of the County under the Right-of-Way Maintenance Agreement.

The Utility Easement (water) is required for water lines along the northern and eastern property lines of the Hotel. The eastern easement area is approximately 15.63' wide by approximately 52' long and covers an area of 813 square feet (0.019 acres) and the northern easement area is approximately 12' wide by approximately 12' long and covers an area of 144 square feet (0.003 acres). The Sidewalk Easement runs along the west side of Florida Avenue. The easement area is approximately 15.63' wide by approximately 318.11' long and covers an area of 4,540 square feet (0.104 acres). The Utility Easement in favor of FPL (1,112 sq. ft.) is for an electrical vault located on the eastern side of the Hotel Parcel.

The Fourth Amendment to Development Agreement (R2016-0682) extended the Substantial Completion Deadline to September 30, 2016 and the Final Completion Deadline to February 28, 2017. The Hotel opened for business in January of 2016, and there is no question that the Developer obtained beneficial occupancy by the extended Deadline. The only practical impact of extending the Deadline for Final Completion is that the Rent Commencement Date was tied to Final Completion (120 days thereafter). In order to avoid extending CityPlace Hotel's obligation to pay rent, the Rent Commencement Date has been fixed at July 1, 2017 (120 days after the prior February 28 Final Completion Deadline). Base Rent is only \$1/yr. Percentage Rent is equal to 25% of Hotel Operating Income in excess of the Hotel Income Threshold (defined as income in excess of what is necessary to provide the Tenant a 10% return on invested capital). CityPlace/Related has represented to Staff that they have not generated sufficient income to exceed the income threshold and that therefore, no percentage rent will be payable this first year. Until the first year's audited financial statements are prepared and delivered to the County, Staff will be unable to verify operating income of the Hotel. Fixing the Rent Commencement Date removes any question regarding potential fiscal impact.

The Fifth Amendment to the Development Agreement acknowledges that the developer has achieved Substantial Completion in accordance with the requirements of the Development Agreement, and requires the developer to achieve Final Completion within 120 days of approval of the Fifth Amendment.

D

C

TWP  
43

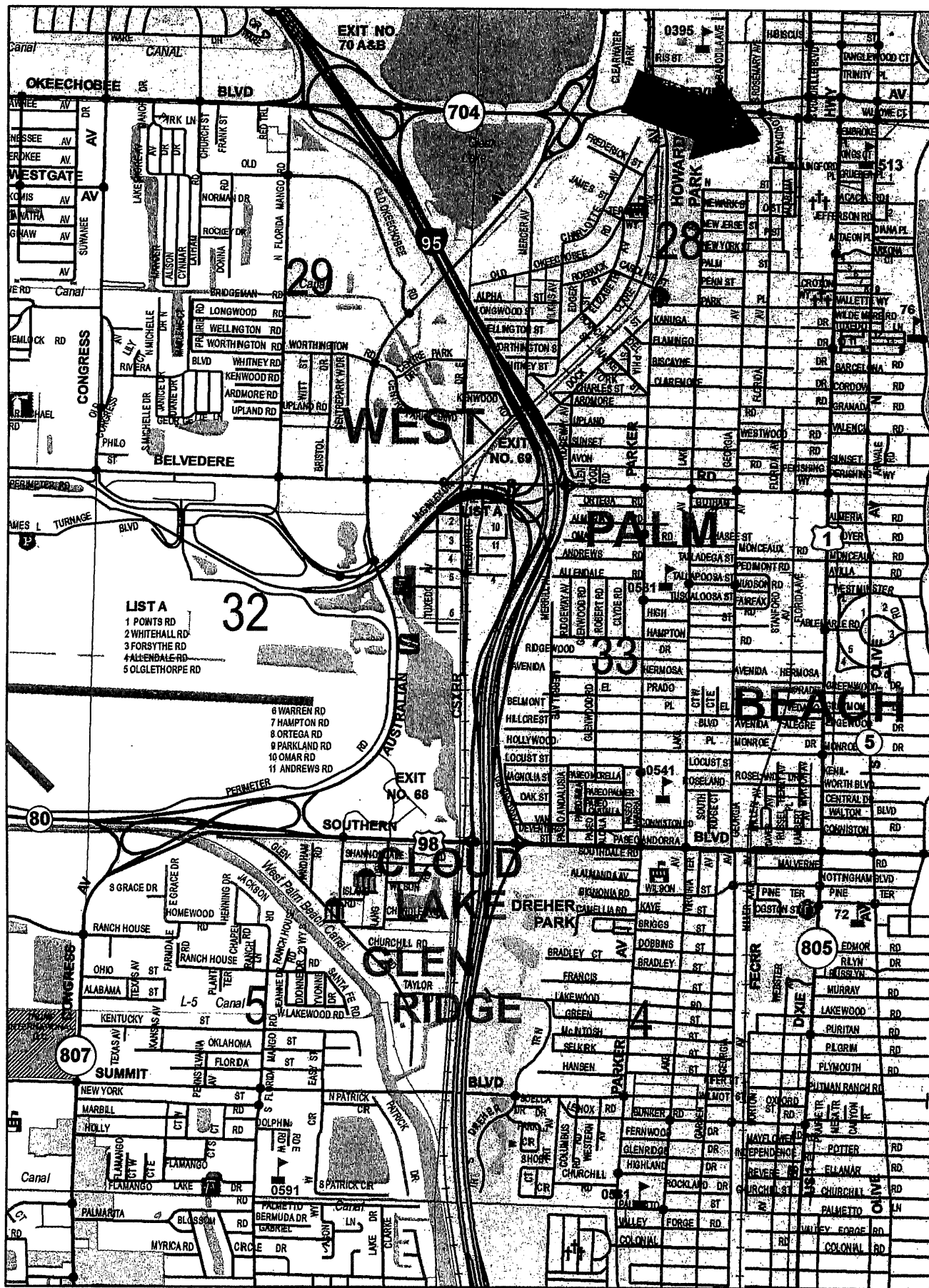
19

TWP  
43

20

TWP  
44

21



RNG 43

RNG 43

LOCATION MAP



**ATTACHMENT 2**

**Fourth Amendment to Hotel Lease**

**28 pages including Exhibits A-D**

## FOURTH AMENDMENT TO HOTEL LEASE

**THIS IS A FOURTH AMENDMENT TO HOTEL LEASE** (this “**Fourth Amendment**”) made and entered into \_\_\_\_\_, 2017 (the “**Effective Date**”), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (“**Owner**”) and CITYPLACE HOTEL, LLC, a Delaware limited liability company (“**Tenant**”).

### WITNESSETH:

**WHEREAS**, Owner and Tenant entered into that certain Hotel Lease dated November 30, 2012 (R2013 - 0104), as amended by Amendment to Hotel Lease dated June 4, 2013 (R2013-0706), Second Amendment to Hotel Lease dated July 22, 2014 (R2014-1090), and Third Amendment to Hotel Lease dated December 15, 2015 (R2015-1857) (collectively, the “**Hotel Lease**”); and

**WHEREAS**, During the design of the Hotel, it was agreed that the loading dock serving the Hotel would be better configured for convenient operation by placing it on adjacent land owned by Owner, with the understanding that the Hotel Land would be expanded to accommodate the loading dock; and

**WHEREAS**, various site and connecting improvements such as the enclosed connecting walkway, sidewalks and utility lines were also designed to be located outside of the Hotel Land on Owner’s property, with the understanding that the Hotel Land would be expanded to accommodate said improvements; and

**WHEREAS**, Tenant has achieved Substantial Completion of the Hotel and has prepared legal descriptions for those areas lying outside the Hotel Land upon which Tenant constructed the improvements described above, and has requested that Owner modify the description of the Hotel Land to include the land upon which said additional improvements were constructed.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein and various other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not otherwise defined herein shall have the same meaning as ascribed to them in the Hotel Lease.

2. Owner and Tenant acknowledge and agree that Substantial Completion of the Hotel has been achieved as of the Effective Date. Accordingly, the date of “Substantial Completion” and the “Hotel Opening Date” as defined in Article I of the Hotel Lease shall hereinafter be the Effective Date. Notwithstanding any other provision of the Hotel Lease or the Development Agreement the Rent Commencement Date is hereby established as July 1, 2017.

3. The “Hotel Land” as defined in Article I of the Hotel Lease is modified to include, collectively, the following additional land owned by Owner:

- (a) That parcel legally described in **Exhibit “A”** attached hereto upon which Tenant has constructed a delivery, service truck parking and loading area; a concrete privacy wall and access gate; lighting; pedestrian stairs; sidewalk; and landscaping (the “**Loading Dock**”);
- (b) That parcel legally described in **Exhibit “B”** attached hereto upon which Tenant has constructed an enclosed walkway connecting the Hotel and Convention Center (the “**Connecting Walkway**”); and
- (c) That parcel legally described in **Exhibit “C”** attached hereto, upon which Tenant has constructed a sidewalk providing pedestrian access from the Hotel to the Convention Center (the “**Sidewalk**”).

The Loading Dock, Connecting Walkway and Sidewalk shall be deemed part of the Premises and governed by each and every provision of the Hotel Lease.

4. Tenant hereby assumes, and agrees to perform at its sole cost and expense, all obligations of County arising from or out of the Right of Way Maintenance Agreement of even date herewith between the City of West Palm Beach and Owner, the form of which is attached hereto as **Exhibit “D”** and made a part hereof (the “**Maintenance Agreement**”); provided, that, Tenant’s obligations and potential liabilities arising pursuant to this assumption shall be limited to the extent that such corresponding obligations and potential liabilities would be applicable to the County under the Maintenance Agreement.

5. The gate at the street entrance to the Loading Dock shall be kept closed at all times except as required for immediate ingress or egress of delivery and service vehicles, emergencies, or as otherwise necessary to avoid interference with regular Hotel operations. Any modification to the gate as originally installed by Tenant and accepted by Owner, shall require the prior review and written approval of Owner, not to be unreasonably withheld, conditioned, or delayed.

6. Tenant has properly completed the installation of the “green wall” plantings on the south facing side of the concrete privacy wall in accordance with the Landscape As-

Built plans prepared by Kimley Horn dated December 19, 2016, revision date May 3, 2017. Tenant shall maintain said plantings in good, healthy and sightly condition at all times during the term of this Hotel Lease.

7. Section 7.3.c., Required Certificates, of the Hotel Lease is hereby modified to add the following:

All insurance certificates to be delivered by Tenant to Owner under this Article shall be submitted to Insurance Tracking Services, Inc. (ITS), Owner's authorized insurance consultant, by either mail, facsimile, or e-mail, as follows:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
Email: [pbcc@instracking.com](mailto:pbcc@instracking.com)  
Facsimile: (562) 435-2999

8. Section 32.1, Non-Discrimination, of the Hotel Lease is hereby deleted and replaced with the following:

**Section 32.1 Non-Discrimination**

Tenant shall assure and certify that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

Tenant has submitted to Owner a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to Owner that Tenant will conform to the Owner's non-discrimination policy as provided in R-2014-1421, as amended.

9. Section 36.25, Office of the Inspector General, is hereby added to the Hotel Lease as follows:

**Section 36.25 Office of the 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 Tenant, 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 misdemeanor.

10. The address information for notices to Tenant under Section 25.1(a) of the Hotel Lease is hereby replaced with the following:

If to Tenant:           CityPlace Hotel, LLC  
                                  c/o The Related Companies, L.P.  
                                  700 South Rosemary Avenue, #200  
                                  West Palm Beach, Florida 33401  
                                  Attention: Gopal Rajegoda

With a copy to:       CityPlace Hotel, LLC  
                                  c/o The Related Companies, L.P.  
                                  60 Columbus Circle, 19<sup>th</sup> Floor  
                                  New York, New York 10023  
                                  Attention: Gopal Rajegoda

With a copy to:       Adam I. Bregman, Esq.  
                                  Shutts & Bowen LLP  
                                  525 Okeechobee Blvd., Suite 1100  
                                  West Palm Beach, Florida 33401

11. Except as set forth herein, the Hotel Lease, as amended, remains unrevised and in full force and effect, and the parties hereby ratify, confirm and adopt the Hotel Lease, as amended, in accordance with the terms hereof. If there is any conflict between the terms of this Fourth Amendment and the Hotel Lease, the terms of this Fourth Amendment shall control. Owner represents and warrants that, to the best of the Owner’s knowledge, there is no existing default or Event of Default (matured or unmatured) with respect to Tenant’s obligations under the Hotel Lease, nor do any state of facts exist which, with the giving or notice or the passage of time, or both, would constitute a default or Event of Default by Tenant under the Hotel Lease. Tenant represents and warrants that, to the best of the Tenant’s knowledge, there is no existing default or Event of Default (matured or

unmatured) with respect to Owner's obligations under the Hotel Lease, nor do any state of facts exist which, with the giving or notice or the passage of time, or both, would constitute a default or Event of Default by Owner under the Hotel Lease. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by Tenant and Owner and approved by the Palm Beach County Board of County Commissioners.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida

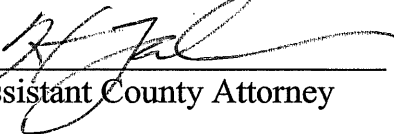
ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

By its BOARD OF COUNTY  
COMMISSIONERS


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

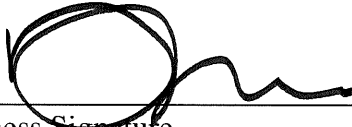
By:  \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS


By:  \_\_\_\_\_  
Department Director



WITNESSES:


  
\_\_\_\_\_  
Witness Signature

DAVID HORVATH  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Signature

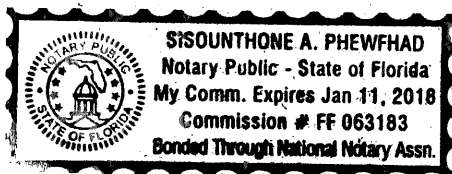
Adam Bregman  
\_\_\_\_\_  
Print Name

CITYPLACE HOTEL, LLC, a Delaware  
limited liability company

  
By: \_\_\_\_\_  
Name: GOPAL RAJEGOWDA  
Title: VICE PRESIDENT

State of Florida )  
County of Palm Beach ) SS:

On the 8th day of May, in the year 2017, before me, the undersigned, personally appeared Gopal Rajegowda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(AFFIX NOTARY SEAL)

  
\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Serial Number, if any)

\_\_\_\_\_  
(My Commission Expires)

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF LOADING DOCK**

EXHIBIT "A"

DESCRIPTION: LOADING, ENTRY AND SIDEWALK EASEMENT

A PORTION OF TRACT "1", CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN-MOST NORTHEAST CORNER OF SAID TRACT "1"; THENCE SOUTH 01°12'05" WEST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT "1", A DISTANCE OF 59.86 FEET; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 136.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET, A CENTRAL ANGLE OF 50°50'11", FOR AN ARC DISTANCE OF 19.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 37°57'44" WEST, A DISTANCE OF 25.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 56.00 FEET, A CENTRAL ANGLE OF 50°50'11", FOR AN ARC DISTANCE OF 49.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 98.79 FEET; THENCE NORTH 01°12'05" EAST, A DISTANCE OF 21.17 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 16°10'44" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 77.28 FEET, A CENTRAL ANGLE OF 17°45'59", FOR AN ARC DISTANCE OF 23.96 FEET; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 290.04 FEET TO THE POINT OF BEGINNING. THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH A NORTHERLY BOUNDARY OF SAID TRACT "1".

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 11,858 SQUARE FEET OR 0.272 ACRES MORE OR LESS.

NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE EAST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CRAVEN THOMPSON & ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION NUMBER 271

Douglas M. Davie,

PSM 4343

Digitally signed by Douglas M. Davie, PSM 4343

DN: cn=Douglas M. Davie, PSM 4343, o=Craven

Thompson & Associates, Inc., ou=Survey,

email=ddavie@craventhompson.com, c=US

Date: 2017.03.17 15:45:19 -04'00'

DOUGLAS M. DAVIE.

PROFESSIONAL SURVEYOR AND MAPPER NO. 4343

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

SHEET 1 OF 2

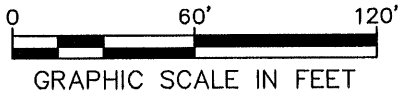
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Created on 6/28/2016 12:01:00 PM REV 6/28/16, 2<sup>ND</sup> REVISION 3/17/17  
DMD/dmd



CRAVEN • THOMPSON & ASSOCIATES, INC.  
ENGINEERS • PLANNERS • SURVEYORS

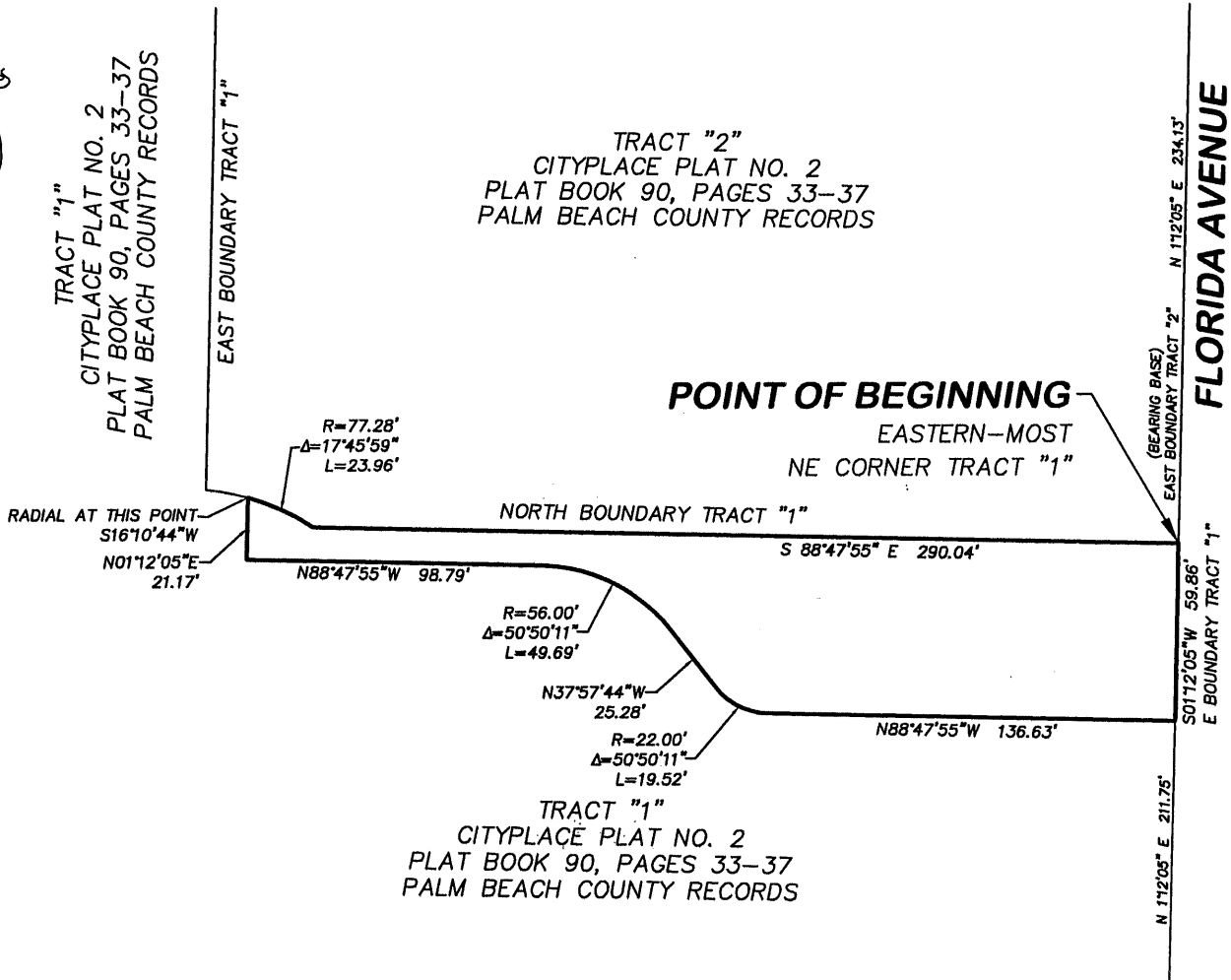
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT  
PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: THE RELATED COMPANIES



NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION  
LOADING, ENTRY & SIDEWALK EASEMENT



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH_AND_D</p>
REVISE PER CNTY COMMENTS	6/28/16	DMD	DMD	
REVISE PER COUNTY COMMENTS	3/17/17	DMD	DMD	
JOB NO.: 97-0072-052	DRAWN BY: DMD	CHECKED BY: RAY	F.B.N/A PG.N/A	DATED: 04/12/16

**EXHIBIT “B”**

**LEGAL DESCRIPTION OF CONNECTING WALKWAY**

## EXHIBIT "B"

### LEGAL DESCRIPTION: CONNECTOR ACCESS

A PORTION OF TRACT "1", CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "2", OF SAID CITYPLACE PLAT NO. 2; THENCE NORTH 01°12'05" EAST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT "1", A DISTANCE OF 58.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 28.21 FEET; THENCE NORTH 01°06'45" EAST, A DISTANCE OF 4.46 FEET; THENCE NORTH 88°53'15" WEST, A DISTANCE OF 1.25 FEET; THENCE NORTH 01°06'45" EAST, A DISTANCE OF 8.92 FEET; THENCE SOUTH 88°53'15" EAST, A DISTANCE OF 1.25 FEET; THENCE NORTH 01°06'45" EAST, A DISTANCE OF 4.77 FEET, THE LAST FIVE (5) DESCRIBED COURSES BEING COINCIDENT WITH THE EAST BUILDING LINE OF THE CONVENTION CENTER; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 28.24 FEET; THENCE SOUTH 01°12'05" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 18.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 524 SQUARE FEET OR 0.012 ACRES MORE OR LESS.

### NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE WEST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.

### CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER 271  
Douglas M. Davie,  
PSM 4343

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven  
Thompson & Associates, Inc., ou=Survey,  
email=ddavie@craventhompson.com, c=US  
Date: 2016.06.28 13:06:05 -04'00'

**DOUGLAS M. DAVIE.**  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

### SHEET 1 OF 2

N:\clerical\JOBS\1997\97-0072-052-01\LEGALS\SD CONNECTOR ACCESS.doc  
Created on 6/20/2014 5:29:00 PM REV 6/28/16  
DMD/dmd



CRAVEN • THOMPSON & ASSOCIATES, INC.  
ENGINEERS • PLANNERS • SURVEYORS

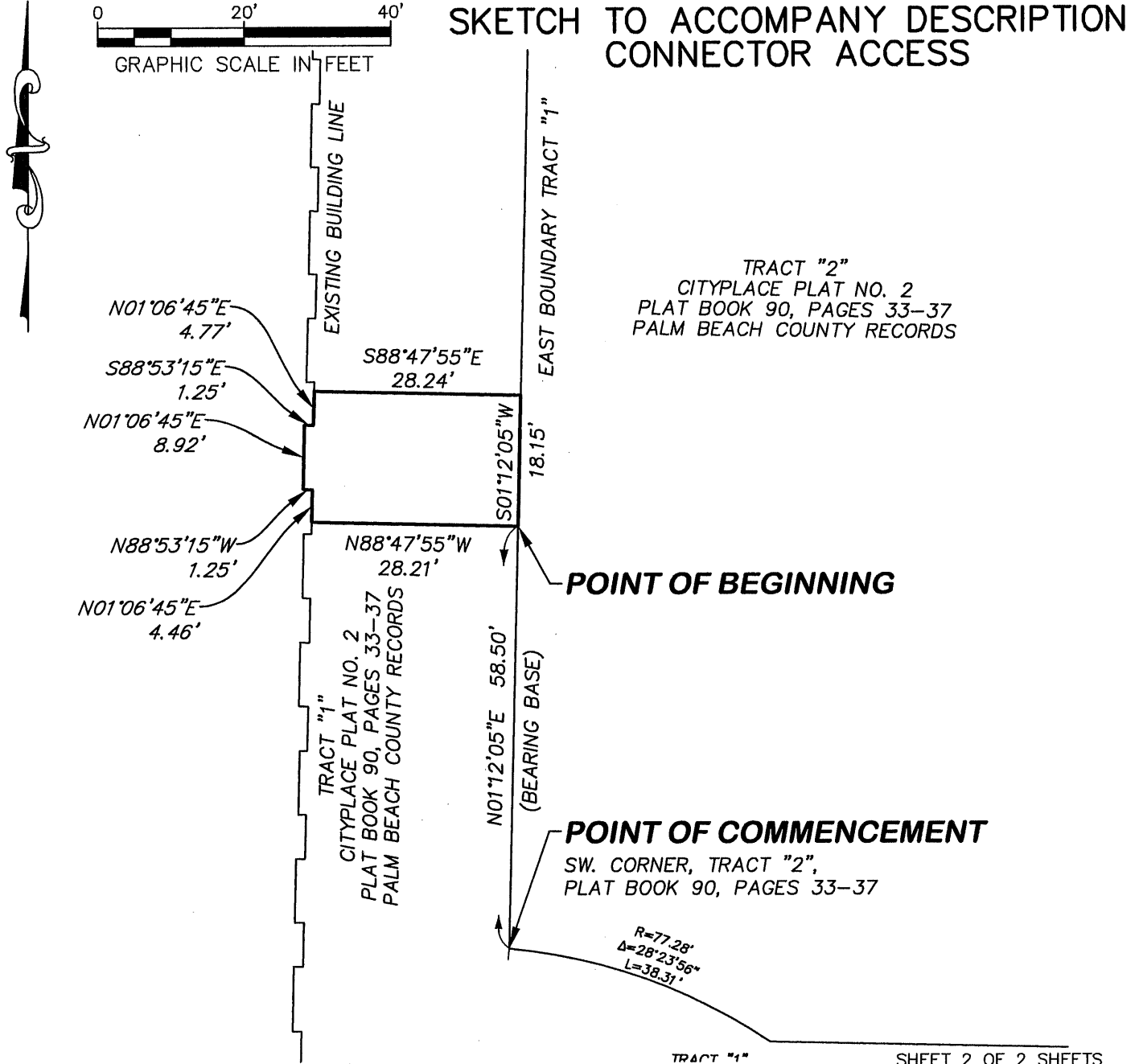
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT  
PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: **THE RELATED COMPANIES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION  
CONNECTOR ACCESS



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH_AND_D</p>
REVISE PER CNTY COMMENTS	6/28/16	DMD	DMD	
JOB NO.: 97-0072-052	DRAWN BY: DMD	CHECKED BY: RAY	F.B.N/A PG.N/A	DATED: 6/23/14



**EXHIBIT “C”**

**LEGAL DESCRIPTION OF SIDEWALK**

EXHIBIT "C"

DESCRIPTION: SIDEWALK CONNECTOR EASEMENT

PORTIONS OF TRACT "1", CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "1"; THENCE SOUTH 01°12'05" WEST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT "1", A DISTANCE OF 78.43 FEET TO THE POINT OF BEGINNING #1; THENCE CONTINUE SOUTH 01°12'05" WEST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 6.34 FEET, TO A POINT HEREIN KNOWN AS REFERENCE POINT A; THENCE NORTH 65°24'24" WEST, A DISTANCE OF 13.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE NORTHWESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 6.50 FEET, A CENTRAL ANGLE OF 93°36'56", FOR AN ARC DISTANCE OF 10.62 FEET TO THE POINT OF CUSP; THENCE NORTH 20°59'22" EAST, A DISTANCE OF 17.45 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHERLY AND SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 86°23'46", FOR AN ARC DISTANCE OF 7.54 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65°24'24" EAST, A DISTANCE OF 13.84 FEET TO THE POINT OF BEGINNING #1.

TOGETHER WITH:

COMMENCE AT SAID REFERENCE POINT A; THENCE SOUTH 01°12'05" WEST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT "1", A DISTANCE OF 74.70 FEET TO THE POINT OF BEGINNING #2; THENCE CONTINUE SOUTH 01°12'05" WEST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 8.00 FEET; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 13.82 FEET; THENCE SOUTH 01°12'05" WEST, A DISTANCE OF 99.66 FEET; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 01°12'05" EAST, A DISTANCE OF 107.66 FEET; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 19.82 FEET TO THE POINT OF BEGINNING #2.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 986 SQUARE FEET OR 0.023 ACRES MORE OR LESS.

NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE WEST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER 271

Douglas M. Davie,  
PSM 4343

DOUGLAS M. DAVIE.  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven  
Thompson & Associates, Inc., ou=Survey,  
email=ddavie@craventhompson.com, c=US  
Date: 2016.06.28 13:12:55 -04'00'

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.



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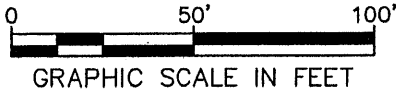
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: **THE RELATED COMPANIES**



NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

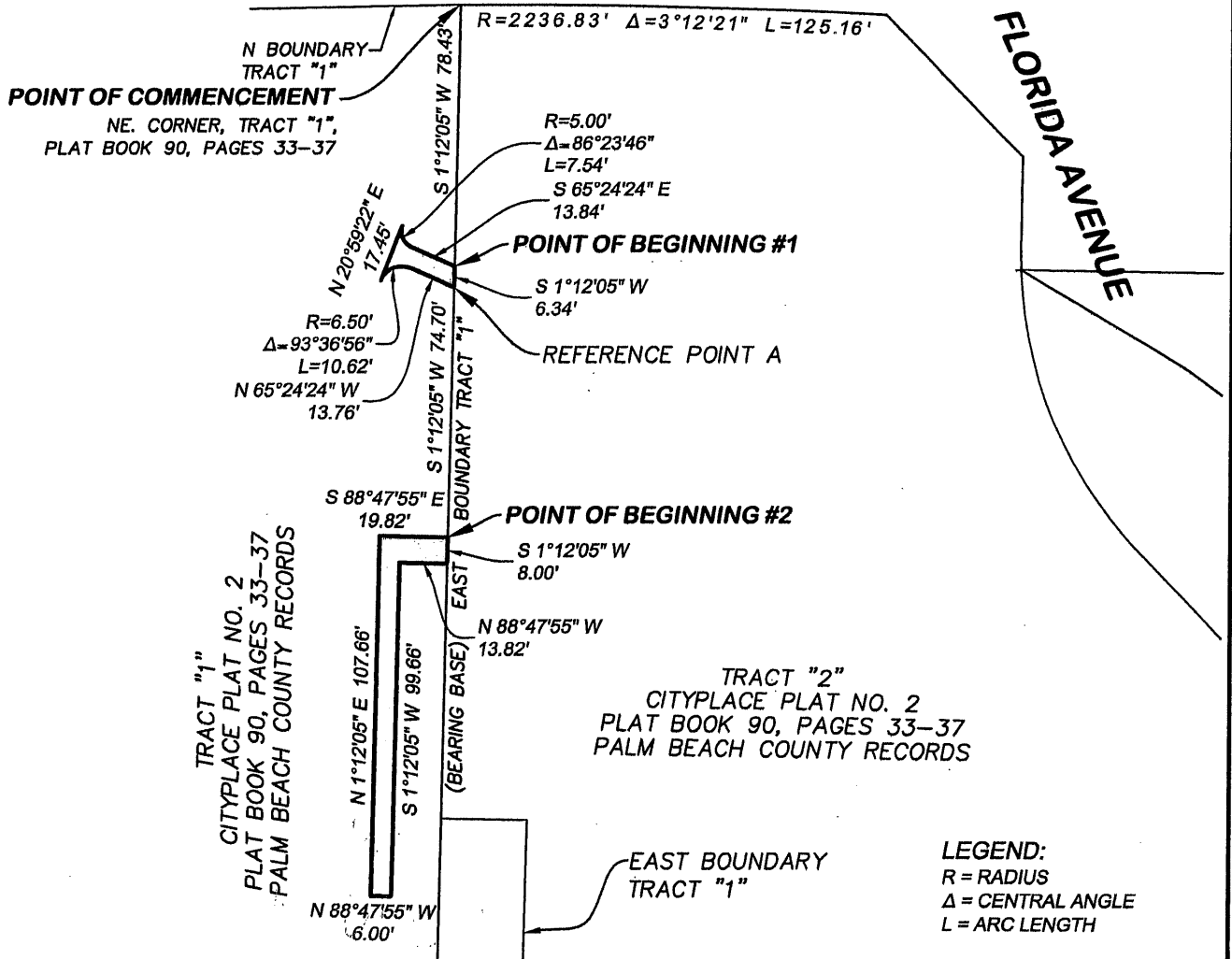
**SKETCH TO ACCOMPANY DESCRIPTION  
SIDEWALK CONNECTOR EASEMENT**

**EASTBOUND OKEECHOBEE BOULEVARD**

RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY MAP FOR STATE ROAD NO. 704,

SECTION 93280-0000, SHEETS 5, 6 AND 7 OF 8



LEGEND:  
R = RADIUS  
Δ = CENTRAL ANGLE  
L = ARC LENGTH

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH_AND_D</p>
REVISE PER CNTY COMMENTS	6/28/16	DMD	DMD	
JOB NO.: 97-0072-052	DRAWN BY: DMD	CHECKED BY: RAY	F.B.N/A PG.N/A	DATED: 4/13/16

**EXHIBIT “D”**

**FORM OF MAINTENANCE AGREEMENT**

## EXHIBIT "D"

This Instrument Prepared by  
And Should Be Returned to:

Nancy D. Urcheck, Esq.  
CITY OF WEST PALM BEACH  
Office of the City Attorney  
401 Clematis Street  
West Palm Beach, FL 33401

Will Call Box 186

Parcel Control No. 74-43-43-21-17-002-0000

### **RIGHT-OF-WAY MAINTENANCE AGREEMENT**

Contract No. 18229

Resolution No.

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT is made by and between the **CITY OF WEST PALM BEACH**, a municipal corporation, its successors and assigns (hereinafter referred to as "City"), having an address of 401 Clematis Street, West Palm Beach, Florida 33401, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter "County").

WHEREAS, pursuant to Resolution No. 329-13 of the City Commission of the City of West Palm Beach, Florida, approving the site plan for the convention center hotel, the owner of the hotel parcel shall be responsible for maintaining the landscape installed within the Florida Avenue medians and the west side of the right-of-way adjacent to the hotel parcel; and

WHEREAS, the City and County mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Area to Be Maintained. The area to be maintained is the median within the Florida Avenue right-of-way and the landscaped area adjacent to the convention center hotel, along

the west side of the Florida Avenue right-of-way (the “Maintenance Area”), as shown on **Exhibit A**, attached hereto and incorporated herein.

3. County’s Maintenance Responsibilities. County agrees to maintain the Maintenance Area according to the standards set forth below:

3.1 Landscape & Irrigation Improvements. Landscape improvements, including the landscaping, plantings, trees and irrigation system within the Maintenance Area shall be maintained by County, regardless if the said improvement was made by the City or County, by periodic mowing, fertilizing, weeding, curb and sidewalk edging, pruning, litter pickup, necessary replanting, and irrigation system repair.

3.2 Litter. County shall also keep the Maintenance Area free from litter.

3.3 County shall provide maintenance and operation services in a diligent, careful and thorough manner consistent with good property management practice.

3.4 In the event of any claim for damages related to the Maintenance Area, County shall provide written notice of such claim with all related facts and documents to the City.

3.5 County shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement. Furthermore, County shall secure any applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

4. City’s Responsibilities. The following responsibilities and obligation shall remain with the City:

4.1 City shall be responsible for the maintenance of the sidewalk, roadway and curbs and street lighting within the Maintenance Area.

4.2 If at any time it is determined by the City that County is not reasonably maintaining the Maintenance Area pursuant to the terms of this Agreement, the City shall notify County in writing of such deficient maintenance. If County does not correct and improve such deficient maintenance within thirty (30) days of receipt of the City’s written notice, the City may declare County to be in breach of this Agreement and may cause such deficiencies to be corrected and improved and, in addition to any other rights and remedies it may have, the City may bill County for the reasonable costs which shall not exceed the actual costs of such correction and improvement. County shall then remit to the City the amount so billed within thirty (30) days of County’s receipt thereof.

5. Term. This Agreement shall be for an initial term of thirty (30) years from the date this Agreement becomes effective. The initial term shall automatically renew for successive ten (10) year terms, and shall expire in the event the existing convention center hotel structure is demolished.

6. Insurance. County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that County is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

7. Indemnification. To the extent permitted by law and subject to and conditional upon the limitations set forth in Section 768.28, Florida Statutes, the County, its successors and assigns, shall indemnify and hold the City harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, costs and/or expense of whatsoever kind of nature due to personal injury, property damage and/or environmental damage arising in any manner directly or indirectly related to County's failure to maintain the Maintenance Area as provided in this Agreement. This paragraph shall not be construed to require County to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's and/or the County's sovereign immunity under Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as consent by either party to suit by any third party. This clause shall survive the expiration or termination of this Agreement.

8. No Interest or Estate. Except for the right of access to conduct its responsibilities under this Agreement and/or the maintenance of the Maintenance Area, this Agreement does not create in County any claim of any interest or estate of any kind or extent whatsoever in the Maintenance Area by virtue of this Agreement. County agrees that, regardless of any provisions of Sec. 95.361, Fla. Stat., it shall not file any maintenance map over the Maintenance Area.

9. Notices. Whenever either party desires to give notice to the other it must be given by written notice, sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at the place as specified, and the place for giving of notice in compliance with provision of this paragraph. For the present, the parties designate the following as the respected places for giving of notice; to-wit:

To the City: Mayor  
City of West Palm Beach  
City Hall



401 Clematis Street  
West Palm Beach, Florida 33401

With Copy to: City Attorney  
(not to constitute City of West Palm Beach  
notice) P.O. Box 3366  
West Palm Beach, Florida 33402-3366

To County: Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax 561-233-0210

With Copy to: Palm Beach County Attorney's Office  
(not to constitute Attention: Real Estate  
Notice) 301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax 561-355-4398

Gopal Rajegowda  
Senior Vice President  
Related Companies  
C/O  
CityPlace  
701 S. Rosemary Avenue  
Suite 200  
West Palm Beach, FL 33401

10. Non-discrimination. City shall not discriminate against any person in performing its obligations under this Agreement because of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for treatment.

Pursuant to County Resolution R-2014-1421, as may be amended, City shall be required to submit a copy of City's non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above. Should City not have a written non-discrimination policy, a signed statement affirming City's non-discrimination policy is in conformance with Palm Beach County's policy will be required.

11. Non-Binding Mediation. Prior to the commencement of any court action arising out of this Agreement, the parties agree to attempt to resolve the dispute through non-binding mediation with a mediator mutually acceptable to both parties. The costs of such mediation shall be shared equally by the parties.

12. Specific Performance. In the event either party to this Agreement fails or refuses to timely, fully and faithfully perform each and every term, covenant and condition on its part to be performed hereunder, which failure or refusal continues after written notice from the non-defaulting party and expiration of a reasonable period of time under the circumstances in which to cure said default, the same shall constitute a default hereunder. In addition to all rights and remedies which may be provided at law or in equity for such default, the non-defaulting party shall be entitled to seek specific performance by the defaulting party of such term, covenant or condition.

13. Governing Law; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. Assignment. Neither County nor City may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding the foregoing, City acknowledges that County has leased the Hotel Parcel to CityPlace Hotel, LLC and pursuant to said lease CityPlace Hotel is obligated to County to perform all maintenance responsibilities of County and shall be the primary contact for addressing any maintenance issues arising hereunder.

17. 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 citizens of County or City or employees of County or City.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

19. Time of Essence. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

20. Severability. Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the provision declared to be invalid, and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. Waiver. No delay or failure on the part of the City to exercise any right or remedy occurring to the City upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the City from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by the City shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

22. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

23. Entire Agreement. This Agreement and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

24. Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the West Palm Beach City Commission, and shall become effective only when signed by both parties. The date of the last to sign shall be the Effective Date.

25. Covenant Running with the Land; Recording.

25.1 County's responsibilities under this Agreement shall be a covenant running with the hotel property, and shall be binding upon and inure to the benefit of County's successors and/or assigns.

25.2 The parties agree to record this document in the Public Records of Palm Beach County, Florida to be indexed to the hotel property, as indicated in **Exhibit B**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Right-of-Way Maintenance Agreement on the respective dates under each signature.

ATTEST:

**CITY OF WEST PALM BEACH**

\_\_\_\_\_  
Hazeline F. Carson, City Clerk

By: \_\_\_\_\_  
Geraldine Muoio, Mayor

City Attorney’s Office  
Approved as to form and legality

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**  
**COMMISSIONERS**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

Dated: \_\_\_\_\_, 2017

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Department Director

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing Maintenance Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Geraldine Muoio, as Mayor of the City of West Palm Beach, who is personally known to me and who did not take an oath, as an action of the City of West Palm Beach.

(SEAL) \_\_\_\_\_  
Signature of Notary Public  
  
(Print, type or stamp name) \_\_\_\_\_  
  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing Maintenance Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Paulette Burdick, as Mayor of Palm Beach County, who is personally known to me and who did not take an oath, as an action of the Board of Commissioners of Palm Beach County.

(SEAL) \_\_\_\_\_  
Signature of Notary Public  
  
(Print, type or stamp name) \_\_\_\_\_  
  
My commission expires: \_\_\_\_\_

G:\PREM\Agreements\2017\Hilton-ConventionCtr-ROWMaintenance 5.1.17

EXHIBIT A  
PAGE 1

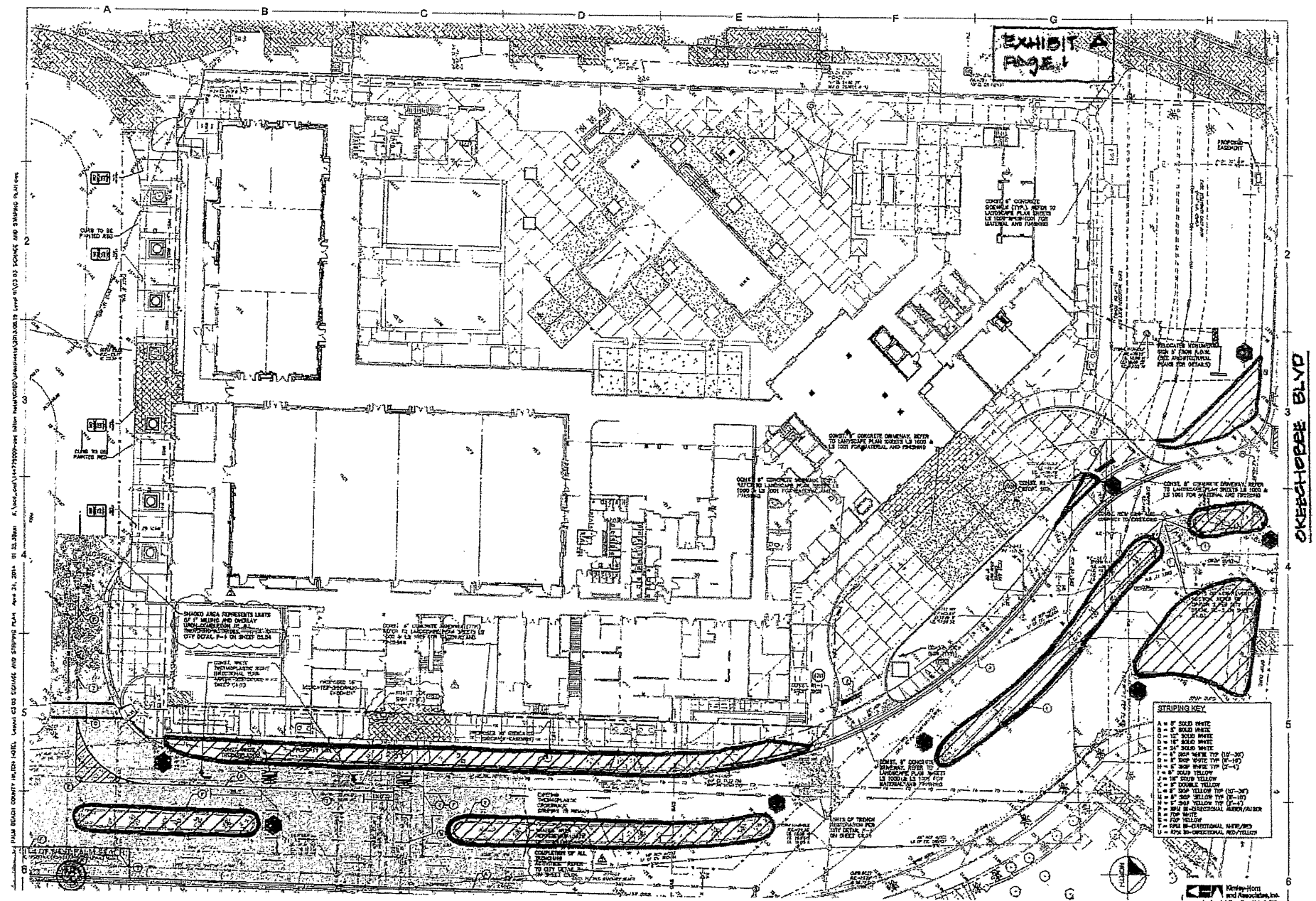
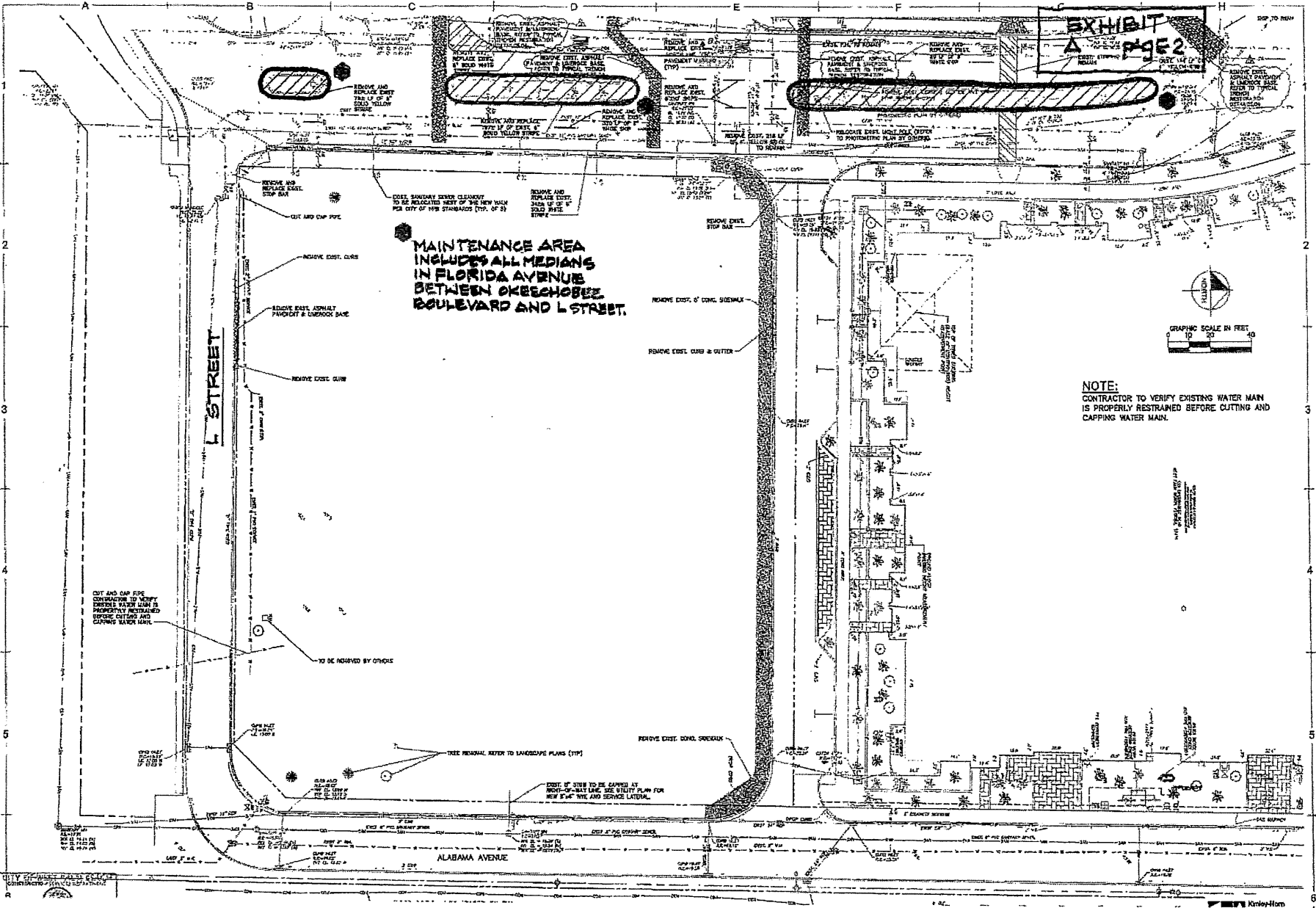


EXHIBIT "A"



24-5-07 THE DAIN BEACH CONVENTION



## EXHIBIT B

### CONVENTION CENTER HOTEL PROPERTY LEGAL DESCRIPTION

A PORTION OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGE(S) 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, LYING IN SECTIONS 21 AND 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT "2", CITYPLACE PLAT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGE(S) 33-37 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT "A" (FLORIDA AVENUE) AS SHOWN ON CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGES 33-37 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID CORNER BEING ON THE EAST BOUNDARY OF TRACT "2" AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY OF THE EAST BOUND LANE OF OKEECHOBEE BOULEVARD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 704. SECTION 93280-0000, SHEETS 5, 6 AND 7 OF 8; THENCE SOUTH 58°55'53" EAST, A DISTANCE OF 49.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 233.50 FEET, A CENTRAL ANGLE OF 60°07'58", A DISTANCE OF 245.06 FEET TO A POINT OF CUSP, SAID POINT BEING ON THE WEST BOUNDARY OF SAID TRACT "A", SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID FLORIDA AVENUE, SAID POINT ALSO BEING ON SAID EAST BOUNDARY OF TRACT "2"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 43°47'55" WEST, A DISTANCE OF 152.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 41°57'41", A DISTANCE OF 93 74 FEET TO THE POINT OF BEGINNING, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG THE WEST BOUNDARY OF TRACT "A", THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID WEST RIGHT-OF-WAY OF FLORIDA AVENUE, THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID EAST BOUNDARY OF TRACT "2".

TOGETHER WITH:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "2", OF SAID CITYPLACE PLAT NO. 2; THENCE NORTH 01°12'05" EAST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT "1", A DISTANCE OF 195.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°12'05" EAST, A DISTANCE OF 86.30 FEET; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 25.05 FEET; THENCE SOUTH 01°12'05" WEST, A DISTANCE OF 86.30 FEET; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 25.05 FEET TO THE POINT OF BEGINNING. THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT SAID EASTERLY BOUNDARY.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAIN 151,535 SQUARE FEET OR 3.479 ACRES MORE OR LESS.

Commonly known as 600 Okeechobee Boulevard, West Palm Beach, Florida.

Parcel Control No. 74-43-43-21-17-002-0000

**ATTACHMENT 3**

**Right of Way Maintenance Agreement**

**11 pages including Exhibits A-B**

This Instrument Prepared by  
And Should Be Returned to:

Nancy D. Urcheck, Esq.  
CITY OF WEST PALM BEACH  
Office of the City Attorney  
401 Clematis Street  
West Palm Beach, FL 33401

Will Call Box 186

Parcel Control No. 74-43-43-21-17-002-0000

## **RIGHT-OF-WAY MAINTENANCE AGREEMENT**

Contract No. 18229

Resolution No.

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT is made by and between the **CITY OF WEST PALM BEACH**, a municipal corporation, its successors and assigns (hereinafter referred to as “City”), having an address of 401 Clematis Street, West Palm Beach, Florida 33401, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter “County”).

WHEREAS, pursuant to Resolution No. 329-13 of the City Commission of the City of West Palm Beach, Florida, approving the site plan for the convention center hotel, the owner of the hotel parcel shall be responsible for maintaining the landscape installed within the Florida Avenue medians and the west side of the right-of-way adjacent to the hotel parcel; and

WHEREAS, the City and County mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Area to Be Maintained. The area to be maintained is the median within the Florida Avenue right-of-way and the landscaped area adjacent to the convention center hotel, along

the west side of the Florida Avenue right-of-way (the "Maintenance Area"), as shown on **Exhibit A**, attached hereto and incorporated herein.

3. County's Maintenance Responsibilities. County agrees to maintain the Maintenance Area according to the standards set forth below:

3.1 Landscape & Irrigation Improvements. Landscape improvements, including the landscaping, plantings, trees and irrigation system within the Maintenance Area shall be maintained by County, regardless if the said improvement was made by the City or County, by periodic mowing, fertilizing, weeding, curb and sidewalk edging, pruning, litter pickup, necessary replanting, and irrigation system repair.

3.2 Litter. County shall also keep the Maintenance Area free from litter.

3.3 County shall provide maintenance and operation services in a diligent, careful and thorough manner consistent with good property management practice.

3.4 In the event of any claim for damages related to the Maintenance Area, County shall provide written notice of such claim with all related facts and documents to the City.

3.5 County shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement. Furthermore, County shall secure any applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

4. City's Responsibilities. The following responsibilities and obligation shall remain with the City:

4.1 City shall be responsible for the maintenance of the sidewalk, roadway and curbs and street lighting within the Maintenance Area.

4.2 If at any time it is determined by the City that County is not reasonably maintaining the Maintenance Area pursuant to the terms of this Agreement, the City shall notify County in writing of such deficient maintenance. If County does not correct and improve such deficient maintenance within thirty (30) days of receipt of the City's written notice, the City may declare County to be in breach of this Agreement and may cause such deficiencies to be corrected and improved and, in addition to any other rights and remedies it may have, the City may bill County for the reasonable costs which shall not exceed the actual costs of such correction and improvement. County shall then remit to the City the amount so billed within thirty (30) days of County's receipt thereof.

5. Term. This Agreement shall be for an initial term of thirty (30) years from the date this Agreement becomes effective. The initial term shall automatically renew for successive ten (10) year terms, and shall expire in the event the existing convention center hotel structure is demolished.

6. Insurance. County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that County is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

7. Indemnification. To the extent permitted by law and subject to and conditional upon the limitations set forth in Section 768.28, Florida Statutes, the County, its successors and assigns, shall indemnify and hold the City harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, costs and/or expense of whatsoever kind of nature due to personal injury, property damage and/or environmental damage arising in any manner directly or indirectly related to County's failure to maintain the Maintenance Area as provided in this Agreement. This paragraph shall not be construed to require County to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's and/or the County's sovereign immunity under Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as consent by either party to suit by any third party. This clause shall survive the expiration or termination of this Agreement.

8. No Interest or Estate. Except for the right of access to conduct its responsibilities under this Agreement and/or the maintenance of the Maintenance Area, this Agreement does not create in County any claim of any interest or estate of any kind or extent whatsoever in the Maintenance Area by virtue of this Agreement. County agrees that, regardless of any provisions of Sec. 95.361, Fla. Stat., it shall not file any maintenance map over the Maintenance Area.

9. Notices. Whenever either party desires to give notice to the other it must be given by written notice, sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at the place as specified, and the place for giving of notice in compliance with provision of this paragraph. For the present, the parties designate the following as the respected places for giving of notice; to-wit:

To the City: Mayor  
City of West Palm Beach  
City Hall

401 Clematis Street  
West Palm Beach, Florida 33401

With Copy to: City Attorney  
(not to constitute City of West Palm Beach  
notice) P.O. Box 3366  
West Palm Beach, Florida 33402-3366

To County: Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax 561-233-0210

With Copy to: Palm Beach County Attorney's Office  
(not to constitute Attention: Real Estate  
Notice) 301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax 561-355-4398

Gopal Rajegowda  
Senior Vice President  
Related Companies  
C/O  
CityPlace  
701 S. Rosemary Avenue  
Suite 200  
West Palm Beach, FL 33401

10. Non-discrimination. City shall not discriminate against any person in performing its obligations under this Agreement because of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for treatment.

Pursuant to County Resolution R-2014-1421, as may be amended, City shall be required to submit a copy of City's non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above. Should City not have a written non--discrimination policy, a signed statement affirming City's non-discrimination policy is in conformance with Palm Beach County's policy will be required.

11. Non-Binding Mediation. Prior to the commencement of any court action arising out of this Agreement, the parties agree to attempt to resolve the dispute through non-binding mediation with a mediator mutually acceptable to both parties. The costs of such mediation shall be shared equally by the parties.
12. Specific Performance. In the event either party to this Agreement fails or refuses to timely, fully and faithfully perform each and every term, covenant and condition on its part to be performed hereunder, which failure or refusal continues after written notice from the non-defaulting party and expiration of a reasonable period of time under the circumstances in which to cure said default, the same shall constitute a default hereunder. In addition to all rights and remedies which may be provided at law or in equity for such default, the non-defaulting party shall be entitled to seek specific performance by the defaulting party of such term, covenant or condition.
13. Governing Law; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
16. Assignment. Neither County nor City may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding the foregoing, City acknowledges that County has leased the Hotel Parcel to CityPlace Hotel, LLC and pursuant to said lease CityPlace Hotel is obligated to County to perform all maintenance responsibilities of County and shall be the primary contact for addressing any maintenance issues arising hereunder.
17. 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 citizens of County or City or employees of County or City.
18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

19. Time of Essence. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

20. Severability. Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the provision declared to be invalid, and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. Waiver. No delay or failure on the part of the City to exercise any right or remedy occurring to the City upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the City from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by the City shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

22. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

23. Entire Agreement. This Agreement and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

24. Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the West Palm Beach City Commission, and shall become effective only when signed by both parties. The date of the last to sign shall be the Effective Date.

25. Covenant Running with the Land; Recording.

25.1 County's responsibilities under this Agreement shall be a covenant running with the hotel property, and shall be binding upon and inure to the benefit of County's successors and/or assigns.

25.2 The parties agree to record this document in the Public Records of Palm Beach County, Florida to be indexed to the hotel property, as indicated in **Exhibit B**.



IN WITNESS WHEREOF, the parties hereto have made and executed this Right-of-Way Maintenance Agreement on the respective dates under each signature.

ATTEST:

**CITY OF WEST PALM BEACH**

\_\_\_\_\_  
Hazeline F. Carson, City Clerk

By: \_\_\_\_\_  
Geraldine Muoio, Mayor

Dated: \_\_\_\_\_, 2017

City Attorney's Office  
Approved as to form and legality

By: \_\_\_\_\_

ATTEST:

**SHARON R. BOCK  
CLERK & COMPTROLLER  
COMMISSIONERS**

**PALM BEACH COUNTY  
BOARD OF COUNTY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

Dated: \_\_\_\_\_, 2017

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:   
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
Department Director

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing Maintenance Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Geraldine Muoio, as Mayor of the City of West Palm Beach, who is personally known to me and who did not take an oath, as an action of the City of West Palm Beach.

(SEAL) \_\_\_\_\_  
Signature of Notary Public  
  
(Print, type or stamp name) \_\_\_\_\_  
  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing Maintenance Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Paulette Burdick, as Mayor of Palm Beach County, who is personally known to me and who did not take an oath, as an action of the Board of Commissioners of Palm Beach County.

(SEAL) \_\_\_\_\_  
Signature of Notary Public  
  
(Print, type or stamp name) \_\_\_\_\_  
  
My commission expires: \_\_\_\_\_

EXHIBIT A  
PAGE 1

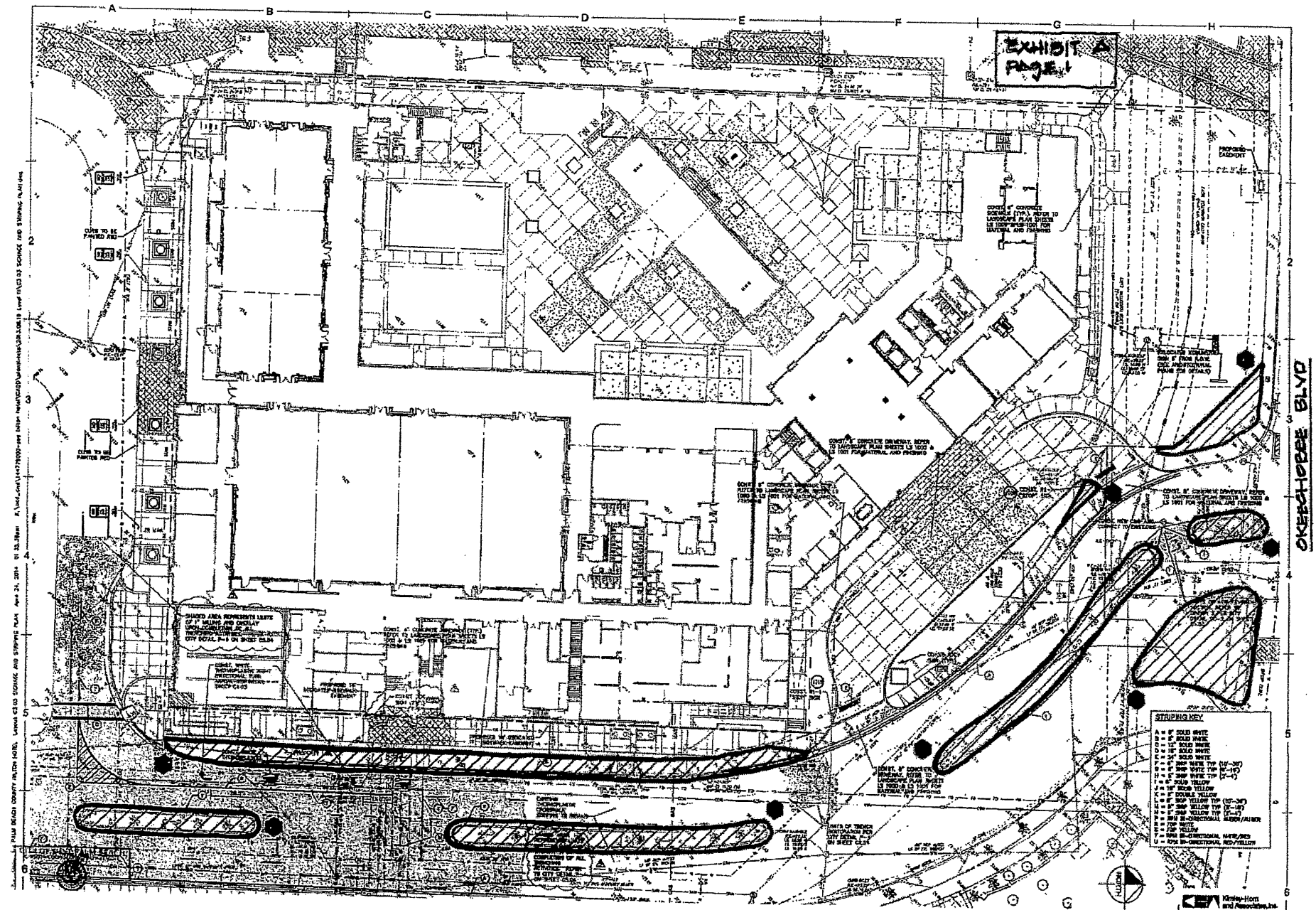
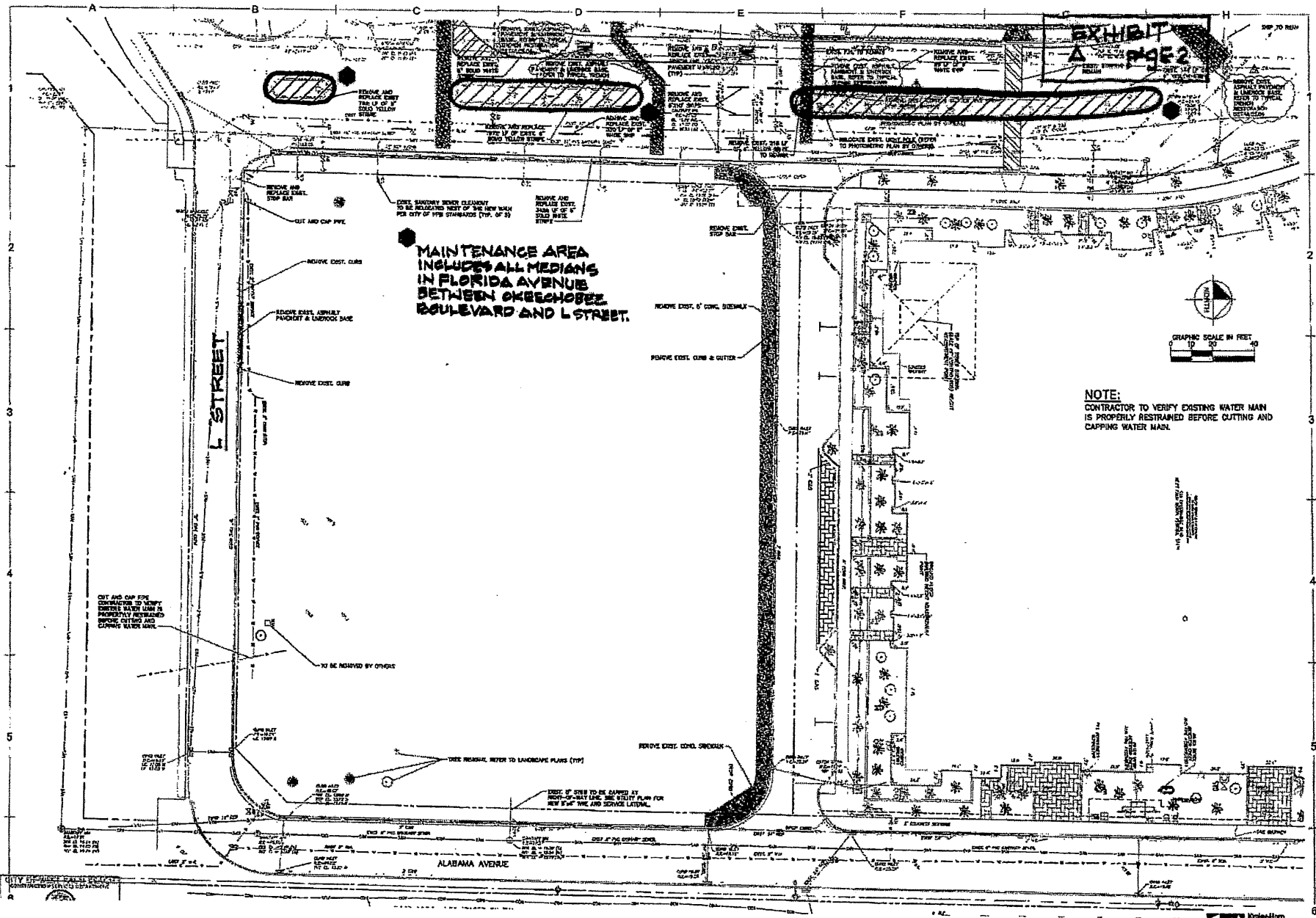


EXHIBIT "A"



NOTE:  
CONTRACTOR TO VERIFY EXISTING WATER MAIN  
IS PROPERLY RESTRAINED BEFORE CUTTING AND  
CAPPING WATER MAIN.

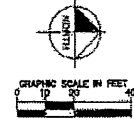


EXHIBIT  
PAGE 2

THE DAI M BEACH CONVENTION

EXHIBIT B

CONVENTION CENTER HOTEL PROPERTY  
LEGAL DESCRIPTION

A PORTION OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGE(S) 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, LYING IN SECTIONS 21 AND 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT "2", CITYPLACE PLAT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGE(S) 33-37 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT "A" (FLORIDA AVENUE) AS SHOWN ON CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGES 33-37 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID CORNER BEING ON THE EAST BOUNDARY OF TRACT "2" AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY OF THE EAST BOUND LANE OF OKEECHOBEE BOULEVARD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 704. SECTION 93280-0000, SHEETS 5, 6 AND 7 OF 8; THENCE SOUTH 58°55'53" EAST, A DISTANCE OF 49.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 233.50 FEET, A CENTRAL ANGLE OF 60°07'58", A DISTANCE OF 245.06 FEET TO A POINT OF CUSP, SAID POINT BEING ON THE WEST BOUNDARY OF SAID TRACT "A", SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID FLORIDA AVENUE, SAID POINT ALSO BEING ON SAID EAST BOUNDARY OF TRACT "2"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 43°47'55" WEST, A DISTANCE OF 152.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 41°57'41", A DISTANCE OF 93.74 FEET TO THE POINT OF BEGINNING, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG THE WEST BOUNDARY OF TRACT "A", THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID WEST RIGHT-OF-WAY OF FLORIDA AVENUE, THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID EAST BOUNDARY OF TRACT "2".

TOGETHER WITH:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "2", OF SAID CITYPLACE PLAT NO. 2; THENCE NORTH 01°12'05" EAST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT "1", A DISTANCE OF 195.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°12'05" EAST, A DISTANCE OF 86.30 FEET; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 25.05 FEET; THENCE SOUTH 01°12'05" WEST, A DISTANCE OF 86.30 FEET; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 25.05 FEET TO THE POINT OF BEGINNING. THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT SAID EASTERLY BOUNDARY.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAIN 151,535 SQUARE FEET OR 3.479 ACRES MORE OR LESS.

Commonly known as 600 Okeechobee Boulevard, West Palm Beach, Florida.

Parcel Control No. 74-43-43-21-17-002-0000

**ROW Maintenance -- Florida Ave.**  
121916

ATTACHMENT 4  
Sidewalk Easement  
6 pages including Exhibits A-B

Prepared by & Return to:

Marcel Pessoa, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 74-43-43-21-17-002-0000

### **SIDEWALK EASEMENT**

**THIS EASEMENT** granted this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter "Grantor"), having an address of 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, and the CITY OF WEST PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "Grantee"), having an address of P.O. Box 3366, West Palm Beach, Florida 33402.

**WHEREAS**, Grantor is the owner of a certain parcel of land located in the City of West Palm Beach, Florida, more particularly described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, Grantor has agreed to grant to Grantee a sidewalk easement (the "Sidewalk Easement") in favor of the public over and across the Easement Area for ingress and egress to and from the public streets and roadways contiguous to the Easement Area.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains and conveys to Grantee a perpetual, non-exclusive easement over the real property legally described in Exhibit "B" attached hereto (the "Easement Area"), upon the terms, covenants and conditions hereinafter set forth.

1. Grantor hereby grants to Grantee and dedicates to the public a perpetual, non-exclusive easement over and across the Easement Area as a public pedestrian way of passage for ingress, egress and access to and from the public streets and roadways owned by Grantee contiguous thereto.
2. Grantee shall maintain the sidewalk located within the Easement Area in good condition and in good repair at Grantee's sole cost and expense.

3. This Easement shall continue unless or until Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns. Neither the failure to use the Easement Area nor the abandonment of the Easement Area shall constitute or be construed as a termination of this Easement.

4. This Easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

5. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Grantor reserves all rights of ownership in and to the Property which are not inconsistent with the Easement granted hereby, including, without limitations, the right to grant further easements on, over or across the Property, provided, however, that no further easement hereinafter granted by Grantor shall permit a use which materially interferes with the pedestrian access use dedicated to the public hereunder.

IN WITNESS WHEREOF, Grantor has executed his hand and seal on the day and year first above written.

GRANTOR:

ATTEST:

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

SHARON R. BOCK  
CLERK & COMPTROLLER


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director



**ACCEPTANCE OF EASEMENT**

The Grantee hereby accepts the foregoing grant of Easement.

GRANTEE:

ATTEST:

CITY OF WEST PALM BEACH

BY: \_\_\_\_\_  
Hazeline F. Carson , City Clerk

BY: \_\_\_\_\_  
Geraldine Muoio, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
City Attorney's Office

By: \_\_\_\_\_  
Director Engineering Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Geraldine Muoio, Mayor, and Hazeline F. Carson, City Clerk, on behalf of the City of West Palm Beach. They are personally known to me or have produced \_\_\_\_\_ as identification and did not take an oath.

Notary Public

\_\_\_\_\_  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:\_\_\_\_\_

## EXHIBIT “A”

### CONVENTION CENTER HOTEL PROPERTY LEGAL DESCRIPTION

A PORTION OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGE(S) 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, LYING IN SECTIONS 21 AND 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH:

A PORTION OF TRACT “A” (FLORIDA AVENUE) AS SHOWN ON CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGES 33-37 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT “A”, SAID CORNER BEING ON THE EAST BOUNDARY OF TRACT “2” AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY OF THE EAST BOUND LANE OF OKEECHOBEE BOULEVARD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 704. SECTION 93280-0000, SHEETS 5, 6 AND 7 OF 8; THENCE SOUTH 58°55'53” EAST, A DISTANCE OF 49.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 233.50 FEET, A CENTRAL ANGLE OF 60°07'58”, A DISTANCE OF 245.06 FEET TO A POINT OF CUSP, SAID POINT BEING ON THE WEST BOUNDARY OF SAID TRACT “A”, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID FLORIDA AVENUE, SAID POINT ALSO BEING ON SAID EAST BOUNDARY OF TRACT “2”; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°00'00”, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 43°47'55” WEST, A DISTANCE OF 152.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 41°57'41”, A DISTANCE OF 93 74 FEET TO THE POINT OF BEGINNING, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG THE WEST BOUNDARY OF TRACT “A”, THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID WEST RIGHT-OF-WAY OF FLORIDA AVENUE, THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID EAST BOUNDARY OF TRACT “2”.

TOGETHER WITH:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT “2”, OF SAID CITYPLACE PLAT NO. 2; THENCE NORTH 01°12'05” EAST, ALONG AN EASTERLY BOUNDARY OF SAID TRACT “1”, A DISTANCE OF 195.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°12'05” EAST, A DISTANCE OF 86.30 FEET; THENCE SOUTH 88°47'55” EAST, A DISTANCE OF 25.05 FEET; THENCE SOUTH 01°12'05” WEST, A DISTANCE OF 86.30 FEET; THENCE NORTH 88°47'55” WEST, A DISTANCE OF 25.05 FEET TO THE POINT OF BEGINNING. THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT SAID EASTERLY BOUNDARY.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAIN 151,535 SQUARE FEET OR 3.479 ACRES MORE OR LESS.

Commonly known as 600 Okeechobee Boulevard, West Palm Beach, Florida.

Parcel Control No. 74-43-43-21-17-002-0000

**ROW Maintenance – Florida Ave.  
121916**

**EXHIBIT "B"**  
**EASEMENT AREA**

**LEGAL DESCRIPTION: SIDEWALK EASEMENT**

PORTION OF TRACT "2" AND FLORIDA AVENUE (TRACT "A"), CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION OF FLORIDA AVENUE NOW VACATED BY OFFICIAL RECORDS BOOK 18513, PAGE 1045; ALL DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "2"; THENCE NORTH 88°47'55" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT "2", A DISTANCE OF 15.63 FEET; THENCE NORTH 01°12'05" EAST, ALONG A LINE 15.63 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST BOUNDARY OF SAID TRACT "2", A DISTANCE OF 318.11 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS SOUTH 70°07'16" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 233.50 FEET, A CENTRAL ANGLE OF 21°04'49", FOR AN ARC DISTANCE OF 85.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°12'05" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 234.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 4,540 SQUARE FEET OR 0.104 ACRES MORE OR LESS.

**NOTE:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE EAST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**CRAVEN THOMPSON & ASSOCIATES, INC.**  
**CERTIFICATE OF AUTHORIZATION NUMBER 271**  
**Douglas M. Davie,**  
**PSM 4343**  
**DOUGLAS M. DAVIE.**  
**PROFESSIONAL SURVEYOR AND MAPPER NO. 4343**

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven  
Thompson & Associates, Inc., ou=Survey,  
email=ddavie@craventhompson.com, c=US  
Date: 2016.06.28 13:14:04 -04'00'

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

**SHEET 1 OF 2**

N:\clerical\JOBS\1997\97-0072-052-01\LEGALS REVISED 6-28-16\97-0072-052 SD EAST SIDEWALK ESMT.doc  
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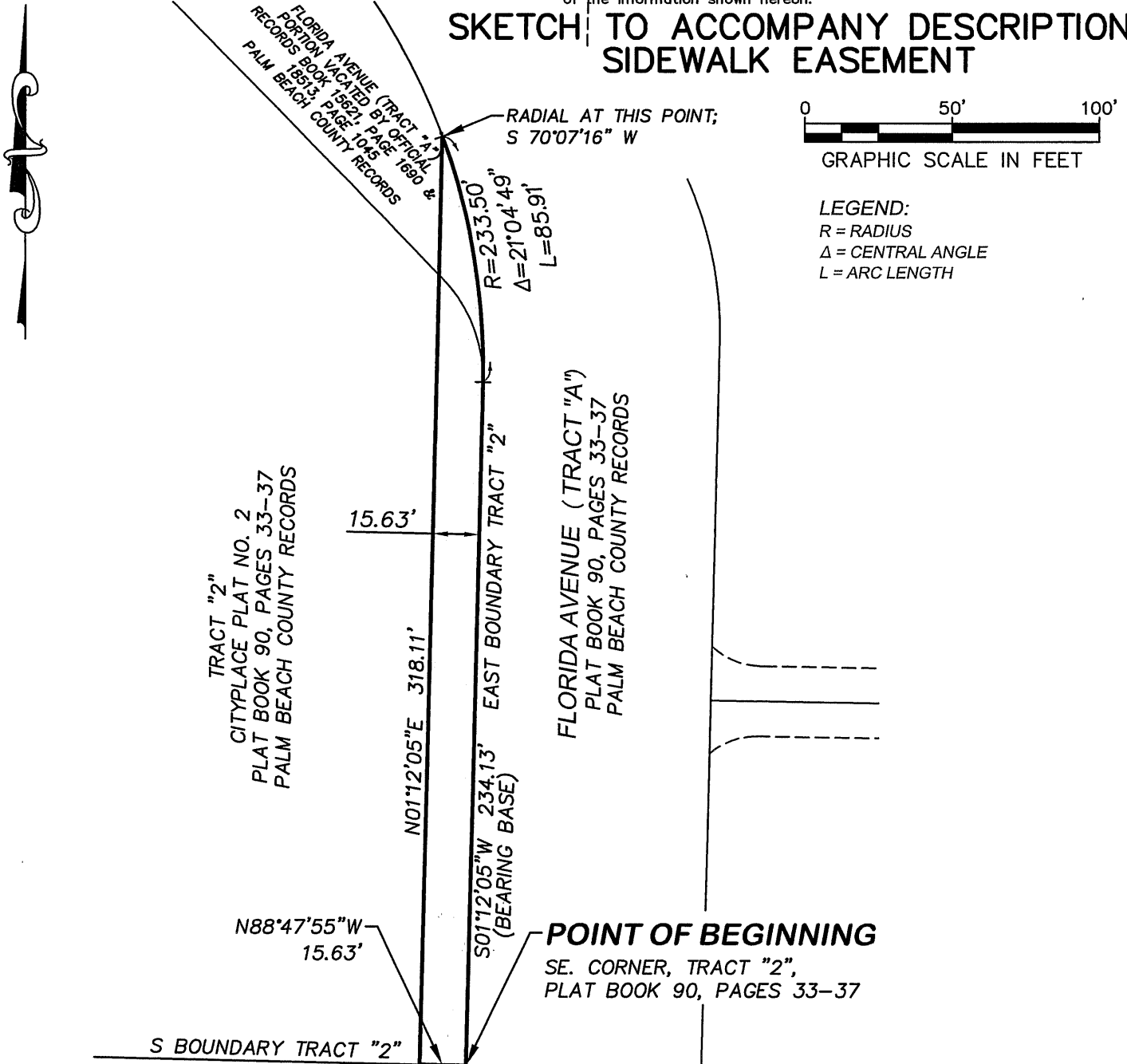
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: **THE RELATED COMPANIES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION  
SIDEWALK EASEMENT



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH_AND_D</p>
REVISE PER CNTY COMMENTS	6/28/16	DMD	DMD	
JOB NO.: 97-0072-052-DRAWN BY: DMD				CHECKED BY: RAY
				F.B.N/A PG.N/A
				DATED: 04/14/16

ATTACHMENT 5  
Utility Easement (Water)  
8 pages including Exhibits A-1 – A-2

Prepared by & Return to:

Marcel Pessoa, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 74-43-43-21-17-002-0000

### **UTILITY EASEMENT**

**THIS UTILITY EASEMENT** ("Easement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 ("Grantor") and the City of West Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 3366, West Palm Beach, Florida 33402 ("Grantee").

### **WITNESSETH:**

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual non-exclusive easement for underground water lines and aboveground appurtenances, in, on, over, under, and across that certain parcel of real property legally described in Exhibits "A-1" and "A-2" attached hereto ("Easement Property").

This Easement shall permit the Grantee, its employees, agents, contractors, subcontractors, consultants, and licensees, and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve such utilities. The Grantor shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which materially interferes with the rights of the Grantee under this Easement. Grantor shall have the right to grant additional utility easements so long as such use does not materially interfere with the rights granted herein.

The Grantee, at Grantee's sole cost and expense, shall restore the surface of the Easement Property after any excavation of the Easement Property and shall keep the Easement Property free from trash, debris and safety hazards following any repair or maintenance of the utilities; provided; however, that the foregoing shall not impose any

obligation on Grantee to maintain the Easement Property. The Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the Grantee's use of the Easement Property as permitted hereby. The Grantee shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until Grantee terminates its rights herein provided by written notice to the Grantor, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the Grantee, its successors and assigns the non-exclusive right to use the Easement Property below its surface.

This Easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, Grantor has executed his hand and seal on the day and year first above written.

GRANTOR:

ATTEST:


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

SHARON R. BOCK  
CLERK & COMPTROLLER


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Department Director



ACCEPTANCE OF EASEMENT

The Grantee hereby accepts the foregoing grant of Easement.

GRANTEE:

ATTEST:

CITY OF WEST PALM BEACH

BY: \_\_\_\_\_  
Hazeline F. Carson, City Clerk

BY: \_\_\_\_\_  
Geraldine Muoio, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
City Attorney's Office

By: \_\_\_\_\_  
Director Engineering Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by Geraldine Muoio, Mayor, and Hazeline F. Carson, City Clerk, on behalf of the City of West Palm Beach. They are personally known to me or have produced \_\_\_\_\_ as identification and did not take an oath.

Notary Public

\_\_\_\_\_  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION: WATERLINE EASEMENT**

**PORTION OF TRACT "2", CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

**BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "2"; THENCE NORTH 88°47'55" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT "2", A DISTANCE OF 15.63 FEET; THENCE NORTH 01°12'05" EAST, ALONG A LINE 15.63 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST BOUNDARY OF SAID TRACT "2", A DISTANCE OF 52.00 FEET; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 15.63 FEET; THENCE SOUTH 01°12'05" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.**

**SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 813 SQUARE FEET OR 0.019 ACRES MORE OR LESS.**

**NOTE:**

**THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE EAST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.**

**CERTIFICATE:**

**WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

**CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER 271**

**Douglas M. Davie,  
PSM 4343**

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven  
Thompson & Associates, Inc., ou=Survey,  
email=ddavie@craventhompson.com, c=US  
Date: 2016.09.27 08:33:58 -04'00'

**DOUGLAS M. DAVIE.  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343**

**THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.**

**SHEET 1 OF 2**

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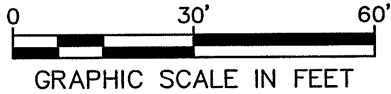


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ENGINEERS • PLANNERS • SURVEYORS

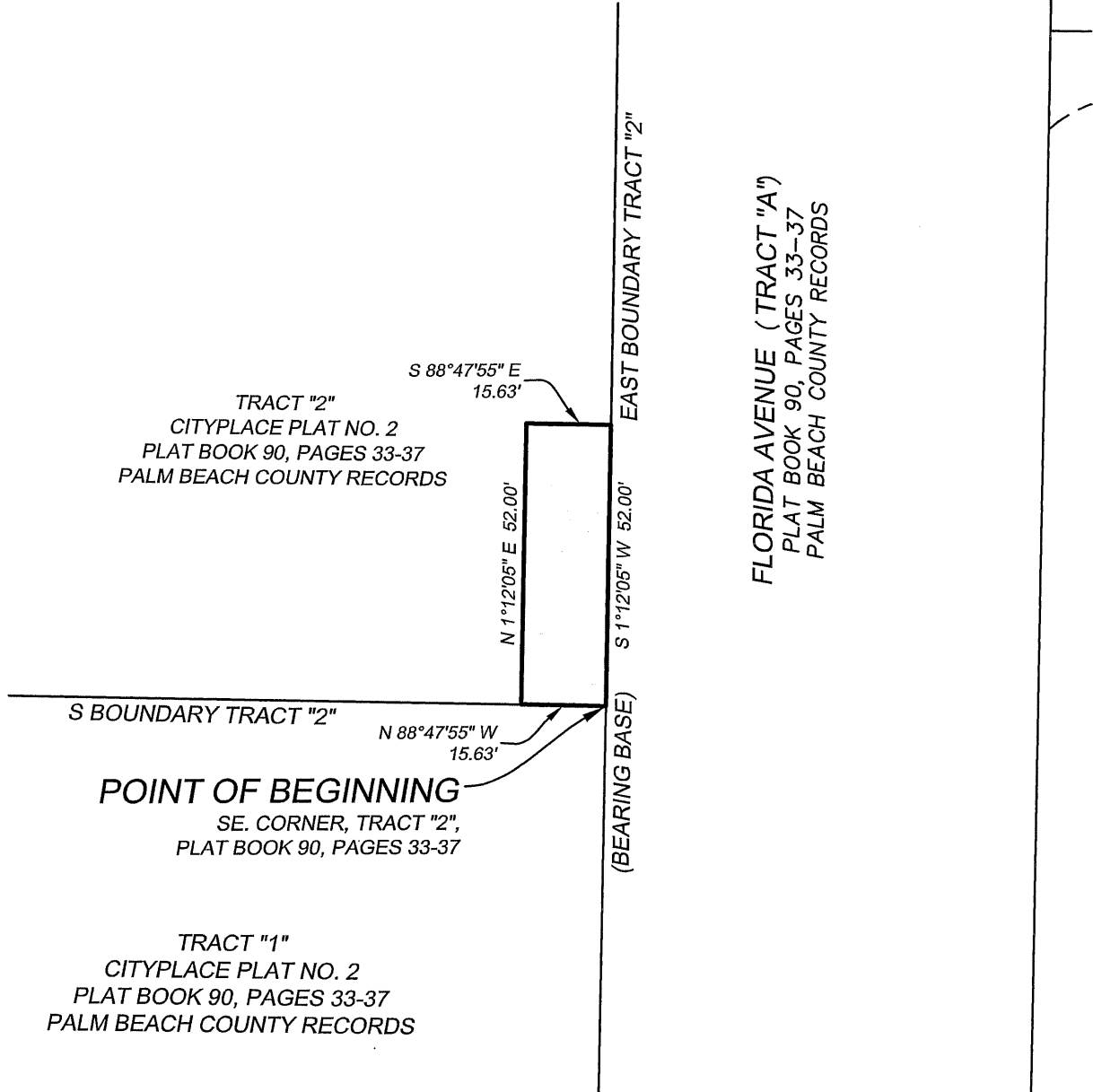
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: **THE RELATED COMPANIES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



**SKETCH TO ACCOMPANY DESCRIPTION  
WATERLINE EASEMENT**



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p><u>NOTE</u> The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p><u>NOTE</u> Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH_AND_D</p>				
REVISE PER CNTY COMMENTS	6/28/26	DMD	DMD					
REVISE PER CITY COMMENTS	9/27/16	DMD	DMD					
JOB NO.: 97-0072-052				DRAWN BY: DMD	CHECKED BY: RAY	F.B.N/A	PG.N/A	DATED: 04/14/16

EXHIBIT "A-2"

DESCRIPTION: IRRIGATION METER EASEMENT

A STRIP OF LAND, 12.00 FEET IN WIDTH, BEING A PORTION OF TRACT "2", CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "2", SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS SOUTH 01°12'15" EAST FROM SAID POINT OF COMMENCEMENT; THENCE EASTERLY, ALONG THE NORTH BOUNDARY OF SAID TRACT "2" AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,236.83 FEET, A CENTRAL ANGLE OF 01°08'11", FOR AN ARC DISTANCE OF 44.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°55'57" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF TERMINUS

THE SIDELINES OF SAID STRIP ARE LENGTHENED OR SHORTENED TO INTERSECT WITH THE NORTH BOUNDARY OF SAID TRACT "2" AT THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 144 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE WEST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER 271

Douglas M. Davie,  
PSM 4343

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven  
Thompson & Associates, Inc., ou=Survey,  
email=ddavie@craventhompson.com, c=US  
Date: 2016.06.28 13:10:24 -04'00'

DOUGLAS M. DAVIE.  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4343

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SHEET 1 OF 2

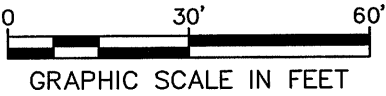
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3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: THE RELATED COMPANIES

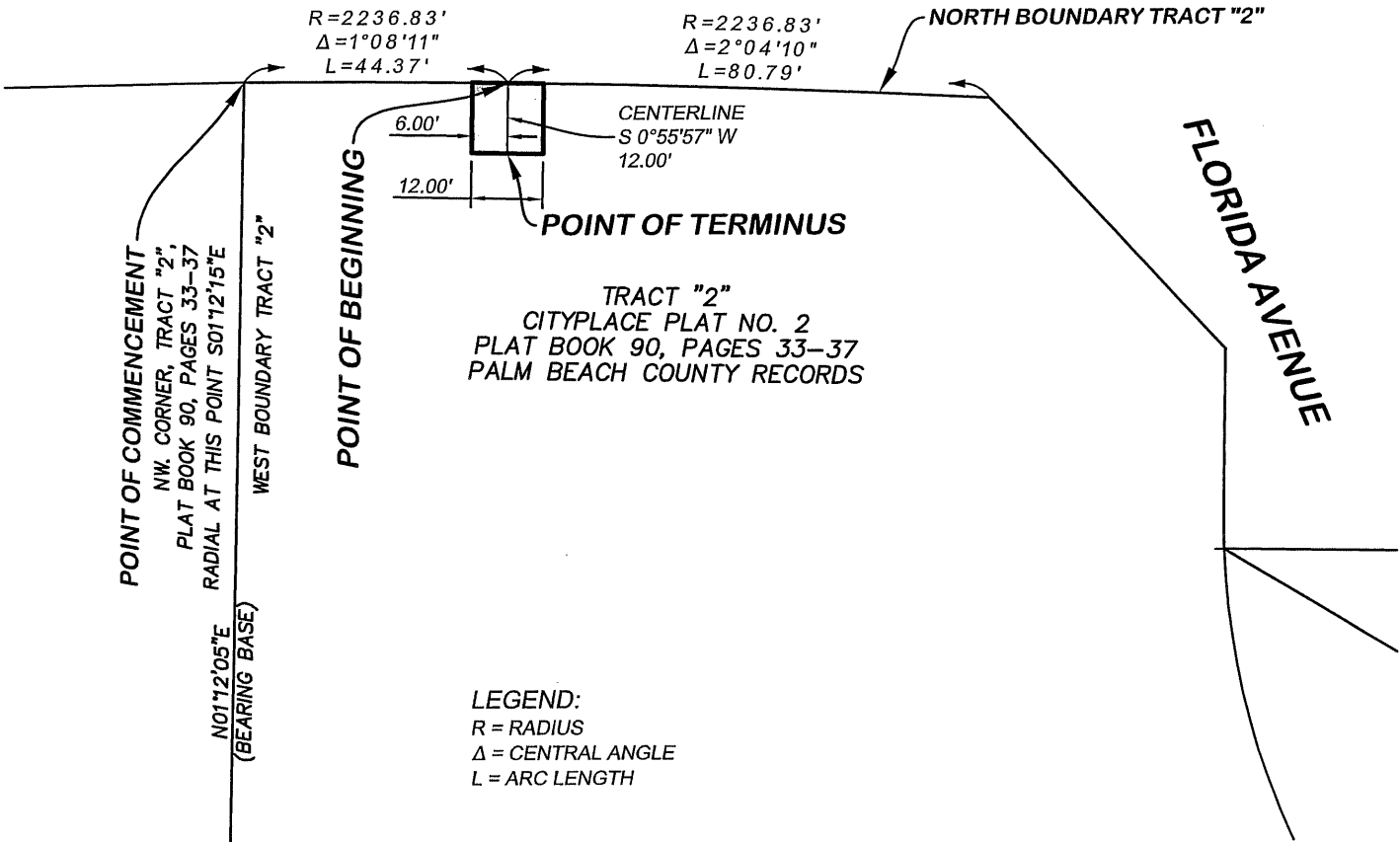


NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION  
IRRIGATION METER EASEMENT

EASTBOUND OKEECHOBEE BOULEVARD

RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT-OF-WAY MAP FOR STATE ROAD NO. 704,  
SECTION 93280-0000, SHEETS 5, 6 AND 7 OF 8



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D
REVISE PER CNTY COMMENTS	6/28/16	DMD	DMD

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH\_AND\_D

JOB NO.: 97-0072-052	DRAWN BY: DMD	CHECKED BY: RAY	F.B.N/A	PG.N/A	DATED: 4/13/16
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ATTACHMENT 6  
Utility Easement Agreement  
6 pages including Exhibit A

Prepared by & Return to:  
Marcel Pessoa, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 74-43-43-21-17-002-0000

**UTILITY EASEMENT AGREEMENT**

**This EASEMENT** is granted \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, (“Grantor”), to **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, (“Grantee”).

**WITNESSETH:**

That said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the “Easement”) for the construction, operation and maintenance of underground electric utility facilities, including wires, cables, conduits, and appurtenant equipment, and an above-ground electrical vault (the “Facilities”) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such Facilities or any of them within an easement upon,

under and across the following described real property (the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida to wit:

**See legal description/site sketch marked Exhibit "A"  
attached hereto and made a part hereof**

Together with the right to permit any other person, firm or corporation to lay cable and conduit within the Easement Premises and to operate the same for communications purposes. Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises; and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

**THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:**

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.
2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.



3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its Facilities within the Easement Premises at all times during the term hereof.

4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, 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  
and through its Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

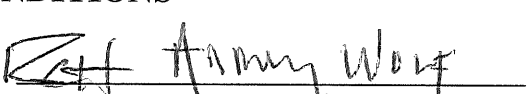
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Department Director

**EXHIBIT "A"**  
**Legal Description / Site Sketch**

**LEGAL DESCRIPTION: FLORIDA POWER AND LIGHT EASEMENT**

**PORTION OF TRACT "2", CITYPLACE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "2"; THENCE NORTH 01°12'05" EAST, ALONG THE EAST BOUNDARY OF SAID TRACT "2", A DISTANCE OF 119.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°29'26" WEST, A DISTANCE OF 26.08 FEET; THENCE NORTH 88°47'55" WEST, A DISTANCE OF 30.60 FEET; THENCE NORTH 01°12'05" EAST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 88°47'55" EAST, A DISTANCE OF 33.56 FEET; THENCE SOUTH 01°12'05" WEST, A DISTANCE OF 15.72 FEET, THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH THE INTERIOR WALL OF A PROPOSED FLORIDA POWER AND LIGHT VAULT; THENCE SOUTH 47°29'26" EAST, A DISTANCE OF 22.15 FEET; THENCE SOUTH 01°12'05" WEST, ALONG SAID EAST BOUNDARY, A DISTANCE OF 13.30 FEET TO THE POINT OF BEGINNING.**

**SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 1,112 SQUARE FEET OR 0.026 ACRES MORE OR LESS.**

**NOTE:**

**THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF CITYPLACE PLAT NO. 2 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 33-37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE EAST BOUNDARY OF TRACT "2" OF SAID PLAT BEARS NORTH 01°12'05" EAST.**

**CERTIFICATE:**

**WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17.051 AND 5J-17.052, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

**CRAVEN THOMPSON & ASSOCIATES, INC.**  
**CERTIFICATE OF AUTHORIZATION NUMBER 271**  
**Douglas M. Davie,**  
**PSM 4343**

Digitally signed by Douglas M. Davie, PSM 4343  
DN: cn=Douglas M. Davie, PSM 4343, o=Craven  
Thompson & Associates, Inc., ou=Survey,  
email=ddavie@craventhompson.com, c=US  
Date: 2016.06.28 13:07:03 -04'00'

---

**DOUGLAS M. DAVIE.**  
**PROFESSIONAL SURVEYOR AND MAPPER NO. 4343**

**THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.**

**SHEET 1 OF 2**

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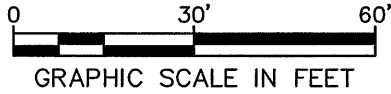


CRAVEN • THOMPSON & ASSOCIATES, INC.  
ENGINEERS • PLANNERS • SURVEYORS

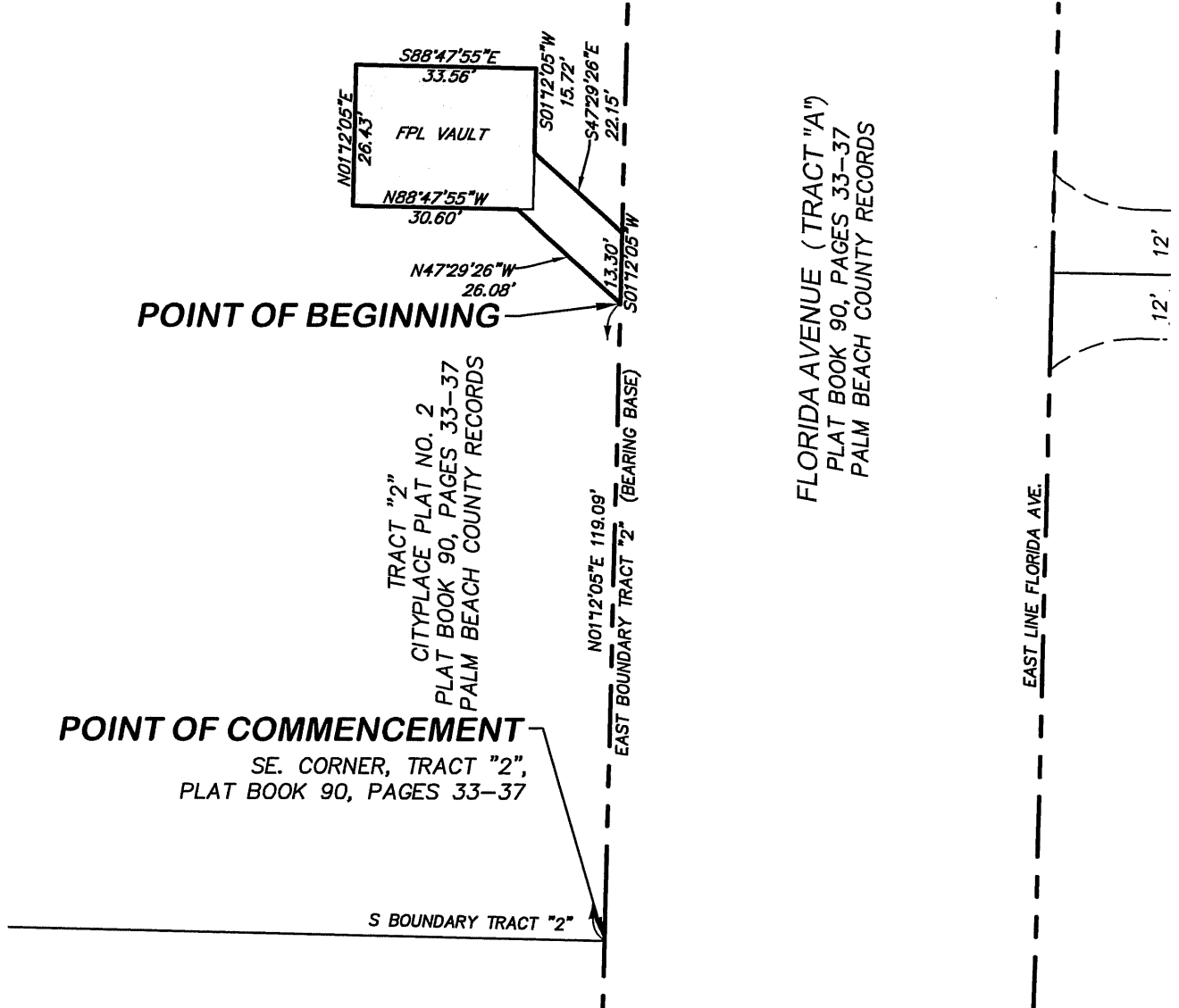
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF CRAVEN-THOMPSON & ASSOCIATES, INC. WRITING CRAVEN-THOMPSON & ASSOCIATES, INC. COPYRIGHT © 2004

FOR: **THE RELATED COMPANIES**

**NOTE:** THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



**SKETCH TO ACCOMPANY DESCRIPTION  
FLORIDA POWER AND LIGHT EASEMENT**



SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<b>NOTE</b> The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.  <b>NOTE</b> Lands shown hereon were not abstracted for right-of-way and/or easements of record. G: \1997\97-0072.052-CONVENTION-CENTER-HOTEL\DRAWINGS\SKETCH_AND_D
REVISE PER CNTY COMMENTS	6/28/16	DMD	DMD	
JOB NO.: 97-0072-052	DRAWN BY: DMD		CHECKED BY: RAY	F.B. N/A PG. N/A DATED: 8/9/13

**ATTACHMENT 7**  
**Fifth Amendment to Development Agreement**  
**6 pages**

## **FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is made and entered into on \_\_\_\_\_, 2017 (the “**Effective Date**”), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (“**County**”) THE RELATED COMPANIES, L.P., a New York limited partnership (“**Related**”) and CITYPLACE HOTEL, LLC, a Delaware limited liability company (“**Developer**”). The County, Related, and Developer are collectively referred to herein as the “**Parties**”, and each individually, a “**Party**”.

### **WITNESSETH:**

WHEREAS, the Parties entered into that certain Development Agreement dated November 30, 2012 (R2013-0103), as amended by that certain Amendment to Development Agreement dated June 4, 2013 (R2013-0707), as further amended by that certain Second Amendment to Development Agreement dated July 22, 2014 (R2014-0982), as further amended by that certain Third Amendment to Development Agreement dated December 15, 2015 (R2015-1856), as further amended by that certain Fourth Amendment to Development Agreement dated June 7, 2016 (R2016-0682) (the “**Development Agreement**”);

WHEREAS, the Parties have agreed to amend the Development Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Capitalized Terms.** Terms not defined herein shall have the same meaning as ascribed to them in the Development Agreement.
3. **Acknowledgment of Substantial Completion.** The County acknowledges and agrees that Developer has achieved Substantial Completion in accordance with the Development Agreement and has fulfilled all requirements and conditions under the Development Agreement required to be satisfied on or before Substantial Completion, and the County accepts the Developer’s performance in achieving Substantial Completion as full, timely, and complete.
4. **Extension of Final Completion Deadline.** The definition of the term “Final Completion Deadline” is hereby modified to mean the date which is 120 days following the Effective Date of this Amendment, retroactively effective.
5. **Loading Dock.** In reference to that Fourth Amendment to Hotel Lease, dated on or about the date hereof, between Developer and the County (the “**Hotel Lease Amendment**”), Developer will use commercially reasonable, good faith efforts to obtain from the City an amendment to the Site Plan (the “**Site Plan Amendment**”) for the purpose of incorporating the Loading Dock (as defined in the Hotel Lease Amendment) into the Site Plan; provided, that,

obtaining the Site Plan Amendment shall not be a condition of Substantial Completion, the Completion Date, or the satisfaction of any of the Developer's or Related's other obligations under the Development Agreement. The County agrees to cooperate with Developer in connection with Developer's pursuit of the Site Plan Amendment, including, without limitation, signing any instruments and giving consents which may be required from the County in connection therewith.

6. **Ratification; Conflict.** Except as modified by this Amendment, the Development Agreement shall remain otherwise unmodified and in full force and effect. If there is any conflict between the terms of this Amendment and the Development Agreement, the terms of this Amendment shall control. The County represents and warrants that, to the best of the County's knowledge, there is no existing default or Event of Default (matured or unmatured) with respect to Developer's or Related's obligations under the Development Agreement, nor do any state of facts exist which, with the giving or notice or the passage of time, or both, would constitute a default or Event of Default by Developer or Related under the Development Agreement. Developer and Related each represent and warrant that, to the best of their knowledge, there is no existing default or Event of Default (matured or unmatured) with respect to the County's obligations under the Development Agreement, nor do any state of facts exist which, with the giving or notice or the passage of time, or both, would constitute a default or Event of Default by the County under the Development Agreement.

7. **Miscellaneous Provisions.** This Amendment constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Amendment. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Amendment are expressly merged into and superseded by this Amendment. The provisions of this Amendment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Amendment, none of the Parties have relied upon any statement, representation, warranty, or agreement of any of the other Parties except for those expressly contained in this Amendment. The Parties waive and release all claims and causes of action for fraud in the inducement or procurement of this Amendment it being their intent that this Amendment is incontestable on account of any claim of fraud, or for any other reason. The Parties may amend this Amendment only by a written agreement of the Parties that identifies itself as an amendment to this Amendment or the Development Agreement. The Parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or in PDF format is as effective as executing and delivering this Amendment in the presence of the other parties to this Amendment. This Amendment is effective upon delivery of one executed counterpart from each Party to the other Parties. In proving this Amendment, a Party must produce or account only for the executed counterpart of the Party to be charged. Whenever placed before one or more items, the words "include," "includes," and "including" shall mean considered as part of a larger group, and not limited to the item(s) recited. Each of the Parties have reviewed this Amendment and all of its terms with legal counsel, or had an opportunity to review this Amendment with legal counsel, and is not relying on any representations made to him by any other person concerning the effect of this Amendment. This Amendment shall be interpreted without regard to any presumption or rule requiring construction against the Party causing this Amendment to be drafted. No inference shall be drawn from the modification or deletion of versions of the provisions of this

Amendment contained in any drafts exchanged between the parties before execution of the final version of this Amendment that would be inconsistent in any way with the construction or interpretation that would be appropriate if the prior drafts had never existed.

**[SIGNATURE PAGES FOLLOW]**




IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

**Witnesses:**

  
\_\_\_\_\_  
Signature

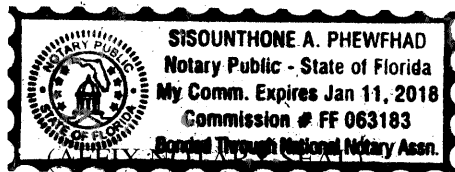
DAVID HARRISON  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature

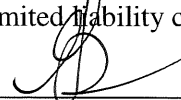
Adam Bregman  
\_\_\_\_\_  
Printed Name

Florida  
State of ~~New York~~ )  
Palm Beach SS:  
County of ~~New York~~ )

On the 8<sup>th</sup> day of May, 2017, before me, the undersigned, personally appeared Gopal Rajegouda personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

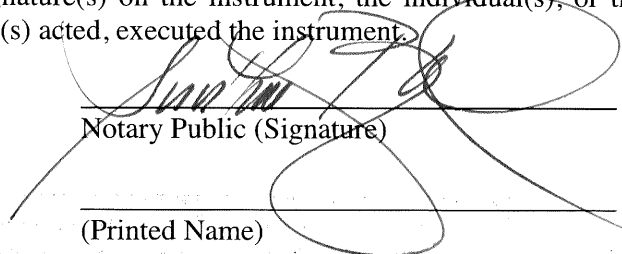


**CITYPLACE HOTEL, LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_

Name: GOPAL RAJEGOUNDA  
\_\_\_\_\_

Title: VICE PRESIDENT  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(My Commission Expires)

**Witnesses:**

[Signature]  
Signature

JORDAN RATHLEV  
Printed Name

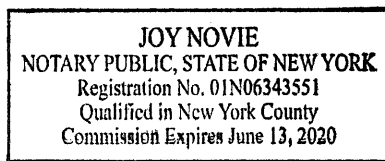
[Signature]  
Signature

Talia Schlair  
Printed Name

State of New York       )  
  ) SS:  
County of New York     )

On the 9<sup>th</sup> day of May, 2017, before me, the undersigned, personally appeared Michael Brenner personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(AFFIX NOTARY SEAL)



**RELATED COMPANIES, L.P.,**  
a New York limited partnership

By: The Related Realty Group, Inc., a  
Delaware corporation, its Sole General  
Partner

By: [Signature]

Name: Michael Brenner

Title: EVP

Date: May 9, 2017

[Signature]  
Notary Public (Signature)

Joy Novie  
(Printed Name)

6/13/20  
(My Commission Expires)

**PALM BEACH COUNTY, FLORIDA**, a  
Political Subdivision of the State of Florida

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

By its BOARD OF COUNTY  
COMMISSIONERS


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:  \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Department Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Paulette Burdick, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as Mayor of the Palm Beach County Board of County Commissioners, as Clerk & Comptroller of Palm Beach County, as Assistant County Attorney of Palm Beach County, and as Department Director of Palm Beach County, respectively, on behalf of Palm Beach County, a political Subdivision of the State of Florida who are \_\_\_\_ personally know to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Printed Name)

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(My Commission Expires)