

## AGENDA ITEM SUMMARY

☒ Consent      ☐ Regular  
☐ Workshop      ☐ Public Hearing

**Submitted By: Department of Airports**

**Motion and Title: Staff recommends motion to receive and file:** First Amendment to Memorandum of Lease (Amended Memorandum) updating terms to a Memorandum of Lease for the Development Site Lease Agreement with Airport Logistics Park, LLC (ALP) (R2019-0300, as amended) (Lease), on County-owned land west of the Palm Beach International Airport (PBI).

**Summary:** ALP is constructing a new warehouse development on County-owned property north of Wallis Road, east of Haverhill Road, west of PBI, pursuant to the Lease. A Memorandum of Lease was recorded in Official Records Book (ORB) 30954, Page 1532, of the Palm Beach County public records (Agenda Item 3F4, December 3, 2019). The Amended Memorandum updates the Memorandum of Lease to reflect changes to the Lease pursuant to the First Amendment to Development Site Lease Agreement (R2020-0017). Agenda item 3F-10, dated March 17, 2019, authorized the Director of the Department of Airports to execute a Memorandum of Lease on behalf of the County. The Amended Memorandum is consistent with the form attached to the Lease. **Countywide (HJF)**

**Background and Justification:** ALP's facility is under construction. The Lease enables ALP to secure a leasehold mortgage, and ALP's lender, PNC Bank, requires a Memorandum of Lease, which details certain facts pertaining to the Lease related to the lender's interest, to be recorded. The Amended Memorandum is recorded in the public records at ORB 31357, Page 970. Upon the scheduled expiration or earlier termination of the Lease, ALP shall promptly execute and deliver to County a termination of the Memorandum of Lease, as amended.

1. Memorandum (recorded at ORB 31357, Page 970) (1)

**Recommended By:**

**Department Director**

4-16-20

Date \_\_\_\_\_

**Approved By:**

County Administrator

4/29/20  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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 Department Unit RSource  
Reporting Category

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

No fiscal impact.

C. Departmental Fiscal Review: William Dunsen

III. REVIEW COMMENTS

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

[Signature] 4/20/2020  
OFMB

[Signature] 4/20/2020  
Contract Dev. and Control  
4-20-2020 TW

B. Legal Sufficiency:

[Signature] 4/28/20  
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

This Instrument Prepared by  
and Should be Returned To:

Ray Walter, Deputy Director  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406

### **FIRST AMENDMENT TO MEMORANDUM OF LEASE**

Palm Beach County, a political subdivision of the State of Florida (the "County" or "landlord") and Airport Logistics Park, LLC, a Florida limited liability company (the "Tenant") entered into that certain Development Site Lease Agreement (the "Lease") dated March 17, 2019 (R-2019-0300).

The Lease was amended pursuant to that certain First Amendment to Development Site Lease Agreement ("First Amendment to Lease") made as of January 7, 2020 (R-2020-0017).

County and Tenant entered that certain Memorandum of Lease dated October 11, 2019 and recorded October 15, 2019 in Official Record Book 30954, Pages 1532-1541 of the public records of Palm Beach County (the "Memorandum of Lease"). County and Tenant desire to amend the Memorandum of Lease to reflect certain terms and conditions of the Lease as modified by the First Amendment to Lease. The defined terms as stated in this First Amendment to Memorandum of Lease shall have the same meanings as those stated in the Memorandum of Lease.

The First Amendment to Lease amended the Premises to be the real property located at 350 N Haverhill Road, West Palm Beach, Florida, 33415, owned by County, containing approximately 1,780,330 square feet of unimproved real property, consisting of both the Phase One Property and the Phase Two Property, as more particularly described on Exhibit "A", subject to easements, rights-of-way and any other encumbrances of record.

The First Amendment to Lease modified the Phase One Property to include an area consisting of approximately 56,146 square feet, defined as the "Designated Tree Area", for which no rent shall be charged during the term of the Lease. The net area of the Phase One Property on which rent shall be paid is approximately 788,611 square feet. Use of the Designated Tree Area shall be limited to the management of native trees and vegetation and for the placement of trees and vegetation relocated from other areas of the Property, in accordance with development approvals issued to Tenant by Palm Beach County's Department of Planning, Zoning & Building. Tenant shall not construct, or allow any improvements to be constructed, on the Designated Tree Area. Tenant shall manage the Designated Tree Area in accordance with the provisions of the Lease, including, but not limited to, Section 7.04 and Section 22.08. Notwithstanding any provision of the Lease to the contrary, use of any portion of the Designated Tree Area shall be strictly limited to uses approved by the FAA.

The First Amendment to Lease increased the size of the Phase Two Property, adding a parcel containing approximately 56,577 square feet located within the Runway Protection Zone ("RPZ"), and identified as the "Dry Detention Parcel". The area of the Phase Two Property on which rent shall be paid is approximately 935,573 square feet, including the Dry Detention Parcel. Use of the Dry Detention Parcel shall be solely limited to stormwater drainage (dry detention) and those specific landscaping purposes associated with Tenant's development as may be approved in writing by the Department, and for no other purposes whatsoever, unless otherwise approved by County by formal amendment to the Lease, which approval may be granted or withheld in the County's sole and absolute discretion. Notwithstanding any provision of the Lease to the contrary, use of any portion of the Property within the RPZ, including, but not limited to, the Dry Detention Parcel, shall be strictly limited to uses approved by the FAA.

The Memorandum of Lease remains in full force and effect in all other respects other than as modified by the provisions mentioned above.

This First Amendment to Memorandum of Lease is executed and delivered by County and Tenant solely for the purpose of recording, in the public records of Palm Beach County, Florida, notice of the existence of the First Amendment to Lease, and, consequently, nothing contained in the Memorandum of Lease or this First Amendment to Memorandum of Lease shall be construed to change or alter the terms, conditions, or provisions of the First Amendment to Lease or the Lease and reference shall be made to the First Amendment to Lease and the Lease itself for its terms, conditions, and provisions and the intent of County and Tenant regarding the leasing of the Premises demised by the Lease. In the event of any inconsistency between the terms of the Memorandum of Lease or this First Amendment to Memorandum of Lease and the terms of the First Amendment to Lease or the Lease, the terms of the First Amendment to Lease and the Lease shall control.

On the expiration or sooner termination of the Lease Term, County and Tenant shall execute and record a notice of termination stating that the Lease is of no further force or effect and that Tenant no longer has any right, title, or interest in the Property.

This First Amendment to Memorandum of Lease may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one and the same document. Signature pages may be taken from a counterpart and attached to other counterparts to form one document, which shall constitute a fully executed document that may be recorded.

IN WITNESS WHEREOF, County and Tenant have caused this Memorandum of Lease to be duly executed as of the 31<sup>st</sup> day of MARCH 2020.

[SIGNATURES FOLLOW ON NEXT PAGE]

Ram Walter  
Signature of Witness 1 for County  
RAM WALTER  
Print or type name of Witness 1 for County  
Rebecca Reed  
Signature of Witness 2 for County  
REBECCA REED  
Print or type name of Witness 2 for County

COUNTY:  
**PALM BEACH COUNTY,**  
a political subdivision of the State of Florida

By: Laura M Beebe  
Name: Laura M. Beebe  
Title: Director, Department of Airports

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

/s/ Howard Falcon  
County Attorney

Approved by Board of County  
Commissioners:  
(R-2019-0300) (March 17, 2019)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ online notarization, this 31 day of March, 2020, by Laura Beebe, Director, Palm Beach County Department of Airports, on behalf of the County, who is personally known to me -OR- produced \_\_\_\_\_ as identification and who did take an oath.

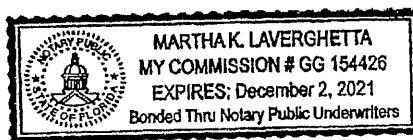
Martha K. Laverghetta  
Notary Signature

Martha K. Laverghetta  
Print Notary Name

NOTARY PUBLIC  
State of Florida at large

My Commission Expires:

12/2/2021



[Signature]  
Signature of Witness 1 for Tenant  
Andrew M. Jackson  
Print or type name of Witness 1 for Tenant  
[Signature]  
Signature of Witness 2 for Tenant  
Michael Lanford  
Print or type name of Witness 2 for Tenant

TENANT:  
Airport Logistics Park, LLC, a Florida  
limited liability company  
By: MPC Airport Logistics Park, LLC, Its  
Manager  
By: [Signature]  
Steven E. McCraney, Manager

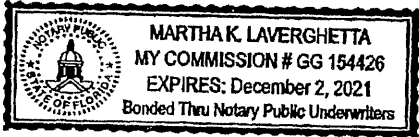
(SEAL)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence ☐ online notarization, this 30 day of March, 2020, by Steven E. McCraney, Manager of MPC Airport Logistics Park, LLC, Manager of Airport Logistics Park, LLC, A Florida limited liability company ("ALP"), on behalf of ALP, who is personally known to me -OR- produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
Notary Signature  
Martha K. Laverghetta  
Print Notary Name

NOTARY PUBLIC  
State of Florida at large  
My Commission Expires:



**EXHIBIT "A"**  
(the "Premises")

A PARCEL OF LAND BEING A PORTION OF PARCEL RF-1 AS RECORDED IN THE AFFIDAVIT OF LOT COMBINATION AS RECORDED IN OFFICIAL RECORDS 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" AS SHOWN ON THE AIRPORT LAYOUT PLAN CONDITIONALLY-APPROVED BY THE FEDERAL AVIATION ADMINISTRATION ON JANUARY 30, 2019; THENCE ALONG SAID "RPZ ZONE" SOUTH 02°20'14" WEST, A DISTANCE OF 198.07 FEET; THENCE NORTH 87°39'14" WEST, A DISTANCE OF 382.51 FEET; THENCE SOUTH 47°20'46" WEST, A DISTANCE OF 247.49 FEET; THENCE SOUTH 02°48'25" WEST, A DISTANCE OF 150.01 FEET; THENCE SOUTH 43°02'46" EAST, A DISTANCE OF 96.59 FEET; THENCE SOUTH 02°20'46" WEST, A DISTANCE OF 224.48 FEET; THENCE SOUTH 87°45'09" EAST, A DISTANCE OF 261.10 FEET; THENCE SOUTH 25°40'05" WEST, A DISTANCE OF 307.09 FEET; THENCE NORTH 88°31'38" WEST, A DISTANCE OF 139.54 FEET; THENCE SOUTH 02°20'46" WEST, A DISTANCE OF 59.53 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 TO 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 1,780,330 SQUARE FEET OR 40.871 ACRES MORE OR LESS