

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes No

Budget Account No.:

Fund Agency Organization Object Amount

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

* This item has no fiscal impact.

C. Departmental Fiscal Review: Phillips

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 M. J. Hill 5/26/09
 OFMB
 (initials) 5/20/09

 J. J. Jacobs 5/28/09
 Contract Administration
 5/28/09

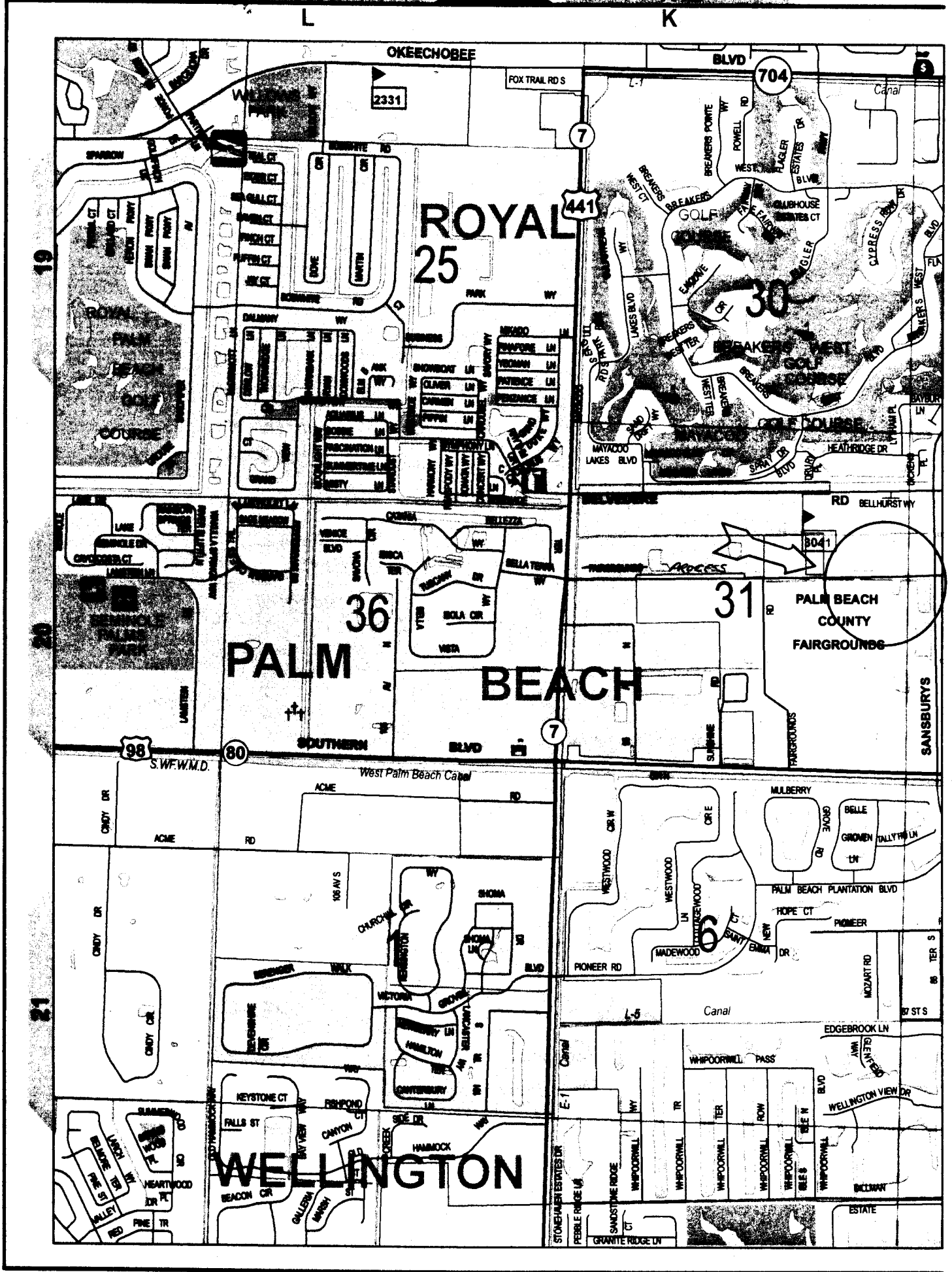
B. Legal Sufficiency:

 Paul F. Jacobs 5/29/09
 Assistant County Attorney

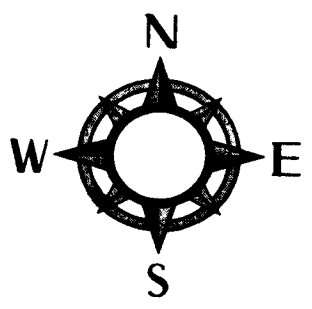
C. Other Department Review:

 Department Director

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



Location Map



RIGHT OF ENTRY/LICENSE AGREEMENT

This **Right of Entry/License Agreement** ("Agreement") is entered into as of the ____ date of _____, 2009, by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (hereinafter referred to as "Grantor") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantee desires to enter certain property comprising approximately 0.09 acres, more or less, owned by Grantor, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"), in order to: construct and install a curb and sidewalk within a portion of adjacent road right of way owned by Grantee known as Process Drive (formerly known as Fairgrounds Road) right of way, as well as to slope and grade the Premises so that the Premises conform, tie-in, and harmonize with the modifications being made by Grantee to the adjacent Process Drive (formerly known as Fairgrounds Road) right of way and the adjacent Sansbury's Way right of way; and

WHEREAS, Grantor is willing to grant to the Grantee a right of entry/license in order to perform such limited activities upon the terms, conditions and provisions set forth herein.

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

1. Grantor hereby grants to Grantee a right of entry/license to enter the Premises commencing on the date of issuance of a "notice of commencement" to the Grantee's contractor by the Palm Beach County Engineering Department, (hereinafter referred to as the "Commencement Date"), and, unless sooner terminated pursuant to other provisions hereof, terminating upon the earlier to occur of: (a) 365 days from the Commencement Date or, (b) March 1, 2011 (hereinafter referred to as the "Termination Date"), in order to: construct and install a curb and sidewalk within a portion of adjacent road right of way owned by Grantee known as Process Drive (formerly known as Fairgrounds Road) right of way, as well as to slope and grade the Premises so that the Premises conform, tie-in, and harmonize with the modifications being made by Grantee to the adjacent Process Drive (formerly known as Fairgrounds Road) right of way and the adjacent Sansbury's Way right of way. Grantee shall notify Grantor of the Commencement Date, within 30 days of issuance of the "notice of commencement." Grantee agrees that prior to the Termination Date, Grantee shall, at Grantee's sole cost and expense, slope and grade the Premises so that the Premises conform, tie-in and harmonize with the modifications being made by Grantee to the adjacent Process Drive (formerly known as Fairgrounds Road) right of way and the Sansbury's Way right of way, such that Grantor's access through the Premises to Grantor's Field Station will not change as a result of the modifications made by Grantee to the Process Drive (formerly known as Fairgrounds Road) right of way and the Sansbury's Way right of way. Grantee acknowledges that Grantee must provide clearance of at least six (6) inches at each ramp located within the Premises. Grantee acknowledges that Grantee's activities within the Premises must not interfere with, impede or prevent access to Grantor's Field Station.

2. All activities of the Grantee conducted with respect to the Premises shall be in accordance and compliance with all federal, state and local laws, statutes, regulations, permits, and ordinances, including but not limited to all environmental laws and regulations, as well as any permits issued by Grantor. Prior to entering the Premises, the Grantee shall obtain all necessary federal, state, local, and other governmental approvals and permits, including but not limited to any and all applicable Grantor permits. The Grantee shall maintain all of such permits and approvals throughout the term of this Agreement. The Grantee acknowledges that there is no guarantee that the Grantee will receive any permits or approvals.
3. This Agreement may not be assigned or transferred without the prior written consent of Grantor, which consent may be withheld by Grantor in its sole and absolute discretion.
4. NOTICE: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO Grantor:

Director of Land Acquisition Department
South Florida Water Management District
(MAILING ADDRESS:)
P.O. Box 24680
West Palm Beach, Florida 33416-4680

(OFFICE LOCATION:)
3301 Gun Club Road
West Palm Beach, Florida 33406

Fax (561) 681-6233

TO Grantee:

Palm Beach County
R/W Acquisition Section
Post Office Box 21229
West Palm Beach, Florida 33416 **W/C Box 1066**
Attn: Tripp Cioci, Right-of-Way Specialist
Fax (561) 684-4085

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

5. Grantor makes no warranties or representations as to its interest in the Premises, or that the Premises are safe or suitable for the purposes for which the Grantee is permitted to use the Premises. The Grantee acknowledges that it accepts the Premises in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition.
6. Any contractors and subcontractors utilized by the Grantee in connection with activities undertaken in connection with this Agreement shall: (1) indemnify Grantor for all loss, damage, liability, causes of action, claims, and costs, including but not limited to reasonable attorney's fees and costs, incurred by Grantor as a result of the negligent, willful or intentional acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the Premises during the term of this Agreement, and (2) obtain and provide to Grantor evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of \$1,000,000.00 per occurrence, bodily and property damage combined and (3) list Grantor as additional insured under such contractor's liability insurance.
7. Grantee acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent permitted by law, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantee shall defend, indemnify and hold Grantor harmless from any and all claims, liability, losses, expenses and causes of action, including but not limited to reasonable attorney's fees and costs, which may arise out of the Grantee's own negligence in connection with this Agreement. The foregoing indemnification shall neither alter the Grantee's waiver of sovereign immunity nor extend the Grantee's liability beyond the limits established in Section 768.28, Florida Statutes. Furthermore, the foregoing indemnification shall not be construed to constitute agreement by the Grantee to indemnify Grantor for Grantor negligent or willful acts or omissions.
8. Grantee shall keep the Premises free from any liens, including, but not limited to mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by Grantee. Grantee shall not have any authority to incur liens for labor or material with respect to the Premises. In the event that Grantee shall not, within 10 days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Grantor, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to Grantor by Grantee on demand.
9. Time is of the essence with respect to every term, condition, and provision of this Agreement.
10. This Agreement may only be modified or amended by written instrument executed by both the Grantee and Grantor.

11. Failures or waivers to enforce any covenant, condition, term, or provision of this Agreement by the parties shall not operate as a discharge of or invalidate such covenant, condition, term, or provision, or impair the enforcement rights of the parties, nor shall it be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition, term, provision, or right but the same shall remain in full force and effect.
12. This Agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, or agreements to the contrary.
13. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

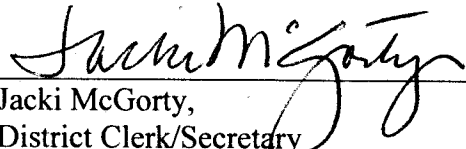


(Corporate Seal)

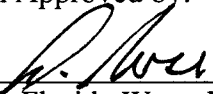
**GRANTOR:
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD**

By: 
Eric Buermann, Chairman

ATTEST:


Jacki McGorty,
District Clerk/Secretary

Form Approved by:


South Florida Water Management District
Office of Counsel

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

GRANTEE:

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

By: _____
John F. Koons, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

EXHIBIT A
(RIGHT OF ENTRY AREA)

SFWMD Tract No. D4100-001

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE NORTH R/W LINE OF PROCESS WAY BEING S89°05'26"W.
3. THE LAND DESCRIPTION HEREON WAS PREPARED BY THE SURVEYOR.
4. ABBREVIATIONS: P.O.C.=POINT OF COMMENCEMENT; P.O.B.=POINT OF BEGINNING; R/W=RIGHT OF WAY; P.B.=PLAT BOOK; O.R.B.=OFFICIAL RECORDS BOOK
5. THIS IS NOT A BOUNDARY SURVEY.

DESCRIPTION

A PORTION OF TRACT 8, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SANBURY'S WAY (AS DESCRIBED IN OFFICIAL RECORDS BOOK 5299, PAGE 737 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA) WITH THE NORTH RIGHT-OF-WAY LINE OF PROCESS WAY ROAD (AS DESCRIBED IN OFFICIAL RECORDS BOOK 2428, PAGE 1209 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE S89°05'26"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 795.00 FEET; THENCE N00°54'34"W, 5.00 FEET TO A POINT ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE; THENCE N89°05'26"E, ALONG SAID PARALLEL LINE, 795.00 FEET TO A POINT ON AFORESAID WEST RIGHT-OF-WAY LINE OF SANBURY'S WAY; THENCE S00°57'24"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 3,975 SQUARE FEET (0.09 ACRES) MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON OCTOBER 13, 2004.



KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103



KATHLEEN L. HALL LAND SURVEYING, INC.

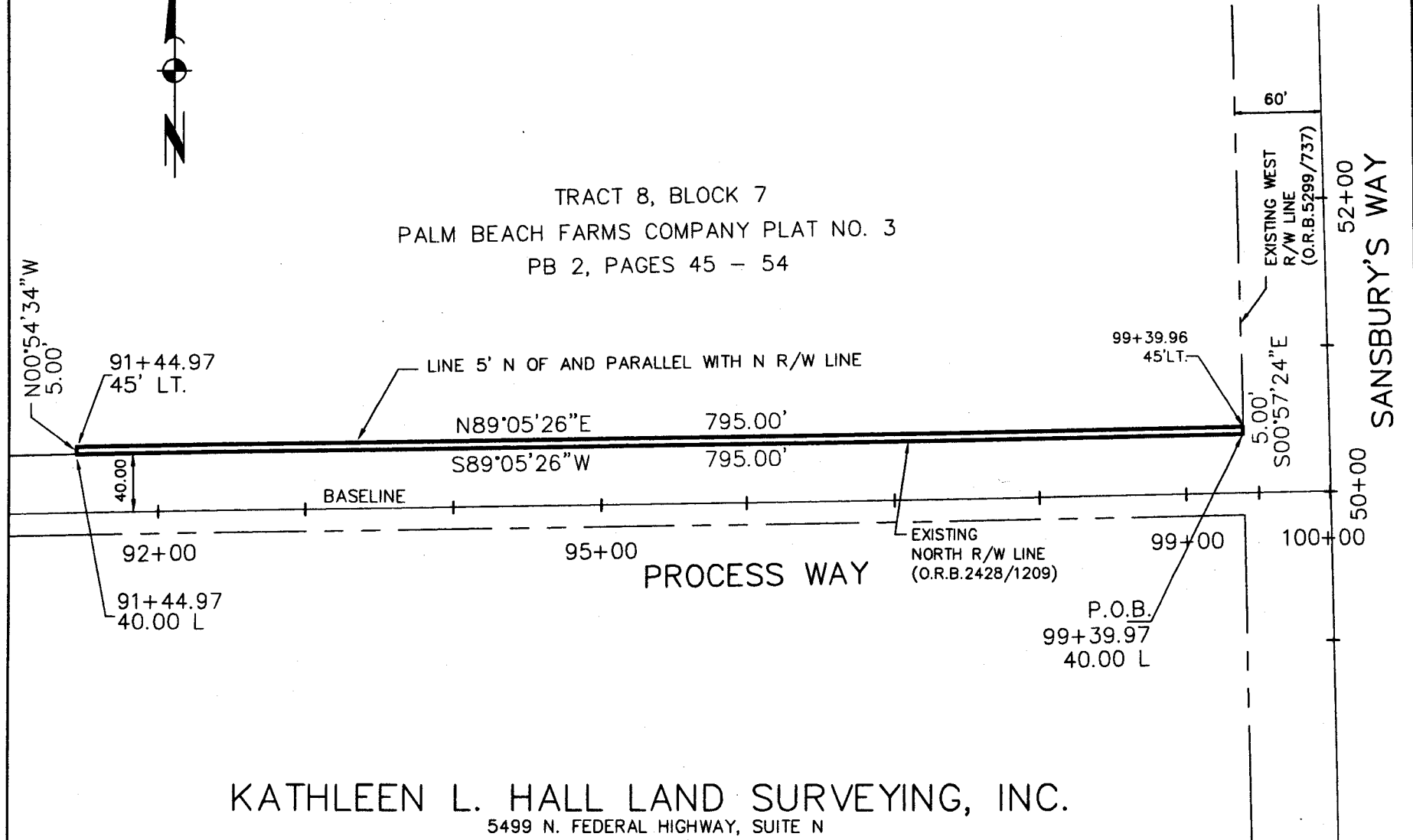
5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FLORIDA 33487
TEL.(561)443-0426 FAX.(561)443-0429
Florida L.B. #6555

REV. 12/17/08
REV. 10/17/08
REV. 2/2/06
REV.: 9/1/05
SHEET 1 OF 2
DATE: 10/13/2004
JOB NO.: 3595

EXHIBIT A
(RIGHT OF ENTRY AREA)



TRACT 8, BLOCK 7
PALM BEACH FARMS COMPANY PLAT NO. 3
PB 2, PAGES 45 - 54



KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N

BOCA RATON, FL. 33487

TEL.(561) 443-0426 FAX.(561) 443-0429

FLORIDA L.B. #6555

SCALE: 1"=100'

SHEET 2 OF 2
JOB NO.: 3595

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2009- 303

A RESOLUTION OF THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO APPROVE GRANTING A RIGHT OF ENTRY/LICENSE AGREEMENT TO PALM BEACH COUNTY OVER A PORTION OF THE WEST PALM BEACH FIELD STATION PROPERTY CONTAINING 0.09 ACRES, MORE OR LESS, LOCATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, AT NO COST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County ("County") is widening Process Road (formerly known as Fairgrounds Road), the construction of which includes a sidewalk/curb and sloping and grading the road right of way along the southerly boundary of the South Florida Water Management District's ("District") West Palm Beach Field Station; and

WHEREAS, the County requires access to a 5-foot strip of District land adjacent to the northerly right of way of Process Road in order to complete the construction; and

WHEREAS, the District is willing to provide to the County a Right of Entry/License Agreement for the purposes referenced above in accordance with the terms and conditions attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, pursuant to Section 373.056(4), Florida Statutes, the District may convey to another government entity land or rights in land owned by the District not required for its purposes under such terms and conditions as the Governing Board of the District may determine.

NOW THEREFORE, BE IT RESOLVED by the Governing Board of the South Florida Water Management District:

Section 1: The Governing Board of the South Florida Water Management District approves issuing a Right of Entry/License Agreement to Palm Beach County over a portion of the West Palm Beach Field Station ("Premises") lying within Section 32, Township 43 South, Range 42 East, Palm Beach County, Florida, for the expansion of Process Road (formerly known as Fairgrounds Road), containing 0.09 acres.

36 more or less, under the terms and conditions set forth in the Exhibit "A" Right of
37 Entry/License Agreement attached hereto and made a part hereof.

38 **Section 2:** This Resolution shall take effect immediately upon adoption.

39
40 PASSED and ADOPTED this 12 day of March, 2009.



51 ATTEST:

52
53
54 By: Jackie N. Gerty
55 District Clerk/Secretary
56

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

By: [Signature]
Chairman

Legal Form Approved:

By: [Signature]
Andrew Ross, Sr. Specialist Attorney
Office of Counsel

Exhibit "A"

RIGHT OF ENTRY/LICENSE AGREEMENT

This **Right of Entry/License Agreement** ("Agreement") is entered into as of the _____ date of _____, 2009, by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (hereinafter referred to as "Grantor") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Grantee").

WHEREAS, the Grantee desires to enter certain property comprising approximately 0.09 acres, more or less, owned by Grantor, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"), in order to: construct and install a curb and sidewalk within a portion of adjacent road right of way owned by Grantee known as Process Drive (formerly known as Fairgrounds Road) right of way, as well as to slope and grade the Premises so that the Premises conform, tie-in, and harmonize with the modifications being made by Grantee to the adjacent Process Drive (formerly known as Fairgrounds Road) right of way and the adjacent Sansbury's Way right of way; and

WHEREAS, Grantor is willing to grant to the Grantee a right of entry/license in order to perform such limited activities upon the terms, conditions and provisions set forth herein.

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

1. Grantor hereby grants to Grantee a right of entry/license to enter the Premises commencing on the date of issuance of a "notice of commencement" to the Grantee's contractor by the Palm Beach County Engineering Department, (hereinafter referred to as the "Commencement Date"), and, unless sooner terminated pursuant to other provisions hereof, terminating upon the earlier to occur of: (a) 365 days from the Commencement Date or, (b) March 1, 2011 (hereinafter referred to as the "Termination Date"), in order to: construct and install a curb and sidewalk within a portion of adjacent road right of way owned by Grantee known as Process Drive (formerly known as Fairgrounds Road) right of way, as well as to slope and grade the Premises so that the Premises conform, tie-in, and harmonize with the modifications being made by Grantee to the adjacent Process Drive (formerly known as Fairgrounds Road) right of way and the adjacent Sansbury's Way right of way. Grantee shall notify Grantor of the Commencement Date, within 30 days of issuance of the "notice of commencement." Grantee agrees that prior to the Termination Date, Grantee shall, at Grantee's sole cost and expense, slope and grade the Premises so that the Premises conform, tie-in and harmonize with the modifications being made by Grantee to the adjacent Process Drive (formerly known as Fairgrounds Road) right of way and the Sansbury's Way right of way, such that Grantor's access through the Premises to Grantor's Field Station will not change as a result of the modifications made by Grantee to the Process Drive (formerly known as Fairgrounds Road) right of way and the Sansbury's Way right of way. Grantee acknowledges that Grantee must provide clearance of at least six (6) inches at each ramp located within the Premises. Grantee acknowledges that Grantee's activities within the Premises must not interfere with, impede or prevent access to Grantor's Field Station.

2. All activities of the Grantee conducted with respect to the Premises shall be in accordance and compliance with all federal, state and local laws, statutes, regulations, permits, and ordinances, including but not limited to all environmental laws and regulations, as well as any permits issued by Grantor. Prior to entering the Premises, the Grantee shall obtain all necessary federal, state, local, and other governmental approvals and permits, including but not limited to any and all applicable Grantor permits. The Grantee shall maintain all of such permits and approvals throughout the term of this Agreement. The Grantee acknowledges that there is no guarantee that the Grantee will receive any permits or approvals.
3. This Agreement may not be assigned or transferred without the prior written consent of Grantor, which consent may be withheld by Grantor in its sole and absolute discretion.
4. NOTICE: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO Grantor:

Director of Land Acquisition Department
South Florida Water Management District
(MAILING ADDRESS:)
P.O. Box 24680
West Palm Beach, Florida 33416-4680

(OFFICE LOCATION:)
3301 Gun Club Road
West Palm Beach, Florida 33406

Fax (561) 681-6233

TO Grantee:

Palm Beach County
R/W Acquisition Section
Post Office Box 21229
West Palm Beach, Florida 33416 W/C Box 1066
Attn: Tripp Cioci, Right-of-Way Specialist
Fax (561) 684-4085

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

5. Grantor makes no warranties or representations as to its interest in the Premises, or that the Premises are safe or suitable for the purposes for which the Grantee is permitted to use the Premises. The Grantee acknowledges that it accepts the Premises in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition.
6. Any contractors and subcontractors utilized by the Grantee in connection with activities undertaken in connection with this Agreement shall: (1) indemnify Grantor for all loss, damage, liability, causes of action, claims, and costs, including but not limited to reasonable attorney's fees and costs, incurred by Grantor as a result of the negligent, willful or intentional acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the Premises during the term of this Agreement, and (2) obtain and provide to Grantor evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of \$1,000,000.00 per occurrence, bodily and property damage combined and (3) list Grantor as additional insured under such contractor's liability insurance.
7. Grantee acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. To the extent permitted by law, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantee shall defend, indemnify and hold Grantor harmless from any and all claims, liability, losses, expenses and causes of action, including but not limited to reasonable attorney's fees and costs, which may arise out of the Grantee's own negligence in connection with this Agreement. The foregoing indemnification shall neither alter the Grantee's waiver of sovereign immunity nor extend the Grantee's liability beyond the limits established in Section 768.28, Florida Statutes. Furthermore, the foregoing indemnification shall not be construed to constitute agreement by the Grantee to indemnify Grantor for Grantor negligent or willful acts or omissions.
8. Grantee shall keep the Premises free from any liens, including, but not limited to mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by Grantee. Grantee shall not have any authority to incur liens for labor or material with respect to the Premises. In the event that Grantee shall not, within 10 days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Grantor, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to Grantor by Grantee on demand.
9. Time is of the essence with respect to every term, condition, and provision of this Agreement.
10. This Agreement may only be modified or amended by written instrument executed by both the Grantee and Grantor.

11. Failures or waivers to enforce any covenant, condition, term, or provision of this Agreement by the parties shall not operate as a discharge of or invalidate such covenant, condition, term, or provision, or impair the enforcement rights of the parties, nor shall it be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition, term, provision, or right but the same shall remain in full force and effect.
12. This Agreement states the entire understanding between the parties and supercedes any written or oral representations, statements, negotiations, or agreements to the contrary.
13. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

**GRANTOR:
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD**

Corporate Seal

By: _____
Eric Buermann, Chairman

ATTEST:

Form Approved by:

Jacki McGorty,
District Clerk/Secretary

South Florida Water Management District
Office of Counsel

ATTEST:

GRANTEE:

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: _____
Department Director

EXHIBIT A
(RIGHT OF ENTRY AREA)

SFWMD Tract No. D4100-001

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. BEARINGS SHOWN ARE BASED ON THE PALM BEACH COUNTY GEODETIC CONTROL DENSIFICATION PROJECT WITH THE NORTH R/W LINE OF PROCESS WAY BEING S89°05'26"W.
3. THE LAND DESCRIPTION HEREON WAS PREPARED BY THE SURVEYOR.
4. ABBREVIATIONS: P.O.C.=POINT OF COMMENCEMENT; P.O.B.=POINT OF BEGINNING; R/W=RIGHT OF WAY; P.B.=PLAT BOOK; O.R.B.=OFFICIAL RECORDS BOOK
5. THIS IS NOT A BOUNDARY SURVEY.

DESCRIPTION

A PORTION OF TRACT 8, BLOCK 7, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SANSBURY'S WAY (AS DESCRIBED IN OFFICIAL RECORDS BOOK 5299, PAGE 737 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA) WITH THE NORTH RIGHT-OF-WAY LINE OF PROCESS WAY ROAD (AS DESCRIBED IN OFFICIAL RECORDS BOOK 2428, PAGE 1209 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE S89°05'26"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 795.00 FEET; THENCE N00°54'34"W, 5.00 FEET TO A POINT ON A LINE 5.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE; THENCE N89°05'26"E, ALONG SAID PARALLEL LINE, 795.00 FEET TO A POINT ON AFORESAID WEST RIGHT-OF-WAY LINE OF SANSBURY'S WAY; THENCE S00°57'24"E, ALONG SAID WEST RIGHT-OF-WAY LINE, 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 3,975 SQUARE FEET (0.09 ACRES) MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON OCTOBER 13, 2004.

K. Kathleen L. Hall

KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103

KATHLEEN L. HALL LAND SURVEYING, INC.

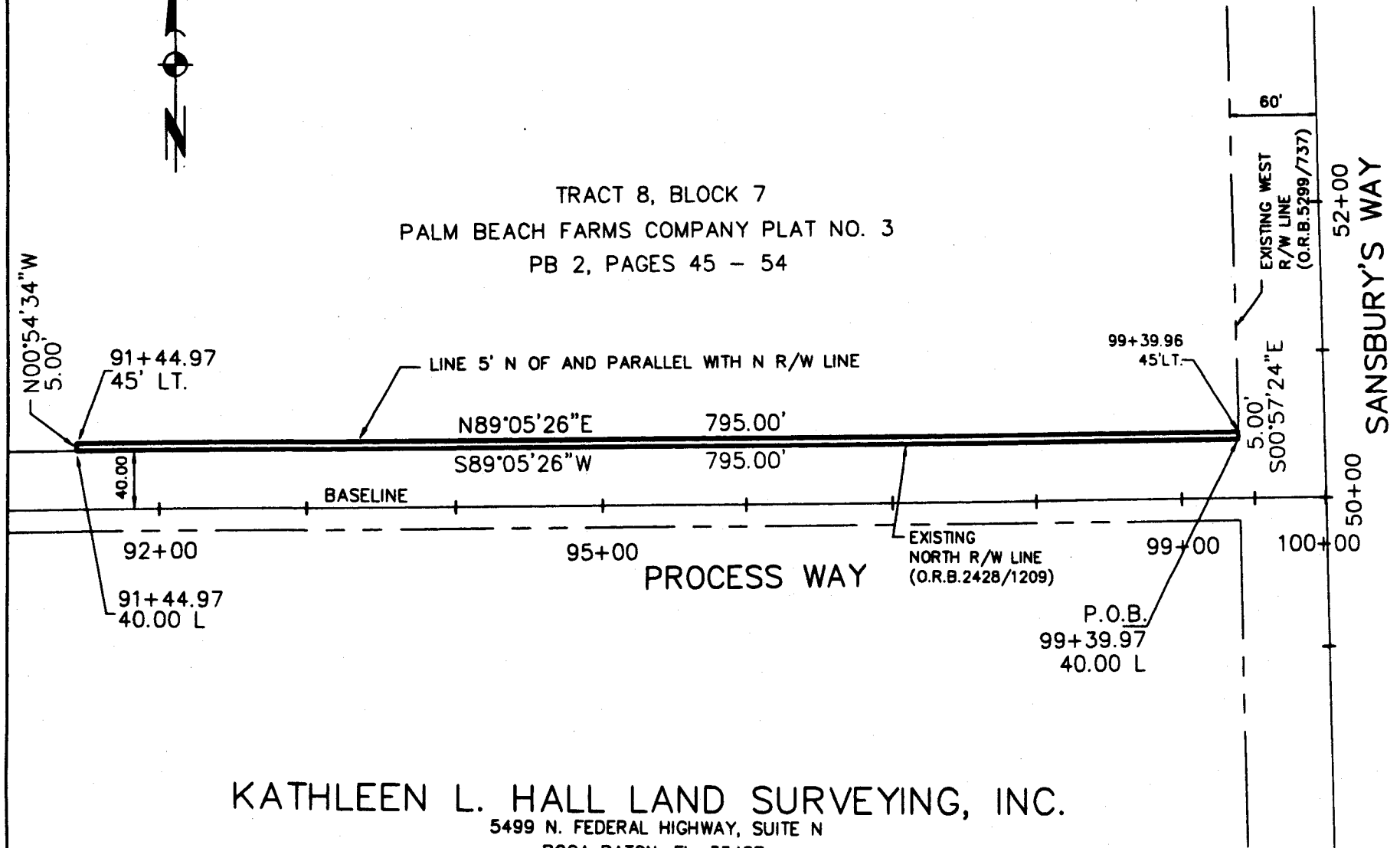
5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FLORIDA 33487
TEL.(561)443-0426 FAX.(561)443-0429
Florida L.B. #6555

REV. 12/17/08
REV. 10/17/08
REV. 2/2/06
REV.: 9/1/05
SHEET 1 OF 2
DATE: 10/13/2004
JOB NO.: 3595

EXHIBIT A
(RIGHT OF ENTRY AREA)



TRACT 8, BLOCK 7
PALM BEACH FARMS COMPANY PLAT NO. 3
PB 2, PAGES 45 - 54



KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487

TEL.(561) 443-0426 FAX.(561) 443-0429
FLORIDA L.B. #6555

SCALE: 1" = 100'

SHEET 2 OF 2
JOB NO.: 3595