



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</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>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Resource \_\_\_  
 Reporting Category \_\_\_\_\_

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

This item has no fiscal impact.

C. Departmental Fiscal Review: *Deborah Jensen*  
(D) 3/4/26

**III. REVIEW COMMENTS**

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

*Lisa M. ...* 3/11/26  
 KK OFMB 3/11  
 3/11

*Travis ...* 3/24/26  
 Contract Dev. and Control 26 3.23.26

**B. Legal Sufficiency:**

*[Signature]* 3/25/26  
 Assistant County Attorney

**C. Other Department Review:**

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

**Prepared by & Return to:**

Laura Beebe, Director  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

PCN: 74-43-43-32-00-000-1130 (portion)  
00-43-43-32-00-000-1090 (portion)  
00-43-43-32-00-000-1150 (portion)  
00-43-43-32-00-000-1190 (portion)

**GAS PIPELINE EASEMENT AGREEMENT**

This **GAS PIPELINE EASEMENT AGREEMENT** is made this April 14, 2026, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("Grantor"), and **FLORIDA PUBLIC UTILITIES COMPANY**, whose legal mailing address is Post Office Box 3395, West Palm Beach, FL 33402 ("Grantee").

**WITNESSETH:**

That said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") for the construction, operation and maintenance of underground gas transmission pipeline(s) and appurtenant equipment (the "Facilities") to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such Facilities or any of them within an easement upon, over and across the following described real property (the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida to wit:

**See legal description/site sketch marked Exhibit "A"  
attached hereto and made a part hereof.**

Together with the right of reasonable ingress and egress to said Easement Premises at all times to the extent necessary to lay, maintain, operate, repair and remove said Facilities; provided, however, that said Grantee shall replace or repair any damage to grass, landscaping and pavement to the Grantor's property as may be caused by laying, removing or repairing said Facilities.

**THE CONDITION OF THIS RIGHT OF USAGE ARE SUCH THAT:**

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.

3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, the Facilities within the Easement Premises at all times during the term hereof. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.

4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its activities and Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

**ATTEST:**  
Michael A. Caruso,  
Clerk of the Circuit Court  
and Comptroller

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida by its  
Board of County Commissioners**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

(SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:   
Assistant County Attorney

By:   
Department Director

**JOINER AND CONSENT OF TENANT**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT DRIVE SHACK PALM BEACH LLC**, a Delaware limited liability company, having its office and principal place of business at 10670 N. Central Expressway, Suite 700, Dallas, TX 75231 (hereinafter "Tenant"), hereby certifies it is the Tenant under that certain DEVELOPMENT SITE LEASE AGREEMENT between Palm Beach County, a political subdivision of the State of Florida ("County") and Tenant, dated July 11, 2017 (R2017-0939, as amended) (hereinafter "Lease") which encumbers a portion of the property described on Exhibit "A" attached hereto and incorporated herein, owned by County.

Tenant hereby joins in and consents to the Gas Pipeline Easement Agreement to which this Joinder and Consent is attached, as to that portion of the Easement Premises located within the leasehold premises described in the Lease.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 19<sup>th</sup> day of May, 2025

**DRIVE SHACK PALM BEACH, LLC**

By: [Signature]  
Print Name: Matthew R. Moran  
Title: Secretary

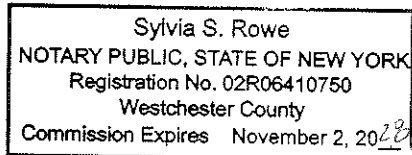
**WITNESSES**

[Signature]  
Print Name: Samia Mousa  
Address: 700 Canal St F13  
Stamford, CT 06902  
Print Name: Jeff Donovan  
Address: 700 Canal St. F13 Stamford, CT 06902  
[Signature]

STATE OF New York  
COUNTY OF Westchester

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19 day of May 2025 by Matthew R. Moran OR \_\_\_\_\_ as Secretary for Drive Shack Palm Beach Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
[Signature]  
Printed Name Notary Public  
Commission No. \_\_\_\_\_  
My Commission Expires: 11/2/28



**JOINDER AND CONSENT OF TENANT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT POPSTROKE WEST PALM BEACH, LLC, a Florida limited liability company, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 (hereinafter "Tenant"), hereby certifies it is the Tenant under that certain DEVELOPMENT SITE LEASE AGREEMENT between Palm Beach County, a political subdivision of the State of Florida ("County") and Tenant, dated August 22, 2023 (R2023-1154), as amended (hereinafter "Lease") which encumbers a portion of the property described on Exhibit "A" attached hereto and incorporated herein, owned by County.

Tenant hereby joins in and consents to the Gas Pipeline Easement Agreement to which this Joinder and Consent is attached, as to that portion of the Easement Premises located within the leasehold premises described in the Lease.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 2nd day of February, 2026.

POPSTROKE WEST PALM BEACH, LLC

By: [Signature]  
Print Name: Gregory Bartoli  
Title: Manager

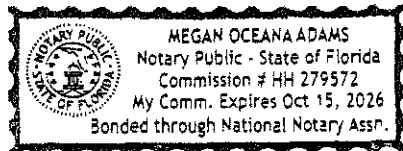
WITNESSES

[Signature]  
Print Name: Timothy Glitz  
Address: 1001 N US Highway 1  
Jupiter, FL 33477  
Print Name: Megan Adams  
Address: 1001 N. US Highway 1  
Jupiter FL 33477

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5 day of February 2026 by Gregory Bartoli OR \_\_\_\_\_ as Manager for Popstroke West Palm Beach LLC Personally Known  OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

[Signature]  
Signature of Notary Public  
Megan Adams  
Printed Name Notary Public  
Commission No. HH 279572  
My Commission Expires: 10/15/2026



**JOINDER AND CONSENT OF TENANT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT CVH PBIA, LLC, a Florida limited liability company, having its office and principal place of business at 6750 Poplar Avenue, Suite 107, Memphis, TN 38138 (hereinafter "Tenant"), hereby certifies it is the Tenant under that certain HOTEL DEVELOPMENT SITE LEASE AGREEMENT between Palm Beach County, a political subdivision of the State of Florida ("County") and Tenant, dated March 14, 2017 (R2017-0356, as amended) (hereinafter "Lease") which encumbers a portion of the property described on Exhibit "A" attached hereto and incorporated herein, owned by County.

Tenant hereby joins in and consents to the Gas Pipeline Easement Agreement to which this Joinder and Consent is attached, as to that portion of the Easement Premises located within the leasehold premises described in the Lease.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 12 day of May, 2025

CVH PBIA, LLC  
By: [Signature]  
Print Name: Eliot D. Cohen  
Title: Member

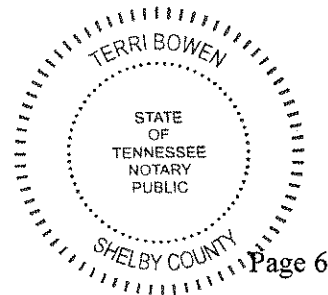
WITNESSES  
[Signature]  
Print Name: Stuart Cole  
Address: 42905 Smokey Grove E  
Memphis TN 38138  
Print Name: Terri Bowen  
Address: 1140 Kelleyswater Dr.  
Hernando, MS 38632

STATE OF Tennessee  
COUNTY OF Shelby

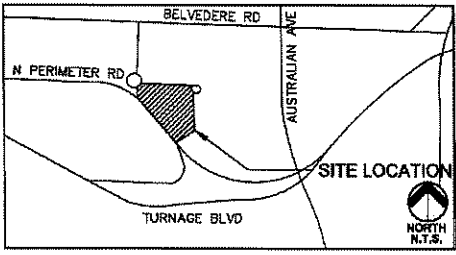
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12 day of May 2025 by Eliot Cohen OR \_\_\_\_\_ as a Member for CVH PBIA LLC.

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

[Signature]  
Signature of Notary Public  
Terri Bowen  
Printed Name Notary Public  
Commission No. \_\_\_\_\_  
My Commission Expires: 9-26-27



**LOCATION MAP**



**EXHIBIT "A"**

**DESCRIPTION:**

A PARCEL OF LAND LOCATED WITHIN THE PALM BEACH INTERNATIONAL AIRPORT (P.B.I.A.) LEASE PARCEL N-11 WPB, AS RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 344 AND SHOWN ON PALM BEACH COUNTY SURVEY NUMBER S-3-14-3524 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 32; THENCE, ALONG THE NORTH LINE OF SAID SECTION 32, SOUTH 88°26'29" EAST A DISTANCE OF 342.92 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 01°33'31" WEST, A DISTANCE OF 40.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID PALM BEACH INTERNATIONAL AIRPORT (P.B.I.A.) LEASE PARCEL N-11 WPB ALSO BEING THE SOUTH LINE OF BELVEDERE ROAD AS RECORDED IN ROAD PLAT BOOK 3 AT PAGE 94 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING OF THE CENTERLINE OF 10.00 FOOT GAS LINE EASEMENT LYING 5.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF 10.00 FOOT GAS LINE EASEMENT:

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID CENTERLINE OF 10.00 FOOT GAS LINE EASEMENT, SOUTH 01°51'42" WEST, A DISTANCE OF 539.76; THENCE SOUTH 88°44'06" EAST, A DISTANCE OF 256.20 FEET; THENCE SOUTH 01°15'54" EAST, A DISTANCE OF 60.54 FEET TO POINT "A"; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 140.18 FEET TO THE POINT OF TERMINUS.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 10 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.


CONTAINING 9,967 SQUARE FEET OR 0.2288 ACRES, MORE OR LESS.

**NOTES:**


1. THIS SKETCH OF DESCRIPTION OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SKETCHES OF DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. THE SKETCH OF DESCRIPTION HAS BEEN PREPARED WITHOUT THE TITLE POLICY OF OWNERSHIP AND ENCUMBRANCE REPORT; AND THAT IT IS POSSIBLE THAT THERE ARE EASEMENTS OR OTHER INSTRUMENTS OF RECORD THAT MAY BE IN CONFLICT WITH THE GRANTING OF THIS EASEMENT.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF THE N.E. 1/4 OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST HAVING A GRID BEARING OF S88°26'29"E, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT). AS PUBLISHED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO
5. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
7. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**THIS IS NOT A SURVEY**

**SHEET 1 OF 5**

**CAULFIELD & WHEELER, INC.**  
  
 CIVIL ENGINEERING — LAND PLANNING  
 LANDSCAPE ARCHITECTURE — SURVEYING  
 7900 GLADES ROAD — SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

Digitally signed by  
 Jeffrey R. Wagner  
 Date: 2025.01.21  
 12:34:05 -05'00'  
 Adobe Acrobat  
 version:  
 2024.005.20320



JEFFREY R. WAGNER  
 REGISTERED LAND  
 SURVEYOR NO. 5302  
 STATE OF FLORIDA  
 L.B. 3591

DATE	1/21/2025
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	10495

**DRIVE SHACK PBIA  
 GAS LINE EASEMENT  
 SKETCH OF DESCRIPTION**

EXHIBIT "A"

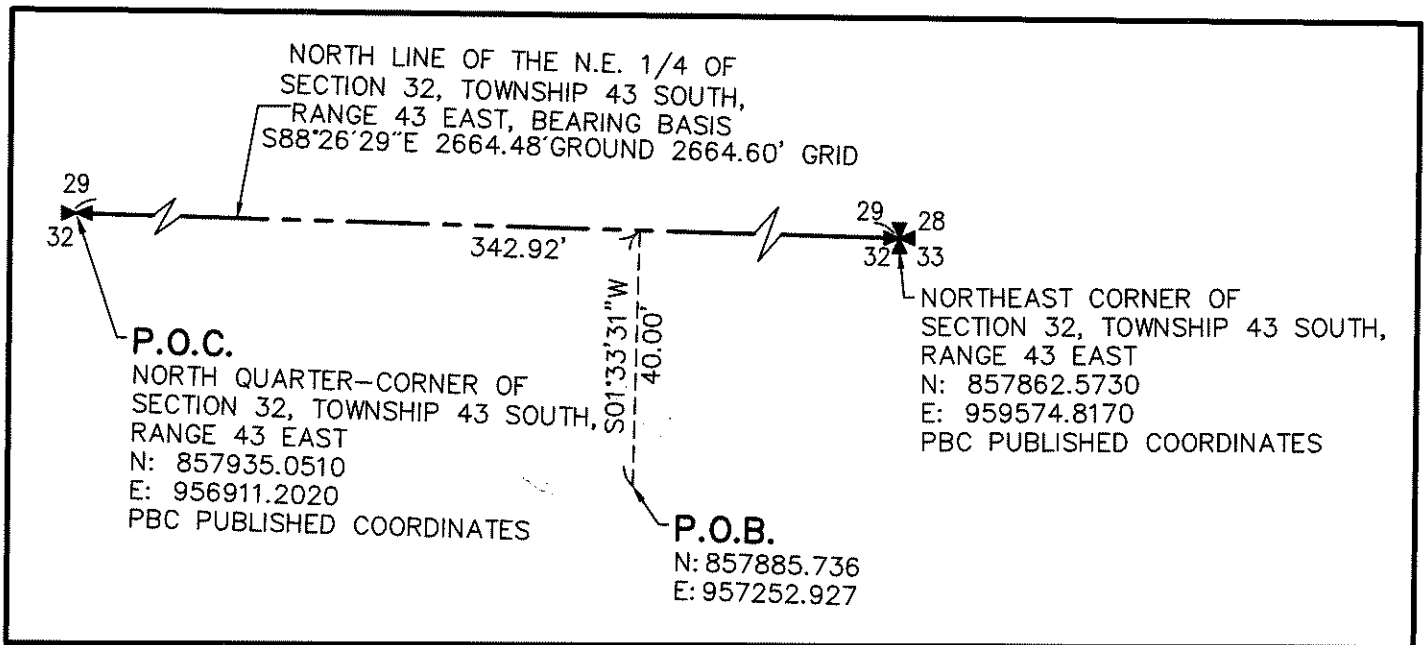
NOTES  
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 (1990 ADJUSTMENT)  
ZONE = FLORIDA EAST  
LINEAR UNIT = US SURVEY FEET  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED  
SCALE FACTOR = 1.000044878  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 (1990 ADJUSTMENT), FLORIDA EAST ZONE.

LEGEND/ABBREVIATIONS

ESMT. - EASEMENT  
F.P.L. - FLORIDA POWER & LIGHT COMPANY  
ORB - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
P.B.C. - PALM BEACH COUNTY  
P.B.C.U.E. - PALM BEACH COUNTY UTILITY EASEMENT  
P.B.I.A. - PALM BEACH INTERNATIONAL AIRPORT  
PG. - PAGE

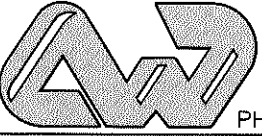
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
P.O.T. - POINT OF TERMINUS  
U.E. - UTILITY EASEMENT



CONTROL TIE DETAIL  
NOT TO SCALE

THIS IS NOT A SURVEY

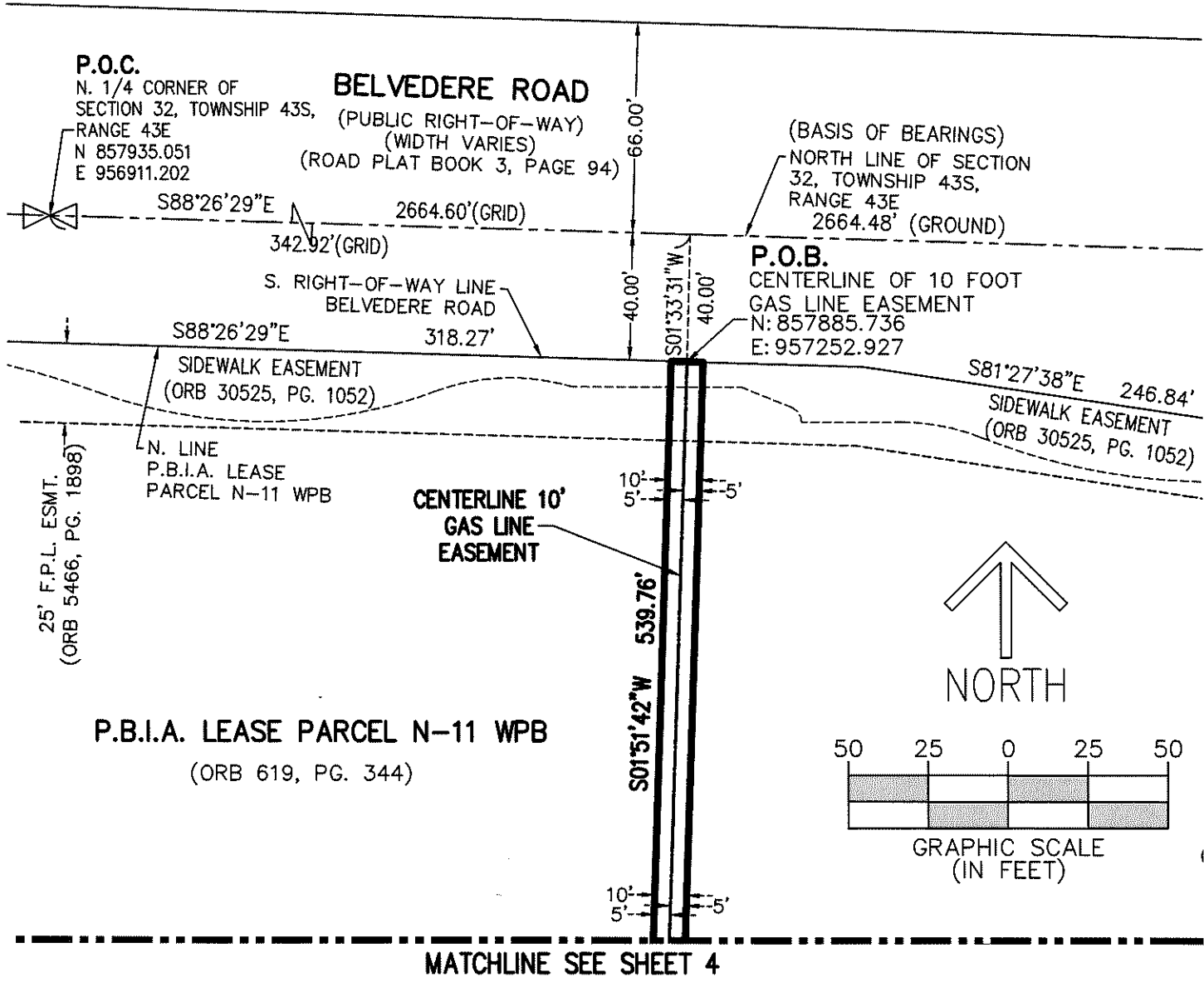
SHEET 2 OF 5

**CAULFIELD & WHEELER, INC.**  
  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DRIVE SHACK PBIA  
GAS LINE EASEMENT  
SKETCH OF DESCRIPTION

JEFFREY R. WAGNER  
REGISTERED LAND  
SURVEYOR NO. 5302  
STATE OF FLORIDA  
L.B. 3591

DATE	1/21/2025
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	10495



SHEET 3 OF 5

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**THIS IS NOT A SURVEY**

DATE	1/21/2025
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	10495

**DRIVE SHACK PBA  
 GAS LINE EASEMENT  
 SKETCH OF DESCRIPTION**

EXHIBIT "A"

MATCHLINE SEE SHEET 3



CENTERLINE 10'  
GAS LINE  
EASEMENT

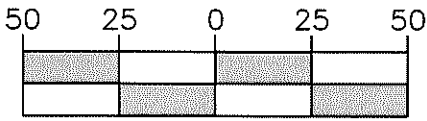
P.B.I.A. LEASE PARCEL N-11 WPB

(ORB 619, PG. 344)

20' U.E.  
(ORB 28860, PG. 812)

539.76'

10'-  
5'-



GRAPHIC SCALE  
(IN FEET)

20' P.B.C.U.E.  
(ORB 28706, PG. 1271)

S88°26'29"E 1070.01'

S. LINE OF THE N. 520 FEET  
OF THE N.W. 1/4 OF THE N.E. 1/4 OF  
SECTION 32-43S-43E

P.B.I.A. LEASE PARCEL N-11 P.B.C.

(P.B.C. DRAWING S-3-14-3525)

S01°51'42"W

10'-  
5'-

CENTERLINE 10'  
GAS LINE  
EASEMENT

S88°44'06"E 256.20'

N: 857346.236

E: 957235.393

SHEET 4 OF 5

MATCHLINE SEE SHEET 5

CAULFIELD & WHEELER, INC.



CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

THIS IS NOT A SURVEY

DRIVE SHACK PBIA  
GAS LINE EASEMENT  
SKETCH OF DESCRIPTION

DATE 1/21/2025

DRAWN BY dl

F.B./ PG. N/A

SCALE AS NOTED

JOB NO. 10495

EXHIBIT "A"

P.B.I.A. LEASE PARCEL N-11 P.B.C.

(P.B.C. DRAWING S-3-14-3525)

12' F.P.L. ESMT.  
(ORB 5466, PG. 1895)

20' P.B.C.U.E.  
(ORB 28706, PG. 1271)

N88°26'29"W 1070.01'

S. LINE OF THE N. 520 FEET  
OF THE N.W. 1/4 OF THE N.E. 1/4 OF  
SECTION 32-43S-43E

S88°44'06"E 256.20'

CENTERLINE 10' GAS LINE EASEMENT

P.B.I.A. LEASE PARCEL N-11 P.B.C.

(P.B.C. DRAWING S-3-14-3525)

N: 857340.580  
E: 957491.542

S01°15'54"W  
60.54'

N90°00'00"E 140.18'

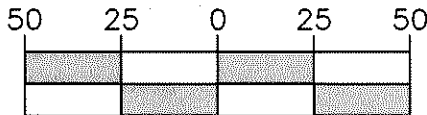
P.O.T.

N: 857280.053  
E: 957490.205

N: 857280.053  
E: 957630.392

HOME 2 SUITES

MATCHLINE SEE SHEET 4



GRAPHIC SCALE  
(IN FEET)

THIS IS NOT A SURVEY

SHEET 5 OF 5

**CAULFIELD & WHEELER, INC.**



CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**DRIVE SHACK PBIA  
GAS LINE EASEMENT  
SKETCH OF DESCRIPTION**

DATE	1/21/2025
DRAWN BY	dl
F.B./ PG.	N/A
SCALE	AS NOTED
JOB NO.	10495