

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 17, 2024 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Non-Standard Potable Water and Wastewater Development Agreement (Agreement) with Signature Flight Support LLC (Tenant) for a period of five (5) years beginning on September 17, 2024 through September 30, 2029.

Summary: The Tenant leases certain property from Palm Beach County (County) (R2016-0560) north of Southern Boulevard and west of the Palm Beach International Airport in West Palm Beach. The Tenant wants to construct potable water and wastewater facilities to construct, operate, and maintain an aircraft maintenance, repair, and operation facility. In order to provide potable water and wastewater concurrency reservations for new facilities, the Palm Beach County Water Utilities Department (PBCWUD) requires developers to enter into a formal development agreement. While the PBCWUD Director has been delegated authority to enter into Standard Development Agreements (SDA), the Board of County Commissioners (BCC) approval is being sought in this case as certain provisions in the standard agreement are unnecessary due to the County ownership of the property. The Tenant has paid a Mandatory Agreement Payment in the amount of \$17,121.89, which is equal to twelve (12) months of Guaranteed Revenue Fees. District 2 (MWJ)

Background and Justification: The Uniform Policies and Procedures Manual contains a form that is utilized in most instances for SDAs, and can be executed at the Department level. However, BCC approval is being sought for this Agreement as the area is being leased from the County, which renders certain SDA provisions inapplicable. All provisions which require the recording of covenants against the property, the granting of easements by the property owner, or the provision of ownership documentation have been removed from the Agreement.

Attachments:

1. Location Map
2. Three (3) Originals of the Non-Standard Potable Water and Wastewater Development Agreements

Recommended By: Kristin BeA for Department Director Date 8-21-2024

Approved By: Paor for Assistant County Administrator Date 8/29/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$17,122)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$17,122)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Is Item Included in Current Budget? Yes X No

Is this item using Federal Funds? Yes No X

Is this item using State Funds? Yes No X

Reporting Category N/A

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

Mandatory Agreement Payment has been paid in full and service installation fees will be paid at the time of connection.

C. Department Fiscal Review: See Gov't for EB

III. REVIEW COMMENTS

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

Lisa Mante 8/22/24
OFMB
OC 8/21
AP 8/22

Brenda Machals 8/26/24
Contract Development and Control
MB 8/23/24

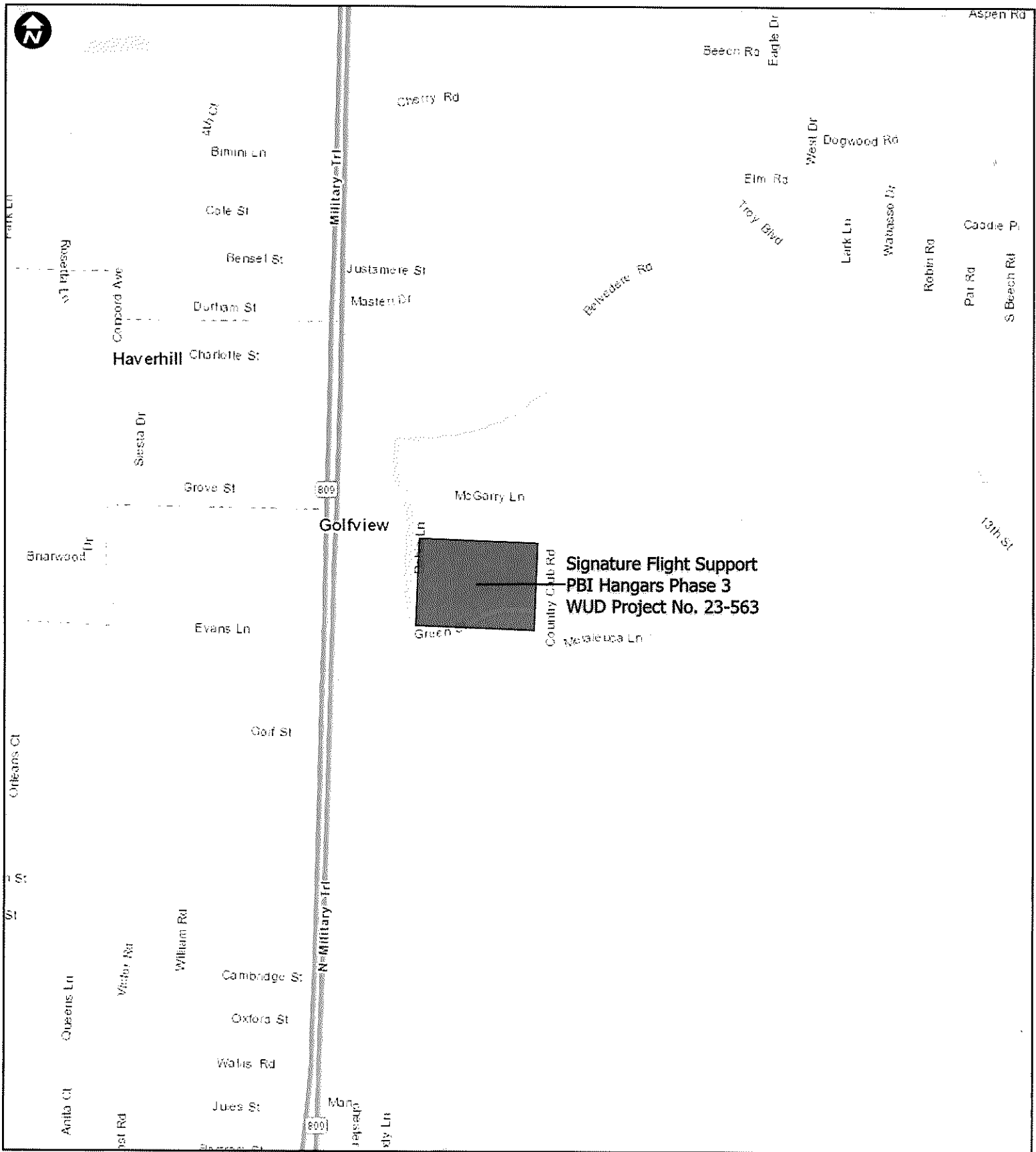

B. Legal Sufficiency:

[Signature] 8/28/24
Assistant County Attorney

C. Other Department Review:


Department Director

Attachment 1

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

Project Location Map
 WUD project #23-563
Signature Flight Support PBI Hangars
Phase 3 NSDA

Legend
 Project Location

Created by: P.B.C.W.U.D. GIS Section • Date: 7/11/2024 • File: W:\GIS\Projects_01\Other\NSDA Location Maps\Location Map.aprx

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

THIS AGREEMENT made and entered into this 17th day of September, 2024, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and **SIGNATURE FLIGHT SUPPORT LLC**, a Delaware limited liability company, hereinafter referred to as "Tenant."

WITNESSETH

WHEREAS, pursuant to that certain Fixed Base Operator Lease Agreement dated May 3, 2016 (R-2016-0560, as amended) between Palm Beach County ("County") and Signature Flight Corporation, n/k/a Signature Flight Support LLC, (the "Lease"), Tenant leases certain property from County, which includes the property more fully described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), for the purpose of constructing, operating, and maintaining an aircraft maintenance, repair, and operation facility (the "Project"); and

WHEREAS, in connection with the Project, Tenant desires to construct potable water and wastewater facilities (the "Water Utility Infrastructure"); and

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

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

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

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

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to and to collect wastewater from the Property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are connected with pipes of Tenant as further defined in Chapter I of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an NSDA or renewal agreement for each ERC (or ERIC) represented in this Agreement;
 - (f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;
 - (g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;

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

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

The MAP required upon submission of this Agreement is:

Potable Water:	\$300.36 per ERC x 29 ERCs =	<u>\$8,710.44</u>
Wastewater:	\$290.05 per ERC x 29 ERCs =	<u>\$8,411.45</u>
	Franchise Fee	<u>0</u>
	TOTAL	<u>\$17,121.89</u>

Upon receipt of the MAP, Utility agrees to reserve 29 ERCs of Potable Water and Wastewater system capacity for Tenant until **September 30, 2029**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Tenant acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

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

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by 18.3 ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the NSDA shall be binding upon both Utility and Tenant and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Tenant for said downward adjustment.

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

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

Tenant hereby agrees to transfer to Utility title to all Water Utility Infrastructure installed by Tenant's contractor pursuant to the provisions of this Agreement. Such conveyance is to take

effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Tenant shall convey to Utility by Bill of Sale in a form supplied by Utility the complete Water Utility Infrastructure as constructed by Tenant and approved by Utility, along with the required Cost Documentation and No Lien Affidavit.

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

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

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

7. Tenant agrees with Utility that all Water Utility Infrastructure conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.
8. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of Service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Tenant or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Tenant, upon any other entity holding by, through or under Tenant, and upon any customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Agreement.
9. Tenant or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Tenant.
10. Tenant acknowledges and agrees that the transfer or assignment of this Agreement upon assignment of the Lease or the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Tenant shall only be performed in accordance with the provisions of UPAP. Tenant further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Tenant. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the assignment of the Lease, or the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
11. All notices provided for herein shall be in writing and transmitted by mail or by courier and, if to Tenant shall be mailed or delivered to Tenant at:

13485 Veterans Way, Suite 600
Orlando, FL. 32827

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

12. The rights, privileges, obligations, and covenants of Tenant and Utility shall survive the completion of the work of Tenant with respect to completing the Water Utility Infrastructure and services to any phased area and to the Property as a whole.
13. Unless Tenant is requesting additional capacity for the Property described in **Exhibit "A"**, this Agreement shall supersede and render null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Tenant and Utility, made with respect to the Water Utility Infrastructure, and when duly executed, constitutes the entire agreement between Tenant and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.
14. Additional Conditions: None
15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Tenant.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

(COUNTY SEAL)

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

ATTEST:

JOSEPH ABRUZZO, CLERK
AND COMPTROLLER


By: _____
DEPUTY CLERK

By: _____
Maria Sachs, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: 
DIRECTOR OF WATER UTILITIES



WITNESSES:

[Signature]
Signature

N. Salyon Bouch
Typed or Printed Name
13485 Veterans Way, Ste 600
Mailing Address
Orlando, FL 32827

[Signature]
Signature

SALLY CRUZ
Typed or Printed Name
13485 Veterans Way, Ste 600
Mailing Address
Orlando, FL 32827

TENANT:

By: [Signature]
Signature

TONY LEFEBVRE
Typed or Printed Name

CFO
Title

APPROVED AS TO FORM:

[Signature] 6-12-24
LEGAL DEPT.

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of JUNE, 2024, by TONY LEFEBVRE who is personally known to me or has produced _____ as identification.

My Commission Expires: SEPTEMBER 17, 2026 [Signature]
Signature of Notary

Notary: SIN MING CELINA CHAN
Typed, Printed, or Stamped Name of Notary



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION - PBI SIGNATURE FLIGHT PHASE B

A PARCEL OF LAND LYING WITHIN THE BOUNDARY OF THE PALM BEACH INTERNATIONAL AIRPORT, BEING A PORTION OF THE AFFIDAVIT OF WAIVER RECORDED IN OFFICIAL RECORDS BOOK 23862, PAGE 198 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN AND BEING A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AND NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 36;
THENCE ALONG THE NORTH LINE OF SAID SECTION 36, S88°31'29"E FOR 563.47 FEET;
THENCE S01°28'30"W FOR 548.95 FEET TO THE POINT OF BEGINNING;
THENCE N80°21'06"E FOR 45.02 FEET;
THENCE S01°25'47"E FOR 44.29 FEET;
THENCE S01°41'48"W FOR 155.73 FEET;
THENCE S87°38'09"E FOR 906.15 FEET;
THENCE S02°13'56"W FOR 571.39 FEET;
THENCE N87°35'13"W FOR 41.83 FEET;
THENCE S02°31'59"W FOR 15.42 FEET;
THENCE N87°28'01"W FOR 86.41 FEET;
THENCE S02°31'59"W FOR 14.58 FEET;
THENCE N87°37'44"W FOR 528.07 FEET;
THENCE N02°28'22"E FOR 77.21 FEET;
THENCE N87°32'42"W FOR 55.88 FEET;
THENCE S02°02'55"W FOR 76.95 FEET;
THENCE N87°32'38"W FOR 203.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 16.02 FEET;
THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°06'20" FOR 24.92 FEET TO A NON-TANGENT LINE;
THENCE N01°40'40"E FOR 641.89 FEET;
THENCE N01°18'11"W FOR 62.61 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 422.10 FEET, WHERE A RADIAL LINE BEARS S86°37'02"W;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°50'24" FOR 72.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 561,486 SQUARE FEET (12.890 ACRES), MORE OR LESS.

LLC Certificate

On this 12th day of June, 2024, I, Jennifer Yasinsac, certify that I am Assistant Secretary and Senior Legal Counsel of Signature Flight Support LLC, a Delaware limited liability (collectively, the "Company"); that Tony Lefebvre, who will sign that certain Non-Standard Potable Water and Wastewater Development Agreement between Palm Beach County and the Company (the "NSDA"), on behalf of the Company is the Chief Executive Officer of the Company; that the NSDA will be duly signed for and on behalf of the Company by authority of its governing resolution and is within the scope of its powers.

Signed: [Signature]
Jennifer Yasinsac
Assistant Secretary and Senior Legal Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of JUNE, 2024, by Jennifer Yasinsac as Assistant Secretary and Senior Legal Counsel for Signature Flight Support LLC.

(NOTARY SEAL) [Signature]
Name of Notary: SIN MING CELINA CHAN

Personally Known OR Produced Identification
Type of Identification Produced _____

