

Meeting Date: February 5, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

Recommended By: Robert Anthony Way 1/14/08
Department Director Date

Approved By: [Signature] 2/1/01
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(1,038,826.02)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(1,038,826.02)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 3700 Dept 441 Unit F075 Rev. 6943
Program _____

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

Reimbursement costs associated with the Fire Rescue Training Facilities expansion.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim But 1-22-08
1/22/08 OFMB NO 1/30/08
CN 1/17/08

Jim J. Farah 1/25/08
Contract Development and Control
2/25/08
This Contract complies with our
contract review requirements.

B. Legal Sufficiency:

24 Jul 1/31/08
Assistant County Attorney

At the time of our review,
the interlocal was not
executed.

C. Other Department Review:

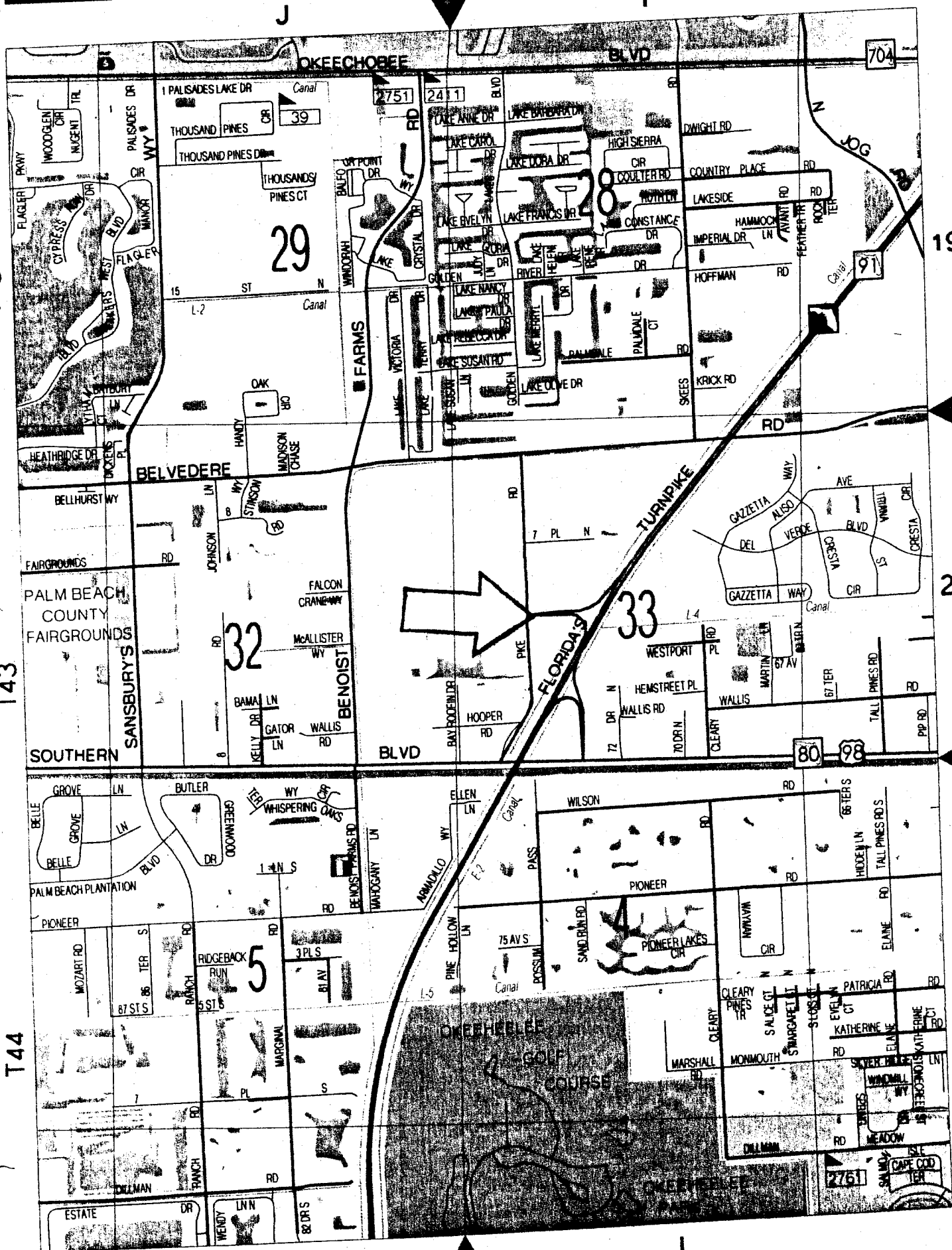
Department Director

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

T43

T43

T44



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/14/2007

REQUESTED BY: Margaret Jackson

PHONE: 233-0212

FAX: 233-0210

PROJECT TITLE: Fire Rescue Training Facility

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: < \$1,038,826.02 >

DATE: _____

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: SWA

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Reimbursement for the purchase of Surplus Property (2.66 acres) from the Lake Worth Drainage District (Agenda Item 6B-1, December 6, 2005) and for costs associated with the expansion of the County's storm water management system to accommodate the water retention requirements from SWA's abutting property.

CONSTRUCTION
VENDOR SERVICES
STAFF COSTS**
EQUIP. / SUPPLIES
CONTINGENCY
TOTAL

**** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.**

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3700 DEPT: 441 UNIT: F075 OBJ: 6943 Revenue

HAS APPROVED BY: [Signature] DATE: 12/18/07

ENCUMBRANCE NUMBER:

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
FOR THE PALM BEACH COUNTY FIRE RESCUE ADMINISTRATION AND
TRAINING FACILITY AND SOLID WASTE AUTHORITY PROPERTY**

THIS AGREEMENT, made this _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a governmental entity created pursuant to Chapter 2001-331 Laws of Florida, hereinafter referred to as "Authority".

WITNESSETH:

WHEREAS, Authority is the owner of a parcel of land legally described in Exhibit "A" attached hereto and made a part hereof ("Authority Property"); and

WHEREAS, County is the owner/lessee of a parcel of land south of and adjacent in part to the Authority Property, said County property being legally described in Exhibit "B" attached hereto and made a part hereof ("County Property"); and

WHEREAS, County and Authority entered into a cooperative Interlocal Agreement dated July 20, 2004 (R2004-1624), regarding the acquisition, leasing and granting of property rights under which County agreed (i) to provide Authority with legal positive outfall of surface water, and (ii) to consider granting Authority an easement for storage and conveyance of drainage through the County Property; and

WHEREAS, County Property and Authority Property were separated in part by an unused portion of the Lake Worth Drainage District (LWDD) L-4 Canal, legally described in Exhibit "C" attached hereto and made a part hereof ("Surplus Property"); and

WHEREAS, in order for County to more effectively utilize County Property and for Authority to obtain access to County's surface water management system, as more specifically defined hereafter (the "SWMS"), County agreed to purchase the Surplus Property with Authority reimbursing the County for a portion of the overall acquisition cost; and

WHEREAS, County and Authority agreed to enter into an Interlocal Agreement at a later date, the terms of which would include Authority's reimbursement to County of a share

of the Surplus Property acquisition costs and surface water management system development costs in exchange for County granting Authority drainage easements for conveyance and positive legal outfall through the Surplus Property and County Property, conveyance, surface water storage and positive legal outfall within the County Property, and access over the Surplus Property to adjacent Authority Property; and

WHEREAS, on December 20, 2005, County acquired the Surplus Property; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Authority and County to enter into interlocal agreements of this nature.

NOW THEREFORE, for and in consideration of the aforementioned agreements and easements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. GENERAL AGREEMENT.

2.1 Purchase of Surplus Property. The parties acknowledge and agree that County acquired the Surplus Property for the joint benefit of County and Authority for a purchase price of Four Hundred Three Thousand Thirty Dollars and Thirty Cents (\$403,030.30), and that the total cost of acquisition paid by County for the Surplus Property was Four Hundred Nine Thousand Five Hundred Fifteen Dollars and Eighty Cents (\$409,515.80) (the "Total Acquisition Cost"). The Total Acquisition Cost includes, but is not limited to, the cost of the land, title insurance commitment and policy, survey, and closing costs.

2.2 Surface Water Management System. Pursuant to the Interlocal Agreement between the parties dated July 20, 2004, and subsequent cooperative negotiations, County will construct and maintain on the County Property and Surplus Property the SWMS that will accommodate surface water drainage from the County Property, the Surplus Property and the Authority Property. For the purpose of this Agreement the County's SWMS means the improvements for legal positive outfall, conveyance, storage, control and discharge of surface water constructed on or existing on the County Property and the Surplus Property. Authority has agreed to reimburse County for a proportionate share of all expenses, including but not limited to design and construction expenses, associated with providing Authority with surface water conveyance, surface water storage, and legal positive outfall rights in County's SWMS. Authority is allocated thirty-seven percent (37%) of the overall 48.9 acre feet for surface water storage capacity within the SWMS. County shall grant Authority an easement to tie into County's surface water management system and to allow for surface water conveyance and positive legal outfall through the Surplus Property, for conveyance, storage

and positive legal outfall of surface water through the County Property , and for access over the Surplus Property to the adjacent Authority Property, as set forth in Exhibit "D", attached hereto and made a part hereof (the "Drainage Easement").

2.3 Shared Cost and Expense.

A. The parties acknowledge and agree that County is responsible for seventy-nine percent (79%) of the Total Acquisition Cost and Authority is responsible for twenty-one percent (21%) of the Total Acquisition Cost. Authority shall reimburse County Eighty-Five Thousand Nine Hundred Ninety-Eight Dollars and Thirty-Two Cents (\$85,998.32) as Authority's share of the Total Acquisition Cost ("Authority's Acquisition Cost").

B. Further, the parties acknowledge and agree that Authority shall pay thirty-seven percent (37%) of the overall cost for the improvements made to the SWMS on the County Property and Surplus Property in consideration of County providing Authority with flowage rights, surface water storage capacity, and positive legal outfall for surface water in and through the SWMS. The total overall cost for said improvements is Two Million Five Hundred Seventy Five Thousand Two Hundred Ten Dollars and No Cents (\$2,575,210.00) (the "Total Improvements Cost"). An itemized list of the Total Improvements Cost is attached hereto as Exhibit "E". The total amount to be paid by Authority as its thirty-seven percent (37%) of the Total Improvements Cost is Nine Hundred Fifty Two Thousand Eight Hundred Twenty Seven Dollars and Seventy Cents (\$952,827.70) ("Authority's Improvements Cost").

C. As the total payment due for Authority's Acquisition Cost and Authority's Improvements Cost, Authority shall pay County the amount of One Million Thirty Eight Thousand Eight Hundred Twenty-Six Dollars and Two Cents (\$1,038,826.02) (the "Total Payment") and said Total Payment shall be due to County no later than thirty (30) days after Authority's receipt of the fully executed Drainage Easement. Payment should be made payable to Palm Beach County Board of County Commissioners and mailed to Director, Palm Beach County Property & Real Estate Division, at the address set forth in Section 3.1.

2.4 Littoral Planting and Maintenance. County, at its sole cost and expense, will maintain the littoral planting area within the surface water management area to be constructed within the County Property.

3. NOTICES.

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with

Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. EST on a business day and on the next business day if transmitted after 5:00 p.m. EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. 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:

- 3.1 County:
Palm Beach County
Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: (561) 233-0210

With a copy to:
Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Fax: (561) 355-4398

With a copy to:
Palm Beach County Fire Rescue
Attn: Director of Finance and Planning
50 S. Military Trail
Suite 101
West Palm Beach, FL 33415
Fax: (561) 616-7090

- 3.2 Authority:
Executive Director
Solid Waste Authority
7501 N. Jog Road
West Palm Beach, FL 33412
Fax: (561) 640-3400

With a copy to:
Office of the General Counsel
Solid Waste Authority
7501 N. Jog Road
West Palm Beach, FL 33412
Fax: (561) 640-3400

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

4. ASSIGNMENT.

Neither County nor Authority may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.

5. DEFAULT.

5.1 Default by Authority. In the event Authority fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to Authority, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Authority a reasonable period of time within which to cure such default during which time Authority shall utilize Authority's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement.

In the event County elects option number two (2) set forth hereinabove and Authority fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

5.2 Default by County. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Authority shall have the right to: (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to

remedy such default; or (3) seek specific performance of the terms hereof. In the event Authority elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Authority shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Authority elects option number three (3) and Authority is unable to obtain specific performance of this Agreement for any reason, Authority shall have the right to terminate this Agreement and pursue damages.

6. GOVERNING LAW & VENUE.

This Agreement 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 Agreement shall be in Palm Beach County, Florida.

7. BINDING EFFECT.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representative, successors and assigns.

8. TIME OF ESSENCE.

Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

9. HEADINGS.

The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

10. INTEGRATION; ENTIRE UNDERSTANDING.

This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement, and may not be modified or amended, except in a writing signed by all of the parties hereto.

11. CONSTRUCTION.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement 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 be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

12. SURVIVAL.

The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

13. EFFECTIVE DATE OF AGREEMENT.

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Governing Board of the Solid Waste Authority, and shall become effective only when signed by all parties after approval by both such Boards. The Effective Date shall be the latest date signed by Authority or County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the date set forth hereinabove.

Signed, sealed and delivered
in the presence of:

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

ATTEST:

By: _____
Authority Clerk

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Authority Special Counsel

COUNTY:

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Audrey Wolf, Director
Facilities Development & Operations

AUTHORITY:

SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY, a governmental entity
created pursuant to Chapter 2001-331
Laws of Florida

By: _____
John F. Koons, Chair

SCHEDULE OF EXHIBITS

EXHIBIT "A"	-	AUTHORITY	PROPERTY	LEGAL
		DESCRIPTION		
EXHIBIT "B"	-	COUNTY OWNED AND LEASED PROPERTY		
		LEGAL DESCRIPTION		
EXHIBIT "C"	-	SURPLUS PROPERTY LEGAL DESCRIPTION		
EXHIBIT "D"	-	DRAINAGE EASEMENT		
EXHIBIT "E"	-	ITEMIZED LIST OF EXPENSES		

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EXHIBIT "A"
TO INTERLOCAL AGREEMENT

AUTHORITY PROPERTY LEGAL DESCRIPTION

A parcel of land in Sections 32 and 33, Township 43 South Range 42 East, Palm Beach County, Florida, more particularly described as follows:

West 600 feet of Tracts 17 and 20 and all of Tracts 18 and 19, Block 6, Palm Beach Farms Plat 3, as recorded in Plat Book 2, Page 46, Public Records of said Palm Beach County.

The Parties acknowledge and agree that at the time of making this Agreement the County Owned and Leased Property described on Exhibit "B" hereafter is comprised of the parcels Owned by the County and of parcels Leased by the County from the Authority as set out therein. It is the intent and agreement of the Parties that in the event that the County, its successor and assigns, shall ever cease to be the Lessee of any part of the Leased Property that such property shall become a part of the Authority Property set out on this Exhibit "A" and shall have the rights afforded to the Authority Property under this Agreement

EXHIBIT "B"
TO INTERLOCAL AGREEMENT

COUNTY OWNED AND LEASED PROPERTY LEGAL DESCRIPTION

County Owned:

Tract 28 less the east 25 feet (Pike Road R/W) and Tract 29, Block 6 of Palm Beach Farms Company Plat No. 3, according to the Plat thereof as recorded in Plat Book 2 at Pages 45 through 54 of the Public Records of Palm Beach County, Florida.

TOGETHER WITH

30 foot strip of land lying north of and parallel to Tracts 28 and 29, less the western 150 feet and less the eastern 25 feet of Tract 28.

Being a portion of the 30 foot road reservation lying between Tracts 20 and 29 and Tracts 21 and 28, in Block 6, Palm Beach Farms Co. Plat No. 3 as recorded in Plat Book 2, Page 45 in the Public Records of Palm Beach County, Florida, and abandoned as recorded in Official Record Book 20685, Page 1035 in the Public Records of Palm Beach County; being more particularly described as follows:

Commencing at a found 4"x4" Palm Beach County concrete monument with a capped iron rod at the southwest corner of said Tract 20; thence north 89°01'00" east along the south line of said Tract 20, a distance of 150.00 feet to the point of beginning; thence continue north 89°01'00" east along the south line of said Tract 20, a distance of 839.57 feet to the southwest corner of said Tract 21; thence continue north 89°01'00" east along the south line of said Tract 21, a distance of 634.89 feet to a point on a line that is 25.00 feet west of and parallel with the east line of said Tract 21, said line also being the west right-of-way line of Pike Road; thence south 00°57'26" east along said right-of-way line, 30.00 feet to a point on a line that is 25.00 feet west of and parallel to the east line of said Tract 28 and on the north line of said Tract 28; thence south 89°01'00" west along said north line of said Tract 28, a distance of 634.84 feet to the northeast corner of said Tract 29; thence south 89°01'00" west along the north line of said Tract 29, a distance of 839.70 feet; thence north 00°42'35" west, 30.00 feet to the point of beginning.

County Leased Property from Authority (the Leased Property):

BEING A PORTION OF LAND IN TRACTS 16, 17, 20 AND 21, BLOCK 6, OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN

PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4" X 4" CONCRETE PALM BEACH COUNTY MONUMENT WITH A CAPPED IRON ROD MARKING THE SOUTHWEST CORNER OF SAID TRACT 20; THENCE NORTH 89°01'00" EAST ALONG THE SOUTH LINE OF SAID TRACT 20, SAID SOUTH LINE BEING THE BEARING BASIS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 600.00 FEET TO A POINT OF BEGINNING, THENCE NORTH 00°56'23" WEST ALONG A LINE BEING 600.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 20, A DISTANCE OF 1,319.84 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 17; THENCE NORTH 89°00'40" EAST ALONG NORTH LINE OF SAID TRACTS 17 AND 16, A DISTANCE OF 1,024.40 FEET TO A FOUND 5/8" CAPPED IRON ROD; THENCE SOUTH 00°56'33" EAST ALONG A LINE BEING 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 16 AND 21, A DISTANCE OF 1,319.94 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 21; THENCE SOUTH 89°01'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 21, AND SAID TRACT 20, A DISTANCE OF 1,024.46 FEET TO THE POINT OF BEGINNING.

The Parties acknowledge and agree that at the time of making this Agreement the County Owned and Leased Property described on this Exhibit "B" is comprised of the parcels Owned by the County and of parcels Leased by the County from the Authority as set out above. It is the intent and agreement of the Parties that in the event that the County, its successor and assigns, shall ever cease to be the Lessee of any part of the Leased Property that such property shall become a part of the Authority Property set out on Exhibit "A" above and shall have the rights afforded to the Authority Property under this Agreement.

EXHIBIT "C"
TO INTERLOCAL AGREEMENT

SURPLUS PROPERTY LEGAL DESCRIPTION

Being a portion of the 30 foot road reservation lying between Tracts 20 and 29 and Tracts 21 and 28, together with a portion of Tract 28 and 29 all being in Block 6, Palm Beach Farms Co. Plat No. 3 as recorded in Plat Book 2, Page 45 in the Public Records of Palm Beach County, Florida; being more particularly described as follows:

Commencing at a found 4"x4" Palm Beach County concrete monument with a capped iron rod at the southwest corner of said Tract 20; thence north 89°01'00" east along the south line of said Tract 20, a distance of 150.00 feet to the point of beginning; thence continue north 89°01'00" east along the south line of said Tract 20, a distance of 839.57 feet to the southwest corner of said Tract 21; thence continue north 89°01'00" east along the south line of said Tract 21, a distance of 634.89 feet to a point on a line that is 25.00 feet west of and parallel with the east line of said Tract 21, said line also being the west right-of-way line of Pike Road; thence south 00°57'26" east along said right-of-way line, 30.00 feet to a point on a line that is 25.00 feet west of and parallel to the east line of said Tract 28 and on the north line of said Tract 28; thence south 00°56'23" east along said parallel line and the west right-of-way line, 48.18 feet to a point on the south line of the north 48.18 feet of Tract 28; thence south 89°01'00" west along said south line, 634.88 feet to a point on the west line of said Tract 28; thence south 00°57'16" east along the west line of said Tract 28, a distance of 1.82 feet to a point on a line that is 50.00 feet south of and parallel with the north line of said Tract 29; thence south 89°01'00" west along said parallel line, 839.91 feet; thence north 00°42'35" west, 80.00 feet to the point of beginning.

EXHIBIT "D"
TO INTERLOCAL AGREEMENT

10-18-7

Prepared by and Return to:
Jeffrey Bolton, Real Estate Specialist
Property & Real Estate Management Division
3200 Belvedere Road, Bldg. 1169
West Palm Beach, FL 33406-1544

A portion of PCN: _____

DRAINAGE EASEMENT

THIS EASEMENT AGREEMENT, (hereafter "Easement") made this ____ day of _____, 20078 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401, ("County" or "Grantor"), and **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a governmental entity created pursuant to Chapter 2001-331 Laws of Florida, whose address is 7501 N. Jog Road, West Palm Beach, Florida 33412 ("Authority" or "Grantee").

WHEREAS, County is the owner/lessee of the property legally described in Exhibit "A" attached hereto and made a part hereof ("Burdened Property"); and

WHEREAS, Authority is the owner of the property legally described in Exhibit "B" attached hereto and made a part hereof ("Authority Property" or "Benefited Property"); and

WHEREAS, on _____, County and Authority entered into an Interlocal Agreement (R 20078-_____) regarding the cooperative development of properties described in Exhibits "A" and "B", also known as the PBC Fire Rescue Administration and Training Facility and Solid Waste Authority Property (the "Agreement"); and

WHEREAS, Section 2 of the Agreement requires County to grant to Authority a drainage easement upon portions of the County Property and Surplus Property as those terms are defined in the Agreement (said County Property and Surplus Property being the Burdened Property described herein) for the purpose of conveyance, storage and legal positive outfall of surface water from Authority Property .

NOW, THEREFORE, for and in consideration of the aforementioned easement and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County does hereby grant to Authority, its successors and assigns, a perpetual non-exclusive drainage easement for access and maintenance of the adjacent areas of the Authority Property and for surface water conveyance and storage in, under, through, and across the parcel of land located in Palm Beach County, Florida, said drainage easement as depicted and legally described in Exhibit "C" attached hereto and made a part hereof (the "SWA Easement 1") for access and maintenance of the adjacent areas of the Authority Property, to connect into and utilize the County's surface water management system (SWMS) for conveyance, storage and legal positive outfall of surface water, including but not limited to, the rights for access, installation, maintenance, repairs, replacement and reinstallation, as necessary, of ditches, swales, pipes, culverts, control structures, and related facilities, above and below ground., County does hereby further grant to Authority, its successors and assigns, and a perpetual non-exclusive easement for conveyance of surface water, storage of surface water, and legal positive outfall of surface water from the Benefited Property through the SWMS located within the portion of and on the Burdened Property, as depicted and legally described as SWA Easement 2 on Exhibit "C" ("SWA Easement 2"), to connect into and utilize the County's SWMS for conveyance, storage and legal positive outfall of surface water, including but not limited to, the rights for access, installation, maintenance, repairs, replacement and reinstallation, as necessary, of ditches, swales, pipes, culverts, control structures, and related facilities, above and below ground to connect into the County's SWMS. County further grants to Authority, its successors and assigns, perpetual non-exclusive easement rights for the conveyance of surface water across Tracts 28 and 29 within the portion of the Burdened Property as depicted and legally described in Exhibit "C" attached hereto and made a part hereof (the "SWA Easement 3") to connect into and utilize the County's SWMS, including but not limited to, the rights for access, installation, maintenance, repairs, replacement and reinstallation, as necessary, of ditches, swales, pipes, culverts, control structures, and related facilities, above and below ground to connect into the County's SWMS. Authority is allocated thirty-seven percent (37%) of the overall 48.9 acre feet storage capacity of the SWMS for Authority surface water storage capacity within the SWMS (18.09 acre feet). SWA Easement 1, and SWA Easement 2 and SWA Easement 3 shall be collectively referred to as the "Easement Premises". All rights granted herein are subject to the provisions for Responsibilities set out in Paragraph 4 hereafter and all other provisions of this Easement.
3. Prior to commencing any work within the Easement Premises, Authority shall submit detailed plans and specifications for such work to County for County's review and approval, which approval shall not be unreasonably withheld.
4. SWA Easement 1 Responsibilities: Authority shall be solely responsible for and shall, at all times, maintain in good condition and repair the SWA Easement 1 areas and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, Authority shall promptly repair, replace and/or restore the SWA Easement 1 areas and any improvements now

existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in upon completion of construction pursuant to the Agreement, using materials of like kind and quality. County shall have the right, but not the obligation, to repair, replace and/or restore the SWA Easement 1 areas and all improvements constructed therein, at Authority's sole cost and expense, in the event of Authority's failure to make required repairs after thirty (30) day written demand to Authority. Authority shall further have the right of access through SWA Easement 1, as necessary, to perform maintenance to the areas of the Authority Property adjacent to SWA Easement 1.

SWA Easement 2 Responsibilities: County shall be solely responsible for and shall, at all times, maintain in good condition and repair the SWA Easement 2 areas and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, County shall promptly repair, replace and/or restore the SWA Easement 2 areas and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in upon completion of construction pursuant to the Agreement, using materials of like kind and quality. Authority shall have the right, but not the obligation, to repair, replace and/or restore SWA Easement 2 areas and improvements constructed therein, at County's sole cost and expense, in the event of County's failure to make required repairs after thirty (30) day written demand to County.

SWA Easement 3 Responsibilities: During any period of time that the County or its successors or assigns are the Lessee of any of the Leased Property as described in Exhibit "A", County shall be solely responsible for and shall, at all times, maintain in good condition and repair the SWA Easement 3 areas and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, County shall promptly repair, replace and/or restore the SWA Easement 2 areas and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in upon completion of construction pursuant to the Agreement, using materials of like kind and quality.. Authority shall have the right, but not the obligation, to repair, replace and/or restore SWA Easement 3 areas and improvements constructed therein, at County's sole cost and expense, in the event of County's failure to make required repairs after thirty (30) day written demand to County. In the event that all of the Leased Property shall no longer be leased to the County, or its successors or assigns, the Authority shall have the responsibilities for SWA Easement 3 in the same manner and to the same extent as described for SWA Easement 1 above.

5. Authority acknowledges and agrees that Authority's use and enjoyment of and interest in the Easement is and shall be strictly limited to that specifically granted herein.

6. Authority shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Authority's negligence in connection with this Easement. 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 Authority to indemnify County for County's negligent, willful or intentional acts or omissions.

7. The grant of easement contained herein is for the use and benefit of Authority, its successors and assigns, as owner(s) of the Benefited Property, 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.

8. The SWA Easement 1 conveyed herein shall be exclusive to the Authority, its successors and assigns, and except for concurrent non-conflicting and non-interfering use by the County, shall not be used by any other party, nor shall County convey rights therein to any other party without the express written approval of the Authority which shall be at its sole discretion. The easement rights of SWA Easement 2 conveyed herein shall be exclusive to the Authority, its successors and assigns, to the extent of the Authority's allocated undivided thirty-seven percent (37%) of the overall 48.9 acre feet storage capacity of the SWMS (the "Authority 37%") and shall not be diminished by the County or used by any other party, nor shall County convey rights therein to any other party without the express written approval of the Authority which shall be at its sole discretion. The SWA Easement 3 conveyed herein shall be non-exclusive to the Authority, its successors and assigns, and except for concurrent non-conflicting and non-interfering use by the County, shall not be used by any other party, nor shall County convey rights therein to any other party without the express written approval of the Authority which shall not be unreasonably withheld.

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 SWA Easement 2 Premises or the right to use the improvements therein provided said use does not materially diminish or materially impact the Authority 37% or materially interfere with the rights granted herein to Authority, its successors and assigns. County specifically retains the right to plant vegetation on the SWA Easement 2 Premises of any type, size or arrangement as identified in the Restrictive Covenant recorded in Official Record Book 21839 Page 199 of the Public Records of Palm Beach County, Florida, and attached hereto as Exhibit "D".

9. The County and Authority further agree that each shall observe and comply at all times with the provisions and requirements of the permits issued by Florida Department of Environmental Protection, or its successor, emitting permit no. _____ and neither party will do, cause, or allow any acts or activities that will violate or result in violation of said permits.

10. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefited Property or the Easement Premises.

11. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

12. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Burdened Property, and all other easements, restrictions, conditions, encumbrances and other matters of record, and Authority acknowledges that this Easement is being granted over the Easement Premises in their "AS

IS" condition upon the completion of construction pursuant to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

AUTHORITY:
SOLID WASTE AUTHORITY OF PLAM
BEACH COUNTY, a governmental entity
created pursuant to Chapter 2001-331 Laws
of Florida

By: _____
John F. Koons, Chair

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Authority Clerk

By: _____
Authority General Counsel

COUNTY:

ATTEST:
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: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development and Operations

G:\Development\Open Projects\Fire Rescue Training-jb\Drainage Easement.Ben Comments.12-13-07.doc

10-18-7

Prepared by and Return to:
Jeffrey Bolton, Real Estate Specialist
Property & Real Estate Management Division
3200 Belvedere Road, Bldg. 1169
West Palm Beach, FL 33406-1544

A portion of PCN: _____

DRAINAGE EASEMENT

THIS EASEMENT AGREEMENT, (hereafter "Easement") made this ____ day of _____, 20078 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401, ("County" or "Grantor"), and **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a governmental entity created pursuant to Chapter 2001-331 Laws of Florida, whose address is 7501 N. Jog Road, West Palm Beach, Florida 33412 ("Authority" or "Grantee").

WHEREAS, County is the owner/lessee of the property legally described in Exhibit "A" attached hereto and made a part hereof ("Burdened Property"); and

WHEREAS, Authority is the owner of the property legally described in Exhibit "B" attached hereto and made a part hereof ("Authority Property" or "Benefited Property"); and

WHEREAS, on _____, County and Authority entered into an Interlocal Agreement (R 20078-_____) regarding the cooperative development of properties described in Exhibits "A" and "B", also known as the PBC Fire Rescue Administration and Training Facility and Solid Waste Authority Property (the "Agreement"); and

WHEREAS, Section 2 of the Agreement requires County to grant to Authority a drainage easement upon portions of the County Property and Surplus Property as those terms are defined in the Agreement (said County Property and Surplus Property being the Burdened Property described herein) for the purpose of conveyance, storage and legal positive outfall of surface water from Authority Property .

NOW, THEREFORE, for and in consideration of the aforementioned easement and other

good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County does hereby grant to Authority, its successors and assigns, a perpetual non-exclusive drainage easement for access and maintenance of the adjacent areas of the Authority Property and for surface water conveyance and storage in, under, through, and across the parcel of land located in Palm Beach County, Florida, said drainage easement as depicted and legally described in Exhibit "C" attached hereto and made a part hereof (the "SWA Easement 1") for access and maintenance of the adjacent areas of the Authority Property, to connect into and utilize the County's surface water management system (SWMS) for conveyance, storage and legal positive outfall of surface water, including but not limited to, the rights for access, installation, maintenance, repairs, replacement and reinstallation, as necessary, of ditches, swales, pipes, culverts, control structures, and related facilities, above and below ground., County does hereby further grant to Authority, its successors and assigns, and a perpetual non-exclusive easement for conveyance of surface water, storage of surface water, and legal positive outfall of surface water from the Benefited Property through the SWMS located within the portion of and on the Burdened Property, as depicted and legally described as SWA Easement 2 on Exhibit "C" ("SWA Easement 2"), to connect into and utilize the County's SWMS for conveyance, storage and legal positive outfall of surface water, including but not limited to, the rights for access, installation, maintenance, repairs, replacement and reinstallation, as necessary, of ditches, swales, pipes, culverts, control structures, and related facilities, above and below ground to connect into the County's SWMS. County further grants to Authority, its successors and assigns, perpetual non-exclusive easement rights for the conveyance of surface water across Tracts 28 and 29 within the portion of the Burdened Property as depicted and legally described in Exhibit "C" attached hereto and made a part hereof (the "SWA Easement 3") to connect into and utilize the County's SWMS, including but not limited to, the rights for access, installation, maintenance, repairs, replacement and reinstallation, as necessary, of ditches, swales, pipes, culverts, control structures, and related facilities, above and below ground to connect into the County's SWMS. Authority is allocated thirty-seven percent (37%) of the overall 48.9 acre feet storage capacity of the SWMS for Authority surface water storage capacity within the SWMS (18.09 acre feet). SWA Easement 1, and SWA Easement 2 and SWA Easement 3 shall be collectively referred to as the "Easement Premises". All rights granted herein are subject to the provisions for Responsibilities set out in Paragraph 4 hereafter and all other provisions of this Easement.
3. Prior to commencing any work within the Easement Premises, Authority shall submit detailed plans and specifications for such work to County for County's review and approval, which approval shall not be unreasonably withheld.
4. SWA Easement 1 Responsibilities: Authority shall be solely responsible for and shall, at all times, maintain in good condition and repair the SWA Easement 1 areas and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, Authority shall promptly repair, replace and/or restore the SWA Easement 1 areas and any improvements now

existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in upon completion of construction pursuant to the Agreement, using materials of like kind and quality. County shall have the right, but not the obligation, to repair, replace and/or restore the SWA Easement 1 areas and all improvements constructed therein, at Authority's sole cost and expense, in the event of Authority's failure to make required repairs after thirty (30) day written demand to Authority. Authority shall further have the right of access through SWA Easement 1, as necessary, to perform maintenance to the areas of the Authority Property adjacent to SWA Easement 1.

SWA Easement 2 Responsibilities: County shall be solely responsible for and shall, at all times, maintain in good condition and repair the SWA Easement 2 areas and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, County shall promptly repair, replace and/or restore the SWA Easement 2 areas and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in upon completion of construction pursuant to the Agreement, using materials of like kind and quality. Authority shall have the right, but not the obligation, to repair, replace and/or restore SWA Easement 2 areas and improvements constructed therein, at County's sole cost and expense, in the event of County's failure to make required repairs after thirty (30) day written demand to County.

SWA Easement 3 Responsibilities: During any period of time that the County or its successors or assigns are the Lessee of any of the Leased Property as described in Exhibit "A", County shall be solely responsible for and shall, at all times, maintain in good condition and repair the SWA Easement 3 areas and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, County shall promptly repair, replace and/or restore the SWA Easement 2 areas and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in upon completion of construction pursuant to the Agreement, using materials of like kind and quality.. Authority shall have the right, but not the obligation, to repair, replace and/or restore SWA Easement 3 areas and improvements constructed therein, at County's sole cost and expense, in the event of County's failure to make required repairs after thirty (30) day written demand to County. In the event that all of the Leased Property shall no longer be leased to the County, or its successors or assigns, the Authority shall have the responsibilities for SWA Easement 3 in the same manner and to the same extent as described for SWA Easement 1 above.

5. Authority acknowledges and agrees that Authority's use and enjoyment of and interest in the Easement is and shall be strictly limited to that specifically granted herein.

6. Authority shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Authority's negligence in connection with this Easement. 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 Authority to indemnify County for County's negligent, willful or intentional acts or omissions.

7. The grant of easement contained herein is for the use and benefit of Authority, its successors and assigns, as owner(s) of the Benefited Property, 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.

8. The SWA Easement 1 conveyed herein shall be exclusive to the Authority, its successors and assigns, and except for concurrent non-conflicting and non-interfering use by the County, shall not be used by any other party, nor shall County convey rights therein to any other party without the express written approval of the Authority which shall be at its sole discretion. The easement rights of SWA Easement 2 conveyed herein shall be exclusive to the Authority, its successors and assigns, to the extent of the Authority's allocated undivided thirty-seven percent (37%) of the overall 48.9 acre feet storage capacity of the SWMS (the "Authority 37%") and shall not be diminished by the County or used by any other party, nor shall County convey rights therein to any other party without the express written approval of the Authority which shall be at its sole discretion. The SWA Easement 3 conveyed herein shall be non-exclusive to the Authority, its successors and assigns, and except for concurrent non-conflicting and non-interfering use by the County, shall not be used by any other party, nor shall County convey rights therein to any other party without the express written approval of the Authority which shall not be unreasonably withheld.

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 SWA Easement 2 Premises or the right to use the improvements therein provided said use does not materially diminish or materially impact the Authority 37% or materially interfere with the rights granted herein to Authority, its successors and assigns. County specifically retains the right to plant vegetation on the SWA Easement 2 Premises of any type, size or arrangement as identified in the Restrictive Covenant recorded in Official Record Book 21839 Page 199 of the Public Records of Palm Beach County, Florida, and attached hereto as Exhibit "D".

9. The County and Authority further agree that each shall observe and comply at all times with the provisions and requirements of the permits issued by Florida Department of Environmental Protection, or its successor, emitting permit no. _____ and neither party will do, cause, or allow any acts or activities that will violate or result in violation of said permits.

10. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefited Property or the Easement Premises.

11. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

12. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Burdened Property, and all other easements, restrictions, conditions, encumbrances and other matters of record, and Authority acknowledges that this Easement is being granted over the Easement Premises in their "AS

IS" condition upon the completion of construction pursuant to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

AUTHORITY:
SOLID WASTE AUTHORITY OF PLAM
BEACH COUNTY, a governmental entity
created pursuant to Chapter 2001-331 Laws
of Florida

By: _____
John F. Koons, Chair

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Authority Clerk

By: _____
Authority General Counsel

COUNTY:

ATTEST:
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: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development and Operations

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EXHIBIT "A"
TO DRAINAGE EASEMENT

BURDENED PROPERTY

County Owned Property:

Tract 28 less the east 25 feet (Pike Road R/W) and Tract 29, Block 6 of Palm Beach Farms Company Plat No. 3, according to the Plat thereof as recorded in Plat Book 2 at Pages 45 through 54 of the Public Records of Palm Beach County, Florida.

TOGETHER WITH

30 foot strip of land lying north of and parallel to Tracts 28 and 29, less the western 150 feet and less the eastern 25 feet of Tract 28.

Being a portion of the 30 foot road reservation lying between Tracts 20 and 29 and Tracts 21 and 28, in Block 6, Palm Beach Farms Co. Plat No. 3 as recorded in Plat Book 2, Page 45 in the Public Records of Palm Beach County, Florida, and abandoned as recorded in Official Record Book 20685, Page 1035 in the Public Records of Palm Beach County; being more particularly described as follows:

Commencing at a found 4"x4" Palm Beach County concrete monument with a capped iron rod at the southwest corner of said Tract 20; thence north 89°01'00" east along the south line of said Tract 20, a distance of 150.00 feet to the point of beginning; thence continue north 89°01'00" east along the south line of said Tract 20, a distance of 839.57 feet to the southwest corner of said Tract 21; thence continue north 89°01'00" east along the south line of said Tract 21, a distance of 634.89 feet to a point on a line that is 25.00 feet west of and parallel with the east line of said Tract 21, said line also being the west right-of-way line of Pike Road; thence south 00°57'26" east along said right-of-way line, 30.00 feet to a point on a line that is 25.00 feet west of and parallel to the east line of said Tract 28 and on the north line of said Tract 28; thence south 89°01'00" west along said north line of said Tract 28, a distance of 634.84 feet to the northeast corner of said Tract 29; thence south 89°01'00" west along the north line of said Tract 29, a distance of 839.70 feet; thence north 00°42'35" west, 30.00 feet to the point of beginning.

County Leased Property from Authority (the Leased Property):

BEING A PORTION OF LAND IN TRACTS 16, 17, 20 AND 21, BLOCK 6, OF PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4" X 4" CONCRETE PALM BEACH COUNTY MONUMENT

WITH A CAPPED IRON ROD MARKING THE SOUTHWEST CORNER OF SAID TRACT 20; THENCE NORTH 89°01'00" EAST ALONG THE SOUTH LINE OF SAID TRACT 20, SAID SOUTH LINE BEING THE BEARING BASIS FOR THIS LEGAL DESCRIPTION, A DISTANCE OF 600.00 FEET TO A POINT OF BEGINNING, THENCE NORTH 00°56'23" WEST ALONG A LINE BEING 600.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 20, A DISTANCE OF 1,319.84 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 17; THENCE NORTH 89°00'40" EAST ALONG NORTH LINE OF SAID TRACTS 17 AND 16, A DISTANCE OF 1,024.40 FEET TO A FOUND 5/8" CAPPED IRON ROD; THENCE SOUTH 00°56'33" EAST ALONG A LINE BEING 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 16 AND 21, A DISTANCE OF 1,319.94 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 21; THENCE SOUTH 89°01'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 21, AND SAID TRACT 20, A DISTANCE OF 1,024.46 FEET TO THE POINT OF BEGINNING.

The Parties acknowledge and agree that at the time of making this Easement Agreement the Burdened Property described on this Exhibit "A" is comprised of the parcels Owned by the County and of parcels Leased by the County from the Authority as set out above. It is the intent and agreement of the Parties that in the event that the County, its successor and assigns, shall ever cease to be the Lessee of any part of the Leased Property that such property shall become a part of the Authority Property set out on Exhibit "B" hereafter and shall have the Easement rights afforded to the Authority Property under this Agreement.

EXHIBIT "B"
TO DRAINAGE EASEMENT

AUTHORITY PROPERTY

A parcel of land in Sections 32 and 33, Township 43 South Range 42 East, Palm Beach County, Florida, more particularly described as follows:

West 600 feet of Tracts 17 and 20 and all of Tracts 18 and 19, Block 6, Palm Beach Farms Plat 3, as recorded in Plat Book 2, Page 46, Public Records of Palm Beach County, Florida.

The Parties acknowledge and agree that at the time of making this Easement Agreement the Burdened Property described on Exhibit "A" above is comprised of the parcels Owned by the County and of parcels Leased by the County from the Authority as set out therein. It is the intent and agreement of the Parties that in the event that the County, its successor and assigns, shall ever cease to be the Lessee of any part of the Leased Property that such property shall become a part of the Authority Property set out on this Exhibit "B" and shall have the Easement rights afforded to the Authority Property under this Agreement.

EXHIBIT "C"
TO DRAINAGE EASEMENT

EASEMENT PREMISES

The Easement Premises are comprised of threetwo easement areas legally described herein and depicted and identified as "SWA Easement 1", and "SWA Easement 2" and Easement 3 on the attached drawing of URS, and identified as "PALM BEACH COUNTY FIRE-RESCUE ADMINISTRATIVE AND COMPLEX TRAINING FACILITY", "SWA EASEMENT", Job No. 38614583, dated 10/05/07.

THE UNIVERSITY OF CHICAGO

CFN 20070289885
QR BK 21039 PG 0199
RECORDED 06/14/2007 12:14:3E
Palm Beach County, Florida
Sharon R. Book, CLERK & COMPTROLLER
Pgs 0199 - 207; 19pgs)

THIS RESTRICTIVE COVENANT, made and executed this _____ day of
JUN 05 2007, 2007, by Palm Beach County ("County").

WHEREAS, the County is the owner of that water management tract with designated planted riparian shelf areas as legally described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, there is a required 22,627.34 square foot coverage to be planted in accordance with an associated final planting plan and maintained at a minimum of 80% as approved by the Palm Beach County Department of Environmental Resources Management ("ERM") in the approved Notice of Intent to Construct for Excavation (NIC), Excavation No. E200701, which can be found at ERM.

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responsibility of the County, its successors, and assigns, to maintain the required survivorship and coverage of the reclaimed upland and planted littoral areas as set forth in Exhibit "A", as attached hereto, and NIC approval and to insure ongoing removal of prohibited and invasive non-native plant species from these areas. The littoral areas shall be constructed and perpetually maintained in compliance with the planting plan requirements of the ULDC, Article 4, Chapter D, Excavation, and planting plans as approved by ERM and set forth in Exhibit "A", as attached hereto, and the NIC approval.

These restrictions shall be deemed covenants running with the land.

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IN WITNESS WHEREOF, County hereunder executes this Restrictive Covenant the day
and year first written above.

R2007 0865

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: Nancy Powell
Deputy Clerk

By: Addie L. Greene
Addie L. Greene, Chairperson

Date: JUN 05 2007

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Assistant County Attorney

By: [Signature]
Audrey Wolf, Director
Facilities Development and Operations

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Page 3 of 3

Book21639/Page201

Page 3 of 9

EXHIBIT "A"
LEGAL DESCRIPTION

This is not a certified copy

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN PORTION OF TRACT 29, BLOCK 6, PALM BEACH FARMS COMPANY PLAT NO. 3 AS RECORDED IN PLAT BOOK 2, PAGE 45 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 29; THENCE NORTH 89°01'00" EAST ALONG THE NORTH LINE OF SAID TRACT 29, A DISTANCE OF 183.48 FEET; THENCE SOUTH 00°59'00" EAST, 41.98 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 89°00'30" EAST, 439.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 58°11'03"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 29.42 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 127.76 FEET AND A CENTRAL ANGLE OF 53°10'35"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 118.88 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 97.02 FEET, A CENTRAL ANGLE OF 127°19'05" AND A CHORD BEARING AND DISTANCE OF NORTH 81°26'41" WEST, 173.89 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 215.88 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 37.50 FEET AND A CENTRAL ANGLE OF 115°13'43"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 75.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 73.84 FEET AND A CENTRAL ANGLE OF 87°10'13"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 112.34 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 58.50 FEET AND A CENTRAL ANGLE OF 85°03'18"; THENCE ALONG THE ARC OF SAID CURVE 97.05 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 82.28 FEET AND A CENTRAL ANGLE OF 120°00'26"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 172.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 22627.34 SQUARE FEET OR 0.519 ACRES MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON REFER TO NORTH 88°01'00" EAST ALONG THE NORTH LINE OF TRACT 29, BLOCK 6, ALL OTHER BEARINGS ARE RELATIVE THERETO.

CH BRG = CHORD BEARING
CH DIST = CHORD DISTANCE
L = LENGTH OF CURVE
R = RADIUS
P.B. = PLAT BOOK
PG. = PAGE

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61C-9, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.
GARY M. WILLIAMS, P.L.S.
FLORIDA CERTIFICATION NO. 14817
FOR THE FIRM

THIS IS NOT A BOUNDARY SURVEY

FOR RECORD
DATE 04-04-04

FILED
1 OF 2

PLAT BOOK 2, PAGE 45

TRACT 29, BLOCK 6, PALM BEACH FARMS COMPANY PLAT NO. 3

SKETCH AND DESCRIPTION
OF A LITTORAL SHELF EASEMENT
FOR FIRE RESCUE FACILITY

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF JUDICIAL QUALIFICATION NO. 13434
801 RIVERSIDE PARKWAY, SUITE 204
WEST PALM BEACH, FLORIDA 33411-1655
PHONE (561) 478-7713 FAX (561) 478-7766
WWW.FRS-PA.COM

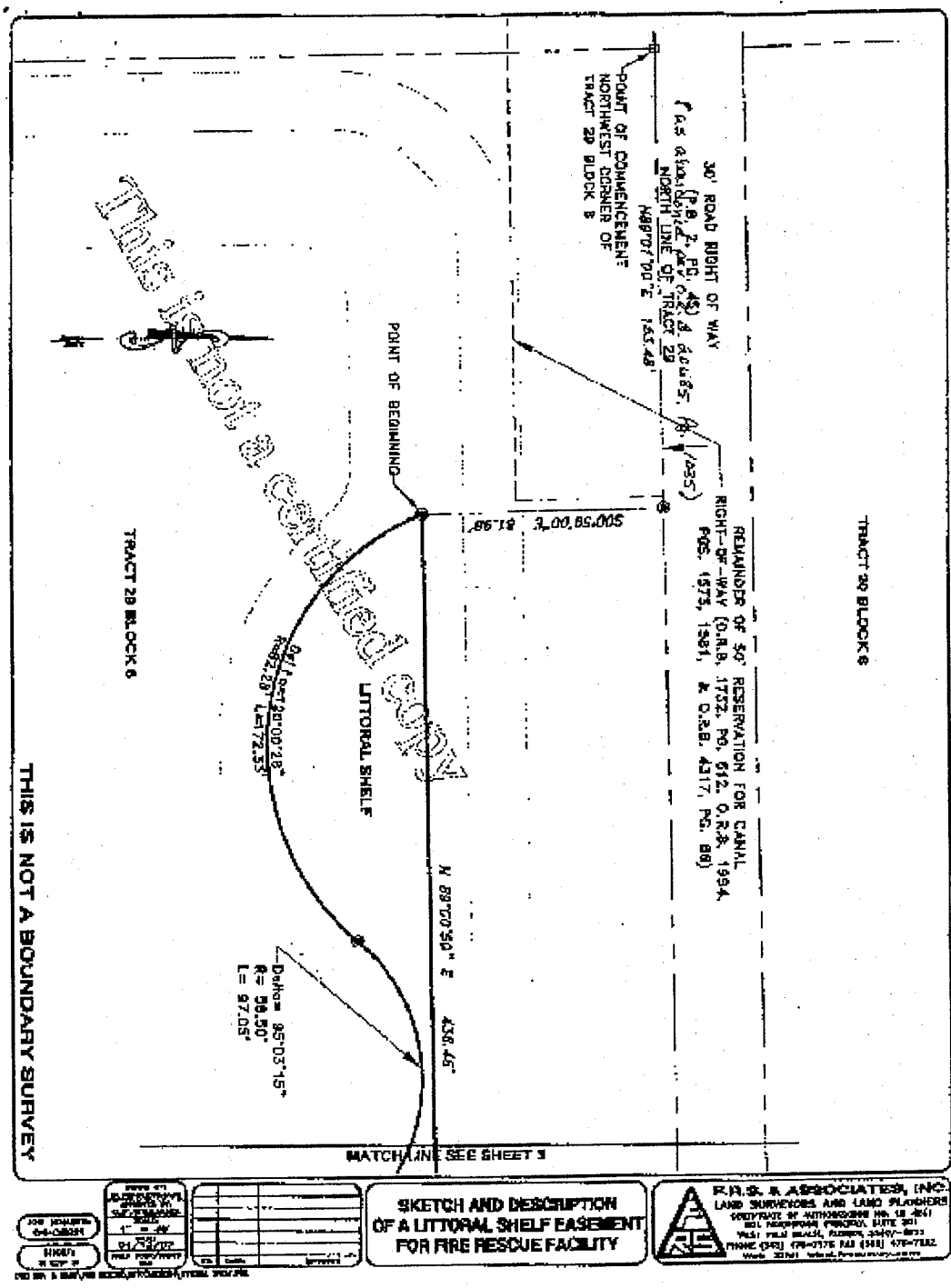


EXHIBIT "B"
SITE PLAN

This is not a certified copy

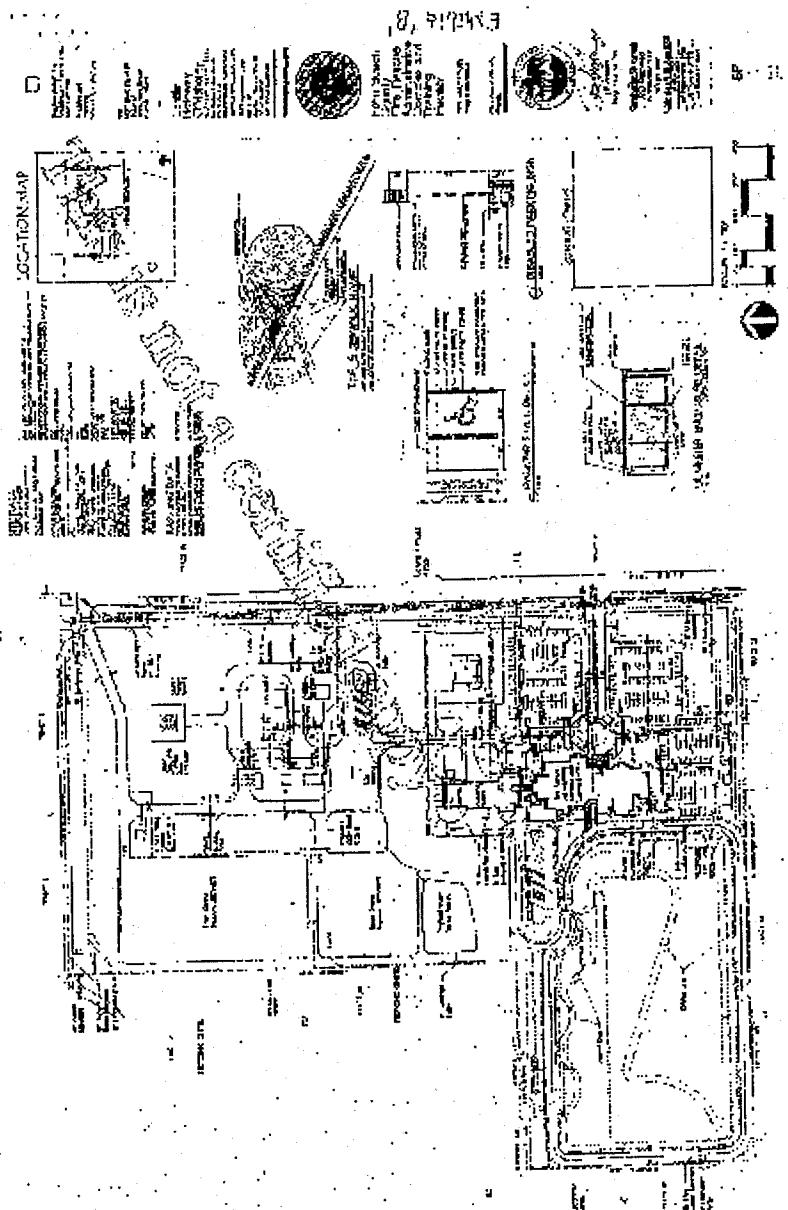


EXHIBIT B

Book 21839/Page 207

Page 9 of 9

**INTERLOCAL AGREEMENT BETWEEN SOLID WASTE
AUTHORITY OF PALM BEACH COUNTY AND PALM BEACH
COUNTY RELATING TO PROPERTIES WITHIN AND
ADJACENT TO THE CROSS STATE LANDFILL**

THIS AGREEMENT made this JUL 20 2004, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a governmental entity created pursuant to Chapter 2001-331 Laws of Florida, hereinafter referred to as "Authority".

WITNESSETH:

WHEREAS, the Florida Legislature created the Authority and granted to it the responsibility for solid waste management and resource recovery in Palm Beach County, Florida, including the closure and maintenance of landfills; and

WHEREAS, Authority is the owner of certain real property in Palm Beach County, Florida, legally described on Exhibit A, which formerly was used as the Cross State Landfill, and now is a closed landfill ("Landfill"); and

WHEREAS, Authority is the owner of a parcel of land adjacent to the Landfill, more specifically described on Exhibit "B" attached hereto ("Adjacent Authority Property", commonly known as Tract 28); and

WHEREAS, County is the owner of a parcel of land adjacent to the Landfill, legally described on Exhibit "C" attached hereto (the "County Property", commonly known as Tract 19); and

WHEREAS, County and Authority desire to acquire, lease and/or grant each other rights of first refusal in certain of the property owned by the other party; and

WHEREAS, it furthers the interests of and is in the best interest of both Authority and the County to exchange, lease and/or grant each other rights of first refusal in certain of the properties desired by each; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Authority and County to enter into interlocal agreements of this nature.

NOW, THEREFORE, in consideration of the exchange of properties, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS.

The foregoing recitals are true and correct and incorporated herein by reference.

2. GENERAL AGREEMENTS.

2.1 Agreement to Exchange. The parties agree to exchange and convey to the other party fee simple title to the Adjacent Authority Property and the County Property, together with the tenements, hereditaments, easements, privileges, and appurtenances belonging to or serving such parcels, subject to the terms and conditions contained herein (the "Exchange") at Closing, as such term is defined hereinafter. (The County Property and Adjacent Authority Property are sometimes referred to herein collectively as the "Property").

2.2 Agreement to Lease. County has requested and Authority has agreed to grant County the right to lease a portion of the Landfill for use as a public safety training facility (the "Training Facility"). At Closing, the parties shall execute the Interlocal Lease Agreement relating to such

Training Facility attached hereto as Exhibit "D" (the "Training Facility Lease"). In addition, County has requested and Authority has agreed to grant County the right to continue to occupy a portion of the County Property for the benefit of the County's Road and Bridge Division. At closing, the parties shall execute the Interlocal Lease Agreement relating to such County Road and Bridge Division attached hereto as Exhibit "E" (the "Road and Bridge Lease").

2.3 Drainage Easement. Authority has requested and County has agreed to provide the Authority with legal positive outfall of surface water from the Landfill (and Tract 19 [if County sells the same to Authority]) and to consider granting Authority an easement for conveyance of drainage through the Training Facility provided County determines, in its reasonable discretion, that the conveyance shall not interfere with the Training Facility. All such improvements (both for outfall and conveyance) related solely to providing the Authority with positive outfall for surface water shall be designed and constructed by the County's consultants and contractors at the Authority's sole cost and expense.

2.4 Rights of First Refusal.

2.4.1 Grant by Authority. In the event that the Authority determines at any time in the future that the real property legally described on Exhibit "C" ("Tract 19") is not required, necessary or useful for Authority purposes, and determines such property may be sold, for non-Authority uses, the County shall have the right of first refusal to purchase Tract 19 at fair market value based on appraisal as conducted at the time by an appraiser agreed to by both parties.

a. The Authority shall give County written notice of its intent to sell, and the County shall have 120 days from Authority giving notice to respond to Authority's offer to sell Tract 19 to County.

b. In the event that County chooses to purchase Tract 19, such sale shall be the subject of a separate Agreement.

c. The County's rights and option under this Section shall terminate in the event that the Authority offers Tract 19 to the County and the County does not exercise its right to purchase Tract 19 within the time frame set forth in 2.4.1(a) and the Authority sells Tract 19 to, or enters into a long term lease of Tract 19 with another party.

d. In the event that the Authority does not enter into a sale or long term lease of said property within two years of the County's failure to exercise its right of first refusal, the County's rights pursuant to this Section shall be restored.

2.4.2 Short Term Leases. The Authority reserves the right to lease Tract 19 for periods of less than ten (10) years, and shall provide written notice to the County of any short term lease, or any renewal, of Tract 19. The Authority shall not use short term leases to obviate the County's right of first refusal. Provided, however, the current, renewal, or future lease(s) to 301 Associates, Inc. and/or Palm Beach County shall not be a cause of triggering the right of first refusal.

2.4.3 Grant by County. In the event that the County determines at any time in the future that the real property legally described in Exhibit "F" ("Tracts 28 and 29") is not required, necessary or useful for County purposes and determines that such property may be sold, for non-County uses, the Authority shall have the right of first refusal to purchase Tracts 28 and 29 at fair market value based on appraisal as conducted at the time by an appraiser agreed to by both parties.

a. The County shall give Authority written notice of its intent to sell, and Authority shall have 120 days from County giving notice to respond to County's offer to sell Tracts 28 and/or 29 to Authority.

b. In the event that Authority chooses to purchase Tracts 28 and 29, such sale shall be the subject of a separate Agreement.

c. The Authority's rights and option under this Section shall terminate in the event that the County offers Tracts 28 and/or 29 to the Authority and the Authority does not exercise its right to purchase Tract 28 and/or 29 within the time frame set forth in 2.4.3(a) and County sells, or enters a long term lease of, Tract 28 and/or 29 with another party.

d. In the event that the County does not enter into a sale or long term lease of said property within two years of the Authority's failure to exercise its right of first refusal, the Authority's rights pursuant to this Section shall be restored.

2.4.4 Short Term Leases. The County reserves the right to lease Tracts 28 and 29 for periods of less than ten (10) years, and shall provide written notice to the Authority of any short term lease, or any renewal, on Tracts 28 and 29. The County shall not use short term leases to obviate the Authority's right of first refusal.

2.4.5 Memorandum of Agreement. At Closing, Authority and County shall execute and record the Memorandum of Agreement attached hereto as Exhibit "G" (the "Memorandum").

3. EXISTING TENANTS.

The parties acknowledge that the County Property is subject to an existing leasehold interest in favor of 301 Associates Inc. pursuant to a lease dated September 7, 1993 (R93-1068D) (the "301 Associates Lease") and as amended on April 7, 1998 (R98-467D), and, a Piping License Agreement dated April 15, 1998 (R98-466D) between the Lake Worth Drainage District, County and 301 Associates, Inc. Authority acknowledges receipt of a copy of the 301 Associates Lease, Lease Amendment, and Piping License Agreement and, having reviewed the same, agrees to accept title to the County Property subject to the 301 Associates Lease, Lease Amendment and Piping License Agreement. Further, the parties acknowledge and agree to execute the Assignment And Assumption Of Lease And Piping License Agreement set forth in Exhibit "J" attached hereto. Notwithstanding the foregoing, in order to permit Authority to verify the status of the Lease, County shall exercise reasonable efforts to obtain an estoppel certificate from such tenant in such form and reflecting such information as Authority, in its reasonable discretion, shall require. Without limiting the foregoing, such estoppel certificate shall have complete copies of the applicable lease and any amendments attached and shall certify (1) that the attached lease and any amendments constitute the full and complete lease relating to the premises identified therein, (2) such lease is in full force and effect, (3) there are no current defaults under the lease (or identify such defaults), (4) the then current rental, (5) the date through which such rental is paid, (6) the amount of any security deposit and (7) the term of the lease and any options. At Closing, County shall deliver to Authority any security deposits, prepaid rents or other similar items identified in the Lease or estoppel certificate related thereto.

4. INSPECTION: CONDITION OF PROPERTY.

4.1 The parties and their duly authorized agents, shall have the right and privilege, upon reasonable notice, to enter upon the other party's Property for a period of thirty (30) days commencing upon the Effective Date (the "Inspection Period") for purposes of survey, testing and inspection thereof (the "Inspections"). All Inspections shall be conducted by such party at its sole cost and expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All Inspections shall be performed in the least intrusive manner possible, and the party performing the inspection agrees to promptly restore the property to the condition it was in prior to such inspection using materials of like kind and quality. In the event that such Inspections shall reveal a deficiency in the property, as determined by the party performing such inspection in its reasonable discretion, and the party performing such inspection provides written notice to the other party within the Inspection Period specifying the deficiency, the other party shall have the right, but not the obligation, to cure such deficiency. In the event that such deficiency is not cured within sixty (60) days after the expiration of the Inspection Period to the reasonable satisfaction of the party performing the inspection, such party may terminate this Agreement by giving written notice thereof to the other party, whereupon the parties shall be relieved of all further obligations arising hereunder subsequent to the date of such termination. The parties agree to accept the existing site elevation of the Property at Closing. In the event the parties close upon the Exchange, each

party's conveyance shall be deemed to be "As is, Where is", without warranties or representation of any kind whatsoever. Each party shall be entitled to access to the Property to be received by such party in the Exchange immediately prior to Closing to verify that there has been no material change in the condition of the Property such party is to receive in the Exchange between the date of the Inspections and Closing.

4.2 Failure to exercise the inspection rights and/or termination rights granted hereunder within the Inspection Period shall constitute a waiver of such rights.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless Authority against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and Authority shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Authority's negligence in connection with this Agreement. 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 negligent, willful or intentional acts or omissions.

5. EVIDENCE OF TITLE.

5.1 Within fifteen (15) days after Effective Date, Authority shall deliver to County a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to County agreeing to issue to County upon recordation of the deed conveying the Adjacent Authority Property to the County an owner's title insurance policy in the amount of \$388,408, insuring the marketable fee simple record title of the County in and to the Adjacent Authority Property, subject only to those exceptions deemed acceptable to County in its sole and absolute discretion. Best available legible copies of all exceptions referred to in the title commitment shall be provided upon delivery of the commitment. The cost of said commitment and policy and any premium therefor shall be borne by Authority. County shall be deemed to have accepted all exceptions not objected to in writing during the title review period set forth in paragraph 5.3 hereof; such exceptions shall thereafter be referred to as the Permitted Exceptions.

5.2 Within fifteen (15) days after Effective Date, County shall deliver to Authority a title commitment issued by a title insurance company qualified to do business in the State of Florida and acceptable to Authority agreeing to issue to Authority upon recordation of the deed conveying the County Property to Authority an owner's title insurance policy in the amount of \$388,408, insuring the marketable fee simple record title of Authority in and to the County Property, subject only to those exceptions deemed acceptable to Authority in its sole and absolute discretion. Best available legible copies of all exceptions referred to in the title commitment shall be provided upon delivery of the commitment. The cost of said commitment and policy and any premium therefor shall be borne by County. Authority shall be deemed to have accepted all exceptions not objected to in writing during the title review period set forth in paragraph 5.3 hereof; such exceptions shall thereafter be referred to as the Permitted Exceptions.

5.3 Both parties shall have thirty (30) days after receipt of their respective title insurance commitments in which to review same. In the event either title insurance commitment shall show a title defect, the insured party shall notify the other party of its objections thereto within the time period for review of the title commitment. The term title defect shall mean those matters deemed unacceptable to a party in its sole and absolute discretion. The other party shall be entitled to ninety (90) days from the date of notification (with adjournment of the Closing Date if necessary) within which to, at such party's option, attempt to cure such defects or to make arrangements with the title insurer for the removal of any such objections from the commitment. If the defect(s) shall not have been so cured or removed from the commitment by endorsement thereto at the termination of the said ninety (90) day period, the party objecting to the defect shall have the option of: (a) accepting title to the property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to the other party, in which event the parties shall be relieved of all further obligations hereunder arising subsequent to the date of such termination.

5.4 Each title insurance commitment shall be endorsed at Closing to remove any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the property (provided the proposed insured has obtained a survey); (c) unrecorded easements (provided the proposed insured has obtained a survey) and claims of liens; (e) taxes for the year of closing and all prior years; (f) matters arising or attaching subsequent to the effective date of the commitment but before the acquisition of record of fee simple title to the property being exchanged, and (g) general or specific exceptions other than the Permitted Exceptions.

5.5 From and after the Effective Date of this Agreement, neither party shall take any action which would impair or otherwise affect title to any portion of the property to be exchanged or cause damage or waste to such property, and shall record no documents in the Public Records which would affect title to the property, without the prior written consent of the other party.

6. SURVEY.

The parties shall each have the right, within the Inspection Period provided in Section 4.1, to obtain a current survey of the property to be acquired by such party and all improvements thereon. Said survey shall be prepared in accordance with the minimum technical standards for surveys within the State of Florida. If the survey reveals any encroachments, overlaps, boundary disputes or other defects, other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 5 of this Agreement and the parties shall have the same rights and remedies as set forth therein.

7. MINERAL RIGHTS.

Each party hereby petitions the other pursuant to Florida Statutes 270.11, to convey the Property being conveyed by such party without a reservation of mineral and petroleum rights. Each party hereby finds that conveyance without such rights is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and developability of the property being conveyed.

8. MAINTENANCE.

Between the Effective Date and Closing, each party shall maintain its Property in the condition in which it existed as of the Effective Date and shall bear the risk of any loss, damage or casualty to such property prior to Closing. Each party shall have access to the Property being acquired by such party at any reasonable time prior to Closing to verify compliance herewith.

9. CONDITION PRECEDENT TO CLOSING.

The following are conditions precedent to the party's obligation to close the Exchange: (1) Each party shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) There shall have been no material change in the condition of the County Property or Adjacent Authority Property or the status of title to such property, other than as specifically permitted by this Agreement. The foregoing conditions precedent relating to a Property may be waived by the party receiving such Property in the Exchange.

10. DOCUMENTS FOR CLOSING.

10.1 Authority shall properly execute and deliver to County at Closing the following documents:

10.1.1 The Statutory Warranty Deed attached hereto as Exhibit "H".

10.1.2 The Training Facility Lease attached hereto as Exhibit "D".

10.1.3 The Memorandum of Agreement attached hereto as Exhibit "G".

10.1.4 The Road and Bridge Lease attached hereto as Exhibit "E".

10.1.5 The Assignment and Assumption of Lease and Piping License Agreement attached hereto as Exhibit "J".

10.1.6 A Closing Statement

10.2 County shall properly execute and deliver to Authority at Closing the following documents:

10.2.1 The County Deed attached hereto as Exhibit "I".

10.2.2 The Training Facility Lease attached hereto as Exhibit "D".

10.2.3 The Memorandum of Agreement attached hereto as Exhibit "G".

10.2.4 The Road and Bridge Lease attached hereto as Exhibit "E".

10.2.5 The Assignment and Assumption of Lease and Piping License Agreement attached hereto as Exhibit "J".

10.2.6 A Closing Statement.

10.3 County shall be responsible for the preparation of all Closing documents and shall submit copies of the same to Authority not less than ten (10) days prior to Closing.

11. EXPENSES OF CLOSING.

11.1 County shall pay the following expenses at Closing:

11.1.1 The cost of recording the Authority Deed.

11.1.2 All costs and premiums relating to the title insurance for the County Property.

11.2 Authority shall pay the following expenses at Closing:

11.2.1 The cost of recording the County Deed.

11.2.2 All costs and premiums relating to the title insurance for the Adjacent Authority Property.

11.3 Authority and County shall each pay their own attorneys' fees if applicable.

12. CLOSING.

The Closing shall be held at the offices of the Palm Beach County Property and Real Estate Management Division on October 14, 2004 (the "Closing"). Closing can be extended if mutually agreed upon by both parties.

13. ASSESSMENTS.

If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by County and Authority, as the case may be, at Closing. Any other assessments not deemed to be due and payable as aforesaid which burden the County Property or Adjacent Authority Property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

14. RADON GAS.

F.S. 404.056(8) requires that the following statement be included in this contract: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County Public Health Unit."

15. REAL ESTATE BROKER.

Authority and County each: (a) represents and warrants to the other that it has not dealt with any broker, salesperson, agent or finder in connection with this Agreement, and (b) agrees to pay or to contest any and all commissions and finders fees asserted by any brokers, salesperson, agent, or finder claiming to have dealt with such party in connection with this Agreement. The terms of this Section shall survive the expiration or earlier termination of this Lease.

16. NOTICES.

All notices and elections (Collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or prepaid overnight delivery service, or alternatively shall be sent by United States Certified mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery (provided a receipt is obtained), courier services (provided a receipt is obtained) or prepaid overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the address to which notices may be delivered, and delivery to such address shall constitute binding notice given to such party:

16.1 County:

Ross C. Hering, Director
Palm Beach County Property and
Real Estate Management Division
3323 Belvedere Road
Building 503
West Palm Beach, Florida 33406

With a copy to:

Howard Falcon, III, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

16.2 Executive Director
Solid Waste Authority
7501 N. Jog Road
West Palm Beach, FL 33412

With a copy to:

Legal Counsel
Solid Waste Authority
7501 N. Jog Road
West Palm Beach, FL 33412

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

17. ASSIGNMENT.

Neither County nor Authority may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.

18. DEFAULT.

18.1 Default by Authority. In the event Authority fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement by written notice to Authority, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Authority a reasonable period of time within which to cure such default during which time Authority shall utilize Authority's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Authority fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

18.2 Default by County. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Authority shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Authority elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Authority shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Authority elects option number three (3) and Authority is unable to obtain specific performance of this Agreement for any reason, Authority shall have the right to terminate this Agreement and pursue damages.

19. CONDEMNATION.

In the event that all or any part of a party's Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, the other party shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings.

20. GOVERNING LAW & VENUE.

This Agreement 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 Agreement shall be in Palm Beach County, Florida.

21. BINDING EFFECT.

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representative, successors and assigns.

22. NO RECORDING.

Neither this Agreement, nor any memorandum or short form hereof, except for the Memorandum of Agreement required by Section 2.4.5 of this Agreement, shall be recorded in the Public Records of Palm Beach County, Florida, but this Agreement shall be filed with the County Clerk as required by Chapter 163 of the Florida Statutes.

23. TIME OF ESSENCE.

Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00pm EST of the next business day.

24. HEADINGS.

The paragraph headings or captions appearing in this Agreement are for convenience only, and are not to be considered in interpreting this Agreement.

25. INTEGRATION; ENTIRE UNDERSTANDING.

This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement, and may not be modified or amended, except in a writing signed by all of the parties hereto.

26. CONSTRUCTION.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement 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 be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. SURVIVAL.

The parties warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

28. EFFECTIVE DATE OF AGREEMENT.

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Governing Board of the Solid Waste Authority, and shall become effective only when signed by all parties after approval by both such Boards.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered
in the presence of:

SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY, a governmental entity
created pursuant to Chapter 2001-331
Laws of Florida

By: Tony Masiotti
Chair
TONY MASILOTTI

ATTEST:

By: [Signature]
Authority Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Authority Counsel

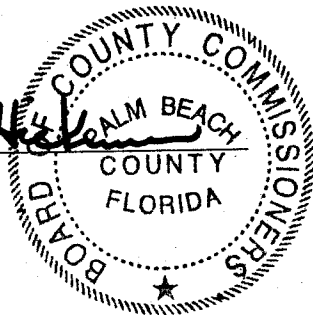
ATTEST:

DOROTHY H. WILKEN, CLERK

COUNTY: R2004 1624

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

By: Linda C. Hickman
Deputy Clerk



By: [Signature]
Karen T. Marcus, Chair JUL 20 2004

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Anthony Wolf
Department Director

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6B-1

M/N 7-0

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>\$403,030.30</u>				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$403,030.30</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
Budget Account No: Fund 3704 Dept 441 Unit F075 Object 6101
Program

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Edizuluwa Blum
OFMB
11/1/05 DR 12/1/05

Ann J. Jacobs 12/12/05
Contract Development and Control
E. Jones 12/2/05

B. Legal Sufficiency:

12/5/05
Assistant County Attorney

C. Other Department Review:

Department Director

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