

34-7

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Easement Agreement in favor of the City of Lake Worth (City) for a Floridan Aquifer raw water well and a pipeline across a portion of John Prince Memorial Park.

Summary: On February 27, 2007, the Board approved an Interlocal Agreement with the City (R2007-0288), in which the County granted a one-year temporary construction easement for a well and a transmission pipeline and provided for an Easement Agreement to follow completion of construction. The City Commission approved the Easement Agreement on January 15, 2008 and construction was completed in March, 2008. The well easement area is approximately 52' long and 25' wide (1,300 SF/0.03 acres) and the pipeline easement area is approximately 2,369' long and varies in width from 15' to 30' (48,847.95 SF/1.12 acres, more or less). This non-exclusive easement is for a term of ninety-nine (99) years and encumbers an area west of the west right-of-way of Lake Osborne Drive between Lake Worth Road and 6th Avenue South. In the event that the City abandons its use of the well or pipeline, the easement areas will revert to the County. Pursuant to the terms of the Interlocal Agreement, the City issued a \$200,000.00 credit to the County for use toward future water and sewer connection fees in exchange for the easements. A credit of \$133,893.60 was issued to the County for The Club Managers Association of America Therapeutic Recreation Complex in John Prince Memorial Park, leaving a credit balance of \$66,106.40. (PREM) District 3 (JMB)

Background and Justification: The City constructed the well to comply with the Florida Department of Environmental Protection's order to construct an alternative water supply program. In the event of a long term reduction in the water level of Lake Osborne as a result of use of the well, the City will install monitoring wells at their expense. If the water reduction unreasonably interferes with the County's use of Lake Osborne or the Park, the County will have the right to terminate this Easement Agreement.

Attachments:

- 1. Location Map
- 2. Easement Agreement

Recommended By: [Signature] Anthony Wolf 10/17/08
Department Director Date

Approved By: [Signature] 10/29/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 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:

* The City issued a \$200,000 credit to the County to be used toward future water and sewer connection fees.

Atwillhite 10-23-08
 OFMB
 [Signature] 10/23/08
 [Signature] 10/23/08
Jim J. Jacob 10/24/08
 Contract Development and Control

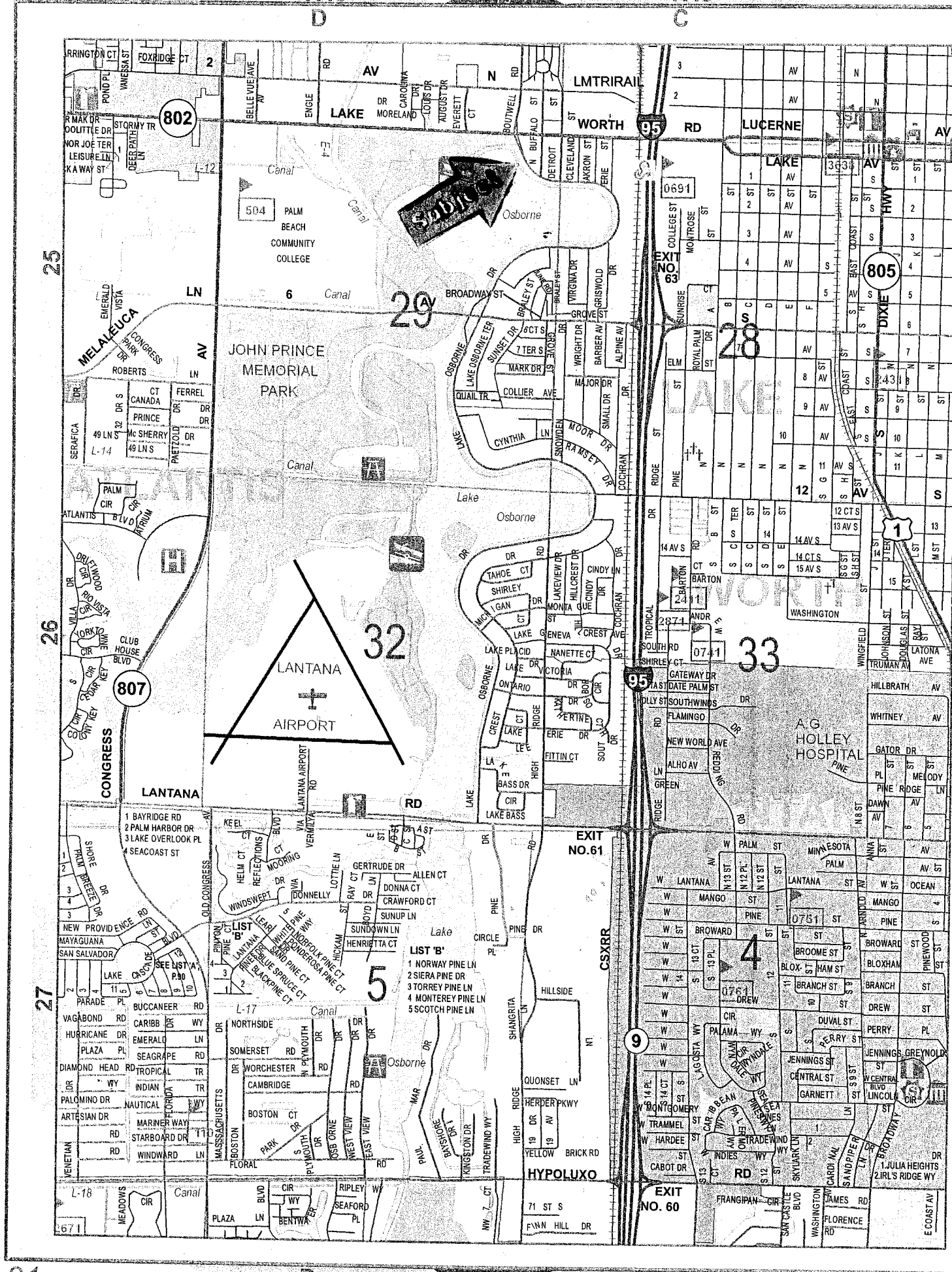
B. Legal Sufficiency:

James Bush 10/29/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



T44

T

T45

LOCATION MAP

ATTACHMENT #1

11

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

A Portion of PCN: 00-43-44-29-00-002-0010

EASEMENT AGREEMENT

THIS IS AN EASEMENT AGREEMENT (the "Easement"), granted this _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, herein referred to as "County" in favor of the **CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, whose address is 7 North Dixie Highway, Lake Worth, Florida 33460-3787, herein referred to as "City".

WITNESSETH:

1. **WHEREAS**, County is the owner of John Prince Memorial Park (the "Park"), located west of City; and
2. **WHEREAS**, City has constructed a Floridan Aquifer raw water well on that portion of the Park legally described in Exhibit "A" attached hereto and made a part hereof (the "Well Premises") and City has constructed a pipeline on that portion of the Park legally described in Exhibit "B" attached hereto and made a part hereof (the "Pipeline Premises"); and
3. **WHEREAS**, City has requested a ninety-nine (99) year easement for the maintenance and operation of a Floridan Aquifer raw water well within the Well Premises and for the maintenance and operation of a pipeline within the Pipeline Premises.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, County does hereby grant, bargain, sell and convey unto City, upon the conditions hereinafter set forth, a non-exclusive easement for a term of ninety-nine (99) years for the purpose of operation and maintenance of a Floridan Aquifer raw water well within the Well Premises, and a non-exclusive easement for a term of ninety-nine (99) years for the operation and maintenance of a pipeline within the Pipeline Premises, together with the right of access thereto.

THE CONDITIONS OF THIS EASEMENT ARE SUCH THAT:

1. City shall be solely responsible for and shall, at all times, maintain in good condition and repair the Well Premises and the Pipeline Premises (collectively, the "Easement Premises") and all improvements constructed therein pursuant to this Easement at City's sole cost and expense. City shall have the right to cut and keep clear trees, brush, or undergrowth from the Easement Premises together with all other obstructions that might endanger or interfere with the use rights granted herein. Notwithstanding the above, City shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including earth, fill and landscaping to the condition that it was in prior to exercise of any maintenance rights granted hereunder, using materials of like kind and quality. In the event City shall fail to maintain the Easement Premises or City's improvements therein in accordance with this Paragraph 1, then County, at County's option, may maintain the Easement Premises or City's improvements therein and City shall reimburse County for all costs and expenses incurred as a result of such failure.

2. City agrees to accept the Well Premises and the Pipeline Premises "as is," and County shall not be responsible or liable to City for any reason whatsoever, including without limitation, any claims for compensation or any losses, whether caused by vandalism, theft, or natural physical conditions on the Well Premises or Pipeline Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or State of war, civilian commotion or riot, or any cause beyond the control of County.

3. City hereby expressly agrees that in the event that City abandons its use of the Well Premises for the purposes herein expressed, the Easement granted hereby shall become null and void, and all the right, title and interest in and to the Well Premises shall revert to County.

4. City hereby expressly agrees that in the event that City abandons its use of the Pipeline Premises for the purposes herein expressed, the Easement granted hereby shall become null and void, and all the right, title and interest in and to the Pipeline Premises shall revert to County.

5. The grant of this Easement shall in no way restrict the right and interest of the County in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

6. City has represented to County that City's exercise of the rights granted herein will have no effect on the water level of Lake Osborne. In the event of a long term reduction in the water level of Lake Osborne below current water levels as a result of use of any City raw water well, County agrees to grant City reasonable access and locations to install, operate, and maintain monitoring wells at City's sole cost and expense at such locations as are reasonably deemed necessary by City or any other governmental agencies having jurisdiction with respect to such matter in relation to monitoring water levels of Lake Osborne. Such monitoring wells shall not be placed in any location which would, in the sole discretion of the Director of County's Parks and Recreation Department, unreasonably interfere with the public's use and enjoyment of the Park. In the event a long term reduction in the water levels of Lake Osborne occurs below current water levels due to City's exercise of the rights granted herein, and such reduction unreasonably interferes with County's use of Lake Osborne or the Park, (as determined by County in its sole and absolute discretion), County shall have the right to terminate this Easement and any amendments hereto, and all obligations of the parties hereto shall then cease and be released and no longer be of any force and effect, except as otherwise specifically provided herein. For purposes of this section, a long term reduction of water levels shall be considered a period of twelve (12) consecutive months.

7. Neither County's nor City's interest in the Easement Premises shall be subject to liens arising from City's or any other person or entity's use of the Easement Premises, or the exercise of the rights granted hereunder. City shall promptly cause any lien imposed against the Easement Premises or the Park to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, City shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

8. City, its successors and assigns shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes. 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 City to indemnify County for County's negligent, willful or intentional acts or omissions. The indemnification stated above shall specifically include, but not be limited to, the following:

a. City agrees to indemnify and hold County harmless with respect to any hazardous materials or any activity which could produce hazardous materials or toxic effects, including but not limited to effects upon humans, flora or fauna, in connection with City's extraction of raw water from the well within the Well Premises or City's transmission of raw water to City's water treatment plant via the raw water main pipelines in the Pipeline

Premises.

b. City hereby releases and agrees to indemnify and hold County harmless from any and all future liability, loss, and damages City or County may suffer as a result of claims, demands, costs or judgments against City or County for any subsurface groundwater contamination of the raw water well sites referenced herein.

9. City's use and enjoyment of and interest in the Easement Premises are and shall be strictly limited to that specifically granted herein. The rights and interests conveyed hereunder are conditioned upon the reasonable exercise thereof by City. City agrees to not unreasonably interfere with County's use and enjoyment of the Easement Premises or County's adjoining property.

10. The grant of easement contained herein is for the use and benefit of City for City's wellfield project stated herein 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.

11. 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 hereafter therein, and the right to grant to third parties additional non-exclusive easements in the Easement Premises.

12. In the event City fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

13. 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.

14. All of City's equipment and personal property placed or located within the Easement Premises shall be at the sole risk of City (or the owner thereof).

15. Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, City acknowledges and represents that City is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with

coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, City agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. City agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Parks & Recreation Department". City agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

City agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

City agrees to maintain property insurance, which would include builder's risk insurance provided by City or City's hired contractor, while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. City agrees to endorse County as an "Additional Insured" on the builder's risk insurance. When construction is completed, City agrees to maintain all-risk property insurance for adequate limits of coverage on any improvement(s) based on City's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. City agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention.

When requested, City shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve City of its liability and obligations under this Easement.

City agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

16. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

17. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portion of this Easement and the same shall remain in full force and effect.

TO HAVE AND TO HOLD the premises, rights, and easement granted herein unto City, its successors and assigns, for the purposes aforesaid forever, subject to the reverter set forth in Paragraphs 3 and 4 above.

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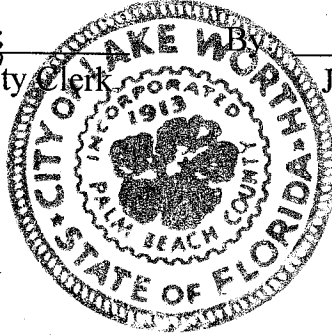
IN WITNESS WHEREOF, County and City have executed this Easement on the date set forth hereinabove.

CITY:

CITY OF LAKE WORTH, a
municipal corporation created and existing
under the laws of the State of Florida

ATTEST:

By: *Pamela J. Lopez* By: *Jeff Clemens*
Pamela J. Lopez, MMC, City Clerk Jeff Clemens, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Larry A. Kams
Larry A. Kams, City Attorney

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a
political Subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
_____, Chair

Date: _____

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: Keith Anthony Wolf
Department Director

EXHIBIT "A"
LEGAL DESCRIPTION OF
WELL PREMISES

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DEEDED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 18537, AS DESCRIBED IN DEED BOOK 879, PAGE 248, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

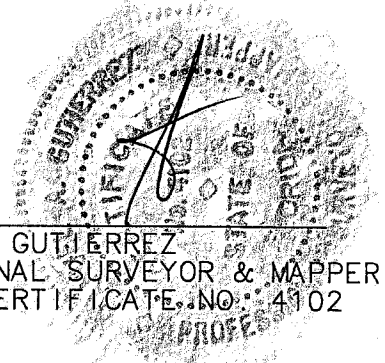
COMMENCING AT THE NORTHWEST CORNER OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS, AS RECORDED IN PLAT BOOK 21, PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID PLAT, SOUTH 24°55'15" EAST A DISTANCE OF 240.99 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 3; THENCE, DEPARTING SAID WESTERLY PLAT LINE, SOUTH 67°28'41" WEST, A DISTANCE OF 100.09 FEET TO A POINT ON THE WESTERLY LINE OF THE EXISTING 100 FEET WIDE RIGHT-OF-WAY OF LAKE OSBORNE DRIVE (fka LAKE SHORE DRIVE) PER THE AFOREMENTIONED PLAT; SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 24°55'15" EAST A DISTANCE OF 52.00 FEET; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 65°04'45" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 24°55'15" WEST A DISTANCE OF 52.00 FEET; THENCE NORTH 65°04'45" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,300 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

NOT VALID WITHOUT
ACCOMPANYING SKETCH
SHEET 2 OF 2

NOTES:

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'56" EAST.



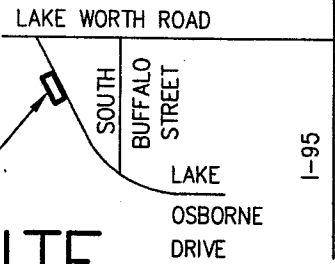
MANUEL A. GUTIERREZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4102

PLDT DATE: Apr 10, 2008 - 8:37am
D:\G\S\1\w\1\w\Fof3\dwg\Fof3sk08.dwg XREFS

SHEET 1 OF 2
SEC. 29, TWP. 44 S., RGE. 43 E.

REV: 04-10-08	FL. E.B. NO. 48	FL. L.B. NO. 48	EASEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF FLORIDAN AQUIFER WELL F-3 FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA	SCALE: N/A
FIELD: -				DATE: 10-31-06
DRAWN: MAG				P.A.NO. A0063.69
APPR: MHC				DR. NO. A-4413
5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248				

SITE
LOCATION MAP
 NOT TO SCALE

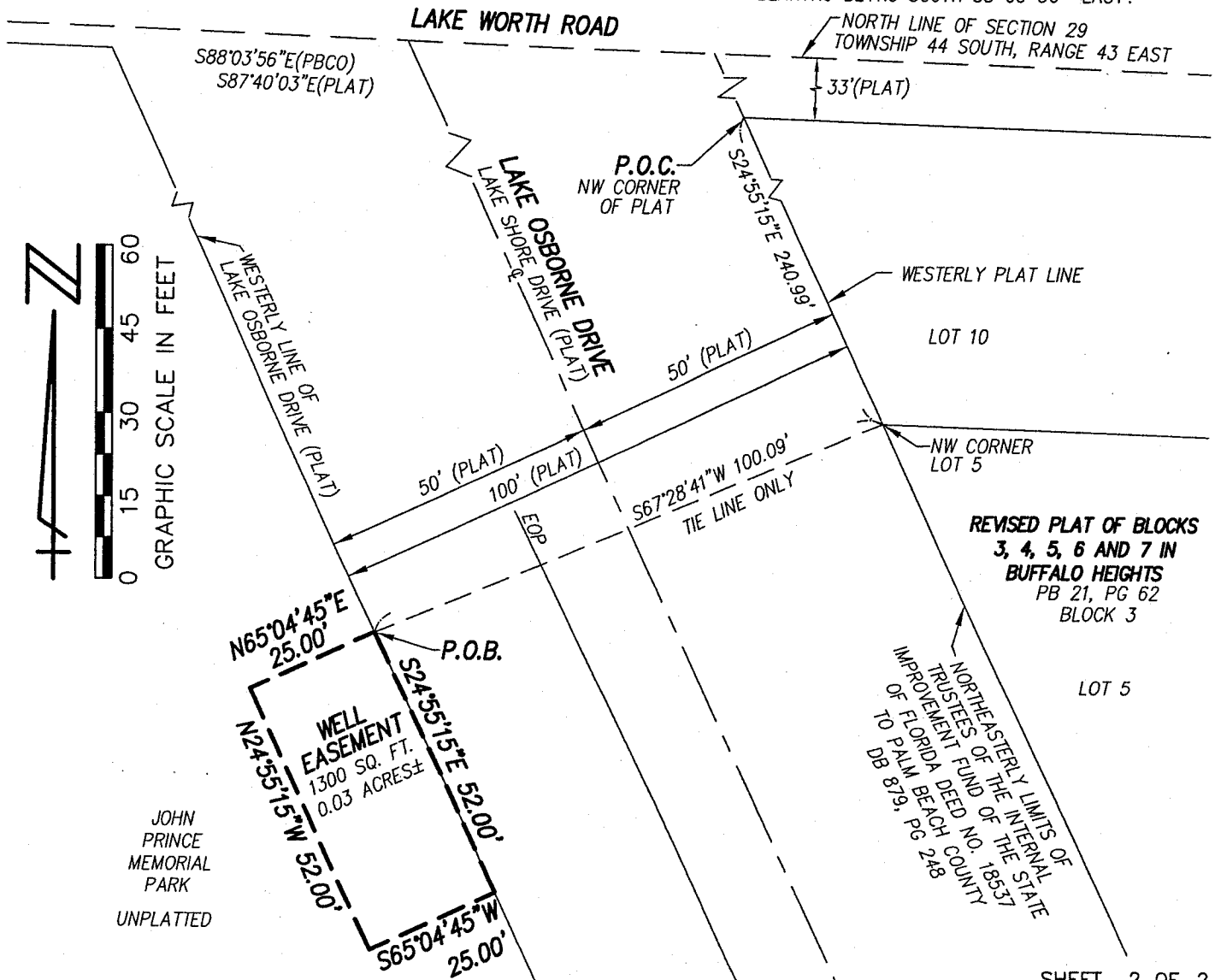


LEGEND

- ☉ CENTERLINE
- DB DEED BOOK
- EOP EDGE OF PAVEMENT
- PG PAGE
- PBCO PALM BEACH COUNTY
- PB PLAT BOOK
- (PLAT) PB 21, PG 62
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SQ.FT. SQUARE FEET

NOTES:

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'56" EAST.



PLOT DATE: Apr 10, 2008 - 8:37am

DWG: S:\lwu_\lwu_faf3\dwg\Faf3sk08.dwg XREFS:

SHEET 2 OF 2
 SEC. 29, TWP. 44 S., RGE. 43 E.

REV: 04-10-08
FIELD: -
DRAWN: MAG
APPR: MHC

FL. E.B. NO. 48

FL. L.B. NO. 48

MOCK ROOS
 ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407
 (561) 683-3113, fax 478-7248

EASEMENT FOR
 CONSTRUCTION, OPERATION
 AND MAINTENANCE OF
 FLORIDAN AQUIFER WELL F-3
 FOR THE CITY OF LAKE WORTH
 PALM BEACH COUNTY, FLORIDA

SCALE: 1"=30'
DATE: 10-31-06
P.A.NO. A0063.69
DR. NO. A-4413

EXHIBIT "B"
LEGAL DESCRIPTION OF
PIPELINE PREMISES

LEGAL DESCRIPTION

PARCELS OF LAND SITUATE IN SECTIONS 28 AND 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING PORTIONS OF THE LANDS DEEDED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 18537, AS DESCRIBED IN DEED BOOK 879, PAGE 248, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING A UTILITY EASEMENT OF VARYING WIDTHS, LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

CENTERLINE NO. 1

COMMENCING AT THE NORTHWEST CORNER OF THE REVISED PLAT OF BLOCKS 3, 4, 5, 6 AND 7 IN BUFFALO HEIGHTS, AS RECORDED IN PLAT BOOK 21, PAGE 62 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID PLAT, SOUTH 24°55'15" EAST A DISTANCE OF 369.03 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 522.96 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'03", A DISTANCE OF 101.78 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 3; THENCE, DEPARTING SAID WESTERLY PLAT LINE, SOUTH 58°34'52" WEST, A DISTANCE OF 100.28 FEET TO A POINT ON THE WESTERLY LINE OF LAKE OSBORNE DRIVE, AS SHOWN ON SAID REVISED PLAT; THENCE, SOUTH 29°36'49" WEST A DISTANCE OF 23.60 FEET TO REFERENCE POINT "A" AND THE POINT OF BEGINNING; THENCE, SOUTH 40°37'00" EAST A DISTANCE OF 80.49 FEET; THENCE SOUTH 49°47'21" EAST, A DISTANCE OF 105.02 FEET; THENCE SOUTH 56°48'19" EAST A DISTANCE OF 80.18 FEET; THENCE SOUTH 62°46'32" EAST A DISTANCE OF 122.86 FEET; THENCE SOUTH 80°37'24" EAST A DISTANCE OF 196.08 FEET; THENCE SOUTH 84°10'42" EAST A DISTANCE OF 48.52 FEET; THENCE SOUTH 88°30'03" EAST A DISTANCE OF 49.97 FEET TO THE POINT OF TERMINUS OF CENTERLINE NO. 1 AT REFERENCE POINT "B".

TOGETHER WITH THE FOLLOWING:

CENTERLINE NO. 2

COMMENCING AT REFERENCE POINT "B"; THENCE NORTH 01°29'57" EAST A DISTANCE OF 7.50 FEET TO THE POINT OF BEGINNING OF CENTERLINE NO. 2; THENCE SOUTH 88°30'03" EAST A DISTANCE OF 426.40 FEET; THENCE SOUTH 73°21'34" EAST A DISTANCE OF 205.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 393.37 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 31°46'56" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°25'29", A DISTANCE OF 222.62 FEET TO THE POINT OF TERMINUS OF CENTERLINE NO. 2 AND POINT OF REFERENCE "C".

TOGETHER WITH THE FOLLOWING:

CENTERLINE NO. 3

COMMENCING AT REFERENCE POINT "C", THENCE SOUTH 61°23'49" WEST A DISTANCE OF 7.51 FEET TO THE POINT OF BEGINNING OF CENTERLINE NO. 3, AT A POINT ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET; FROM WHICH A RADIAL LINE BEARS SOUTH 58°31'28" WEST; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°27'50",

(CONTINUED ON SHEET 2 OF 6)

SHEET 1 OF 6
SEC. 28, TWP. 44 S., RGE. 43 E.

DWG: S:\lww_\lww_faf3\dwg\faf3sk11.dwg
 XREFS: faf3r01.dwg
 IMAGES: I:\REF DATA\PROG\2005\area6.sld
 PLOT DATE: Oct 16, 2008 - 8:57am

REV: 10-16-08	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: N/A
FIELD: -	 MOCK ROOS ENGINEERS SURVEYORS PLANNERS		DATE: 9-19-07
DRAWN: MAG			P.A.NO. A0063.69
APPR: MHC <i>[Signature]</i>	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA	DR. NO. A-4459

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 1 OF 6)

A DISTANCE OF 154.27 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 02°50'09" WEST A DISTANCE OF 127.43 FEET; THENCE SOUTH 10°30'42" WEST A DISTANCE OF 135.04 FEET; THENCE SOUTH 21°19'18" WEST A DISTANCE OF 120.85 FEET TO POINT OF TERMINUS OF CENTERLINE NO. 3.

TOGETHER WITH THE FOLLOWING:

CENTERLINE NO. 4

BEGINNING AT REFERENCE POINT "A"; THENCE NORTH 32°20'34" WEST A DISTANCE OF 102.62 FEET; THENCE NORTH 30°35'31" WEST A DISTANCE OF 79.73 FEET TO REFERENCE POINT "D"; THENCE CONTINUE NORTH 30°35'31" WEST A DISTANCE OF 7.51 FEET; THENCE NORTH 29°29'52" WEST A DISTANCE OF 104.16 FEET TO THE POINT OF TERMINUS OF CENTERLINE NO. 4.

THE SIDES OF THE AFOREMENTIONED EASEMENTS SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN CONTINUOUS STRIPS OF LAND 15.00 FEET IN WIDTH FOR CENTERLINES NO. 1, 3 AND 4, AND 30.00 FEET IN WIDTH FOR CENTERLINE NO. 2; AND TO INTERSECT EXISTING EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

TOGETHER WITH THE FOLLOWING:

COMMENCING AT REFERENCE POINT "D"; THENCE NORTH 59°24'29" EAST A DISTANCE OF 7.50 FEET TO POINT OF BEGINNING "D"; THENCE NORTH 29°48'14" WEST A DISTANCE OF 26.60 FEET TO A POINT ON THE SOUTH LINE OF THE 25 FEET BY 50 FEET EASEMENT FOR WELL F-3 AS SHOWN ON MOCK ROOS & ASSOCIATES, INC. DRAWING NO. A-4413; THENCE, ALONG SAID SOUTH LINE, NORTH 65°04'45" EAST, A DISTANCE OF 20.00 FEET; THENCE, DEPARTING SAID SOUTH LINE, SOUTH 24°55'15" EAST, A DISTANCE OF 26.50 FEET; THENCE SOUTH 65°04'45" WEST A DISTANCE OF 17.74 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE AFOREMENTIONED EASEMENTS CONTAINS 48,847.95 SQUARE FEET, OR 1.12 ACRES, MORE OR LESS.

NOT VALID WITHOUT
ACCOMPANYING SKETCH
SHEETS 3, 4, 5 AND 6 OF 6

NOTES:

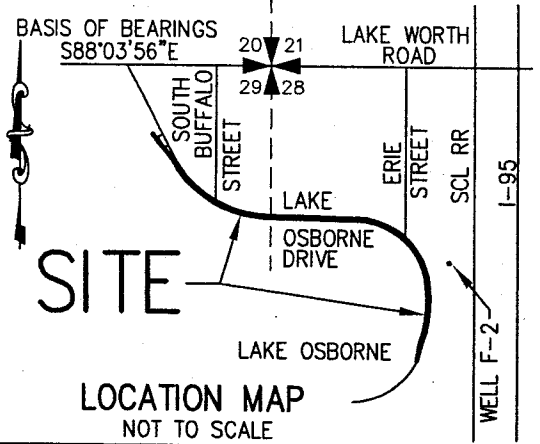
1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN, SAID BEARING BEING SOUTH 88°03'56" EAST.


MANUEL A. GUTIERREZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4102

SHEET 2 OF 6
SEC. 28, TWP. 44 S., RGE. 43 E.

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REV: 12-12-07	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: N/A	
FIELD: -	 MOCK • ROOS ENGINEERS • SURVEYORS • PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DATE: 9-19-07	
DRAWN: MAG			UTILITY EASEMENT	P.A.NO. A0063.69
APPR: MHC			FOR THE CITY OF LAKE WORTH	DR. NO. A-4459
			PALM BEACH COUNTY, FLORIDA	



LEGEND

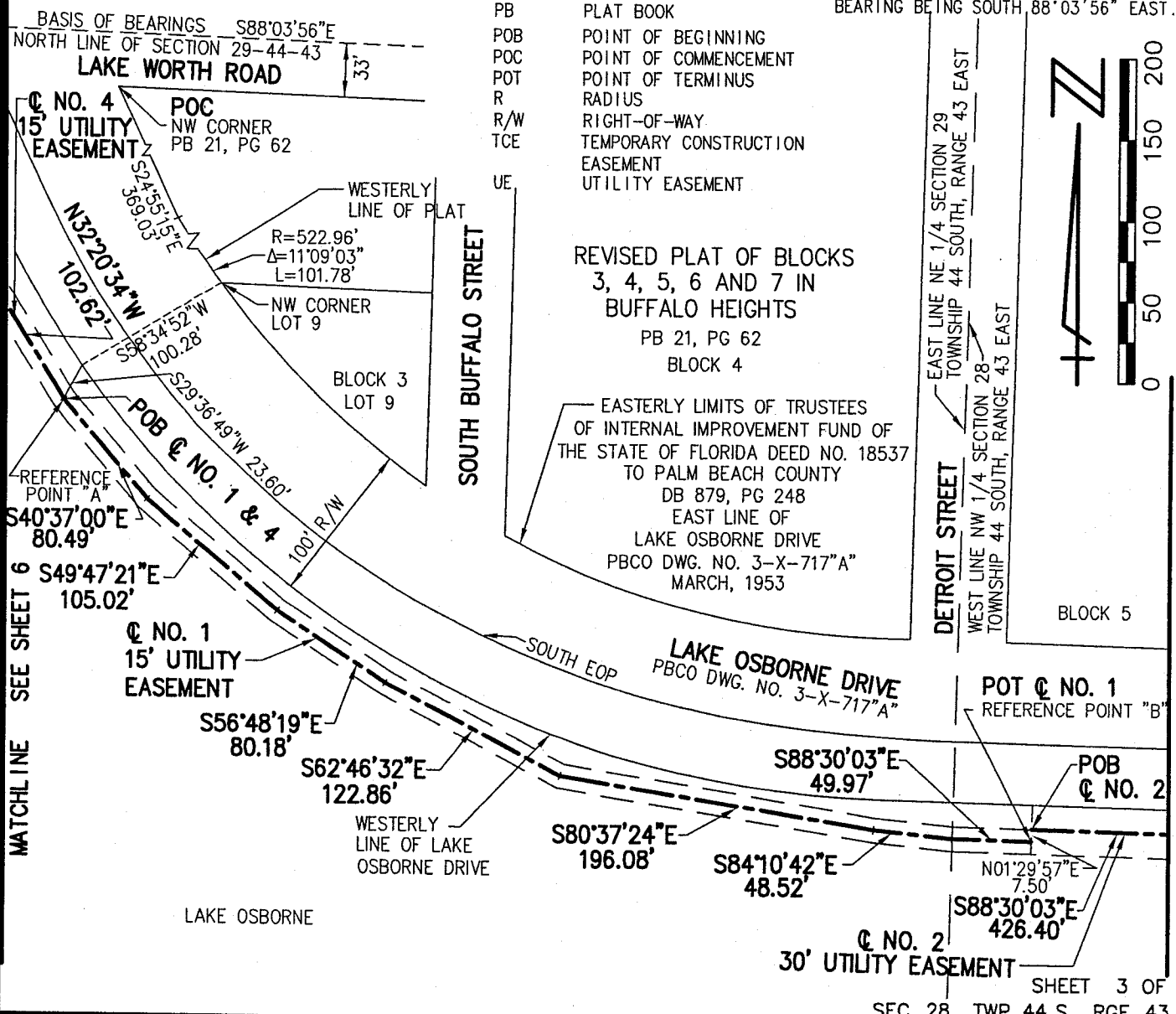
- L ARC DISTANCE
- CLW CENTERLINE
- Δ CITY OF LAKE WORTH
- DB DEED BOOK
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- DE DRAINAGE EASEMENT
- EOP EDGE OF PAVEMENT
- IEE INGRESS-EGRESS EASEMENT
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PBCO PALM BEACH COUNTY
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R RADIUS
- R/W RIGHT-OF-WAY
- TCE TEMPORARY CONSTRUCTION EASEMENT
- UE UTILITY EASEMENT


NOTES:

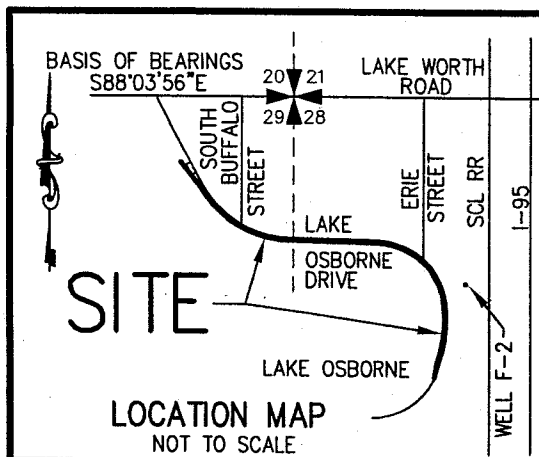
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 SEE SHEET 6
 MATCHLINE

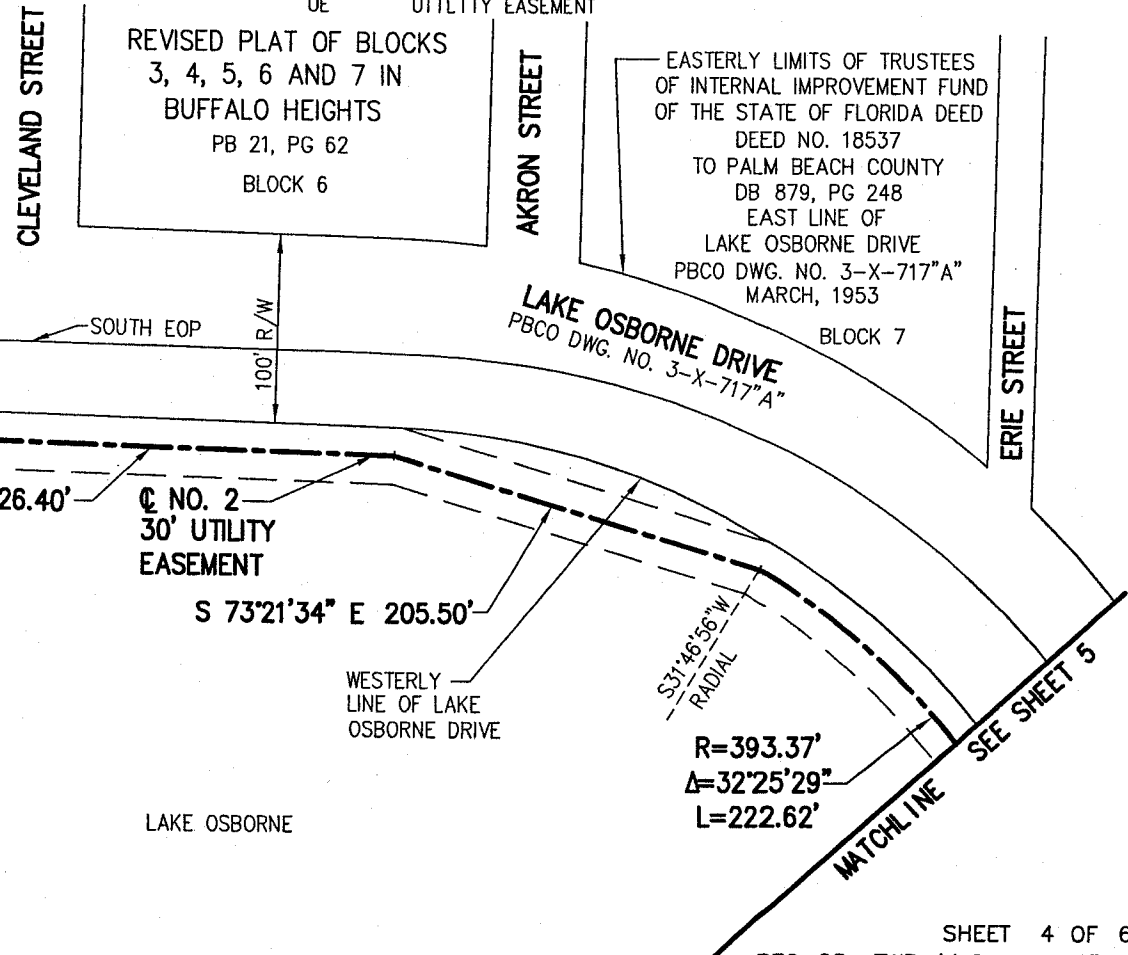
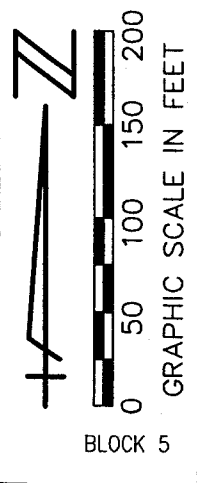


REV: 12-12-07	FL. E.B. NO. 48	FL. L.B. NO. 48	 MOCK • ROOS ENGINEERS • SURVEYORS • PLANNERS
FIELD: -	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		UTILITY EASEMENT FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA
DRAWN: MAG			SCALE: 1"=100' DATE: 09-19-07 P.A.NO. A0063.69 DR. NO. A-4459
APPR: MHC			



- LEGEND:**
- L ARC DISTANCE
 - ⊙ CENTERLINE
 - △ CENTRAL ANGLE
 - CLW CITY OF LAKE WORTH
 - DB DEED BOOK
 - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 - DE DRAINAGE EASEMENT
 - EOP EDGE OF PAVEMENT
 - IEE INGRESS-EGRESS EASEMENT
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 - POT POINT OF TERMINUS
 - R RADIUS
 - R/W RIGHT-OF-WAY
 - TCE TEMPORARY CONSTRUCTION EASEMENT
 - UE UTILITY EASEMENT

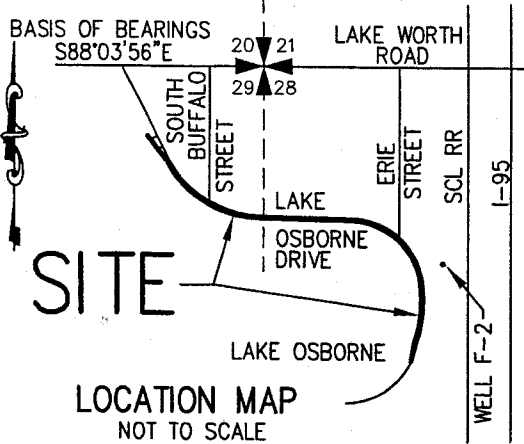
- NOTES:**
1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
 2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
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SHEET 4 OF 6
SEC. 28, TWP. 44 S., RGE. 43 E.

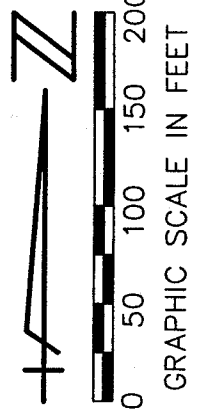
REV: 12-12-07	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: 1"=100'
FIELD: -			DATE: 9-19-07
DRAWN: MAG			P.A.NO. A0063.69
APPR: MHO			DR. NO. A-4459
5720 Corporate Way, West Palm Beach, Florida 33407		FOR THE CITY OF LAKE WORTH	
(561) 683-3113, fax 478-7248		PALM BEACH COUNTY, FLORIDA	



HOLIDAY 2
MOBILE PARK
ORB 11397, PG 1181

EASTERLY LIMITS OF TRUSTEES
OF INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA
DEED NO. 18537
TO PALM BEACH COUNTY
DB 879, PG 248
EAST LINE OF
LAKE OSBORNE DRIVE
PBCO DWG. NO. 3-X-717"A"
MARCH, 1953

CITY OF
LAKE WORTH
ORB 8574, PG 1815

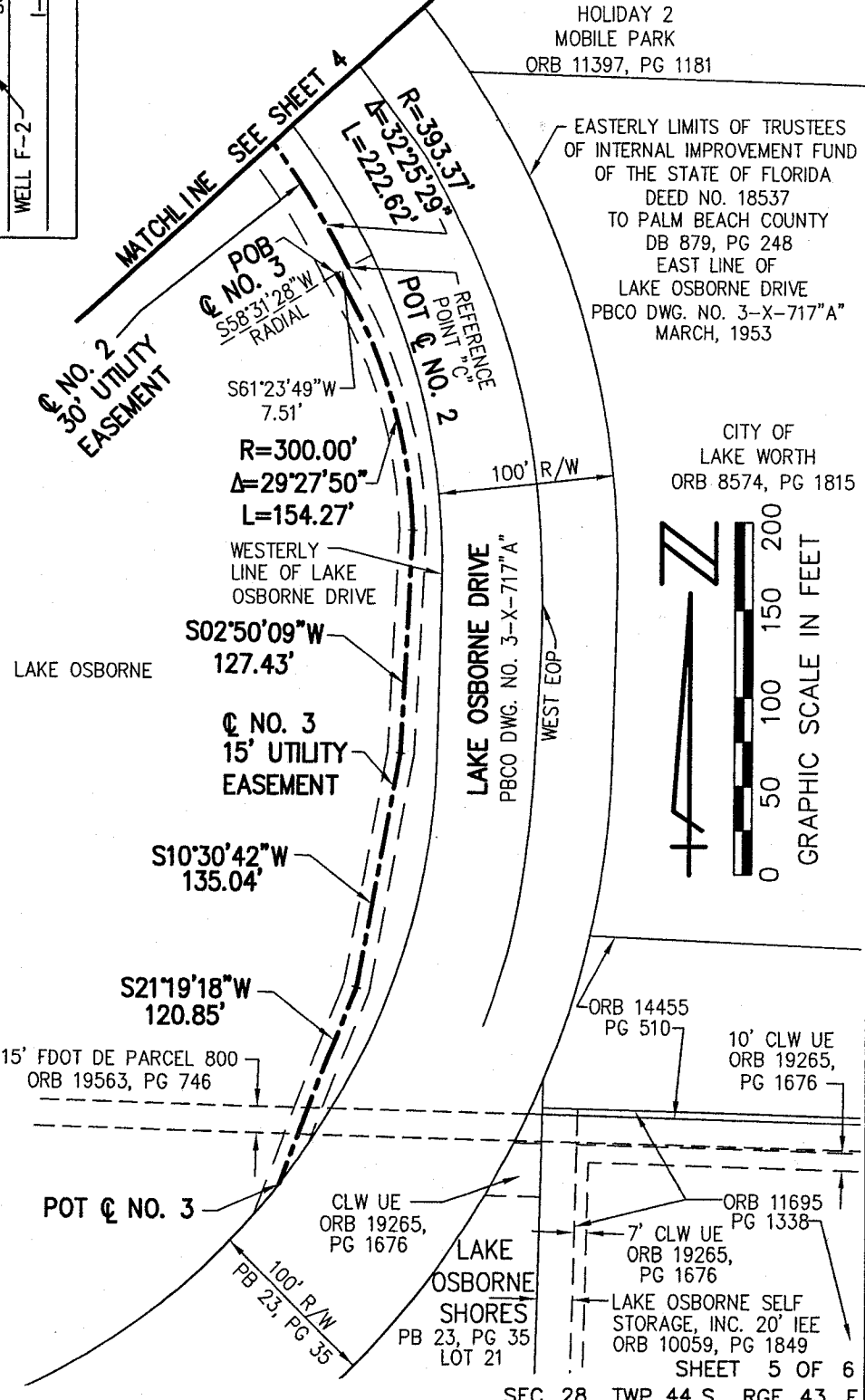


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LEGEND:

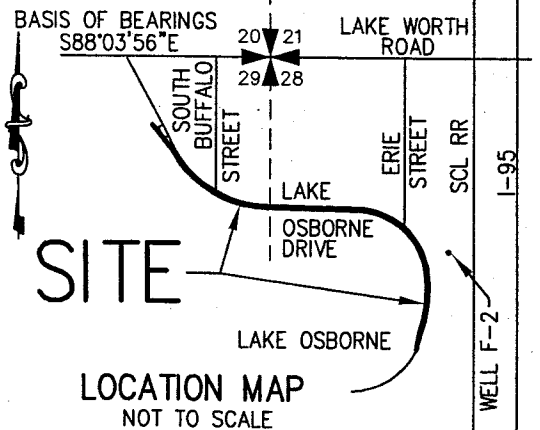
- L ARC DISTANCE
- © CENTERLINE
- △ CENTRAL ANGLE
- CLW CITY OF LAKE WORTH
- DB DEED BOOK
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- DE DRAINAGE EASEMENT
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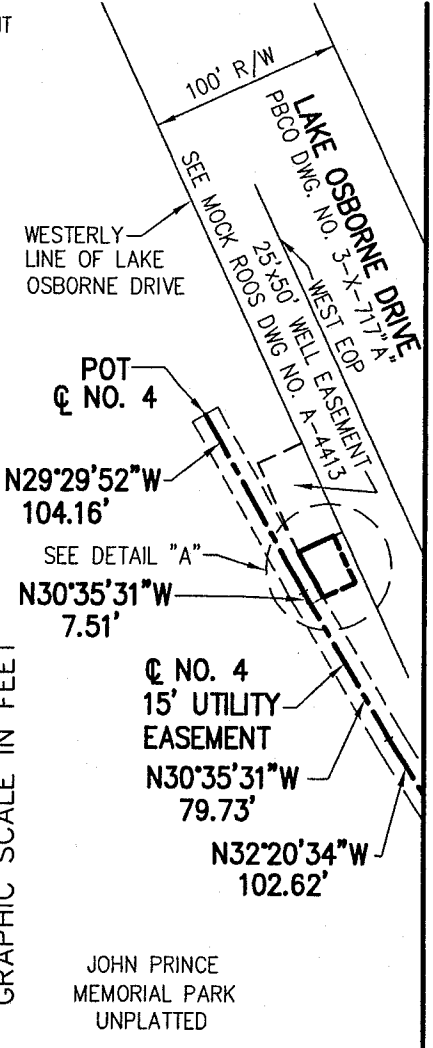
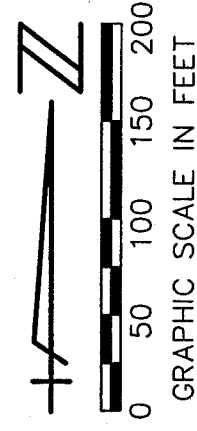
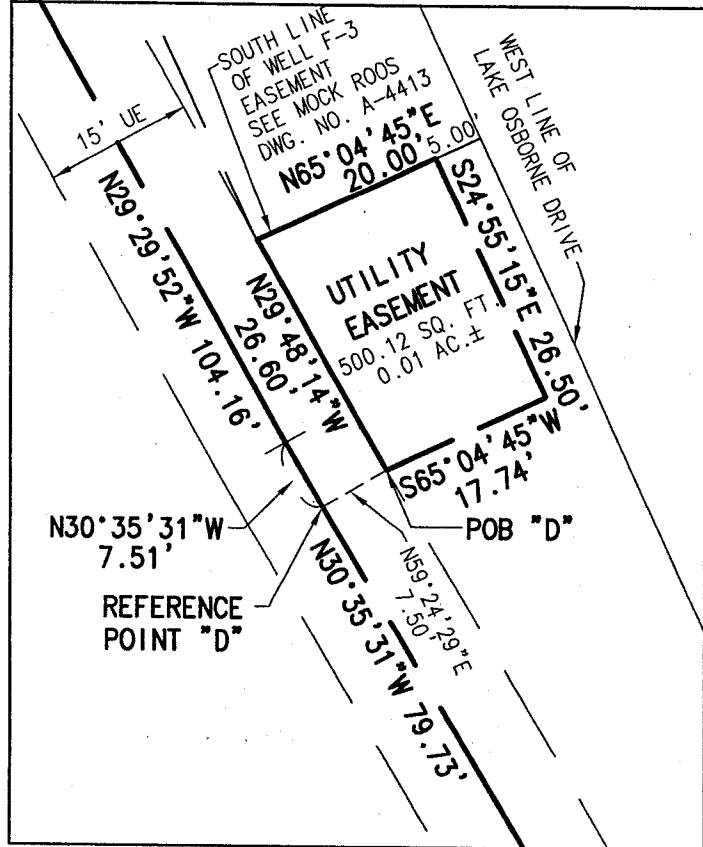
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SEC. 28, TWP. 44 S., RGE. 43 E.

REV: 12-12-07	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: 1"=100'
FIELD: -			DATE: 9-19-07
DRAWN: MAG			P.A.NO. A0063.69
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4459
UTILITY EASEMENT FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA			



- LEGEND**
- L ARC DISTANCE
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DETAIL "A"
NOT TO SCALE

SHEET 6 OF 6
SEC. 28, TWP. 44 S., RGE. 43 E.

REV: 10-16-08	FL. E.B. NO. 48	FL. L.B. NO. 48	SCALE: 1"=100'
FIELD: -			DATE: 09-19-07
DRAWN: MAG			P.A.NO. A0063.69
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4459
UTILITY EASEMENT FOR THE CITY OF LAKE WORTH PALM BEACH COUNTY, FLORIDA			

MATCHLINE SEE SHEET 3

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA ITS OFFICERS
EMPLOYEES AGENTS
C/O PARKS AND RECREATION
2633 VISTA PARKWAY
WEST PALM BEACH FL 334115605

Administrator

Issue Date 10/9/08

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 1113

COVERAGE PERIOD: FROM 10/1/08

COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible \$100,000 Self Insured Retention

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible \$100,000 Self Insured Retention

TYPE OF COVERAGE - PROPERTY

Buildings

- Basic Form
- Special Form

Personal Property

- Basic Form
- Special Form

Agreed Amount

Deductible Various

Coinsurance 100%

Blanket

Specific

Replacement Cost

Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing

Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

Statutory Workers' Compensation

Employers Liability

\$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate By Disease

Deductible \$350,000 Self Insured Retention

Automobile/Equipment - Deductible

- Physical Damage \$250 - Comprehensive - Auto \$1,000 - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

- * The limit of liability is \$5,000,000 for General Liability and \$1,000,000 for Automobile Liability (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of \$100,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Floridian Aquifer Well Easement Pipeline in John Prince Park.

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF LAKE WORTH
7 NORTH DIXIE HIGHWAY
LAKE WORTH FL 33460

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE