



**II. FISCAL IMPACT ANALYSIS**

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

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

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X JA

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

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

No fiscal impact.

*[Handwritten Signature]*

**C. Departmental Fiscal Review:**

*[Handwritten Signature]*

**III. REVIEW COMMENTS**

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

*[Handwritten Signature]* 5/20/2020  
 OFMB KW 5/20

*[Handwritten Signature]* 5/21/2020  
 Contract Dev. and Control  
 5/21/20 TW

**B. Legal Sufficiency:**

*[Handwritten Signature]* 5.21.2020  
 Assistant County Attorney

**C. Other Department Review:**

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

REVISED 11/17

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

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF NEW YORK


COUNTY OF SUFFOLK

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

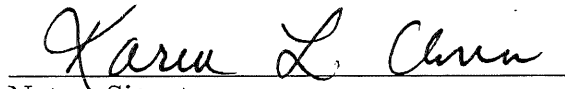
1. The undersigned is the Manager of PBI Post Distr. LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Company”).
2. The Certificate of formation of the Company has been filed in Delaware, and such Certificate is incorporated herein by reference. The Company has registered with the Florida Department of State to transact business in Florida.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company and is authorized to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the “Agreement”), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company’s member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

  
Gary P. Krupnick, Individually and as  
Manager

SWORN TO AND SUBSCRIBED before me on this 1<sup>st</sup> day of MAY,  
2020, by Gary P. Krupnick, Manager of PBI Post Distr. LLC on behalf of the Company  
who is personally known to me OR who produced \_\_\_\_\_  
as identification and who did take an oath.

  
Notary Signature

KAREN L. CHRIN  
Print Notary Name

NOTARY PUBLIC  
State of New York at large

My Commission Expires:

January 11, 2022

KAREN L. CHRIN  
Notary Public, State of New York  
No. 01CH6215932  
Qualified in Suffolk County  
Commission Expires January 11, 2022

🔍 Search

👤 Insured

Insured Name

PBI Post Distr. LLC (DX00000659)



PBI Post Distr. LLC (DX00000659)

Active Records Only

Advance Search

Insured Tasks Admin Tools

View

👤 Insured

📄 Notes

🔄 History

☰ Deficiencies

📶 Coverages

★ Requirements

📏 Contract Screen

Add

Edit

Help

Video Tutorials

Name: PBI Post Distr. LLC 👤

Account Number: DX00000659

Address:

Status: Compliant with Waived Deficiencies.

Insured

Business Unit(s)

DBA Number

Print Insured Info

Account Information

Account Number: DX00000659

Risk Type: Standard - General Services

Do Not Call: Address Updated:

Address Information

Mailing Address

Physical Address

Insured: PBI Post Distr. LLC

Address 1:

Address 2:

City:

State:

Zip:

Country:

Country:		
<b>Contract Information</b>		
Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Development Site Lease Agmt	Safety Form II:
<b>Contact Information</b>		
Contact Name:	Karen Chrin	Misc:
Phone Number:	6314351818	Alt Phone Number:
Fax Number:		
E-Mail Address:	karenc@west-rac.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by c28 on 05/06/2020.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this 1<sup>ST</sup> day of MAY, 2020, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and PBI Post Distr. LLC, a Delaware limited liability company (PBI POST), whose principal place of business is located at 687 Old Willets Path, Suite C, Hauppauge, NY 11788 ("Licensee").

### WITNESSETH:

**WHEREAS**, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

**WHEREAS**, Licensee is the Tenant under that certain Development Site Lease Agreement dated December 19, 2017 (R2017-1892, as amended) (the "Lease"), providing for the construction of a warehouse/storage facility on that certain real property as more particularly described on the attached Exhibit "B" (the "Leased Property"); and

**WHEREAS**, County is the owner of that certain real property as more particularly depicted on the attached Exhibit "A", abutting and adjacent to the Leased Property; and

**WHEREAS**, County is willing to grant Licensee a revocable license to use the Licensed Property for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Licensed Property (as hereinafter defined) upon the following terms and conditions:

### **ARTICLE 1 BASIC PROVISIONS**

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Licensed Property. The Licensed Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Licensed Property").

### **ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence as of April 15, 2020 (the "Commencement Date") and expire on December 15, 2020, (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond April 15, 2021; and

further provided, either party may elect to not renew this Agreement upon providing no less than five (5) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

### **ARTICLE 3 LICENSE FEE**

3.01 License Fee. Consideration for this Agreement shall be the Licensee's construction of a warehouse/storage facility on the Leased Property. No payment shall be due to County for the use and occupancy of the Licensed Property.

### **ARTICLE 4 CONDUCT OF BUSINESS AND USE OF LICENSED PROPERTY BY LICENSEE**

4.01 Use of the Licensed Property. Licensee shall use the Licensed Property solely and exclusively for construction staging and the temporary storage of materials and equipment in connection with Licensee's construction of a warehouse/storage facility on the Leased Property. Licensee shall be permitted to temporarily plant trees on the Licensed Property, which were relocated from and will be relocated to, the Leased Property. Licensee shall not use, permit or suffer the use of the Licensed Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Licensed Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of the Licensed Property. Licensee accepts the Licensed Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Licensed Property including, but not limited to, any warranties or representations relating to the physical condition of the Licensed Property or any improvements located therein, or the suitability of the Licensed Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Licensed Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Licensed Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state and federal laws pertaining to Licensee or its use of the Licensed Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Licensed Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Licensed Property with or without Licensee's consent or knowledge comply with all applicable laws on the Licensed



Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee shall comply with all applicable requirements of the Nondiscrimination Requirements set forth in Exhibit "C".

4.07 Surrender of the Licensed Property. Upon expiration or earlier termination of Licensee's license to use the Licensed Property, Licensee, at its sole cost and expense, shall surrender the Licensed Property to the County in at least the same condition as the Licensed Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Licensed Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Licensed Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Licensed Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

## **ARTICLE 5 REPAIRS AND MAINTENANCE OF LICENSED PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Licensed Property. All portions of the Licensed Property and all improvements erected on the Licensed Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Licensed Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Licensed Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Licensed Property, County may complete the necessary repairs or maintenance of the Licensed Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Licensed Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Licensed Property, and for the prevention of unauthorized access to the Licensed Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Licensed Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

**ARTICLE 6  
INSURANCE**

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in the Lease, which insurance coverages are incorporated herein by reference. The requirements contained therein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

**ARTICLE 7  
INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Licensed Property; (ii) the occupancy or use by Licensee of the Licensed Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is 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 recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

**ARTICLE 8  
ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Licensed Property.

**ARTICLE 9  
REVOCAION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Licensed Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Licensed Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Licensed Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal

authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:  
Palm Beach County Department of Airports  
Attn: Airport Director  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Fax: (561) 471-7427
  
- (b) If to the Licensee at:  
PBI Post Distr. LLC  
687 Old Willets Path, Suite C  
Hauppauge, NY 11788  
Fax: (631) 273-7673

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

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

10.10 Severability. In the event that any section, paragraph, sentence, clause or provision of this Agreement 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.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Office of the 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 the 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.

10.13 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.

10.14 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

10.15 Effective Date. This Agreement shall become effective when executed by the parties hereto.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

**WITNESSES:**

*Roy Walter*  
Signature  
ROY WALTER  
Typed or Printed Name

*Steven K. Schlamm*  
Signature  
Steven K. Schlamm  
Typed or Printed Name

**PALM BEACH COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

By: *Paula Becke*  
Director of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *Anne Delgant*  
County Attorney

**WITNESSES:**

*Donna M. Cupaiolo*  
Signature  
DONNA M. CUPAILO  
Typed or Printed Name

*Karen L. Chrin*  
Signature  
KAREN L. CHRIN  
Typed or Printed Name

**LICENSEE:  
PBI POST DISTR. LLC**

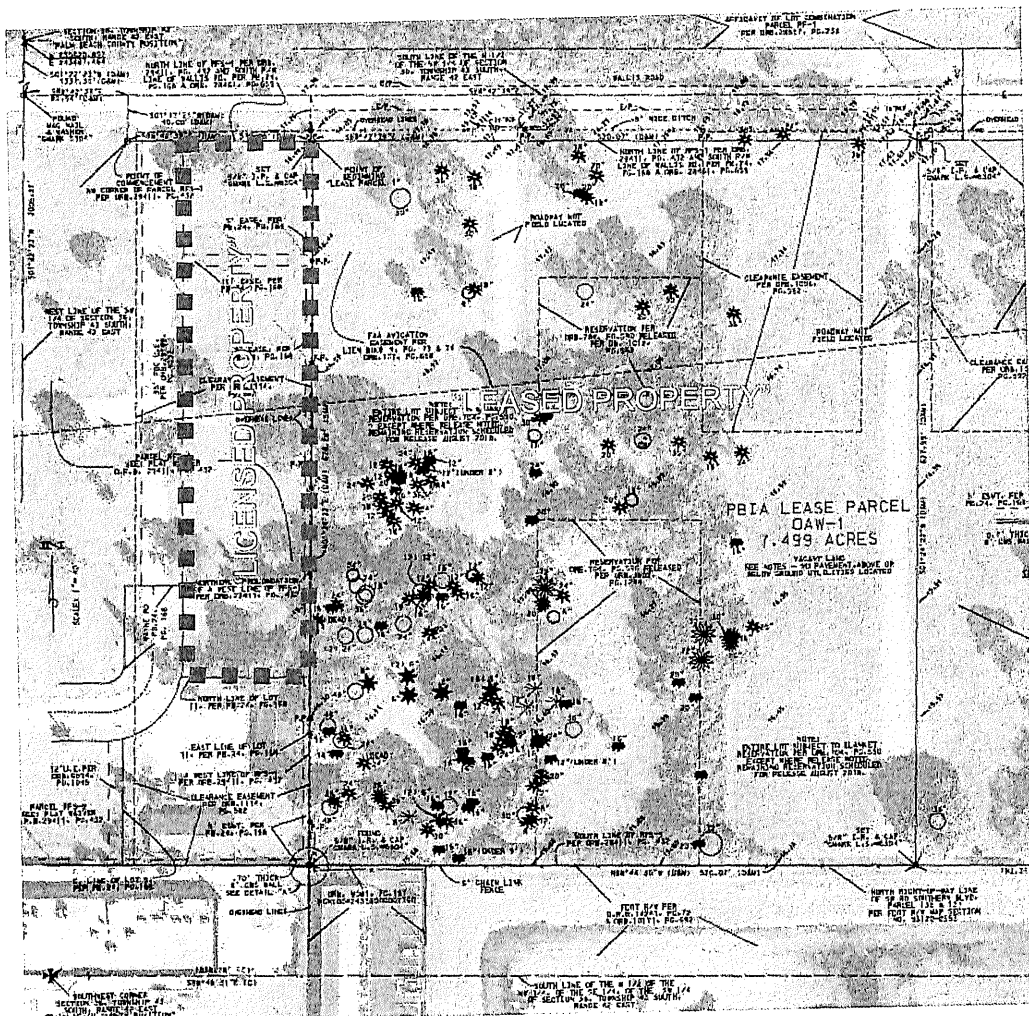
By: *Gary P. Krupnick*  
Signature  
GARY P. KRUPNICK  
Typed or Printed Name

Title: MANAGING MEMBER

(Seal)

EXHIBIT "A"  
THE LICENSED PROPERTY

A PARCEL OF LAND LYING IMMEDIATELY WEST OF AND ABUTTING  
THE LEASED PROPERTY



**EXHIBIT "B"**  
**THE LEASED PROPERTY**



# COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS  
PROJECT NO. 2018013-01

## PBIA LEASE PARCEL OAW-1 BOUNDARY SURVEY

HAL R. VALECHE  
DISTRICT 1

PAULETTE BURDICK  
DISTRICT 2

STEVEN L. ABRAMS  
DISTRICT 4

MELISSA MCKINLAY  
DISTRICT 6

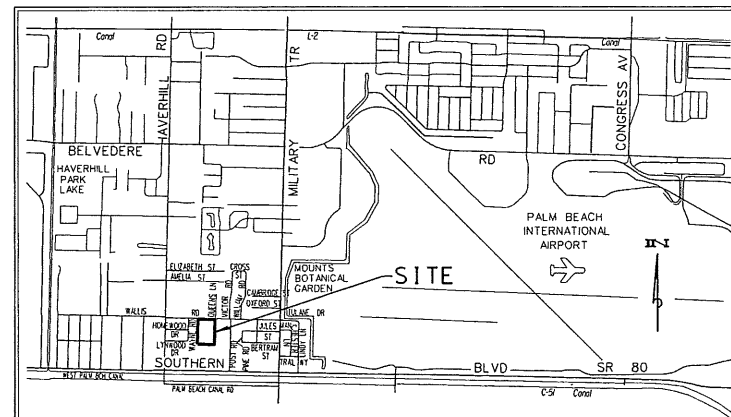


DAVE KERNER  
DISTRICT 3

MARY LOU BERGER  
DISTRICT 5

MACK BERNARD  
DISTRICT 7

SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LOCATION MAP  
N.T.S.

### LEASE DESCRIPTION

A PARCEL OF LAND LYING WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY BEING A PORTION OF PARCEL RFS-1 AS SHOWN ON THE AFFIDAVIT OF PLAT WAIVER RECORDED IN OFFICIAL RECORD BOOK 29411, PAGE 432, IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL RFS-1 AS SHOWN ON SAID AFFIDAVIT OF PLAT WAIVER RECORDED IN OFFICIAL RECORD BOOK 29411, PAGE 432, THENCE SOUTH 88°42'39" EAST ALONG THE NORTH LINE OF SAID PARCEL RFS-1 ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WALLIS ROAD AS RECORDED IN PLAT BOOK 24, PAGE 168 AND OFFICIAL RECORD BOOK 28461, PAGE 697 OF SAID PUBLIC RECORDS, A DISTANCE OF 579.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°24'22" WEST, A DISTANCE OF 927.59 FEET TO THE SOUTH LINE OF SAID PARCEL RFS-1; THENCE NORTH 88°44'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 520.07 FEET TO A WEST LINE OF SAID PARCEL RFS-1; THENCE NORTH 01°24'22" EAST ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 628.28 FEET TO SAID NORTH LINE OF PARCEL RFS-1 AND SAID SOUTH RIGHT-OF-WAY LINE OF WALLIS ROAD AND THE POINT OF BEGINNING.

### SURVEYOR'S REPORT

THE PROPERTY AS MEASURED CONTAINS 326,697 SQUARE FEET OR 7.499 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990) BEARING OF SOUTH 01°22'22" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AS SHOWN ON THIS SURVEY AND ALL OTHER BEARINGS ARE RELATIVE THERE TO.

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM AN EXISTING PUBLISHED PALM BEACH COUNTY BENCHMARK SET BY ANOTHER SURVEYOR IN THIS OFFICE.

TWO SITE BENCHMARKS ARE SHOWN AND NOTED ON THE MAP SHEET OF THIS SURVEY. 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 33411-2745.

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.

ALL UNDERLYING EASEMENTS AND RIGHTS-OF-WAY WERE EITHER ABANDONED, RELEASED OR MERGED WITH TITLE IN ACCORDANCE WITH THE AFFIDAVIT OF PLAT WAIVER RECORDED IN OFFICIAL RECORD BOOK 29411, PAGE 432 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS SHOWN ON THE MAP SHEET OF THIS SURVEY.

I HAVE REVIEWED THE CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT COMMITMENT NO. 201802003, FILE NO. 201802003, WITH AN EFFECTIVE DATE OF JANUARY 4, 2018 & DEEDS, ISSUED BY SOUTHEAST GUARANTY & TITLE, INC. AND ALL SURVEY RELATED ENCUMBRANCES IDENTIFIED IN THE POLICIES SCHEDULE B - SECTION II THAT AFFECT THIS LEASE PROPERTY HAVE BEEN PLOTTED AND/OR NOTED BELOW.

4. RESERVATIONS IN FAVOR OF EVERGLADES DRAINAGE DISTRICT RECORDED IN DEED BOOK 704, PAGE 590 & PARTIALLY RELEASED IN DEED BOOK 1072, PAGE 568 AND OFFICIAL RECORDS BOOK 3502, PAGE 1284. (SCHEDULED RELEASE AUGUST 2018)

5. RIGHTS OF USA IN DECLARATION OF TAKING FILED 10/03/1955 IN CASE NO. 6462-M-CIVIL IN UNITED STATES DISTRICT COURT, SO. DISTRICT. (NOT PLOTTED)

6. AVIGATION EASEMENTS CONTAINED IN THE FOLLOWING DOCUMENTS: JUDGEMENT LIEN BOOK 9, PAGE 73 AND 146 AND OFFICIAL RECORDS BOOK 177, PAGE 638.

7. EASEMENTS AND ALL OTHER MATTERS AS SHOWN AND RESERVED ON THE PLAT OF AVONDALE HEIGHTS RECORDED IN PLAT BOOK 24, PAGE 37, AS AMENDED BY RESOLUTION NO. R-2015-1046 RECORDED IN OFFICIAL RECORDS BOOK 2425, PAGE 1913, RESOLUTION NO. R-2015-1040 RECORDED IN OFFICIAL RECORDS BOOK 27857, PAGE 425 AND AFFIDAVIT OF WAIVER RECORDED IN OFFICIAL RECORDS BOOK 29411, PAGE 432. (PLOTTED) - ALL EASEMENTS AND RIGHTS-OF-WAY PER AVONDALE HEIGHTS RELEASED OR ABANDONED PRIOR TO RECORDED OF THE PLAT WAIVER PER OFFICIAL RECORDS BOOK 29411, PAGE 432.

8. CLEARANCE EASEMENT RECORDED IN DEED BOOK 1096, PAGE 592. (PLOTTED)

9. TERMS AND CONDITIONS CONTAINED IN AFFIDAVIT OF WAIVER RECORDED IN OFFICIAL RECORDS BOOK 29411, PAGE 432. (PLOTTED)

NOTE: THIS COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL EXCEPTIONS UPON NOTIFICATION OF TRANSACTIONAL PARTIES.

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

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

THE PROPERTY IS VACANT. VERTICAL TOPOGRAPHY AND THE LOCATION, SIZE AND TREE SPECIES WERE REQUESTED TO BE SHOWN BY THE CLIENT. ALL APPARENT USAGES (ENCROACHMENTS) WITHIN 5 FEET ALONG THE BOUNDARY LINES WERE LOCATED.

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

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

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 11232, PAGE 2 THRU 8, DATED 10/11/17. INSTRUMENTS USED WERE THE TOPCON GTS-601 TOTAL STATION AND MONAD DATA COLLECTOR.

EXISTING PROPERTY CORNERS WERE LOCATED AROUND THE PERIMETER OF THIS PROPERTY AND THE ADJACENT PROPERTIES AND USED TO DETERMINE THE LOCATION OF THE RIGHT-OF-WAY AND SUBJECT BOUNDARY IN RELATIONSHIP TO THE DESCRIPTION ABOVE.

LEGAL ACCESS TO THE PARCEL IS PROVIDED VIA WALLIS ROAD TO THE NORTH AS SHOWN AND NOTED ON THE MAP SHEET OF THIS SURVEY.

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAR NET PRD VERSION 6.0.19. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATED GEODETIC CONTROL POINTS: MISSISSIPPI PLAINS - 4141 "MOTOR POOL" AND "NE CORNER OF SECTION 3743743" WERE RECOVERED FROM PALM BEACH COUNTY'S DATUM AND THESE FOUR POINTS WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT. SECTION WAS BROKEN DOWN IN ACCORDANCE WITH PALM BEACH COUNTY SECTION CORNER POSITIONS. SEE CERTIFIED CORNER RECORDS 94044, 94042, 94043, 53332, 53378 & 53381.

THE FILE NAMES ARE 2018013-01.PRD, 2018013-01.REF, 2018013-01 (PBIA PARCEL F DAW1).SS4 AND S-3-17-3873.DGN.

FIELD WORK COMPLETED ON 10/16/2017.

THE INTENDED PLOT SCALE FOR THIS DRAWING IS 1" = 30' ON 24" X 36" PAPER.

### LEGEND

- = FOUND 5/8" IRON ROD & CAP "CHARK LS.5304" UNLESS OTHERWISE NOTED)
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- PBIA = PALM BEACH INTERNATIONAL AIRPORT
- FPL = FLORIDA POWER AND LIGHT
- ORB = OFFICIAL RECORD BOOK
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- R/W = RIGHT OF WAY
- PAV = PAVED AVENUE
- DB = DEED BOOK
- PB = PLAT BOOK
- RB = ROAD BOOK
- DB = DEED BOOK
- PL = PLAT
- (D) = MEASURED
- (C) = CALCULATED
- C = CENTERLINE
- PP = PROPERTY CONTROL NUMBER
- PBC = PALM BEACH COUNTY
- I.R. = IRON ROD
- N.T.S. = NOT TO SCALE

- ☼ = CABBAGE PALM (ALL OVER 8' UNLESS NOTED)
- ☼ = CHRISTMAS PALM
- ☼ = CYPRESS PINE
- ☼ = FIGUS
- ☼ = MANGO
- ☼ = NORFOLK PINE
- = OAK
- ☼ = PINE
- ☼ = QUEEN PALM
- = ROYAL POINCIANA
- = STRANGLER FIG

### PROJECT BENCHMARK

GLOVER ELEVATION 17.132 (NAVD 88)

TO REACH THE STATION, PROCEED TO ITS LOCATION 0.4 MILE SOUTH OF THE INTERSECTION OF MILITARY TRAIL AND BELVEDERE ROAD. THE STATION IS A PALM BEACH COUNTY BRASS DISK SET IN CONCRETE STAMPED "GLOVER". THE STATION IS LOCATED 32.1 FEET NORTH OF THE CENTERLINE OF THE ENTRANCE TO THE FLORIDA FISH AND GAME ENTRANCE (NORTH ENTRANCE TO MOUNT'S BOTANICAL GARDEN) OF THE WEST SIDE OF PAVEMENT OF MILITARY TRAIL, 7 FEET NORTHWEST OF A METAL WITNESS SIGN ATTACHED TO AN 8 FOOT ALUMINUM POLE AND 6 FEET WEST OF THE WEST EDGE OF PAVING OF A DRIVEWAY. ALSO LOCATED 3.0 FEET WEST OF 3/4" 1" PIN.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

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 01/05/2017 THRU 01/24/2017. 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 = 1.00036758  
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.  
PBI POST DISTR. LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND ENGINEERS IN RULE 11B-005.005, 006, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 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554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

GLENN W. MARK PLS  
FLORIDA CERTIFICATE NO. 5304

DATE

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

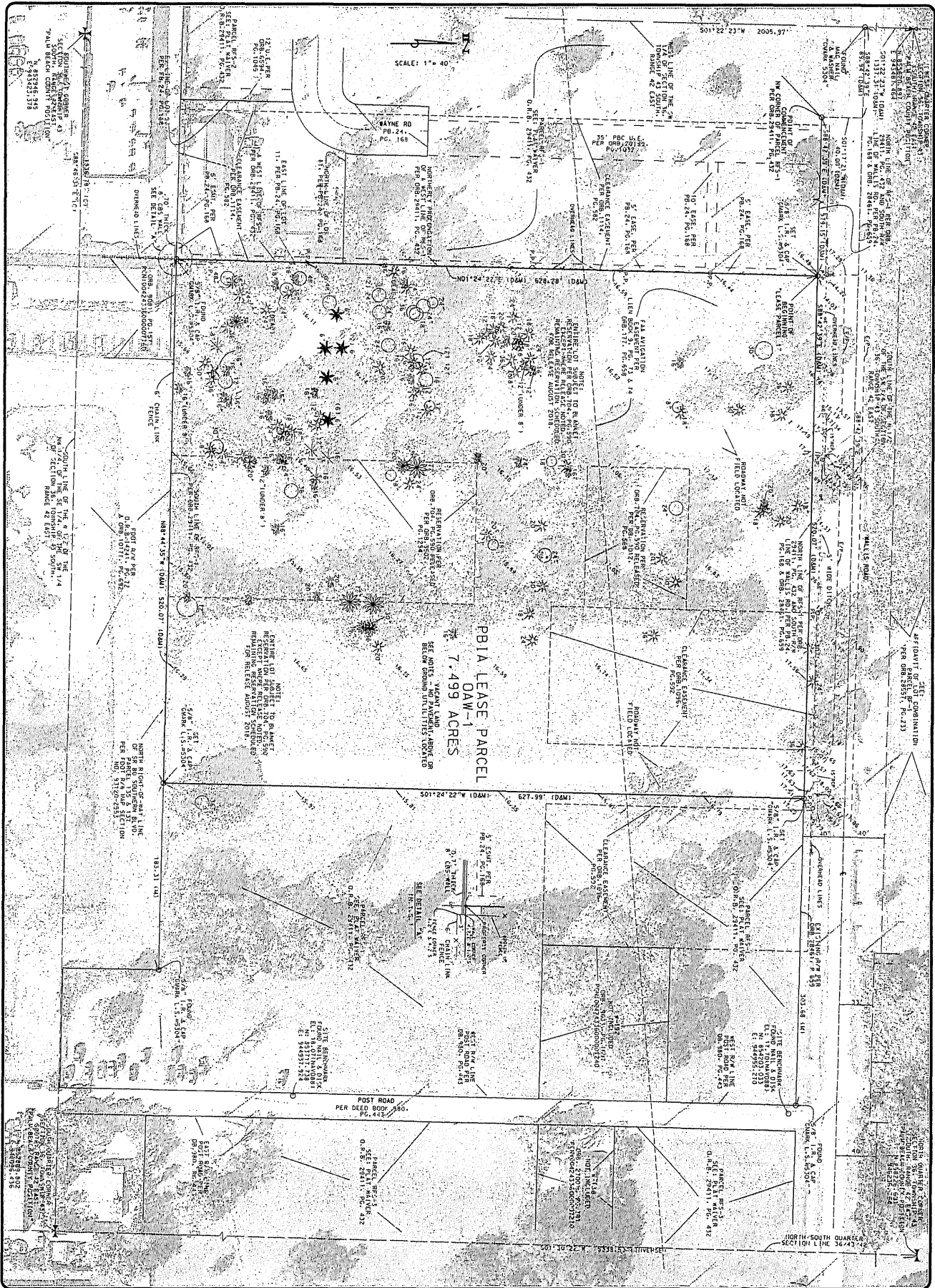


DATE	BY	DATE
10/13/17	G.W.M.	10/13/17
REVISION	TITLE	DATE
1	UPDATED TITLE	
SCALE: 1" = 40'	APPROVED: G.W.M.	
DRAWN: W.D.S.	CHECKED: G.W.M.	
DATE: 10/13/17	FIELD BOOK NO. 1123X	

PROJECT: PBIA LEASE PARCEL OAW-1 BOUNDARY SURVEY

DRAWING NO. S-3-17-3873

SHEET: 1  
OF: 2  
PROJECT NO. 2018013-01




PROJECT NO. 201803-01  
SHEET 2

PROJECT: PBIA LEASE PARCEL DAW-1 BOUNDARY SURVEY  
DESIGN FILE NAME: S-3-17-3873.DGN  
DRAWING NO.: S-3-17-3873

DATE: 10/17/17

SCALE: 1" = 40'  
APPROVED: G.W.M.  
DRAWN: M.O.S.  
CHECKED: G.W.M.

ID.	REVISION	BY	DATE
1	UPDATED TITLE	GM	10/17/17


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

## EXHIBIT "C"

# NONDISCRIMINATION REQUIREMENTS

Where used herein, the term "CONTRACTOR" includes Licensee.

### COUNTY NONDISCRIMINATION PROVISIONS

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

### FEDERAL NONDISCRIMINATION REQUIREMENTS

- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:
1. **Compliance with Regulations:** CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
  2. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  4. **Information and Reports:** CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.
1. CONTRACTOR for itself and its 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) 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 said facilities, (2) that in the construction of any improvements on, over, or under such land, 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, (3) that CONTRACTOR will use the CONTRACTOR Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
  2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.
- D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.
- CONTRACTOR for itself and its 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 described in this Agreement 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, the CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (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. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.
- E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").
- This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. CONTRACTOR agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. CONTRACTOR agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- F. General Civil Rights Provision.
- CONTRACTOR agrees to 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. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.