

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Interlocal Agreement with the City of Boynton Beach (City) for construction and operation of a sewer force main at Caloosa Park; and
- B) a Temporary Construction Easement in favor of the City of Boynton Beach for the installation of a sewer force main; and
- C) a Utility Easement in favor of the City of Boynton Beach across a portion of Caloosa Park for access to and maintenance of the sewer force main.

Summary: The County's Caloosa Park is located south of Woolbright Road, east of Congress Avenue, west of and adjacent to the FEC Railroad right-of-way in Boynton Beach. In order to improve sanitary sewer utility services to its service area, the City is in the process of installing a new lift station and regional sewer force main. To complete the overall project, the City requires access through the Park property. Pursuant to the terms of this Interlocal Agreement, the County will grant the City a Temporary Construction Easement (TCE) to install the force main and will also grant a perpetual Utility Easement to access and maintain the force main. Both easement areas are located within an existing FPL easement area along the eastern Park boundary. The TCE is approximately 40' wide x 1,773.84' long for a total area of 70,953 square feet (1.63 acres). The utility easement is approximately 12' wide x 1,749.92' long for a total area of 20,999 square feet (.48 acres) and provides for access along the western boundary of the Park. In exchange for the County granting the easements to the City at no charge, the City will extend its reclaimed waterline to the Park boundary and allow the County to connect without charge. The City will also install a new landscape buffer along the western boundary of the easement. The Interlocal Agreement is for a term of three (3) years or the completion of the improvements, whichever is earlier. (PREM) District 3 (JMB)

Background and Justification: Construction of the City's project is expected to begin in the spring of 2009 and take approximately one (1) month to complete and is not expected to adversely impact Park activities. The City has agreed to replace the existing landscape buffer with a new native vegetation buffer, subject to the Parks and Recreation Department's specifications. In anticipation of this project, the City recently extended a reclaimed waterline from the west side of Congress Avenue to the entrance of Caloosa Park for irrigation purposes at the City's cost of \$106,500.61. Caloosa Park has two baseball fields, two softball fields, three multi-purpose fields as well as common areas which are currently irrigated using well water. The County is currently permitted to use up to 35 million gallons of water annually for irrigation purposes within the Park. Using the City's reclaimed water for Caloosa Park will reduce the County's demand on the superficial aquifer, and allow flexibility in watering as reclaimed water is not subject to South Florida Water Management District use restrictions. The County has the right to cancel the Interlocal Agreement with 90 days written notice. The TCE will automatically terminate upon project completion, or one (1) year from the effective date, whichever is earlier. The City is limited to the hours of 7 am to 5 pm for work within the TCE area, Monday through Friday.

Attachments:

- 1. Location Map
- 2. Interlocal Agreement
- 3. Temporary Construction Easement
- 4. Utility Easement
- 5. City Resolution (R-08-131)

**Agenda item is more than 50 pages;
may be viewed in Administration.**

Recommended By: [Signature] Department Director Date: 12/16/08
Approved By: [Signature] County Administrator Date: 12/29/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	0				
Operating Costs	0				
External Revenues	0				
Program Income (County)	0				
In-Kind Match (County)	0				
NET FISCAL IMPACT	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget: Yes _____ No _____

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


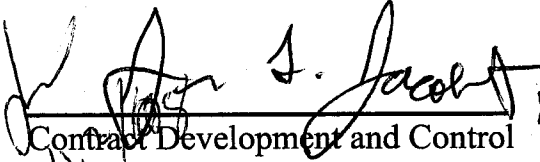
B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact.

C. Departmental Fiscal Review: _____


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12-22-08
 OFMB (NO) 12/19 CN 10/108
 12/22/08
 Contract Development and Control

This Contract complies with our contract review requirements.

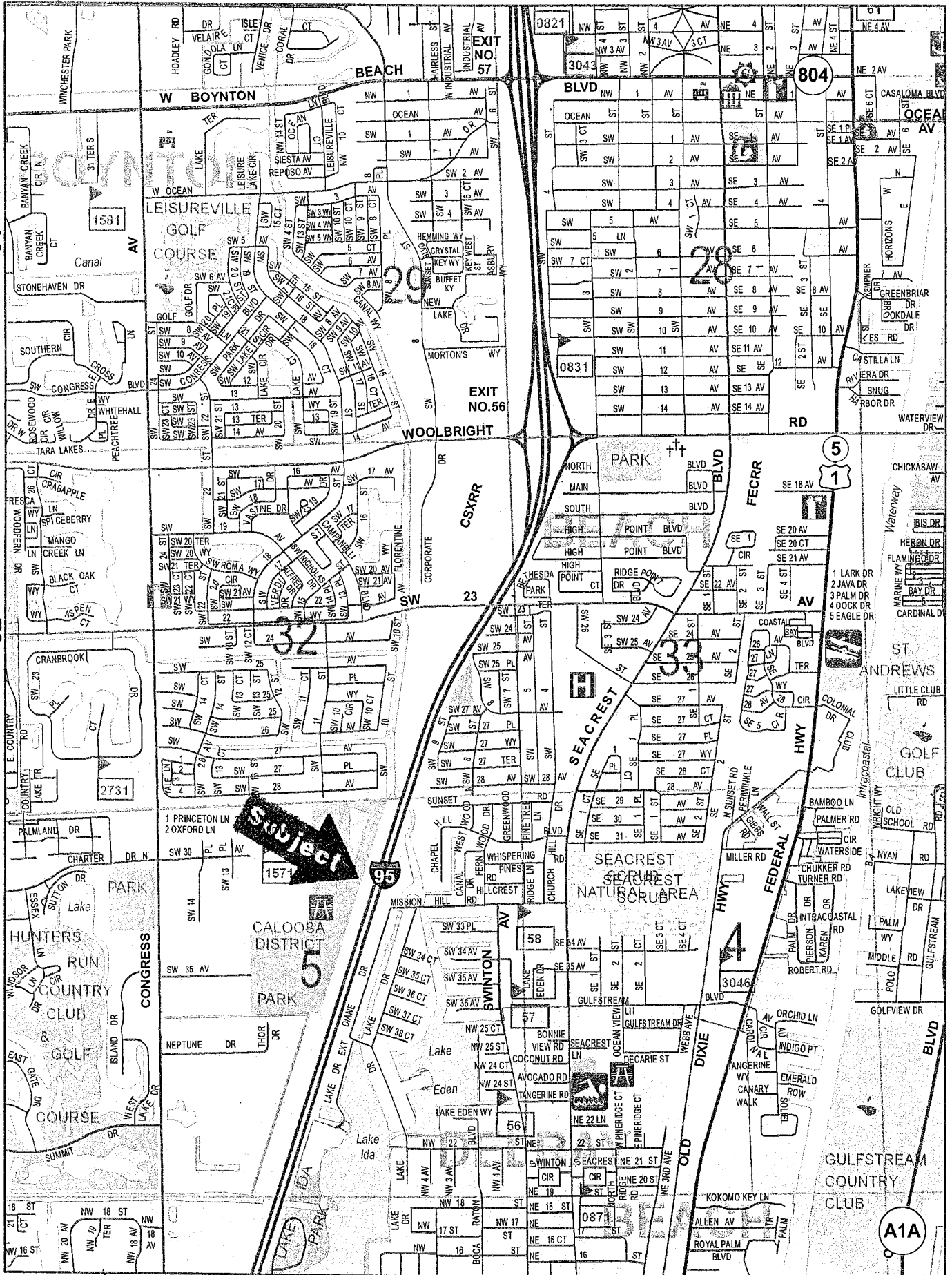
B. Legal Sufficiency:

 12/23/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Attachment # 1

LOCATION MAP



INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made this _____, between the **CITY OF BOYNTON BEACH**, a Florida municipal corporation organized and existing under the laws of the State of Florida, located in Palm Beach County, Florida (hereinafter "City") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, County owns and operates Caloosa Park (hereinafter referred to as the "Park"), a regional park located west of the City; and

WHEREAS, City is in the process of constructing a lift station and installing a regional force main in order to improve sanitary sewer utility services within the City; and

WHEREAS, City needs to install a portion of the regional force main (the “Force Main”) on Park property in order to connect certain properties in the City’s service area to the new lift station; and

WHEREAS, City has requested that County grant City (i) a permanent utility easement over Park property for the Force Main, (ii) a temporary construction easement to allow installation of the Force Main, and (iii) access through the Park to allow City to maintain the Force Main; and

WHEREAS, in exchange for County granting City an easement over Park property for the installation of the Force Main, City is willing to, at its sole cost and expense, (i) extend City’s reclaimed water line to the Park boundary in order to provide the Park with reclaimed water for irrigation, and (ii) clear exotic vegetation from the Force Main easement area and replace the exotic vegetation with a new landscape buffer.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to allow City to use County’s Park for the installation of a regional force main needed to improve sanitary sewer utility services within the City, in exchange for which City will, at City’s sole cost and expense, provide

County with improvements to County's Park that will reduce County's operating costs and improve the aesthetics of the Park.

Section 2. Definitions

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Park" means Caloosa Park located west of the City of Boynton Beach.

Section 3. Representative/Monitoring Position

The County's representative/contract monitor during the term of this Agreement shall be the Director of County's Parks and Recreation Department, 2700 6th Avenue South, Lake Worth, Florida 33461-4799, whose telephone number is (561) 966-6600.

The City's representative/contract monitor during the term of this Agreement shall be Paul M. Fleming, PMP, Senior Project Manager, City of Boynton Beach, 124 East Woolbright Road, Boynton Beach, FL 33435, whose telephone number is (561) 742-6487.

Section 4. Effective Date/Term

This Agreement shall take effect upon execution by County. The term of this Agreement shall be for a period of three (3) years, and unless otherwise terminated as provided herein, shall continue in full force and effect up to and through the date that City has completed the improvements to Park as provided for in this Agreement, and the date that County has granted all easements to City allowing City to install and maintain

the Force Main on Park property as provided for in this Agreement. The term of this Agreement may be extended upon entering into a written amendment to this Agreement, executed by both parties.

Section 5. Services Rendered

County will grant one or more easements to City allowing City to construct and maintain the Force Main needed by City in order to improve sanitary sewer utility services in the City, and in exchange, City shall provide County with access to a reclaimed water line for irrigation of the Park, and a new landscape buffer in the location of the Force Main easement area.

Section 6. Responsibilities and Duties

A. County agrees to provide City with a 12-foot permanent utility easement (the "Force Main Easement") in substantially the form attached hereto as **Exhibit "A"** for the installation of the Force Main. The Force Main Easement shall be granted over a portion of the Park as legally described on **Exhibit "B"** attached hereto (the "Easement Area"). The City acknowledges that the Easement Area is within the limits of an existing FPL easement, and any City improvements within the Easement Area must be coordinated with FPL. The Force Main Easement may be amended upon mutual consent by the County and City. County shall not be required to expend any funds in connection with the approval, installation, or maintenance of the Force Main.

The Force Main Easement shall include the City's right of access over a portion of the Park as identified and depicted in the Force Main Easement for the purpose of maintenance of the Force Main. City, at all times during any maintenance or inspection

of the Force Main, agrees to conduct its operations in order not to unnecessarily disrupt operations at the Park.

B. County agrees to grant City a 40-foot temporary construction easement (the "TCE") for the installation of the Force Main, which TCE shall be substantially in the form of Exhibit "C" attached hereto and in the location legally described therein. The City acknowledges that the TCE easement area is within the limits of an existing FPL easement and any City activities within the TCE easement area must be coordinated with FPL. City, at all times during the installation of the Force Main, agrees to conduct its operations in order not to unnecessarily disrupt operations at the Park.

C. City, at the City's sole cost and expense, agrees to remove all exotic vegetation as permitted from the Easement Area and install a new landscape buffer at its sole cost and expense and in accordance with the landscape plan (the "Landscape Plan") attached hereto as Exhibit "D". City, at all times during the implementation of the Landscape Plan, agrees to conduct its operations in order not to unnecessarily disrupt operations at the Park.

D. City, at the City's sole cost and expense, shall extend its reclaimed water line (the "Reclaimed Water Line") to the boundary of the Park as shown on Exhibit "E" attached hereto, and hereby agrees to allow County to connect to the Reclaimed Water Line. City shall not charge County a connection fee, but County shall be responsible for all costs associated with connecting the Park's irrigation system to the Reclaimed Water Line. City, at the City's sole cost and expense, shall also install a separate meter for the Park, and County shall be responsible for the cost of its use of the Reclaimed Water.

E. City expressly acknowledges that City's use of any part of the Park is secondary to County's operations at the Park, and in particular, City agrees to maintain public access at all times, and acknowledges and agrees that the Director of County's Parks and Recreation Department shall review and approve in advance all plans, including, but not limited to location of the Force Main, location of easements, the construction schedule for installation of the Force Main, and the Landscape Plan.

F. City shall be responsible for obtaining, at its sole cost and expense, any permits required for the installation of the Force Main and/or the implementation of the Landscape Plan.

G. City agrees to accept the Easement Area "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 of or in the Easement Area, 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.

Section 7. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 8. Termination

In the event the City fails to cure a default following notice from the County, this Agreement may be terminated by County upon ninety (90) days prior written notice to City.

Section 9. Enforcement Costs

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

Section 10. Annual Appropriation

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

Section 11. Notice

All notices, consents, approvals 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 (provided in each case a receipt is obtained), 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. 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:

(a) If to the County at:

Attention: Director
Palm Beach County
Property and Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
(561) 233-0217 (telephone)
(561) 233-0210 (facsimile)

with a copy to:

Attention: Director
Palm Beach County
Parks & Recreation Department
2700 6th Avenue South
Lake Worth, Florida 33461-4727
(561) 966-6600 (telephone)
(561) 963-6719 (facsimile)

with a copy to:

County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4700
(561) 355-2225 (telephone)
(561) 355-4398 (facsimile)

If to the City at:

Attention: City Manager
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33435
(561) 742-6010 (telephone)
(561) 742-6011 (facsimile)

with a copy to:

Attention: Utilities Director
City of Boynton Beach
124 East Woolbright Road
Boynton Beach, Florida 33435
(561) 742-6404 (telephone)
(561) 742-6298 (facsimile)

with a copy to:

Attention: Deputy Utilities Director
City of Boynton Beach
124 East Woolbright Road
Boynton Beach, Florida 33435
(561) 742-6401 (telephone)
(561) 742-6298 (facsimile)

and:

Paul M. Fleming, PMP, Senior Project Manager
City of Boynton Beach
124 East Woolbright Road
Boynton Beach, Florida 33435
(561) 742-6487 (telephone)
(561) 742-6298 (facsimile)

and:

City Attorney's Office
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33435
(561) 742-6053 (telephone)
(561) 742-6054 (facsimile)

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

Section 12. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 13. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 14. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 15. Indemnification

City agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault whether active or passive of County, of anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Agreement. City's aforesaid

indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the negligence or willful misconduct of the County, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Section 768.28, Florida Statutes, be waived.

Section 16. Insurance

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 shall maintain said insurance policies at limits not less than \$500,000 each occurrence. City shall 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". The Additional Insured endorsement shall provide 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 Statutes Chapter 440.

City shall 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 shall have County added as an "Additional Insured" on the builder's risk. When construction is completed, City agrees to maintain all-risk property insurance for adequate limits of coverage on the building(s) and contents, if any, 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 provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

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

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.

City expressly understands and agrees that any insurance protection furnished by City shall in no way limit its responsibility to indemnify and save harmless County under the provisions of Section 15 of this Agreement.

Section 17. Amendments

This Agreement may be modified and amended by written instrument upon mutual agreement of the parties hereto.

Section 18. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. In the event City 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, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof or injunctive relief. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 19. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 20. Equal Opportunity Provision

The County and the City agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender identity or expression or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 21. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 22. Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed incorporated into this Agreement by reference.

Section 23. Severability

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 portions of this Agreement and the same shall remain in full force and effect.

Section 24. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

Section 25. Survival

The City's obligations set forth in Section 15 of this Agreement shall survive the termination of this Agreement.

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

ATTEST:

County:

**SHARON R. BOCK,
Clerk & Comptroller**

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: Ret. Anthony Wolf
Department Director

ATTEST:

City:

CITY OF BOYNTON BEACH, a Florida
municipal corporation organized and
existing under the laws of the State of Florida

By: Judith A. Pyle
Judith A. Pyle, Deputy, City Clerk

By: Jerry Taylor
Jerry Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

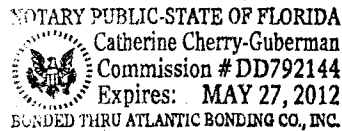
I HEREBY CERTIFY that on this 19th day of November, 2008,
before me personally appeared Jerry Taylor, Mayor, personally known
to me or who produced N/A as identification and who did
() did not () take an oath and who executed the foregoing instrument and
acknowledged before me that he executed the same for the purposes therein.

Catherine Cherry-Guberman
Notary Public, State of Florida

Catherine Cherry-Guberman
Print Name

Commission No. DD792144

My Commission Expires: May 27, 2012



Exhibits to Interlocal Agreement

Exhibit "A" – Force Main Easement

Exhibit "B" – Easement Area (Force Main Easement)

Exhibit "C" – Temporary Construction Easement

Exhibit "D" – Landscape Plan

Exhibit "E" – Reclaimed Water Line Location

Prepared by & Return to:
Katrina L. Gilbert
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 334115605

PCN: 08-43-46-05-00-000-3010
08-43-46-05-00-000-3040

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement"), made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("COUNTY"), in favor of the **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, whose address is 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435-7934, ("CITY").

WITNESSETH:

That COUNTY for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto CITY, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the construction, operation and maintenance of underground regional force main and appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, described on Exhibit "A" attached hereto and made a part hereof as if recited at length (the "Easement Premises")

**See legal description marked Exhibit "A"
attached hereto and made a part hereof**

together with the right of ingress and egress thereto, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, depicted on Exhibit "B" attached hereto and made a part hereof as if recited at length (the "Access Premises").

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. CITY shall cause the regional force main and its appurtenances to be constructed within the confines of the Easement Premises.
2. CITY hereby expressly agrees that in the event that CITY, its successors and assigns, shall ever abandon use of the of the Easement Premises or cease to use the Easement Premises for the purposes herein expressed, the easements granted herein shall become null and void, and all the right, title and interest in and to the Easement Premises and Access Premises shall revert to COUNTY.
3. CITY further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its underground regional force main and appurtenances within the Easement Premises at all times during the term hereof.
4. CITY 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 CITY'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 CITY to indemnify COUNTY for COUNTY's negligent, willful or intentional acts or omissions.
5. The grant of Easement contained herein is solely for the use and benefit of CITY, and CITY's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises or the Access Premises for public use.
6. CITY acknowledges that certain above ground and underground improvements have been constructed by COUNTY and/or FPL within the Easement Premises and Access Premises. Accordingly, CITY covenants that it will protect all such improvements and any improvements made by COUNTY in the future, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, existing fencing and existing trees and landscaping.
7. CITY hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

Exhibit "A" to Interlocal Agreement

Page 3 of 4

8. COUNTY reserves the right to terminate CITY's use of the Access Premises upon ninety (90) days written notice to CITY.

9. 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 portions of this Easement and the same shall remain in full force and effect.

10. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

11. By exercise of the rights granted to CITY by this instrument, CITY acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against CITY, its successors and assigns to the same extent as if such party had physically executed this instrument.

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

13. 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.

14. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**Exhibit "A" to Interlocal Agreement
Page 4 of 4**

IN WITNESS WHEREOF, COUNTY has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

G:\Development\Open Projects\PR-Caloosa Park(Boynton Easement)\Easement utility.JB app.100208.final.doc



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "B"
1 OF 3

DESCRIPTION & SKETCH

PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA

LEGAL DESCRIPTION: Utility Easement

A 12.00 foot wide strip of land lying in a portion of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida and being a portion of the lands described in Official Records Book 3209, at Page 260 through 261 inclusive, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of said described lands, said point being the POINT OF BEGINNING, said point also being on the Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Westerly right-of-way line, for 344.80 feet to a point on the North right-of-way line of the Lake Worth Drainage District Lateral Canal L-29; Thence departing aforesaid Westerly right-of-way line South 88°09'30" West along said North right-of-way line, for 12.73 feet, said point being on a line 12.00 feet West of and parallel with the Southerly extension of the Easterly line of aforesaid described lands and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence departing aforesaid North right-of-way line North 17°39'52" East along said parallel line, for 1,749.92 feet; Thence departing said parallel line South 72°20'08" East, for 12.00 feet, said point being on aforesaid described lands Easterly line and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Easterly and Westerly line, for 1,400.87 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in Palm Beach County, Florida.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC., THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WANTMAN GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

4. BEARINGS BASED ON AN ASSUMED BEARING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, SAID LINE BEARS SOUTH 17°39'52" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. WANTMAN GROUP, INC., CERTIFICATE OF AUTHORIZATION No. 7055, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

For The Firm:
Wantman Group, Inc.

Derek G. Zeman DATE: 9/4/08

DEREK G. ZEMAN, PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	BY:	DATE:
09/04/08	REVISED PER COMMENTS	MGR		03/31/08
			OFFICE	MGR
			CHECKED	DGZ
				DATE
				03/31/08
				JOB
				407667.01
				SHEET
				1 OF 3
				DWG
				66701_UE 5

K:\CITY OF BOYNTON BEACH\BB FORCEMAIN\dwg\Leggis\66701_UE 5.dwg Sh 1 Sep 04, 2008:



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411

(866) 909-2220 phone (561) 687-1110 fax

CERT No. 6091 - LB No. 7055

JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA

www.wantmangroup.com

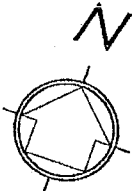
EXHIBIT "B"

DESCRIPTION & SKETCH

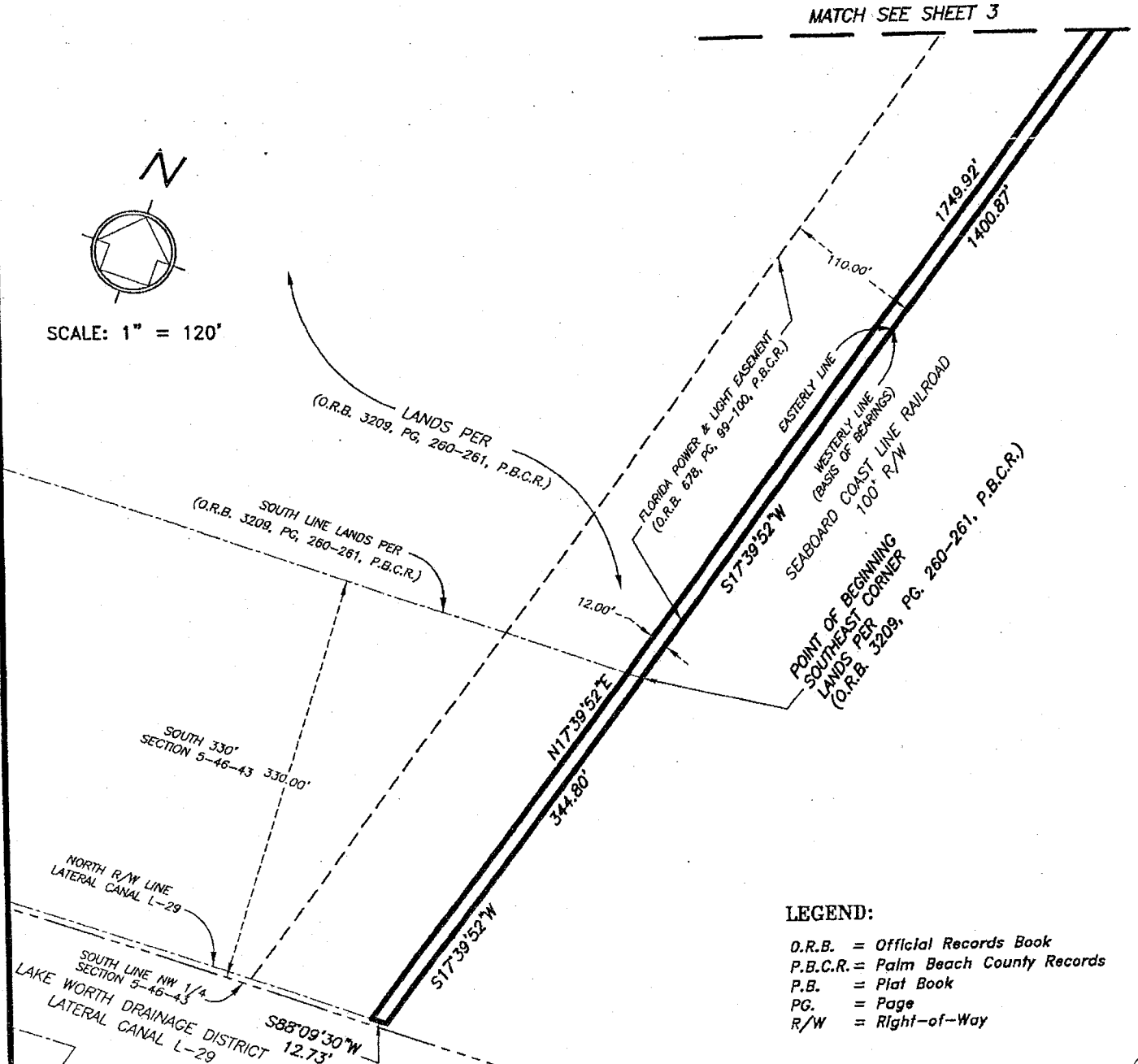
PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

MATCH SEE SHEET 3



SCALE: 1" = 120'



LEGEND:

- D.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

DATE: _____ REVISION: _____ BY: _____

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

		OFFICE	MRG	DATE	03/31/08	JOB	407667.01
		CHECKED	DGZ	SHEET	2 OF 3	DWG	66701_UE 5



Wantman Group, Inc.
Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "B"

DESCRIPTION & SKETCH
PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

LANDS PER
(O.R.B. 3209, PG. 260-261, P.B.C.R.)

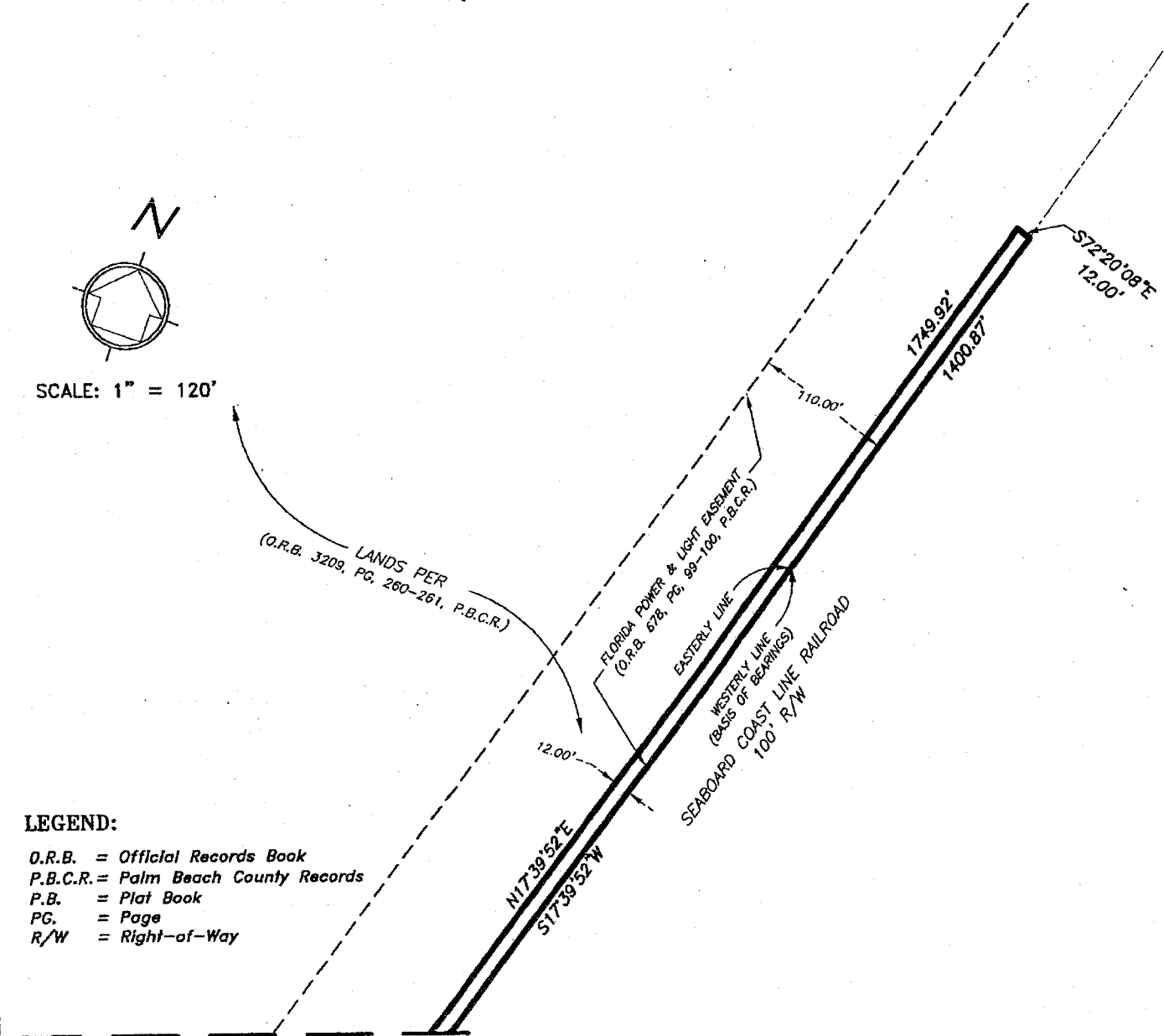
FLORIDA POWER & LIGHT EASEMENT
(O.R.B. 678, PG. 99-100, P.B.C.R.)

EASTERLY LINE
WESTERLY LINE
(BASIS OF BEARINGS)
SEABOARD COAST LINE RAILROAD
100' R/W

LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

MATCH SEE SHEET 2



DATE:

REVISION:

BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

			OFFICE	MRG	DATE	03/31/08	JOB	407667.01
			CHECKED	DGZ	SHEET	3 OF 3	DWG	66701_UE 5

Exhibit "C" to Interlocal Agreement
Page 1 of 17

Prepared by & Return to:
Katrina L. Gilbert
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 08-43-46-05-00-000-3010
08-43-46-05-00-000-3040

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401- 4791, and **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, whose mailing address is 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435-7934 ("Grantee").

RECITALS

Whereas, County is the owner of the land described in Exhibit "A" attached hereto (the "County Property"); and

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to install a regional force main, remove vegetation, and install a landscape buffer on County's Property.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property legally described in Exhibit "B" attached hereto and made a part hereof ("the TCE Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the TCE Easement Premises solely to install a regional force main, remove vegetation, and install a landscape buffer (the "Project"). The regional force main shall be installed in the portion of the TCE Easement Premises legally described in Exhibit "C" attached hereto and made a part hereof (the "Utility Easement Premises"). The landscape buffer will be installed west of the Utility Easement Premises. This Easement shall include the right of ingress and egress thereto, over, across, through and upon that parcel of land depicted in Exhibit "D" attached hereto and made a part hereof (the "Access Premises"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or three hundred sixty-five (365) days after the Effective Date. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a

Exhibit "C" to Interlocal Agreement

Page 2 of 17

Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. **Conditions to Right of Usage.** Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the TCE Easement Premises prior to commencement of construction thereof. Approval shall be obtained from the Director of the Palm Beach County Department of Parks & Recreation, located at: 2700 6th Avenue South, Lake Worth, Florida 33461-4727; (561) 966-6600 (telephone); (561) 963-6719 (facsimile).

All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the TCE Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall give County ten (10) days written notice prior to commencement of construction; Grantee shall not be entitled to construct any improvements within the TCE Easement Premises other than those specifically identified herein.

Grantee acknowledges and agrees that the use of the TCE Easement Premises shall be limited to Monday through Friday during the hours of 7:00 A.M. through 5:00 P.M. Grantee also acknowledges and agrees that no construction shall take place upon the TCE Easement Premises during any holiday when County offices are closed.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the utility facilities within the TCE Easement Premises and shall conduct and coordinate with all utilities that have facilities within the TCE Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the TCE Easement Premises for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the TCE Easement Premises and Access Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the TCE Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete

Exhibit "C" to Interlocal Agreement

Page 3 of 17

the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

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

7. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the TCE Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the TCE Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the TCE Easement Premises or the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee 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. **Insurance.** Grantee shall provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages.

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 16 below prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee is responsible for ensuring that any contractor or subcontractor entering the TCE Easement Premises on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 8.

Exhibit "C" to Interlocal Agreement
Page 4 of 17

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

9. Indemnification. Grantee 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 Grantee's negligent, willful or intentional acts or omissions 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 Grantee to indemnify COUNTY for COUNTY's negligent, willful or intentional acts or omissions.

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

11. Time of Essence. The parties expressly agree that time is of the essence in this Agreement.

12. Matters of Record. Grantee hereby accepts the TCE Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the TCE Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

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

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

Exhibit "C" to Interlocal Agreement

Page 5 of 17

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

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 national overnight delivery service (provided in each case a receipt is obtained), 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 overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM 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 designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
561-233-0217 (telephone)
561-233-0210 (facsimile)

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225 (telephone)
561-355-4398 (facsimile)

Grantee:

Attention: City Manager
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33435
(561) 742-6010 (telephone)
(561) 742-6011 (facsimile)

Exhibit "C" to Interlocal Agreement

Page 6 of 17

With copy to

City of Boynton Beach
Attn: Utilities Director
124 East Woolbright Road
Boynton Beach, Florida 33435
(561) 742-6404 (telephone)
(561) 742-6298 (facsimile)

and:

City Attorney's Office
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33435
(561) 742-6053 (telephone)
(561) 742-6054 (facsimile)

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

17. **Default.** In the event Grantee 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 thereof.

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

19. **Prohibition Against Assignment.** This Easement may not be assigned by Grantee. Any assignment made by Grantee shall be void and without legal effect.

20. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Exhibit "C" to Interlocal Agreement

Page 7 of 17

21. **Reservation of Rights.** County hereby retains all rights relating to the TCE 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 TCE Easement Premises or the right to use the improvements therein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit "C" to Interlocal Agreement
Page 8 of 17

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

Signed, sealed, and delivered in the presence of:

ATTEST:

GRANTEE:

**CITY OF BOYNTON BEACH, a Florida
 municipal corporation organized and
 existing under the laws of the State of Florida**

By: _____
 _____, City Clerk

By: _____
 _____, Mayor

**APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY**

By: _____
 City Attorney

 Witness Signature

 Witness Name Printed

 Witness Signature

 Witness Name Printed

**Exhibit "C" to Interlocal Agreement
Page 9 of 17**

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of _____, 200__, by _____, the _____, of _____, a _____ (_____) who is personally known to me OR (____) who has produced _____ as identification and who (_____) did (_____) did not take a oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name

Commission Number: _____

My Commission Expires: _____

ATTEST:

County:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

Exhibit "C" to Interlocal Agreement

Page 10 of 17

EXHIBIT "A"

COUNTY PROPERTY

A parcel of land located in Section 5, Township 46 South, Range 43 East and being a part of Government Lot 2 and Government Lot 3 and a portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section and more particularly described as follows:

Beginning at a point in the Northwest corner of Government Lot 3; thence running along the North line of said Section 5, North $87^{\circ} 18' 34''$ East, a distance of 934.41 feet to the POINT OF BEGINNING which point is also the Northeast corner of the property owned by the School Board of Palm Beach County and recorded in Official Records Book 2097, page 439; thence South $0^{\circ} 20' 43''$ East, a distance of 1900 feet more or less to a point; thence South $87^{\circ} 18' 34''$ West; a distance of 934.41 feet to a point in the Westerly line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ which point is distant 475 feet Southerly more or less from the Northwest corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence run along the Westerly line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ South $0^{\circ} 20' 43''$ East, a distance of 700 feet more or less to a point, said point is distant 330 feet more or less North of the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence running along the same, North $87^{\circ} 18' 34''$ East, 1130 feet more or less to a point in the Westerly right-of-way of S.A.L. R.R.; thence Northeasterly along the Westerly right-of-way line of the S.A.L. R.R., a distance of 2800 feet more or less to a point in the North line of Section 5, which point is also the Northeast corner of Government Lot 2 lying West of the S.A.L. R.R. right-of-way; thence South $87^{\circ} 18' 34''$ West along the North line of Government Lot 2 and Lot 3, a distance of 1100 feet more or less to the POINT OF BEGINNING.



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "B"

DESCRIPTION & SKETCH

PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA

LEGAL DESCRIPTION: Temporary Construction Easement

A 40.00 foot wide strip of land lying in a portion of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida and being a portion of the lands described in Official Records Book 3209, at Page 260 through 261 inclusive, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of said described lands, said point being the POINT OF BEGINNING, said point also being on the Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Westerly right-of-way line, for 344.80 feet to a point on the North right-of-way line of the Lake Worth Drainage District Lateral Canal L-29; Thence departing aforesaid Westerly right-of-way line South 88°09'30" West along said North right-of-way line, for 42.44 feet, said point being on a line 40.00 feet West of and parallel with the Southerly extension of the Easterly line of aforesaid described lands and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence departing aforesaid North right-of-way line North 17°39'52" East along said parallel line, for 1,773.84 feet; Thence departing said parallel line South 72°20'08" East, for 40.00 feet, said point being on aforesaid described lands Easterly line and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Easterly and Westerly line, for 1,414.87 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in Palm Beach County, Florida.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC., THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WANTMAN GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- BEARINGS BASED ON AN ASSUMED BEARING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, SAID LINE BEARS SOUTH 17°39'52" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. WANTMAN GROUP, INC., CERTIFICATE OF AUTHORIZATION No. 7055, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers, in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

For The Firm
Wantman Group, Inc.

DATE: 09/04/08 REVISION: BY: BY: *Derek G. Zeman* DATE: 9/4/08
DEREK G. ZEMAN, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA LICENSE NO. 5655

DATE: 09/04/08	REVISION: REVISED PER COMMENTS	BY: MRG	OFFICE	MRG	DATE: 03/31/08	JOB: 407667.01
			CHECKED: DGZ		SHEET: 1 OF 3	DWG: 66701_UE 5-TEMP

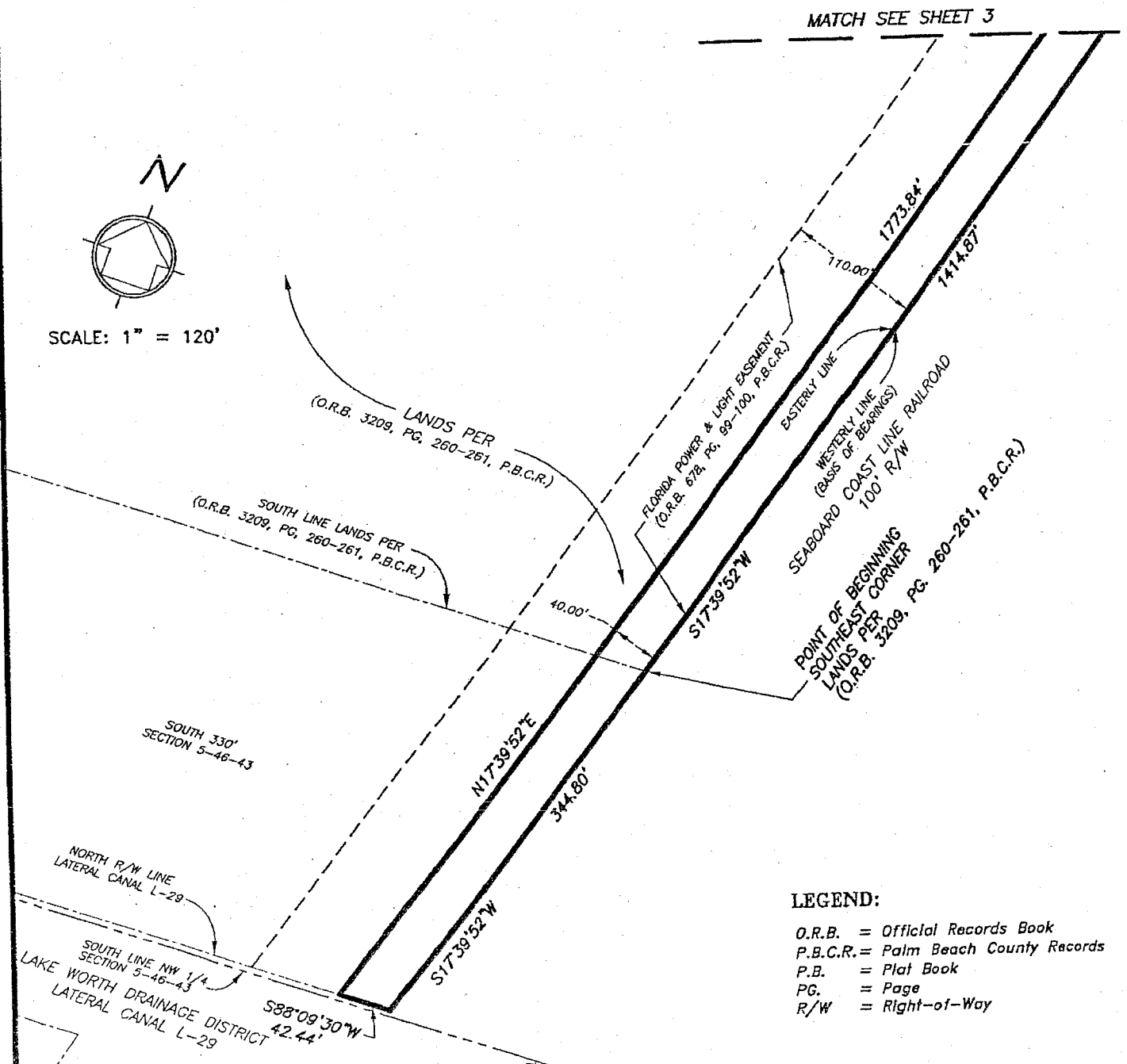
K:\CITY OF BOYNTON BEACH\66701_UE 5-TEMP.dwg Sh 1 Sep 04, 2008



Wantman Group, Inc.
Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "B"

DESCRIPTION & SKETCH
PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA



N
SCALE: 1" = 120'

LEGEND:
O.R.B. = Official Records Book
P.B.C.R. = Palm Beach County Records
P.B. = Plat Book
PG. = Page
R/W = Right-of-Way

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

DATE:	REVISION:	BY:
09/04/08	REVISED PER COMMENTS	MRG

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED	DGZ	SHEET	2 OF 3	DWG	66701_UE 5-TEMP

C:\CITY OF BOYNTON BEACH\BE FORCEMAIN\dwg\Legals\66701_UE 5-TEMP.dwg Sh 2 Sep 04, 2008



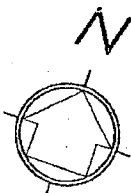
Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
 2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERT No. 6091 - LB No. 7055
 JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
 www.wantmangroup.com

EXHIBIT "B"

DESCRIPTION & SKETCH

PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

LANDS PER
 (O.R.B. 3209, PG. 260-261, P.B.C.R.)

FLORIDA POWER & LIGHT EASEMENT
 (O.R.B. 678, PG. 99-100, P.B.C.R.)

EASTERLY LINE
 WESTERLY LINE
 (BASIS OF BEARINGS)
 SEABOARD COAST LINE RAILROAD
 100' R/W

LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

MATCH SEE SHEET 2

DATE:	REVISION:	BY:
09/04/08	REVISED PER COMMENTS	MRG

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED	DGZ	SHEET	3 OF 3	DWG	66701_UE 5-TEMP

C:\CITY OF BOYNTON BEACH\66 FORCEMAIN\dwg\Legals\66701_UE 5-TEMP.dwg Sh 3 Sep 04, 2008



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
 2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERT No. 6091 - LB No. 7055
 JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
 www.wantmangroup.com

EXHIBIT "C"

DESCRIPTION & SKETCH

PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

LEGAL DESCRIPTION: Utility Easement

A 12.00 foot wide strip of land lying in a portion of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida and being a portion of the lands described in Official Records Book 3209, at Page 260 through 261 inclusive, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of said described lands, said point being the POINT OF BEGINNING, said point also being on the Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Westerly right-of-way line, for 344.80 feet to a point on the North right-of-way line of the Lake Worth Drainage District Lateral Canal L-29; Thence departing aforesaid Westerly right-of-way line South 88°09'30" West along said North right-of-way line, for 12.73 feet, said point being on a line 12.00 feet West of and parallel with the Southerly extension of the Easterly line of aforesaid described lands and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence departing aforesaid North right-of-way line North 17°39'52" East along said parallel line, for 1,749.92 feet; Thence departing said parallel line South 72°20'08" East, for 12.00 feet, said point being on aforesaid described lands Easterly line and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Easterly and Westerly line, for 1,400.87 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in Palm Beach County, Florida.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES

- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC., THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WANTMAN GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
- DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- BEARINGS BASED ON AN ASSUMED BEARING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, SAID LINE BEARS SOUTH 17°39'52" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. WANTMAN GROUP, INC., CERTIFICATE OF AUTHORIZATION No. 7055, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

For The Firm:
Wantman Group, Inc.

Derek G. Zeman DATE: 9/14/08
 DEREK G. ZEMAN, PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	BY:
09/04/08	REVISED PER COMMENTS	MRG	

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED:	DGZ	SHEET	1 OF 3	DWG	66701_UE 5

K:\CITY OF BOYNTON BEACH\BB FORCEMAIN\dwg\Legals\66701_UE 5.dwg Sh 1 Sep 04, 2008



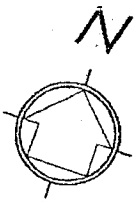
Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
 2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERT No. 6091 - LB No. 7055
 JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
 www.wantmangroup.com

EXHIBIT "C"

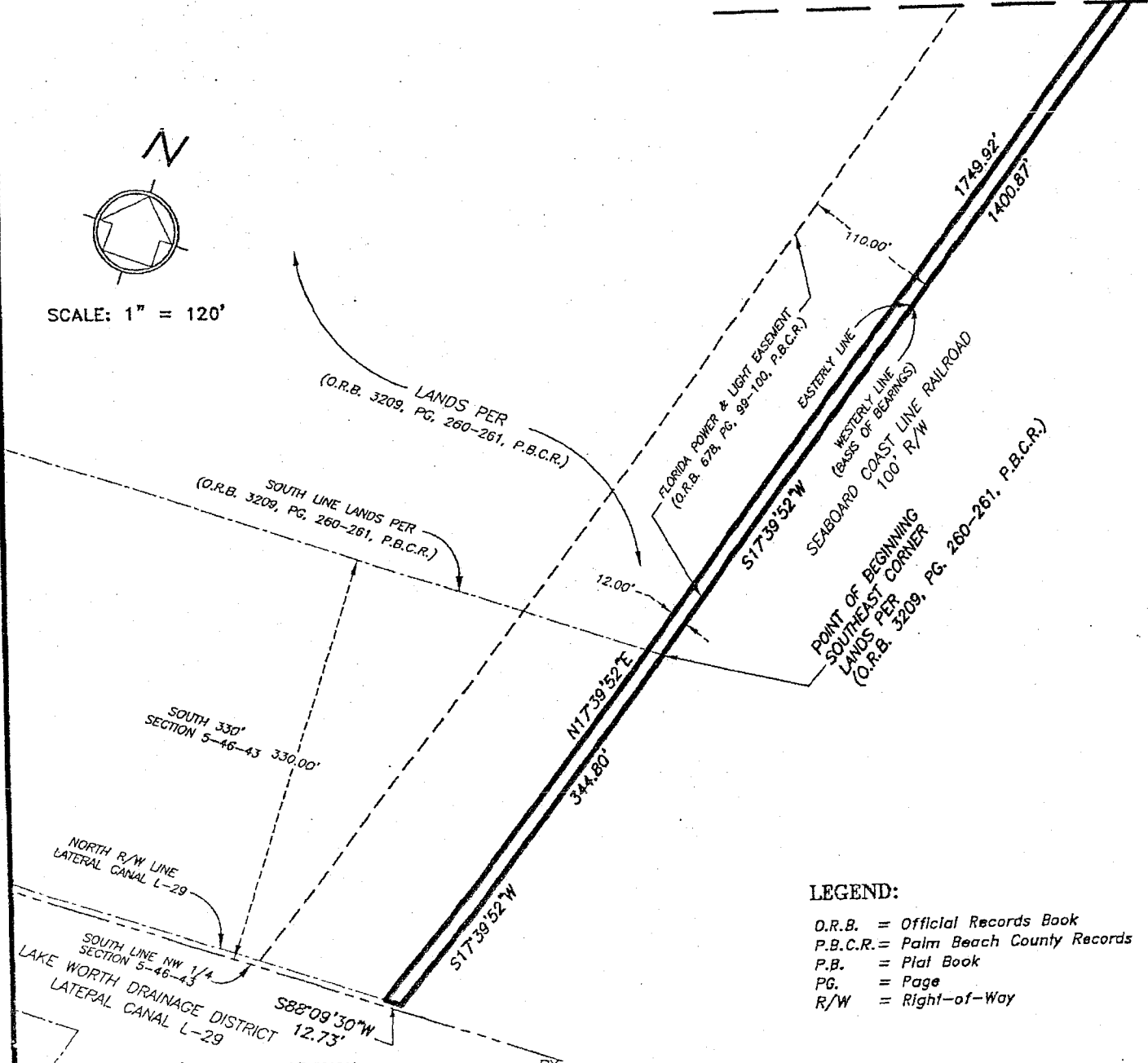
DESCRIPTION & SKETCH

PREPARED FOR:
 THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

MATCH SEE SHEET 3



LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

DATE: _____ REVISION: _____ BY: _____

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	03/31/08	JOB	407657.01
CHECKED	DGZ	SHEET	2 OF 3	DWG	66701_UE 5

K:\CITY OF BOYNTON BEACH\LEGALS\66701_UE 5.dwg Sh 2 Sep 04, 2008



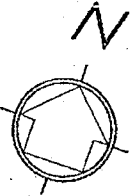
Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "C"

DESCRIPTION & SKETCH

PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

LANDS PER
(O.R.B. 3209, PG. 260-261, P.B.C.R.)

FLORIDA POWER & LIGHT EASEMENT
(O.R.B. 678, PG. 99-100, P.B.C.R.)

EASTERLY LINE

WESTERLY LINE
(BASIS OF BEARINGS)

SEABOARD COAST LINE RAILROAD
100' R/W

N17°39'52"E
S17°39'52"W

1749.92'
1400.87'

S72°20'08"E
12.00'

LEGEND:

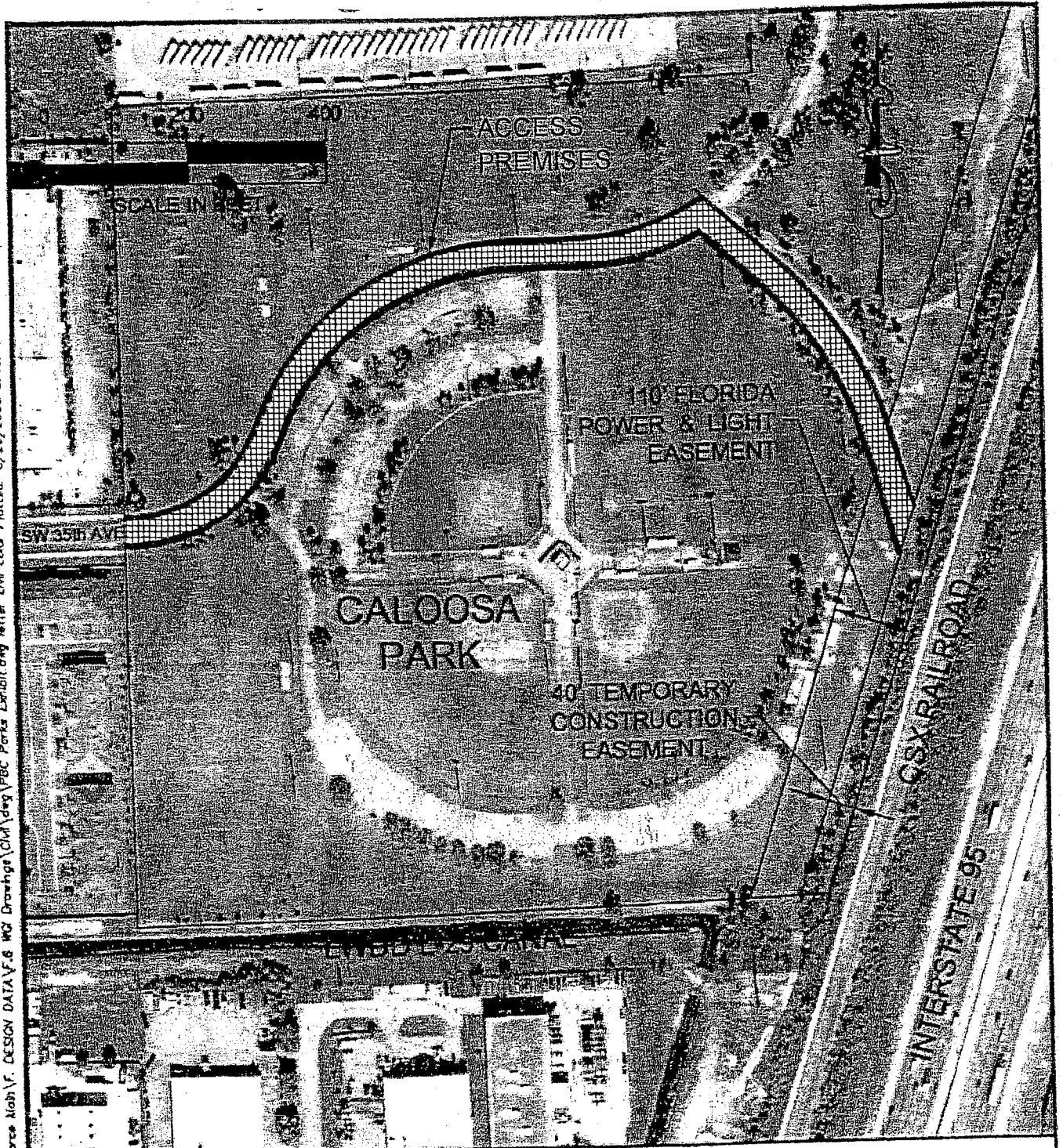
- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

MATCH SEE SHEET 2

DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

			OFFICE	MRG	DATE	03/31/08	JOB	407667.01
			CHECKED	DGZ	SHEET	3 OF 3	DWG	66701_UE 5

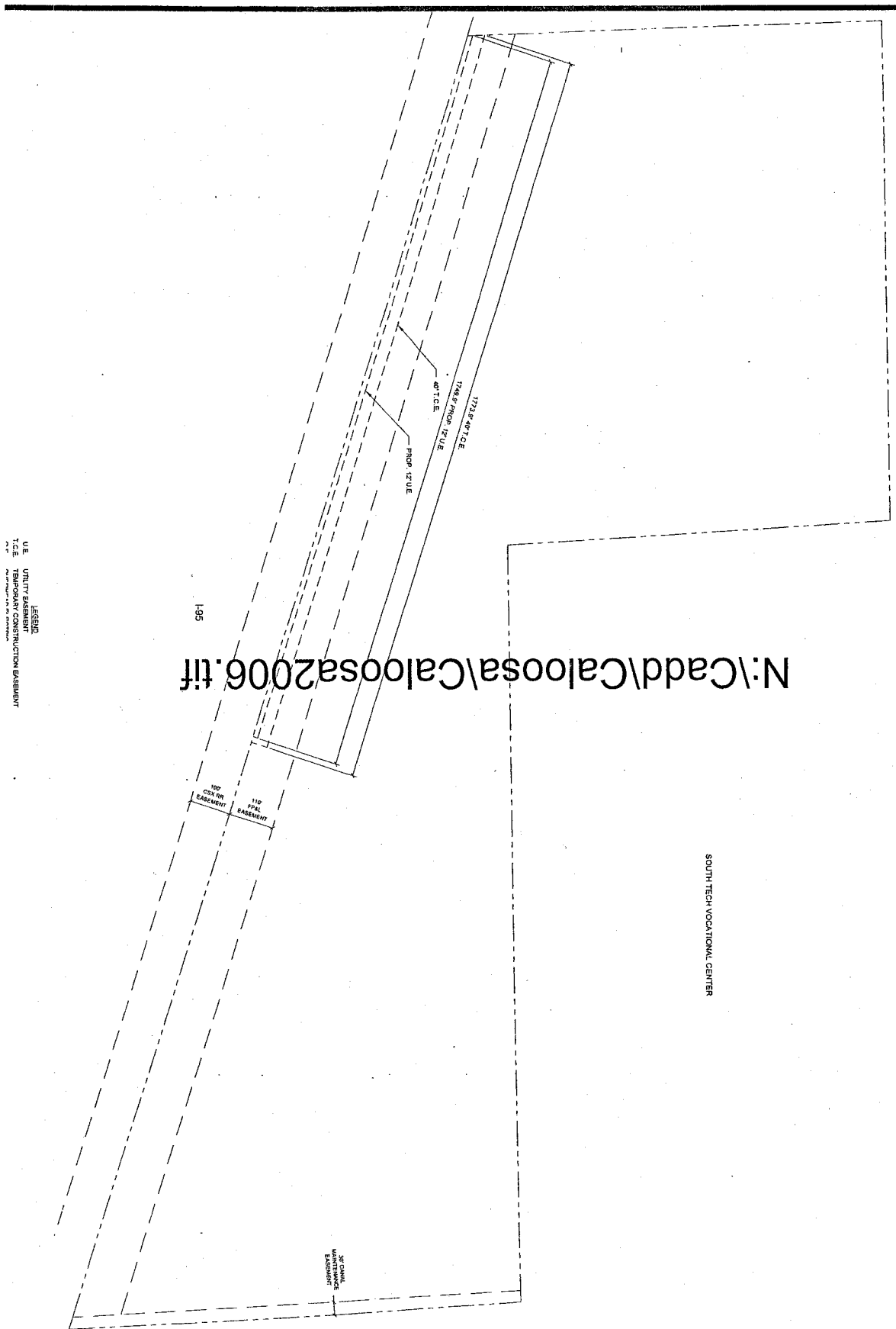


Army Richie M \667 Boynton Beach Force Main\DESIGN DATA\F&WC Drawings\Civil\dwg\PBC Parks Exhibit.dwg letter civil color Plotted: 8/20/2008 3:48:43 PM Saved: 8/20/2008 3:48:18 PM

PROJECT: CITY OF BOYNTON BEACH REGIONAL FORCE MAIN		TASK: CALOOSA PARK ACCESS PREMISES EXHIBIT	
Wantman Group, Inc. Engineering ♦ Surveying ♦ Mapping 2035 VISTA PARKWAY SUITE 100 WEST PALM BEACH, FL 33411 (561) 887-2220 phone (561) 687-1110 fax CERT No. 6091 - LB No. 7055		CAD PBC Parks Exhibit.dwg	
		DRAWN JWR	JOB NO. 407667.01
		DESIGNED JWR	TOTAL SHEETS 1
		CHECKED DKB	DATE 8/20/2008
QC DKB	SCALE 1" = 200'	SHEET: 1	

LEGEND:

	Access Premises
--	-----------------



LEGEND
 U.E. UTILITY EASEMENT
 T.C.E. TEMPORARY CONSTRUCTION EASEMENT

CALOOSA FORCE MAIN DWG

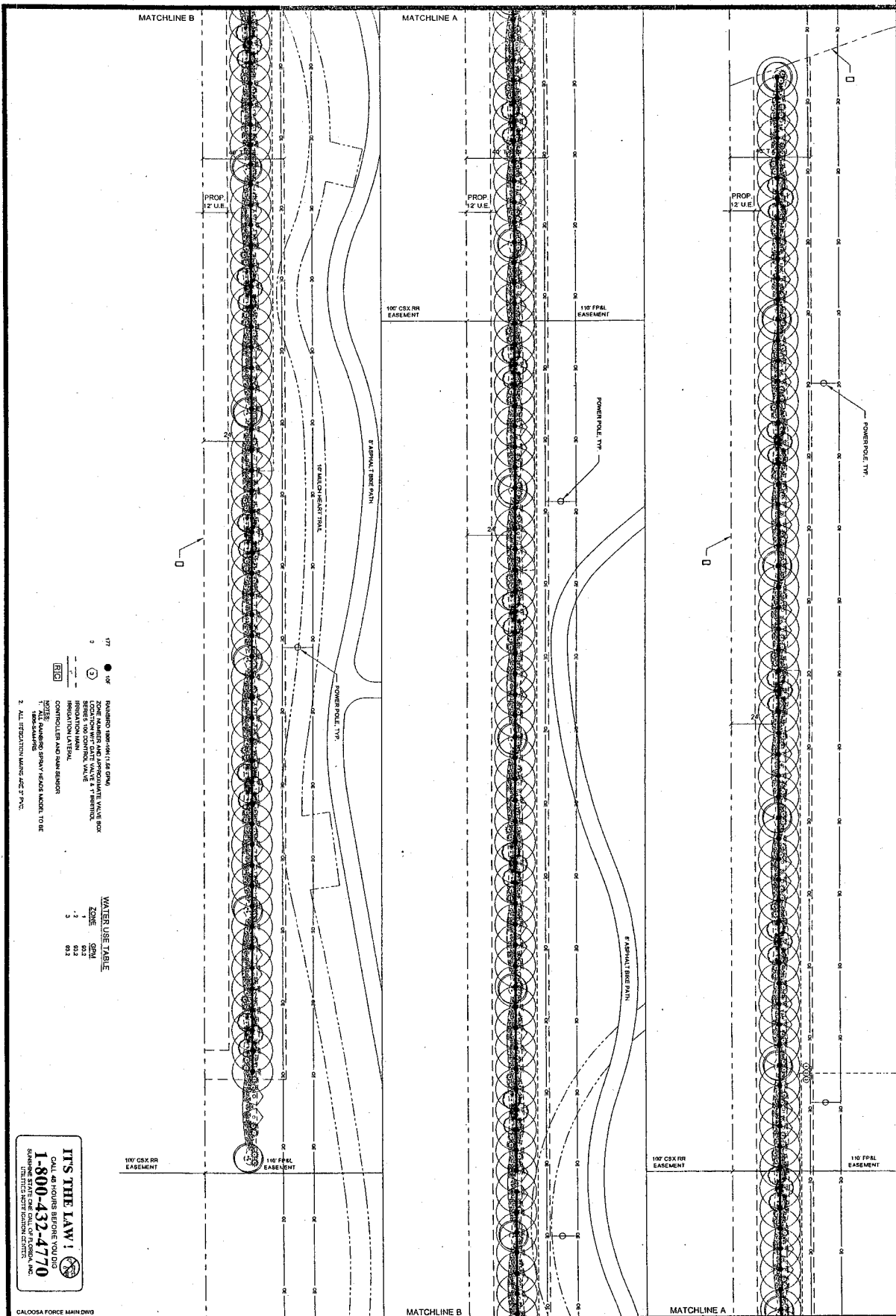
0 100 200
 NORTH
 SHEET NO.
 1 OF 4

REVISIONS

CALOOSA PARK
 CITY OF BOYNTON BEACH
 REGIONAL FORCE MAIN PROJECT
 SITE LOCATION

PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 DESIGNED BY: T. GRANOWITZ
 DRAWN BY: N. OUELLETTE
 DATE: 10/7/2008
 APPROVED BY:
 B. WILSHER





10' ● 10' ZONE NUMBER AND APPROXIMATE VALVE BOX
 3 ○ 3' SERIES TO CONTROL VALVE
 --- IRRIGATION MAIN
 --- PROPOSED IRRIGATION
 --- PROPOSED AND MAIN REGION
 [] NOTES:
 1. ALL DRAWING PRINY HEADS MODEL TO BE
 MANUFACTURED
 2. ALL IRRIGATION MAINS ARE 2" PVC

WATER USE TABLE

ZONE	ACRE	MGD
1	2.1	0.12
2	3.0	0.13


IT'S THE LAW!
 CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
 FLORIDA STATE OFFICE OF PUBLIC SAFETY
 (800) 432-4770

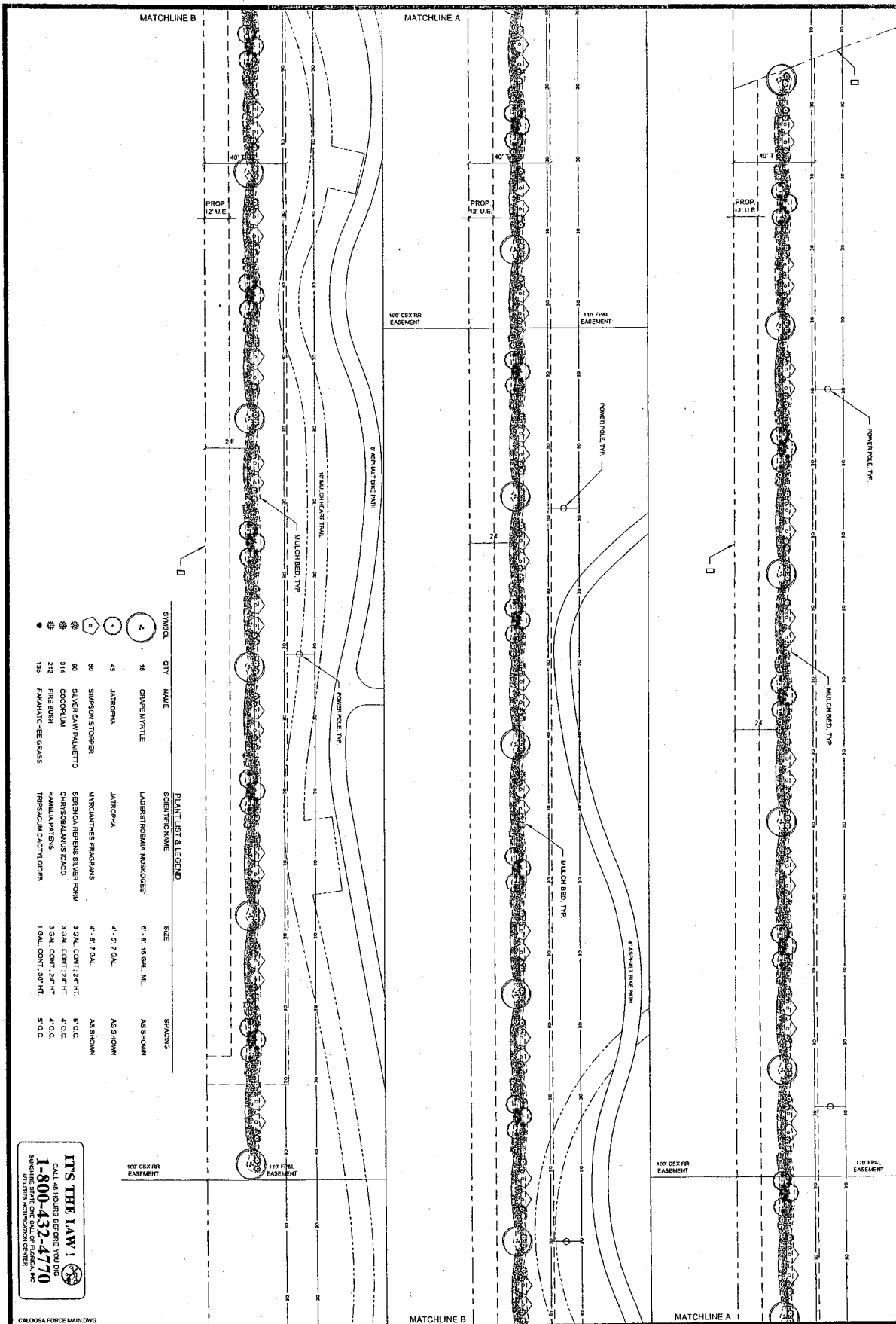
CALOOSA FORCE MAIN ROW
 NORTH
 0 20 40
 SHEET NO. 2 OF 4

CALOOSA PARK
CITY OF BOYNTON BEACH
REGIONAL FORCE MAIN PROJECT
IRRIGATION PLAN

PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT

DESIGNED BY: T. GRANOWITZ	APPROVED BY:
DRAWN BY: N. OUELLETTE	B. WILSHER
DATE: 10/7/2008	





SYMBOL	CITY	NAME	PLANT LIST & LEGEND	SIZE	SPACING
1	16	CRABE MYRTLE	LAGERSTROEMIA MIMOSIFOLIA	6' - 8' x 18 GA. ML.	AS SHOWN
2	45	JATROPA	JATROPA	4' - 5' x 7' GAL.	AS SHOWN
3	90	SIMPSON STOPPER	MYRTICANTHES FRAGRANS	4' - 8' x 7' GAL.	AS SHOWN
4	90	SILVER SAW PALMETTO	SERENIA SPENS SILVER FERN	3 GAL. CONT. 24" HT.	8' O.C.
5	114	COCCONIA	CHEIRIDANIANUS JACKO	3 GAL. CONT. 24" HT.	4' O.C.
6	212	FIRE BIRD	HAMILIA PAVENS	3 GAL. CONT. 24" HT.	4' O.C.
7	188	FAKANTCHEE GRASS	TRIPSACDIA DACTYLOIDES	1 GAL. CONT. 24" HT.	5' O.C.

IT'S THE LAW!
 CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
 SUBMINE STATE ONE CALL OF FLORIDA, INC.
 ONLINE NUMBER 1-800-432-4770

CALOOSA FORCE MAIN D/WG

REVISIONS

0 20 40

NORTH


SHEET NO. 3 OF 4

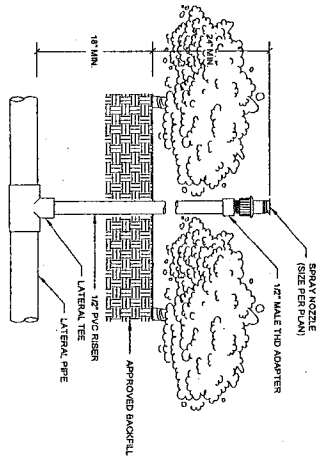
CALOOSA PARK
 CITY OF BOYNTON BEACH
 REGIONAL FORCE MAIN PROJECT
 LANDSCAPE PLAN

PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT

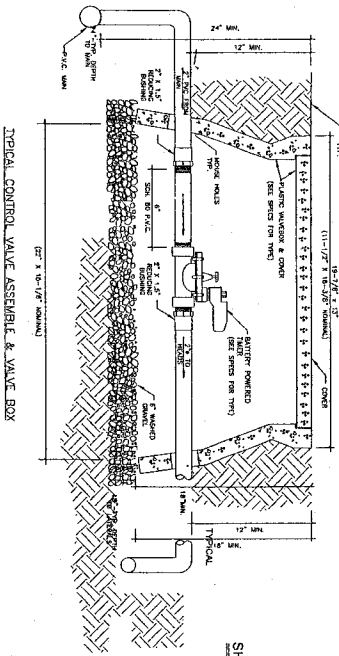
DESIGNED BY: T. GRANOWITZ
 DRAWN BY: N. OUELLETTE
 DATE: 10/7/2008

APPROVED BY:
 B. WILSHER

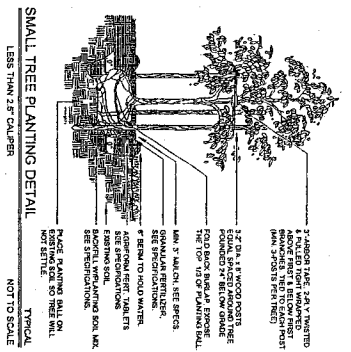




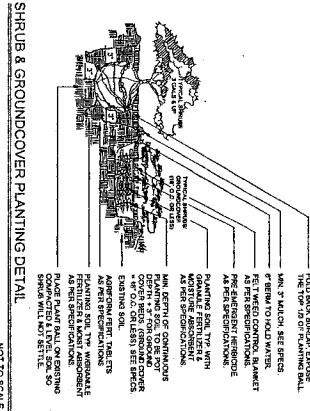
FIXED-SPRAY SPRINKLER
SCALE: NOT TO SCALE



TYPICAL CONTROL VALVE ASSEMBLY & VALVE BOX



SMALL TREE PLANTING DETAIL
LESS THAN 2\"/>



SHRUB & GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

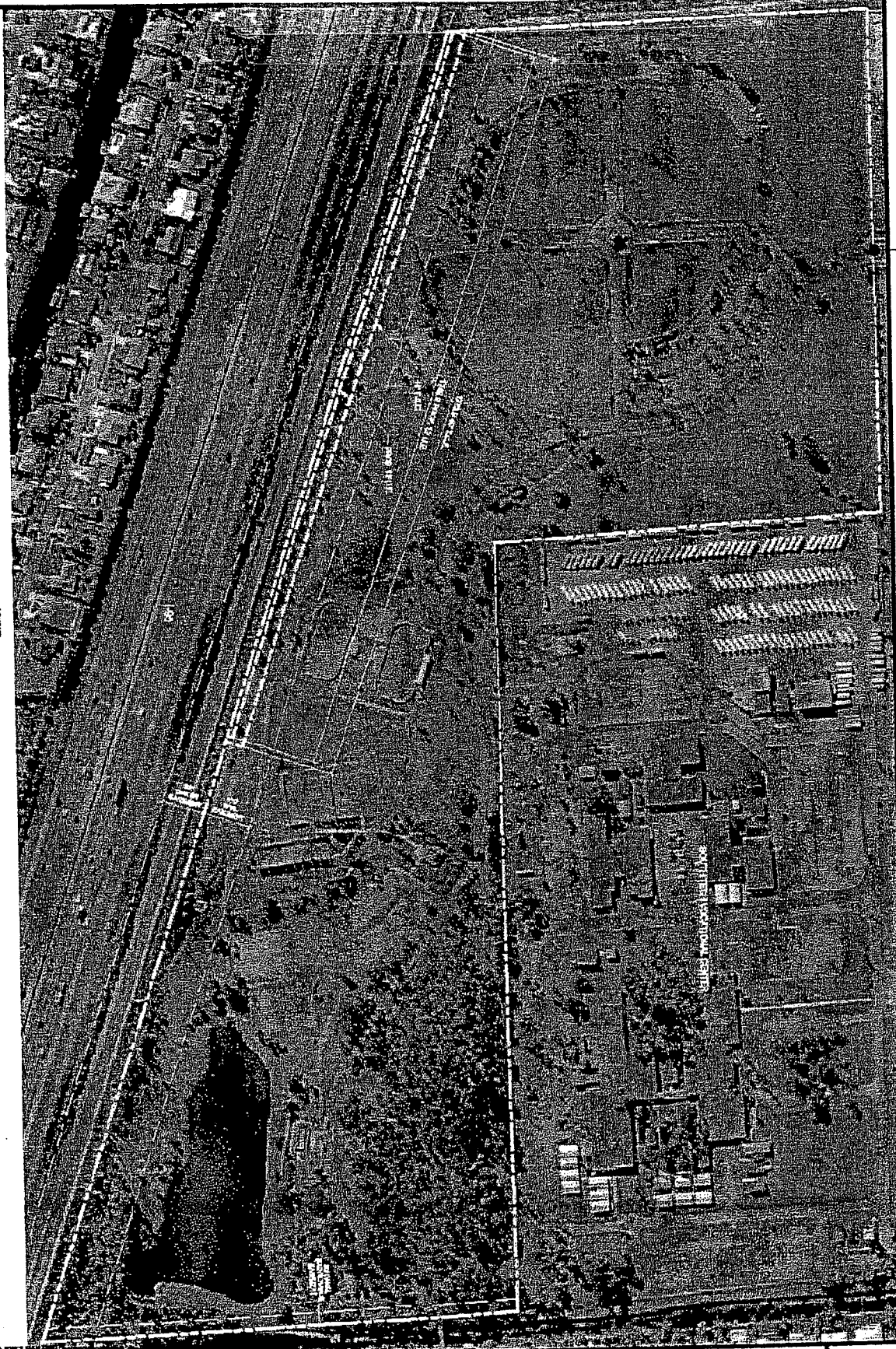
- GENERAL NOTES: LANDSCAPE SHALL BE AS SHOWN OR AS NOTED OTHERWISE. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
- 1) THE MATERIAL CONTRACT IS APPROXIMATE ONE (1) YEAR FROM THE DATE OF COMMENCEMENT OF WORK.
 - 2) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 3) THE MATERIAL CONTRACT IS APPROXIMATE ONE (1) YEAR FROM THE DATE OF COMMENCEMENT OF WORK.
 - 4) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 5) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 6) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 7) LANDSCAPE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR THE JOBSITE FOR THE DURATION OF THE PROJECT. MAINTENANCE SHALL INCLUDE WEEDING, TRIMMING, AND WATERING AS NECESSARY.
 - 8) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 9) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 10) ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 - 11) EXISTING TREES & PLANTS WITHIN THE CONSTRUCTION SHALL BE PROTECTED BY A PROTECTIVE FENCE AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
 - 12) ALL DAMAGED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
 - 13) ALL LANDSCAPE AREAS TO BE WORK ONLY REMOVED WITH AN APPROPRIATE PERMITS.
 - 14) ALL AREAS TO BE REVEALED WITH A PRE-ENGINEERED RESURFACE.
 - 15) LANDSCAPE CONTRACTOR TO COORDINATE ALL RELATED WORK WITH THE CIVIL ENGINEER AND ARCHITECT PRIOR TO INSTALLATION.
 - 16) LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED SPECIFICATIONS AND DRAWINGS FOR CONFORMANCE WITH THE PROJECT REQUIREMENTS.
 - 17) LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED SPECIFICATIONS AND DRAWINGS FOR CONFORMANCE WITH THE PROJECT REQUIREMENTS.

<p>CALOOSA FORCE MAIN LWD</p> <p>SCALE: AS SHOWN</p> <p>SHEET NO. 4 OF 4</p>	<p>CALOOSA PARK CITY OF BOYNTON BEACH LANDSCAPE DETAILS</p>	<p>DESIGNED BY: T. GRANOWITZ DRAWN BY: N. OUELLETTE DATE: 10/7/2008</p>	<p>APPROVED BY: B. WILSHER</p>
<p>REVISIONS</p>		<p>PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT</p>	



EXHIBIT "E"

RECLAIMED
WATER-LINE
ENTRANCE



1.00
DATE: 12/15/00
BY: J. W. BAKER
TITLE: CALOOSA PARK
PROJECT: CALOOSA PARK
DRAWN BY: J. W. BAKER
CHECKED BY: J. W. BAKER
APPROVED BY: J. W. BAKER

1 OF 5
SHEET NO.
1
20
PALM BEACH COUNTY

REVISIONS

CALOOSA PARK
CITY OF BOYNTON BEACH
REGIONAL FORCE MAIN PROJECT
SITE LOCATION

PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
DESIGNED BY: J. W. BAKER
DRAWN BY: J. W. BAKER
DATE: 12/15/00
APPROVED BY: J. W. BAKER



Prepared by & Return to:
Katrina L. Gilbert
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 08-43-46-05-00-000-3010
08-43-46-05-00-000-3040

R08-131

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401- 4791, and **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, whose mailing address is 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435-7934 ("Grantee").

RECITALS

Whereas, County is the owner of the land described in Exhibit "A" attached hereto (the "County Property"); and

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to install a regional force main, remove vegetation, and install a landscape buffer on County's Property.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property legally described in Exhibit "B" attached hereto and made a part hereof ("the TCE Easement Premises"). The rights granted pursuant to this Easement shall be limited to the right to utilize the TCE Easement Premises solely to install a regional force main, remove vegetation, and install a landscape buffer (the "Project"). The regional force main shall be installed in the portion of the TCE Easement Premises legally described in Exhibit "C" attached hereto and made a part hereof (the "Utility Easement Premises"). The landscape buffer will be installed west of the Utility Easement Premises. This Easement shall include the right of ingress and egress thereto, over, across, through and upon that parcel of land depicted in Exhibit "D" attached hereto and made a part hereof (the "Access Premises"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or three hundred sixty-five (365) days after the Effective Date. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a

Attachment 3

Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. **Conditions to Right of Usage.** Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the TCE Easement Premises prior to commencement of construction thereof. Approval shall be obtained from the Director of the Palm Beach County Department of Parks & Recreation, located at: 2700 6th Avenue South, Lake Worth, Florida 33461-4727; (561) 966-6600 (telephone); (561) 963-6719 (facsimile).

All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the TCE Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. Grantee shall give County ten (10) days written notice prior to commencement of construction; Grantee shall not be entitled to construct any improvements within the TCE Easement Premises other than those specifically identified herein.

Grantee acknowledges and agrees that the use of the TCE Easement Premises shall be limited to Monday through Friday during the hours of 7:00 A.M. through 5:00 P.M. Grantee also acknowledges and agrees that no construction shall take place upon the TCE Easement Premises during any holiday when County offices are closed.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the utility facilities within the TCE Easement Premises and shall conduct and coordinate with all utilities that have facilities within the TCE Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the TCE Easement Premises for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials.

4. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the TCE Easement Premises and Access Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the TCE Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete

the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

5. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

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

7. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the TCE Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the TCE Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the TCE Easement Premises or the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee 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. **Insurance.** Grantee shall provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages.

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 16 below prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee is responsible for ensuring that any contractor or subcontractor entering the TCE Easement Premises on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 8.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

9. **Indemnification.** Grantee 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 Grantee's negligent, willful or intentional acts or omissions 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 Grantee to indemnify COUNTY for COUNTY's negligent, willful or intentional acts or omissions.

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

11. **Time of Essence.** The parties expressly agree that time is of the essence in this Agreement.

12. **Matters of Record.** Grantee hereby accepts the TCE Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the TCE Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

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

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

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

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 national overnight delivery service (provided in each case a receipt is obtained), 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 overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM 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 designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
561-233-0217 (telephone)
561-233-0210 (facsimile)

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225 (telephone)
561-355-4398 (facsimile)

Grantee:

Attention: City Manager
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33435
(561) 742-6010 (telephone)
(561) 742-6011 (facsimile)

With copy to

City of Boynton Beach
Attn: Utilities Director
124 East Woolbright Road
Boynton Beach, Florida 33435
(561) 742-6404 (telephone)
(561) 742-6298 (facsimile)

and:

City Attorney's Office
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33435
(561) 742-6053 (telephone)
(561) 742-6054 (facsimile)

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

17. Default. In the event Grantee 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 thereof.

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

19. Prohibition Against Assignment. This Easement may not be assigned by Grantee. Any assignment made by Grantee shall be void and without legal effect.

20. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

21. **Reservation of Rights.** County hereby retains all rights relating to the TCE 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 TCE Easement Premises or the right to use the improvements therein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed, sealed, and delivered in the presence of:

ATTEST:

GRANTEE:

CITY OF BOYNTON BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida

By: Judith A. Pyle
Judith A. Pyle, Deputy City Clerk

By: Jerry Taylor
Jerry Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney

Approved AS TO Form
[Signature]
City Attorney

Tammy Stanzione
Witness Signature

Tammy Stanzione
Witness Name Printed

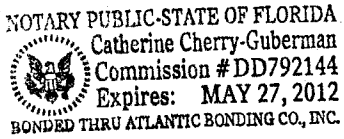
[Signature]
Witness Signature

Stephanie D. KAHN
Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ^{19th} day of November, 2008, by Jerry Taylor, the Mayor, of the city of Boynton Beach, a _____ () who is personally known to me OR () who has produced N/A as identification and who () did () did not take a oath.

(Notary Seal)



Catherine Cherry-Guberman
Notary Public, State of Florida

Catherine Cherry-Guberman
Type, print or stamp name

Commission Number: DD792144
My Commission Expires: MAY 27, 2012

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

County:

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

By: _____
John F. Koons, Chairman

**APPROVED AS TO TERMS
AND CONDITIONS**

By: PCH Anthony Wolf
Department Director

EXHIBIT "A"

COUNTY PROPERTY

A parcel of land located in Section 5, Township 46 South, Range 43 East and being a part of Government Lot 2 and Government Lot 3 and a portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section and more particularly described as follows:

Beginning at a point in the Northwest corner of Government Lot 3; thence running along the North line of said Section 5, North $87^{\circ} 18' 34''$ East, a distance of 934.41 feet to the POINT OF BEGINNING which point is also the Northeast corner of the property owned by the School Board of Palm Beach County and recorded in Official Records Book 2097, page 439; thence South $0^{\circ} 20' 43''$ East, a distance of 1900 feet more or less to a point; thence South $87^{\circ} 18' 34''$ West; a distance of 934.41 feet to a point in the Westerly line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ which point is distant 475 feet Southerly more or less from the Northwest corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence run along the Westerly line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ South $0^{\circ} 20' 43''$ East, a distance of 700 feet more or less to a point, said point is distant 330 feet more or less North of the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence running along the same, North $87^{\circ} 18' 34''$ East, 1130 feet more or less to a point in the Westerly right-of-way of S.A.L. R.R.; thence Northeasterly along the Westerly right-of-way line of the S.A.L. R.R., a distance of 2800 feet more or less to a point in the North line of Section 5, which point is also the Northeast corner of Government Lot 2 lying West of the S.A.L. R.R. right-of-way; thence South $87^{\circ} 18' 34''$ West along the North line of Government Lot 2 and Lot 3, a distance of 1100 feet more or less to the POINT OF BEGINNING.



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411

(866) 909-2220 phone (561) 687-1110 fax

CERT No. 6091 - LB No. 7055

JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA

www.wantmangroup.com

EXHIBIT "B"

DESCRIPTION & SKETCH

PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

LEGAL DESCRIPTION: Temporary Construction Easement

A 40.00 foot wide strip of land lying in a portion of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida and being a portion of the lands described in Official Records Book 3209, at Page 260 through 261 inclusive, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of said described lands, said point being the POINT OF BEGINNING, said point also being on the Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Westerly right-of-way line, for 344.80 feet to a point on the North right-of-way line of the Lake Worth Drainage District Lateral Canal L-29; Thence departing aforesaid Westerly right-of-way line South 88°09'30" West along said North right-of-way line, for 42.44 feet, said point being on a line 40.00 feet West of and parallel with the Southerly extension of the Easterly line of aforesaid described lands and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence departing aforesaid North right-of-way line North 17°39'52" East along said parallel line, for 1,773.84 feet; Thence departing said parallel line South 72°20'08" East, for 40.00 feet, said point being on aforesaid described lands Easterly line and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Easterly and Westerly line, for 1,414.87 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in Palm Beach County, Florida.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC., THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WANTMAN GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

4. BEARINGS BASED ON AN ASSUMED BEARING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, SAID LINE BEARS SOUTH 17°39'52" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. WANTMAN GROUP, INC., CERTIFICATE OF AUTHORIZATION No. 7055, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

For The Firm:
Wantman Group, Inc.

DATE: 9/4/08

DEREK G. ZEMAN, PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	BY:	DATE:
09/04/08	REVISED PER COMMENTS	MRG		
			OFFICE	MRG
			CHECKED	DGZ
			DATE	03/31/08
			SHEET	1 OF 3
			JOB	407667.01
			DWG	66701_UE 5-TEMP

K:\CITY OF BOYNTON BEACH\BB FORCEMAIN\dwg\Legals\66701_UE 5-TEMP.dwg Sh 1 Sep 04, 2008



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

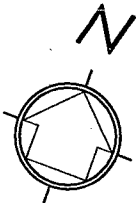
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
 (866) 909-2220 phone (561) 687-1110 fax
 CERT No. 6091 - LB No. 7055
 JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
 www.wantmangroup.com

EXHIBIT "B"

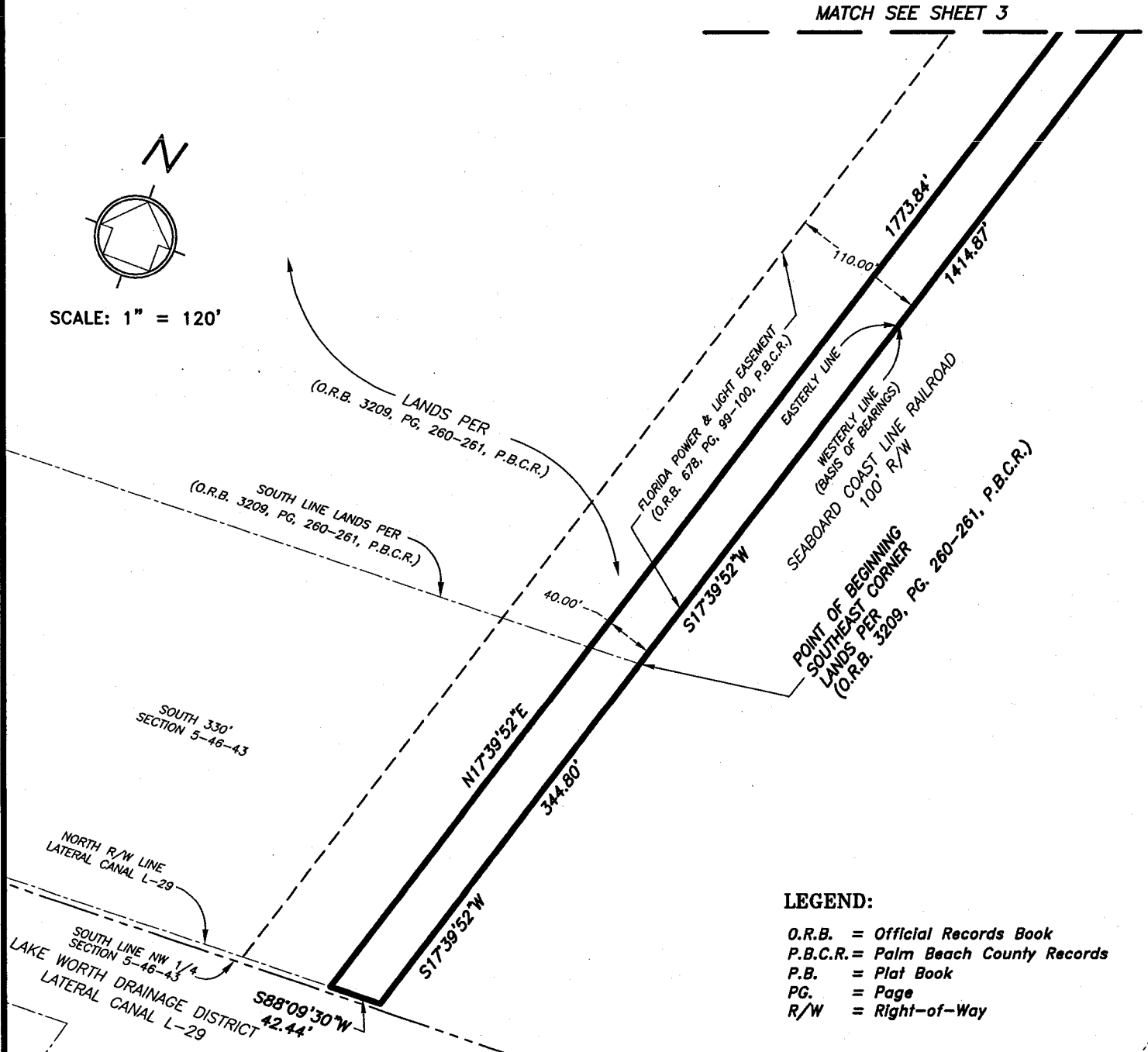
DESCRIPTION & SKETCH

PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA

MATCH SEE SHEET 3



SCALE: 1" = 120'



LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

DATE: _____ REVISION: _____ BY: _____

09/04/08	REVISED PER COMMENTS	MRG
----------	----------------------	-----

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED	DGZ	SHEET	2 OF 3	DWG	66701_UE 5-TEMP

K:\CITY OF BOYNTON BEACH\BB_FORCEMAIN\dwg\Legals\66701_UE 5-TEMP.dwg Sh 2 Sep 04, 2008



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411

(866) 909-2220 phone (561) 687-1110 fax

CERT No. 6091 - LB No. 7055

JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA

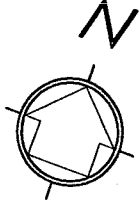
www.wantmangroup.com

EXHIBIT "B"

DESCRIPTION & SKETCH

PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

LANDS PER
(O.R.B. 3209, PG. 260-261, P.B.C.R.)

FLORIDA POWER & LIGHT EASEMENT
(O.R.B. 678, PG. 99-100, P.B.C.R.)

EASTERLY LINE

WESTERLY LINE
(BASIS OF BEARINGS)

SEABOARD COAST LINE RAILROAD
100' R/W

LEGEND:

O.R.B. = Official Records Book

P.B.C.R. = Palm Beach County Records

P.B. = Plat Book

PG. = Page

R/W = Right-of-Way

N17°39'52"E

S17°39'52"W

1773.84'

1414.87'

S72°20'08"E
40.00'

110.00'

40.00'

MATCH SEE SHEET 2

DATE:

REVISION:

BY:

09/04/08

REVISED PER COMMENTS

MRG

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE

MRG

DATE

03/31/08

JOB

407667.01

CHECKED

DGZ

SHEET

3 OF 3

DWG

66701_UE 5-TEMP



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "C"

DESCRIPTION & SKETCH

PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

LEGAL DESCRIPTION: Utility Easement

A 12.00 foot wide strip of land lying in a portion of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida and being a portion of the lands described in Official Records Book 3209, at Page 260 through 261 inclusive, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of said described lands, said point being the POINT OF BEGINNING, said point also being on the Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Westerly right-of-way line, for 344.80 feet to a point on the North right-of-way line of the Lake Worth Drainage District Lateral Canal L-29; Thence departing aforesaid Westerly right-of-way line South 88°09'30" West along said North right-of-way line, for 12.73 feet, said point being on a line 12.00 feet West of and parallel with the Southerly extension of the Easterly line of aforesaid described lands and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence departing aforesaid North right-of-way line North 17°39'52" East along said parallel line, for 1,749.92 feet; Thence departing said parallel line South 72°20'08" East, for 12.00 feet, said point being on aforesaid described lands Easterly line and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Easterly and Westerly line, for 1,400.87 feet to the POINT OF BEGINNING.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in Palm Beach County, Florida.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC., THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WANTMAN GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

4. BEARINGS BASED ON AN ASSUMED BEARING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, SAID LINE BEARS SOUTH 17°39'52" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. WANTMAN GROUP, INC., CERTIFICATE OF AUTHORIZATION No. 7055, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

For The Firm:
Wantman Group, Inc.

Derek G. Zeman

DATE: 9/4/08

DEREK G. ZEMAN,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	BY:	DATE:
09/04/08	REVISED PER COMMENTS	MRG		9/4/08
			OFFICE	MRG
			DATE	03/31/08
			JOB	407667.01
			CHECKED	DGZ
			SHEET	1 OF 3
			DWG	66701_UE 5



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411

(866) 909-2220 phone (561) 687-1110 fax

CERT No. 6091 - LB No. 7055

JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA

www.wantmangroup.com

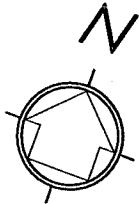
EXHIBIT "C"

DESCRIPTION & SKETCH

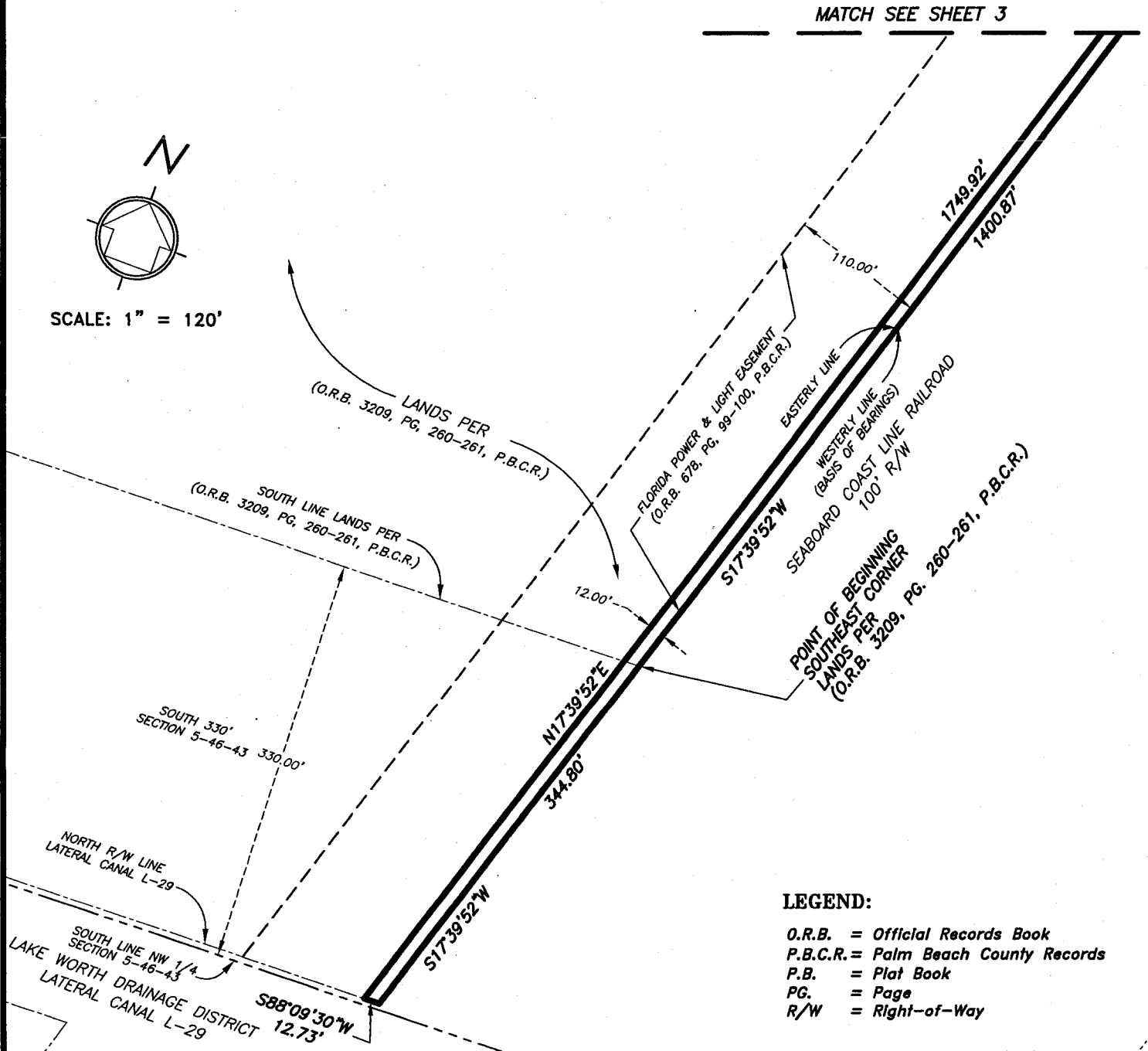
PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

MATCH SEE SHEET 3



SCALE: 1" = 120'



LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

DATE: _____ REVISION: _____ BY: _____

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

		OFFICE	MRG	DATE	03/31/08	JOB	407667.01
		CHECKED	DGZ	SHEET	2 OF 3	DWG	66701_UE 5

K:\CITY OF BOYNTON BEACH\BB_FORCEMAIN\dwg\Legals\66701_UE 5.dwg Sh 2 Sep 04, 2008



Wantman Group, Inc.

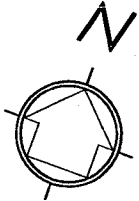
Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "C"

DESCRIPTION & SKETCH

PREPARED FOR:
THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

LANDS PER
(O.R.B. 3209, PG. 260-261, P.B.C.R.)

FLORIDA POWER & LIGHT EASEMENT
(O.R.B. 878, PG. 99-100, P.B.C.R.)

EASTERLY LINE
WESTERLY LINE
(BASIS OF BEARINGS)
SEABOARD COAST LINE RAILROAD
100' R/W

N17°39'52"E
S17°39'52"W

1749.92'
1400.87'

S72°20'08"E
12.00'

110.00'

12.00'

LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

MATCH SEE SHEET 2

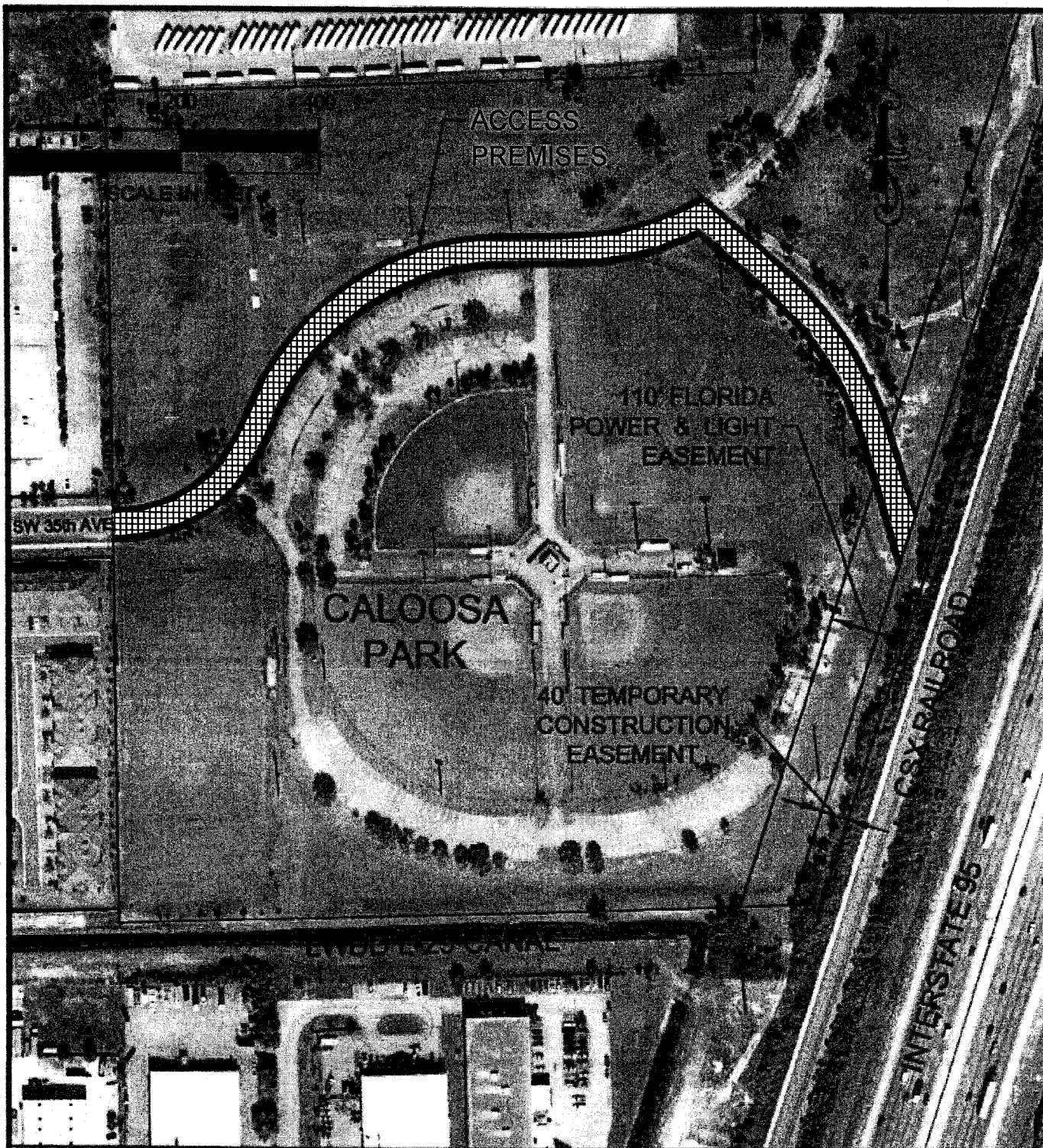
DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED	DGZ	SHEET	3 OF 3	DWG	66701_UE 5


EXHIBIT "D"

Jimmy Ritchie At: \\687 Boynton Beach Force Main\F. DESIGN DATA\F.6 WCI Drawings\Civil\dwg\PBC Parks Exhibit.dwg letter civil color Plotfile: 8/20/2008 3:48:43 PM Screen: 8/20/2008 3:48:18 PM



PROJECT: CITY OF BOYNTON BEACH REGIONAL FORCE MAIN		TASK: CALOOSA PARK ACCESS PREMISES EXHIBIT	
CAD PBC Parks Exhibit.dwg			
DRAWN JWR	JOB NO. 407667.01	SHEET: 1	
DESIGNED JWR	TOTAL SHEETS 1		
CHECKED DKB	DATE 8/20/2008		
QC DKB	SCALE 1" = 200'		

LEGEND:

 Access Premises

R08-131

Prepared by & Return to:
Katrina L. Gilbert
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 08-43-46-05-00-000-3010
08-43-46-05-00-000-3040

UTILITY EASEMENT

THIS UTILITY EASEMENT (“Easement”), made _____, 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- 4705, (“**COUNTY**”), in favor of the **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, whose address is 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435-7934, (“**CITY**”).

WITNESSETH:

That **COUNTY** for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto **CITY**, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the construction, operation and maintenance of underground regional force main and appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, described on Exhibit “A” attached hereto and made a part hereof as if recited at length (the “Easement Premises”)

**See legal description marked Exhibit “A”
attached hereto and made a part hereof**

together with the right of ingress and egress thereto, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, depicted on Exhibit “B” attached hereto and made a part hereof as if recited at length (the “Access Premises”).

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. CITY shall cause the regional force main and its appurtenances to be constructed within the confines of the Easement Premises.
2. CITY hereby expressly agrees that in the event that CITY, its successors and assigns, shall ever abandon use of the of the Easement Premises or cease to use the Easement Premises for the purposes herein expressed, the easements granted herein shall become null and void, and all the right, title and interest in and to the Easement Premises and Access Premises shall revert to COUNTY.
3. CITY further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its underground regional force main and appurtenances within the Easement Premises at all times during the term hereof.
4. CITY 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 CITY'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 CITY to indemnify COUNTY for COUNTY's negligent, willful or intentional acts or omissions.
5. The grant of Easement contained herein is solely for the use and benefit of CITY, and CITY's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises or the Access Premises for public use.
6. CITY acknowledges that certain above ground and underground improvements have been constructed by COUNTY and/or FPL within the Easement Premises and Access Premises. Accordingly, CITY covenants that it will protect all such improvements and any improvements made by COUNTY in the future, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, existing fencing and existing trees and landscaping.
7. CITY hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

8. COUNTY reserves the right to terminate CITY's use of the Access Premises upon ninety (90) days written notice to CITY.

9. 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 portions of this Easement and the same shall remain in full force and effect.

10. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

11. By exercise of the rights granted to CITY by this instrument, CITY acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against CITY, its successors and assigns to the same extent as if such party had physically executed this instrument.

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

13. 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.

14. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, COUNTY has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: *Ret. Anthony Wolf*
Department Director



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411

(866) 909-2220 phone (561) 687-1110 fax

CERT No. 6091 - LB No. 7055

JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA

www.wantmangroup.com

EXHIBIT "A"

DESCRIPTION & SKETCH

PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

LEGAL DESCRIPTION: Utility Easement

A 12.00 foot wide strip of land lying in a portion of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida and being a portion of the lands described in Official Records Book 3209, at Page 260 through 261 inclusive, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of said described lands, said point being the **POINT OF BEGINNING**, said point also being on the Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Westerly right-of-way line, for 344.80 feet to a point on the North right-of-way line of the Lake Worth Drainage District Lateral Canal L-29; Thence departing aforesaid Westerly right-of-way line South 88°09'30" West along said North right-of-way line, for 12.73 feet, said point being on a line 12.00 feet West of and parallel with the Southerly extension of the Easterly line of aforesaid described lands and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence departing aforesaid North right-of-way line North 17°39'52" East along said parallel line, for 1,749.92 feet; Thence departing said parallel line South 72°20'08" East, for 12.00 feet, said point being on aforesaid described lands Easterly line and Westerly right-of-way line of the Seaboard Coast Line Railroad; Thence South 17°39'52" West along said Easterly and Westerly line, for 1,400.87 feet to the **POINT OF BEGINNING**.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in Palm Beach County, Florida.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC., THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WANTMAN GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

4. BEARINGS BASED ON AN ASSUMED BEARING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD, SAID LINE BEARS SOUTH 17°39'52" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. WANTMAN GROUP, INC., CERTIFICATE OF AUTHORIZATION No. 7055, IS ISSUED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

CERTIFICATION:

I HEREBY CERTIFY that the attached Description and Sketch is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

For The Firm:
Wantman Group, Inc.

Derek G. Zeman DATE: 9/4/09
DEREK G. ZEMAN,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. 5655

DATE:	REVISION:	BY:	BY:	DATE:
09/04/08	REVISED PER COMMENTS	MRG		9/4/09
			OFFICE	MRG
			DATE	03/31/08
			JOB	407667.01
			CHECKED	DGZ
			SHEET	1 OF 3
			DWG	66701_UE 5

K:\CITY OF BOYNTON BEACH\BB FORCEMAIN\dwg\Legal\66701_UE 5.dwg Sh 1 Sep 04, 2009



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411

(866) 909-2220 phone (561) 687-1110 fax

CERT No. 6091 - LB No. 7055

JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA

www.wantmangroup.com

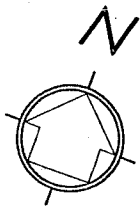
EXHIBIT "A"

DESCRIPTION & SKETCH

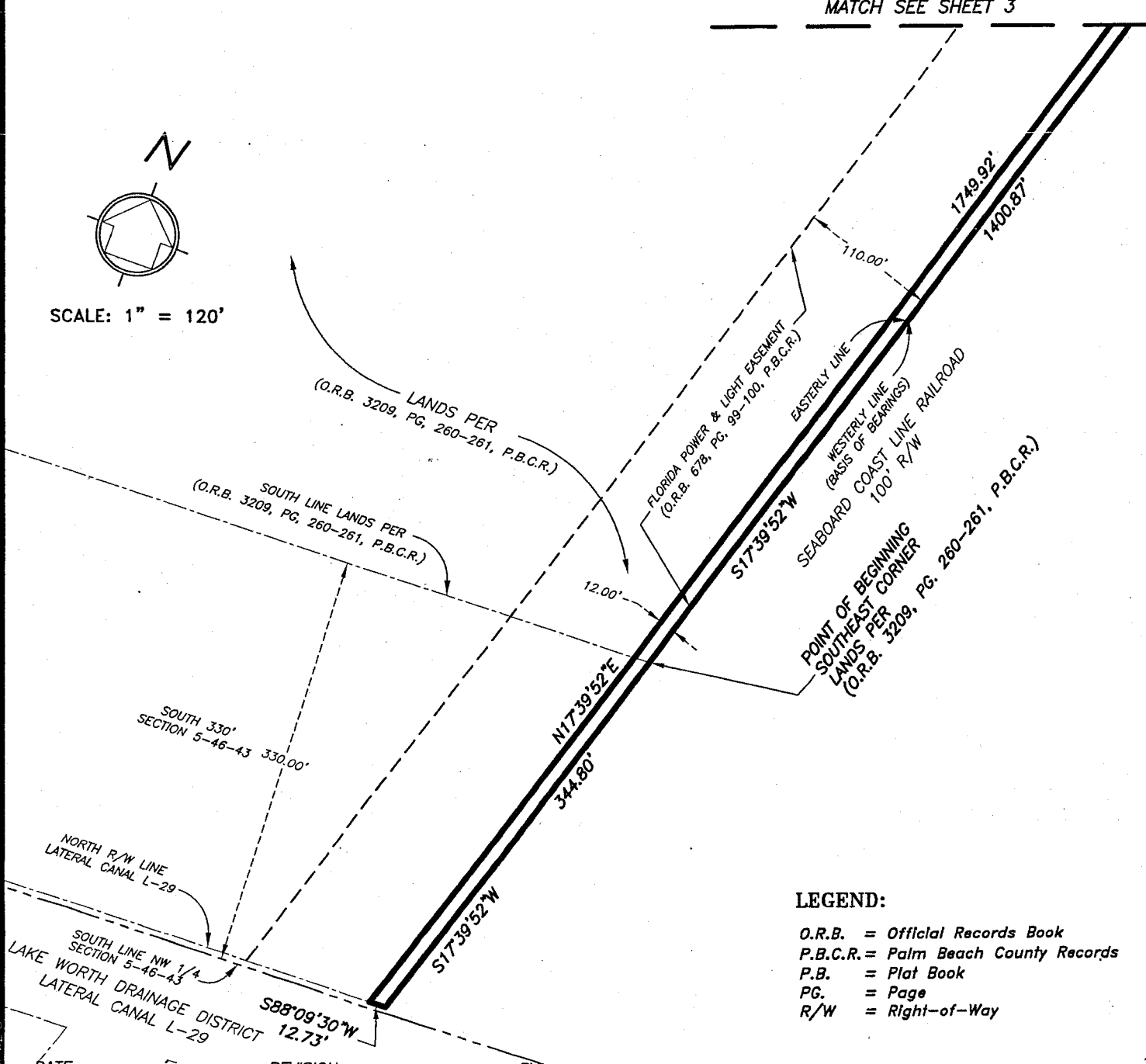
PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA

MATCH SEE SHEET 3



SCALE: 1" = 120'



LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

DATE:

REVISION:

BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED	DGZ	SHEET	2 OF 3	DWG	66701_UE 5



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

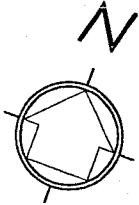
2035 VISTA PARKWAY, SUITE 100 WEST PALM BEACH, FL 33411
(866) 909-2220 phone (561) 687-1110 fax
CERT No. 6091 - LB No. 7055
JACKSONVILLE - ORLANDO - PORT ST. LUCIE - TAMPA
www.wantmangroup.com

EXHIBIT "A"

DESCRIPTION & SKETCH

PREPARED FOR:

THE CITY OF BOYNTON BEACH, FLORIDA



SCALE: 1" = 120'

LANDS PER
(O.R.B. 3209, PG. 260-261, P.B.C.R.)

FLORIDA POWER & LIGHT EASEMENT
(O.R.B. 678, PG. 99-100, P.B.C.R.)

EASTERLY LINE

WESTERLY LINE
(BASIS OF BEARINGS)

SEABOARD COAST LINE RAILROAD
100' R/W

N17°39'52"E
S17°39'52"W

1749.92'
1400.87'

S72°20'08"E
12.00'

110.00'

12.00'

LEGEND:

- O.R.B. = Official Records Book
- P.B.C.R. = Palm Beach County Records
- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way

MATCH SEE SHEET 2

DATE:

REVISION:

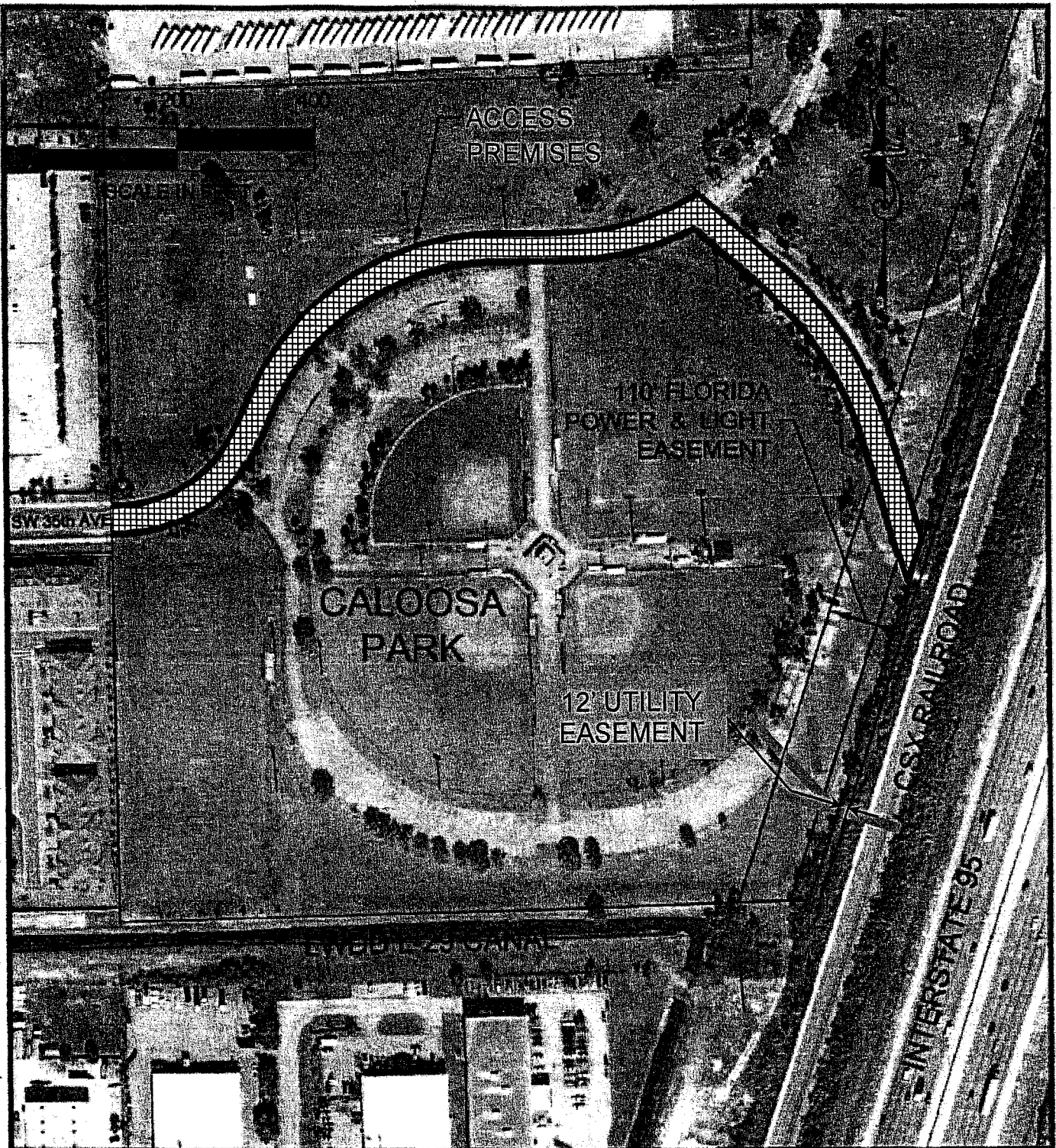
BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	03/31/08	JOB	407667.01
CHECKED	DGZ	SHEET	3 OF 3	DWG	66701_UE 5


EXHIBIT "B"

Jimmy Richie N: \687 Boynton Beach Force Main.V. DESIGN DATA\F5 WCI Drawings\Clw\dwg\PBC Parks Exhibit.dwg letter c1w8 color Plotted: 8/20/2008 3:48:43 PM Saved: 8/20/2008 3:48:18 PM



PROJECT: CITY OF BOYNTON BEACH REGIONAL FORCE MAIN		TASK: CALOOSA PARK ACCESS PREMISES EXHIBIT	
Wantman Group, Inc. Engineering ❖ Surveying ❖ Mapping 2035 VISTA PARKWAY SUITE 100 WEST PALM BEACH, FL 33411 (561) 687-2220 phone (561) 687-1110 fax CERT No. 6091 - LB No. 7055		CAD PBC Parks Exhibit.dwg	
		DRAWN JWR	JOB NO. 407667.01
		DESIGNED JWR	TOTAL SHEETS 1
		CHECKED DKB	DATE 8/20/2008
QC DKB	Not to Scale	SHEET: 1	

LEGEND:

	Access Premises
---	-----------------

1
2
3
4
5
6
7
8
9
10
11
12
13

RESOLUTION NO. R08- 131

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,
FLORIDA, APPROVING AND AUTHORIZING
EXECUTION OF AN INTERLOCAL AGREEMENT AND
A TEMPORARY CONSTRUCTION EASEMENT
BETWEEN THE CITY OF BOYNTON BEACH AND
PALM BEACH COUNTY, IN SUPPORT OF THE CITY'S
CONSTRUCTION OF THE NEW REGIONAL FORCE
MAIN, AND PROVIDING FOR AN EFFECTIVE DATE.**

14 **WHEREAS**, in 2007, the City issued a task order to the Wantman Group for the new
15 regional force main route selection, detail design, permitting and bidding phases of the
16 project; and

17 **WHEREAS**, the attached agreement with Palm Beach County, allows the City to
18 access the pipeline corridor for the construction of the force main and it's components and
19 commits the City to restore the property of Palm Beach County, to it's pre-existing conditions
20 and to maintain the force main and it's components; and

21 **WHEREAS**, the City Commission upon recommendation of staff, deems it
22 appropriate to approve and authorize execution by the Mayor and City Clerk of the Interlocal
23 Agreement and Temporary Construction Easement between the City of Boynton Beach and
24 Palm Beach County.

25 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

26 Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
27 being true and correct and are hereby made a specific part of this Resolution upon adoption
28 hereof.

29 Section 2. The City Commission of the City of Boynton Beach, Florida does

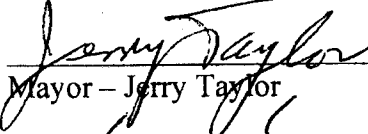
S:\CA\RESO\Agreements\Access Easement -Palm Beach County-RFM.doc

1 hereby approves and authorizes the Mayor and City Clerk to execute an Interlocal Agreement
2 and Temporary Construction Easement between the City of Boynton Beach and Palm Beach
3 County, in support of the City's construction of the new regional force main, a copy of which
4 is attached hereto as Exhibit "A".

5 Section 3. This Resolution shall become effective immediately upon passage.

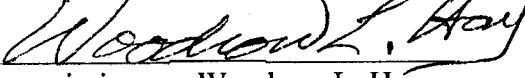
6
7 PASSED AND ADOPTED this 18th day of November, 2008.

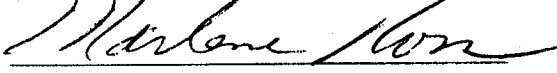
8
9 CITY OF BOYNTON BEACH, FLORIDA

10
11 
12 Mayor - Jerry Taylor

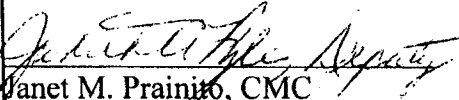
13
14
15 Vice Mayor - Jose Rodriguez

16
17 
18 Commissioner - Ronald Weiland

19
20 
21 Commissioner - Woodrow L. Hay

22
23 
24 Commissioner - Marlene Ross

25
26 ATTEST:

27
28 
29 Janet M. Prainito, CMC
30 City Clerk



CERTIFICATE OF COVERAGE

ISSUED ON: 11/5/2008

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FLI 0502003 08-05

COVERAGE PERIOD: 11/1/2008 TO 10/1/2009 12:01 AM

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 subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Palm Beach County BOCC
Risk Management Department
Richard Cohen
160 Australian Avenue
West Palm Beach, FL 33408

Designated Member
City of Boynton Beach
P. O. Box 310

Boynton Beach, FL 334250310

LIABILITY COVERAGE

Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

- Limit
- Public Officials Liability
- Limit
- Employment Practices Liability
- Limit
- Employee Benefits Liability
- Limit
- Law Enforcement Liability
- Limit

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

- Self Insured Workers' Compensation
- Statutory Workers' Compensation
- Employers Liability
- Each Accident
- By Disease
- Aggregate Disease

PROPERTY COVERAGE

Buildings & Personal Property

- Limit
- Note: See coverage agreement for details on wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment

- Limit
- All other Inland Marine
- Limit

AUTOMOBILE COVERAGE

Automobile Liability

- Limit \$2,000,000 \$100,000 SIR
- X All Owned
- Specifically Described Autos
- X Hired Autos
- X Non-Owned Autos

Automobile Physical Damage

- X Comprehensive See Schedule for Deductible
- X Collision See Schedule for Deductible
- X Hired Auto with limit of \$35,000

NOTE: The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, 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: Evidence of Insurance

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

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.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, 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.

Producer
Public Risk Insurance Agency
P. O. Box 2416

Daytona Beach, FL 32115



AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/08

PRODUCER 1-561-995-6706
Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road
Suite 400E
Boca Raton, FL 33431

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 POLICIES BELOW.

INSURED
City of Boynton Beach
100E Boynton Beach Blvd
Boynton Beach, FL 33425

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Ins Co	18023
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP0267729	10/01/07	04/01/09	EACH OCCURRENCE \$ SEEBELOW DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 200,000	CP0267729	10/01/07	04/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All operations usual to a normal City Government
 Policy Subject to SIR as per General Endorsement SNS GEN01.
 All other terms and conditions of policy remain unchanged.
 Re: ILA Utility Easement and Temporary Construction Easement

CERTIFICATE HOLDER

Palm Beach County
 Property and Real Estate Management Division

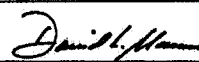
 2633 Vista Pkwy
 West Palm Beach, FL 33411

 USA

CANCELLATION *10-day cancellation notice for non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08) aimbel
 10471909

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.