

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date:	December 18, 2018	<input checked="" type="checkbox"/> [ X ]	Consent	<input type="checkbox"/> [ ]	Regular
		<input type="checkbox"/> [ ]	Workshop	<input type="checkbox"/> [ ]	Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

=====

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Sign Easement Agreement (Easement) with Palm Beach County, Drive Shack Palm Beach LLC (Drive Shack) and the City of West Palm Beach (City) for the construction and maintenance of a directional/wayfinding sign on a portion of property under lease to Drive Shack on Belvedere Road at the Palm Beach International Airport (PBIA).



**Summary:** Drive Shack is constructing a new golf-related entertainment venue on County-owned property near the northwest corner of PBIA at the intersection of Belvedere Road and Australian Avenue, pursuant to a Development Site Lease Agreement (R2017-0939, as amended). The City imposed a development condition, requiring Drive Shack to replace an existing sign directing traffic to the City's downtown area, and to provide an easement for the sign. The sign and easement will be on County-owned property, under lease to Drive Shack.  
Countywide (HJF)

**Background and Justification:** Drive Shack's facility is under construction. The easement area is 6 feet x 12 feet, and encompasses approximately 72 square feet (0.0017 ac.) It is necessary for the County to grant the Easement as a condition of Drive Shack's development approval. Drive Shack will construct the sign and the sign will be maintained by the City. The easement is being granted at no cost to Drive Shack and the City. The City approved the Easement on November 5, 2018 (City Resolution No. 298-18).

**Attachments:**

- 1. Easement

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Recommended By:		11/15/18
	Department Director	Date
Approved By:		12/14/18
	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	_____	_____	_____	_____	_____
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 X

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

Budget Account No: Fund 4100 Department 120 Unit \_\_\_\_\_ RSource \_\_\_\_\_  
Reporting Category \_\_\_\_\_

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

No fiscal impact.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

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

[Signature] 11/28/18  
ASD OFMB 11/27

[Signature] 12/14/18  
Contract Dev. and Control  
12/13/18 TW

**B. Legal Sufficiency:**

[Signature] 12/14/18  
Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

(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, November 14, 2018

- Simple View
- Certificate Images
- Documents

Insured: Drive Shack Palm Beach LLC

Insured ID: PBI-DS-17-01

Status:

Compliant

ITS Account Number:

PLC2719

Project(s):

Palm Beach County - Airport Properties - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 1/1/2019			
General Aggregate:	\$2,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	

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

**WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
DRIVE SHACK PALM BEACH LLC**

June 15, 2017

**WHEREAS**, Drive Shack Holding LLC is the sole member (the "Member") of Drive Shack Palm Beach LLC (the "Company");

**WHEREAS**, the Company desires to enter into a Development Site Lease Agreement (the "Lease") between the Company and Palm Beach County;

**WHEREAS**, the Member believes entering into the Lease and the transactions contemplated thereby is in the best interests of the Company and desires to authorize the Company to enter into the Lease;

**WHEREAS**, Sarah Watterson is the President of the Company, Sara Yakin is the Secretary of the Company and Lawrence Goodfield Jr. is the Treasurer of the Company (each, an "Authorized Officer"); and

**WHEREAS**, the Member desires to authorize each of the Authorizing Officers to cause the Company to enter into the Lease and the transactions contemplated thereby.

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that it is advisable for, and in the best interests of the Company to, enter into the Lease and the transactions contemplated thereby;

**FURTHER RESOLVED**, that causing the entry by the Company into the Lease and the transactions contemplated thereby is authorized and approved in all respects;

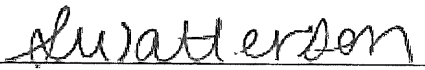
**FURTHER RESOLVED**, that causing the entry by the Company into the Lease with such changes and additions thereto as the Authorized Officers, or any of them, determine to be appropriate in each case, is hereby approved, adopted and authorized in all respects, and that the Authorized Officers be, and each individually hereby is, authorized, in the name and on behalf of the Company, to pay any and all fees and expenses arising in connection with the actions ratified and/or authorized by the foregoing resolutions, and to execute and deliver the Lease and such other instruments, agreements, consents, certificates and documents and take such further actions as any of them may deem necessary or appropriate to effectuate the purposes of each and all of the foregoing resolutions; and

**FURTHER RESOLVED**, that all actions of any kind previously taken by the Authorized Officers or individuals under their supervision in connection with the actions ratified and/or authorized by the foregoing resolutions are hereby ratified, confirmed and approved in all respects and are adopted as acts of the Company.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the undersigned has duly executed this written consent as of the day first written above.

DRIVE SHACK HOLDINGS LLC

By:   
Sarah Watterson  
President

Prepared by and return to:  
Laura Beebe, Deputy Director  
Palm Beach County Dept of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406

Property Control Number: 74-43-43-32-00-000-1130

## **SIGN EASEMENT AGREEMENT**

THIS SIGN EASEMENT AGREEMENT ("Easement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("County"), **DRIVE SHACK PALM BEACH LLC**, a Delaware limited liability company, whose mailing address is 1345 Avenue of the Americas, 45th Floor, New York, NY 10105 ("Drive Shack") and **CITY OF WEST PALM BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 3366, West Palm Beach, Florida 33402 ("City").

### **WITNESSETH:**

**WHEREAS**, County owns the property described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "County Property"); and

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

**WHEREAS**, pursuant to that certain Development Site Lease Agreement dated July 11, 2017, between County and Drive Shack (R2017-0939, as amended) (the "Lease"), by this reference made a part hereof, Drive Shack is constructing a facility on the County Property, and such facility requires approval by City; and

**WHEREAS**, pursuant to Resolution No. 350-17, adopted by City on December 18, 2017, by this reference made a part hereof, City required Drive Shack to replace and to provide an easement for existing directional/wayfinding sign located on a portion of the County Property (the "Sign"); and

**WHEREAS**, pursuant Resolution No. 417-18, adopted by City on May 21, 2018, by this reference made a part hereof, City approved specific design features for the Sign (the "Design"); and

**WHEREAS**, Drive Shack and City have requested that County grant to City a sign easement agreement upon a portion of the County Property to construct and maintain the Sign in accordance with the Design (the "Easement"); and

**WHEREAS**, County has agreed to grant to City an Easement over the County Property as legally described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement Premises").

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), 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. Grant of Easement. County does hereby grant to City, its successors and assigns, upon the conditions set forth herein, a perpetual non-exclusive easement in gross, on, over, under, through, and across the Easement Premises to construct, reconstruct, operate, inspect, maintain, relocate, repair and replace the Sign. The Sign and appurtenances shall be constructed within the confines of the Easement Premises. The initial construction of the Sign shall be completed by Drive Shack, in accordance with the Design.

3. Reasonable Use. The rights and interest conveyed hereunder are conditioned upon the reasonable exercise thereof by City. The grant of this Easement shall in no way restrict the right and interest of County or Drive Shack in the use, maintenance and quiet enjoyment of the Easement Premises or the adjoining County Property to the extent that such does not interfere with the rights granted herein. In the event that City ceases to use the Easement Premises for the purposes herein expressed, the Easement granted hereby shall become null and void, and all the right, title, and interest in and to the Easement Premises shall automatically revert to County.

4. Maintenance. City expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Sign and all appurtenances at all times during the term hereof. City shall provide Department with prior written notice of any major maintenance or repair activities, including replacement of the Sign, within the Easement Premises.

5. Relocation. City acknowledges and agrees that County may require the relocation of the Sign installed within the Easement Premises to another location within County's property, which shall be subject to City's approval, which shall not be unreasonably withheld, conditioned or delayed. In the event that it becomes necessary for City to relocate or alter the location of its Sign at the request of County, County shall reimburse City for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new easement upon the same terms and conditions of this Easement. City shall promptly terminate and release this Easement upon the grant of the new easement provided for herein.

6. Access. City shall have the right of ingress and egress over and across the Easement Premises and County's adjoining County Property as is reasonably necessary to exercise the rights granted herein, provided the same shall not unreasonably interfere with County's or Drive Shack's use and enjoyment of the adjoining County Property.

7. Personal Property. The Sign and all of City's equipment and personal property placed or located on the Easement Premises shall be at the sole risk of City or owner thereof.

8. Limitation of Liability. Without waiving the right to sovereign immunity in general and as provided by Florida Statutes Section 768.28, the parties acknowledge that City and County are 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 Florida State Legislature.

9. No Dedication. This Easement is for the use and benefit of City and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

10. Subject to Matters of Record. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

11. Operation of the Airport. By acceptance of this Easement, City acknowledge that the Easement Premises and the County Property are located on property within the Airport, and City each for itself, its successors and assigns agrees to the following:

- a. To restrict the height of the Sign within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended.
- b. To prevent any use of the Easement Premises which would interfere with the landing or taking off of aircraft at the Airport; interfere with air navigation and/or communication facilities serving the Airport; or otherwise would constitute an airport hazard.
- c. To construct the Sign on and to use the Easement Premises in accordance with Federal Aviation Administration ("FAA") Advisory Circulars, Orders and Regulations, as now or hereafter amended.
- d. This Easement shall be subject and subordinate to the terms and conditions of any agreements entered by and between County and the State of Florida and/or United States of America, and any agencies thereof, relating to the acquisition of the Easement Premises by County.
- e. This Easement is expressly subordinated and subject to the provisions of the pledge, transfer, hypothecation or assignment made by Grantor in the Palm Beach County Airport System Bond Resolution dated April 3, 1984 (Resolution No. 84-427), as amended and supplemented (the "Bond Resolution"), as amended and supplemented.
- f. Each party acknowledges that noise and vibration are inherent to the operation of the Airport and hereby releases County from any and all liability for the same in connection with the rights granted under this Easement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW



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

APPROVED BY COUNTY:

ATTEST:

SHARON R. BOCK,  
CLERK AND COMPTROLLER

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

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

By: \_\_\_\_\_  
, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By:  \_\_\_\_\_  
Director, Department of Airports

APPROVAL, CONSENT AND JOINDER BY DRIVE SHACK:

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

[Signature]  
Signature

Nicholas Foley  
Print Name

[Signature]  
Signature

Kerley G. Hui  
Print Name

DRIVE SHACK PALM BEACH LLC  
a Delaware Limited Liability Company

By: [Signature]  
Print Name: Sarah L. Watterson  
Title: President

STATE OF New York )  
COUNTY OF New York )

The foregoing instrument was acknowledged before me this 24 day of October 2018, by Natalie Wojtowicz, on behalf of the Drive Shack Palm Beach LLC, . who is personally known to me or produced \_\_\_\_\_ as identification and did / did not take an oath.

Notary Public  
[Signature]  
(Print Notary Name)

NOTARY PUBLIC  
State of New York at Large  
My Commission Expires: 1/28/21

NATALIE WOJTOWICZ  
Notary Public, State of New York  
Reg. No. 01WO6275416  
Qualified in Queens County  
Commission Expires 1/28/21

CITY HEREBY ACCEPTS THE FOREGOING GRANT OF EASEMENT:

ATTEST:

CITY OF WEST PALM BEACH

By: Hazeline F. Carson  
Hazeline F. Carson, City Clerk

By: Geraldine Muoio  
Geraldine Muoio, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

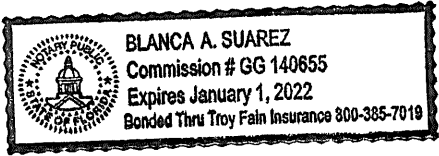
Date: 11/6/18

By: Richard Lane  
Director Development Services

Date: 11/6/18

STATE OF FLORIDA       )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November 2018, 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  
Blanca A. Suarez  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 1/1/22

**EXHIBIT "A"**  
**COUNTY PROPERTY**

# COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2014013-10

## P.B.I.A. LEASE PARCEL N-11 WPB BOUNDARY SURVEY

HAL R. VALECHE  
DISTRICT 1

PAULETTE BURDICK  
DISTRICT 2

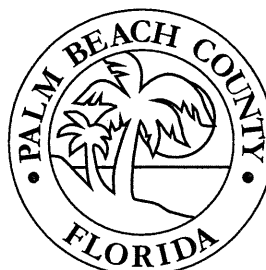
STEVEN L. ABRAMS  
DISTRICT 4

MELISSA MCKINLAY  
DISTRICT 6

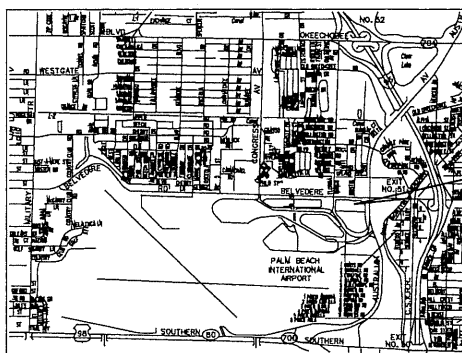
DAVE KERNER  
DISTRICT 3

MARY LOU BERGER  
DISTRICT 5

MACK BERNARD  
DISTRICT 7



## SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP  
N.T.S.

## LEGEND

- D = DELTA  
L = LENGTH  
R = RADIUS  
(C) = CALCULATED  
(D) = DEED  
(P) = PLAT  
(D & M) = DESCRIPTION & MEASURED  
C = CENTERLINE  
L.S. = LICENSED SURVEYOR  
P.B. = PLAT BOOK  
F.P.L. = FLORIDA POWER & LIGHT  
O.R.B. = OFFICIAL RECORD BOOK  
P.C.P. = PERMANENT CONTROL POINT  
P.L.S. = PROFESSIONAL LAND SURVEYOR  
P.R.M. = PERMANENT REFERENCE MONUMENT  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
N.T.S. = NOT TO SCALE  
P.B.I.A. = PALM BEACH INTERNATIONAL AIRPORT

P.B.I.A. LEASE PARCEL N-11 WPB  
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY AS RECORDED IN WITHIN RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 86°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 79.34 FEET; THENCE SOUTH 01°33'51" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BELVEDERE ROAD AS RECORDED IN ROAD BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE SOUTH 86°26'29" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 318.27 FEET; THENCE SOUTH 81°27'48" EAST ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 246.14 FEET TO A POINT ON A LINE LYING 70.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH SAID SECTION LINE, THENCE SOUTH 86°26'29" EAST ALONG SAID PARALLEL LINE AND PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 304.43 FEET TO THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF AUSTRALIAN AVENUE AS SHOWN ON THE ROAD BOOK 3, PAGE 47 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND AS SHOWN ON PALM BEACH COUNTY PARCEL ACQUISITION MAP FOR AUSTRALIAN AVENUE, PROJECT NO. B0050/08570 - SHEET 3 OF 3 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER (THE NEXT TWO COURSES COINCIDE WITH SAID WESTERLY RIGHT-OF-WAY LINE); THENCE SOUTH 45°59'55" EAST, A DISTANCE OF 237.35 FEET; THENCE SOUTH 00°28'44" WEST, A DISTANCE OF 283.82 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 (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, THENCE NORTH 86°26'29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1070.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°22'34" AN ARC DISTANCE OF 162.87 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°09'50" EAST, A DISTANCE OF 114.58 FEET; THENCE NORTH 01°41'56" EAST, A DISTANCE OF 216.44 FEET; THENCE NORTH 41°15'17" EAST, A DISTANCE OF 48.40 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF BELVEDERE ROAD AND THE POINT OF BEGINNING.

## SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 520.226 SQUARE FEET OR 11.9428 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 86°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2716.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

I HAVE REVIEWED THE CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT - COMMITMENT NO. 2607007, DATED NOV. 2007, WITH AN EFFECTIVE DATE OF 4/10/2014, A GRANTOR'S POLICY ISSUED BY SOUTHEAST GUARANTY & TITLE, INC. AND ALL SURVEY-RELATED ENCUMBRANCES IDENTIFIED IN THE POLICIES SCHEDULE B - SECTION II ARE SHOWN ON THIS SURVEY OR NOTED BELOW.

- RESTRICTIONS AND RESERVATIONS IN FAVOR OF USA RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344. (NOT PLOTTED)
- EASEMENT TO FPL RECORDED IN OFFICIAL RECORD BOOK 1461, PAGE 68. (PLOTTED)
- EASEMENT TO FPL RECORDED IN OFFICIAL RECORD BOOK 5466, PAGE 1895 AND OFFICIAL RECORD BOOK 5466, PAGE 1898. (PLOTTED)
- UTILITY EASEMENT TO FPL RECORDED IN OFFICIAL RECORD BOOK 21659, PAGE 1484. (PLOTTED)
- POSSIBLE LIENS BY VIRTUE OF THE NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORD BOOK 26590, PAGE 567, OFFICIAL RECORD BOOK 26568, PAGE 1231 AND OFFICIAL RECORD BOOK 26624, PAGE 83. (NOT PLOTTED)

NOTES: ALL RECORDING REFERENCES CONTAINED HEREIN ARE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EASEMENT RECORDED IN OFFICIAL RECORD BOOK 28005, PAGE 429 RELEASED BY OFFICIAL RECORD BOOK 28070, PAGE 126 OF SAID PUBLIC RECORDS.

THE ITEM NUMBER CITED ABOVE REFERS TO SCHEDULE B - SECTION II OF THE ABOVE REFERENCED TITLE COMMITMENT.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY. AT THE CLIENT'S REQUEST.

NO HORIZONTAL OR VERTICAL TOPOGRAPHY WAS PERFORMED BY THIS SURVEY. AT THE CLIENT'S REQUEST.

NO VEGETATION WAS LOCATED BY THIS SURVEY. AT THE CLIENT'S REQUEST.

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY. AT THE CLIENT'S REQUEST.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

THE INTENDED PLOT SCALE OF THIS DRAWING IS 1" = 60' ON 24" X 36" MEDIA.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1128, PAGE 45.

DATED 05/29/2014 & 05/30/2017. INSTRUMENTS USED WERE THE TOPCON GTS-802 #2 TOTAL STATIONS AND GPS UNIT 2.

THE FILE NAMES FOR THE BOUNDARY WORK ARE 2014013-10 ALL-4013-10

ALL-554-2014013-10 NOTES-002 & S-3-14-5524.DWG

FIELD WORK COMPLETED ON 06/05/14 & UPDATED 05/30/2017.

ALL APPARENT EXISTING IMPROVEMENTS HAVE NOT BEEN LOCATED OR NOTED ON THIS SURVEY. AT THE CLIENT'S REQUEST, REFER TO AERIAL FOR EXISTING IMPROVEMENTS CAPTURED DURING PHOTO FLIGHT DATE.

LEGAL ACCESS TO THE PARCEL IS PROVIDED VIA BELVEDERE ROAD TO THE NORTH A PUBLICLY DEDICATED ROADWAY.

THE PROJECT'S FIELD TRAVERSE WAS BALANCED USING STAR NET PRO VERSION 4.0.19. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATED SECTION CORNERS, THE NORTH QUARTER CORNER OF SECTION 32/43/43 AND THE NORTHEAST CORNER OF SECTION 32/43/43 WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT. THE SECTION WAS BROKEN DOWN IN ACCORDANCE WITH PALM BEACH COUNTY SECTION CORNER POSITIONS. SEE CERTIFIED CORNER RECORDS 54088 (15820), 54088 (22019), 54087 (18564), 54090 (25964) & 53900 (35217 & 10271).

ALL ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.

DATE OF AERIAL PHOTO BY OTHERS 2015. THIS IS AN ORTHO-IMAGE OR ORTHO-PHOTO. THE PHOTO WAS NOT CONTROLLED, TARGETED OR FIELD VERIFIED BY THE SIGNING SURVEYOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000044878

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.

CHICAGO TITLE INSURANCE COMPANY.

SOUTHEAST GUARANTY & TITLE, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY PERSONAL DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE FLORIDA STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPMERS IN CHAPTER 14-17, F.A.C., FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE NO. 5304

DATE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ROADWAY PRODUCTION  
P. O. BOX 2029, WEST PALM BEACH, FLORIDA



NO.	DATE	BY	REVISION
1	05/30/2017	GWM	UPDATED EASEMENTS TO FPL
2	06/05/2017	GWM	UPDATED BOUNDARY, LEGAL & TITLE PAGE

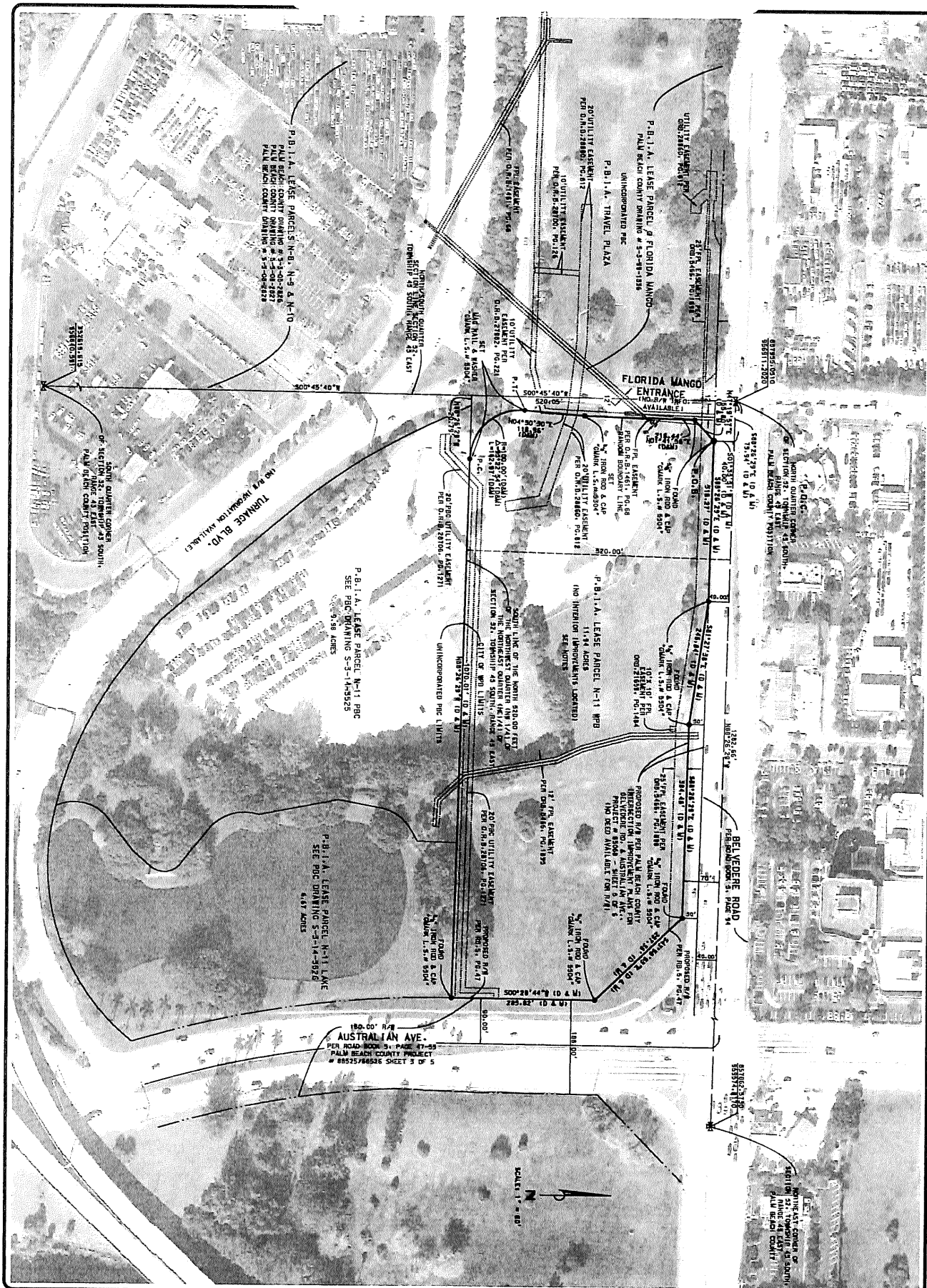
SCALE: AS NOTED  
APPROVED: G. W. MARK, P.L.S.  
DRAWN: E. A. G.  
CHECKED: E. L. F.  
DATE: 6/11/14


PROJECT: P.B.I.A. LEASE PARCEL N-11 WPB BOUNDARY SURVEY  
DESIGN FILE NAME: S-3-14-5524.DWG  
DRAWING NO.: S-3-14-5524

SHEET: 1

OF: 2

PROJECT NO. 2014013-10



PROJECT: SHEET: 2 OF: 2 PROJECT NO. 20-000-5310	PROJECT: <b>P.B.L.A. LEASE PARCEL N-II WPB BOUNDARY SURVEY</b> DESIGN FILE NAME S-3-14-5324DGN	DRAWING NO. S-3-14-5324	DATE 6/11/14	NO. 1 2	REVISION	BY	DATE	 <p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS <b>ROADWAY PRODUCTION</b> 2200 NORTH JOG ROAD WEST PALM BEACH, FL 33411</p>
					1 UPDATED EASEMENTS PROVIDED BY DEPT. OF AIRPORTS 2 UPDATED BOUNDARY LEGAL & TITLE PAGE	GMW	6/11/14	

**EXHIBIT “B”  
EASEMENT PREMISES**

**NOTES**  
**COORDINATES, BEARINGS AND DISTANCES**

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 (90/98 ADJUSTMENT)  
ZONE = FLORIDA EAST  
LINEAR UNIT = US SURVEY FEET  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND UNLESS NOTED  
SCALE FACTOR = 1.000044878  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 (90/98 ADJUSTMENT), FLORIDA EAST ZONE.

**DESCRIPTION:**

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-11 WPB, AS RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 88°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 207.54 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 01°33'31" WEST, AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 40.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 6.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 90°00'00" WEST, 6.00 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING

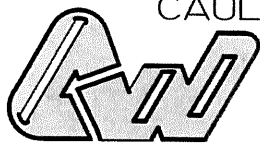
CONTAINING 72 SQUARE FEET OR 0.0017 ACRES MORE OR LESS.  
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE GRID, RELATIVE TO THE NORTH LINE OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, SAID LINE BEARING S88°26'29"E.
5. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.

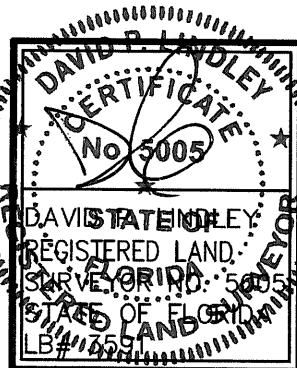
**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 22, 2018. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

**SHEET 1 OF 2****CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**DRIVE SHACK PBIA  
SIGN EASEMENT  
SKETCH OF DESCRIPTION**

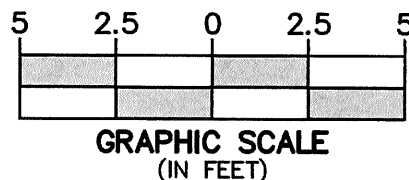


DATE	8/22/18
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7866-SIGN





ESMT. - EASEMENT  
F.P.L. - FLORIDA POWER & LIGHT  
ORB - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
P.B.C. - PALM BEACH COUNTY  
PBCR - PALM BEACH COUNTY RECORDS  
P.B.I.A. - PALM BEACH INTERNATIONAL AIRPORT  
P.B.C.P.C. - PALM BEACH COUNTY PUBLISHED COORDINATES  
PG. - PAGE  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
U.E. - UTILITY EASEMENT



**SHEET 2 OF 2**



CAULFIELD &amp; WHEELER, INC.

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**DRIVE SHACK PBIA  
SIGN EASEMENT  
SKETCH OF DESCRIPTION**

DATE	8/22/18
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F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7866-SIGN