

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2017

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:


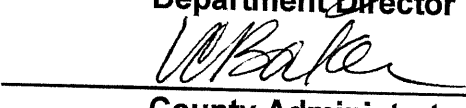
- A) **approve** a Second Amendment (Amendment) to Hotel Development Site Lease Agreement (Lease) (R-2017-0356) with CVH PBIA, LLC (CVH PBIA), a Florida Limited Liability Company, updating legal description, roadway access and inspection provisions and providing for delivery of an Owner's Affidavit and Estoppel Certificate.
- B) **approve** a Memorandum of Lease with CVH PBIA to be recorded in the public records, providing notice as to the specific provisions of the Lease.
- C) **authorize** the Director of the Department of Airports or his designee to execute, on behalf of County, the Owner's Affidavit and Estoppel Certificate in the form attached to the Amendment.

Summary: The Amendment updates the legal description of the leasehold premises based on the final site plan as required by the Lease. A small portion of the leasehold premises is located within an area subject to an Access Agreement with the Florida Department of Environmental Protection (FDEP) (R-2017-0405) for remediation of a petroleum discharge that occurred in 1987. The Amendment modifies the inspection provision to require CVH PBIA to provide access to FDEP and its contractors to the remediation area and provides that the FDEP will be responsible for any damage to the leasehold premises as a result of the remediation and for the extension of the date of beneficial occupancy if the remediation delays issuance of the certificate of occupancy. If FDEP fails to repair any damage resulting from the remediation, the Amendment provides that the County will be responsible for the repairs. The Amendment also clarifies CVH PBIA's access rights from the airport roadways during and after construction. CVH PBIA has requested a Memorandum of Lease, Owner's Affidavit and Estoppel Certificate for title insurance and financing purposes. In order to provide the necessary documents within the timeframes required CVH PBIA, the Department is requesting a delegation of authority to the Department Director or his designee to execute the documents on behalf of the County. **Countywide (HF)**

Background and Justification: The petroleum discharge was determined to be eligible for remediation by FDEP under FDEP's Early Detection Incentive Program. Due to the fact the site has such a low priority score for remediation, the County applied for early remediation pursuant to the FDEP Advance Cleanup Program, and the site has been accepted into the program. The Amendment includes provisions to ensure the coordination of the parties during remediation. Based on FDEP's current schedule and the site plan for the hotel, the remediation should not impact the hotel's construction schedule or result in damage to the leasehold premises.

Attachments:

- 1. Second Amendment (3)
- 2. Memorandum of Lease (3)

Recommended By:  8/17/17
Department Director Date
Approved By:  8/21/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT *	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

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

***No fiscal impact.**

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ms John H. H. 8/22/11
8/21 OFMB ET 8/21

Contract Dev. and Control

B. Legal Sufficiency:

 8/29/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, June 13, 2017

Simple View

Certificate Images

Documents

Insured: CVH PBIA, LLC

Insured ID: PBI-CVHPBIA-17-01

Status: Compliant

ITS Account Number: PLC2426

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/14/2017			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$1,000,000	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF TENNESSEE

COUNTY OF SHELBY

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

1. The undersigned is the Trustee of the Bonnie S. Cohen 2012 Trust, Manager of CVH PBIA, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Company").

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

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

4. The Company is a manager managed limited liability company.

5. The undersigned is the Trustee of the sole manager of the Company and is authorized to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company, including that certain Second Amendment to Hotel Development Site Lease Agreement ("Second Amendment") to that certain Hotel Development Site Lease Agreement dated March 14, 2017, as amended by that certain First Amendment to Hotel Development Site Lease Agreement, dated July 11, 2017 (collectively, the "Agreement"), between Palm Beach County, a political subdivision of the State of Florida and the Company, which is incorporated herein by reference and made a part hereof, that certain Memorandum of Lease between Palm Beach County and Company memorializing the terms of the Agreement, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

6. Upon execution and delivery of such Second Amendment and Memorandum of Lease by the undersigned, the Second Amendment and Memorandum of Lease shall be valid agreements and be binding upon the Company.

7. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement, articles of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

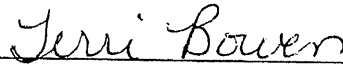
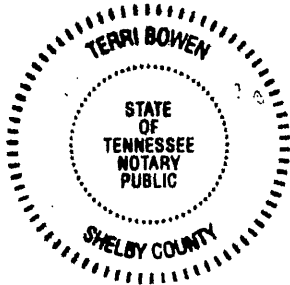
8. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Second Amendment.

FURTHER AFFIANT SAYETH NAUGHT,



Eliot D. Cohen, Trustee of the Bonnie S. Cohen 2012 Trust, Manager

SWORN TO AND SUBSCRIBED before me on this 10 day of August, 2017 by Eliot D. Cohen, Trustee of the Bonnie S. Cohen 2012 Trust, Manager of CVH PBIA, LLC, on behalf of the Company who is personally known to me OR who produced _____, as identification and who did take an oath.



Notary Signature



Print Notary Name

NOTARY PUBLIC

State of Tennessee at large

My Commission Expires:

4.26.20

**SECOND AMENDMENT TO
HOTEL DEVELOPMENT SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO HOTEL DEVELOPMENT SITE LEASE AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and CVH PBIA, LLC, a Florida Limited Liability Company, having its office and principal place of business at 6750 Poplar Avenue, Suite 107, Memphis, TN 38138 ("Tenant").

W I T N E S S E T H:

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

WHEREAS, the parties entered into that certain Hotel Development Site Lease Agreement dated March 14, 2017 (R-2017-0356), as amended by that certain First Amendment to Hotel Development Site Lease dated July 11, 2017 (R-2017-0938) (the "Lease"); and

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

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

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

2. Section 2.49, Property, is hereby deleted in its entirety and replaced with the following:

2.49 "Property" means approximately one hundred thirty thousand, six hundred eighty (130,680) square feet of unimproved real property as more particularly described on Exhibit "B".

3. Section 3.05, Inspections, is hereby amended to add the following:

(D) Tenant acknowledges that a portion of the Property, as more particularly identified in that certain Site Access Agreement by and between County and the State of Florida, Department of Environmental Protection and its Agency Term Contractor, subcontractors and vendors ("FDEP") (R-2017-0405) ("Access Agreement") as the "Remediation Area", is subject to remediation by FDEP, and in accordance with that certain Advanced Cleanup Program Agreement, DEP Contract No. AC 408 by and between FDEP and the County dated June 26, 2017, and Attachments A, B and C

CVH PBIA, LLC
Second Amendment to Hotel Development Site Lease Agreement

thereto (the “Cleanup Agreement”), FDEP will require access to the Remediation Area for purposes of further monitoring, testing and remediation. The parties agree to coordinate the timing of the Initial Leasehold Improvements to be constructed within the Remediation Area to ensure that it remains accessible for active remediation (i.e., soil removal and air sparging) (the “Remediation”) and any necessary ongoing monitoring and testing activities (the “Monitoring”), and Tenant agrees to provide access to FDEP to the Remediation Area as required by the Access Agreement and Cleanup Agreement to the extent necessary for such activities. Based on the schedule approved by FDEP pursuant to the Cleanup Agreement, the parties acknowledge that the Remediation should be completed prior to June 1, 2018 (the “Remediation Date”) with ongoing Monitoring thereafter. In the event FDEP has not completed the Remediation by the Remediation Date, Tenant may proceed with the Initial Leasehold Improvements to be located within that portion of the Remediation Area located within the Property and, to the extent FDEP fails to repair or replace any damage or destruction to the Initial Leasehold Improvements as a result of Remediation or Monitoring, County shall be liable for same. Furthermore, to the extent the Initial Leasehold Improvements located within the Remediation Area have commenced in accordance herewith, and are required for Tenant to obtain a certificate of occupancy (the “CO”) for the Initial Leasehold Improvements, the County shall request FDEP to delay any Remediation or Monitoring that would damage or destroy installed Initial Leasehold Improvements necessary for Tenant to obtain such CO until Tenant has obtained same. In the event the Remediation, or damage or destruction to the Initial Leasehold Improvements caused by the Remediation, delays Tenant from obtaining, or prevents Tenant from continuing work to obtain a CO for the Initial Leasehold Improvements (collectively, a “Delay”), County shall extend the Date of Beneficial Occupancy by one (1) day for each day of the Delay. All costs associated with the Remediation and Monitoring, together with repairing or replacing any damage to the Initial Leasehold Improvements, shall be borne by County and the State of Florida pursuant, in part, to the Cleanup Agreement and at no cost to Tenant.

4. Section 4.03 Description of General Privileges, Uses and Rights, is hereby deleted in its entirety and replaced with the following:

4.03 Description of General Privileges, Easements, Uses and Rights. In addition to the specific privileges granted in Section 4.02 above, County hereby grants Tenant a nonexclusive easement for ingress to and egress from the Premises (including for construction activities) on, over and across: (i) the internal Airport roadways used by the public, including, but not limited to, the internal Airport roadways and driveways providing access to the Premises from the public rights-of-way (inclusive of the Roadway Improvements and Driveway

Improvements to be constructed by County) (the “Airport Roads”) for the duration of the Lease Term; and (ii) the existing driveway located in the southwest corner of the property identified as Parcel N-11 WPB in Exhibit “A” attached hereto (the “N-11 Driveway”) until such time as County notifies Tenant that the Third Party Tenant (as hereinafter defined) requires use of the existing access road for construction of its improvements within Parcel N-11 WPB. If County notifies Tenant that the N-11 Driveway is no longer available for use by Tenant and the Driveway Improvements are not complete, County shall provide Tenant with a temporary, nonexclusive easement for ingress to and egress from the Premises (including for construction activities) on, over and across real property lying adjacent to and in between an Airport Road and the Premises boundary line until such time the Driveway Improvements are complete (“Temporary Access”). The County warrants and represents that although the N-11 Driveway is located upon a portion of Airport real property leased to a third-party tenant (the “Third Party Tenant”), such Third Party Tenant has consented to Tenant’s right to utilize the N-11 Driveway as set forth herein and to the County granting Tenant a temporary, non-exclusive easement on, over and across the N-11 Driveway. Furthermore, County agrees that Tenant shall have reasonable access to the Premises at all times from an Airport Roadway to the Premises prior to completion of the Driveway Improvements and shall coordinate with Tenant on the location of any required Temporary Access. The County reserves the right to realign or relocate any one or more of the Airport Roads, provided same does not materially or adversely interfere with Tenant’s access to the Premises. The right of ingress to and egress from the Premises shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport. Furthermore, Tenant shall be permitted to transport its Hotel customers from the Premises to and from the Airport’s commercial terminal building in its shuttle vehicles; provided that such service is at no charge to the customer, Tenant shall not be required to obtain a separate permit or authorization from the Department for such ground transportation activities on the Airport. In addition, any required Airport ground transportation decals shall be provided at no additional cost to Tenant unless such service is provided at a charge to the customer. Except as expressly set forth in this Section, nothing in this Lease shall be construed to grant or convey to Tenant the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which County has not leased herein.

5. Section 7.05, Roadway and Driveway Improvements and Utility Extensions, is hereby amended to delete Sections 7.05(C) and 7.05(D) in their entirety and replace them with the following:

- (C) County shall cause the design and construction of a driveway entrance and related improvements serving the driveway as generally depicted in Exhibit “C” to provide ingress to and egress from the Property to James L. Turnage Boulevard (“Driveway Improvements”). Construction of the

Driveway Improvements shall be completed by County on or before completion of the Initial Leasehold Improvements by Tenant, unless otherwise approved by Tenant in writing, which approval shall not be unreasonably withheld, conditioned or delayed for reasons beyond the reasonable control of County.

- (D) In the event Tenant utilizes the N-11 Driveway for construction access, Tenant shall, upon County's request, require its contractors to endorse the Third Party Tenant on the liability policies required to be maintained by Tenant's contractors pursuant to Section 7.03.

6. Exhibit "B", The Property, is hereby deleted in its entirety and replaced with the Exhibit "B" to this Amendment.

7. Exhibit "C", Roadway Improvements, is hereby deleted in its entirety and replaced with the Exhibit "C" to this Amendment.

8. County shall provide Tenant with an Owner's Affidavit in the form attached hereto as Exhibit "1" and a Landlord Estoppel Certificate in the form attached hereto as Exhibit "2". The Director shall have the authority to sign the aforementioned documents on behalf of County.

9. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by reference

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

11. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of Page Intentionally Left Blank.}

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

ATTEST:

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

SHARON R. BOCK,
CLERK AND COMPTROLLER

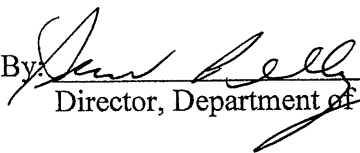
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS


By: _____
County Attorney

By:  _____
Director, Department of Airports

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

TENANT:
CVH PBIA, LLC,
A Florida Limited Liability Company

 _____
Signature


By:  _____
Signature


Stuart Cohen

Print Name

Eliot D. Cohen

Print Name

 _____
Signature

 _____
Title

Terri Bowen

Print Name

(Seal)

EXHIBIT “B”
THE PROPERTY

S:\2017 drawings\647-000\17-006\17-006 2 subarea boundary and lots to be surveyed, 5/1/2017 3:30:12 AM

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 E-Mail: info@brown-phillips.com 561-615-3988, 615-3991 FAX

REVISION 5/2/17: FURNISHED TITLE COMMITMENT NOTED IN REPORT ITEM 6.
REVISION 5/5/17: 5/1/17 SURVEY DEPT. EMAIL COMMENTS ADDRESSED

SKETCH OF
BOUNDARY
SURVEY

PBIA LEASE PARCEL
N-11A PBC -
PBI Home 2 Suites

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

PROJ. No. 17-006
SCALE: 1"=40'
DATE: APRIL 2017
SHEET 1 OF 1

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE:

ABBREVIATIONS:
P.O.B. - POINT OF COMMENCEMENT
P.O.C. - POINT OF BEGINNING
P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORD BOOK
O.B. - ODD BOOK
P.G. - PAGE
R/W - RIGHT-OF-WAY
L - LICENSED BUSINESS
C - CENTRAL ANGLE
A - ARC LENGTH
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
(C) - DEED DIMENSION
(G) - GRID DIMENSION
CENTERLINE

IR - IRON ROD
IR/C - IRON ROD WITH CAP AS NOTED
C.M. - 4"x4" CONCRETE MONUMENT
N/D - NAIL & DISK
NAD - NORTH AMERICAN DATUM
LB - LICENSED BUSINESS
PBC - PALM BEACH COUNTY
PBIA - PALM BEACH INTERNATIONAL AIRPORT

SYMBOL LEGEND
● - FOUND 5/8" IRON ROD WITH "55334" CAP
○ - SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

LEGAL DESCRIPTION:

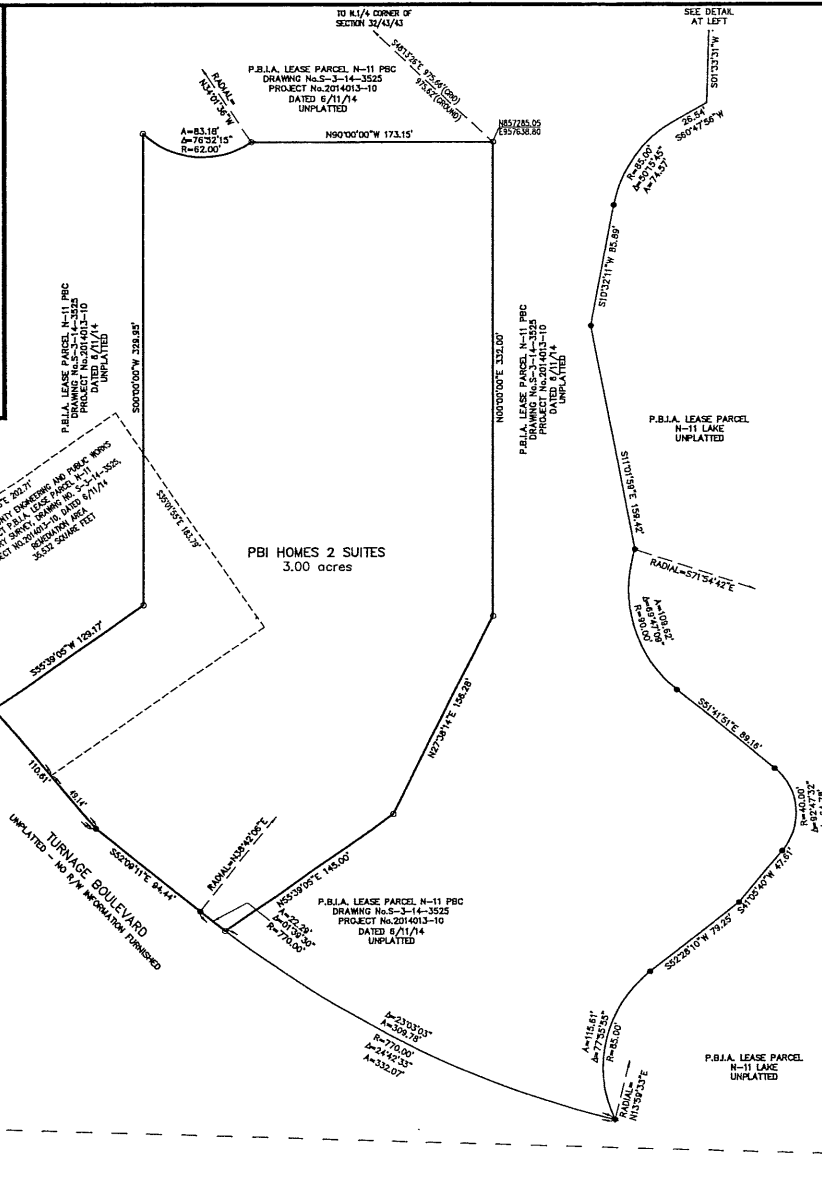
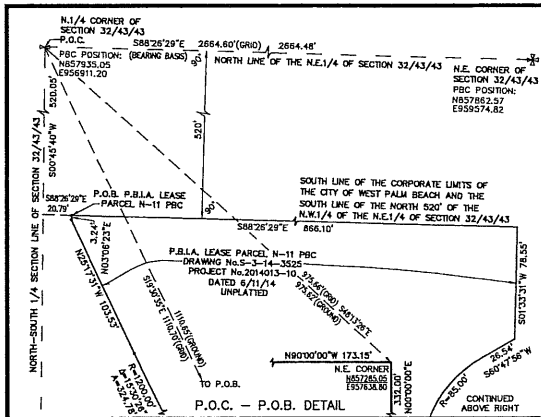
A PARCEL OF LAND IN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, RECORDED IN OFFICIAL RECORD BOOK 618, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 32, 500'45'40"W FOR 520.05 FEET TO THE SOUTH LINE OF THE CORPORATE LIMITS OF THE CITY OF WEST PALM BEACH, ALSO BEING THE SOUTH LINE OF THE NORTH 520.00 FEET OF THE NORTHWEST QUARTER (N.W.1/4) OF THE SAID NORTHEAST QUARTER (N.E.1/4) OF SECTION 32; THENCE ALONG SAID SOUTH LINE, 588'28'29"E FOR 20.79 FEET TO THE POINT OF BEGINNING OF PBIA LEASE PARCEL N-11 PBC, PER PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DRAWING NO. 5-3-14-3525, PROJECT NO. 2014013-10, DATED 6/11/14; THENCE ALONG THE BOUNDARY OF SAID LEASE PARCEL FOR THE FOLLOWING COURSES:

THENCE 503'06'33"W FOR 3.24 FEET;
THENCE 323'7'31"E FOR 103.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1200.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 153'02"28" FOR 324.78 FEET TO A POINT OF TANGENCY;
THENCE 540'47'57"E FOR 208.79 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE 540'47'57"E FOR 110.81 FEET;
THENCE 552'09'11"E FOR 94.44 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 770.00 FEET, WHERE A RADIAL LINE BEARS N84°02'06"E;
THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°39'30" FOR 22.29 FEET;

THENCE N55°39'05"E FOR 145.00 FEET;
THENCE N27°30'14"E FOR 156.28 FEET;
THENCE N00°00'00"E FOR 332.00 FEET;
THENCE N80°00'00"W FOR 173.15 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 62.00 FEET, WHERE A RADIAL LINE BEARS N54°01'36"E;
THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 76°32'15" FOR 63.18 FEET;
THENCE S00°00'00"W FOR 328.93 FEET;
THENCE S55°39'05"W FOR 129.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.00 ACRES, MORE OR LESS.



SURVEY REPORT:

- THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE SJ-17.050 THROUGH SJ-17.052, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON MAY 1, 2017.
- THE SURVEY WAS BASED ON PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS PROJECT P.B.I.A. LEASE PARCEL N-11 PBC BOUNDARY SURVEY, DRAWING NO. 5-3-14-3525, PROJECT NO. 2014013-10, DATED 6/11/14, FURNISHED TO BROWN & PHILLIPS A SKETCH PLAN FURNISHED BY RENAISSANCE GROUP; AND ON INSTRUCTIONS GIVEN BY THE CLIENT.
- BEARINGS ARE BASED ON 588'28'29"E (GRID) ALONG THE NORTH LINE OF THE N.E.1/4 OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST.
- THE LEGAL DESCRIPTION WAS PREPARED BY BROWN & PHILLIPS, INC.
- AREA = 3.00 ACRES, MORE OR LESS.
- BROWN & PHILLIPS, INC., HAS REVIEWED SCHEDULE B - SECTION II OF A TITLE COMMITMENT FURNISHED BY BROAD AND CHASSE, FILE NO.17031848, AGENT FILE #52891.002, REVISION A AS OF 3/30/2017, AND FOUND NO ITEMS THAT CAN BE PLOTTED ON THE SURVEY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
- THE PROPOSED USE OF THE SUBJECT PROPERTY IS A HOTEL. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000 AS REQUIRED BY PALM BEACH COUNTY.
- THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR THE DESIGN OF A PROPOSED HOTEL ON THE SUBJECT PROPERTY BY RENAISSANCE GROUP, INC. AND LAST DEVENPORT, INC. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
-RENAISSANCE GROUP
-PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=40', ON A 24" 36" SHEET.
- STATE PLANE COORDINATES
A. COORDINATES SHOWN ARE GRID
B. DATUM - NAD 83, 1980 ADJUSTMENT
C. ZONE - FLORIDA EAST
D. LINEAR UNIT - US SURVEY FOOT
E. COORDINATE SYSTEM 1983/1980 STATE PLANE
F. TRANSVERSE MERCATOR PROJECTION
G. ALL DISTANCES ARE GRID UNLESS NOTED OTHERWISE
H. SCALE FACTOR - 1.000043
I. GRID DISTANCE X SCALE FACTOR=GRID DISTANCE
J. ROTATION EQUATION: NONE
- EXISTING IMPROVEMENTS ARE NOT SHOWN.
- FLOOD ZONE X550, PANEL No. 1201920155B, PER PALM BEACH COUNTY GIS WEBSITE: "mops.co.pdfm-beach.flus/cwglr"
- © COPYRIGHT 2017 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

EXHIBIT "C"
ROADWAY/DRIVEWAY IMPROVEMENTS

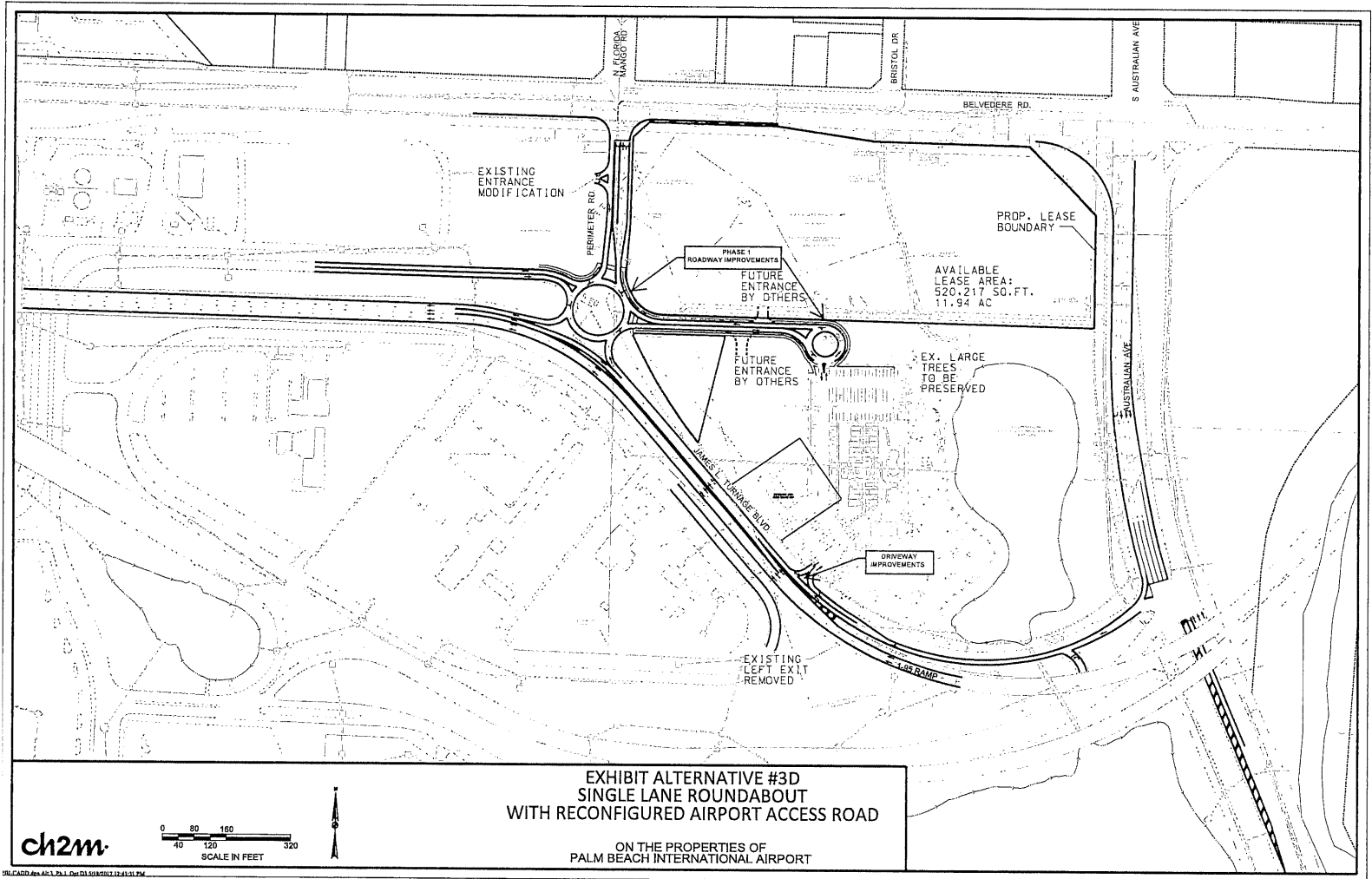


EXHIBIT “1”
OWNER’S AFFIDAVIT

OWNER'S AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Bruce V. Pelly (hereinafter referred to as "Affiant"), whom, first being duly sworn, deposes and says that as of the date of this Affidavit:

1. That Affiant is the Director of the Department of Airports for PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and as such is personally familiar with the facts and circumstances which are the basis of this Affidavit.

2. That the County is the owner of that certain real property known as 1250 Perimeter Road, West Palm Beach, Palm Beach County, Florida, Parcel Control Number 00-43-43-32-00-000-1090, a 130,680 square foot portion of which, together with certain easements rights (collectively, the "Leased Premises"), as legally described on Exhibit "A" attached hereto, has been leased to CVH PBIA, LLC ("Tenant") pursuant to that certain Hotel Development Site Lease Agreement between County and Tenant dated March 14, 2017, as modified by a First Amendment to Hotel Development Site Lease Agreement, dated July 11, 2017, and further modified by a Second Amendment to Hotel Development Site Lease Agreement, dated September 12, 2017 (hereinafter referred to as the "Ground Lease").

3. That the Ground Lease is in full force and effect and that there are no unrecorded or undisclosed amendments, modifications, or transfers affecting same; and to the best of Affiant's knowledge, there has been no breach of any covenants, conditions, stipulations or other provisions of the Ground Lease on behalf of Tenant.

4. That, except as set forth in the Title Commitment (as hereinafter defined), there are no judgments or decrees, assessments or tax liens pending (or otherwise) against the County or the Leased Premises which remain unpaid; there are no suits, claims, disputes, demands or other matters pending (or otherwise) against the County or the Leased Premises; and there are no liens, delinquent taxes or claims that might become a lien on the Leased Premises.

5. That neither the Affiant nor the County have done anything to cause any liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Leased Premises, except as set forth in the Title Commitment, as hereinafter defined; that to the best of the Affiant's knowledge, there are no unpaid taxes, levies, assessments, paving liens or utility liens or utility bills against the Leased Premises, other than as set forth in that certain Title Commitment 17031846 issued by Broad and Cassel LLP, as a title issuance insuring agent for Old Republic Title Insurance Company bearing an original effective date of July 11, 2017 at 8:00 a.m., as may be further amended (the "Title Commitment"), a copy of which is attached hereto as Exhibit "B".

6. That, except as set forth in the Title Commitment, all bills for labor or materials performed upon or furnished for the improvement of the Leased Premises have been fully paid and discharged; and the Leased Premises is free and clear of all liens or rights to claims of lien for labor or materials furnished for the improvements to the Leased Premises. That except as set forth in the Title Commitment, there have been no improvements upon the Leased Premises made by Affiant through or under the County within the past ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or other charges for which a lien or liens might be claimed by anyone whomsoever.

7. That there are no boundary line or other disputes, easements or claims of easements on or against the Leased Premises not shown in the Public Records of Palm Beach County, Florida, except as may be set forth in the Title Commitment.

8. That there are no violations of governmental laws, regulations or ordinances pertaining to the use of or relating to the Leased Premises.

9. That except as may be set forth in the Title Commitment, there are no matters pending against the County which could give rise to a lien that would attach to the Leased Premises, and that the County has not executed and will not execute any instrument that would adversely affect the title to the Leased Premises, during the period of time between the original effective date of the Title Commitment and the time of recording of a memorandum of lease evidencing the leasehold interest of the proposed insured set forth in the Title Commitment.

10. That the County has complied with the Florida Sales Tax laws where applicable.

11. That no option agreement or outstanding contract or any other agreement relating to the sale of the Leased Premises to any person or persons whomsoever is in effect as of the date of this Affidavit.

12. That Tenant is the only tenant on the Leased Premises under the Ground Lease. That Affiant's attention has been brought to that certain Notice of Commencement filed against AVIS Rent a Car System, LLC ("AVIS") by WES Environmental, LLC purporting to cover a portion of the Leased Premises, however, AVIS is not in possession of any portion of the Leased Premises whether by unrecorded lease or otherwise.

13. That there are no actions or proceedings now pending in any State or Federal Court to which the County is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon the Leased Premises.

14. That neither the Affiant nor the County has received notice of any public hearing regarding assessment(s) for improvements or changes in applicable zoning laws concerning the Leased Premises within the past ninety (90) days.

15. That neither Affiant nor the County is: (i) listed on any Specially Designated Nationals and Blocked Persons List maintained by the Office of the Foreign Assets Control,

United States Department of the Treasury; or (ii) a person subject to the prohibitions contained in the USA Patriot Act, or the prohibitions contained in the rules and regulations of the Office of Foreign Assets Control, United States Department of Treasury.

16. That attached to this Affidavit as Exhibit "C" is a true, correct and complete copy of an executed Fifth Amendment to Lease Agreement between County and MSP Partners Realty, LLC ("MSP") wherein MSP acknowledged and agreed to their consent to the operation of a Home2 Suites by Hilton in accordance with County's Request for Proposals No. PB 16-6, which is incorporated by reference herein, and no further consent is required.

17. Affiant understands that this Affidavit is given for the express purpose of inducing Broad and Cassel LLP as a title issuance insuring agent for Old Republic National Title Insurance Company to insure title to the Leased Premises.

18. "Affiant" and "County" include singular or plural as context so requires or admits. This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

DATED this _____ day of _____ 2017.

Bruce V. Pelly
Director of Airports

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this _____ day of _____, 2017, by Bruce V. Pelly, Director of Airports, who [] is personally known to me, OR [] has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Commission Number: _____
My commission expires: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County Attorney

Approved by Board of County Commissioners:

(R-number) _____ (date) _____

EXHIBIT “2”
LANDLORD ESTOPPEL CERTIFICATE

LANDLORD ESTOPPEL CERTIFICATE

TO: BROAD AND CASSEL LLP, AS AGENT AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
c/o Broad and Cassel LLP
One North Clematis Street, Suite 500
West Palm Beach, Florida 33401

TRIUMPH BANK
5699 Poplar Avenue
Memphis, Tennessee 38119
Attn: Lauren Jarrell

Re: Hotel Development Site Lease Agreement, dated as of March 14, 2017 (R2017-0356) as modified by a First Amendment to Hotel Development Site Lease Agreement, dated July 11, 2017, and further modified by a Second Amendment to Hotel Development Site Lease Agreement, dated September 12, 2017 (the "Lease"), by and between Palm Beach County, as landlord ("County" or "Landlord"), and CVH PBIA, as tenant ("Tenant"), covering real property located at 1250 Perimeter Road, West Palm Beach, Palm Beach County, Florida, such real property being more particularly described therein (the "Property")

Ladies and Gentlemen:

This Landlord Estoppel Certificate ("Estoppel") is made as of _____ (the "Effective Date") for the benefit of Broad and Cassel LLP, as Agent, and Old Republic National Title Insurance Company ("Title Company") and Triumph Bank ("Leasehold Mortgagee"). All terms not otherwise defined herein shall have the meaning ascribed to same in the Lease.

Pursuant to the terms of the Lease, Landlord leased to Tenant and Tenant leased from Landlord, the Premises. This Estoppel is being furnished to Broad and Cassel LLP, as Agent and Title Company to induce Title Company to issue its Leasehold Title Insurance Policy and to induce Leasehold Mortgagee to provide construction financing to construct the Hotel on the Property. Landlord confirms and acknowledges that Broad and Cassel LLP, as Agent, and Title Company are relying on the terms, provisions, and conditions of this Estoppel as an inducement to insure such leasehold transaction, and Leasehold Mortgagee to provide construction financing for the Hotel and Landlord understands that Broad and Cassel LLP, as Agent and Title Company would not insure such Lease, without execution and delivery of this Estoppel by the undersigned and that Leasehold Mortgagee would not provide construction financing, without execution and delivery of this Estoppel by the undersigned.

The undersigned certifies that the following information concerning the Lease, the Landlord, the Property and the Premises is true and correct as of the Effective Date, and Landlord agrees as follows:

1. A true, correct and complete copy of the Lease (including any and all amendments and/or assignments thereto) is attached hereto as Exhibit A. Except as set forth on Exhibit A attached hereto, the Lease is unmodified and in full force and effect.
2. Landlord is the fee simple, record title owner of the Property and the "Landlord" under the Lease. Landlord has not assigned, collaterally or otherwise, all or any party of its interest in and to the Lease or all or any portion of the Premises to any other person or entity.
3. There is currently no fee simple mortgage, deed to secure debt, deed of trust or other security interest encumbering the fee estate in the Property and that the Lease permits Tenant to encumber the Property with a Leasehold Mortgage for the benefit of Leasehold Mortgagee. No third party has any option or preferential right to purchase all or any part of the Property, provided, however, that MSP Partners Realty, LLC has waived a Right of First Refusal it holds with respect to a Lease Agreement for Hotel Complex for a different portion of the property at the Palm Beach International Airport, and Landlord confirms that all criteria to be met prior to leasing any portion of the Property has been complied with and that Landlord has full rights to proceed with the Lease herein.
4. That the written consent of the United States of America through the Federal Aviation Administration as required for the leasing of the Premises to Tenant has been obtained for Tenant's proposed use.
5. No Rent is due as of the Effective Date of this Estoppel. Without limiting the generality of the foregoing, the Security Deposit has been paid to Landlord. As of the Effective Date of this Estoppel, no additional amounts are due and owing to Landlord under the Lease.
6. As of the Effective Date of this Estoppel, neither Landlord nor Tenant is in default under the Lease, nor has any event or circumstance occurred that, with the giving of notice or the passage of time, or both, would constitute a default by either Landlord or Tenant under the Lease, except as set forth below (state "None" if none):

None.

7. As of the Effective Date: (A) all conditions and obligations under the Lease to be satisfied or performed by Tenant have been satisfied or performed; and (B) No event has occurred that would entitle Landlord to assert any claim against Tenant or any defense to or offset against the enforcement of the Lease by Tenant.

8. The Lease became effective as of March 14, 2017. The term of the Lease shall commence on the earlier of: (a) substantial completion of the Initial Leasehold Improvements as defined in Section 7.01(A) of the Lease; (b) the date Tenant commences using the Property (or any part thereof) for the conduct of its business (other than construction); or (c) twenty four (24) months from March 14, 2017 (or such later date agreed to by County pursuant to Section 7.01(A) of the Lease) ("Date of Beneficial Occupancy") and expire fifty (50) years thereafter, unless sooner terminated pursuant to the terms of the Lease ("Term").
9. Landlord has neither given nor received any notice of termination of the Lease.
10. No bankruptcy proceedings, whether voluntary or otherwise, are pending, or to the knowledge of Landlord, threatened, against Landlord.
11. Landlord is a political subdivision of the State of Florida and qualified to transact business in Florida.
12. The Lease obligates Landlord to provide Leasehold Mortgagees (as defined in the Lease) with any notice of default of Tenant in accordance with Section 17.02 of the Lease and the right to cure such default(s) in accordance with Section 17.03 of the Lease provided that the requirements of Section 17.02 are satisfied.
13. Landlord (i) makes this Estoppel with the understanding that Broad and Cassel LLP, as Agent and Title Company are contemplating insuring the leasehold interest and that they will do so in material reliance on this Estoppel, and (ii) makes this Estoppel with the understanding that Leasehold Mortgagee is contemplating providing construction financing of the Hotel and that it will do so in material reliance on this Estoppel.
14. Landlord and the person(s) executing this Estoppel on behalf of Landlord have the power and authority to execute this Estoppel.

All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease. This Estoppel Certificate shall be binding on Landlord, its successors and assigns, and shall inure to the benefit of, and may be relied upon by, Tenant, Broad and Cassel LLP, as Agent, Title Company, Leasehold Mortgagee, its successors and assigns, any current or future lender to Tenant, any purchaser of Tenant (directly or indirectly) of Tenant's interest in the Premises, and each of their respective affiliates, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate as of the date set forth below.

LANDLORD:

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

By: _____
Name: Bruce V. Pelly
Title: Director of Airports

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County Attorney

Approved by Board of County Commissioners:

(R-number) (date)

Prepared by and return to:
Rachel L. Ricci, Esq.
One North Clematis Street, Suite 500
West Palm Beach, FL 33401

MEMORANDUM OF LEASE

This Memorandum, dated as of _____, 2017 between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Lessor") and CVH PBIA, LLC, a Florida Limited Liability Company (the "Lessee").

A. Lessor and Lessee entered into that certain Lease Agreement dated as of March 14, 2017 (R2017-0356), as modified by a First Amendment to Hotel Development Site Lease Agreement, dated July 11, 2017 (R-2017-0938), and further modified by a Second Amendment to Hotel Development Site Lease Agreement, dated September 12, 2017 (collectively, the "Lease"). The Lease is for the real property more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Premises").

B. Lessor and Lessee wish to place of record notice of certain terms of the Lease, as set forth below.

Memorandum

1. The term of the Lease shall commence on the earlier of: (a) substantial completion of the Initial Leasehold Improvements as defined in Section 7.01(A) of the Lease; (b) the date Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction); or (c) twenty four (24) months from March 14, 2017 (or such later date agreed to by Lessor pursuant to Section 7.01(A) of the Lease) ("Date of Beneficial Occupancy") and expire fifty (50) years thereafter, unless sooner terminated pursuant to the terms of the Lease ("Term").

2. This Memorandum is being recorded for the purpose of placing the public on notice as to the specific provisions, terms, covenants and conditions of the Lease, and nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created thereby, all of which remain in full force and effect.

3. In the event of any termination of the Lease, Lessee hereby authorizes and directs Lessor to record a notice of such termination and a cancellation of this Memorandum.

4. MSP Partners Realty, LLC has waived a Right of First Refusal it holds with respect to a Lease Agreement for Hotel Complex and has consented to the Lease via (unrecorded) Fifth Amendment to Lease to its lease for a different portion of the property at the Palm Beach International Airport, and Lessor confirms that all criteria to be met prior to leasing

any portion of the Premises has been complied with and that Lessor has full rights to proceed with the Lease.

5. This Memorandum is not a complete summary of the Lease. Provisions in the Memorandum shall not be used to interpret the provisions of the Lease, and, in the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the day and year first above written.

ATTEST:

SHARON R. BOCK

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

By: _____
Clerk and Comptroller

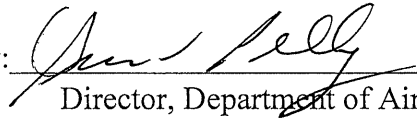
By: _____
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Director, Department of Airports

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

[Signature]
Signature

Stuart Cohen
Print Name

[Signature]
Signature

Terri Bowen
Print Name

LESSEE:
CVH PBIA, LLC,
A Florida Limited Liability Company

By: [Signature]
Signature

Eliot D. Cohen
Print Name

member
Title

(Seal)

STATE OF Tennessee)
COUNTY OF Shelby) ss:

The foregoing instrument was acknowledged before me this 1th day of August, 2017, by Eliot Cohen, the member of CVH PBIA, LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Signature]
Signature of Notary Public

Terri Bowen
Printed Name of Notary Public
My commission expires: 4/26/20

(Seal)

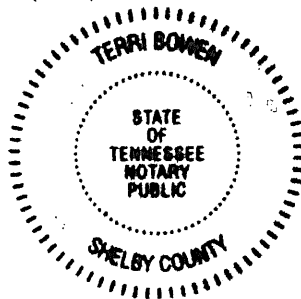
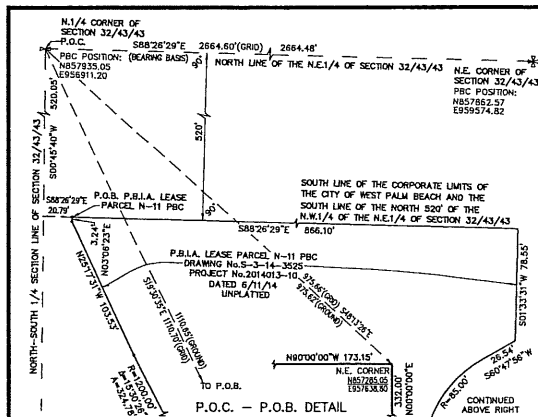


EXHIBIT A

Legal Description

S:\2017 Drawing Files\17-005\17-005.dwg, 5/8/2017 3:30:12 PM



ABBREVIATIONS:
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
P.B. - PLAT BOOK
R/W - RIGHT-OF-WAY
A - CENTRAL ANGLE
L - ARC LENGTH
U - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
(D) - DEED DIMENSION
(C) - GRID DIMENSION
CL - CENTERLINE

IRON ROD
IR - IRON ROD
IR/C - IRON ROD WITH CAP AS NOTED
C.M. - 4"x4" CONCRETE MONUMENT
N/D - N.A.S. & INK
NAD - NORTH AMERICAN DATUM
L.B. - LICENSED BUSINESS
P.B. - PALM BEACH COUNTY
P.B.I. - PALM BEACH INTERNATIONAL AIRPORT

SYMBOL LEGEND:
● - FOUND 5/8" IRON ROD WITH "L53304" CAP
○ - SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

LEGAL DESCRIPTION:

A PARCEL OF LAND IN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, RECORDED IN OFFICIAL RECORD BOOK 819, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 32, THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 32, 500'45'40"W FOR 520.05 FEET TO THE SOUTH LINE OF THE CORPORATE LIMITS OF THE CITY OF WEST PALM BEACH, ALSO BEING THE SOUTH LINE OF THE NORTH 520.05 FEET OF THE NORTHWEST QUARTER (N.W.1/4) OF THE SAID NORTHEAST QUARTER (N.E.1/4) OF SECTION 32;

THENCE ALONG SAID SOUTH LINE, S88°26'29"E FOR 20.79 FEET TO THE POINT OF BEGINNING OF P.B.I. LEASE PARCEL N-11 PBC, PER PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DRAWING NO.S-3-14-3525, PROJECT NO.2014013-10, DATED 6/11/14;

THENCE ALONG THE BOUNDARY OF SAID LEASE PARCEL FOR THE FOLLOWING COURSES:

THENCE S03°06'23"W FOR 3.24 FEET;

THENCE S25°17'31"E FOR 103.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1200.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°30'28" FOR 324.78 FEET TO A POINT OF TANGENCY;

THENCE S40°47'57"E FOR 208.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S40°47'57"E FOR 110.61 FEET;

THENCE S32°09'17"E FOR 94.44 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 770.00 FEET, WHERE A RADIAL LINE BEARS N38°42'06"E;

THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°39'30" FOR 22.28 FEET;

THENCE N55°39'05"E FOR 145.00 FEET;

THENCE N27°38'14"E FOR 156.28 FEET;

THENCE N00°00'00"E FOR 332.00 FEET;

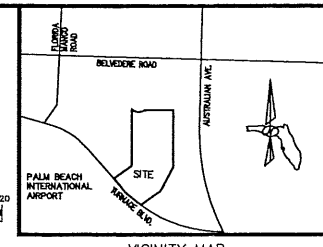
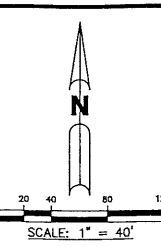
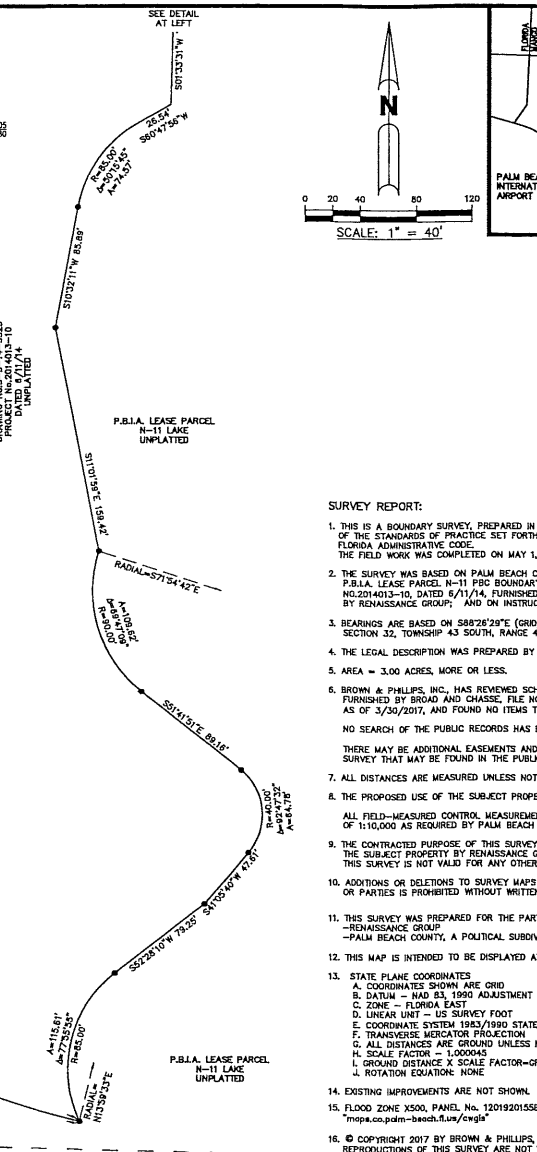
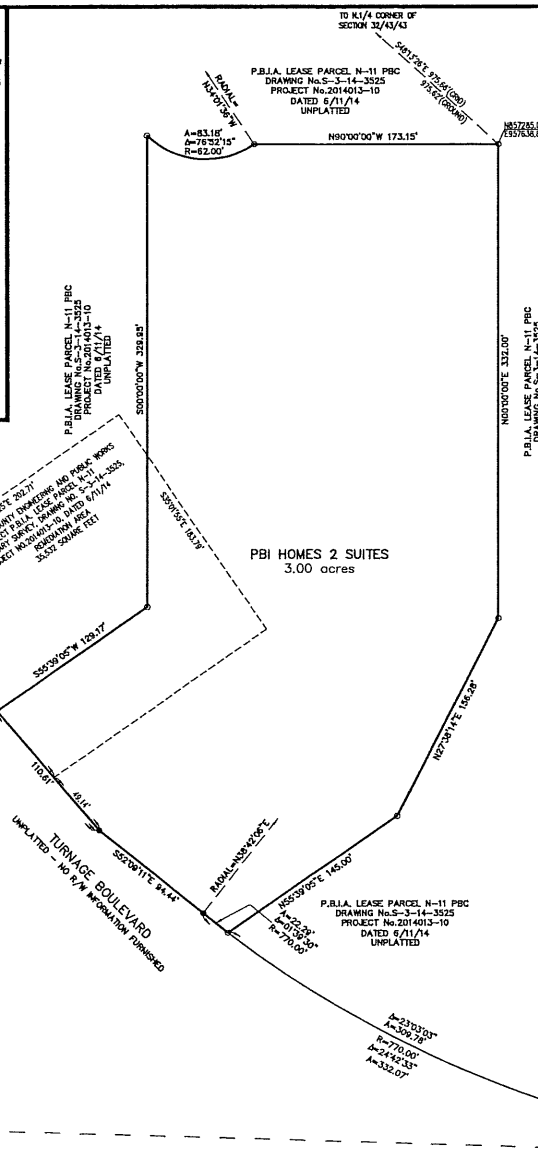
THENCE N00°00'00"W FOR 173.15 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, WHERE A RADIAL LINE BEARS N34°01'38"W;

THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 76°52'15" FOR 83.18 FEET;

THENCE S00°00'00"W FOR 329.35 FEET;

THENCE S55°39'05"W FOR 128.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.00 ACRES, MORE OR LESS.



SURVEY REPORT:

- THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON MAY 1, 2017.
- THE SURVEY WAS BASED ON PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS PROJECT P.B.I. LEASE PARCEL N-11 PBC BOUNDARY SURVEY, DRAWING NO. S-3-14-3525, PROJECT NO.2014013-10, DATED 6/11/14, FURNISHED TO BROWN & PHILLIPS, A SKETCH PLAN FURNISHED BY RENAISSANCE GROUP, AND ON INSTRUCTIONS GIVEN BY THE CLIENT.
- BEARINGS ARE BASED ON S88°26'29"E (GRID) ALONG THE NORTH LINE OF THE N.E.1/4 OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST.
- THE LEGAL DESCRIPTION WAS PREPARED BY BROWN & PHILLIPS, INC.
- AREA = 3.00 ACRES, MORE OR LESS.
- BROWN & PHILLIPS, INC., HAS REVIEWED SCHEDULE B - SECTION II OF A TITLE COMMITMENT FURNISHED BY BROWN AND CHASSE, FILE NO.17031846, AGENT FILE #5281.002, REVISION A AS OF 3/30/2017, AND FOUND NO ITEMS THAT CAN BE PLOTTED ON THE SURVEY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
- THE PROPOSED USE OF THE SUBJECT PROPERTY IS A HOTEL. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000 AS REQUIRED BY PALM BEACH COUNTY.
- THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR THE DESIGN OF A PROPOSED HOTEL ON THE SUBJECT PROPERTY BY RENAISSANCE GROUP, INC. AND LAST DEVENPORT, INC. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE: -RENAISSANCE GROUP -PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=40', ON A 24"x 36" SHEET.
- STATE PLANE COORDINATES
A. COORDINATES SHOWN ARE GRID
B. DATUM - NAD 83, 1990 ADJUSTMENT
C. ZONE - FLORIDA EAST
D. LINEAR UNIT - US SURVEY FOOT
E. COORDINATE SYSTEM 1983/1990 STATE PLANE
F. TRANSVERSE MERCATOR PROJECTION
G. ALL DISTANCES ARE GROUND UNLESS NOTED OTHERWISE
H. SCALE FACTOR - 1.000945
I. GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE
J. ROTATION EQUATION: NONE
- EXISTING IMPROVEMENTS ARE NOT SHOWN.
- FLOOD ZONE X500, PANEL No. 1201920155B, PER PALM BEACH COUNTY GIS WEBSITE: "mopa.co.palm-beach.fl.us/cgi/gis"
- © COPYRIGHT 2017 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409

SKETCH OF BOUNDARY SURVEY

E-Mail: info@brown-phillips.com
651-615-3988, 615-3991 FAX

P.B.I. LEASE PARCEL N-11A PBC - P.B.I. Home 2 Suites

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

PROJ. No. 17-006
SCALE: 1"=40'
DATE: APRIL 2017
SHEET 1 OF 1

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: