

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# 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 N/A Dept _____ Unit _____ Object _____
 Program _____

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

This item has no fiscal impact

Fixed Asset Number _____ n/a _____

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 1/27/2023
 OFMB 1/27
 GW
 1-27-23

[Signature] 1/31/23
 Contract Development and Control
 1/30/23

B. Legal Sufficiency:

[Signature] 3/2/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

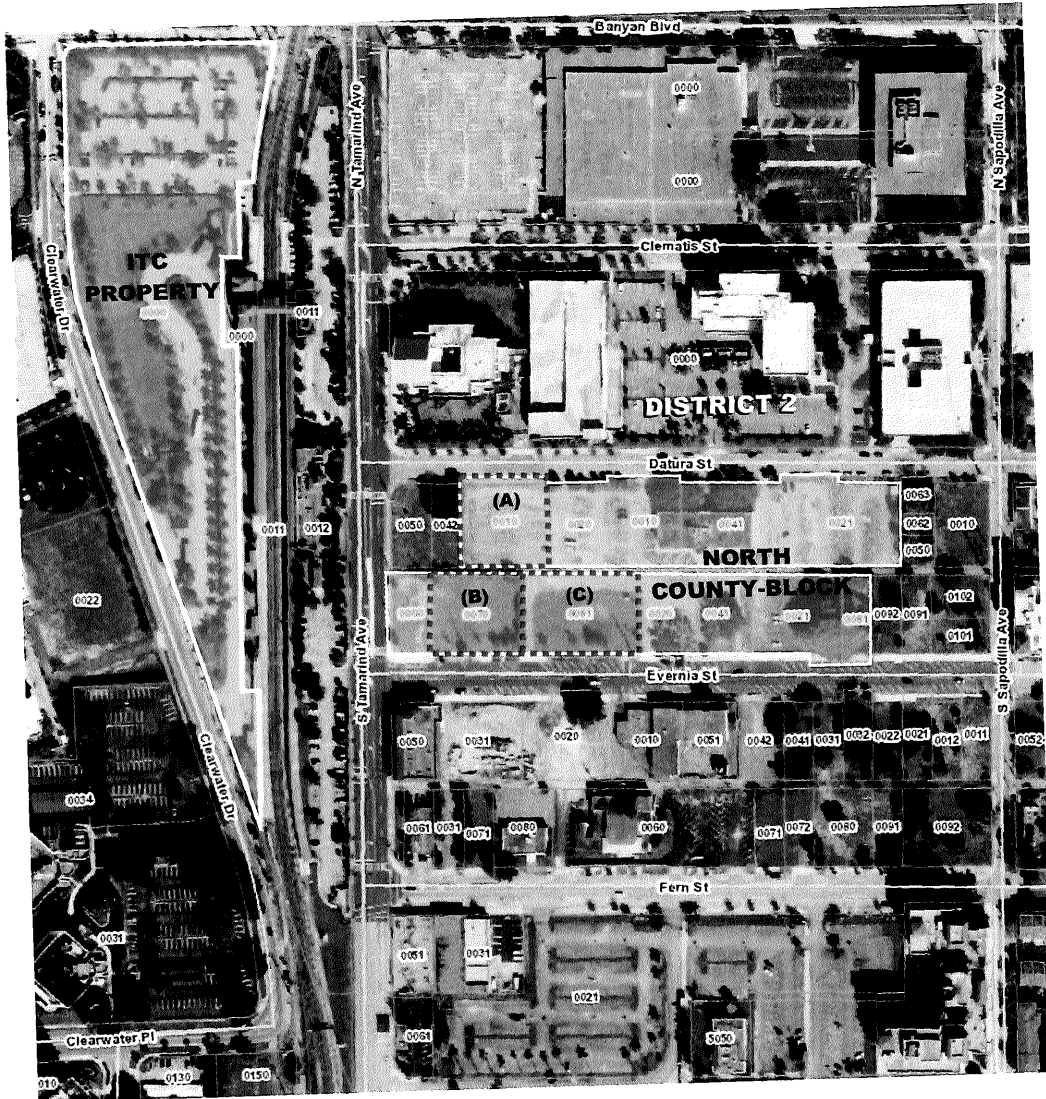
Background and Policy Issues: The PSA provides for the sale of approximately 2.0 acres of land together with approximately 3.76 acres of air rights over the County's ITC Property and also includes the area of the subsurface footers and supporting structures within the boundaries of the ITC. Under the PSA, the County will continue to own and operate the ITC Property up to a height of not less than 21 feet 4 inches above the finished grade. The purchase price due at closing is \$3,600,000. The PSA requires TV to develop, construct and operate a mixed-use project on the ITC Property, including a parking garage. The ITC Property currently has a surface parking lot that is used by Tri-Rail patrons and Palm Tran employees. TV intends to construct the parking garage at the site of the surface parking lot. As such, the parking for Tri-Rail patrons and Palm Tran employees will need to be relocated during construction. The PSA provides that if requested, TV shall be permitted to use the North County Block (consisting of the County owned properties between Datura and Evernia Streets, to the north and south, respectively, and Tamarind and Sapodilla Avenues to the west and east, respectively) during construction on the ITC Property. TV intends to temporarily relocate the parking for Tri-Rail patrons and Palm Tran employees to a portion of the North County Block. The DCA between County and UF provides that the County shall not encumber any portion of the North County Block prior to conveyance of same to UF. However, UF has consented to the License Agreement and executed a Joinder and Consent to License Agreement.

County PPM# CW-L-023 delegates authority to the Director of Facilities Development and Operations Department to execute short term license agreements, up to ninety (90) days. Staff is seeking approval of an extension of the License Agreement until such time as the North County Block is conveyed to UF pursuant to the DCA or earlier termination in accordance with the terms of this License Agreement.

Attachment 1

Location Map

Page 1 of 1



> LEGEND <

Licensed Premises:

- (A) 74-43-43-21-01-042-0010, portion (810 Datura Street)
- (B) 74-43-43-21-01-042-0070 (909 Evernia Street)
- (C) 74-43-43-21-01-042-0081 (901 Evernia Street)

Location Map

Attachment #1

**LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This License Agreement made and entered into December 21, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, (County) and Transit Village, LLC, a Florida limited liability company (Licensee).

WITNESSETH:

WHEREAS, on August 14, 2012 the County and Licensee entered into an Agreement for Purchase and Sale (R2012-1158, as amended thrice: R2018-0956; R2020-0517; and R2021-1587 and collectively referred to as PSA) for Licensee's purchase of certain interests in the County-owned real property as legally described in Exhibit "A", attached hereto and made a part hereof (Wedge Property); and

WHEREAS, pursuant to the PSA, Licensee is to construct a mixed-use development, including a parking garage, on the Wedge Property which currently has a surface parking lot used by the South Florida Regional Transportation Authority (SFRTA) Tri-Rail patrons and Palm Tran employees; and

WHEREAS, the PSA provides that, if requested by Licensee and provided same is available for use, the County shall provide Licensee a license agreement at no cost to use its vacant land holdings on the "North County Block" to provide space for temporary storage, construction activities and temporary parking; and

WHEREAS, on August 23, 2022, the County entered into a Development and Conveyance Agreement (R2022-0891) with the University of Florida Foundation, Inc. (UF) for the "North County Block" and pursuant to the terms of the Development and Conveyance Agreement, the County cannot encumber the subject property prior to the closing as contemplated in the Development and Conveyance Agreement; and

WHEREAS, Licensee has requested use of a portion of the "North County Block" as legally described in Exhibit "B", attached hereto and made a part hereof (Premises) for use as temporary parking for Tri-Rail patrons and Palm Tran employees (Permitted Use); and

WHEREAS, UF acknowledges, joins in and consents to the use of the Licensed Property by Licensee and consents to this encumbrance as set forth in the Joinder and Consent attached hereto and made a part hereof as Exhibit "C"; and

WHEREAS, Licensee desires and County is willing to grant Licensee a revocable license to use the Premises in accordance with the terms and obligations set forth herein.

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 Licensee

A handwritten signature in black ink, appearing to be "R. [unclear]", is written on the right side of the page. The signature is written in a cursive style and is positioned vertically, extending from the middle of the page down towards the bottom right corner.

a license to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, is the real property and/or improvements identified on Exhibit "B". The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the Permitted Use. Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall make no improvements, alterations or additions to the Premises except as provided herein. The use of the Premises by Licensee shall not interfere with County's operation of its Community Services Department and its associated parking area which abuts the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a continuing risk to persons or property. If directed by the County, Licensee shall postpone its activity that creates such continuing risk or stop using the affected area of the Premises until the County notifies the Licensee that it is safe to resume the activity.

2. Length of Term and Commencement Date

This License Agreement shall commence immediately upon its full execution (Commencement Date). The initial term of this License Agreement shall be ninety (90) days. Within this 90-day period, the County Facilities Development and Operations Department shall request and recommend to the Board of County Commissioners approval of an extension of the term of this License Agreement such that this License Agreement shall continue until the Premises are conveyed to UF pursuant to the Development and Conveyance Agreement or earlier termination in accordance with the terms of this License Agreement. Action by the Board of County Commissioners is at its sole and absolute discretion without recourse to Palm Beach County.

The term of this License Agreement shall automatically terminate on the day of conveyance of the Premises to UF, or earlier termination in accordance to the terms of this License Agreement.

3. License Fee Waiver

No License Fee is assessed as: 1) the Premises are being licensed pursuant to the terms and conditions of the PSA (i.e. continuity of operations); 2) the Licensee is hereby prohibited from and will not charge a fee for the use of the space, be it directly to patrons or through sublicensing; and 3) the Licensee will not realize a profit from the activity.

4. Default and Termination

4.1 The failure of Licensee to abide by the terms and conditions of this License Agreement shall constitute a default of the License Agreement. County shall provide Licensee with a written notice of such default, and if such default is not cured within ten (10) days following receipt by the Licensee of the written notice from the County, or if the Licensee does not

commence to cure such default within such ten (10) day period, the County shall have the right to terminate this License Agreement.

4.2 This License Agreement may be terminated upon the mutual agreement of County and Licensee.

4.3 This License Agreement shall be terminated or modified if/as necessary no later than ninety (90) days following the Notice of Completion of the Envelope and Shell Construction Activities, as defined in the PSA.

4.4 If this License Agreement has not already been terminated, this License Agreement shall automatically terminate on the day of conveyance of the Premises to UF. Notwithstanding the foregoing, County's right to use the Premises for 25 parking spaces for Palm Tran employees shall continue until such time as the separate license agreement between Licensee and UF is in effect and such separate license agreement shall provide for County's right to use said parking spaces.

4.5 Notwithstanding any such termination as provided in this Section, Licensee shall remain obligated for any obligations arising prior to such termination. In addition, in the event County has not conveyed the Premises to UF at the time of such termination, Licensee shall surrender and restore the Premises as required by this License Agreement. In the event this License Agreement is terminated by UF subsequent to County's conveyance of the Premises to UF, Licensee's restoration obligation shall be as set forth in a separate license agreement between Licensee and UF.

5. **Improvements**

Licensee shall at its sole cost and expense construct not less than 117 parking spaces for Tri-Rail patrons and 25 parking spaces for Palm Tran employees and all required ancillary improvements (Improvements) on the Premises in accordance with the conceptual drawing attached hereto and made a part hereof as Exhibit "D" (Improvements).

5.1 Design and Permitting

The Licensee shall prepare, at its sole cost and expense, and submit to County for approval, which shall not be unreasonably withheld, a site plan of the Improvements (Site Plan) prior to submission to the applicable permitting agency having jurisdiction, provided that if the City of West Palm Beach (City) advises that a formal site plan is not required and that only building permits are required, references herein to Site Plan shall then mean such permits and the Licensee will submit the complete building permit application(s) to the County for approval. Licensee shall be solely responsible for the preparation and submission of the Site Plan and shall be solely responsible for obtaining all applicable permits, approvals and other regulatory authorizations required for the construction, use and operation of the Premises as a temporary parking lot. Licensee shall provide the County with copies of all applications and/or submissions to the applicable permitting agency with respect to obtaining approval of the Site Plan. Upon approval of a final Site Plan by the County and the applicable permitting agency having jurisdiction, the Site Plan (or final construction drawings if no formal site plan application is required) will be attached as Exhibit "E" hereto.

The County shall assist the Licensee in obtaining the permits, approvals and other regulatory authorization required by timely signing any and all Owner's Consent and/or similar forms that may be required by the corresponding authorities with jurisdiction as part of the regulatory process, following its approval of the Site Plan. The County shall thereafter have five (5) business days upon receipt of an accurate and correctly completed consent form from the Licensee to review and authorize the same. The County shall have the right prior to signing the forms, to request any and all revisions necessary to ensure that the information included on the forms is complete and accurate. The County shall have the right to withhold its approval of the forms in the event that the Licensee fails to address any correction required by the County. In reviewing consent forms for approval, the County shall have the right to request from the Licensee a copy of the complete application package associated with the form for which approval is being requested by the Licensee.

Licensee shall be solely responsible for obtaining any required consents to the Site Plan from the SFRTA.

5.2 Construction and Bonding

Licensee shall construct, at its sole cost and expense, the Improvements in accordance with the Site Plan and in full compliance with applicable governmental laws, rules, orders, building codes and zoning regulations. Licensee shall ensure that the Improvements are constructed to completion in accordance with the approved Site Plan and that all persons or entities performing work or providing materials relating to such Improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professions, are paid in full for such services and materials. All construction shall be made and performed in a good and workmanlike manner. Licensee, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any Improvements to the Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Licensee of its obligations arising hereunder.

No later than twenty (20) days prior to the commencement of construction on the Premises by Licensee, and as a condition to the commencement of construction, Licensee shall, at its sole cost and expense, furnish a payment and performance bond pursuant to Florida Statutes, Section 255.05 in the amount of 100% of the construction of the Improvements. The County shall be named as an Obligee on any construction bond, and such construction bond shall incorporate by reference the applicable terms and conditions of this License Agreement and insure completion of Licensee's Improvements free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale and other title retention or security agreements or other charges all in accordance with the Site Plan. Said bond shall be issued by a surety company satisfactory listed with the United States Department of Treasury for an amount greater than the cost of construction of the Improvements and Licensee shall provide with the construction bond, a copy of such surety company's current valid Certificate of Authority issued by the United States Department of Treasury under Section 31, U.S.C. 9304-9308

Licensee shall have the right, but not the obligation, to commence construction on the Premises prior to the closing under the PSA. However, use of the Premises as temporary parking shall

not commence until conveyance of the Wedge Property by County to Licensee and receipt of Building Permits for at least the Required ITC Modifications and for the Envelope Construction pursuant to the terms and conditions of the PSA.

The County's Community Services Department building and ancillary surface parking lot abuts the Premises. Once Licensee commences construction on the Premises and until completion of the same is attained, Licensee shall take all necessary actions to ensure that the County and its patrons continue to have unobstructed, safe access to its facilities and parking areas occupied and/or used by the County's Community Services Department.

5.3 Payment Obligations

Licensee shall be solely responsible for the timely payment of all applicable permitting, licensing, utility connection and similar fees and charges in connection with the design, construction and operation of the Improvements on the Premises. The County shall not have any financial obligation with respect to obtaining approvals and thereafter remaining current with any terms, conditions and/or charges of any governmental agency, utility service provider, or other entity having jurisdiction over the Premises.

5.4 As-Builts

Within sixty (60) days following Licensee's receipt of a certificate of occupancy or certificate of completion, as appropriate, for the Improvements constructed pursuant to this License Agreement, Licensee shall have prepared and deliver to the County: one (1) complete set of as-built drawings in a hardcopy format and one (1) complete set of as-built drawings in a PDF format.

5.5 No Liens

Licensee agrees that nothing contained in this License Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Licensee shall notify any and all parties or entities performing work or providing materials relating to the Improvements of this provision. If so requested by County, Licensee shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's estate shall not be subject to liens for improvements made by Licensee. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Licensee, Licensee shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Licensee fails to transfer or satisfy such claim within the thirty (30) day period, County may do so and thereafter charge Licensee all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Licensee shall promptly pay to County all such costs upon demand.

6. Cooperation

While the Licensee has the primary obligation to seek all governmental approvals, the County shall reasonably cooperate to the extent reasonably requested by Licensee. Nothing herein shall prevent the County from requesting clarification or additional information with respect to any such approvals.

7. Waste or Nuisance

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value or condition of the Premises or which may affect County's fee interest in the Premises except as contemplated by this Agreement. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction unless otherwise presented upon the approved Site Plan.

8. Governmental Regulations

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products (other than that customarily carried by operable vehicles and equipment), used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees 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. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

9. Non-Discrimination

The 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 Licensee 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.

10. Surrender of Premises

Upon termination of the License Agreement and only if the Premises are not conveyed to UF under the terms of the Development and Conveyance Agreement, Licensee, at its sole cost and expense, shall remove all Improvements and personal property from the Premises and shall surrender the Premises to the County in at the same condition the Premises were in at the Commencement Date, except as may otherwise be permitted by County in writing. If the County permits the Improvements and personal property to remain upon termination of the License Agreement, title to and ownership of all Improvements shall be vested in the County.



11. Maintenance and Repair

Licensee shall conduct all maintenance or repairs to the Premises, and maintain the Premises in a manner that is consistent with public transit parking facilities and standards at all times. In the event that Licensee fails to make the necessary maintenance or repairs, County has the rights, but not the obligation to complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so not more than thirty (30) days upon receipt of an invoice.

12. Indemnification of County

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In the event 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, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

13. Insurance

Commencing on the Effective Date, Licensee shall, and during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read "Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603".

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

14. Utilities

The Licensee shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, wastewater, stormwater, gas, electricity, trash collection and removal, and/or any other utility or customary service used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

15. Sublicensing

The Licensee may not subcontract, sublicense or assign any rights, responsibilities or obligations of this License Agreement without the prior written consent of the County, which the County may grant at its sole and absolute discretion. Notwithstanding the foregoing, Licensee must enter into a sub-license agreement with the SFRTA, subject to the review and approval of the sublicense agreement by the County, which sublicense agreement shall contain at a minimum the following: (i) security on the Premises to be provided by the SFRTA; (ii) an obligation to maintain insurance coverage or be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time; (iii) name the County as an additional insured on any policy maintained by SFRTA, its contractors or subcontractors, as it relates to the use of the Premises; and (iv) provide for use of 25 parking spaces for Palm Tran employees. County's right to use the Premises for 25 parking spaces for Palm Tran employees shall continue until such time as the separate license agreement between Licensee and UF is in effect and such separate license agreement shall provide for County's right to use said parking spaces.

16. Entire Agreement

This License 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. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

17. 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 national overnight delivery service, telecopied or faxed, 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 national overnight delivery service, 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:

If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

If to the Licensee at:

Transit Village, LLC
197 S. Federal Highway, Suite 200
Boca Raton, FL 33432

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.



The SFRTA shall receive a copy of all notices sent by either party at:

South Florida Regional Transportation Authority
801 NW 33rd Street
2633 Vista Parkway
Pompano Beach, FL 33064
Attention: Executive Director

18. Severability

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

19. 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 LICENSE AGREEMENT.

20. Governing Law and Venue

This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

21. Recording

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

22. Time of Essence

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

23. Palm Beach County Office of the Inspector General

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

24. No Third Party Beneficiary

No provision of this License 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 License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

25 Environmental Liability

Notwithstanding anything herein to the contrary, the Licensee is not accepting any existing environmental liability associated with the Premises

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

WITNESS:


By: 

Signature

Michael Karsch

Printed Name

LICENSEE:
**TRANSIT VILLAGE, LLC, a Florida
limited liability company**

By: 

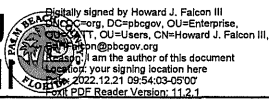
Michael Masanoff, Manager

ATTEST:

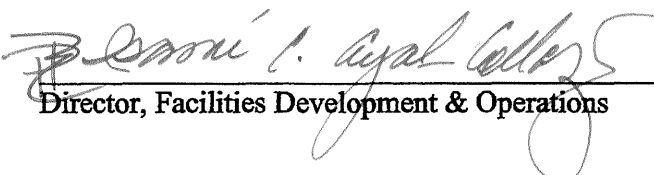
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:
Howard J. Falcon III

County Attorney



COUNTY:
**PALM BEACH COUNTY, a Political
Subdivision of the State of Florida**

By: 

Director, Facilities Development & Operations

Exhibit "A"

**WEDGE PROPERTY
LEGAL DESCRIPTION**

**Parcel "A", West Palm Beach Intermodal Transfer Facility, according the Plat there
of recorded in Plat Book 110, Page 191, Public Records of Palm Beach County.**

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Exhibit "B"

**PREMISES
LEGAL DESCRIPTION**

PCN: 74-43-43-21-01-042-0010

**WEST PALM BEACH TOWN OF LTS 1 & 3 & E ½ OF LT 4 BLK 42 AS IN
OR1129P165 & OR1129P167**

This parcel contains 0.9461 acres

PCN: 74-43-43-21-01-042-0070

**WEST PALM BEACH TOWN OF LT 7 (LESS S 20 FT ST R/W) W ½ OF LT 8
(LESS S 20 FT ST R/W) BLK 42**

This parcel contains 0.4564 acres

PCN: 74-43-43-21-01-042-0081

**TOWN OF WEST PALM BEACH E ½ OF LT 8 (LESS S 20 FT) LT 9 (LESS S 20
FT) & W 50 FT OF LT 10 (LESS S 20 FT DATURA ST R/W)**

This parcel contains 0.6113 acres



Exhibit "C"

JOINDER AND CONSENT TO LICENSE AGREEMENT

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is written in a cursive style and appears to be the name 'MAD'.

PREPARED BY AND RETURN TO:
Ben Williamson, Project Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605
PCNs: 74-43-43-21-01-042-0010, 74-43-43-21-01-042-0070, 74-43-43-21-01-042-0081

**JOINDER AND CONSENT TO LICENSE AGREEMENT
FOR USE OF COUNTY OWNED PROPERTY**

The undersigned hereby certifies that it entered into a Development and Conveyance Agreement (DCA) dated August 23, 2022 (R2022-0891), with Palm Beach County, a political subdivision of the State of Florida, for the property described in Exhibit "A" attached hereto and made a part hereof and hereby acknowledges, joins in and consents to the License Agreement for Use of County-Owned Property executed by Palm Beach County and Transit Village, LLC dated Dec 21, 2022, to which this Consent is attached and further consents to that Sublicense Agreement between Transit Village, LLC and the South Florida Regional Transportation Authority dated Dec 21, 2022 for the property described in Exhibit "A".

IN WITNESS WHEREOF, the undersigned has hereinto set its hand and seal the day and year first written below.

Signed, sealed and delivered
In presence of:

University of Florida Foundation, Inc.
a Florida not for profit corporation

By: DW34

David M. Christie, Associate Vice President

Date: 12/20/2022

[Signature]

Witness Signature

Adania Sanchez

Print Witness Name

[Signature]

Witness Signature

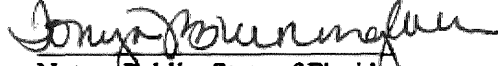
Tonyal J. Burningham

Print Witness Name

(SEAL – Not For Profit)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing JOINDER AND CONSENT TO LICENSE AGREEMENT FOR USE OF COUNTY OWNED PROPERTY was acknowledged before me this 20 day of December, 2022, by David M. Christie, Associate Vice President (name and title) of University of Florida Foundation, Inc., a Florida not for profit corporation, who is personally known to me/or ___ who has produced _____, as identification and who ___ did X did not take an oath.


Notary Public, State of Florida

Tonya J. Burningham
Print Notary Name

Commission Number: HH153973

My commission expires: 9/29/2025



Tonya J. Burningham
Notary Public
State of Florida
Comm# HH153973
Expires 9/29/2025

Exhibit "A"
To
JOINDER AND CONSENT TO LICENSE AGREEMENT
FOR USE OF COUNTY OWNED PROPERTY

PCN: 74-43-43-21-01-042-0010

**WEST PALM BEACH TOWN OF LTS 1 & 3 & E ½ OF LT 4 BLK 42 AS IN OR1129P165
& OR1129P167**

This parcel contains 0.9461 acres

PCN: 74-43-43-21-01-042-0070

**WEST PALM BEACH TOWN OF LT 7 (LESS S 20 FT ST R/W) W ½ OF LT 8 (LESS S 20
FT ST R/W) BLK 42**

This parcel contains 0.4564 acres

PCN: 74-43-43-21-01-042-0081

**TOWN OF WEST PALM BEACH E ½ OF LT 8 (LESS S 20 FT) LT 9 (LESS S 20 FT) & W
50 FT OF LT 10 (LESS S 20 FT DATURA ST R/W)**

This parcel contains 0.6113 acres

Exhibit "D"

CONCEPTUAL DRAWING OF IMPROVEMENTS

A handwritten signature or set of initials in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

Exhibit "E"

FINAL SITE PLAN

(Will be added upon approval of a final Site Plan by the County and the applicable permitting agency having jurisdiction)



Attachment 3
Joinder and Consent to License Agreement
3 Pages

PREPARED BY AND RETURN TO:
Ben Williamson, Project Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605
PCNs: 74-43-43-21-01-042-0010, 74-43-43-21-01-042-0070, 74-43-43-21-01-042-0081

**JOINDER AND CONSENT TO LICENSE AGREEMENT
FOR USE OF COUNTY OWNED PROPERTY**

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IN WITNESS WHEREOF, the undersigned has hereinto set its hand and seal the day and year first written below.

Signed, sealed and delivered
In presence of:

University of Florida Foundation, Inc.
a Florida not for profit corporation

By: DMC

David M. Christie, Associate Vice President

Date: 12/20/2022

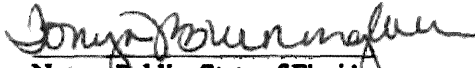
[Signature]
Witness Signature
Adania Sanchez
Print Witness Name

[Signature]
Witness Signature
Tonyal J. Birmingham
Print Witness Name

(SEAL – Not For Profit)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing JOINDER AND CONSENT TO LICENSE AGREEMENT FOR USE OF COUNTY OWNED PROPERTY was acknowledged before me this 20 day of December, 2023 by David M. Christie, Associate Vice President (name and title) of University of Florida Foundation, Inc., a Florida not for profit corporation, who is personally known to me or who has produced , as identification and who did did not take an oath.


Notary Public, State of Florida

Tonya J. Burningham
Print Notary Name



Tonya J. Burningham
Notary Public
State of Florida
Comm# HH153973
Expires 9/29/2025

Commission Number: HH153973

My commission expires: 9/29/2025

Exhibit "A"
To
JOINDER AND CONSENT TO LICENSE AGREEMENT
FOR USE OF COUNTY OWNED PROPERTY

PCN: 74-43-43-21-01-042-0010

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50 FT OF LT 10 (LESS S 20 FT DATURA ST R/W)**

This parcel contains 0.6113 acres

Attachment 4

First Amendment to License Agreement

4 Pages (3 copies of each)

**FIRST AMENDMENT TO LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This First Amendment to License Agreement made and entered into on _____, 2023 by and between Palm Beach County, a political subdivision of the State of Florida, (County) and Transit Village, LLC, a Florida limited liability company (Licensee).

WITNESSETH:

WHEREAS, on December 21, 2022 the County and Licensee entered into a License Agreement (R2023-____) for use of the Premises, as defined in the License Agreement, for an initial term of ninety (90) days; and

WHEREAS, pursuant to the terms of the License Agreement, the parties desire to extend the term of the License Agreement until such time as the Premises are conveyed to the University of Florida (UF) pursuant the Development and Conveyance Agreement (R2022-0891); and

WHEREAS, UF acknowledged, joined in and consented to the use of the Premises by Licensee and consented to this encumbrance as set forth in the Joinder and Consent attached to the License Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as ascribed to them in the License Agreement.
2. The License Agreement is hereby ratified.
3. Paragraph 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:

This License Agreement shall commence December 21, 2022 (Commencement Date) and shall continue until the Premises are conveyed to UF pursuant to the Development and Conveyance Agreement or earlier termination in accordance with the terms of this License Agreement.

4. In the event of any conflict between the terms of this License Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.
5. Except as modified by this First Amendment, the License Agreement remains modified and in full force and effect in accordance with the terms thereof.

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

WITNESS:

**LICENSEE:
TRANSIT VILLAGE, LLC, a Florida
limited liability company**

By: Faye S. Masanoff
Signature

By: [Signature]
Michael Masanoff, Manager

Faye S. Masanoff
Printed Name

[Handwritten mark]

ATTEST:

COUNTY

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Department Director

Exhibit "A"

**PREMISES
LEGAL DESCRIPTION**

PCN: 74-43-43-21-01-042-0010

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