Agenda Item #: 31-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 16, 2007	(X) Consent () Workshop	() Regular () Public Hearing
Department			
Submitted By	y: <u>Environmenta</u>	al Resources Management	
Submitted Fo	or: Environmenta	al Resources Management	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Temporary Access and Construction Easement (Easement) in favor of the Northern Palm Beach County Improvement District (NPBCID) for the installation of a water control structure (Structure) over a portion of the Pine Glades Natural Area (Natural Area).

Summary: The Structure will allow water to be held on the Natural Area into the dry season. In the wet season, it will allow excess water on the Natural Area to be discharged to the south, into the storm water system in the Palm Beach Park of Commerce. NPBCID will construct and pay for the Structure and the Structure will be owned by the County following completion of the work. The County will apply to NPBCID for a permit for the operation and maintenance of the portion of the Structure on NPBCID property lying adjacent to the Palm Beach Park of Commerce. The County will operate and maintain the Structure as part of ERM's management activities in the Natural Area. The Term of the Easement is 24 months, to provide flexibility for access and equipment operation in response to variations in weather conditions and water levels on the site. The County and the Palm Beach Park of Commerce were co-applicants to the South Florida Water Management District (SFWMD) for several modifications to an existing Environmental Resource Permit (No. 50-05422-P), including construction of the new structure (Application No. 031208-1). On May 10, 2007 the SFWMD Governing Board approved the requested modifications. The Easement will be granted to NPBCID at no charge as the installation of the Structure benefits the County's Natural Area and is required as part of the County's responsibilities for off-site mitigation activities for the Minto residential development (Okeechobee Lakes). District 1 (JMB)

Background and Justification: The Pine Glades Natural Area is a 6,637-acre site located south of Indiantown Road in unincorporated Palm Beach County. This portion of the Natural Area is bordered on the east by Jupiter Farms and on the south by the Palm Beach Park of Commerce. Because the eastern portion of the Natural Area drains to the east and the south, water levels have historically been higher in this portion of the site. (**Continued on Page 3.**)

Attachments:

1. Location Map

2. Temporary Access and Construction Easement

Recommended by:

| County Administrator | Physical State | Physical State

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:					
Fiscal Years Capital Expenditures Operating Costs	2008	2009	2010	2011	2012
External Revenues Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT				· ·	
# ADDITIONAL FTE POSITIONS (Cumulative)	.				
Is Item Included in Curren Budget Account No.:	t Budget? Fund Program	Yes Department	No O Unit O	bject	
B. Recommended Sour	ces of Fun	ds/Summary of	Fiscal Impact	:	
There is no fiscal in	pact assoc	iated with this i	tem.		
C. Department Fiscal Review:					
		EVIEW COMM			
A. OFMB Fiscal and /o owned by the Count included in the National anticipated project would be the Count OFMB	ıral Areas completion	Fund which shear in the system is in the system is a system in the system.	all begin wit	hin 24 month	s at time of
B. Legal Sufficiency:					
Jemes Br Assistant Co	$\frac{\sqrt{b}-\sqrt{\theta}}{\sqrt{\theta}}$ unty Attor	/4(07 ney			
C. Other Department 1	Review:				
Department	Director				

(Continued from Page 1):

The SFWMD permit to Palm Beach County for the construction and operation of the stormwater system for the Acreage Reliever Road was issued on March 9, 2005. The permit was modified on December 14, 2005 to include the construction and operation of a surface water management system to serve the 250-acre Minto development project (Okeechobee Lakes). One component of the off-site mitigation work for the Minto project was the construction and operation of a water control structure in the southeastern part of the Pine Glades Natural Area that would have discharged into a South Indian River Water Control District (SIRWCD) canal located on the east side of the Natural Area.

In March 2007 the County requested several additional modifications to the permit, including the deletion of the water control structure at the eastern perimeter of the Natural Area and the addition of a water control structure on the southern perimeter of the Natural Area that will discharge into the NPBCID Canal at the Palm Beach Park of Commerce. The modifications were approved by SFWMD on May 10, 2007. The Structure will have the same dimensions and control elevation as the structure that it is replacing. It will be a corrugated aluminum pipe culvert 36" in diameter and approximately 60' long with a fixed plate riser and a bottom-up slide gate. The riser and gate will be installed on the Natural Area and the culvert will extend from the Natural Area through NPBCID's berm and dike and into NPBCID's perimeter canal. The Structure will be located approximately one-half mile west of the location of the originally-permitted structure.

If site conditions are not suitable for construction of the water control structure in 2007, this work will be postponed until the spring of 2008. The proposed Temporary Access and Construction Easement includes a 24-month time period to allow flexibility in response to site conditions. The rights granted by the Easement will automatically terminate and expire 24 months after the effective date of the Easement. The Easement will be terminated and released upon delivery by NPBCID to the County of a Termination and Release of Easement in the form attached as Exhibit "D" to the Easement. The Termination and Release of Easement will also transfer to the County all of NPBCID's right, title and interest in and to the Structure.

Pine Glades South Mitigation Area - Outfall Structure Relocation



Attachment 1

Attachment 2

Prepared by & Return to:
Joe Greco, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

A Portion of PCN: 00-41-41-08-00-000-9000

TEMPORARY ACCESS & CONSTRUCTION EASEMENT

THIS EASEMENT is made this ____day of ______, 20___ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida ("NPBCID"), whose mailing address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418.

RECITALS

WHEREAS, County is the owner of the Pine Glades Natural Area (the "Natural Area"), generally located south of Indiantown Road and north of the Palm Beach Park of Commerce; and

WHEREAS, NPBCID is the owner of certain lands lying immediately south of the Natural Area in Section 17, Township 41 South, Range 41 East (the "NPBCID Canal"); and

WHEREAS, NPBCID has agreed at its sole expense and without recourse to Palm Beach County to construct a water control structure (the "Structure"), more particularly described herein, on that portion of the County's Natural Area more particularly described in <u>Exhibit "A"</u>, attached hereto and made a part hereof (the "TCE Parcel"), which will permit the discharge of surface water from the County's Natural Area into the NPBCID Canal; and

WHEREAS, in contemplation of construction of the Structure, NPBCID has asked County to grant a Temporary Construction Easement ("TCE") to NPBCID at its intended location on the south boundary of the Natural Area; and

WHEREAS, the County acknowledges the Structure will help control water levels within the southeastern portion of the Natural Area; and

WHEREAS, the County wishes to have the opportunity to release excess water from the Natural Area through the Structure into the NPBCID Canal; and

WHEREAS, to facilitate construction of the Structure, NPBCID also requires temporary access to the TCE Parcel by means of a Temporary Access Easement ("TAE") over that portion of the County's Natural Area described in Exhibit "B", attached hereto and made a part hereof, as further depicted in <a href="Exhibit "B-1" (the "TAE Parcel"; the TCE Parcel and the TAE Parcel shall hereafter collectively be referred to as the "Easement Premises" and the Temporary Construction Easement and the Temporary Access Easement shall hereafter be collectively referred to as the "Easement"); and

WHEREAS, NPBCID has further agreed that upon completion of construction by NPBCID and acceptance thereof by the County, title to the Structure will vest in Palm Beach County and the Easement granted hereby will terminate.

NOW THEREFORE, County, for and in consideration of the sum of TEN DOLLARS (\$10.00) to County in hand paid by NPBCID, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to NPBCID and its successors, assigns, authorized employees, consultants, agents, contractors, subcontractors and suppliers, a non-exclusive temporary construction easement in, over, through and across the TCE Parcel for the construction of the Structure upon the TCE Parcel, together with a non-exclusive temporary access easement to the TCE Parcel in, over, through and across the TAE Parcel, subject to the following terms and conditions.

SECTION 1. Conditions To Right Of Usage. The Conditions to Right of Usage of this Easement shall be in accordance with the Specific Conditions in Exhibit "C", attached hereto and made a part hereof. The Structure shall be constructed at NPBCID's sole cost and expense and within the confines of the TCE Parcel (except for the portion of the culvert that passes through the NPBCID dike and berm and into the perimeter canal), in accordance with the approved plans, permits and applicable statutes, rules, regulations, codes and ordinances. NPBCID shall give written notice to County not less than forty-eight (48) hours prior to commencement of construction, and not later than forty-eight (48) hours following final completion of construction. NPBCID shall not be entitled to construct any improvements within the TCE Parcel other than those specifically identified herein.

SECTION 2. <u>Use Limitation</u>. NPBCID acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that NPBCID may not utilize the Easement Premises for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials in areas not specifically permitted under the terms of this Easement.

SECTION 3. Other Obligations.

- A. NPBCID agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's Natural Area.
- B. County will apply to NPBCID for a permit for that portion of the Structure lying within NPBCID's property, which will not be unreasonably withheld.
- C. Upon final completion of construction, County shall promptly notify NPBCID, in writing, of its unqualified acceptance of the Structure, which shall be followed by NPBCID's issuance of a Termination and Release of Easement pursuant to Section 10 below.

SECTION 4. Personal Property. County shall have no liability or responsibility whatsoever for NPBCID's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

SECTION 5. General Liability Insurance. The District throughout the Term (as hereinafter specified) of this Agreement shall maintain in force Commercial General Liability Insurance, including coverage for personal injury, property damage, and contractual liability to support the indemnification clause contained in this Agreement. Such insurance shall be in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) combined single limit, and coverage shall be evidenced by a certificate which contains not less than a thirty (30)-day notice of cancellation to the County of non-renewal or any adverse change in coverage, except that there may be a ten (10)-day notice of cancellation to the County for nonpayment of insurance premiums. In addition to the above,



the District must evidence the following minimum requirements in all Project-related construction contracts with its contractors, agents, subcontractors, consultants and suppliers:

- A. Workers' Compensation coverage in accordance with Florida Statutes;
- B. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00); the County shall be included in the coverage as an additional insured; and
- C. Payment and Performance bonds for the total amount of the Project-related improvements as required under and in accordance with Section 255.05, Florida Statutes.

SECTION 6. <u>Indemnification</u> Subject to and without waiver of the provisions of Section 768.28, Florida Statutes, NPBCID, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes, except as may be incurred due to the negligence or tortious acts or omissions of the County or its agents.

SECTION 7. Contractor Requirements. NPBCID shall require that all work performed by its contractors and subcontractors shall be performed only by duly-licensed contractors specializing in such work, shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion and in conformance with all applicable government laws, regulations, rules, codes and orders.

SECTION 8. No Dedication. The grant of easement contained herein is solely for the use and benefit of NPBCID and NPBCID's authorized agents and employees, and is not intended, and shall not be construed, as a dedication to the public of any portion of the Easement Premises for public use.

SECTION 9. <u>As-Built Drawings.</u> Upon NPBCID's completion of the installation of the Structure, NPBCID shall deliver to County as-built drawings showing the location of the Structure.

SECTION 10. <u>Termination and Release of Easement.</u> This Easement shall be terminated and released upon the first to occur of:

- A. Delivery to the County by NPBCID of a "Termination and Release of Easement" substantially in the form attached hereto as **Exhibit "D"**, following written acceptance of the completed Structure by County; or
- B. Notwithstanding the provisions of Paragraph 10.A, above, this Easement shall automatically terminate and expire twenty-four (24) months after its Effective Date, at which time all of NPBCID's right, title and interest in and to the Structure shall be deemed transferred to and accepted by County.

Upon termination and release of this Easement, all improvements constructed within the Easement Premises that have been accepted by Palm Beach County shall become the sole property of the County. Acceptance of the improvements shall not be unreasonably withheld and shall be evidenced either by a written notice from the Director of the County's Department of Environmental

Resources Management to NPBCID of the County's unqualified acceptance of the improvements delivered in the manner specified in Section 15, below, or by the County's failure to provide a written notice of objection prior to the termination of this Easement in the manner provided in Section 10.B, above. A notice of objection shall specifically identify the reasons for the County's failure to accept the improvements. Upon receipt of such notice of objection, NPBCID shall work diligently to correct such deficiencies to the reasonable satisfaction of County.

SECTION 11. <u>Time of Essence</u>. The parties expressly agree that time is of the essence in this Easement.

SECTION 12. <u>Non-Discrimination</u>. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

SECTION 13. Construction. The terms of this Easement shall not be strictly construed against one party, as opposed to the other party, based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

SECTION 14. Entire Understanding. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

SECTION 15. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, except for the notice prior to commencement of construction, shall be in writing and shall be e-mailed in PDF format, telecopied or faxed, or alternatively shall be sent by United States Mail. The effective date of any notice shall be the date of transmission if telecopied or fax if transmitted before 5 p.m. on a business day and on the next business day if transmitted after 5 p.m. or on a non-business day or if mailed, upon the date of receipt. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Attention: Director
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Attention: Director
Palm Beach County
Environmental Resources Management Department
2300 N. Jog Road – 4th Floor
West Palm Beach, FL 33411-2743
Telephone: 561-233-2400

Fax: 561-233-2414

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With a copy to:

Attention: Real Estate Palm Beach County Attorney's Office 301 North Olive Avenue, Suite 601 West Palm Beach, Florida 33401-4791

Telephone: 561-355-2225 Fax: 561-355-4398

NPBCID:

O'Neal Bardin, Jr., Executive Director Northern Palm Beach County Improvement District 359 Hiatt Drive Palm Beach Gardens, Florida 33418

Telephone: 561-624-7830 Fax: 561-624-7839

E-Mail: oneal@npbcid.org

With a copy to:

Brian LaMotte, P.E. SFRN, Inc. 1201 Belvedere Road West Palm Beach, FL 33405 Telephone: 561-655-1151

Fax: 561-832-9390

E-Mail: blamotte@sfrninc.com

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days' prior written notice to the other parties.

SECTION 16. Governing Law & Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in Palm Beach County, Florida.

SECTION 17. <u>Prohibition Against Assignment</u>. This Easement may not be assigned by NPBCID without the prior written consent of the County.

SECTION 18. <u>Effective Date of Easement</u>. This Easement is expressly contingent upon the approval of the Board of Supervisors of NPBCID and the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties.

SECTION 19. Reservation of Rights. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement, including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

SECTION 20. <u>Contingency</u>. The Easement Premises are included within the lands described in that certain Conservation Easement in favor of the South Florida Water Management District ("SFWMD") as recorded in ORB 20767, Page 1465 (the "Conservation Easement"), which restricts the use of the property described therein.

NPBCID acknowledges that it is familiar with the Conservation Easement and that exercise of the rights granted in this Easement are subordinate to, and shall be consistent with, any restrictions contained in the Conservation Easement. NPBCID further acknowledges that in the event of any conflict with the terms, conditions and restrictions contained in this Easement and the Conservation Easement, the Conservation Easement shall prevail, and if necessary this Easement or the exercise of rights provided herein shall be modified or terminated as needed to comply with the terms, conditions and restrictions contained in the Conservation Easement, and, in such event, County may terminate this Easement upon written notice to NPBCID, whereupon the parties shall be released from all further obligations hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Temporary Access and Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

	IMPROVEMENT DISTRICT, an independent special
	district existing under the laws of the State of Florida
(Witness Signature)	By: Marilyn Jacobs, Vice-President
Tanya W. Quickel (Witness Name Printed)	NPBCID Board of Supervisors ATTEST:
(Witness Signature)	By: Oune Barding
(Witness Name Printed)	Secretary
STATE OF FLORIDA COUNTY OF PALM BEACH	(Seal)
Palm Beach County Improvement Disthe State of Florida () who	was acknowledged before me this day of Vice. Manique Tecops and the President and Secretary, respectively, of the Northern strict, an independent special district existing under the laws of are personally known to me OR () who have
(Official Notarial Seal)	entification and who () did (v) did not take an oath. Notary Public, State of Florida
Notary Public State of Florida Susan P Scheff My Commission DD679951 Expires 08/18/2011	(Type, print or stamp name)
\$	Commission Number:

5	
ATTEST:	COUNTY:
SHARON R. BOCK Clerk & Comptroller	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:Addie L. Greene, Chairperson
	(OFFICIAL SEAL)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Fale & Wally Department Director

EXHIBITS

TO

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

EXHIBIT "A"

TCE PARCEL

EXHIBIT "B"

LEGAL DESCRIPTION OF TAE PARCEL

EXHIBIT "B-1"

AERIAL DEPICTION OF TAE PARCEL

SPECIFIC CONDITIONS OF USE

EXHIBIT "D"

TERMINATION AND RELEASE OF EASEMENT

EXHIBIT "A"

THE "TCE PARCEL"

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DESCRIPTION

A PARCEL OF LAND FOR EASEMENT PURPOSES LYING OVER AND ACROSS A PORTION OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88'56'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 42.49 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE NORTH 88.56'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 55.00 FEET; THENCE NORTH 01°03'46" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°56'14" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 01'03'46" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,475 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

2007 LBFH Inc

THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION FOR NORTH PALM BEACH COUNTY IMPROVEMENT DISTRICT TEMPORARY CONSTRUCTION EASEMENT

SURVEYOR AND MAPPER'S SIGNATURE

1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS
FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

2. NO SEARCH OF THE FUBLIC RECORDS HAS BEEN MADE BY THIS
OFFICE.

BRIAN C. KIERNAN, PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA NO. 6101

CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS "Partners For Results, Value By Design"

A BOYLE ENGINEERING COMPANY 3550 S.W. Corporate Parkway, Palm City, Florida 34990 (772) 286—3883 Fax: (772) 286—3925 BPR & FBPE License No: 959 www.lbfh.com

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Field Book: N/A

Date

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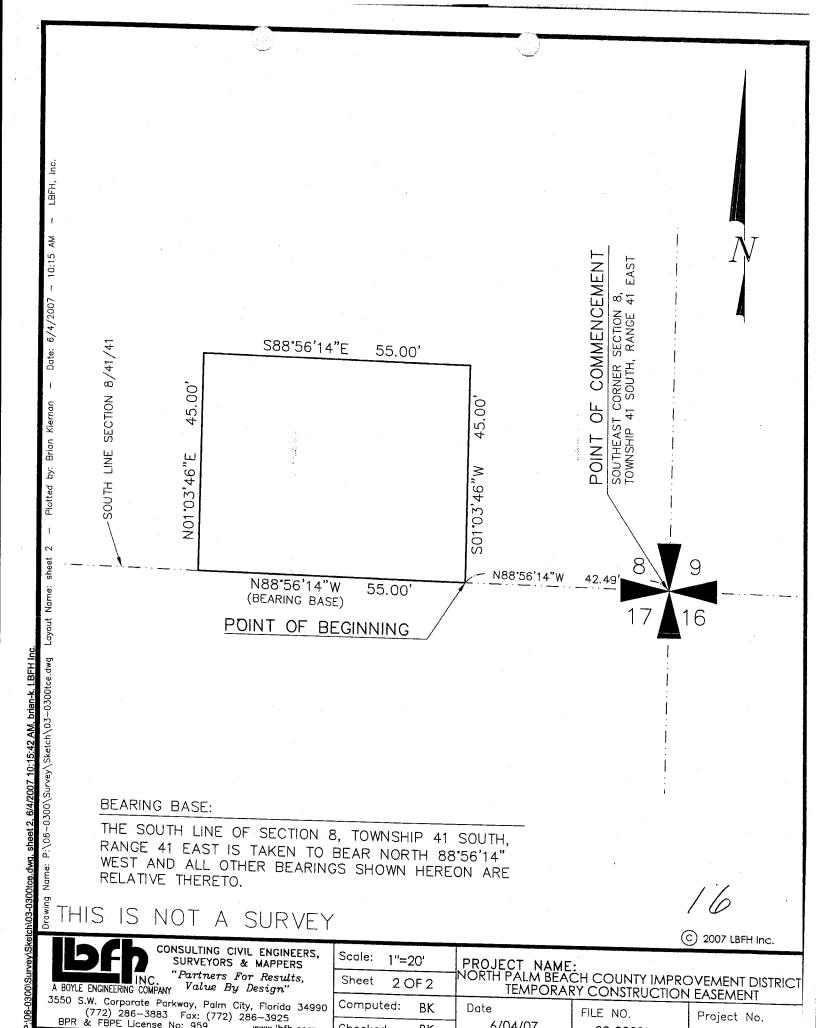
Field: N/A Project No.

REVISIONS:

PROJECT NAME:

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BEARING BASE:

THE SOUTH LINE OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 41 EAST IS TAKEN TO BEAR NORTH 88'56'14" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

NOT A SURVEY

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Scale:	1"=20"
Sheet	2 OF 2

PROJECT NAME:
NORTH PALM BEACH COUNTY IMPROVEMENT DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

Computed: ΒK Checked: BK

6/04/07

FILE NO. 03-0300tce

Project No. 03-0300

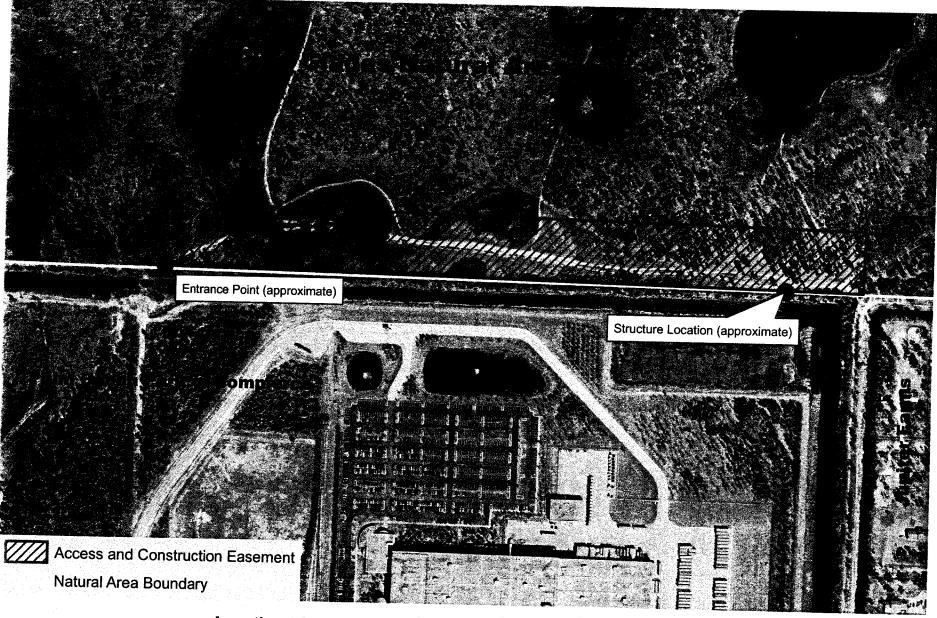
EXHIBIT "B"

LEGAL DESCRIPTION OF THE "TAE PARCEL"

That Part of the South One-Half of Section 8, Township 41 South, Range 41 East, Palm Beach County, Florida, more particularly depicted in EXHIBIT "B-1", attached hereto and made a part hereof, having the dimensions of a rectangle approximately 2,850 feet long and 250 feet wide, containing approximately 16.36 acres.

EXHIBIT "B-1"

AERIAL DEPICTION OF THE "TAE PARCEL"



Location of Temporary Accesss and Construction Easement for Northern Palm Beach County Improvement District



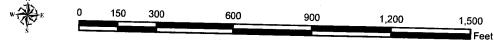


EXHIBIT "C"

SPECIAL CONDITIONS FOR NPBCID'S USE OF TCE AND TAE PARCELS ("EASEMENT PREMISES")

Hours of access and construction shall be from 7:00 a.m. to 5:00 p.m., excluding weekends and County-recognized holidays.

NPBCID shall notify the County by telephone, e-mail of fax not less than 48 hours prior to entrance onto the Easement Premises and not less than 48 hours prior to completion of the work and demobilization of all NPBCID and/or contractor equipment and personnel.

Access to the Easement Premises and construction activities on the Easement Premises shall occur only when water conditions are suitable for those activities, as determined jointly by ERM staff and NPBCID staff.

All activities, including construction staging, storage, and parking, shall be confined to the Easement Premises.

All construction shall be consistent with the requirements of the permit for the Structure issued by the South Florida Water Management District and shall be done using best management practices.

All access and construction-related debris shall be removed from the Easement Premises prior to or during demobilization.

EXHIBIT "D"

TERMINATION AND RELEASE OF EASEMENT

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT, is made as
subdivision of the State of Florida, ("County"), and the NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida ("NPBCID" whose mailing address is 359 Hiatt Drive, Palm Beach Gardens, FL 33418.
WHEREAS, County is the owner of a parcel of land in the Pine Glades Natural Area (th "Natural Area") south of Indiantown Road; and
WHEREAS, on, 2007 County granted that certain Temporar Access and Construction Easement to NPBCID (R2007) (the "Easement); and
WHEREAS, pursuant to the Easement, NPBCID has installed a water control structure (the "Structure") on a portion of the County's parcel of land in the Natural Area described in Exhibit "A", attached hereto and made a part hereof (the "TCE Parcel"); and
WHEREAS, to facilitate construction of the Structure, County granted NPBCID access over the County's parcel of land described in Exhibit "B", attached hereto and made a part hereo (the "TAE Parcel"); and
WHEREAS, the TCE Parcel and the TAE Parcel are collectively referred to in the Easement and hereinafter as the "Easement Premises"; and
WHEREAS, NPBCID has completed the installation of the Structure, and County and al

NOW, THEREFORE, NPBCID hereby sells, grants, transfers, sets over and delivers unto County, its successors and assigns, all improvements comprising the Structure, including, but not limited to a 36" corrugated aluminum pipe culvert (approximately 60' long) with a fixed plate And, NPBCID further covenants and warrants to County it is the lawful owner of said goods and that said goods are free from all liens and encumbrances and that NPBCID has the right to sell, grant, transfer, set over and deliver these goods, and that NPBCID will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

relevant permitting agencies have approved the Structure, and NPBCID wishes to terminate, release, transfer, and disclaim all of NPBCID's interest in the Structure, the Easement Premises

and the Easement to the County.

AND FURTHER, NPBCID hereby terminates and releases all rights granted by the County to NPBCID as contained in that certain Construction Easement granted by County to NPBCID dated	of NPBCID's interest and in Temporary Access and
--	--

IN WITNESS WHEREOF, NPBCID has executed this Termination and Release of Easement as of the day and year first above written. Signed, sealed, and delivered in the presence of: NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district existing under the laws of the State of Florida (Witness Signature) , President ATTEST: (Witness Name Printed) By: _____ (Witness Signature) , Secretary (Witness Name Printed) (Seal) STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ the President and Secretary, respectively, of the Northern Palm Beach County Improvement District, an independent special district existing under the laws of the State of Florida () who are personally known to me <u>OR</u> () who have produced_____ as identification and who ()did ()did not take a oath. (Official Notarial Seal) Notary Public, State of Florida (Type, print or stamp name) Commission Number:

My Commission Expires:

EXHIBIT "A"

THE "TCE PARCEL"

24

10:15

Polador 60/4/BIBBR Kierford 5 AM Date: LBFM/2007

A PARCEL OF LAND FOR EASEMENT PURPOSES LYING OVER AND ACROSS A PORTION OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 88'56'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 42.49 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE NORTH 88°56'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 55.00 FEET; THENCE NORTH 01°03'46" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°56'14" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 01°03'46" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,475 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

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THIS IS NOT A SURVEY

SKETCH AND DESCRIPTION FOR NORTH PALM BEACH COUNTY IMPROVEMENT DISTRICT TEMPORARY CONSTRUCTION EASEMENT

SURVEYOR AND MAPPER'S SIGNATURE

1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS
FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

2. NO SEARCH OF THE FURLIC RECORDS HAS BEEN MADE BY THIS
OFFICE.

BRIAN C. KIERNAN, PROFESSIONAL-SURVEYOR & MAPPER STATE OF FLORIDA NO. 6101

> CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS "Partners For Results, PANY Value By Design"

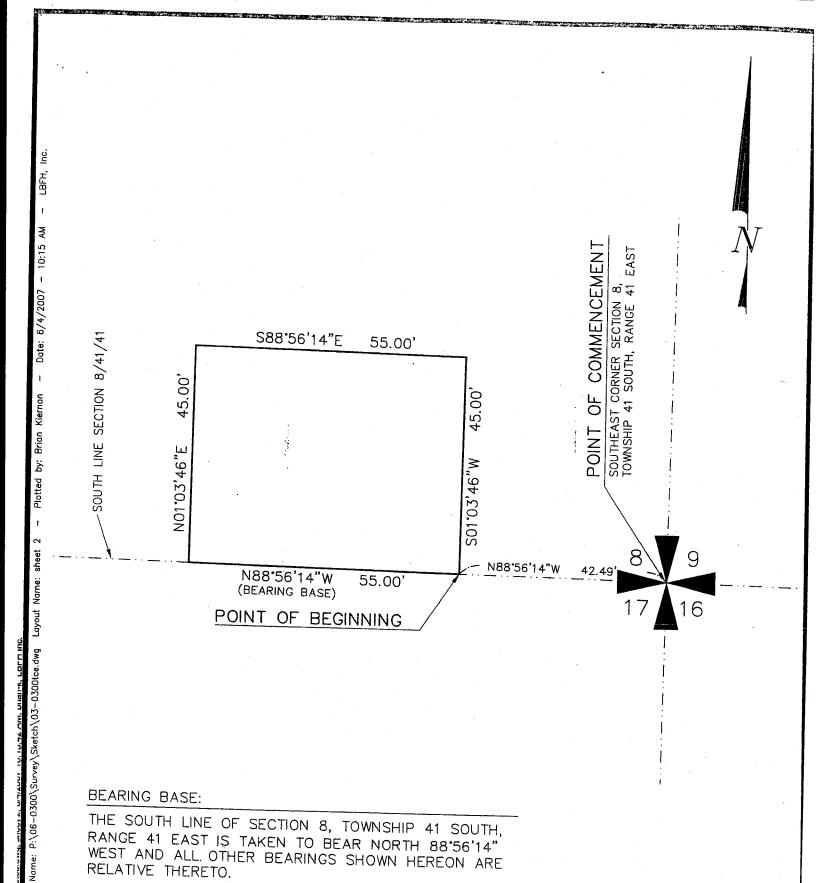
INC. "Partners For Results,
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(772) 286—3883 Fax: (772) 286—3925
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Scale: N/A Sheet 1 OF 2 Field Book: N/A Page: N/A Field: N/A Computed: BK Date FILE NO. Project No. 6/04/07 Checked: BK 03-0300tce 03-0300

PROJECT NAME:

REVISIONS:



BEARING BASE:

THE SOUTH LINE OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 41 EAST IS TAKEN TO BEAR NORTH 88'56'14" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

SURVEY NOT Α

CONSULTING CIVIL ENGINEERS, SURVEYORS & MAPPERS

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Date 6/04/07

FILE NO. 03-0300tce Project No. 03-0300

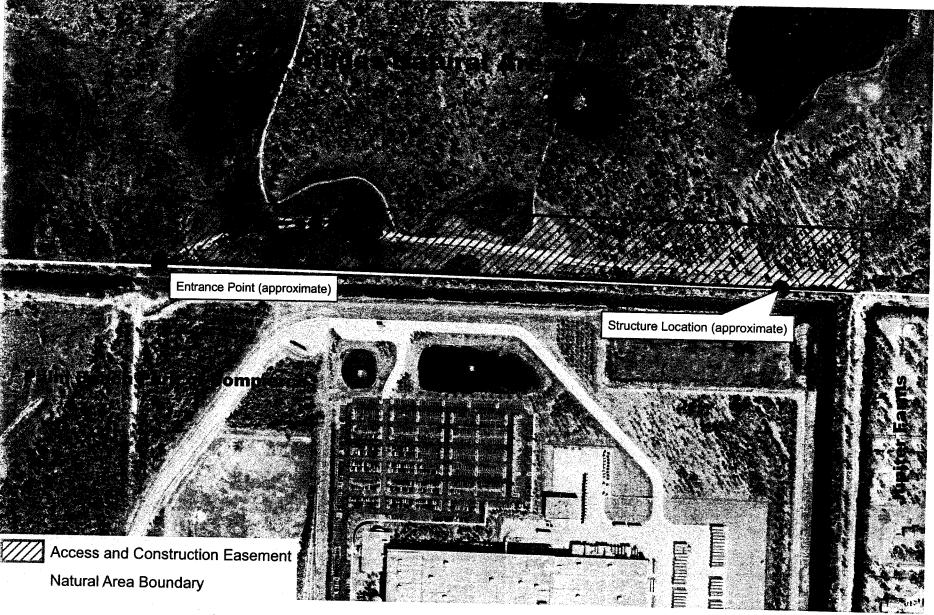
EXHIBIT "B"

LEGAL DESCRIPTION OF THE "TAE PARCEL"

That Part of the South One-Half of Section 8, Township 41 South, Range 41 East, Palm Beach County, Florida, more particularly depicted in EXHIBIT "B-1", attached hereto and made a part hereof, having the dimensions of a rectangle approximately 2,850 feet long and 250 feet wide, containing approximately 16.36 acres.

EXHIBIT "B-1"

AERIAL DEPICTION OF THE "TAE PARCEL"



Location of Temporary Accesss and Construction Easement for Northern Palm Beach County Improvement District



