

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: March 12, 2019	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Workshop	<input type="checkbox"/> []	Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Access Agreement with Nutting Environmental of Florida, Inc., and Nutting Engineers of Florida, Inc. (collectively, Nutting), authorizing Nutting to perform due diligence inspections on a 63.43 acre parcel of land identified as Parcel RF-1, west of the Palm Beach International Airport (PBI), effective January 2, 2019, and expiring April 30, 2019, at no cost.

Summary: Nutting will be performing environmental audits, soil testing and surveys as a contractor to Airport Logistics Park, LLC, Florida limited liability company (ALP), with whom a Development Site Lease Agreement (Lease) is being negotiated by the Department of Airports for a +39.484 acre portion of Parcel RF-1, north of Wallis Road, between Military Trail and Haverhill Road, west of PBI. The inspections are being performed on behalf of ALP as part of ALP's due diligence under the Lease, and are paid for by ALP at no cost to the County.
Countywide (AH)

Background and Justification: Request For Proposals (RFP) No. PB 18-9 was issued August 15, 2018. One responsive proposal was received, from McCraney Property Company, Inc., a Florida corporation (McCraney). ALP was formed by McCraney as a subsidiary for the specific purpose of entering into the Lease. Delegation of authority for execution of the standard form Access Agreement was approved by the Board in R-2006-2716.

Attachments: Access Agreement (1)

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Recommended By: *RW Laura Beube* 2/7/19
Department Director Date

Approved By: *KBaker* 2/19/19
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
# 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 Sumin

III. REVIEW COMMENTS

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

ASD 2/15/19 OFMB 2/14 2/2/13
Contract Dev. and Control 2/19/19 TW

B. Legal Sufficiency:

Anne Delgent 2/21/19
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

From: Jackie Binns A.
To: [Steve Schlamp](#)
Subject: RE: Nutting Environmental Access Agmt
Date: Thursday, February 07, 2019 11:08:40 AM
Attachments: [image001.png](#)

Steve,

The insurance is approved.

Jackie

Jacqueline Binns, ARM-P
Property & Casualty Insurance and Claims Manager
Palm Beach County
Risk Management Division
100 Australian Av, Suite 200
West Palm Beach, FL 33406
jbinns@pbcgov.org
(561) 233-5422



From: Steve Schlamp <schlamp@pbia.org>
Sent: Thursday, February 07, 2019 10:30 AM
To: Risk-InsReq <Risk-InsReq@pbcgov.org>; Jackie Binns A. <JBinns@pbcgov.org>
Subject: Nutting Environmental Access Agmt

Hi Jackie – attached is an Access Agmt with Nutting Environmental. See item #4 at the bottom of page 1 for the insurance requirements. Also attached is Nutting's COI. It looks good to me but please review as we're sending this to the Board. Thank you.

Steve

Steven K. Schlamp
Assistant Airports Properties Manager
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
(561) 471-7456 Fax: (561) 471-7427
E-Mail: schlamp@pbia.org

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NUTTENG-01

DRODRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	
PRODUCER Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Suzanne Nelson PHONE (A/C, No, Ext): (561) 868-6291 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: Snelson@callic.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Charter Oak Fire Ins Co	25615
INSURER B : Travelers Indemnity Co. of America	25666
INSURER C : Travelers Property & Casualty Co. of America	25674
INSURER D : Travelers Casualty & Surety Company	
INSURER E : Allied World Surplus Lines Ins Co	
INSURER F : Allied World Assurance Company	19489

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: As required by contract			6609K024564	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8109K027007	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9K037904	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9K037904	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			03101378	05/12/2018	05/12/2019	Agg \$5 mm-Per Occurr 2,000,000
F	Pollution Liability			03101377	05/12/2018	05/12/2019	Agg \$5 mm-Per Occurr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For All Projects with Palm Beach County
Certificate holder is included as additional insured for ongoing and completed operations for General Liability per CGD414, and Auto Liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to General liability, Auto liability, and Workers' compensation for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. Cancellation applies as per policy terms, conditions and exclusions
Certificate Holder is expanded to read: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees, and agents. Professional Liability Retroactive Date: 5/12/2011

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Elizabeth L. Butler is the Secretary of Nutting Environmental of Florida, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 20th day of December, 2018, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Access Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is incorporated herein by reference; and be it

FURTHER RESOLVED, that Richard C. Wohlfarth, the vice president of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 20th day of December, 2018.



Richard C. Wohlfarth, Vice President

Seal


_____, Secretary
NUTTING ENVIRONMENTAL OF FLORIDA, INC.

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made and entered into as of January 2, 2019 (the "Effective Date"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and Nutting Environmental of Florida, Inc., a Florida corporation, and Nutting Engineers of Florida, Inc., a Florida corporation (collectively the "Licensee"), having its office and principal place of business at 1310 Neptune Drive, Boynton Beach, FL 33426.

WITNESSETH:

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

1. Term. The term of this Agreement shall commence on the Effective Date, and expire on April 30, 2019, unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

2. Right of Entry. During the Term, Licensee and its duly authorized agents and employees shall have the right to enter upon the following property: CONSISTING OF 63.43 ACRES, MORE OR LESS, IDENTIFIED AS "PARCEL RF-1" AS DEPICTED ON EXHIBIT "A" (the "Property") and for sole the purposes of surveying, soundings, drillings, appraisals, environmental assessments and examinations (the "Inspections") in order to evaluate the condition of the Property. All Inspections shall be performed by people or entities properly licensed in the respective areas or matters tested. Licensee shall perform or cause the Inspections to be performed in the least intrusive manner possible at its sole cost and expense and in a manner which minimizes the impact upon County's use of the Property. Licensee shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from Licensee's exercise of the rights granted hereby, and restore any improvements or landscaping now existing or constructed within the Property to the condition it was in prior to such damage, using materials of like kind and quality. Licensee shall deliver to County complete copies of all reports or similar items evidencing the results of the Inspections. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Inspections, and that Licensee may not utilize the Property for any other purpose whatsoever. Licensee shall promptly cause any lien imposed against the Property as a result of Licensee's exercise of the rights granted hereby to be discharged or transferred to bond. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement until satisfied.

3. Condition of Property. Licensee acknowledges and agrees that County shall have no liability whatsoever relating to the condition of the Property and Licensee hereby knowingly enters the Property in its "As Is" condition. Licensee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of Licensee, its agents, employees, licensees and invitees' entry onto the Property for any personal injury, loss of life and/or damage to property sustained by reason of or as a result of the use, occupancy and testing by Licensee, its agents, employees, licensees, invitees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim. In the event that County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4. Insurance. During the Term, Licensee shall maintain, and shall require its contractors and subcontractors to maintain, and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage; Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) each occurrence for all owned, non-owned and hired automobiles; and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises/Operations, Contractual Liability,

Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis. The General Liability policy shall name County as an Additional Insured. Certificate Holder and Additional Insured shall read: "*Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801 (pbc@instracking.com)*", or as otherwise approved or modified by County. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to entry upon the Property by Licensee and/or Licensee's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or non-renewal. In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee and/or its contractors and subcontractors under this Agreement.

5. Notices. All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, a nationally-recognized overnight mail delivery service or personal delivery to the following:

If to County:

Palm Beach County Department of Airports
ATTN: Director
846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:

Palm Beach County Attorney's Office
ATTN: Airport Attorney
301 North Olive Ave., Suite 601
West Palm Beach, FL 33401

If to Licensee:

Nutting Environmental of Florida, Inc.
& Nutting Engineers of Florida, Inc.
1310 Neptune Drive
Boynton Beach, FL 33426

With a copy to:

McCraney Property Company
2257 Vista Parkway, Suite 15
West Palm Beach, Florida 33411
Attention: Andrew M. Jacobson
Electronic Mail: ajacobson@mccraneyproperty.com
Fax: 561-478-7111

Either party may from time to time change the address or addresses to which notices under this Agreement shall be given to such party upon three (3) days prior written notice. The effective date of any notice shall be: (i) the date of delivery if such notice is delivered by personal delivery; (ii) three (3) business days after the date deposited in the United States mail if such notice is delivered by mail; or (iii) the next business day after the date deposited in overnight mail if such notice is delivered by a nationally-recognized overnight mail delivery service.

6. No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County. In the event Licensee records this Agreement, this Agreement shall automatically terminate and become null and void upon the date of recordation.

7. License. The parties acknowledge and agree that nothing in this Agreement shall be construed as granting Licensee any title, interest or estate in the Property. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a license to enter the Property for the purposes set forth herein, which is expressly revocable by County for any reason whatsoever upon written notice to Licensee.

8. Termination. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

9. Venue. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

10. Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

11. Construction/Severability. No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

12. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.

14. Non-Discrimination.

A. Non-Discrimination in County Contracts. Licensee warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

B. Federal Non-Discrimination Covenants. Licensee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the Property for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Property.
3. In the construction of any improvements on, over, or under the Property and the furnishing of services thereon, no person on the

ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

4. Licensee will use the Property in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- C. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this License and to enter, re-enter, and repossess the Property, and hold the same as if this License had never been made or issued. This License shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- D. For purposes of this Article, the term “Non-Discrimination Authorities” includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix “E” of Appendix “4” of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.
- E. Licensee shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Licensee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates Licensee for the longer of the following periods: (a) the period during which the property is used by County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which County or any transferee retains ownership or possession of the property.
- F. Licensee shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure Licensee remains in compliance with such requirements throughout the Term of this Lease.

15. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

16. Effective Date. This Agreement shall become effective upon execution by the parties hereto.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as of the first above written.

WITNESSES:

By: AK Kelly
Signature

Steven K. Schlump
Print Name

By: Ray Walter
Signature

Ray WALTER
Print Name

PALM BEACH COUNTY:

By: Laura Bube
County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Anne Adelyant
County Attorney

WITNESSES:

Signed in the presence of:

Konstante B. Mosley
(Signature of Witness)

KONSTANZE B. MOSLEY
(Print Name of Witness)

WPS
(Signature of Witness)

BLIANNE GUERTIN
(Print Name of Witness)

LICENSEE:

NUTTING ENVIRONMENTAL OF FLORIDA, INC.
& NUTTING ENGINEERS OF FLORIDA, INC.

By: Richard Wohlfarth
(Signature)

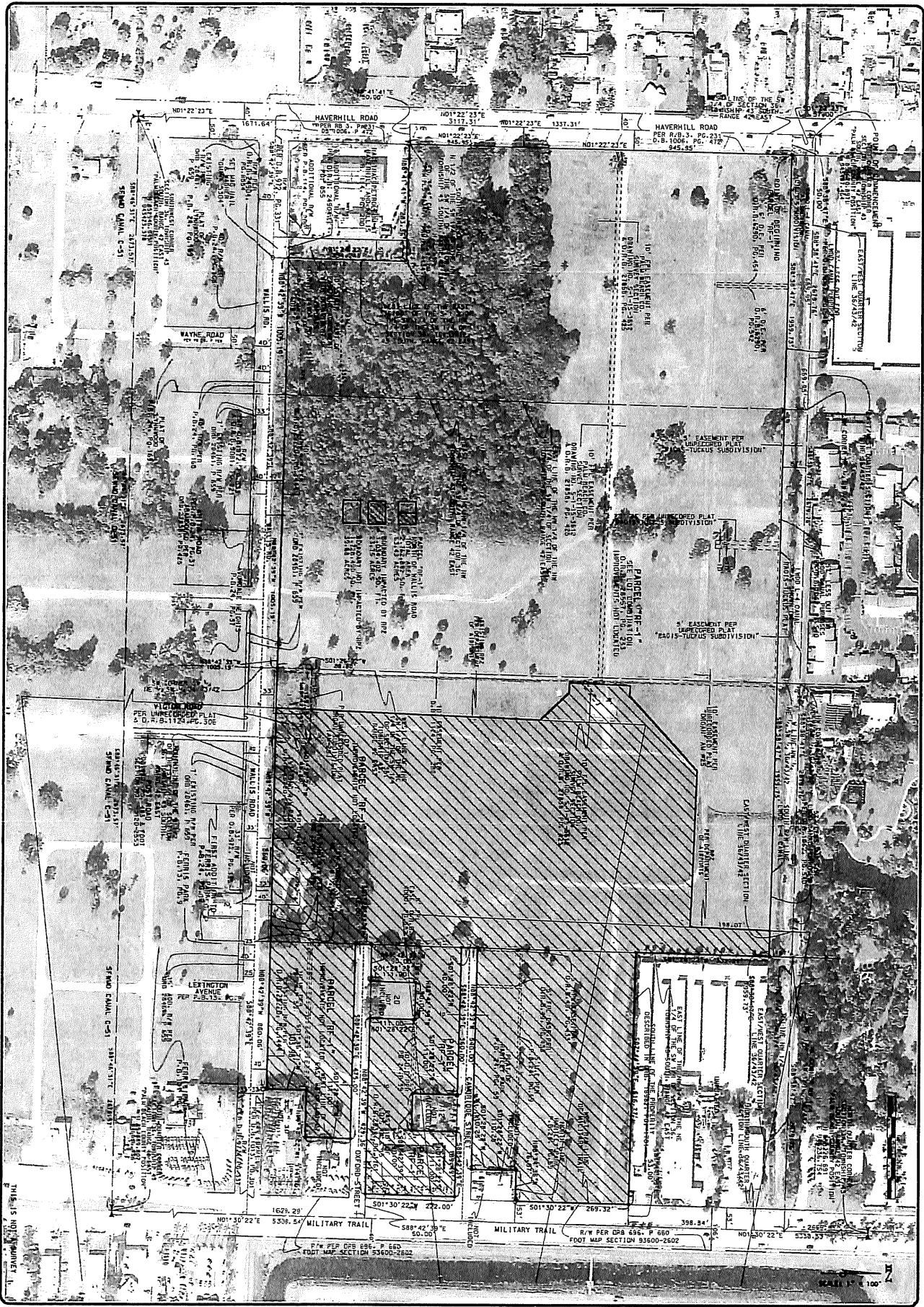
RICHARD WOHLFARTH
(Print Signatory's Name)

Its: VICE PRESIDENT


(seal)

EXHIBIT "A"

(the "Property")



PROJECT NO. 20000343	SHEET 1	PROJECT PBIA PROPERTIES PARCEL "RT-1" EXISTING RUNWAY PROTECTION ZONE	DESIGN FILE NAME S-3-15-3692		NO.	REVISION	BY	DATE	SCALE: 1" = 100'	APPROVED: G.W.M. DRAWN: S.T.A. CHECKED: S.T.A. DATE: 10/12/17	FIELD BOOK NO.



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411