

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 1, 2007

Consent

Regular

Public Hearing

Workshop

Department:

Submitted By: Engineering and Public Works

Submitted For: Engineering Services Division

Palm Beach County Project 2007950

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Adopt:

A. A Resolution approving an Agreement with the Florida East Coast (FEC) Railway for a contract to construct improvements to the existing crossing, for the use of additional FEC right of way for the crossing and to modify the existing License Agreement with the FEC for RCA Boulevard, Department of Transportation Crossing Number 272382-X at Milepost 290+1305.

B. A Budget Amendment of \$648,780 in the County Transportation Trust Fund to recognize a contribution from a developer and appropriate it to RCA Boulevard/FEC Railway Crossing Improvement.

Summary: Palm Beach County holds the License Agreement for the RCA Boulevard crossing over the FEC right-of-way. Public Facilities Agreement R2002-0863 (PFA) with Evergrene PCD requires the addition of exclusive right turn lanes on the east approach and west approach of RCA Boulevard and Alternate A1A (intersection). *(Continued on page 3)*

District: 1 (MRE)

Background and Justification: The PFA requires several improvements including "the addition of exclusive right-turn lanes on both the eastbound and westbound approaches, at the intersection of Alternate A1A and RCA Boulevard." This construction would include crossing the FEC right-of-way located just west of Alternate A1A. *(Continued on page 3)*

Attachments:

1. Location Map
2. Resolution (2)
3. Agreements (3)
4. PFA R2002-0863
5. Copy of checks from Developer
6. Budget Amendment

Recommended By: Charles Rich  
Division Director

3/29/07  
Date

Approved By: Sy T. Weble  
County Engineer

4/9/07  
Date



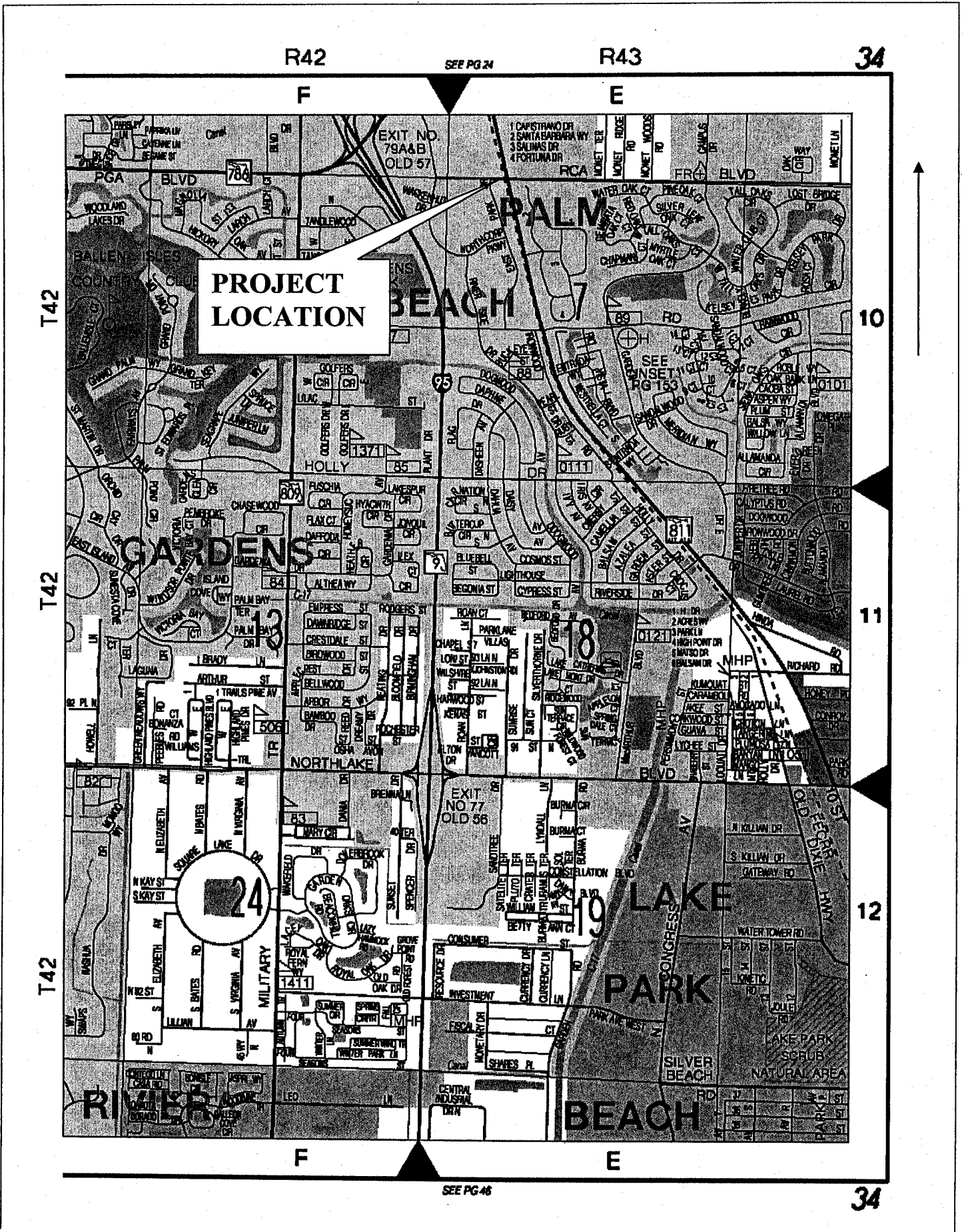
**Summary:** *(Continued from page 1)*

The FEC has prepared an Agreement to update the existing crossing devices and for the utilization of additional FEC right-of-way required to accomplish the construction. The payment of \$648,780 attached hereto, from the Developer, will fund the required construction by the FEC on its right-of-way. The Agreement will also require the increase of the Annual License Fee from \$1 to \$12,000, then increasing by a minimum of 3% annually. The increase in the Annual License Fee will require the addition of \$12,000 to the Annual Railway Maintenance Account. The improvements required to this intersection, other than those on the FEC right-of-way, will require separate funding by the Developer.

**Background and Justification:** *(Continued from page 1)*

The FEC has prepared an agreement for the improvements to be constructed on its right-of-way, as well as for the additional right-of-way required for the exclusive right turn lane on the west approach. These improvements, together with the addition of a south approach and north approach through lane, will satisfy the conditions set forth in the PFA. The FEC will be responsible for maintenance and operation of the devices. The County currently pays 50% of the annual maintenance fee or \$1,573. This Agreement will require that the County pay the entire Annual Maintenance Fee of \$3,146. These fees are subject to a periodic increase determined by the Florida Department of Transportation.

This office, having reviewed said Agreement, recommends the Board adopt the accompanying Resolution authorizing execution of the Agreement.



RCA BOULEVARD AT FLORIDA EAST COAST RAILWAY TRACKS

LOCATION MAP - ATTACHMENT 1

RESOLUTION NO. R-2007-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AUTHORIZING EXECUTION OF A RAILWAY AGREEMENT WITH THE FLORIDA EAST COAST RAILWAY L. L. C. (FEC) AT RCA BOULEVARD.**

**WHEREAS**, through concurrency, Palm Beach County requires Developers to construct roadway improvements to accommodate the additional traffic produced by the proposed development; and

**WHEREAS**, Public Facilities Agreement R2004-0863 relating to Parcels 4.03 & 4.06 also known as Evergrene PCD requires among other improvements the addition of a dedicated right turn lane on the west approach of RCA Boulevard and Alternate A1A; and

**WHEREAS**, RCA Boulevard crosses the East Coast Railway (FEC) tracks and Right -of- Way (R/W) just west of Alternate A1A; and

**WHEREAS**, Palm Beach County holds the license agreement for this crossing with the FEC, and

**WHEREAS**, the FEC requires certain improvements and new terms to the license agreement as a condition to allow the construction of the dedicated right turn lane over its R/W; and

**WHEREAS**, Palm Beach County has secured funding of \$648,780 from the developer, for the construction of the improvements over the FEC R/W; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA:**

That Palm Beach County enter into the agreement with the FEC for the new terms to the license agreement and the construction of the improvements, and

That the Chairman of the Board of County Commissioners be authorized to execute the above referenced agreement with the FEC, as herein described: and

That this RESOLUTION shall take effect immediately upon adoption.

*Attachment*

RESOLUTION NO. 2007-

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote was as follows:

Addie L. Greene, Chairperson

John F. Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

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

**S E A L**

SHARON R. BOCK, CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
(County Attorney)

RESOLUTION NO. R-2007-\_\_\_\_\_

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

**S E A L**

SHARON R. BOCK, CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
(County Attorney)



### LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St. Augustine, Florida 32085), a Limited Liability Company, hereinafter called "RAILWAY" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter called "COUNTY."

#### WITNESSETH:

That the RAILWAY, in consideration of the covenants and conditions hereinafter set forth to be performed and kept by the COUNTY, hereby permits the COUNTY to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right of way and property of RAILWAY, at the RAILWAY'S Milepost 290 + 1,305', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE":

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the COUNTY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event COUNTY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by RAILWAY in performing such work.

The status of the COUNTY is that of a licensee and not lessee, granting the COUNTY the right to use the CROSSING SITE as specified herein.

In consideration of the granting of this Agreement by the RAILWAY, the COUNTY covenants and agrees with the RAILWAY as follows:

1. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed by COUNTY in, on or over the CROSSING SITE without prior consent in writing of the RAILWAY. COUNTY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the COUNTY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or COUNTY upon sixty (60) days prior written notice.

3. COUNTY shall pay an annual license fee in advance to RAILWAY of **\$12,000.00** (Twelve Thousand Dollars), for use of the Crossing. The license fee shall be increased each year on the anniversary date of this Agreement, commencing on the anniversary date of the second year of this Agreement, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the

year preceding the applicable anniversary date of this Agreement by ninety (90) days. No adjustment will be made for decreases in the CPI.

4. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the COUNTY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

5. The COUNTY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If the COUNTY fails to promptly grant the RAILWAY necessary permits, COUNTY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. COUNTY shall promptly pay such amounts upon billing by the RAILWAY.

6. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the COUNTY or RAILWAY, shall be the sole responsibility of the COUNTY.

7. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE at the sole cost of the COUNTY. The WARNING DEVICES are a Type IV, Class III installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C. Installation costs are estimated to be \$403,220.00 as

shown on the estimates for signal installation attached hereto as Exhibit B and incorporated by reference.

In addition, COUNTY shall pay unto RAILWAY annually the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

8. The RAILWAY shall replace the existing 74' wide Type T-modified grade crossing structure with a 112' wide Concrete grade crossing surface (the "SURFACE") along with other improvements as shown on the drawing, attached hereto as part of Exhibit A, in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of COUNTY. Installation costs are estimated to be \$186,576.00 as shown on the estimates for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the new SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the COUNTY. The COUNTY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located

between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the COUNTY under the provisions of this Agreement, at the sole expense of the COUNTY.

9. The COUNTY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The COUNTY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the COUNTY.

10. The COUNTY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

11. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of COUNTY.

12. The COUNTY further covenants to pay the RAILWAY, within sixty (60) days after presentation of the same, all bills submitted by Railway including maintenance bills as set forth

in Paragraph 7 above and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by Railway.

13. At the termination of this Agreement for any cause, or upon termination of the COUNTY'S use of the CROSSING SITE as herein described, all rights of the COUNTY shall terminate and the COUNTY shall remove, under the RAILWAY'S supervision and direction, at COUNTY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

14. The COUNTY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

15. The COUNTY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

16. To the extent permitted by law the COUNTY acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the COUNTY to recover damages set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of COUNTY while acting within the scope of the employee's office or employment under circumstances in which COUNTY, if a private person, would be liable under general laws of this State.

The COUNTY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the COUNTY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

17. (a) COUNTY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the COUNTY. Upon receipt of a bill from RAILWAY, COUNTY shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release COUNTY from any and all other liabilities assumed by COUNTY under the terms of this Agreement, including its obligations under Paragraph 16 hereof. The COUNTY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations COUNTY shall give the

RAILWAY telephonic notice. The COUNTY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the COUNTY.

18. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the COUNTY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the COUNTY to be \$589,796.00 set forth in Exhibit B and COUNTY shall pay such invoice no later than sixty (60) days from the date thereof.

19. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the COUNTY, and at its sole expense.

20. The COUNTY shall promptly pay RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within sixty (60) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the COUNTY.

21. The COUNTY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

22. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



23. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

24. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes all other License Agreements between the RAILWAY and COUNTY with respect to the matters contained herein and more specifically, the existing License Agreement between the RAILWAY and Palm Beach County dated February 21, 1995.

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IN WITNESS WHEREOF, the RAILWAY and the COUNTY have caused this instrument to be executed in their corporate names and respective seals to be hereto affixed in duplicate the day first hereinafter written by the undersigned officials thereunto lawfully authorized.

COUNTY:

PALM BEACH COUNTY, FLORIDA,  
A Political Subdivision of the  
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

ATTEST:  
Sharon R. Bock, Clerk  
Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

S E A L

APPROVED AS TO TERMS &  
CONDITIONS: \_\_\_\_\_

By: Charles Rich  
Engineer

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney

RAILWAY:

Florida East Coast Railroad, L.L.C.  
a Florida Limited Corporation

BY: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Assistant Secretary

Signed, sealed and  
Delivered in the presence of:

By: \_\_\_\_\_

By: \_\_\_\_\_

Witnesses as to RAILWAY:

## **LICENSE AREA**

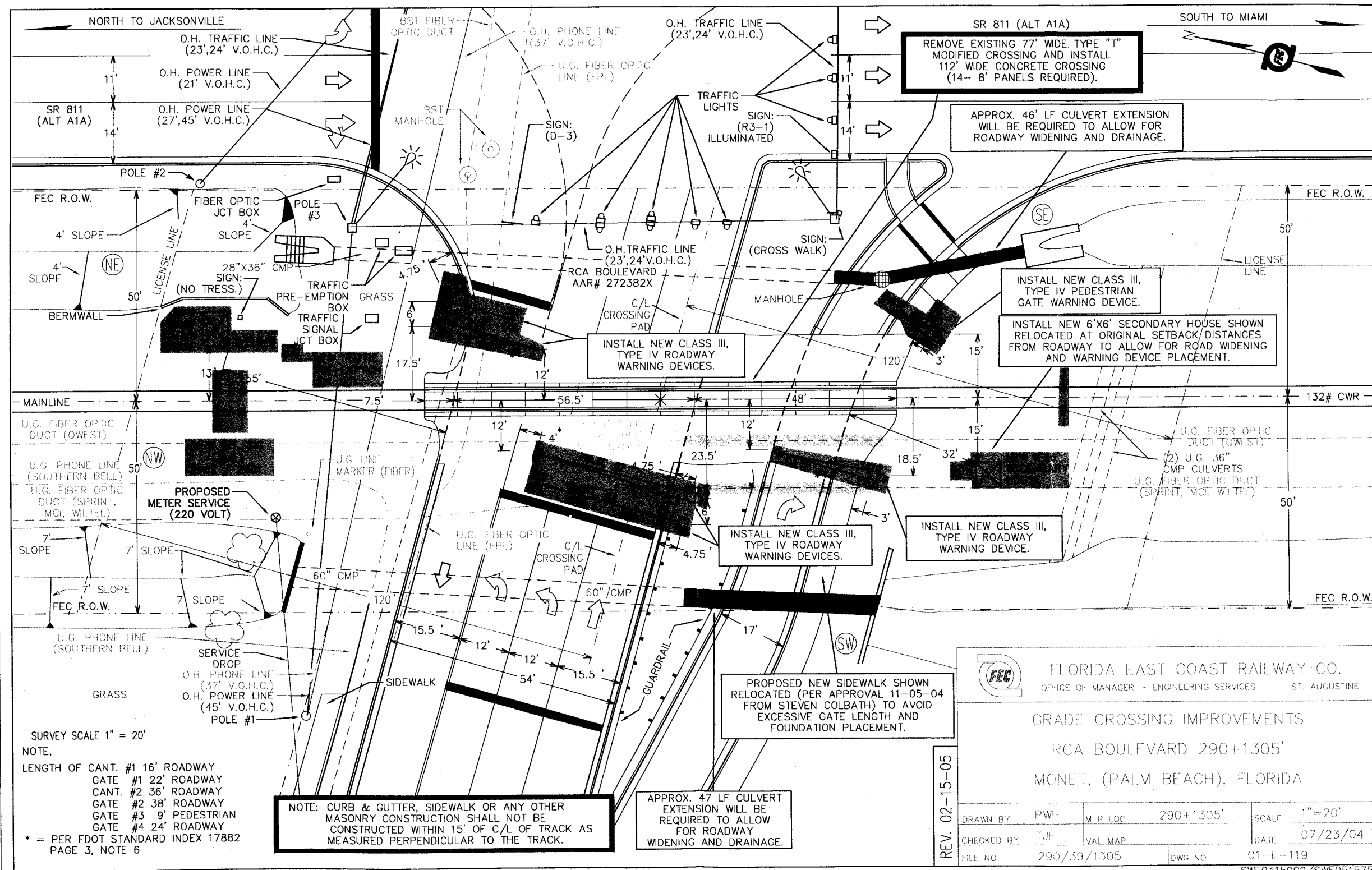
November 7, 2006

File: 290/39/1305

**RCA BOULEVARD – MP 290+1,305' – FDOT # 272382X**

A PARCEL OF LAND WITH UNIFORM WIDTH OF TWO HUNDRED FORTY (240) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT RCA BOULEVARD IN PALM BEACH COUNTY, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED ONE THOUSAND THREE HUNDRED FIVE (1,305) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 290 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK.

**EXHIBIT "A"**



REMOVE EXISTING 77' WIDE TYPE "T" MODIFIED CROSSING AND INSTALL 112' WIDE CONCRETE CROSSING (14- 8' PANELS REQUIRED).

APPROX. 46' LF CULVERT EXTENSION WILL BE REQUIRED TO ALLOW FOR ROADWAY WIDENING AND DRAINAGE.

INSTALL NEW CLASS III, TYPE IV ROADWAY WARNING DEVICES.

INSTALL NEW CLASS III, TYPE IV PEDESTRIAN GATE WARNING DEVICE.

INSTALL NEW 6'X6' SECONDARY HOUSE SHOWN RELOCATED AT ORIGINAL SETBACK/DISTANCES FROM ROADWAY TO ALLOW FOR ROAD WIDENING AND WARNING DEVICE PLACEMENT.

INSTALL NEW CLASS III, TYPE IV ROADWAY WARNING DEVICES.

INSTALL NEW CLASS III, TYPE IV ROADWAY WARNING DEVICE.

PROPOSED NEW SIDEWALK SHOWN RELOCATED (PER APPROVAL 11-05-04 FROM STEVEN COLBATH) TO AVOID EXCESSIVE GATE LENGTH AND FOUNDATION PLACEMENT.

APPROX. 47 LF CULVERT EXTENSION WILL BE REQUIRED TO ALLOW FOR ROADWAY WIDENING AND DRAINAGE.

NOTE: CURB & GUTTER, SIDEWALK OR ANY OTHER MASONRY CONSTRUCTION SHALL NOT BE CONSTRUCTED WITHIN 15' OF C/L OF TRACK AS MEASURED PERPENDICULAR TO THE TRACK.

SURVEY SCALE 1" = 20'  
 NOTE,  
 LENGTH OF CANT. #1 16' ROADWAY  
 GATE #1 22' ROADWAY  
 CANT. #2 36' ROADWAY  
 GATE #2 38' ROADWAY  
 GATE #3 9' PEDESTRIAN  
 GATE #4 24' ROADWAY  
 \* = PER FDOT STANDARD INDEX 17882  
 PAGE 3, NOTE 6

**FEC** FLORIDA EAST COAST RAILWAY CO.  
 OFFICE OF MANAGER - ENGINEERING SERVICES ST. AUGUSTINE

GRADE CROSSING IMPROVEMENTS  
 RCA BOULEVARD 290+1305'  
 MONET, (PALM BEACH), FLORIDA

REV. 02-15-05

DRAWN BY	PWH	M.P. LOC	290+1305'	SCALE	1"=20'
CHECKED BY	TJF	VAL MAP		DATE	07/23/04
FILE NO	290/39/1305	DWG NO	01-E-119		

SWE0415009/SWE0515751

FLORIDA EAST COAST RAILWAY COMPANY  
 SAINT AUGUSTINE, FLORIDA

11/07/06

**MONET: REMOVE EXIST. 74' TYPE "T" CROSSING AND INSTALL 112' OMNI CONCRETE CROSSING  
 RCA BOULEVARD, MP 290+1,305' - FDOT # 272382X  
 FILE: 290/39/1305**

**CROSSING DESCRIPTION**

Length of Crossing Surface: 112 Tf  
 Number of Tracks: 1 Ea  
 Length of Track Panel: 152 Tf

**PAVING DESCRIPTION**

Width (Across Road) 112 Ft  
 Length (Along Road) 80 Ft  
 Projected Lift 3 In

**AGREEMENT DESCRIPTION**

Responsible Party: Palm Beach County  
 Agreement Date:  
 Division of Responsibility  
     Encase Fiber Optic Cable County  
     Maintenance of Traffic County  
     Crossing Surface County  
     Track Materials County  
     Track Construction County  
     Paving County  
     Overtime N/A

**GANG DESCRIPTION**

4 Ft. Lauderdale Section  
 15 Ft. Lauderdale Smoothing  
 1 Crane  
 2 Loader

**COST RECAPITULATION**

<u>Track &amp; Civil Work Item</u>	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Contract</u>	<u>10.00% Contingency</u>	<u>Total</u>	<u>Responsible Party</u>
Encase Fiber Optic Cable	n/a	n/a	n/a	8,700.00	900.00	9,600.00	County
Mobilization/Material Consolidation	2,126.08	3,252.20	n/a	n/a	621.72	6,000.00	County
Construct Track Panel & Place	1,863.31	2,759.86	9,322.45	n/a	1,454.37	15,400.00	County
Maintenance of Traffic/Police Protection	n/a	n/a	n/a	12,800.00	1,300.00	14,100.00	County
Remove Crossing Surface	1,142.57	2,652.46	n/a	n/a	404.98	4,200.00	County
Remove/Replace Structure	3,883.11	9,076.40	n/a	0.00	1,340.49	14,300.00	County
Line & Surface Track	1,013.82	2,344.86	13,335.14	n/a	1,706.18	18,400.00	County
Replace Crossing Surface, As Needed	3,458.58	8,029.06	41,692.20	n/a	5,320.16	58,500.00	County
Place Asphalt	182.75	57.12	n/a	33,600.00	3,460.13	37,300.00	County
Site Cleanup	670.69	707.48	n/a	n/a	221.83	1,600.00	County
Overtime Charge for Weekend Work	n/a	n/a	n/a	n/a	0.00	0.00	N/A
Totals:	14,340.91	28,879.44	64,349.79	55,100.00	16,729.86	179,400.00	

**TRACK & CIVIL PROJECT COST: \$179,400.00**  
**ENGINEERING & SUPERVISION: 7,176.00**  
**TOTAL PROJECT COSTS: \$186,576.00**

**TOTAL SIGNAL IMPROVEMENT PROJECT COST: 403,220.00**

**COST TO BE BORNE BY PALM BEACH COUNTY: \$589,796.00**

**NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST**



FLORIDA EAST COAST RAILWAY  
OFFICE OF THE GENERAL MANAGER  
OF SIGNALS AND COMMUNICATIONS

DATE: 11/08/06  
FILE: 10.2  
TYPE: IV  
CLASS: III  
NO. OF DAYS: 15  
AAR / DOT #: 272382X  
MILE POST: 290+1305'

Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT RCA BLVD.  
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	\$7,479.00	4 EA.	\$29,916.00
GATES	\$500.00	4 EA.	\$2,000.00
GATE FOUNDATIONS	\$575.00	4 EA.	\$2,300.00
ADDITIONAL FLASHING LIGHT ASSEMBLIES	\$1,486.00	2 EA.	\$2,972.00
CANTILEVERS 36' & 18'	\$15,339.00	2 EA.	\$30,678.00
CANTILEVER FOUNDATIONS	\$3,200.00	2 EA.	\$6,400.00
TRAIN SIGNAL EQUIPMENT	\$19,214.00	1 EA.	\$19,214.00
6' X 8' & 4' X 4' WIRED CASES, WITH 1	\$96,860.00	1 EA.	\$96,860.00
GENERATOR CASE W/ TRANSFER SWITCH	\$2,870.00	1 EA.	\$2,870.00
BATTERY BOX	\$675.00	2 EA.	\$1,350.00
BATTERIES, SAFT SPL250	\$215.00	60 EA.	\$12,900.00
MISC. GROUND MATERIAL	\$2,749.33	1 PKG.	\$2,749.33
CONDUIT & DIRECTIONAL BORE	\$45.00	220 FT.	\$9,900.00
CABLE	\$10,073.00	1 PKG.	\$10,073.00
MISCELLANEOUS RELAY EQUIPMENT	\$1,120.00	1 PKG.	\$1,120.00
POWER SERVICE	\$1,800.00	1 EA.	\$1,800.00
MONITORING EQUIPMENT	\$12,985.00	1 PKG.	\$12,985.00
SANITATION & DISPOSAL	\$1,500.00	1 PKG.	\$1,500.00
FREIGHT & HANDLING			\$61,522.00
TAX @ 6.5%			<u>\$15,996.00</u>
<b>TOTAL MATERIALS</b>			<b>\$325,105.33</b>
EXCAVATING EQUIPMENT PER DAY	\$181.00	15 DAYS	\$2,715.00
EQUIPMENT RENTAL PER DAY	\$125.00	15 DAYS	\$1,875.00
FOREMAN'S TRUCK PER DAY	\$35.00	15 DAYS	\$525.00
GANG TRUCK PER DAY	\$63.00	15 DAYS	\$945.00
SUPERVISORS TRUCK PER DAY	\$35.00	15 DAYS	<u>\$525.00</u>
<b>EQUIPMENT TOTAL</b>			<b>\$6,585.00</b>
ENGINEERING	\$8,500.00	1	<u>\$8,500.00</u>
<b>ENGINEERING TOTAL</b>			<b>\$8,500.00</b>
CONSTRUCTION SUPERVISION	\$312.00	15 DAYS	\$4,680.00
LABOR ADDITIVE			<u>\$2,607.00</u>
<b>SUPERVISION TOTAL</b>			<b>\$7,287.00</b>
LABOR PER DAY	\$1,188.90		\$17,834.00
NUMBER OF DAYS	15		
LABOR ADDITIVE			<u>\$10,408.00</u>
<b>TOTAL LABOR</b>			<b>\$28,242.00</b>
GANG EXPENSES PER DAY	\$553.00		
NUMBER OF DAYS	15		
<b>TOTAL GANG EXPENSES</b>			<b>\$8,295.00</b>
<b>SUB-TOTAL</b>			<b>\$384,014.33</b>
CONTINGENCIES 5%			<u>\$19,201.00</u>
<b>TOTAL</b>			<b>\$403,220.00</b>

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

---

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$2,086.00
II	Flashing Signals – Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates – One Track	\$3,146.00
IV	Flashing Signals and Gates – Multiple Tracks	\$3,950.00

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**AUTHORITY:** FLORIDA ADMINISTRATIVE RULE: 14-46.002  
Responsibility for the Cost of Automatic Highway  
Grade Traffic Control Devices

**F. A. RULE EFFECTIVE DATE:** July 22, 1982

**GENERAL AUTHORITY:** 334.044. F. S.

**SPECIFIC LAW IMPLEMENTED:** 335.144.F. S.

\*This schedule was effective July 1, 2006, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

## **FLORIDA DEPARTMENT OF TRANSPORTATION**

Listed Below are signal installations by type and class:

### **FLASHING SIGNALS - ONE TRACK**

Type = 1, Class = 1

### **FLASHING SIGNALS - MULTIPLE TRACKS**

Type = 1, Class = 2

### **FLASHING SIGNALS AND CANTILEVER - ONE TRACK**

Type = 2, Class = 1

### **FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS**

Type = 2, Class = 2

### **FLASHING SIGNALS AND GATE - ONE TRACK**

Type = 3, Class = 3

### **FLASHING SIGNALS AND GATE - MULTIPLE TRACKS**

Type = 3, Class = 4

### **FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK**

Type = 4, Class = 3

### **FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS**

Type = 4, Class = 4

## **TYPE OF TRAFFIC CONTROL DEVICES**

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with gate
- IV Flashing signals with cantilevers & gate

## **CLASS OF TRAFFIC CONTROL DEVICES**

- I Flashing signals - one track
- II Flashing signals - multiple track
- III Flashing signals & gates - one track
- IV Flashing signals & gates - multiple track

## **EXHIBIT "C"**



INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.  
AND INSURANCE REQUIREMENTS

---

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C, or if Contractor is a Government Entity, agrees to the extent permitted by law will indemnify, defend and save harmless the Florida East Coast Railway, L.L.C., from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, L.L.C., employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$5,000,000.00 each occurrence for bodily injury or death and \$3,000,000.00 property damage each occurrence with a \$5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

RETURN TO:  
P.B.C. DEPT. OF ENG. & PUB WKS.  
RIGHT-OF-WAY SECTION  
P.O. BOX 21229 WEST PALM BEACH, FL  
ATTENTION: JOYCE M. BOYER  
RECORDING FEE ACT.# 1010  
WIC Bx 1066

R2002 0863

07/07/2003 12:52:35 20030396639  
OR BK 15484 PG 1400  
Palm Beach County, Florida

**PUBLIC FACILITIES AGREEMENT**

**Relating to**

**Parcels 4.03 & 4.06 also known as the Evergrene PCD**

DEC 04 2006

THIS AGREEMENT is made and entered into effective as of JUN 04 2002, 2002, between COMMUNITIES FINANCE COMPANY, LLC, a Delaware limited liability company ("CFC") and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY").

**RECITALS**

Whereas, CFC is the owner of certain property located in Palm Beach County, Florida known as Parcels 4.03 and 4.06 (Evergrene PCD) as more particularly described on Exhibit "A" attached hereto and made part hereof (The "PROPERTY").

Whereas, CFC submitted a Traffic Impact Study to the COUNTY prepared by Kimley Horn and Associates, Inc. dated February 12, 2001 and revised April 2, 2001 and April 20, 2001 (the "TRAFFIC IMPACT STUDY"), which meets Countywide Traffic Performance Standards ("TPS") provided certain link and intersection improvements are assured and the construction of the proposed project is phased to the construction of certain roadway links as more specifically identified herein.

Whereas, in order to ensure that certain improvements will be constructed, CFC is required to execute a Public Facilities Agreement within six (6) months of issuing the Development order and before the first building permit is issued to ensure compliance with TPS.

NOW, THEREFORE, for and in consideration of these premises, the mutual understanding and conditions contained and assumed herein, the receipt and sufficiency of which are hereby acknowledged, CFC and the COUNTY hereby covenant and agree as follows:

1. For purposes of funding and constructing the Improvements identified in Paragraph 3a-j (the "IMPROVEMENTS"), CFC shall provide the COUNTY ten (10) days prior to commencement of the Improvements, or six (6) months from the issuance of the Development Order, whichever occurs first, Performance Security in the form of a bond in the amount equal to one hundred and ten percent (110%) of the certified engineer's cost estimate for the IMPROVEMENTS, as approved by the County Engineer. The COUNTY shall be authorized to draw against the Performance Security in any amount necessary to finish the construction of IMPROVEMENTS or to make payments to all persons identified in Florida Statutes Section 713.01 should CFC default on the payment and/or performance of the Improvements. COUNTY shall give CFC thirty (30) days advance written notice of its intention to draw funds against the Performance Security. Prior to the expiration of the thirty (30) day notice, CFC shall retain the right to pay the COUNTY all funds requested to be drawn from the Performance Security.

Modified April 4, 2002

R2002 0863

2. In the event construction is commenced on any of the IMPROVEMENTS by the COUNTY, another governmental entity or another party, prior to the time in which CFC must commence construction of the IMPROVEMENTS, CFC's Performance Security and CFC shall be returned in an amount equal to the cost of each IMPROVEMENT thus commenced and CFC shall have no further obligation or liability regarding said IMPROVEMENT.
3. CFC, COUNTY and others are parties to that certain Public Facilities Agreement dated March 29, 2002, for certain improvements related to the Alternate A1A widening ("A1A PUBLIC FACILITIES AGREEMENT"). The project constructed on the Property shall be phased to the following IMPROVEMENTS which are not assured in the A1A PUBLIC FACILITIES AGREEMENT:
  - a. **Alternate A1A-Hood Road to Gardens Parkway.** No more than 855 daily trips (any combination of land use) may be permitted until construction commences for the widening of Alternate A1A from Hood Road to Gardens Parkway.
  - b. **Alternate A1A/PGA Interchange-Alternate A1A from Gardens Parkway to the Loop Road.** No more than 2,708 daily trips (any combination of land use) may be permitted until construction commences for the Alternate A1A/PGA Interchange, which includes the widening of Alternate A1A from Gardens Parkway to the Loop Road.
  - c. **Hood Road-Military Trail to Alternate A1A.** No more than 5,132 daily trips (any combination of land use) may be permitted until construction commences for the widening of Hood Road from Military Trail to Alternate A1A.
  - d. **Alternate A1A and Hood Road.** No more than 5,560 daily trips (any combination of land use) may be permitted until construction commences for the addition of a second northbound left-turn lane at the intersection of Alternate A1A and Hood Road.
  - e. **Alternate A1A and Hood Road.** No more than 5,660 daily trips (any combination of land use) may be permitted until construction commences for adding a northbound through lane, southbound through lane and eastbound through lane at the intersection of Hood Road and Alternate A1A.
  - f. **PGA Boulevard and Victoria Gardens Drive.** No more than 5,905 daily trips (any combination of land use) may be permitted until construction commences for the changing lane configurations on the northbound approach to three left turn lanes, and one right turn lane, at the intersection of PGA Boulevard and Victoria Gardens Drive. In case FDOT does not approve this change in lane configuration, then one additional northbound left turn lane shall be provided.
  - g. **Alternate A1A-Loop Road to south of RCA Boulevard.** No more than 6,500 daily trips (or any combination of land use) may be permitted until construction commences for the widening of Alternate A1A from the Loop Road to south of RCA Boulevard, and addition of exclusive right-turn lanes on both the eastbound

and westbound approaches, at the intersection of Alternate A1A and RCA Boulevard.

- h. **RCA Boulevard and Alternate A1A.** No more than 6,500 daily trips (any combination of land use) may be permitted until construction commences for adding a northbound through lane at the intersection of RCA Boulevard and Alternate A1A.
  - i. **Military Trail and Donald Ross Road.** No more than 6,938 daily trips (any combination of land uses) may be permitted until construction commences for the addition of a second eastbound left turn lane at the intersection of Military Trail and Donald Ross Road.
  - j. At the time of construction of all entrance drives to the site, CFC shall provide exclusive right turn ingress lanes and left turn ingress lanes at all intersections with surrounding public rights-of-way.
4. CFC and COUNTY acknowledge that other development projects may be reliant upon the construction of the Improvements. In order to promote the timely construction of the IMPROVEMENTS, the COUNTY shall not prohibit any other developer from entering into a separate public facilities agreement similar to this Agreement for the construction of any of the IMPROVEMENTS, assuming the COUNTY'S acceptance of the terms and conditions of said Agreement. Nothing in this Agreement shall be construed so as to prohibit the combination of this Agreement with another public facilities agreement to accommodate construction of any of the IMPROVEMENTS.
  5. This agreement is predicated upon the build out date of December 31, 2006 as submitted as part of the approved traffic impact study and TPS as of the effective date. Any extension to the build out date shall require a new traffic study using the most current data and assumptions available at the time showing compliance with TPS in effect at that time, based on the new build out date. CFC shall have the right to submit a revised traffic study at any time to demonstrate that this Agreement may be modified to meet an amended TPS or to demonstrate that the improvement is no longer required to satisfy TPS in effect at that time.
  6. CFC shall be responsible for ensuring that the conditions of approval in the local development order issued by the City of Palm Beach Gardens include the conditions that phase the projects to the improvements and schedule listed herein.
  7. CFC shall receive impact fee credits pursuant to the County's impact fee ordinance for all IMPROVEMENTS constructed by CFC pursuant to this Agreement.
  8. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but by writing signed by all parties to this Agreement.

9. All of the terms and provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and assigns.

10. All notices, requests, consents and other communications required or permitted to be given under this Agreement will be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by electronic communication (whether by telefax, telecopy) addressed as follows:

**If to the County:**

Palm Beach County  
P.O. Box 21229  
160 Australian Avenue  
West Palm Beach, FL 33416  
Attn: Charles R. Walker  
Fax # 561-478-5770

**With a copy to:**

Palm Beach County  
P.O. Box 1989  
301 North Olive Avenue  
West Palm Beach, FL 33416  
Attn: County Attorney  
Fax # 561-355-4398

**If to CFC:**

Communities Finance Company, LLC  
11631 Kew Gardens Avenue Suite 201  
Palm Beach Gardens, FL 33410  
Attn: Tara-Lynn Patton  
Fax # 561-775-1099

**With a copy to:**

Communities Finance Company, LLC  
24301 Walden Center Drive  
Bonita Springs, FL 34134  
Attn: J. Patrick Lennon, Esq.  
Fax #: 941-498-8277

R2002 0863

11. This Agreement and all transactions contemplated by this Agreement will be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of law. Venue in any action, suite or proceeding in connection with this Agreement shall be in Palm Beach County, Florida.
12. In any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or portion thereof had never been contained herein.
13. This Agreement shall be effective upon execution by all parties (the "EFFECTIVE DATE") and shall terminate on December 31, 2006, unless extended by the agreement of the parties.
14. This Agreement contains the entire agreement between the parties with respect to subject matter hereof. No right, duties or obligations of the parties shall be created unless specifically set forth in this agreement or shall be binding and valid unless made in writing and executed and approved by the parties or their successors or assigns.
15. COUNTY'S failure to enforce any provision of this Agreement shall not be considered a waiver of the right to later enforce that or any other provision in this Agreement.
16. This Agreement shall be recorded in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned have her unto set their hands and seals the day and year first above written.

ATTEST:

COUNTY: R2002 0863

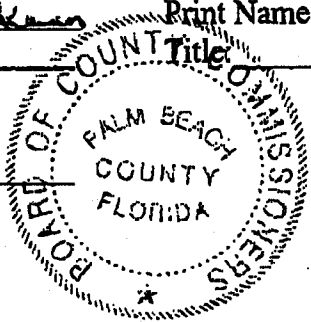
Dorothy H. Wilken  
Clerk of Circuit Court

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: *Pinda C. Hickman*  
Print Name: Pinda C. Hickman  
Title: Deputy Clerk

By: *W. Newell* JUN 04 2002  
Print Name: Warren H. Newell, Chairman  
Title: \_\_\_\_\_

Date: JUN 04 2002



(County Seal)

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS  
& CONDITIONS

By: *Leonard Rogers*  
Print Name: LEONARD ROGERS  
Title: Dist. City Atty

By: *Charles Walker*  
Print Name: Charles Walker  
Title: Dist. Attorney

WITNESSES:

COMMUNITIES FINANCE COMPANY, LLC  
a Delaware limited liability company

*Andre Haluska*  
Name Signed

ANDRE HALUSKA  
Print Name

*Damian O. Desmond*  
Name Signed

DAMIAN O. DESMOND  
Print Name

By: *Tara-Lynn Patton*  
Print Name: Tara-Lynn Patton  
Title: Vice President

R2002 0863

STATE OF FLORIDA            }  
COUNTY OF PALM BEACH    }

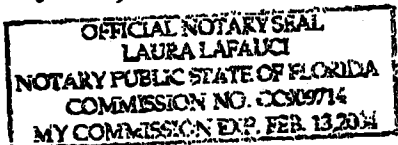
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Tara-Lynn Patton, as Vice President of Communities Finance Company, a Delaware limited liability company, on behalf of the corporation who (X) is personally known to me or ( ) produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of April, 2002.



Notary Public  
State of Florida

(Notary Seal)



Laura LaFauci  
Printed Name of Notary

My Commission Expires: 2/13/2004



KNOW ALL MEN BY THESE PRESENTS THAT COMMUNITIES FINANCE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LANDS SHOWN HEREON, BEING A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF OF SECTION 25, TOWNSHIP 41 SOUTH, RANGE 42 EAST, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 41 EAST, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND SHOWN HEREON AS "EVERGRENE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 89°51'14" WEST, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 130.00 FEET; THENCE SOUTH 01°19'26" WEST, A DISTANCE OF 75.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°19'26" WEST, ALONG THE WEST LINE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, AS RECORDED IN ROAD PLAT BOOK 4 AT PAGE 222 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 5161.45 FEET; THENCE SOUTH 01°18'45" WEST, ALONG SAID WEST LINE, A DISTANCE OF 861.50 FEET; THENCE NORTH 88°08'04" WEST, A DISTANCE OF 660.03 FEET; THENCE SOUTH 01°18'45" WEST, A DISTANCE OF 660.03 FEET; THENCE NORTH 88°08'04" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF HOOD ROAD, A DISTANCE OF 865.72 FEET; THENCE NORTH 01°13'51" EAST, A DISTANCE OF 361.50 FEET; THENCE NORTH 88°08'04" WEST, A DISTANCE OF 361.50 FEET; THENCE SOUTH 01°13'51" WEST, A DISTANCE OF 325.48 FEET; THENCE NORTH 86°59'19" WEST, A DISTANCE OF 69.06 FEET; THENCE NORTH 83°29'50" WEST, A DISTANCE OF 180.59 FEET; THENCE NORTH 88°08'04" WEST, A DISTANCE OF 307.58 FEET; THENCE NORTH 43°27'14" WEST, A DISTANCE OF 56.25 FEET (THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE); THENCE NORTH 01°13'53" EAST, A DISTANCE OF 294.19 FEET; THENCE NORTH 00°18'53" EAST, A DISTANCE OF 250.03 FEET; THENCE NORTH 01°13'51" EAST, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 810.10 FEET; THENCE NORTH 01°22'07" EAST, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID EAST ONE-HALF, A DISTANCE OF 4579.48 FEET; THENCE NORTH 05°01'52" EAST, A DISTANCE OF 250.50 FEET; THENCE NORTH 01°22'07" EAST, A DISTANCE OF 294.29 FEET (THE LAST SEVEN DESCRIBED COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL); THENCE NORTH 45°45'28" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD, A DISTANCE OF 55.96 FEET; THENCE SOUTH 89°51'14" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, LYING 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 2430.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 365.579 ACRES, MORE OR LESS.

R42

SEE PG 15

R43

24

F

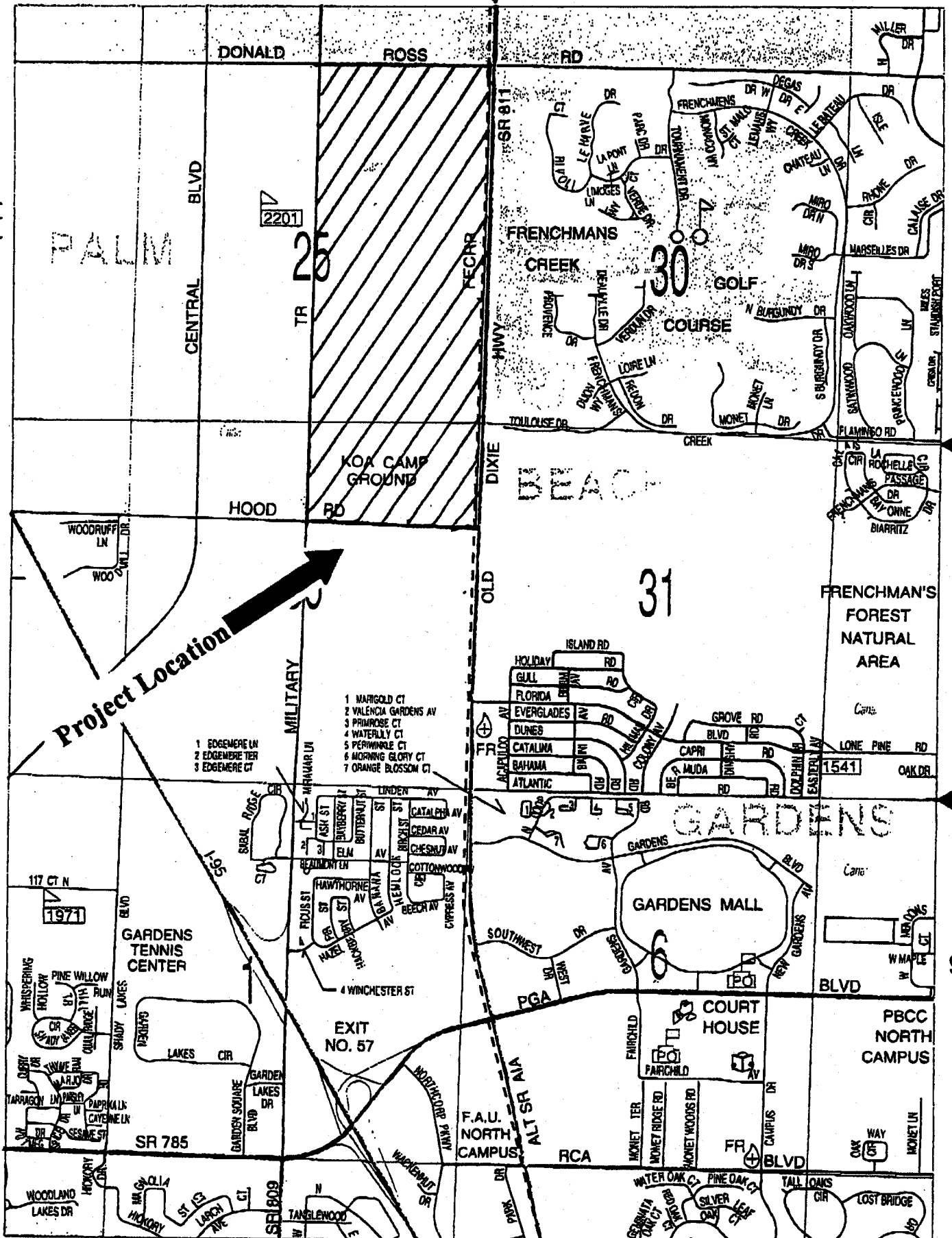
E

T41

T41

T42

Project Location



DONALD ROSS RD

PALM BEACH

FRENCHMAN'S CREEK GOLF COURSE

KOA CAMP GROUND

BEACH

31

FRENCHMAN'S FOREST NATURAL AREA

Project Location

- 1 MARIGOLD CT
- 2 VALENCIA GARDENS AV
- 3 PRIMROSE CT
- 4 WATERLILY CT
- 5 PERIWINKLE CT
- 6 MORNING GLORY CT
- 7 ORANGE BLOSSOM CT

- 1 EDGEWATER LN
- 2 EDGEWATER TER
- 3 EDGEWATER CT

GARDENS MALL

GARDENS TENNIS CENTER

F.A.U. NORTH CAMPUS

PBCC NORTH CAMPUS

0217

SEE PG 36

24

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

# Bay Colony Gateway, Inc.

24301 Walden Center Drive, Boney Springs, Florida 34134

GA-1276  
GTGA

CHECK NO. 00265630

Controlled Disbursement  
Bank of America, N.A.  
Atlanta, DeKalb County GA

DATE  
3/2/2007

Void 180 Days  
after Issue Date

PAY ONLY \$200,000.00

PAY TWO HUNDRED THOUSAND AND 00/100\*\*\*\*\*

Bay Colony Gateway, Inc.

PAY TO THE ORDER OF  
PALM BEACH COUNTY BOARD OF COMMISSIONERS  
2300 NORTH JOG ROAD 4TH FLOOR  
WEST PALM BEACH FL 33411-2743

Two (2) Signatures Required (Over \$500,000)

⑈00265630⑈ ⑆061112788⑆ 329 975 5811⑈

### PALM BEACH COUNTY BOARD OF COMMISSIONERS

Check No. 00265630  
Check Date 3/2/2007  
Vendor No. 30488

Invoice No.	Date	Remark	Amount Paid
022807	2/28/2007	RCA/ALT A1A IMPROVEME	200,000.00
			----- 200,000.00



ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER. SEE BACK FOR DETAILS.

# Bay Colony Gateway, Inc

24301 Walden Center Driv, Bonita Springs, Florida 34134

64-2008  
611GA

CHECK NO. 00265638

Controlled Disbursement  
Bank of America, N.A.  
Atlanta, DeKalb County GA

DATE  
3/2/2007

Void 180 Days  
after Issue Date

PAY ONLY \$\*\*\*448,780.00

PAY FOUR HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY AND 00/100\*\*\*\*\*

PAY TO THE ORDER OF  
PALM BEACH COUNTY BOARD OF COMMISSIONERS  
2300 NORTH JOG ROAD 4TH FLOOR  
WEST PALM BEACH FL 33411-2743

(2) Signatures Required Over \$500,000

⑈00265638⑈ ⑆061112788⑆ 329 975 5811⑈

### PALM BEACH COUNTY BOARD OF COMMISSIONERS

Check No. 00265638  
Check Date 3/2/2007  
Vendor No. 30488

Invoice No.	Date	Remark	Amount Paid
4 02/07	2/28/2007	EVERGRENE PARCEL 4/RCA	448,780.00
			448,780.00

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment**

FUND County Transportation Trust

BGRV032007-321  
BGEX032007-1236

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/20/07	REMAINING BALANCE
<b>REVENUES</b>								
<b>RCA BLVD/FEC RAILWAY CROSSING IMP</b>								
1201-360-2275-6329	Developer Contributions	<u>0</u>	<u>0</u>	<u>648,780</u>	<u>0</u>	<u>648,780</u>		
<b>TOTAL RECEIPTS &amp; BALANCES</b>		57,918,630	57,918,630	648,780	0	58,567,410		
<b>EXPENDITURES</b>								
<b>RCA BLVD/FEC RAILWAY CROSSING IMP</b>								
1201-360-2275-6551	Road & Street Imp	<u>0</u>	<u>0</u>	<u>648,780</u>	<u>0</u>	<u>648,780</u>	0	648,780
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		57,918,630	57,918,630	648,780	0	58,567,410		

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 05/01/07

R.A. Ward

3/20/07

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Deputy Clerk to the  
Board of County Commissioners