

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 20, 2007 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) an Interlocal Agreement with the East Central Regional Wastewater Treatment Facilities Operations Board for an allocation of secondary treated effluent from the East Central Regional Water Reclamation Facility (ECRWRF) to the Central Region Reclaimed Water Facility; and B) a non-standard Utility Easement from the City of West Palm Beach to serve reclaimed water to Cypress Lakes.

Summary: This Agreement allocates secondary effluent from the ECRWRF to the Central Region Reclaimed Water Facility. Secondary effluent will be transmitted through an existing pipeline from the ECRWRF to the Central Region Reclaimed Water Facility. The secondary treated effluent will be filtered and disinfected to reclaimed water standards at the Central Region Reclaimed Water Facility providing a drought resistant source of irrigation quality water with an average daily flow capacity of three million gallons per day. The reclaimed water will be conveyed to Century Village, Cypress Lakes and future customers for irrigation. Secondary treated effluent will be allocated from PBCWUD's flow-based share of wastewater treated at the ECRWRF. This Agreement is required to be executed prior to operation of the Central Region Reclaimed Water Facility. The utility easement is necessary for the construction and maintenance of a reclaimed water pipeline to serve the community of Cypress Lakes. The Water Utilities Department concurs with the Utility Easement Agreement provided by the City of West Palm Beach. There is no fiscal impact to the County for acquisition of this easement. (Project No. WUD 05-062) District 2 (MJ)

Background and Justification: The City of West Palm Beach, the South Florida Water Management District and PBCWUD are working together to develop a reclaimed water program as a means of conserving the resources of the surficial aquifer system. On August 19, 2003, the Board approved a Bulk Reclaimed Water Agreement with United Civic Organization, Inc. (R 2003-1217), to provide up to 750,000 gallons of reclaimed water per day to Century Village. United Civic Organization, Inc. (UCO) which is the master homeowner's association for Century Village in suburban West Palm Beach. On June 2, 2004, the Board approved an Agreement (R2004-1449) for the purchase of bulk reclaimed water from the City of West Palm Beach for a five year period not to exceed 750,000 gallons per day. On June 6, 2006, the Board awarded a contract with TLC Diversified, Inc. (R2006- 1007) for construction of the Central Region Reclaimed Water Facility in the amount of \$3,598,000. On February 6, 2007, the Board approved an Alternative Water Supply Program Agreement with the SFWMD (R2007-0161) to fund \$1,000,000 for construction of the Central Region Reclaimed Water Facility and associated piping. On July 10, 2007, the P.B.C. Board of County Commissioners approved a Standard Development Agreement between Palm Beach County and the Cypress Lakes Master Homeowners Association, Inc., (R2007-1134). Cypress Lakes Master Homeowners Association, Inc. is the master homeowners association for the Cypress Lakes community located in suburban West Palm Beach. Cypress Lakes will purchase up to 700,000 gallons of reclaimed water per day to recharge private lakes utilized within Cypress Lakes for irrigation of 130 acres of common landscaped area.

Attachments:

- 1. Location Map
- 2. Five (5) Original Interlocal Agreements
- 3. Two (2) Original Utility Easement

Recommended By: Bruce Beam 11/6/07
Department Director Date

Approved By: [Signature] 11/16/07
Assistant County Administrator Date



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

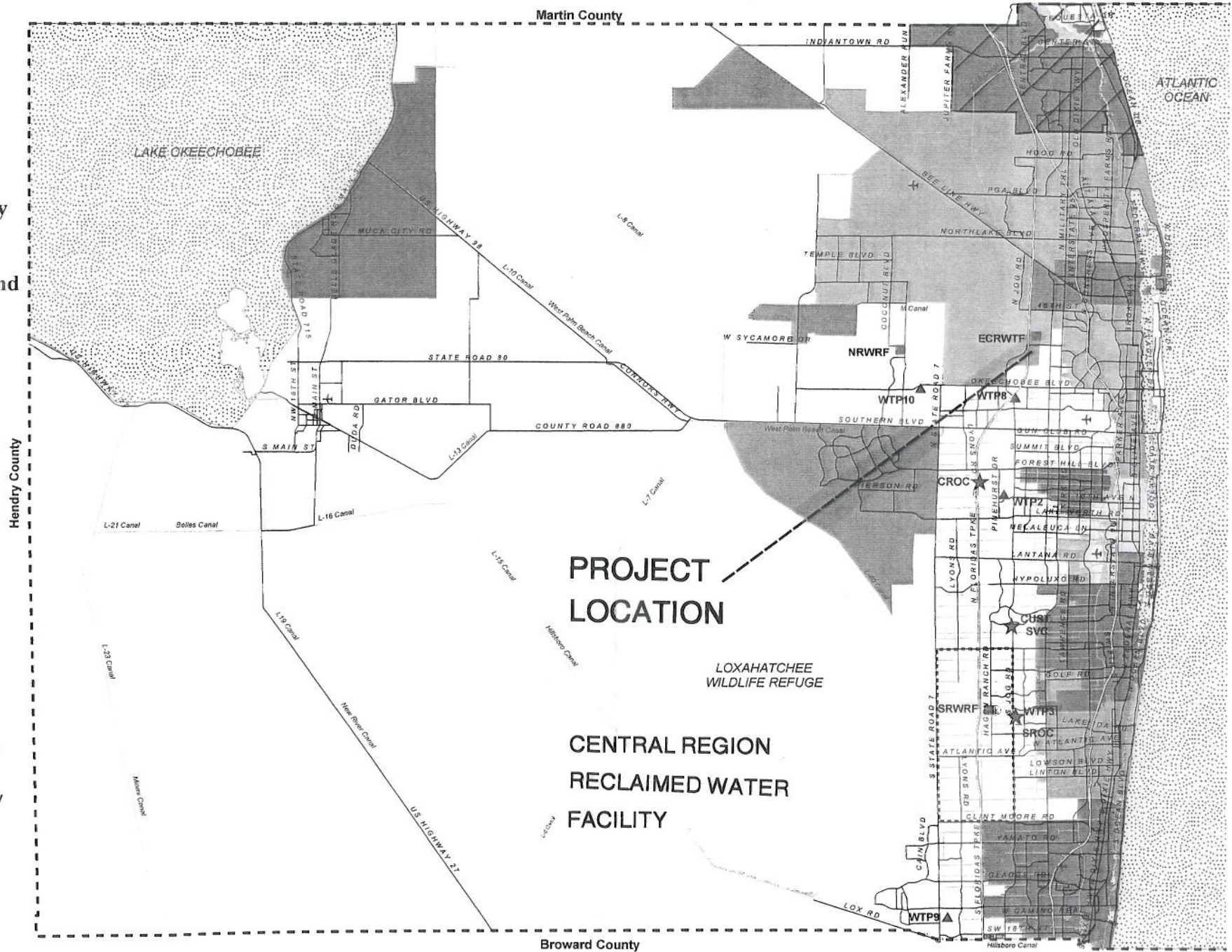
Attachment 1

Legend

- P.B.C.W.U.D. SA
- - - - Mandatory Reclaimed SA
- · - · Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ◻ Wetlands



NOT TO SCALE



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "COUNTY") and the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, through its agent, the City of West Palm Beach (hereafter "ECR").

WITNESSETH:

WHEREAS, on September 9, 1992, the ECR was established by Interlocal Agreement pursuant to the Florida Interlocal Cooperation Act of 1969 ("Interlocal Agreement") by the City of West Palm Beach, Palm Beach County, the City of Lake Worth, the Town of Palm Beach, and the City for the purposes of owning, operating and managing the East Central Regional Wastewater Treatment Facilities;

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Corporation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, on July 20, 2006, the COUNTY started construction of its Central Region Reclaimed Water Facility located on COUNTY property in the Century Village Community (CRRWF). CRRWF is designed for an average daily flow of 3.0 MGD with a peak design of 6.0 MGD. Final completion of construction of the CRRWF is scheduled for September 2007.

WHEREAS, pursuant to ECR Resolution 4-97, the County desires to utilize up to 6.0 MGD of its allocation of secondary treated effluent generated at the ECR

Wastewater Treatment Facilities to create Reclaimed Water at the CRRWF on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

2. The parties acknowledge that this Agreement is intended to satisfy the requirements of Rule 62-610.320(1)(b) F.A.C., as amended from time to time.

3. The parties agree that in construing this Agreement the following terms shall have the meanings indicated:

“Agreement” means this Agreement between the ECR and the COUNTY.

“CRRWF” has the meaning set forth above.

“ECR Property” means that certain parcel of real property comprising the ECR described in the Interlocal Agreement.

“Effluent Metering and Transmission Facilities” means the facilities used to meter and transmit Secondary Treated Effluent to the CRRWF.

“FDEP” means the Florida Department of Environmental Protection, and its successors.

“Point of Delivery” means the point of intake for Secondary Treated Effluent into the Effluent Metering and Transmission Facilities as shown on Exhibit “A” attached hereto.

“Reclaimed Water” means Treated Effluent that has been further treated in the CRRWF.

“Reclaimed Water Disposal Facilities” means those facilities and lands owned and managed by the COUNTY and located outside of the ECR Property used for the disposal of Reclaimed Water by the COUNTY.

“Reclaimed Water Facilities” means the CRRWF, the Effluent Metering and Transmission Facilities, the Reclaimed Water Storage Facilities, and the Reclaimed Water Disposal Facilities.

“Reclaimed Water Storage Facilities” means those facilities and lands for the storage of Reclaimed Water or reject Reclaimed Water owned and managed by the COUNTY and located outside of the ECR Property.

“Secondary Treated Effluent” means Wastewater receiving secondary treatment in the Wastewater Treatment Facilities.

“Wastewater” means the product received by the Wastewater Treatment Facilities for treatment.

“Wastewater Treatment Facilities” means the ECR facilities used in the treatment and disposal of Wastewater, not including the ECR Advanced Wastewater Treatment Facilities.

All other capitalized terms in this Agreement shall have the meaning ascribed to them in the Interlocal Agreement unless otherwise defined in this Section or elsewhere in this Agreement.

4. The COUNTY shall pay all cost and expense of engineering, design, permitting, construction, maintenance and operation of the Reclaimed Water Facilities.

5. The COUNTY shall be responsible for obtaining and maintaining all required governmental permits and approvals for the construction, operation, maintenance, modification or alteration of the Reclaimed Water Facilities. The ECR shall cooperate with the COUNTY in all applications and other efforts to obtain and maintain such governmental permits and approvals. The ECR shall be responsible, subject to the provisions of the Interlocal Agreement and the ECR DEP Plant Permit, for all sampling, testing and reporting requirements relating to the Secondary Treated Effluent up to the Point of Delivery.

6. The COUNTY shall be responsible for the cost of operation, maintenance, renewal and replacement of the Reclaimed Water Facilities in accordance with all required FDEP Reclaimed Water rules, regulations and orders, and all other applicable governmental laws, rules, regulations and orders (collectively "Applicable Laws"). In addition, where the County determines that capital upgrades and operational changes to the Wastewater Treatment Facilities are required for the COUNTY to comply with Applicable Laws relating to, resulting from or arising out of its use of Secondary Treated Effluent and operation of the Reclaimed Water Facilities, the costs for said upgrades and changes shall be allocated to and paid solely by the COUNTY.

7. The COUNTY shall submit the design documents for the Effluent Metering and Transmission Facilities to the ECR for prior approval, which approval shall not be unreasonably delayed. The COUNTY shall construct the Effluent Metering and Transmission Facilities in accordance with the approved design documents. The COUNTY shall not make any modification or alteration to the Effluent Metering and Transmission Facilities without prior approval of the ECR, which approval shall not be

unreasonably withheld or delayed. The COUNTY shall submit to the ECR the design documents for any and each proposed modification or alteration of the Effluent Metering and Transmission Facilities together with the request for approval of such modification or alteration. The COUNTY shall be responsible for the cost of any damages or repairs to the ECR Wastewater Treatment Facilities arising out of or resulting from the construction, modification or alteration of the Effluent Metering and Transmission Facilities. The ECR may periodically calibrate the Effluent Meter with the cost of such calibrations allocated to the COUNTY.

8. Except during any period of time the COUNTY is in default hereunder, the ECR agrees to use all commercially reasonable efforts to cause delivery to the Point of Delivery of the Effluent Meter and Transmission Facilities Secondary Treated Effluent in amounts consistent with the provisions of ECR Resolution 4-97, notwithstanding amendment, modification or repeal of such resolution. The parties agree that, for purposes of this Agreement, the ECR shall remain in possession and control of the Secondary Treated Effluent up to the Point of Delivery and that the COUNTY shall become in possession and control thereof at and after the Point of Delivery. The parties acknowledge that Secondary Treated Effluent supply and demand may vary depending upon a number of factors, including, but not limited to, climatic conditions, plant upsets and wastewater flows into the Wastewater Treatment Facilities.

9. The COUNTY may utilize Secondary Treated Effluent received from the ECR for any and all purposes allowed under the Applicable Laws. The COUNTY shall be responsible for assuring compliance with all Applicable Laws by recipients of Reclaimed Water from the CRRWF.

10. The Reclaimed Water Facilities shall be designed, permitted, installed, maintained, repaired, replaced and operated in compliance with all Applicable Laws and this Agreement. Further the COUNTY covenants and agrees that so long as it operates the Reclaimed Water Facilities it shall be solely responsible for any deviation from such Applicable Laws, including the payment of any and all fines, fees, penalties or damages assessed against the ECR by any governmental agency or third party due to the failure of the Reclaimed Water Facilities to satisfy any requirements of the Applicable Laws.

11. The COUNTY may elect to utilize the Wastewater Treatment Facilities' deep injection wells to meet applicable regulatory requirements, subject to the COUNTY's allocable reserve capacity in the wells.

12. The ECR hereby grants to the COUNTY an easement over the ECR Property as more particularly described in Exhibit "B", for the purpose of construction, operation, maintenance, replacement and renewal of Reclaimed Water Facilities.

13. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representative and ECR's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts.

14. This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such

amendment in writing to the other party at least forty-five (45) days prior to the proposed effective date of the amendment.

15. This Agreement is entered into by the parties pursuant to Section 163.01, Florida Statutes, and shall take effect on the date this Agreement is filed with the Clerk of the Circuit Court for Palm Beach County.

16. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

17. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this Agreement, then the Application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

18. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are:

COUNTY: Palm Beach County Water Utilities
Department Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

ECR: East Central Regional Wastewater
Treatment Facility Operations Board
Attn: Executive Manager
4325 N. Haverhill Road
West Palm Beach, FL 33409
Telephone: (561) 835-7400
Fax: (561) 835-7420

With a copy to: Greenberg Traurig, P.A.
Attn: Phillip Gildan
777 So. Flagler Drive
Suite 300 East
West Palm Beach, FL 33401
Fax: (561) 838-8867

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

19. The Project Manager/Authorized Representative for the ECR is the ECR Executive Manager. The Project Manager/Authorized Representative for the COUNTY is the Palm Beach County Water Utilities Department Deputy Director. Each party retains the right to substitute a new or additional Project Manager/Authorized Representative at any time and from time to time by written notice to the other.

20. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by either party to this Agreement, both parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

21. This Agreement shall be effective when executed by both parties hereto and shall continue in full force and effect until terminated by either party by thirty (30) days written notice.

22. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

23. When the required time for performance of an action under this Agreement falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

24. Notwithstanding any other provisions of this Agreement, ECR and COUNTY expressly acknowledge that they have no pledge of or lien upon any real

property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable under this Agreement.

25. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

26. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

27. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' respective rights relating to the Dispute, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the ECR shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits

which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

28. The COUNTY and the ECR shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

[Signature page follows]

ATTEST:

City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form
And legal sufficiency

By: _____

Date: _____

**EAST CENTRAL REGIONAL
WASTEWATER TREATMENT
FACILITIES OPERATION BOARD**

By: THE CITY OF WEST PALM BEACH
Its: Agent

By: _____
Lois J. Frankel, Mayor

Dated: _____, 2007

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

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

BY: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
County Attorney

Date: _____

BAS 10/25/07

APPROVED AS TO TERMS AND
CONDITIONS:

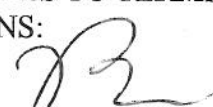
By: 
Department Director

EXHIBIT "A"

POINT OF DELIVERY

20' UTILITY EASEMENT

EXHIBIT A

**A 20' WIDE STRIP OF LAND LYING WITHIN TRACT 56
SUBDIVISION OF SECTION 11,
TOWNSHIP 43 SOUTH, RANGE 42 EAST,
PLAT BOOK 20, PAGE 53
PALM BEACH COUNTY, FLORIDA
FOR
THE ECR WATER RECLAMATION FACILITY**

LEGAL DESCRIPTION:

A 20 FOOT WIDE STRIP OF LAND LYING WITHIN TRACT 56, SUBDIVISION OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, AT PAGE 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE SIDES OF WHICH LIE 10 FEET TO THE RIGHT AND 10 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED CENTER LINE OF EASEMENT (THE SIDES OF SAID EASEMENT SHOULD BE LENGTHENED AND OR SHORTENED AS TO FORM A CONTINUOUS EASEMENT):

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST; THENCE N01°46'56"E ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 55.08 FEET; THENCE S89°41'07"E FOR 30.01 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 30 FOOT ROAD WAY AS SHOWN ON THE SUBDIVISION OF SECTION 11, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20 AT PAGE 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID EAST RIGHT OF WAY LINE BEING COINCIDENT WITH THE WEST LINE OF TRACT 56, OF SAID PLAT OF SUBDIVISION OF SECTION 11; THENCE CONTINUE S89°41'07"E FOR 121.78 FEET; THENCE S86°43'07"E FOR 118.79 FEET; THENCE S87°52'13"E FOR 123.79 FEET; THENCE N89°52'43"E FOR 94.30 FEET; THENCE N01°35'09"E FOR 90.33 FEET; THENCE N01°38'57"E FOR 90.34 FEET; THENCE N04°12'38"E FOR 16.34 FEET; THENCE N13°04'10"E FOR 15.75 FEET TO THE TERMINATION OF THIS CENTER LINE OF EASEMENT.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983 (ADJUSTMENT OF 1990) WEST LINE OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AS ESTABLISHED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT HAVING A BEARING OF NORTH 01°46'56" EAST.

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 5118

LEGEND:

P.B. PLAT BOOK
PG. PAGE(S)
P.O.B. POINT OF BEGINNING

DATED: 8-06-07
WORK ORDER NO. 15457.021 (MISC. SURVEY REF. FILE)

| REVISIONS |
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Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors and Mappers
310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483
(561) 243-8700 - Phone (561) 243-8777 - Fax

| | |
|-------------|--------------|
| DATE: | 8/06/07 |
| SCALE: | N/A |
| DRAWN BY: | S.ISAAC |
| CHECKED BY: | D.C. LAAK |
| SHEET: | 1 OF 2 |
| FILE NO. | 07-15490-SS1 |

EXHIBIT "B"

PREPARED BY AND RETURN TO:

EASEMENT

THIS IS AN EASEMENT made _____, granted by **THE EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD** (hereinafter referred to as "ECR BOARD, whose address is care of the City of West Palm Beach Utility Department, 100 - 45 Street, Suite 15, West Palm Beach, FL 33407, in favor of **PALM BEACH COUNTY** ("Grantee").

RECITALS

WHEREAS, Grantee has requested and the ECR BOARD has agreed to grant to Grantee a non-exclusive easement over and upon that portion of the ECR BOARD Property legally described on **Exhibit "1"** attached hereto (the "Easement Area").

NOW THEREFORE, in consideration of the grants, agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The ECR BOARD hereby grants to Grantee, a perpetual non-exclusive easement over and upon the Easement Area for installation of effluent metering and transmission facilities ("Facilities.") This grant shall permit Grantee the authority to enter upon the Easement Area at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, and inspect the Facilities in, on, over, under and across the Easement Area.
3. Grantee acknowledges and agrees that Grantee's use and enjoyment of and interest in the Easement Area is and shall be strictly limited to that specifically granted herein. Grantee further agrees to exercise the rights granted hereunder in a manner which minimizes the impact upon the ECR BOARD's use and enjoyment of the ECR BOARD's Property.
4. Grantee shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage, pay any liabilities, damages, and fines, and perform any required environmental clean-up and remediation arising out of Grantee's exercise of the rights granted hereby and restore the Easement Area, any improvements now existing or constructed hereinafter therein, to the condition it was in prior to such damage, using materials of like kind and quality.

5. This easement shall inure to the benefit of and shall burden Grantee, and its successors and assigns.

6. Neither the ECR BOARD's nor Grantee's interest in the Easement Area shall be subject to liens arising from Grantee's use of the Easement Area, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Area to be discharged or transferred to bond.

7. The ECR BOARD hereby retains all rights relating to the Easement Area not specifically conveyed by this Easement including the right to use the Easement Area and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Area or the right to use the improvements therein.

8. To the extent permitted by law and subject to and conditional upon the limitations set forth in Section 768.28, Florida Statutes, Grantee, its successors and assigns shall indemnify, defend and hold the ECR BOARD harmless from and against any damages, liability, actions, claims or expenses for the negligent acts of itself, its officers, agents, and employees, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any negligent acts in or upon the Easement Area.

9. It is mutually agreed that the grant of easement contained herein is for the use and benefit of Grantee, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Area for public use.

10. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Easement and the same shall remain in full force and effect.

11. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Palm Beach County, Florida. This Easement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

12. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

13. If the Grantee, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use the same for the purpose for which granted, the Easement described herein shall terminate.

14. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth hereinabove.

ATTEST:

**EAST CENTRAL REGIONAL
WASTEWATER TREATMENT
FACILITIES OPERATION BOARD**

City Clerk

By: THE CITY OF WEST PALM BEACH
Its: Agent

CITY ATTORNEY'S OFFICE
Approved as to form
And legal sufficiency

By: _____
Lois J. Frankel, Mayor

By: _____

Dated: _____, 2007

Date: _____

ATTEST:
SHARON R. BOCK

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

By: _____
Clerk and Comptroller

BY: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Date: _____

By: 
County Attorney

11/15/07

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Department Director

EXHIBIT "1"

EASEMENT AREA

20' UTILITY EASEMENT

EXHIBIT "1"

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LEGAL DESCRIPTION:

A 20 FOOT WIDE STRIP OF LAND LYING WITHIN TRACT 56, SUBDIVISION OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, AT PAGE 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE SIDES OF WHICH LIE 10 FEET TO THE RIGHT AND 10 FEET TO THE LEFT OF THE FOLLOWING DESCRIBED CENTER LINE OF EASEMENT (THE SIDES OF SAID EASEMENT SHOULD BE LENGTHENED AND OR SHORTENED AS TO FORM A CONTINUOUS EASEMENT):

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST; THENCE N01°46'56"E ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 55.08 FEET; THENCE S89°41'07"E FOR 30.01 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 30 FOOT ROAD WAY AS SHOWN ON THE SUBDIVISION OF SECTION 11, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20 AT PAGE 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID EAST RIGHT OF WAY LINE BEING COINCIDENT WITH THE WEST LINE OF TRACT 56, OF SAID PLAT OF SUBDIVISION OF SECTION 11; THENCE CONTINUE S89°41'07"E FOR 121.78 FEET; THENCE S86°43'07"E FOR 118.79 FEET; THENCE S87°52'13"E FOR 123.79 FEET; THENCE N89°52'43"E FOR 94.30 FEET; THENCE N01°35'09"E FOR 90.33 FEET; THENCE N01°38'57"E FOR 90.34 FEET; THENCE N04°12'38"E FOR 16.34 FEET; THENCE N13°04'10"E FOR 15.75 FEET TO THE TERMINATION OF THIS CENTER LINE OF EASEMENT.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983 (ADJUSTMENT OF 1990) WEST LINE OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST, AS ESTABLISHED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT HAVING A BEARING OF NORTH 01°46'56" EAST.

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 5118

LEGEND:

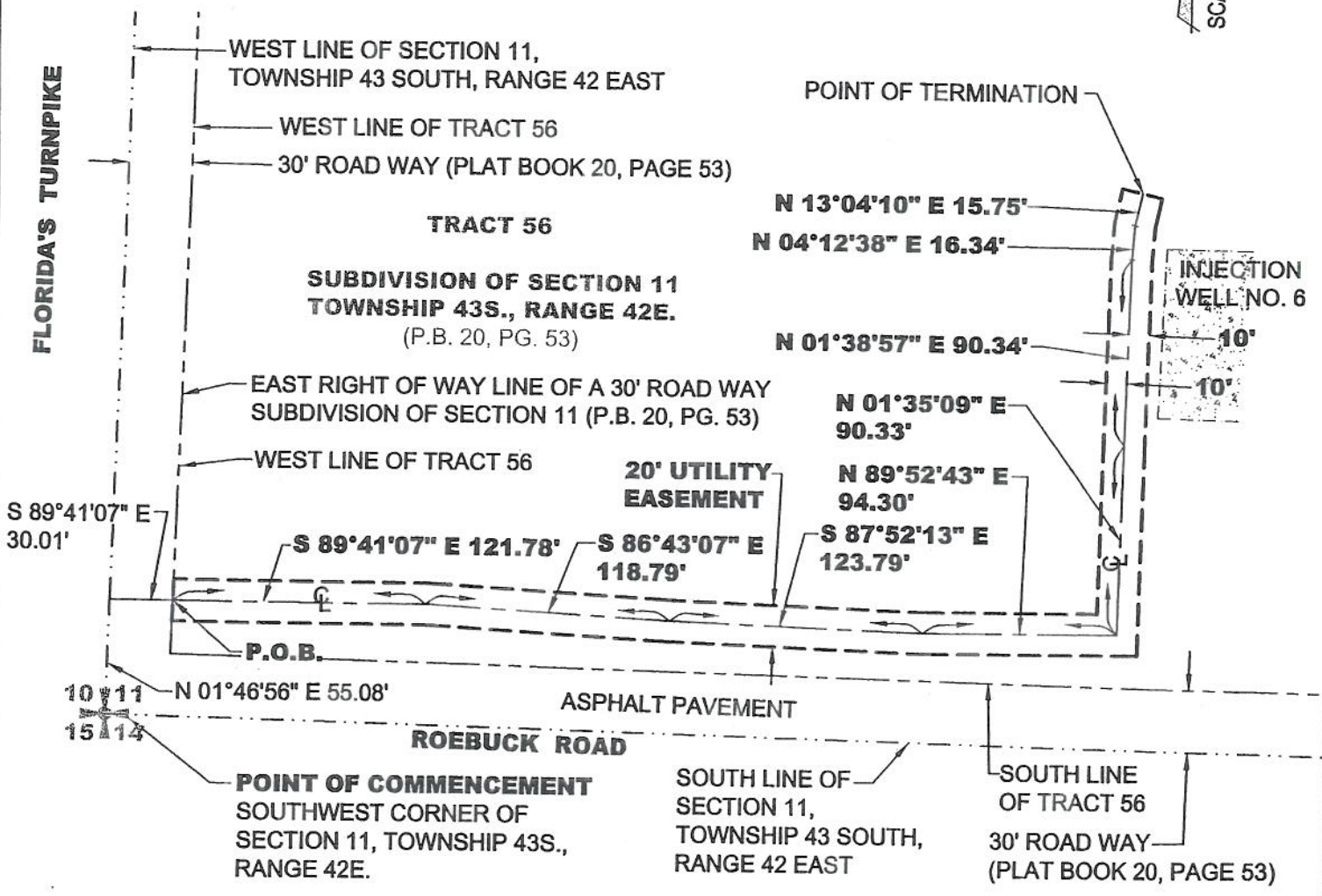
P.B. PLAT BOOK
PG. PAGE(S)
P.O.B. POINT OF BEGINNING

DATED: 8-06-07
WORK ORDER NO. 15457.021 (MISC. SURVEY REF. FILE)

| | | | |
|-----------|---|-------------|--------------|
| REVISIONS |  Heller - Weaver and Sheremeta, inc. Engineers ... Surveyors and Mappers 310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483 (561) 243-8700 - Phone (561) 243-8777 - Fax | DATE: | 8/06/07 |
| | | SCALE: | N/A |
| | | DRAWN BY: | S.ISAAC |
| | | CHECKED BY: | D.C. LAAK |
| | | SHEET: | 1 OF 2 |
| | | FILE NO. | 07-15490-SS1 |

20' UTILITY EASEMENT

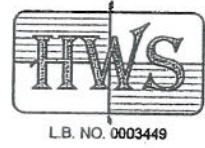
**A 20' WIDE STRIP OF LAND LYING WITHIN TRACT 56,
SUBDIVISION OF SECTION 11,
TOWNSHIP 43 SOUTH, RANGE 42 EAST,
PLAT BOOK 20, PAGE 53
PALM BEACH COUNTY, FLORIDA
FOR
THE ECR WATER RECLAMATION FACILITY**



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MISC. SURVEY
REF. FILE 15457.021

| REVISIONS |
|-----------|
| |
| |
| |
| |



Heller - Weaver and Sheremeta, inc.
Engineers ... Surveyors and Mappers
310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483
(561) 243-8700 - Phone (561) 243-8777 - Fax

| | |
|-------------|--------------|
| DATE: | 8/06/07 |
| SCALE: | 1" = 80' |
| DRAWN BY: | S.ISAAC |
| CHECKED BY: | D.C. LAAK |
| SHEET: | 2 OF 2 |
| FILE NO. | 07-15490-SS2 |

This Instrument Prepared by
and Should Be Returned to:

Vincent J. Noel, PSM
City of West Palm Beach
1000 45th Street, Suite 15
West Palm Beach, FL 33407

Parcel No. 74424314000003000

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and entered into this _____ day of _____, 2007, between the City of West Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 200 2nd Street, West Palm Beach, Florida 33401 ("Grantor") and Palm Beach County, a political subdivision of the State of Florida, whose address is c/o Water Utilities Department, Post Office Box 16097, West Palm Beach, FL 33416 ("Grantee").

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its agents, successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual easement for utility purposes, including, but not limited to water, reclaimed water, and sewer upon, over, under and across that certain parcel of real property owned by the Grantor which is described in Exhibit "A" attached hereto ("Easement Property").

The Grantor represents and warrants to the Grantee that Grantor is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property free and clear of all mortgages, liens, judgments and other encumbrances, except this easement, and that it has good and lawful right to grant this easement. The Grantor hereby grants this easement subject to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This easement shall permit the Grantee, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, repair, replace and improve such utilities.

The Grantee shall restore the surface of the Easement Property after any excavation of the Easement Property and shall keep the Easement Property free from trash, debris and safety hazards following any repair or maintenance of the utilities. The

Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the Grantee's use of the Easement Property as permitted hereby. The Grantee shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

Failure to use the Easement Property or the abandonment of the Easement Property shall constitute a termination of this Easement.

This easement shall run with the land and shall be binding upon the Grantor, all parties entitled to use or possession of the Easement Property by or through the Grantor, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

Grantee shall indemnify, defend and hold Grantor and its respective commissioners, officers, agents and employees harmless from and against any and all injury, loss, cost, damage, expense, action, threat, demand, suit, proceeding, judgment, or liability of any nature whatsoever arising out of Grantee's negligent or wrongful act or omission in connection with this easement or Grantee's use of the Easement Property. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond 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 negligence, willful or intentional acts or omissions.

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

**GRANTOR:
CITY OF WEST PALM BEACH**

WITNESSES:

By: _____
Lois J. Frankel, Mayor

Witness Signature

Printed Name

Attest: _____
City Clerk

Witness Signature

Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by Lois J. Frankel, Mayor of the City of West Palm Beach, who is personally known to me.

Notary Public
My commission expires:

**GRANTEE:
PALM BEACH COUNTY**

WITNESSES:

Witness Signature

Printed Name

Witness Signature

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

By _____

Print Name: Addie L. Greene

Title: Chair person

BAJ 11/15/07

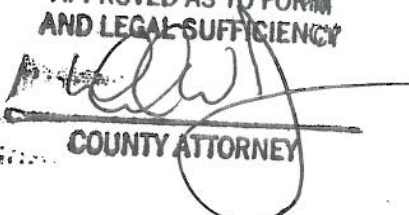
Attest:

Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, the _____ of Palm Beach County. He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public
My commission expires:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS
By: 
Department Director

**CYPRESS LAKES RECLAIMED WATERMAIN EXTENSION PROJECT
UTILITY EASEMENT**

Exhibit "A"

PCN:74-42-43-14-00-000-3000

A STRIP OF LAND LYING IN THE WEST ONE-HALF OF SECTION 14,
TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN THE WEST ONE-HALF OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 42 EAST; THENCE S88°24'46"E ALONG THE SOUTH LINE OF SAID SECTION 14 FOR A DISTANCE OF 637.10 FEET TO THE POINT OF BEGINNING; THENCE N01°35'14"E DEPARTING FROM THE SOUTH LINE OF SAID SECTION 14 FOR A DISTANCE OF 10.00 FEET; THENCE S88°24'46"E ALONG A LINE PARALLEL WITH AND 10.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 14 FOR A DISTANCE OF 1970.18 FEET; THENCE N51°18'06"E FOR 77.84 FEET; THENCE N01°47'32"E ALONG A LINE PARALLEL WITH AND 15.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 14 FOR A DISTANCE OF 605.37 FEET; THENCE S88°12'28"E FOR 5.00 FEET; THENCE N01°47'32"E ALONG A LINE PARALLEL WITH AND 10.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 14 FOR A DISTANCE OF 3406.49 FEET, SAID EAST LINE BEING COINCIDENT WITH THE WEST LINE OF CYPRESS LAKE PLAT NO. 9 A P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, AT PAGES 172 AND 173, AND THE WEST LINE OF TRACT "B" CYPRESS LAKES PLAT NO. 7-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGES 31 THROUGH 33 OF THE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE S88°12'28"E FOR 10.00 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 14; THENCE S01°47'32"W ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 14 FOR A DISTANCE OF 4012.20 FEET; THENCE S51°18'06"W FOR A DISTANCE OF 92.70 FEET; THENCE N88°24'46"W ALONG THE SOUTH LINE OF THE SAID SECTION 14 FOR A DISTANCE OF 1973.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

HELLER-WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 5118

NOTES:

- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY ("THIS IS NOT A SURVEY").
- 2) THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF TRACT "A", CYPRESS LAKES PLAT NO. 7-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46 AT PAGES 31 THROUGH 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF SOUTH 01°47'32" WEST.

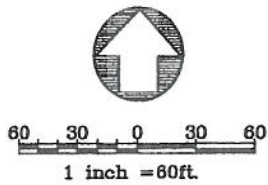
| | | | | |
|--------------------|---|--|-------------|------------------|
| REVISIONS |  E.B. NO. 0003449 | Heller - Weaver and Sheremeta, inc. Engineers ... Surveyors and Mappers 310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483 (561) 243-8700 - Phone (561) 243-8777 - Fax | DATE: | 4/24/07 |
| REVISED PER COUNTY | | | SCALE: | N.T.S. |
| COMMENTS 5-29-07 | | | DRAWN BY: | S.JSAAC |
| | | | CHECKED BY: | D. LAAK |
| | | | SHEET: | 1 OF 2 |
| | | | FILE NO.: | 07-15489.001-SS3 |

**CYPRESS LAKES RECLAIMED WATERMAIN EXTENSION PROJECT
UTILITY EASEMENT**

PCN: 74-42-43-14-00-000-3000

Exhibit "A"
(Cont.)

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NORTH LINE P.B. 46, PGS. 31-33

DRAINAGE EASEMENT
E.P.B. CANAL NO. 11
(O.R.B. 2802 PGE 958)

S88°12'28"E 10.00'

10' UTILITY EASEMENT

NOT PLATTED

WEST 1/2 OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 42 EAST

PCN: 74-42-43-14-00-000-3000

S88°12'28"E 5.00'

15' UTILITY EASEMENT

CYPRESS LAKES
PLAT NO. 7-A
GOLF COURSE
TRACT "A"
(PLAT BOOK 46, PAGES 31-33)

CYPRESS LAKES
PLAT NO. 9
(PLAT BOOK 59, PAGE
172-173)

WEST LINE OF
SECTION 14,
TOWNSHIP 43 SOUTH,
RANGE 42 EAST

BOTTOM
OF SLOPE

CENTURY VILLAGE
PLAT NO. 9
(PLAT BOOK 29, PAGE 82)

TOP
OF SLOPE

10' UTILITY EASEMENT

40' ROAD RIGHT OF WAY
(O.R.B. 1908, PG. 1017)

EAST LINE WEST 1/2
OF SECTION 14,
TOWNSHIP 43 SOUTH,
RANGE 42 EAST

BOTTOM
OF SLOPE

6' HIGH CHAINLINK
FENCE

S88°24'46"E 1970.18'

LEGEND

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.B. = POINT OF BEGINNING
- PCN = PROPERTY CONTROL NUMBER

N01°35'14"E
10.00'

S88°24'46"E
637.10'

15 14

22 23

**POINT OF
COMMENCEMENT**
SOUTHWEST CORNER
OF SECTION 14,
TOWNSHIP 43 SOUTH,
RANGE 42 EAST

SOUTH LINE OF SECTION 14,
TOWNSHIP 43 SOUTH,
RANGE 42 EAST

CENTURY VILLAGE
PLAT 8
(PLAT BOOK 29, PAGE 57)

N01°47'32"E
605.37'

S88°12'28"E 10.00'

S88°12'28"E 5.00'

N01°47'32"E
3406.49'

S01°47'32"W
4012.20'

N51°18'06"E
77.84'

S51°18'06"W
92.70'

N88°24'46"W
1973.85'

P.O.B.

BERM

TRACT "B"
(P.B. 46, PGS. 31-33)

| |
|--|
| REVISIONS |
| REVISED PER COUNTY COMMENTS 5-29-07 |
| |
| |



Heller - Weaver and Sheremeta, inc.

Engineers ... Surveyors and Mappers
310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483
(561) 243-8700 - Phone (561) 243-8777 - Fax

| | |
|-------------|------------------|
| DATE: | 4/24/07 |
| SCALE: | 1" = 60' |
| DRAWN BY: | S.ISAAC |
| CHECKED BY: | D. LAAK |
| SHEET: | 2 OF 2 |
| FILE NO. | 07-15489.001-SS4 |