

Agenda Item # : **3-C-30**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 21, 2006 ☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Department:

Submitted By: Engineering and Public Works

Submitted For: Right-of-Way Acquisition Section

Project No. 2004513

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Approve a Maintenance Agreement with the Lake Worth Drainage District (LWDD) for Hypoluxo Road at the L-18 Canal.
- B. Approve an Easement in favor of LWDD for a ten-foot easement for the E-2-W Canal abutting the Florida Turnpike and lying north of Hypoluxo Road and perpendicular to the L-18 Canal.
- C. Accept a Quit Claim Deed from LWDD for a parcel of land needed for the Hypoluxo Road from west of Lyons Road to west of Hagen Ranch Road project.

Summary: This action will approve a Maintenance Agreement with LWDD, approve an Easement in favor of LWDD, and accept a Quit Claim Deed from LWDD, for Hypoluxo Road at the Florida Turnpike and the L-18 and E-2-W Canals, all in connection with the Hypoluxo Road from west of Lyons Road to west of Hagen Ranch Road project.

District: 3 (PK)

Background and Justification: The Maintenance Agreement provides Palm Beach County with the necessary access across the L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall for construction of the bridge over the Florida Turnpike.

The County is providing LWDD with an Easement to maintain the E-2-W Canal lying perpendicular to Hypoluxo Road and adjacent to the Florida Turnpike.

LWDD has executed a Quit Claim Deed in favor of the County for Hypoluxo Road right-of-way lying west of the Florida Turnpike. The L-18 Canal no longer exists in that location and the right-of-way is needed for the Hypoluxo Road from west of Lyons Road to west of Hagen Ranch Road project.

LWDD will hold the Quit Claim Deed in escrow until they receive the signed Maintenance Agreement and Easement. They will record all of the documents, at their expense, and send the recorded instruments to the County.

Attachments:

1. Location Map
2. Maintenance Agreement with Exhibit "A" (3)
3. Easement with Exhibit "A"
4. Copy of Quit Claim Deed with Exhibit "A"

Recommended by: SE [Signature] 10/11
Division Director Date

Approved by: _____ 10/25/06
County Engineer Date

KAT
F:\R_O_WIKAT-BRD\HYPOLUXO W LYONS TO W HAGEN MAIN AGREE EASE QCD BA.doc.doc

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No ____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. J. Ward 10/11/06

III. REVIEW COMMENTS

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

John B. 10-26-06
OFMB
10-26-06
10-27-06
10-27-06
10-27-06

John J. 10/27/06
Contract Dev. and Control
10/27/06

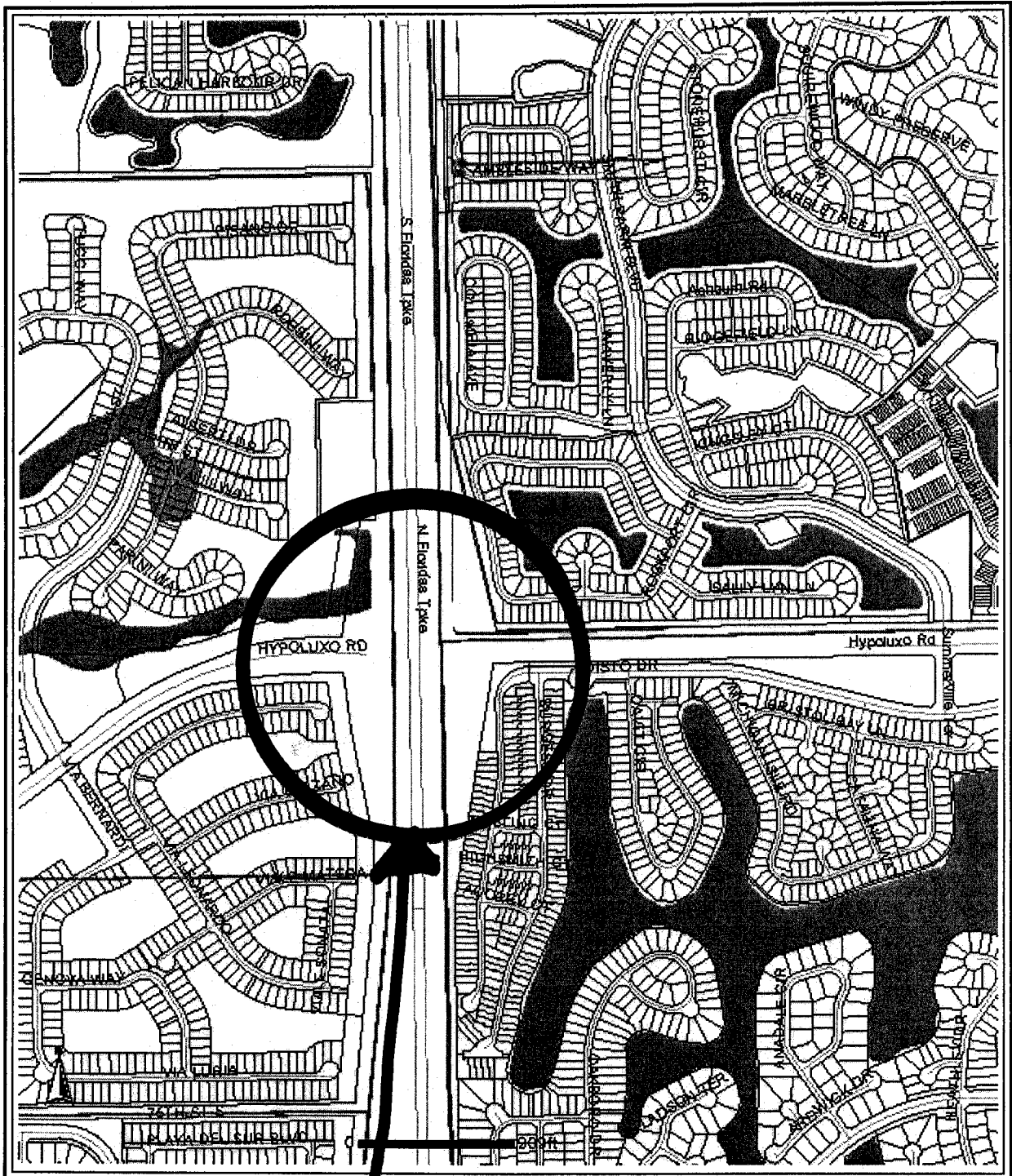
B. Approved as to Form and Legal Sufficiency:

Paul F. 10/30/06
Assistant County Attorney

C. Other Department Review:

Department Director

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



Site

Map Scale 1:10913

Map produced on 10/5/2006

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY, ESQ.
Perry & Kern, P.A.
50 SE Fourth Avenue
Delray Beach, FL 33483

PCN _____

Doc. No. 5908-B
Canal No. E-2W

EASEMENT

THIS EASEMENT, granted this ____ day of _____, 2006, by and between **PALM BEACH COUNTY, a political subdivision of the State of Florida**, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, herein referred to as "COUNTY" and **LAKE WORTH DRAINAGE DISTRICT, a Special Taxing District of the State of Florida**, whose address is 13081 Military Trail, Delray Beach, Florida 33484-1105, herein referred to as "DISTRICT".

WITNESSETH:

That the COUNTY for and in consideration of the sum of Ten Dollars (\$10.00) and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the DISTRICT, its successors and assigns, upon the conditions hereinafter set forth, a perpetual exclusive easement for purposes of construction, operation and maintenance of a canal, drainage ditch, sluice ways, spoil deposit, water control structures, and berm and other related purposes, including without limitation excavation, removal of vegetation and deposit of spoil; on, over, upon, under, 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 Marked EXHIBIT "A"
Attached Hereto and Made a Part Hereof**

THE CONDITIONS OF THIS EASEMENT ARE SUCH THAT:

1. The DISTRICT shall cause the facilities and their appurtenances to be constructed within the confines of the EASEMENT PREMISES.

2. The DISTRICT hereby expressly agrees that in the event that the DISTRICT abandons its use of the EASEMENT PREMISES for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the right, title and interest in and to the EASEMENT PREMISES shall automatically revert to the COUNTY.

04-331R.28

3. The DISTRICT further expressly agrees to maintain, at its sole cost and expense, the canal, drainage ditch, sluice ways, water control structures, berm, and all appurtenances thereto within the Easement Premises at all times during the term hereof in accordance with the DISTRICT'S usual and customary standards of maintenance of its facilities and canals.

4. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless District against any actions, claims, or damages arising out of County's negligence in connection with this agreement, and District shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of District's negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's negligent, willful or intentional acts or omissions.

TO HAVE AND TO HOLD the premises, rights, and easement granted herein unto the DISTRICT, its successors and assigns, for the purposes aforesaid forever.

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

Attest:

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

SHARON R. BOCK
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney


By: 
Omelio A. Fernandez, P.E.
Director, Engineering and Public Works

EXHIBIT A

COPY

LEGAL DESCRIPTION

AN EASEMENT IN SECTION 5, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN TRACT 127, BLOCK 37, OF PALM BEACH FARMS COMPANY PLAT No.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, ABUTTING, AND LYING 10.00 FEET WEST OF, THE FOLLOWING DESCRIBED LINE:

BEGIN AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT 127, WITH THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD, RECORDED IN OFFICIAL RECORD BOOK 9745, PAGE 1403, OF SAID PUBLIC RECORDS;
THENCE ALONG SAID EAST LINE, N00°58'10"W FOR 679.02 FEET TO THE SOUTH LINE OF TRACT 98, BLOCK 37, OF SAID PLAT No.3, AND THE END OF SAID LINE.

CONTAINING 6,790 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N00°58'10"W ALONG THE EAST LINE OF TRACT 127.

ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
O.R.B.- OFFICIAL RECORD BOOK
P.B.- PLAT BOOK
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH
LWDD - LAKE WORTH DRAINAGE DISTRICT

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: OCT 17 2005



HYPOLUXO ROAD

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 04-064
CHECKED: JEP	SCALE: NONE
LWDD E-2-W EASEMENT	DATE: 10/13/05
	SHEET 1 OF 2

12.0 10-23-05

N

EXHIBIT A

PALM BEACH FARMS COMPANY PLAT No.3
SOUTH LINE OF TRACT 98 (P.B.2, PG.45)

COPY

10' LWDD
EASEMENT

EAST LINE OF TRACT 127 BLOCK 37

WEST LINE FLORIDA TURNPIKE AUTHORITY
JUDICIAL COURT MINUTES BOOK 68 PG.545PALM BEACH FARMS
COMPANY PLAT No.3
(P.B.2, PG.45)VILLAGES OF WINDSOR PLAT FIVE
PLAT BOOK 100 PAGES 37-41PARKWAY EGRESS PARCEL
ORB 9745 PAGE 1403-1412SOUTH LINE OF
TRACT 127, BLOCK 37
S89°01'50"W

S08°43'47"W

N00°58'10"W

95' LWDD E-2-W
(ORB 319 PG.275)

S89°07'34"W

50' PALM BEACH FARMS ROAD
IS LWDD L-18 R/W
(ORB 1585 PG.505)

N89°01'50"E

NORTH TRACT LINE OF BLOCK 42

P.O.B.

HYPOLUXO ROAD
ORB 9745 PAGE 1403-1412PALM BEACH FARMS
COMPANY PLAT No.3
(P.B.2, PG.45)TRACT 3
BLOCK 42
TRACT 2
BLOCK 42

FLORIDA TURNPIKE



HYPOLUXO ROAD

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICESCERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAXSKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: MB

PROJ. No. 04-064

CHECKED: JEP

SCALE: 1" = 100'

LWDD E-2-W
EASEMENT

DATE: 10/13/05

SHEET 2 OF 2

R/C 04-3812.28

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY
PERRY & KERN, P.A.
50 SE Fourth Avenue
Delray Beach, FL 33483

**MAINTENANCE AGREEMENT
LWDD L-18 CANAL
LWDD PROJECT NO. 04-331B.28**

THIS AGREEMENT executed this the ____ day of _____, 2006, by and between the LAKE WORTH DRAINAGE DISTRICT, A Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, hereinafter referred to as "DISTRICT", and COUNTY OF PALM BEACH, a Political Subdivision of the State of Florida, with a mailing address of P.O. Box 21229, West Palm Beach, Florida 33416-1229, hereinafter referred to as "COUNTY".

WHEREAS, the District maintains and controls certain right, title or interest in Lateral Canal No. 18, hereinafter referred to as "L-18 Canal"; and

WHEREAS, COUNTY requires access on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, which access is described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the DISTRICT agrees to provide access to the COUNTY on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, subject to the terms and conditions set forth herein; and

WHEREAS, Florida Statute §163.01, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. DISTRICT agrees to provide access to the COUNTY on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, subject to the terms and conditions set forth herein.
3. COUNTY shall obtain any additional permits required by the DISTRICT and shall pay all associated permit fees.
4. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless DISTRICT against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this agreement, and DISTRICT shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of DISTRICT'S negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's negligent, willful or intentional acts or omissions.
5. To the extent allowed by law, the DISTRICT and COUNTY agree to enact ordinances, resolutions, and to enter into any additional contracts with each other or third parties reasonably necessary to provide effect to this Agreement and the obligations undertaken herein.

6. Except as modified herein, this Maintenance Agreement shall be subject to all applicable provisions of law. A copy of this Maintenance Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.

7. This Maintenance Agreement may only be amended upon mutual written consent of the DISTRICT and COUNTY.

8. This Maintenance Agreement shall become effective upon adoption by the respective governing bodies of the DISTRICT and COUNTY and recordation in Palm Beach County.

9. Any and all notices required or permitted to be given hereunder shall be deemed received three (3) days after same are deposited in U.S. Mail sent via certified mail, return receipt requested.

10. This Maintenance Agreement represents the entire understanding by the parties and supersedes all other negotiations, or agreements, either written or oral, relating to this Agreement.

All notices to the District shall be sent to:

LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484-1105
Att: Mr. William G. Winters

Mary A. Perry, Esq.
50 SE Fourth Avenue
Delray Beach, FL 33483

All notices to the County shall be sent to:

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS
Omelio A. Fernandez, P.E.
P.O. Box 21229
West Palm Beach, FL 33416

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on the day and year first above written.

Approved as to Form and
Legal Sufficiency

LAKE WORTH DRAINAGE DISTRICT

Mark A. Perry, Esq.

By: _____
C. Stanley Weaver, President

Attest: _____
William G. Winters, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. STANLEY WEAVER and WILLIAM G. WINTERS, the President and Secretary, respectively, of the LAKE WORTH DRAINAGE DISTRICT, both of whom are known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the _____ day of _____, 2006.

Notary Public

Notary Stamp or Seal

Approved as to Form and
Legal Sufficiency

PALM BEACH COUNTY, FLORIDA a Political
Subdivision of the State of Florida, BY
ITS BOARD OF COUNTY COMMISSIONERS

County Attorney

By: _____
Chairman

Attest: Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Approved as to Terms and Conditions:

Date: 10/10/06

By: [Signature]
Director, Engineering & Public Works

EXHIBIT A

LEGAL DESCRIPTION

AN EASEMENT IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN BLOCK 41, OF PALM BEACH FARMS COMPANY PLAT No.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, ABUTTING, AND LYING 10.00 FEET NORTH OF, THE FOLLOWING DESCRIBED LINE:

BEGIN AT THE THE INTERSECTION OF THE WEST TRACT LINE OF SAID BLOCK 41, WITH THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD, RECORDED IN OFFICIAL RECORD BOOK 5897, PAGE 1779, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°07'19"E FOR 1040.00 FEET TO THE END OF SAID LINE.

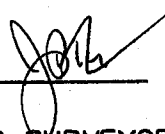
CONTAINING 10,400 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N89°07'19"E ALONG THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD.

ABBREVIATIONS

P.O.B. - POINT OF BEGINNING
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WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
MAPPER NOTED BELOW.


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: OCT 17 2005



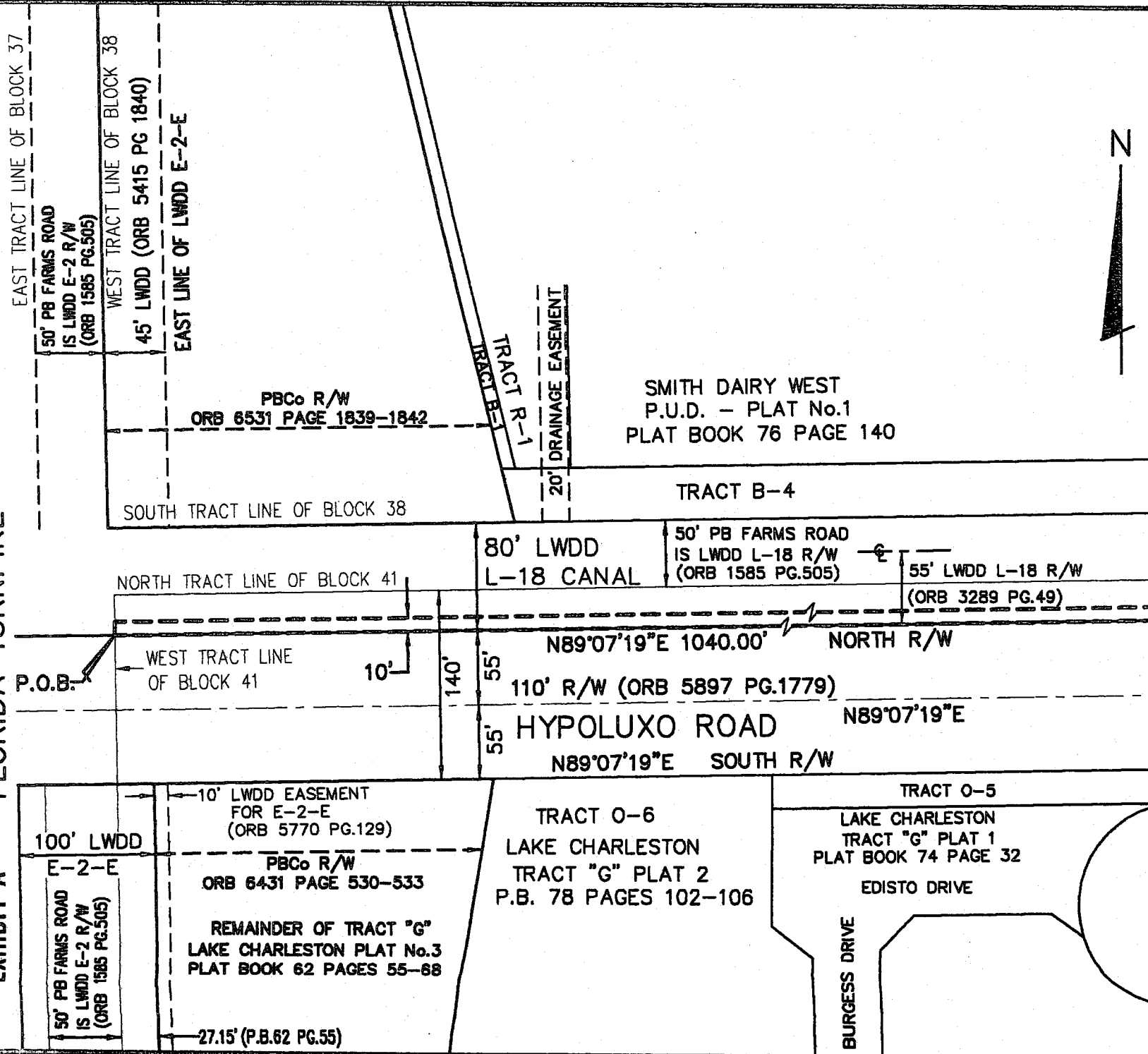
HYPOLUXO ROAD

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 04-064
CHECKED: JEP	SCALE: NONE
MAINTENANCE EASEMENT	DATE: 10/13/05
	SHEET 1 OF 2

EXHIBIT A FLORIDA TURNPIKE



HYPOLUXO ROAD

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
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	SHEET 2 OF 2

THIS SKETCH IS NOT A SURVEY

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY
PERRY & KERN, P.A.
50 SE Fourth Avenue
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LWDD PROJECT NO. 04-331B.28**

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WHEREAS, the District maintains and controls certain right, title or interest in Lateral Canal No. 18, hereinafter referred to as "L-18 Canal"; and

WHEREAS, COUNTY requires access on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, which access is described in Exhibit "A" attached hereto and made a part hereof; and

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WHEREAS, Florida Statute §163.01, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

2. DISTRICT agrees to provide access to the COUNTY on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, subject to the terms and conditions set forth herein.

3. COUNTY shall obtain any additional permits required by the DISTRICT and shall pay all associated permit fees.

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5. To the extent allowed by law, the DISTRICT and COUNTY agree to enact ordinances, resolutions, and to enter into any additional contracts with each other or third parties reasonably necessary to provide effect to this Agreement and the obligations undertaken herein.

6. Except as modified herein, this Maintenance Agreement shall be subject to all applicable provisions of law. A copy of this Maintenance Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.

7. This Maintenance Agreement may only be amended upon mutual written consent of the DISTRICT and COUNTY.

8. This Maintenance Agreement shall become effective upon adoption by the respective governing bodies of the DISTRICT and COUNTY and recordation in Palm Beach County.

9. Any and all notices required or permitted to be given hereunder shall be deemed received three (3) days after same are deposited in U.S. Mail sent via certified mail, return receipt requested.

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Att: Mr. William G. Winters

Mary A. Perry, Esq.
50 SE Fourth Avenue
Delray Beach, FL 33483

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Omelio A. Fernandez, P.E.
P.O. Box 21229
West Palm Beach, FL 33416

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on the day and year first above written.

Approved as to Form and
Legal Sufficiency

LAKE WORTH DRAINAGE DISTRICT

Mark A. Perry, Esq.

By: _____
C. Stanley Weaver, President

Attest: _____
William G. Winters, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. STANLEY WEAVER and WILLIAM G. WINTERS, the President and Secretary, respectively, of the LAKE WORTH DRAINAGE DISTRICT, both of whom are known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the _____ day of _____, 2006.

Notary Public

Notary Stamp or Seal

Approved as to Form and
Legal Sufficiency

PALM BEACH COUNTY, FLORIDA a Political
Subdivision of the State of Florida, BY
ITS BOARD OF COUNTY COMMISSIONERS

County Attorney

By: _____
Chairman

Attest: Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Approved as to Terms and Conditions:

Date: 10/10/06

By: [Signature]
Director, Engineering & Public Works

EXHIBIT A

LEGAL DESCRIPTION

AN EASEMENT IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN BLOCK 41, OF PALM BEACH FARMS COMPANY PLAT No.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, ABUTTING, AND LYING 10.00 FEET NORTH OF, THE FOLLOWING DESCRIBED LINE:

BEGIN AT THE THE INTERSECTION OF THE WEST TRACT LINE OF SAID BLOCK 41, WITH THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD, RECORDED IN OFFICIAL RECORD BOOK 5897, PAGE 1779, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°07'19"E FOR 1040.00 FEET TO THE END OF SAID LINE.

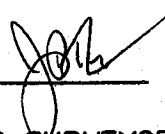
CONTAINING 10,400 SQUARE FEET, MORE OR LESS.


BEARING BASIS: N89°07'19"E ALONG THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD.

ABBREVIATIONS

P.O.B.— POINT OF BEGINNING
P.O.C.— POINT OF COMMENCEMENT
R/W — RIGHT-OF-WAY
O.R.B.— OFFICIAL RECORD BOOK
P.B.— PLAT BOOK
R — RADIUS
Δ — CENTRAL ANGLE
A — ARC LENGTH
LWDD — LAKE WORTH DRAINAGE DISTRICT

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
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MAPPER NOTED BELOW.

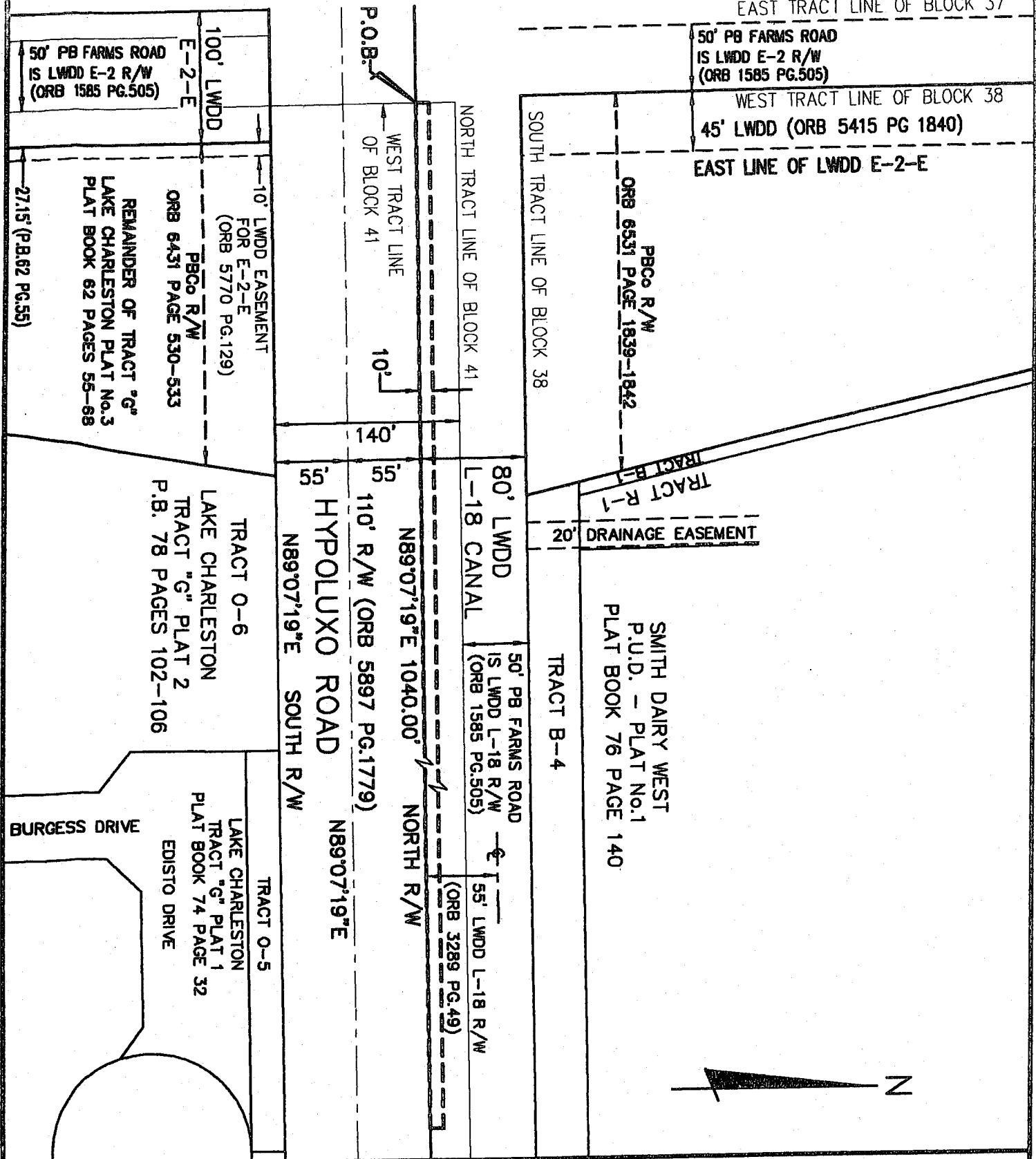

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: OCT 17 2005

 HYPOLUXO ROAD
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 04-064
CHECKED: JEP	SCALE: NONE
MAINTENANCE EASEMENT	DATE: 10/13/05 SHEET 1 OF 2

EXHIBIT A FLORIDA TURNPIKE



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

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MAINTENANCE EASEMENT	DATE: 10/13/05
	SHEET 2 OF 2

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY
PERRY & KERN, P.A.
50 SE Fourth Avenue
Delray Beach, FL 33483

**MAINTENANCE AGREEMENT
LWDD L-18 CANAL
LWDD PROJECT NO. 04-331B.28**

THIS AGREEMENT executed this the ____ day of _____, 2006, by and between the LAKE WORTH DRAINAGE DISTRICT, A Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, hereinafter referred to as "DISTRICT", and COUNTY OF PALM BEACH, a Political Subdivision of the State of Florida, with a mailing address of P.O. Box 21229, West Palm Beach, Florida 33416-1229, hereinafter referred to as "COUNTY".

WHEREAS, the District maintains and controls certain right, title or interest in Lateral Canal No. 18, hereinafter referred to as "L-18 Canal"; and

WHEREAS, COUNTY requires access on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, which access is described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the DISTRICT agrees to provide access to the COUNTY on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, subject to the terms and conditions set forth herein; and

WHEREAS, Florida Statute §163.01, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. DISTRICT agrees to provide access to the COUNTY on, over and across the DISTRICT'S L-18 Canal in order to construct and maintain an embankment and Mechanical Stabilizing Earth Wall (M.S.E.) south of the DISTRICT'S L-18 Canal right-of-way adjacent to the Florida Turnpike, subject to the terms and conditions set forth herein.
3. COUNTY shall obtain any additional permits required by the DISTRICT and shall pay all associated permit fees.
4. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless DISTRICT against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this agreement, and DISTRICT shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of DISTRICT'S negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's negligent, willful or intentional acts or omissions.
5. To the extent allowed by law, the DISTRICT and COUNTY agree to enact ordinances, resolutions, and to enter into any additional contracts with each other or third parties reasonably necessary to provide effect to this Agreement and the obligations undertaken herein.

6. Except as modified herein, this Maintenance Agreement shall be subject to all applicable provisions of law. A copy of this Maintenance Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.

7. This Maintenance Agreement may only be amended upon mutual written consent of the DISTRICT and COUNTY.

8. This Maintenance Agreement shall become effective upon adoption by the respective governing bodies of the DISTRICT and COUNTY and recordation in Palm Beach County.

9. Any and all notices required or permitted to be given hereunder shall be deemed received three (3) days after same are deposited in U.S. Mail sent via certified mail, return receipt requested.

10. This Maintenance Agreement represents the entire understanding by the parties and supersedes all other negotiations, or agreements, either written or oral, relating to this Agreement.

All notices to the District shall be sent to:

LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484-1105
Att: Mr. William G. Winters

Mary A. Perry, Esq.
50 SE Fourth Avenue
Delray Beach, FL 33483

All notices to the County shall be sent to:

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS
Omelio A. Fernandez, P.E.
P.O. Box 21229
West Palm Beach, FL 33416

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on the day and year first above written.

Approved as to Form and
Legal Sufficiency

LAKE WORTH DRAINAGE DISTRICT

Mark A. Perry, Esq.

By: _____
C. Stanley Weaver, President

Attest: _____
William G. Winters, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. STANLEY WEAVER and WILLIAM G. WINTERS, the President and Secretary, respectively, of the LAKE WORTH DRAINAGE DISTRICT, both of whom are known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the _____ day of _____, 2006.

Notary Public

Notary Stamp or Seal

Approved as to Form and
Legal Sufficiency

PALM BEACH COUNTY, FLORIDA a Political
Subdivision of the State of Florida, BY
ITS BOARD OF COUNTY COMMISSIONERS

County Attorney

By: _____
Chairman

Attest: Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

Approved as to Terms and Conditions:

Date: 10/10/06

By: [Signature]
Director, Engineering & Public Works

EXHIBIT A

LEGAL DESCRIPTION

AN EASEMENT IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN BLOCK 41, OF PALM BEACH FARMS COMPANY PLAT No.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, ABUTTING, AND LYING 10.00 FEET NORTH OF, THE FOLLOWING DESCRIBED LINE:

BEGIN AT THE THE INTERSECTION OF THE WEST TRACT LINE OF SAID BLOCK 41, WITH THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD, RECORDED IN OFFICIAL RECORD BOOK 5897, PAGE 1779, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID NORTH RIGHT-OF-WAY, N89°07'19"E FOR 1040.00 FEET TO THE END OF SAID LINE.

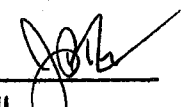
CONTAINING 10,400 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N89°07'19"E ALONG THE NORTH RIGHT-OF-WAY OF HYPOLUXO ROAD.

ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
O.R.B.- OFFICIAL RECORD BOOK
P.B.- PLAT BOOK
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH
LWDD - LAKE WORTH DRAINAGE DISTRICT

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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: OCT 17 2005



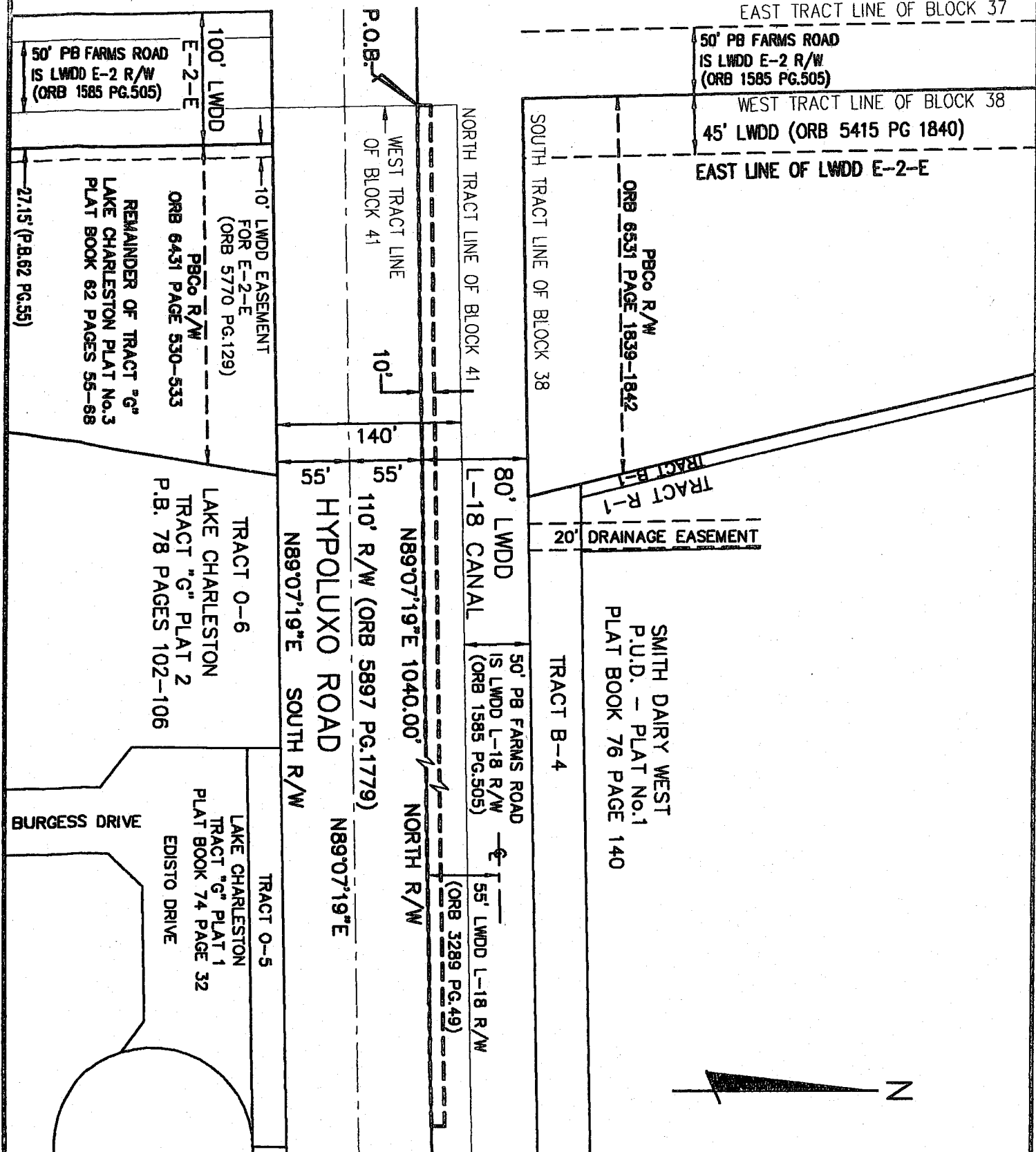
HYPOLUXO ROAD

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 04-064
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MAINTENANCE EASEMENT	DATE: 10/13/05
	SHEET 1 OF 2

FLORIDA TURNPIKE



BROWN & PHILLIPS, INC.

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CERTIFICATE OF AUTHORIZATION # LB 6473
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SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
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MAINTENANCE EASEMENT	DATE: 10/13/05
	SHEET 2 OF 2

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

COPY

PREPARED BY:
MARK A. PERRY, ESQ.
50 SE Fourth Avenue
Delray Beach, FL 33483

PCN _____

Doc. No. 5908-A
Canal No. L-18

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21 day of September, 2006 by **LAKE WORTH DRAINAGE DISTRICT, a Special Taxing District**, existing under the Laws of the State of Florida, and having its principal place of business at 13081 Military Trail, Delray Beach, Florida 33484, First Party, to: **PALM BEACH COUNTY, a Political Subdivision of the State of Florida**, whose post office address is 3200 Belvedere Road, Building 1169, West Palm Beach, Florida 33406-1544, Second Party:

(Whenever used herein the term "First Party" and "Second Party" include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, whenever the context so admits or requires.)

WITNESSETH, That the said First Party, for an in consideration of the sum of Ten (\$10.00) Dollars in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party all the right, title, interest, and demand which the said First Party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:


EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

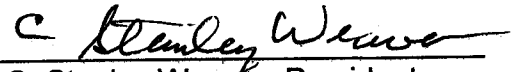
TO HAVE and to HOLD the same together with all and singular the appurtenances thereunto belonging or anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behoof of the said Second Party forever.

IN WITNESS WHEREOF the said First Party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

LAKE WORTH DRAINAGE DISTRICT
A Special Taxing District


William G. Winters, Secretary

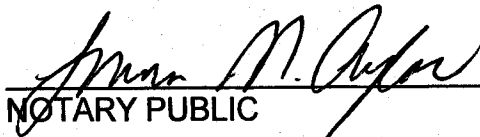
BY: 
C. Stanley Weaver, President
13081 Military Trail
Delray Beach, FL 33484

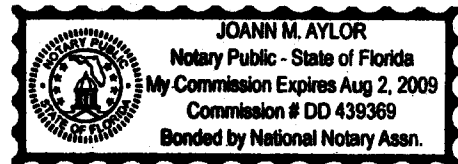
[SEAL]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. STANLEY WEAVER and WILLIAM G. WINTERS, the President and Secretary, respectively of the LAKE WORTH DRAINAGE DISTRICT, both of whom acknowledged executing the foregoing instrument and both of whom are known to me, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 21 day of September, 2006.


NOTARY PUBLIC



Notary Stamp or Seal

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 5, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE 50' ROAD LYING BETWEEN BLOCK 37 AND BLOCK 42, OF PALM BEACH FARMS COMPANY PLAT No.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE THE SOUTHEAST CORNER OF VILLAGES OF WINDSOR PLAT FIVE, RECORDED IN PLAT BOOK 100, PAGE 37, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT, S89°07'34"W FOR 179.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1467.38 FEET; THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°00'58" FOR 307.74 FEET TO THE NORTH TRACT LINE OF SAID BLOCK 42; THENCE ALONG SAID NORTH LINE, N89°01'50"E FOR 705.37 FEET TO THE NORTHEAST CORNER OF TRACT 2 OF SAID BLOCK 42; THENCE N00°58'10"W FOR 50.00 FEET TO THE SOUTHEAST CORNER OF TRACT 127 OF SAID BLOCK 37; THENCE ALONG THE SOUTH LINE OF SAID TRACT 127, S89°01'50"W FOR 217.62 FEET TO THE EAST BOUNDARY OF SAID VILLAGES OF WINDSOR PLAT FIVE; THENCE ALONG SAID EAST BOUNDARY, S08°43'47"W FOR 18.93 FEET TO THE POINT OF BEGINNING.

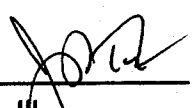
CONTAINING 23,134 SQUARE FEET (0.53 ACRES), MORE OR LESS.

BEARING BASIS: S89°07'34"W ALONG THE SOUTH BOUNDARY OF VILLAGES OF WINDSOR PLAT FIVE.

ABBREVIATIONS

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
O.R.B. - OFFICIAL RECORD BOOK
P.B. - PLAT BOOK
L.A.E. - LIMITED ACCESS EASEMENT
L.B.E. - LANDSCAPE BUFFER EASEMENT
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH
LWDD - LAKE WORTH DRAINAGE DISTRICT

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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: OCT 17 2005



HYPOLUXO ROAD

BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

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LWDD L-18	DATE: 10/13/05
ABANDONMENT	SHEET 1 OF 2

REC 4/13/06 04-33/R28

EXHIBIT A

N

VILLAGES OF WINDSOR PLAT FIVE
PLAT BOOK 100 PAGES 37-41

R=1467.38'
Δ=12°00'58"
A=307.74'

50' L.B.E.

10' UTILITY EASEMENT
5' L.A.E.

179.02'

S89°07'34"W

N89°01'50"E

705.37'

P.O.B.

NORTH TRACT LINE OF BLOCK 42

TRACT 4, BLOCK 42
TRACT 3, BLOCK 42

PALM BEACH FARMS
COMPANY PLAT No.3
(P.B.2, PG.45)

TRACT 3
BLOCK 42
TRACT 2
BLOCK 42

HYPOLUXO ROAD
ORB 9745 PAGE 1403-1412

R=3115.92'

N89°07'34"E

TRACT L-1

VILLAGES OF WINDSOR PLAT FOUR
PLAT BOOK 98 PAGES 162-166

TRACT L-1
100' L.B.E.

PARKWAY EGRESS PARCEL
ORB 9745 PAGE 1403-1412

SOUTH LINE OF
TRACT 127, BLOCK 37
217.62' S89°01'50"W

50' PALM BEACH FARMS ROAD
IS LWDD L-18 R/W
(ORB 1585 PG.505)

EAST LINE OF TRACT 127 BLOCK 37

WEST LINE FLORIDA TURNPIKE AUTHORITY
JUDICIAL COURT MINUTES BOOK 68 PG.545

95' LWDD E-2-W
(ORB 319 PG.275)

50.00'

N00°58'10"W

FLORIDA TURNPIKE

50' LWDD E-2
(ORB 5886 PG.493)
EAST LINE OF TRACT 2 BLOCK 42
WEST LINE FLORIDA TURNPIKE AUTHORITY
JUDICIAL COURT MINUTES BOOK 68 PG.545



HYPOLUXO ROAD

BROWN & PHILLIPS, INC.

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RCC 4/13/06 04-3312.2E