

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** **October 2, 2018**      **[ X ] Consent**      **[ ] Regular**  
    **[ ] Workshop**      **[ ] Public Hearing**

**Submitted By: Department of Airports**  
**Submitted For:**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a First Amendment (Amendment) to Fixed Base Operator (FBO) Lease Agreement (Lease) (R-2017-0281) with Jet Aviation Associates, Ltd. (Jet), a Florida Limited Partnership, for the lease of approximately 6,995 additional square feet of unimproved ground at the Palm Beach International Airport (PBI) and an initial annual ground rental \$4,896.50 and clarifying responsibilities for off-site improvements.

**Summary:** The Amendment provides for the lease of an additional 6,995 square feet of unimproved land near the northwest corner of PBIA. Jet is in the process of completing construction plans for the development of aviation facilities as required by the Lease and has requested to lease the additional property for the construction of a foam pond, which would be used for containment in the event of a foam release from its fire protection systems. In order to obtain access to the newly-constructed aviation facilities, Jet will need to develop certain infrastructure improvements that will be located off-site, including driveway connections to airport roadways, utility and drainage improvements and a connection to Taxiway W for access to airfield facilities by aircraft. The Amendment also clarifies Jet's right to access the areas for the construction of the off-site improvements and the on-going maintenance responsibilities of each of the parties for the off-site improvements. **Countywide (HF)**

**Background and Justification:** The Lease provides for the lease of approximately 707,345 square feet of land at PBI to Jet for the development of aviation facilities consisting of no less than 50,000 square feet of hangar space and associated aircraft apron in connection with its operations as a FBO. The Amendment will increase the total leasehold premises to 714,340 square feet for an initial annual rental of \$500,038. Jet has committed to a minimum capital expenditure of no less than \$9,500,000 on the construction of leasehold improvements and to complete construction of the improvements by no later than December 31, 2019.

**Attachments:**

- ## 1. Amendment (3)

Recommended By: Sam Kelly 9/6/18  
Department Director Date

Approved By:  9/19/18  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	<u>(\$3,672)</u>	<u>(\$4,897)</u>	<u>(\$4,897)</u>	<u>(\$4,897)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>(\$3,672)</u>	<u>(\$4,897)</u>	<u>(\$4,897)</u>	<u>(\$4,897)</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 8451 Rsource 4416  
Reporting Category \_\_\_\_\_

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

Rental will commence upon the date of beneficial occupancy, which will be no later than December 31, 2019. The Amendment provides for the lease of an additional 6,995 square feet of unimproved ground at a rental rate of \$0.70 per square foot.

C. Departmental Fiscal Review: CM Sumner

## III. REVIEW COMMENTS

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

Lisa Paine 9/17/18  
9/17 OFMB 9/17

A. S. Jacobson 9/18/18  
Contract Dev. and Control 9/17/18

### B. Legal Sufficiency:

[Signature] 9/18/18  
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.

Wednesday, August 29, 2018

Simple View

Certificate Images

Documents

Insured:	Jet Aviation Associates, Ltd.	Insured ID:	PBI-JA-17-02
Status:	Compliant (with overrides)		
ITS Account Number:	PLC2423		
Project(s):	Palm Beach County - Airport Properties - (Active)		
Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 7/1/2019			
General Aggregate:	\$10,000,000	\$10,000,000	
Products - Completed Operations Aggregate:	\$10,000,000	\$3,000,000	X
Personal And Advertising Injury:	\$10,000,000	\$1,000,000	X
Each Occurrence:	\$10,000,000	\$1,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 7/1/2019			
	All Owned Autos	Any Auto	
	Hired Autos	All Owned Autos	X
	Non-Owned Autos	Hired Autos	X
		Non-Owned Autos	X
Combined Single Limit:	\$5,000,000	\$1,000,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 7/1/2019			
Each Occurrence:	\$0	\$10,000,000	
Aggregate Limit:	\$0	\$10,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 7/1/2019			
Each Accident:	\$0	\$1,000,000	
Disease - Policy Limit:	\$0	\$1,000,000	
Disease - Each Employee:	\$0	\$1,000,000	
<u>Hangarkeeper's Legal Liability</u>			
Expiration: 11/1/2018			
	Hangarkeepers Legal Liability not less than: \$10,000,000 per aircraft.	Hangarkeepers Legal Liability not less than: \$10,000,000 per aircraft.	
Each Occurrence:	\$20,000,000	\$20,000,000	
Aggregate Limit:	\$20,000,000	\$20,000,000	
	Additional Insured	Additional Insured	

Storage Tank Pollution Liability

**Expiration: 11/1/2018**

<b>Each Occurrence:</b>	<b>\$1,000,000</b>	<b>\$5,000,000</b>
<b>Aggregate Limit:</b>	<b>\$2,000,000</b>	<b>\$5,000,000</b>

Property, Wind and Flood Insurance

<b>Expiration: 10/1/2018</b>	<b>All Risk Replacement Cost Loss Payee</b>	<b>All Risk Replacement Cost Loss Payee</b>
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Notifications ([Show All](#))

There were no deficiency letters issued.

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

Certificate Submittal

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

1. The undersigned is the Vice President of Jet Aviation/Palm Beach, Inc., a corporation organized and existing in good standing under the laws of the State of Florida (the "Corporation") which Corporation is the General Partner of Jet Aviation Associates, Ltd., a limited partnership, (the "Partnership") existing under the laws of the State of Florida, pursuant to an agreement dated November 1, 1982, a true and correct copy of which is incorporated herein by reference (the "Partnership Agreement").

3. The Partnership agreement is in full force and effect and has not been amended or modified.

5. David Reddock has the right and authority to enter into that certain First Amendment Fixed Base Operator Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Partnership, a copy of which is incorporated herein by reference (the "Agreement"), and such other instruments as may be necessary and appropriate for the Partnership to fulfill its obligations under the Agreement.

7. The transaction contemplated in the Agreement will not violate any of the terms and conditions of the Partnership Agreement or of any other agreement of the Partnership with any third party.

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 Agreement.

FURTHER AFFIANT SAYETH NAUGHT

Jet Aviation Associates, Ltd., a limited partnership

By: Jet Aviation/Palm Beach, Inc.  
a Florida corporation  
Its: General Partner

By: [Signature]  
(Signature)

David Paddock  
(Print Signatory's name)

Its: Vice President  
(Print Title)

SWORN TO AND SUBSCRIBED before me this 4 day of Sept., 2018, by David Paddock, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

[Signature]  
Notary Signature

Debby Cascone  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

Debby Cascone  
Notary Public of New Jersey  
My Commission Expires 9-29-2019

**FIRST AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND JET AVIATION ASSOCIATES, LTD.**

**THIS FIRST AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT** (this “Amendment”) is made and entered into as of \_\_\_\_\_, 2018 (the “Effective Date”), by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Jet Aviation Associates, Ltd., a limited partnership organized under the laws of the State of Florida, having its office and principal place of business at 1515 Perimeter Road, West Palm Beach, FL 33406 (“Tenant”).

**WITNESSETH:**

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

**WHEREAS**, the parties entered into that certain Fixed Base Operator Lease Agreement dated March 14, 2017 (R-2017-0281) (“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. Recitals and Definitions. 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. Premises and Property. Article 2 of the Lease is hereby amended to delete Sections 2.58 and 2.59 and to replace them in their entirety with the following:

2.58 “Premises” means the real property identified as “Palm Beach International Airport Golfview Area Parcel B” and more particularly described on Exhibit “A”, comprising a total of Seven Hundred Fourteen Thousand, Three Hundred Forty (714,340) square feet of ground, together with all buildings, hangars, structures, aircraft apron areas, pavements, and facilities for Tenant’s exclusive use and other related improvements now or hereafter constructed thereon, subject to easements, rights-of-way and any other encumbrances of record.

2.59 “Property” means the real property identified as “Palm Beach International Airport Golfview Area Parcel B” and more particularly described on Exhibit “A”, comprising a total of Seven Hundred Fourteen Thousand, Three

Hundred Forty (714,340) square feet of ground, subject to easements, rights-of-way and any other encumbrances of record, excluding any improvements constructed thereon.

3. Ground Rental. Section 5.01(A) of the Lease is hereby deleted in its entirety and replaced with the following:

- (A) Tenant shall pay County an initial annual rental of Seventy Cents (\$0.70) per square foot for the use and occupancy of the Property containing approximately Seven Hundred Fourteen Thousand, Three Hundred Forty (714,340) square feet of unimproved ground ("Ground Rental") or Five Hundred Thousand, Thirty-Eight Dollars and 00/100 (\$500,038.00) annually. Ground Rental shall commence on the Commencement Date.

4. Required Improvements. Section 8.01(A) of the Lease is hereby deleted in its entirety and replaced with the following:

(A) Required Improvements.

- (1) Required Improvements. Tenant agrees that it shall construct, at its sole cost and expense, the following improvements: an aviation facility consisting of no less than fifty thousand (50,000) square feet of space, including approximately forty thousand (40,000) square feet aircraft hangar space; aircraft parking apron sufficient to support Group III aircraft; the Perimeter Road (as hereinafter defined); and associated infrastructure and improvements, including, but not limited to, utilities, drainage, perimeter safety fencing, lighting and other security measures (hereinafter collectively referred to as the "Required Improvements"). Construction of the Required Improvements shall be completed no later than December 31, 2019, unless otherwise approved in writing by County, which approval shall not be unreasonably withheld, conditioned or delayed for reasons beyond the reasonable control of Tenant. All aircraft apron pavement sections to be constructed on the Premises, including the aircraft apron areas to be constructed as a part of the Required Improvements, shall be designed in accordance with FAA Advisory Circular 150/5320-6 Airport Pavement Design and Evaluation, as now or hereafter amended.
- (2) The parties acknowledge and agree that: (a) Tenant will be constructing certain improvements outside the boundary of the Premises in locations as generally depicted on Exhibit A-1, which include (i) three (3) driveway connections to Green Street and a



taxiway connector to Taxiway W (hereinafter collectively referred to as, “Connectors”), which Connectors are highlighted in blue on the attached Exhibit A-1, (ii) utility and drainage improvements as highlighted in red on the attached Exhibit A-1 (collectively, the “Utility Improvements”), and (iii) a vehicular roadway along the perimeter of the aircraft parking apron (“Perimeter Road”), which Perimeter Road is highlighted in yellow on the attached Exhibit A-1; and (b) County has granted Tenant a license to access the property upon which the aforementioned improvements will be located for the purpose of installing and constructing the aforementioned improvements in accordance with the approved Plans.

- (3) The parties acknowledge and agree that the Connectors and Perimeter Road shall be considered “public Airport facilities” upon acceptance of such improvements by County, and Tenant shall have the non-exclusive license to use such improvements pursuant to Section 4.04 of this Lease.
- (4) Notwithstanding any provision of this Lease to the contrary, Tenant shall be granted access to and assume responsibility for the on-going maintenance and repair of the Connectors during the Term of this Lease. Upon acceptance of the Perimeter Road by County, County shall assume responsibility for the on-going maintenance and repair of the Perimeter Road. “Acceptance” by County shall be deemed to have occurred upon delivery of a written certificate to County from the architect or engineer of record that construction of the Perimeter Road has been completed in accordance with the approved Plans.

5. Exhibit A. Exhibit “A” of the Lease is deleted in its entirety, and shall be replaced by the Exhibit “A” and Exhibit “A-1” attached to this Amendment, which is hereby incorporated into the Lease as Exhibit “A” and Exhibit “A-1” to the Lease.

6. Entire Agreement. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may

be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.

8. Effective. 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

By: \_\_\_\_\_  
Clerk and Comptroller

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Sam Peleg  
Director, Department of Airports

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

Tenant:  
Jet Aviation Associates, Ltd.

Debby Cascone  
Signature

David Paddock  
Signature

Debby Cascone  
Print Name

David Paddock  
Print Name

Ann Marie Macolino-Maher  
Signature

Vice President  
Title

Ann Marie Macolino-Maher  
Print Name

Debby Cascone  
Notary Public of New Jersey  
My Commission Expires 9-29-2019

(Seal)

**EXHIBIT “A”  
PROPERTY**

PBI – FBO Lease Agreement  
Jet Aviation Associates Ltd.  
Final

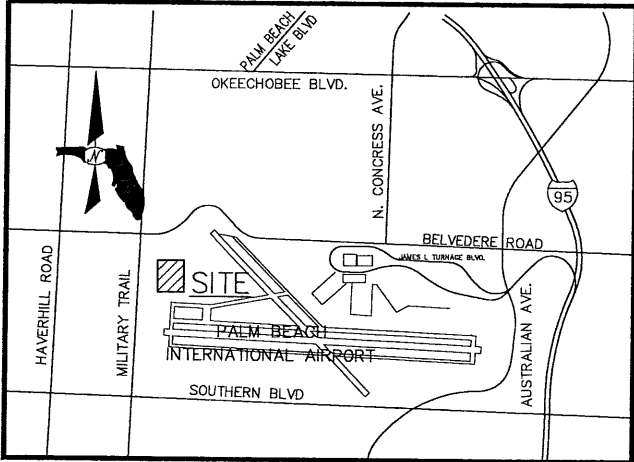
COUNTY OF PALM BEACH  
STATE OF FLORIDA

SKETCH OF ALTA/NSPS LAND TITLE SURVEY  
FOR  
PALM BEACH INTERNATIONAL AIRPORT  
GOLFVIEW LEASE PARCEL "B" (W-5)

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

1. ☒ MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER.
2. ☒ ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK.
- PROPERTY ADDRESS WAS NOT FURNISHED AND IS NOT KNOWN.
3. ☒ FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.
- SEE SURVEY REPORT ITEM #17.
4. ☒ GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT).
- SEE SURVEY REPORT ITEM #6.
5. ☒ VERTICAL RELIEF WITH THE SOURCE OF INFORMATION (E.G., GROUND SURVEY, AERIAL MAP), CONTOUR INTERVAL, DATUM, AND ORIGINATING BENCHMARK IDENTIFIED.
- SEE SKETCH OF SURVEY.
6. ☒ (A) IF SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, LIST THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA, RESTRICTIONS, AND PARKING REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.
- NO INFORMATION WAS FURNISHED TO BROWN & PHILLIPS, INC.
- (B) IF THE ZONING SETBACK REQUIREMENTS ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THE BUILDING SETBACK REQUIREMENTS. IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.
7. ☒ (A) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL.
- THERE ARE NO ON-SITE BUILDINGS AS OF THE DATE OF THE SURVEY.
- (B) SQUARE FOOTAGE OF:
- ☒ (1) EXTERIOR FOOTPRINT OF ALL BUILDINGS AT GROUND LEVEL.
- THERE ARE NO ON-SITE BUILDINGS AS OF THE DATE OF THE SURVEY.
- (2) OTHER AREAS AS SPECIFIED BY THE CLIENT.
- (C) MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE AT A LOCATION SPECIFIED BY THE CLIENT, IF NO LOCATION IS SPECIFIED, THE POINT OF MEASUREMENT SHALL BE IDENTIFIED.
8. ☒ SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BUILDINGS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE).
- SEE SKETCH OF SURVEY.
11. ☒ LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY:
- OBSERVED EVIDENCE COLLECTED PURSUANT TO SECTION 5.1(V).
- SEE SKETCH OF SURVEY.
14. ☒ AS SPECIFIED BY THE CLIENT, DISTANCE TO THE NEAREST INTERSECTING STREET.
- THE DISTANCE FROM THE NORTHWEST CORNER OF THE PROPERTY TO MILITARY TRAIL, ALONG GREEN STREET, IS APPROXIMATELY 560 FEET.
18. ☒ IF THERE HAS BEEN A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT, THE SURVEYOR SHALL LOCATE ANY DELINEATION MARKERS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK AND SHOW THEM ON THE FACE OF THE PLAT OR MAP, IF NO MARKERS WERE OBSERVED, THE SURVEYOR SHALL SO STATE.
- NO MARKERS WERE OBSERVED.



VICINITY MAP  
NOT TO SCALE

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE BOUNDARY OF PALM BEACH INTERNATIONAL AIRPORT, BEING A PORTION OF THE AFFIDAVIT OF WAIVER RECORDED IN OFFICIAL RECORD BOOK 23862, PAGE 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36;  
THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 36,  
S01°30'22"W FOR 1598.85 FEET;  
THENCE PERPENDICULAR TO SAID QUARTER SECTION LINE, S88°29'38"E FOR 607.50 FEET TO THE POINT OF BEGINNING;  
THENCE S87°37'17"E FOR 745.83 FEET;  
THENCE S42°37'45"E FOR 11.05 FEET;  
THENCE S87°37'17"E FOR 146.02 FEET;  
THENCE S03°11'00"W FOR 634.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET;  
THENCE S03°11'00"W, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°11'43" FOR 85.41 FEET TO A POINT OF TANGENCY;  
THENCE N87°37'17"W FOR 278.59 FEET;  
THENCE S31°49'20"W FOR 187.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET;  
THENCE S03°11'00"W, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°33'24" FOR 31.71 FEET TO A POINT OF TANGENCY;  
THENCE N87°37'17"W FOR 418.39 FEET;  
THENCE N01°41'48"E FOR 888.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.399 ACRES, MORE OR LESS.

SURVEY REPORT:

1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 6J-17.051 THROUGH 6J-17.053, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON MAY 3, 2018.
2. THE SURVEY WAS BASED ON PALM BEACH COUNTY SURVEY PROJECT PBIA GOLFVIEW JET AVIATION LEASE PARCEL "B" (W-5) BOUNDARY SURVEY; DRAWING NO.S-3-18-3818; PROJECT NO.2018013-14.
3. BEARINGS ARE BASED ON S01°30'22"W (GRID, NAD 83, 1980) ALONG THE NORTH-SOUTH 1/4 SECTION LINE, SECTION 36, 43/42.
4. THE LEGAL DESCRIPTION WAS PREPARED BY BROWN & PHILLIPS, INC., BASED ON THE SURVEY NOTED IN ITEM 2 ABOVE, AND ON INSTRUCTIONS BY THE CLIENT.
5. AREA =16.399 ACRES (714,361 SQUARE FEET), MORE OR LESS.
6. EASEMENTS, RESTRICTIONS, AND OTHER ITEMS OF RECORD SHOWN ARE PER A TITLE COMMITMENT PREPARED BY \_\_\_\_\_; COMMITMENT NO.: \_\_\_\_\_; DATED: \_\_\_\_\_.  
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.
8. THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR THE DESIGN OF AN AVIATION FACILITY. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
8. THE PROPOSED USE OF THE SUBJECT PROPERTY IS A JET AVIATION FACILITY.
9. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000, REQUIRED BY PALM BEACH COUNTY.
10. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
11. NO UNDERGROUND UTILITIES OR FOUNDATIONS WERE LOCATED.
12. ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "LC-23", ELEVATION=14.84'.
13. "S" DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.
14. 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.
15. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:  
— BOKLER ENGINEERING
- THE USE OF THE DATA SHOWN HEREON BY ANY OTHER PARTY SHALL BE AT THE RISK OF THE USER.
16. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60', ON A 24"x 36" SHEET.
17. FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE "<https://maps.co.palm-beach.fl.us/engly/topp-floodzone>".  
EFFECTIVE FLOOD ZONE (OCTOBER 2017): X BASE FLOOD ELEVATION= 12.5 FT. NAVD
18. 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 GROUND  
H. SCALE FACTOR — 1.0000381  
I. GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE  
J. ROTATION EQUATION: NONE
19. © COPYRIGHT 2018 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. DIGITAL COPIES OF THIS SURVEY ARE NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL, AS DEFINED IN CHAPTER 6J-17.062, FLORIDA ADMINISTRATIVE CODE, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

TO (NAME OF INSURED, IF KNOWN), (NAME OF LENDER, IF KNOWN), (NAME OF INSURER, IF KNOWN), (NAMES OF OTHERS AS NEGOTIATED WITH THE CLIENT):

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6, 7(a)(1), 8, 11, 14, 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 3, 2018.

DATE OF PLAT OR MAP: \_\_\_\_\_

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

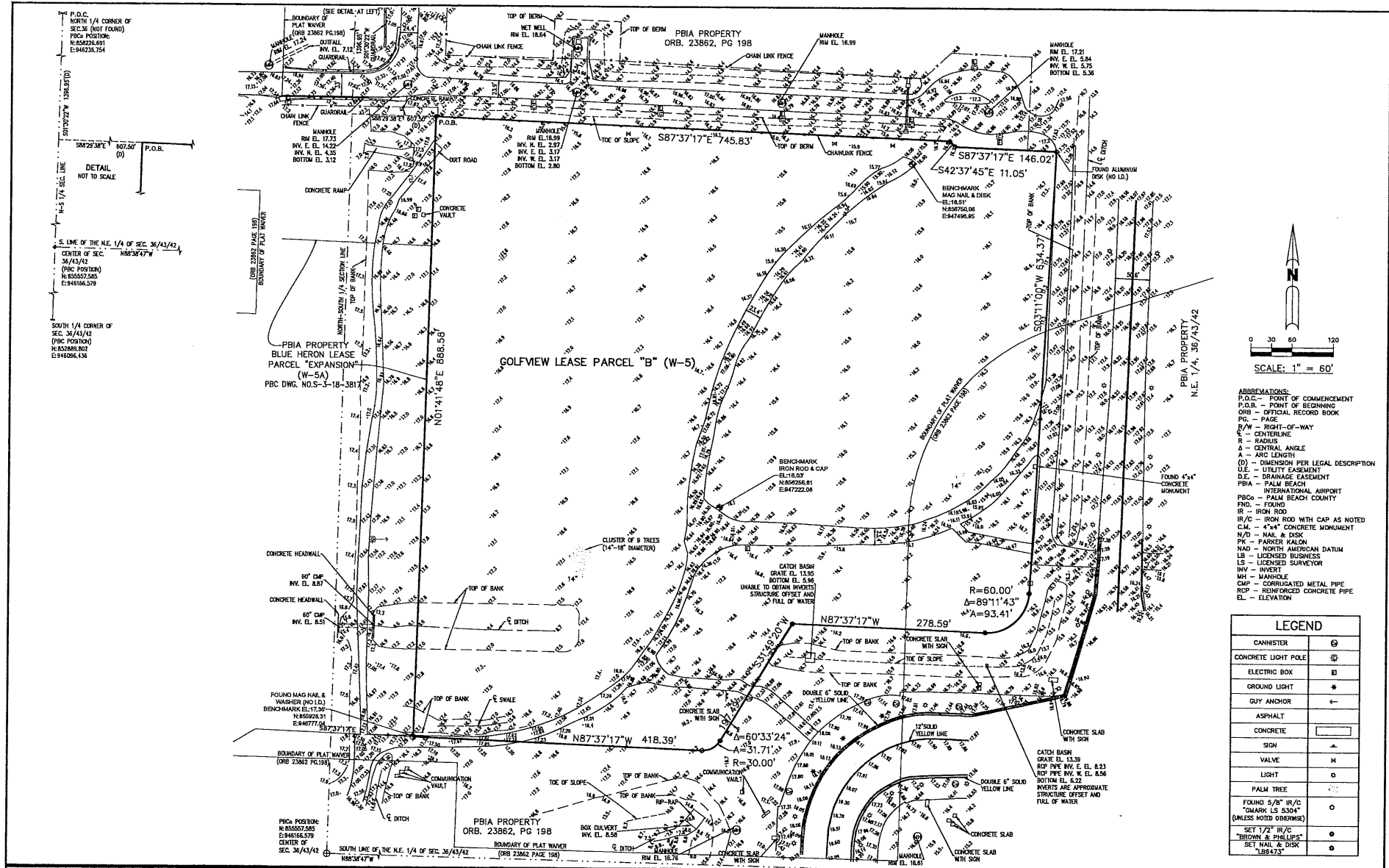
E-Mail: [info@brown-philips.com](mailto:info@brown-philips.com)  
561-615-3988, 615-3991 FAX

REVISIONS: 8/23/18 — LEASE PARCEL LIMITS  
REVISED PER CLIENT INSTRUCTIONS  
8/31/18 — PBC 8/30/18 COMMENTS ADDRESSED  
9/10/18 — CENTER SECTION COORDINATE  
CORRECTED; PARCEL LABEL ADDED

DRAWN: JAO  
CHECKED: JEP  
F.B. PBIA #20  
PAGES: 68

PROJ. No. 17-083E  
SCALE: NONE  
DATE: AUG. 2018  
SHEET 1 OF 2

JOHN E. PHILLIPS, III  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA No.LS4828



**BROWN & PHILLIPS, INC.**  
PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6475  
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409

E-Mail: info@brown-phillips.com  
561-615-3988, 615-3991 FAX

SKETCH OF  
ALTA/NSPS  
LAND TITLE SURVEY

PBIA  
GOLFVIEW LEASE  
PARCEL "B" (W-5)

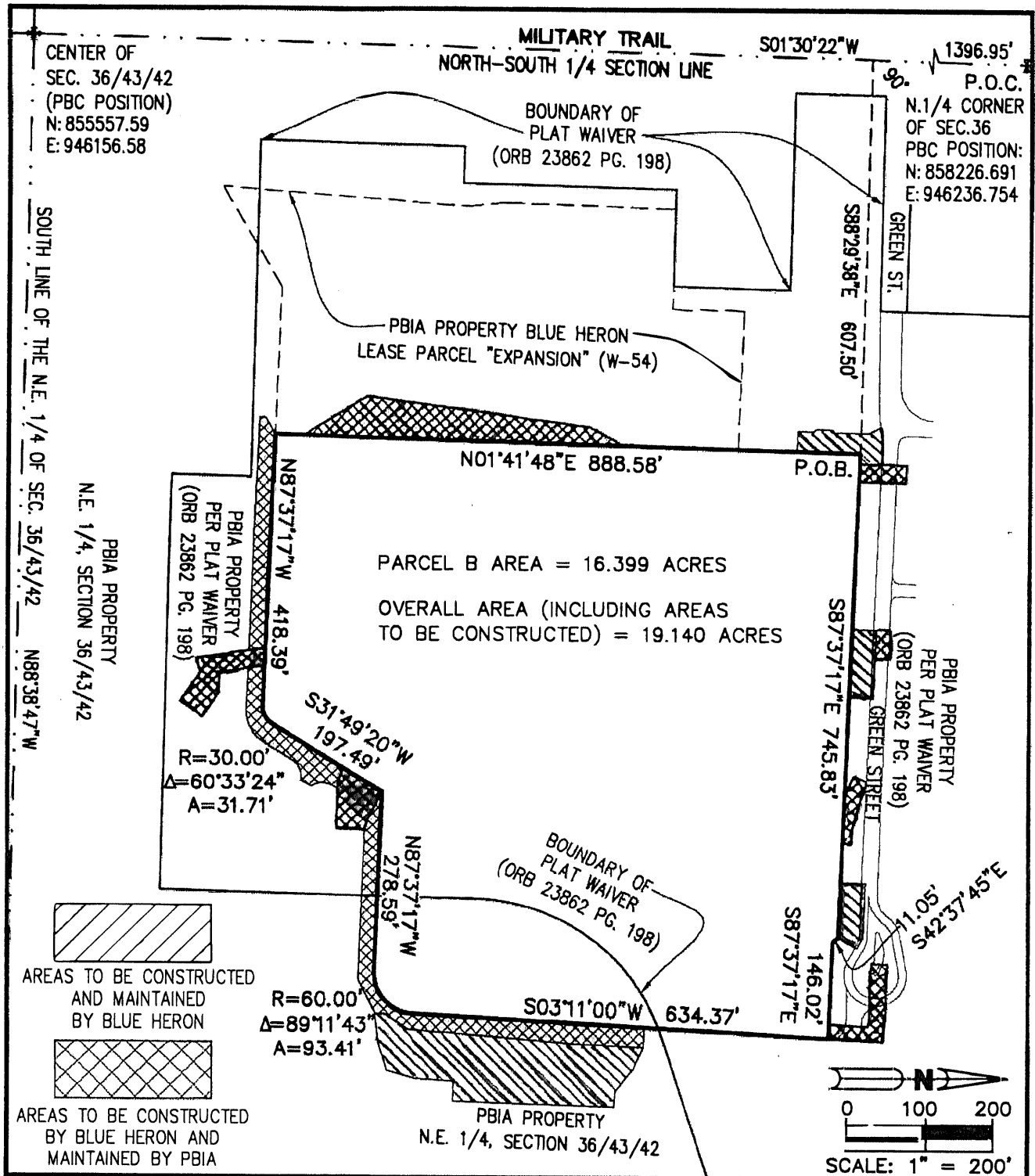
DRAWN: AB  
CHECKED: JEP  
F.B. PBIA #20  
PAGES: 76

PROJ. No. 17-083  
SCALE: 1" = 60'  
DATE: AUG 2018  
SHEET 2 OF 2

**EXHIBIT “A-1”  
OFF-LEASE IMPROVEMENTS**

PBI – FBO Lease Agreement  
Jet Aviation Associates Ltd.  
Final

Exhibit "A-1"  
Offsite Improvements



**B BROWN & PHILLIPS, INC.**  
PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE ROAD., SUITE 509,  
WEST PALM BEACH, FLORIDA 33409  
TELEPHONE (561)-615-3988, 615-3991 FAX

E-Mail: info@brown-phillips.com

**PALM BEACH INTERNATIONAL AIRPORT  
GOLFVIEW AREA PARCEL B**

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 17-083
CHECKED: JEP	SCALE: 1" = 200'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 8/27/18 SHEET 2 OF 2