

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	<b>February 4, 2020</b>	<b>Consent [X]</b>	<b>Regular [ ]</b>
		<b>Public Hearing [ ]</b>	
<b>Department:</b>	<b>Water Utilities Department</b>		

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a Non-Standard Potable Water and Wastewater Development Agreement (Agreement) with Airports Logistics Park, LLC (Tenant) for a period of five (5) years beginning on February 4, 2020 through February 3, 2025.

**Summary:** The Tenant leases an undeveloped area from Palm Beach County (County) (R2019-0300) located north of Wallis Road and west of the Palm Beach International Airport in West Palm Beach. The Tenant wants to construct potable water and wastewater facilities to develop, operate, and maintain industrial warehouses and distribution facilities. In order to provide potable water and wastewater concurrency reservations for new facilities, the Water Utilities Department (WUD) requires developers to enter into a formal development agreement. While the WUD Director has been delegated the authority to enter into Standard Development Agreements (SDA), the Board of County Commissioners (BCC) approval is being sought in this case as certain provisions in the standard agreement are unnecessary due to the County ownership of the property. The Tenant has paid a Mandatory Agreement Payment in the amount of \$13,739.04, which is equal to twelve (12) months of Guaranteed Revenue Fees. District 2 (MJ)

**Background and Justification:** The Uniform Policies and Procedures Manual contains a form that is utilized in most instances for SDAs, and can be executed at the Department level. However, BCC approval is being sought for this Agreement as the area is being leased from the County, which renders certain SDA provisions inapplicable.

**Attachments:**

1. Location Map
2. Two (2) Originals of the Non-Standard Potable Water and Wastewater Development Agreements.

Recommended By:	<u>Jim Stebo</u>	<u>12-30-19</u>
	Department Director	Date
Approved By:	<u>Phil J. Blum</u>	<u>1/6/20</u>
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$13,739)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>(\$13,739)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>

**Budget Account No.:** Fund 4000 Dept. 720 Unit 4200 Object 6992

Is Item Included in Current Budget? Yes X No     

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

Reporting Category N/A

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

A one-time Mandatory Agreement Payment paid by the Tenant.

**C. Department Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

Lisa R 12/20/19  
OFMB 8/12/20  
12/19

J. J. [Signature] 12/30/19  
Contract Development and Control

**B. Legal Sufficiency:**

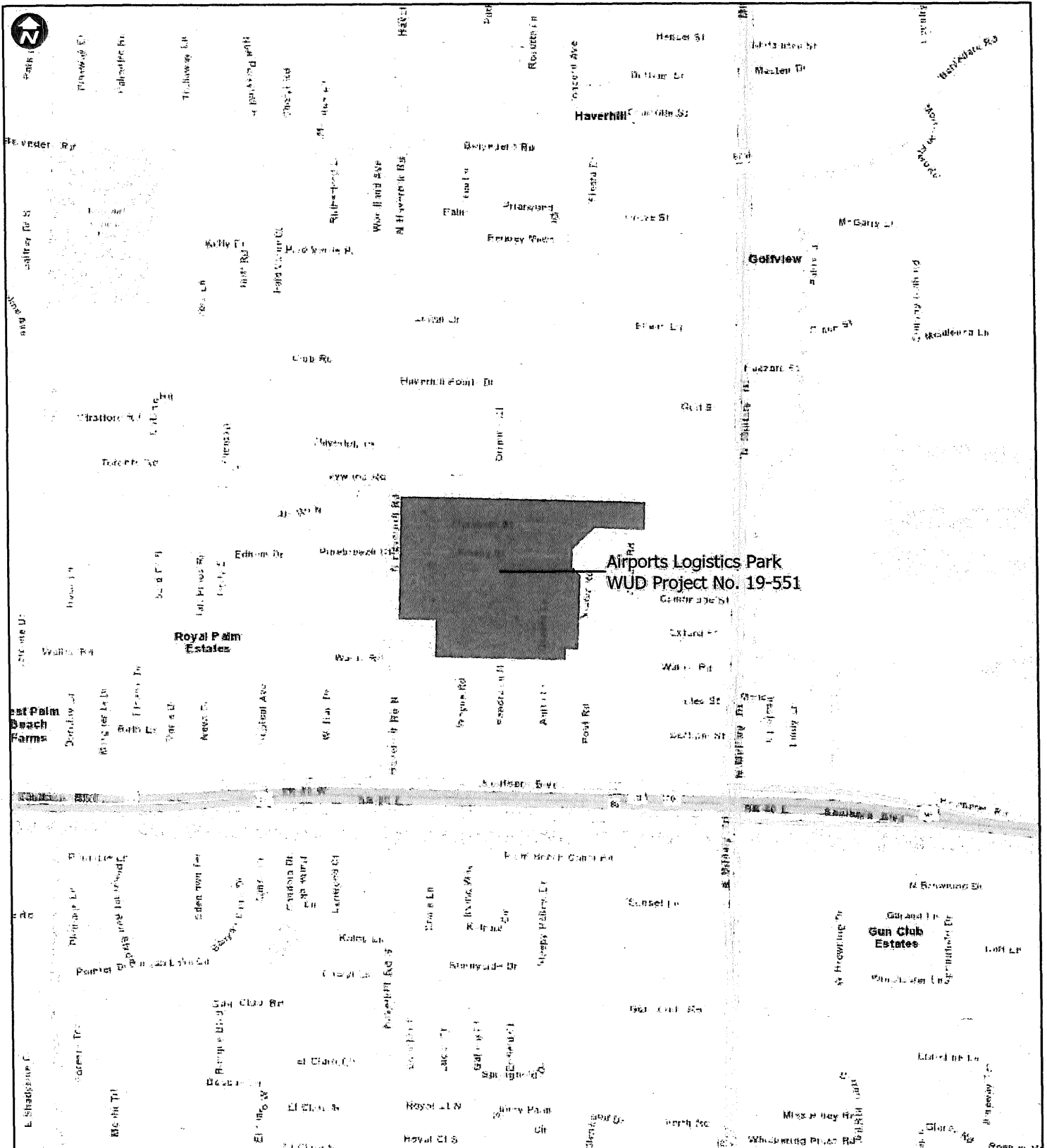
[Signature] 1/2/20  
Assistant County Attorney

**C. Other Department Review:**

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

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

# Attachment 1




**Palm Beach County  
Water Utilities  
Department**

8100 Forest Hill Blvd.  
West Palm Beach, FL 33416  
(561) 740-4600

**Project Location Map  
Airports Logistics Park  
WUD Project No. 19-551**

**Legend**

■ Project Location

\*Created by: Bill Kramer P.B.C.W.U.D. GIS Section • Date: 11/18/2019 • File: W:\GIS\Projects\Other\Sandra Smith\19-551 Location Map.mxd

CHARGE #1023 RETURN VIA WILL CALL #215  
ATTN: KENNY RAMBERSAD CONTRACT MANAGEMENT  
PBC WATER UTILITIES DEPT,  
8100 FOREST HILL BLVD, WPB, FL 33413

SDA # 01-01263-000

**NON-STANDARD POTABLE WATER AND WASTEWATER  
DEVELOPMENT AGREEMENT (N SDA)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, by and through its Water Utilities Department, hereinafter referred to as "Utility", and **AIRPORTS LOGISTICS PARK, LLC**, hereinafter referred to as "Tenant."

**WITNESSETH**

**WHEREAS**, pursuant to that certain Development Site Lease Agreement between Tenant and Palm Beach County ("County"), dated March 12, 2019 (County Resolution R2019-0300) (the "Lease"), Tenant leases certain property from County, which is more fully described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), for the purpose of constructing, operating, and maintaining industrial warehouse and distribution facilities, and associated improvements (the "Project"); and

**WHEREAS**, In connection with the Project, Tenant desires to construct potable water and wastewater facilities; and

**WHEREAS**, upon the conditions set forth herein, Utility desires to accept ownership of the completed facilities for operation and maintenance purposes; and

**WHEREAS**, Tenant understands that this contract for service in no way entitles Tenant to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Palm Beach County Board of County Commissioners; and

**WHEREAS**, in the interest of public health and to encourage the use of central water and wastewater facilities, Utility desires to enter into this Agreement.

**NOW THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Tenant and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
  - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the property;
  - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
  - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
  - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;
  - (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
  - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying

costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;

- (h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
- (i) "Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
- (j) "Franchise Fee" – A percentage surcharge applied to all of the Utility's fees for Customers within portions of the Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.

3. Tenant hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats, as may exist on the Property. Utility covenants that it will use due diligence in ascertaining all easement locations on the Property; however, should Utility install any of its facilities on the Property outside of a dedicated easement area, Tenant covenants and agrees that Utility will not be required to move or relocate any facilities lying outside of a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Tenant hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Tenant shall secure for Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Tenant shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Tenant shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its Facilities located under, over or upon an easement, Tenant shall immediately remove the encroachment from the easement upon the request of Utility at Tenant's sole cost and expense. If Tenant fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Tenant shall pay all costs related to removing the encroachment from the easement incurred by Utility.
4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Tenant, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Tenant to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of Utility.
5. Tenant is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Tenant agrees to pay in accordance with the UPAP:
  - (a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and
  - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Tenant that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Tenant and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

<b>Potable Water:</b>	<b>\$246.36</b>	<b>per ERC</b>	<b>x</b>	<b>23.20</b>	<b>ERCs =</b>	<b>\$5,715.55</b>
<b>Wastewater:</b>	<b>\$345.84</b>	<b>per ERC</b>	<b>x</b>	<b>23.20</b>	<b>ERCs =</b>	<b>\$8,023.49</b>
					<b>Franchise Fee</b>	<b>\$0.00</b>
				<b>TOTAL</b>		<b>\$13,739.04</b>

Upon receipt of the MAP, Utility agrees to reserve **23.20** ERCs of Potable Water and **23.20** ERC's Wastewater system capacity for Tenant until **(February 3, 2025)**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Tenant acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Tenant acknowledges that it is the sole responsibility of Tenant to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Tenant or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Tenant acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 7, 8, 9, 10, 12, and 13 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Tenant and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Tenant for said downward adjustment.

6. Tenant hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution, and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Tenant shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Tenant's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Tenant shall cause to be constructed, at Tenant's expense, the potable water distribution, and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Tenant shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Tenant, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be

the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Tenant of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Tenant hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Tenant's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Tenant shall convey to Utility by Bill of Sale in a form supplied by Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Tenant and approved by Utility, along with the required Cost Documentation and No Lien Affidavit.

Utility's acceptance of the potable water distribution and wastewater collection system installed by Tenant shall be in accordance with the provisions as set forth in the UPAP. All installations by Tenant or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Tenant hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Tenant of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Tenant shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Tenant agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
8. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Tenant or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Tenant, upon any other entity holding by, through or under Tenant, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
9. Tenant or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Tenant or other than Utility.
10. Tenant acknowledges and agrees that the transfer or assignment of this Agreement upon assignment of the Lease or the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Tenant shall only be performed

in accordance with the provisions of UPAP. Tenant further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Tenant. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the assignment of the Lease, or the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.

11. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Tenant shall be mailed or delivered to Tenant at:

Tenant:

Airport Logistics Park  
2257 Vista Parkway, Suite 15  
West Palm Beach, Florida, 33411  
Attention: Steven E. McCraney  
Electronic Mail: [smccraney@mccraneyproperty.com](mailto:smccraney@mccraneyproperty.com)  
Fax: 561-478-7111

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](mailto:ajacobson@mccraneyproperty.com)  
Fax: 561-478-7111

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

12. The rights, privileges, obligations, and covenants of Tenant and Utility shall survive the completion of the work of Tenant with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.
13. Unless Tenant is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Tenant and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Tenant and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
14. Additional Conditions: None
15. 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 Palm Beach County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant(s), 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.

16. 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 third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Tenant.



IN WITNESS WHEREOF, Tenant and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK, CLERK AND COMPROLLER

By: \_\_\_\_\_ DEPUTY CLERK

By: \_\_\_\_\_ Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_ ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: Jim Stile DIRECTOR OF WATER UTILITIES

WITNESSES:

Andrew M. Jacobson  
Signature  
Andrew M. Jacobson  
Typed or Printed Name

Chris Eswine  
Signature  
Chris Eswine  
Typed or Printed Name

TENANT: Airport & Logistics Park, LLC  
By: Steven F. McCroney  
Signature  
Steven F. McCroney  
Typed or Printed Name  
Manager  
Title

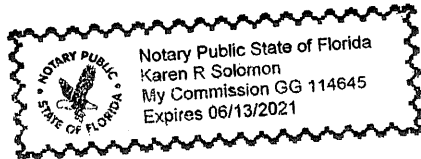
{ Corporate Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of October, 2019 by Steven F. McCroney. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 6/13/2021



Karen R. Solomon  
Signature of Notary  
Karen R. Solomon  
Typed, Printed, or Stamped Name of Notary

Notary Public Serial Number GG 114645

EXHIBIT A  
LEGAL DESCRIPTION OF OVERALL LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF PARCEL RF-1 AS RECORDED IN THE AFFIDAVIT OF LOT COMBINATION AS RECORDED IN OFFICIAL RECORDED BOOK 28557, PAGE 233 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 01°22'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, SAID WEST LINE ALSO BEING THE CENTERLINE OF HAVERHILL ROAD, A DISTANCE OF 57.00 FEET; THENCE SOUTH 88°38'47" EAST, 50.00 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS RECORDED IN DEED BOOK 1006, PAGE 472 OF SAID PUBLIC RECORDS AND THE SOUTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-4 CANAL AS SHOWN ON THE PLAT OF LILLY'S SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 46 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 88°38'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, SAID LINE BEING 57.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1896.16 FEET TO A POINT ON THE WESTERN BOUNDARY OF THE PALM BEACH INTERNATIONAL AIRPORT "RPZ ZONE"; THENCE ALONG SAID "RPZ ZONE" THE FOLLOWING EIGHT (8) COURSES; THENCE SOUTH 02°20'14" WEST, 198.07 FEET; THENCE NORTH 87°39'14" WEST, 382.51 FEET; THENCE SOUTH 47°20'46" WEST, 247.49 FEET; THENCE NORTH 87°39'14" WEST, 26.21 FEET; THENCE SOUTH 02°20'46" WEST, 150.00 FEET; THENCE SOUTH 87°39'14" EAST, 25.00 FEET; THENCE SOUTH 43°02'46" EAST, 96.59 FEET; THENCE SOUTH 02°20'46" WEST, 567.67 FEET TO A POINT ON THE NORTH LINE OF LOT 1 OF THE UNRECORDED PLAT OF ORGAN (AM-25) OF SAID PUBLIC RECORDS; THENCE NORTH 88°42'39" WEST ALONG SAID LINE, 98.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°26'22" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 88.80 FEET TO THE NORTH RIGHT OF WAY LINE OF WALLIS ROAD AS RECORDED IN OFFICIAL RECORD BOOK 25220, PAGE 1444 OF SAID PUBLIC RECORDS; THENCE NORTH 88°42'39" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 1005.19 FEET TO THE WEST LINE OF THE EAST 336.00 FEET OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 36; THENCE NORTH 01°24'22" EAST ALONG SAID LINE, 294.24 FEET TO THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36; THENCE NORTH 88°41'41" WEST ALONG SAID SOUTH LINE, 283.36 FEET TOT THE EAST RIGHT OF WAY LINE OF HAVERHILL ROAD AS RECORDED IN DEED BOOK 1006, PAGE 472 OF SAID PUBLIC RECORDS; THENCE NORTH 01°22'23" EAST ALONG SAID EAST RIGHT OF WAY LINE, 945.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,719,912 SQUARE FEET OR 39.572 ACRES MORE OR LESS.

**LIMITED LIABILITY COMPANY RESOLUTION**  
**(SDA - INITIAL)**

I **HEREBY CERTIFY** that at a meeting of the Members of Airport Logistics Park, LLC a limited liability company existing under the laws of the State of Florida, held on October, 2019, the following resolution was duly passed and adopted and is still in full force and effect:

"**RESOLVED**, that Steven E. McVane, as Manager of MPC Airport Logistics Park, LLC of the Limited Liability Company, be and is hereby authorized, empowered and directed to execute the Standard Development Agreement(s) and all necessary related document(s), easement(s), assignment(s), transfer(s), amendment(s), or indemnity agreement(s) thereto pertaining to potable water, wastewater and/or reclaimed water between this Limited Liability Company and the **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.**"

I further certify that said resolution is in conformity with the Limited Liability Company Agreement and there are no provisions in said Limited Liability Company Agreement which limit the power of the Members to enact the foregoing resolution or grant the authority expressed therein.

I further certify that this Limited Liability Company is in good standing with all license fees and income and franchise taxes paid, and no proceeding for the dissolution of this Limited Liability Company is in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of October, 2019

By: [Signature]  
Signature

Manager  
Title

Steven E. McVane  
Typed or Printed Name

**NOTARY CERTIFICATE**

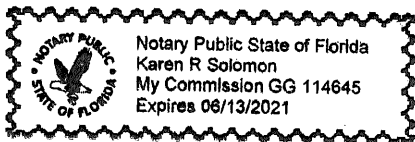
SWORN TO AND SUBSCRIBED before me this 28 day of October, 2019 by Steven E. McVane, who is personally known to me **OR** who produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary

[Signature]  
Typed, Printed, or Stamped Name of Notary

My Commission Expires: 06/13/2021

GG 114645  
Notary Public Serial Number



**CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER**

PNC BANK, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States of America and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from Airport Logistics Park, LLC, a Florida limited liability company, dated October 23, 2019, filed and recorded in Official Record Book 30979, Page 1929, in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and Airport Logistics Park, LLC, a Florida limited liability company (the "Agreement"), for the provision of potable water, wastewater, and/or reclaimed water service to the property described in **Exhibit "A"** to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

PNC BANK, NATIONAL ASSOCIATION, as mortgagee aforesaid, consents to the recording of the Agreement by Airport Logistics Park, LLC or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 29 day of October, 2019.

**WITNESSES:**

Maria Auger  
Signature  
MARIA Auger  
Typed or Printed Name  
Velvet Hosein  
Signature  
Velvet Hosein  
Typed or Printed Name

**PNC BANK, NATIONAL ASSOCIATION**, a national banking association

By: Jeremy Anderson  
Sr. Vice President

**NOTARY CERTIFICATE**

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29 day of October, 2019, by Jeremy Anderson. He/she is personally known to me or has produced - as identification.

My Commission Expires: September 24, 2021  
GG109513  
Serial Number

Velvet Hosein  
Signature of Notary  
Velvet Hosein  
Typed, Printed, or Stamped Name

