

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (Agreement) with the Northern Palm Beach County Improvement District (NORTHERN) that provides the process for the County to grant a drainage and flowage easement within the Winding Waters Natural Area to NORTHERN in exchange for NORTHERN's relinquishment of its canal easement rights to the EPB-9 and EPB-9A canals within the Winding Waters Natural Area.

Summary: The Board has considered this easement exchange in concept earlier today under agenda item 5E. The Board's conceptual approval of the exchange pursuant to the Conservation Lands Protection Ordinance requires this separate agenda item to formally authorize the easement exchange. There is no monetary consideration for this exchange. The Agreement provides the methodology and responsibilities of the parties relative to the exchange of drainage and flowage easements that will benefit the creation of approximately 185 acres of wetlands in the Winding Waters Natural Area. The Agreement also provides for the maintenance of water control structures that will be constructed within the drainage easements as part of the wetland creation project. The land area obtained by the County when NORTHERN relinquishes its canal rights to the EPB-9 and EPB-9A canals will allow the completion of the 185-acre created wetland that gives the site its name. The drainage and flowage easements the County will grant to NORTHERN will allow NORTHERN to continue to flow water through the Winding Waters Natural Area. The new water flow will be in a manner that enhances the County's efforts to restore native habitats on the property and provide a very large wetland system for wading birds, fish, amphibians, and other wetland dependent species, while also providing passive recreational opportunities. District 7 (HF)

Background and Policy Issues: The Conservation Lands Protection Ordinance (No. 2003-052) requires a public hearing where the Board considers the approval in concept, of conveying an interest in Conservation Lands (i.e., the granting of the drainage and flowage easements to NORTHERN) to another entity or authorizing the use of Conservation Lands for a purpose other than originally intended. The public hearing held earlier today satisfied that requirement.

(Continued on Page 3.)

Attachments:

1. Interlocal Agreement with Northern Palm Beach County Improvement District

Recommended by: Richard E. Walshy 8/6/09
Department Director Date

Approved by: [Signature] 8/19/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

✓ There is no fiscal impact associated with this item.

C. Department Fiscal Review:

JF

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

[Signature] 8/13/09
 OFMB (NO) 8/12/09 SN 8/12/09 CN 8/11/09

[Signature] 8/13/09
 Contract Administrator

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 8/14/09
 Assistant County Attorney

Agreement not signed by Northern at time of CAO review.

C. Other Department Review:

 Department Director

(Continued from Page 1.):

Pursuant to Ordinance No. 2003-052, the Natural Areas Management Advisory Committee (NAMAC) has recommended approval of the easement exchange provided for in the Agreement. The City of West Palm Beach has provided comments of no objection to the proposed exchange. Staff supports the provisions of the Agreement and believes its approval will provide an exceptional benefit to the Conservation Lands Program. Approval of this Agreement completes the process outlined in Ordinance No. 2003-052.

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
(WINDING WATERS NATURAL AREA)**

This Interlocal Agreement (the "Agreement") shall be effective as of the _____ day of _____, 2009 (the "Effective Date") and is being entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with offices at 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401-4791, (hereinafter referred to as the "County") and **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, with offices at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418-7106 (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the County is currently in the process of developing its Winding Waters Natural Area on those parcels of real property described in attached **Exhibit "A-1"** (hereinafter referred to as the "Winding Waters Natural Area") and generally depicted on the site plan in attached **Exhibit "A-2"**; (the "Site Plan"); and

WHEREAS, District has a real property interest in those parcels of real property described in attached **Exhibit "B"** (the "District Property") which parcels of real property contain canals for surface water drainage purposes; and

WHEREAS, the County has applied to District for a permit relating to construction activities within the District Property; and

WHEREAS, as part of the County's development of its Winding Waters Natural Area, the County has asked that District convey its interest in the District Property to the County for environmental enhancement and surface water management purposes; and

WHEREAS, District has asked that in return for its conveyance to the County of its interest in the District Property, that County provide hereinafter identified water management and flowage easements over certain portions of real property owned by the County within the Winding Waters Natural Area; and

WHEREAS, it is the goal of the County and District to cooperate and assist each other, where possible, in order to provide the most efficient delivery of services to their respective landowners and residents; and

WHEREAS, the County and District are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage; and

WHEREAS, the County and District agree that it is in their respective best interests to work together in a cooperative manner by pooling and advancing their resources in order to carry out the implementation and construction of their respective programs and projects.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the County and District for and in consideration of the mutual benefits, understandings and promises as set forth herein, do enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and do incorporate them herein by this reference.

SECTION 2. COUNTY OBLIGATIONS. The County does hereby agree to the following duties and obligations, namely:

(A) Within thirty (30) calendar days following District's issuance to the County of the hereinafter described District Permit and pursuant to following subsection 2(E), the County shall execute and record in the official records of Palm Beach County, Florida: (i) the water management easement which is attached hereto and identified as **Exhibit "C"** (the "Water Management Easement"), and (ii) the flowage easement which is attached hereto and identified as **Exhibit "D"** (the "Flowage Easement").

(B) The County acknowledges and agrees that in the process of developing the Winding Waters Natural Area, there must be a sequencing of the timeframes within which various works and activities are to be commenced and completed by the County so that the District's ability to provide surface water management to its landowners and residents is not adversely affected. Therefore, the parties agree that the Sequence of Construction Activities set forth in attached **Exhibit "E"** (the "Activities") shall be applicable to this Agreement unless otherwise agreed to in writing by the District and County.

(C) The County shall design and construct, at no cost to District, a fixed weir ("Control Structure No. 1") and an emergency by-pass structure ("Control Structure No. 2") that are generally described in the attached **Exhibit "F"** (hereinafter collectively

referred to as the "Structures") at a location mutually agreed upon by and between the parties. The parties agree that after the County's conveyance of the Structures to District, the District will have control of the Structures; however, the District will consult with the County regarding the District's operating protocol for Control Structure No. 2 in order to preserve flood control capabilities and conserve water within the Winding Waters Natural Area. The District agrees to make reasonable efforts to notify the County when the District decides to open Control Structure No. 2. This consultation and cooperation is intended to allow the County to effectively manage the restoration of the Winding Waters Natural Area.

Prior to commencement of construction of the Structures, the County shall be obligated to timely provide full design plans and shop drawings to District for review and comment.

Upon the County's receipt of a notice of substantial completion from the engineer of record of each control structure as described above, County and District shall promptly schedule a joint inspection as mutually agreed upon by the parties. Once the County and District have agreed that the control structure has achieved substantial completion, then within sixty (60) calendar days following final completion of the control structure, the County shall convey all of its right, title and interest in the control structure to District by means of a Bill of Sale Absolute, in form similar in all material respects to that contained in attached Exhibit "G", together with a written assignment from the applicable contractor of a one (1) year correction period warranty whereby the contractor shall be obligated to promptly and without cost to District and in accordance with District's written instructions, correct or replace any work or materials used for or in the construction of said control structure if same are found to be deficient, defective or improperly installed.

(D) The parties shall exercise reasonable good faith efforts to conclude, within thirty (30) calendar days following the Effective Date of this Agreement, the provision and processing of satisfactory information or answers to all outstanding District comments in a manner that will allow the District to process the County's pending application for a District Permit (plus payment of District Permit review fees) and issue said District Permit for the connections, modifications, reconfigurations, excavations, backfilling or other changes the County intends to implement as to any portion of the District Property.

(E) Recording Order. Once District issues its Permit for the Winding Waters Natural Area, County shall immediately record or cause to be recorded in the official records of Palm Beach County, Florida, in successive and consecutive order, the following instruments (collectively the "Documents") which are required to be recorded hereunder:

1. Quit-Claim Deed in the form attached hereto as **Exhibit "H"** in favor of the County.
2. Water Management Easement in the form attached hereto as **Exhibit "C"** in favor of District.
3. Flowage Easement in the form attached hereto as **Exhibit "D"** in favor of District.

(F) **Delivery Order.** Promptly after the return of the Documents from the Clerk & Comptroller, the County shall deliver the recorded originals of the Documents to their respective grantees, with copies provided to the other party.

SECTION 3. DISTRICT OBLIGATIONS. District hereby agrees to the following, namely:

(A) Within thirty (30) calendar days following its issuance of the District Permit, to execute and deliver, in trust, to the County an original of the Quit-Claim Deed which is attached hereto and identified as **Exhibit "H"**. The County shall hold the Quit-Claim Deed "in trust" until recorded by the County pursuant to above subsection 2(E).

(B) Upon the County's satisfactory submission of responses and documentation to address outstanding District comments on the pending application for the District Permit and the County's payment of all District review fees relating to the issuance of said District Permit, District shall issue the District Permit to the County.

SECTION 4. MISCELLANEOUS PROVISIONS.

(A) **NOTICES.** Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery, facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the County shall be sent to:

Palm Beach County Board of County Commissioners
Environmental Resources Management Department
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743
Designated Representative: Environmental Resources Management Director
Phone: (561) 233-2400
Fax: (561) 233-2414

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Phone: (561) 355-2225
Fax: (561) 355-4398

All notices to District shall be sent to:

Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
Designated Representative: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

With a copy to:

Caldwell Pacetti Edwards Schoech & Viator LLP
Attention: Kenneth W. Edwards, Esquire
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401-5006
Phone: (561) 655-0620
Fax: (561) 655-3775

(B) **AMENDMENTS.** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

(C) **VENUE AND ELECTION OF REMEDIES.** This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. 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 hereinafter 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.

(D) **DISCRIMINATION**. District and the County agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender or identity 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.

(E) **CONSTRUCTION**. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

(F) **SEVERABILITY**. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

(G) **ENTIRE UNDERSTANDING**. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, either written or oral, relating to the matters which are the subject of this Agreement.

(H) **HEADINGS**. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

(I) **LIABILITY**. This Agreement is subject to the County's and District's reciprocal indemnification and hold harmless of each other to the extent permitted by the Constitution of the State of Florida and Section 768.28, Florida Statutes, including their employees and representatives, from any and all claims and liabilities, including all attorney's fees and costs, that may result from the imposition of penalties, fines, injury (including death), to persons or property that occur or arise due to negligent acts or omissions by the party to this Agreement that is responsible for the incident giving rise to said claim or liability.

(J) **LEGAL FEES AND COSTS**. The parties agree to bear the expense of their respective legal fees and costs associated with the negotiation and preparation of this Agreement, as well as any actions enforcing the terms of this Agreement.

(K) **DISCLAIMER OF BENEFICIARIES**. This Agreement is solely for the benefit of the herein specifically and formally named parties and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a

formally named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the formally named parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the formally named parties hereto and their respective representatives, successors and assigns.

(L) **CLERK AND COMPTROLLER.** A copy of this Agreement shall be filed with the Clerk & Comptroller in and for Palm Beach County, Florida.

(M) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(N) **TERM.** This Agreement shall continue in full force and effect for five (5) years from its Effective Date, unless earlier terminated or extended, as authorized herein.

(O) **EFFECTIVE DATE.** This Agreement shall be effective as of the last date that it is signed by both parties hereto.

Remainder of page intentionally left blank.

EXECUTED by County this _____ day of _____, 2009.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
John F. Koons, Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources
Management

EXECUTED by District this _____ day of _____, 2009.

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
an independent special district of the
State of Florida

By: _____
O'Neal Bardin, Jr., Secretary

By: _____
Deborah Diaz, President

(DISTRICT SEAL)

Approved as to legal form and sufficiency:

By: _____
Kenneth W. Edwards, Attorney
Northern Palm Beach County Improvement District

EXHIBIT "A-1"
TO
INTERLOCAL AGREEMENT
"WINDING WATERS NATURAL AREA"

Parcel 17.01

A parcel of land lying in Section 35, Township 42 South, Range 42 East, within the municipal limits of the City of West Palm Beach, Palm Beach County, Florida and being more particularly described as follows:

That part of said Section 35 lying South of the South line of the parcel of land described in Official Record Book 1682, page 467, public records of Palm Beach County, Florida, less and excepting therefrom the West 500 feet of the East 590 feet of the South 3,026 feet of the East Half (E ½) of said Section 35, also less the right-of-way of Haverhill Road and the lands conveyed to the Board of County Commissioners of Palm Beach County, Florida in Official Records Book 6843, Page 1172, public records of Palm Beach County, Florida.

Parcel 17.02

A parcel of land situate in Section 35, Township 42 South, Range 42 East; within Palm Beach County, Florida, and being more particularly described as follows:

The West 500 feet of the East 590 feet of the South 3,026 feet of the East Half (E ½) of said Section 35, less and excepting therefrom the right-of-way of Haverhill Road and the lands conveyed to the Board of County Commissioners of Palm Beach County, Florida in Official Records Book 6873, Page 1172, public records of Palm Beach County, Florida.

EXHIBIT "A-2"
TO
INTERLOCAL AGREEMENT
"SITE PLAN"

EXHIBIT "B"
TO
INTERLOCAL AGREEMENT
"DISTRICT PROPERTY"

EPB-9 Canal

A parcel of land lying in Section 35, Township 42 South, Range 42 East, Palm Beach County, Florida, being 60 feet either side of the following described Centerline No. 1:

Beginning at the East Quarter corner of said Section 35; thence North 85° 20' 08" West, along the East-West Quarter Section line a distance of 5,257.66 feet to a point of intersection with the West Section line of said Section 35, said point being the Southwest corner of the Northwest Quarter of said Section 35, less easements and rights-of-way of record.

EPB-9A Canal

Together with a parcel of land lying in Section 35, Township 42 South, Range 42 East, Palm Beach County, Florida, being 60 feet either side of the following described Centerline No. 2:

Beginning at a point 350 feet Westerly on a bearing line of South 85° 20' 08" East, from the Southwest corner of the Northeast Quarter of said Section 35; thence North 05° 08' 34" East to the South line of a parcel of land described in Official Record Book 1682, Page 467, public records of Palm Beach County, Florida, less easements and rights-of-way of record.

EXHIBIT "C"
TO
INTERLOCAL AGREEMENT
"WATER MANAGEMENT EASEMENT"

This Instrument Prepared by:
Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401-5006

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

Property Control Number: 74-42-42-35-00-000-1020

WATER MANAGEMENT EASEMENT
(Unit of Development No. 7)

THIS WATER MANAGEMENT EASEMENT (the "Easement") shall be effective as of the _____ day of _____, 2009 (the "Effective Date"), and is being granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401-4731 (hereinafter referred to as the "Grantor"), to **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418-7106, (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, Grantor is the record fee title owner of the real property described in **Exhibit "A"** which is attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, the Grantor has been asked to convey this Easement to the District in order for the District to have the right but not the obligation to construct, install, manage, operate, inspect, maintain, repair, replace, remove, enlarge and/or upgrade all components and contents of a modern water management system, including but not limited to irrigation, drainage and water management facilities, systems, structures, berms, weirs, works, littoral plantings, culverts and related utilities and appurtenances in, over, under, adjacent and upon the Easement Area; and

WHEREAS, the Grantor intends by this instrument to grant to the District a perpetual Easement in, over, under and upon the Easement Area as herein provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitations are incorporated herein and made a part hereof.

2. **ACCESS EASEMENT.** Grantor does hereby grant to the District a perpetual uninterrupted and nonexclusive ingress and egress easement in, over, under and upon the Easement Area for the purpose of providing ingress and egress for pedestrian, vehicular and/or equipment usage, including storage and parking, by the District, together with its authorized employees, contractors, suppliers, consultants, licensees and agents, for usage in the construction, installation, management, operation, inspection, maintenance, repair, replacement, removal, enlargement and/or upgrade of all components and content of a modern water management system, including but not limited to irrigation, drainage and water management facilities, systems, structures, berms, weirs, works, littoral plantings and vegetation, culverts and related utilities and appurtenances in, over, under, adjacent and upon the Easement Area.

3. **USAGE EASEMENT.** The Grantor does hereby grant to the District, together with its authorized employees, contractors, suppliers, consultants, licensees and agents, a perpetual easement for the exclusive right and authority, but not obligation, to construct, install, manage, operate, inspect, maintain, repair, replace, remove, enlarge and/or upgrade of all components and content of a modern water management system, including but not limited to irrigation, drainage and water management facilities, systems, structures, berms, weirs, works, littoral plantings and vegetation, culverts and related utilities and appurtenances in, over, under, adjacent and upon the Easement Area. The Grantor reserves to itself the right to access in, over, under, adjacent and upon the Easement Area for maintenance and inspection purposes.

4. **ASSIGNMENT.** The District shall not sell, assign or transfer any of its rights or easements granted hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee title owner of the subject Easement Area, as the case may be, and any attempt to do so shall be null and void, except that said prohibition shall not apply to an assignment or transfer by the District to a governmental entity or agency.

5. **RELEASE OF EASEMENT.** A material provision to the granting of these rights and easement is the agreement that in the event the District should subsequently determine that it no longer requires all or any portion of the easements or rights granted herein as to any portion of the Easement Area, then in such event said portion which is no longer

required shall be released by the District without the requirement for payment of consideration for said release by or from the Grantor.

The aforementioned termination or release of a right, easement or portion thereof, shall not be effective until such time as the District has received a written request from the then fee simple title owner(s) of the subject Easement Area for which such a determination is requested and the recording of a written release, termination or other appropriate instrument issued by the District as to the right, easement or portion thereof which is being released from this Easement.

6. **SUCCESSORS AND ASSIGNS.** Where the context of this easement allows or permits, the terms "Grantor" and "District" shall also include their successors, grantees and assigns.

7. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of a party in such format that is subject to recording of Public Record.

8. **INDEMNIFICATION.** This Easement is subject to the Grantor and the District's reciprocal indemnification and hold harmless of each other to the extent permitted by the Constitution of the State of Florida and Section 768.28, Florida Statutes, including their employees and representatives, from any and all claims and liabilities, including all attorney's fees and costs, that may result from the imposition of penalties, fines, injury (including death), to persons or property that occur or arise due to negligent acts or omissions by the party to this Easement that is responsible for the incident giving rise to said claim or liability.

9. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting and construction of this Easement and, accordingly, no Court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

10. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall run with the land and be governed by the laws of the State of Florida as now and hereafter in force. Further, venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

11. **EFFECTIVE DATE.** This Easement shall be effective as of the last day it is signed by both parties hereto.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the undersigned have signed and sealed this easement on the day and year hereinafter set forth.

Executed by Grantor, this _____ day of _____, 2009.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Grantor:

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

By: _____
John F. Koons, Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources Management

COMES NOW, District, by and through its undersigned officers and does hereby accept and consent to the terms and conditions of this Easement as of the ____ day of _____, 2009.

District:

ATTEST:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
an independent special district of the
State of Florida

By: _____
O'Neal Bardin, Jr., Secretary

By: _____
Deborah Diaz, President

(DISTRICT SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Deborah Diaz and O'Neal Bardin, Jr., the President and Secretary, respectively of NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, on behalf of the district, who are personally known to me or who have produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public
Commission Number: _____
My Commission Expires: _____

22

Exhibit "A"
to
Water Management Easement
"Easement Area"

LEGAL DESCRIPTION

A WATER MANAGEMENT EASEMENT IN A PORTION OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING 36.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST; THENCE SOUTH 01°41'34" WEST ALONG THE WEST LINE OF SAID SECTION 35 (BEARING BASE "GRID" NAD 1983, 1990 ADJUSTMENT), A DISTANCE OF 730.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°30'54" EAST ALONG THE CENTERLINE OF A 73 FOOT WATER MANAGEMENT EASEMENT AND A LINE 36.50 FEET SOUTH OF AND PARALLEL WITH A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 8964, PAGE 1896 PALM BEACH COUNTY PUBLIC RECORDS, A DISTANCE OF 25.00 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH

A WATER MANAGEMENT EASEMENT IN A PORTION OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTH 25.00 FEET OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST LESS THE EAST 90.00 FEET PER OFFICIAL RECORD BOOK 1043, PAGE 312.

EASEMENTS CONTAIN 132,163 SQUARE FEET.

THE SIDELINES OF SAID EASEMENT TO TERMINATE AT THE WEST LINE OF SAID SECTION LINE AND PERPENDICULAR AT THE POINT OF TERMINUS.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

N Howard

NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

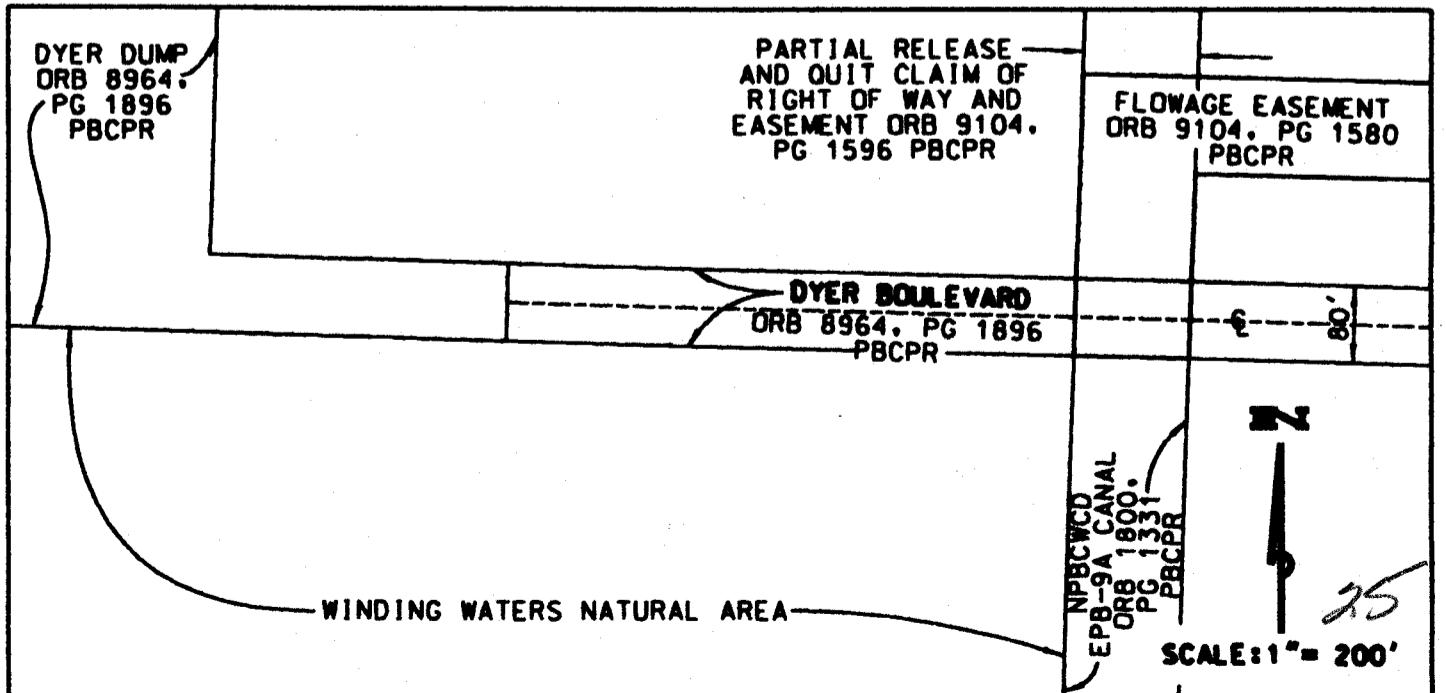
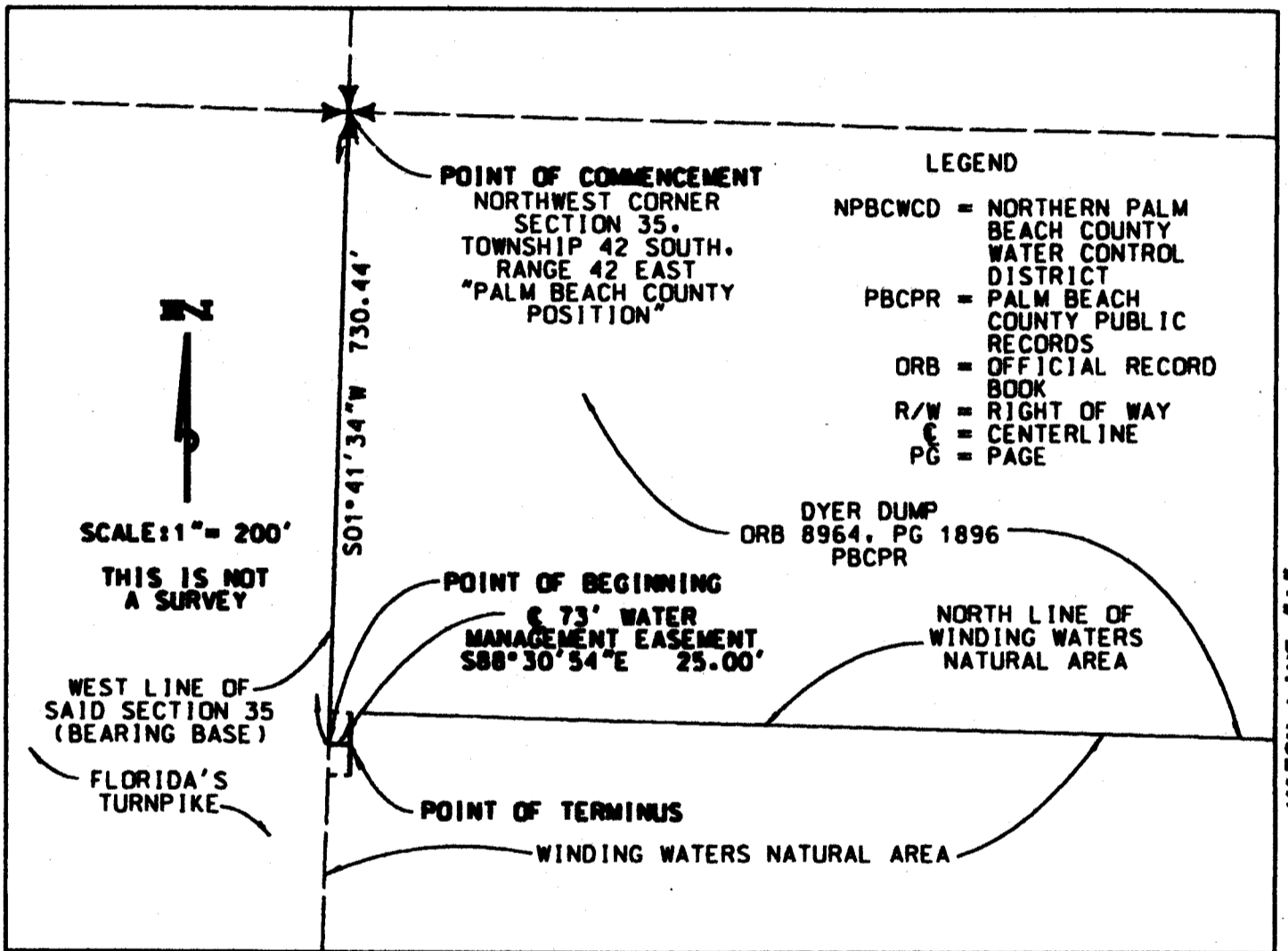
8-6-09

DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

24

PROJECT NO. 2009012-08 SHEET NO. 3 OF 1	PROJECT: WINDING WATERS NATURAL AREA WATER MANAGEMENT EASEMENTS		SCALE: 1" = 200' DRAWN BY: N.J.H. CHECKED BY: G.W.M. DATE: 03/04/08 FIELD BOOK NO.: N/A	REVISION 1 CORRECT S. DIM. W. 1/2 2 REVISE WIDTH PREM COMMENTS 3 REVISE LENGTH 4	BY DATE J. J. J. 10/20/08 J. J. J. 11/12/08 J. J. J. 11/12/08 J. J. J. 11/12/08 J. J. J. 11/12/08	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-09-2940.DGN	DRAWING NO. S-1-09-2940				



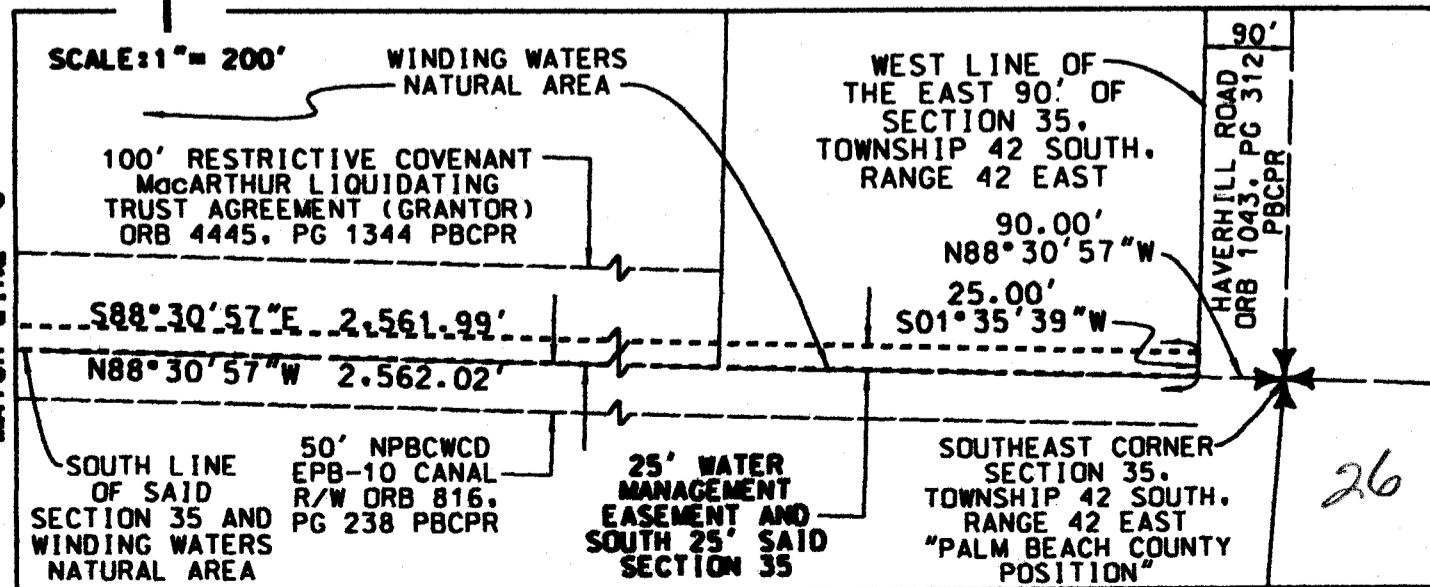
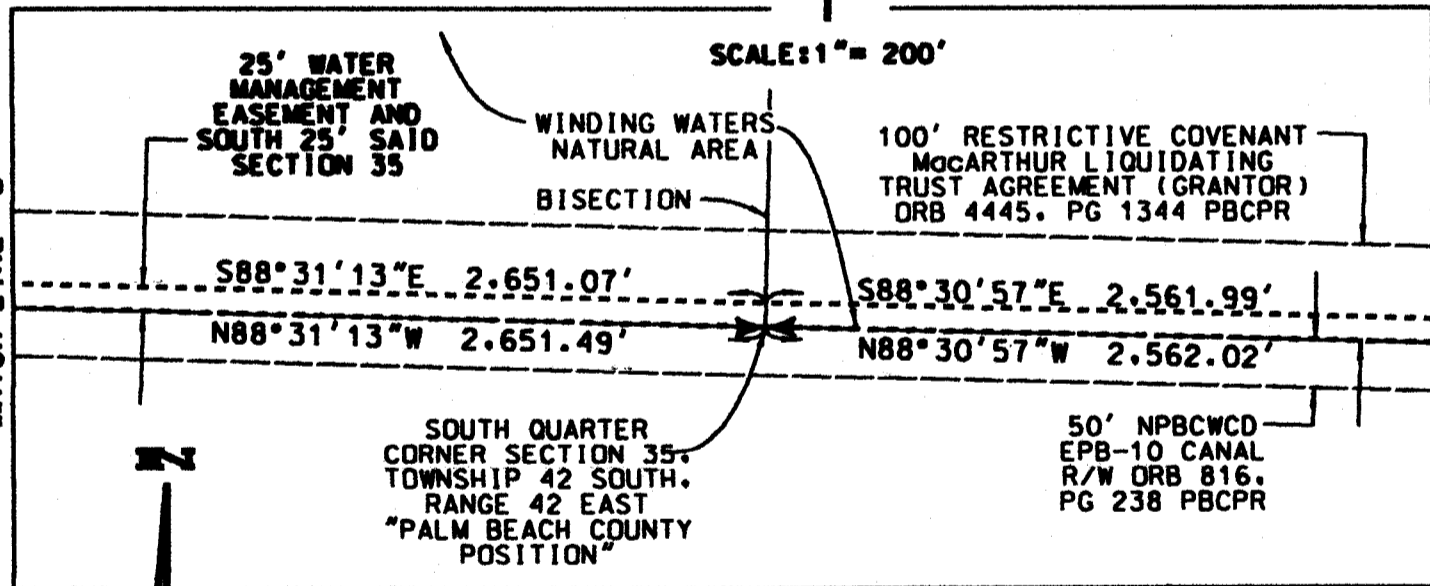
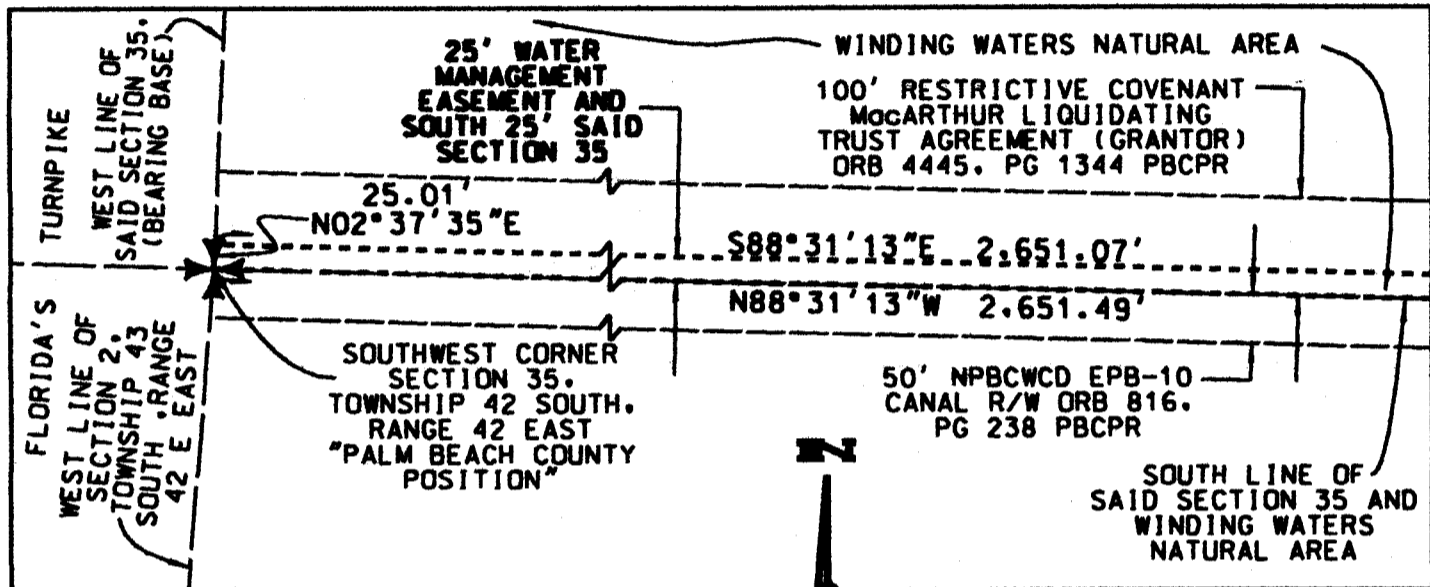


EXHIBIT "D"
TO
INTERLOCAL AGREEMENT
"FLOWAGE EASEMENT"

This Instrument Prepared by:
Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401-5006

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

Property Control Number: 74-42-42-35-00-000-1020

FLOWAGE EASEMENT
(Unit of Development No. 7)

THIS FLOWAGE EASEMENT, made this _____ day of _____, 2009, is granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as the "Grantor") of 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401-4791, to **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, (hereinafter referred to as the "Grantee"), of 359 Hiatt Drive, Palm Beach Gardens, Florida 33418-7106.

WITNESSETH:

WHEREAS, the Grantor is the record owner of an interconnected lake, canal and marsh system located in Palm Beach County, Florida, which system is hereinafter referred to as the "Grantor's Lake System"; and

WHEREAS, the Grantee is charged with the operation and maintenance of its Unit of Development No. 7 surface water drainage system, hereinafter referred to as the "Grantee's System"; and

WHEREAS, the Grantee's System is in need of legal positive flowage outfall through the Grantor's Lake System; and

WHEREAS, the Grantor is willing to permit the Grantee's System to flow through the hereinafter identified portions of the Grantor's Lake System.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantor and Grantee agree as follows:

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1. **EASEMENT.** The Grantor hereby grants to the Grantee a perpetual nonexclusive and uninterrupted Flowage Easement through the area described in attached **Exhibit "A"** (the "Flowage Easement Area") authorizing the free flowage and uninterrupted passage of water from the Grantee's System into and through the Flowage Easement Area, subject to such control structures as may be approved by the Grantee within the Flowage Easement Area.

In furtherance of the above, the Grantor does hereby agree: (a) that it will not modify the Grantor's Lake System in such a manner that would adversely affect the free and uninterrupted flow of water from the Grantee's System into and through the Flowage Easement Area portion of Grantor's Lake System, unless such modification is pre-approved in writing by the Grantee and (b) that the Grantee shall have the right, but not the obligation, to repair any deterioration, damage and/or washouts to and/or removal of such debris from the Grantor's Lake System to the extent reasonably necessary in order to allow the free flowage, and uninterrupted passage of water in, on, over, through and across the Flowage Easement Area.

2. **LIMITATION.** The grant of this Flowage Easement by the Grantor to the Grantee is limited solely to the free flowage and uninterrupted passage of surface water from the Grantee's System into and through the Flowage Easement Area portion of Grantor's Lake System and does not permit or authorize the Grantee to construct any improvements within the Grantor's Lake System.

3. **MAINTENANCE.** The Grantee does hereby agree that it shall be responsible for repairing any deterioration, damage, washouts and/or removal of debris from the Grantee's System, to the extent that said deterioration, damage, washouts or debris interferes with the free flow of water from the Grantee's System into the Flowage Easement Area and creates a dangerous condition therein.

4. **INDEMNIFICATION.** This Flowage Easement is subject to the Grantor and the Grantee's reciprocal indemnification and hold harmless of each other to the extent permitted by the Constitution of the State of Florida and Section 768.28, Florida Statutes, including their employees and representatives, from any and all claims and liabilities, including all attorney's fees and costs, that may result from the imposition of penalties, fines, injury (including death), to persons or property that occur or arise due to negligent acts or omissions by the party to this Flowage Easement that is responsible for the incident giving rise to said claim or liability.

5. **ASSIGNMENT.** The Grantee agrees that it shall not license, sell, assign or transfer any of its rights hereunder, either directly or indirectly, or the Flowage Easement without the prior written consent of Grantor and any attempt to do so shall be null and void. However, this prohibition shall not apply to an assignment or transfer to any other governmental entity if said governmental entity assumes the obligations of the Grantee as set forth herein.

6. **RELEASE OF FLOWAGE EASEMENT.** A material provision to the granting of this Flowage Easement is the agreement by and between the parties hereto that in the event the

Grantee (unless it has assigned the Flowage Easement as herein authorized) should subsequently determine that it no longer requires all or any portion of the Flowage Easement Area encumbered by the Flowage Easement to carry out its lawful duties, functions and responsibilities, then in such event such portion of the Flowage Easement Area encumbered by the Flowage Easement which is no longer required by the Grantee shall terminate and be released without the requirement for payment of any consideration for said release by or from the Grantor pursuant to the procedures set forth in the following paragraph.

The aforementioned reversion or release of the Flowage Easement, or rights or authorizations granted hereunder, or portions thereof, by the Grantee, shall not be effective until such time as the Grantee has received a written request from the Grantor for such a determination and the recording of a quit claim deed, release, termination or other appropriate document from the Grantee pertaining to the portion of the area encumbered by the Flowage Easement which is being released.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this Flowage Easement allows or permits, the terms "Grantor" and "Grantee" shall also include said party's licensees and agents, together with their successors and assigns.

8. **PARTIES BOUND BY AGREEMENT.** This Flowage Easement, including all easements, authorizations, warranties and conditions granted or agreed to herein, shall be binding upon and shall inure to the benefit of the Grantor and Grantee, together with their respective licensees, agents, successors and assigns.

9. **MODIFICATIONS.** Any modification of this Flowage Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

10. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Flowage Easement shall be exclusively in Palm Beach County, Florida.

11. **NOTICES.** Any notice provided for or concerning this Flowage Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this instrument or at any subsequent address for either of the parties or their successors and assigns.

12. **RECORDING.** This Flowage Easement shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument on the day and year hereinafter written.

Executed by Grantor, this _____ day of _____, 2009.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

Grantor:

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

By: _____
John F. Koons, Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources Management

COMES NOW, Grantee, by and through its undersigned authorized officers and does hereby accept and consent to the terms and conditions of this Easement as of this _____ day of _____, 2009.

Grantee:

Signed, sealed and delivered in the presence of: (Witnesses as to both)

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida

Witness Signature

By: _____
Deborah Diaz, President

Print Witness Name

ATTEST:

Witness Signature

By: _____
O'Neal Bardin, Jr., Secretary

Print Witness Name

(DISTRICT SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Deborah Diaz and O'Neal Bardin, Jr., the President and Secretary, respectively of NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, on behalf of the district, who are personally known to me or who have produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public
Commission Number: _____
My Commission Expires: _____

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Exhibit "A"
to
Flowage Easement
"Flowage Easement Area"

"EXHIBIT A"

LEGAL DESCRIPTION

A 120.00 FOOT FLOWAGE EASEMENT IN A PORTION OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING 60.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST; THENCE SOUTH 01°41'34" WEST ALONG THE WEST LINE OF SAID SECTION 35 (BEARING BASE "GRID" NAD 1983, 1990 ADJUSTMENT), A DISTANCE OF 753.94 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 120.00 FOOT FLOWAGE EASEMENT AND A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 8964, PAGE 1896 PALM BEACH COUNTY PUBLIC RECORDS; THENCE SOUTH 88°30'54" EAST ALONG THE CENTERLINE OF A 120.00 FOOT FLOWAGE EASEMENT AND A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 8964, PAGE 1896 PALM BEACH COUNTY PUBLIC RECORDS, A DISTANCE OF 2285.31 FEET:

- THENCE SOUTH 08°37'06" EAST, A DISTANCE OF 24.93 FEET;
- THENCE SOUTH 18°57'33" EAST, A DISTANCE OF 56.45 FEET;
- THENCE SOUTH 41°22'04" EAST, A DISTANCE OF 48.72 FEET;
- THENCE SOUTH 55°51'32" EAST, A DISTANCE OF 49.52 FEET;
- THENCE SOUTH 51°58'21" EAST, A DISTANCE OF 42.74 FEET;
- THENCE SOUTH 46°42'17" EAST, A DISTANCE OF 70.39 FEET;
- THENCE SOUTH 61°36'15" EAST, A DISTANCE OF 101.50 FEET;
- THENCE SOUTH 73°32'03" EAST, A DISTANCE OF 108.36 FEET;
- THENCE SOUTH 81°59'59" EAST, A DISTANCE OF 92.90 FEET;
- THENCE SOUTH 87°32'58" EAST, A DISTANCE OF 98.31 FEET;
- THENCE NORTH 77°40'52" EAST, A DISTANCE OF 353.46 FEET;
- THENCE SOUTH 78°15'06" EAST, A DISTANCE OF 200.41 FEET;
- THENCE NORTH 82°05'30" EAST, A DISTANCE OF 176.69 FEET;
- THENCE SOUTH 79°32'36" EAST, A DISTANCE OF 195.47 FEET;
- THENCE SOUTH 66°35'58" EAST, A DISTANCE OF 251.63 FEET;
- THENCE SOUTH 31°30'30" EAST, A DISTANCE OF 223.82 FEET;
- THENCE SOUTH 12°49'15" EAST, A DISTANCE OF 199.77 FEET;
- THENCE SOUTH 09°23'29" EAST, A DISTANCE OF 129.08 FEET;
- THENCE SOUTH 14°00'29" EAST, A DISTANCE OF 309.12 FEET;
- THENCE SOUTH 05°36'12" EAST, A DISTANCE OF 170.04 FEET;
- THENCE SOUTH 40°28'51" WEST, A DISTANCE OF 137.99 FEET;
- THENCE SOUTH 79°11'12" WEST, A DISTANCE OF 165.73 FEET;
- THENCE NORTH 64°13'12" WEST, A DISTANCE OF 242.68 FEET;
- THENCE NORTH 74°02'02" WEST, A DISTANCE OF 206.08 FEET;
- THENCE NORTH 75°34'21" WEST, A DISTANCE OF 361.17 FEET;
- THENCE SOUTH 76°01'59" WEST, A DISTANCE OF 114.10 FEET;
- THENCE SOUTH 60°24'46" WEST, A DISTANCE OF 118.15 FEET;
- THENCE SOUTH 55°25'09" WEST, A DISTANCE OF 141.15 FEET;
- THENCE SOUTH 36°53'21" WEST, A DISTANCE OF 65.02 FEET;
- THENCE SOUTH 31°06'19" WEST, A DISTANCE OF 64.54 FEET;
- THENCE SOUTH 18°13'48" WEST, A DISTANCE OF 84.28 FEET;
- THENCE SOUTH 06°08'09" WEST, A DISTANCE OF 124.88 FEET;
- THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 190.62 FEET;
- THENCE SOUTH 01°21'30" EAST, A DISTANCE OF 184.72 FEET;
- THENCE SOUTH 09°35'28" WEST, A DISTANCE OF 169.84 FEET;
- THENCE SOUTH 20°47'24" WEST, A DISTANCE OF 205.49 FEET;

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SHEET NO. 4
 PROJECT NO. 200912-08

WINDING WATERS NATURAL AREA 120' FLOWAGE EASEMENT	
DESIGN FILE NAME	DRAWING NO.
200912-08.DGN	S-1-09-2942

NO.	REVISION	BY	DATE
1	PREP COMMENTS		11/21/09
2	REMOVE 73' EASEMENT		11/26/09
DRAWN BY: N.A.H. CHECKED BY: N.A.H. DATE: 3/17/09 PROJECT NO.: N/A			

**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS**
ENGINEERING SERVICES
 3800 NORTH JOG ROAD
 WEST PALM BEACH, FL 33411

THENCE SOUTH 16°18'57" WEST. A DISTANCE OF 181.10 FEET;
 THENCE SOUTH 05°09'31" EAST. A DISTANCE OF 138.25 FEET;
 THENCE SOUTH 06°17'39" WEST. A DISTANCE OF 87.43 FEET;
 THENCE SOUTH 10°28'07" WEST. A DISTANCE OF 92.32 FEET;
 THENCE SOUTH 27°20'04" WEST. A DISTANCE OF 79.97 FEET;
 THENCE SOUTH 33°36'59" WEST. A DISTANCE OF 102.60 FEET;
 THENCE SOUTH 15°49'44" WEST. A DISTANCE OF 64.06 FEET;
 THENCE SOUTH 00°53'46" WEST. A DISTANCE OF 157.55 FEET;
 THENCE SOUTH 10°42'24" EAST. A DISTANCE OF 102.31 FEET;
 THENCE SOUTH 14°37'46" EAST. A DISTANCE OF 103.17 FEET;
 THENCE SOUTH 04°15'45" EAST. A DISTANCE OF 185.13 FEET;
 THENCE SOUTH 46°21'08" EAST. A DISTANCE OF 179.64 FEET;
 THENCE SOUTH 80°56'12" EAST. A DISTANCE OF 352.06 FEET;
 THENCE SOUTH 85°14'23" EAST. A DISTANCE OF 204.05 FEET;
 THENCE NORTH 90°00'00" EAST. A DISTANCE OF 254.18 FEET;
 THENCE NORTH 81°07'32" EAST. A DISTANCE OF 274.41 FEET;
 THENCE NORTH 83°29'05" EAST. A DISTANCE OF 298.47 FEET;
 THENCE NORTH 84°17'36" EAST. A DISTANCE OF 170.30 FEET;
 THENCE NORTH 87°11'35" EAST. A DISTANCE OF 155.06 FEET;
 THENCE SOUTH 72°07'59" EAST. A DISTANCE OF 108.17 FEET;
 THENCE SOUTH 58°45'15" EAST. A DISTANCE OF 108.77 FEET;
 THENCE SOUTH 32°12'50" EAST. A DISTANCE OF 105.91 FEET;
 THENCE SOUTH 06°31'28" WEST. A DISTANCE OF 116.92 FEET;
 THENCE SOUTH 45°01'12" WEST. A DISTANCE OF 184.72 FEET;
 THENCE SOUTH 19°49'25" WEST. A DISTANCE OF 46.73 FEET;
 THENCE SOUTH 00°00'00" EAST. A DISTANCE OF 301.74 FEET TO THE SOUTH
 LINE OF SAID SECTION 35 AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT TO TERMINATE AT THE WEST AND SOUTH
 LINE OF SAID SECTION LINE AND TO BE LENGTHENED OR SHORTENED TO FORM
 A 120.00 FOOT CONTINUOUS STRIP.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE
 OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH,
 FLORIDA, 33411.

N J Howard

NORMAN J. HOWARD, P.S.M.
 FLORIDA CERTIFICATE NO. 5776

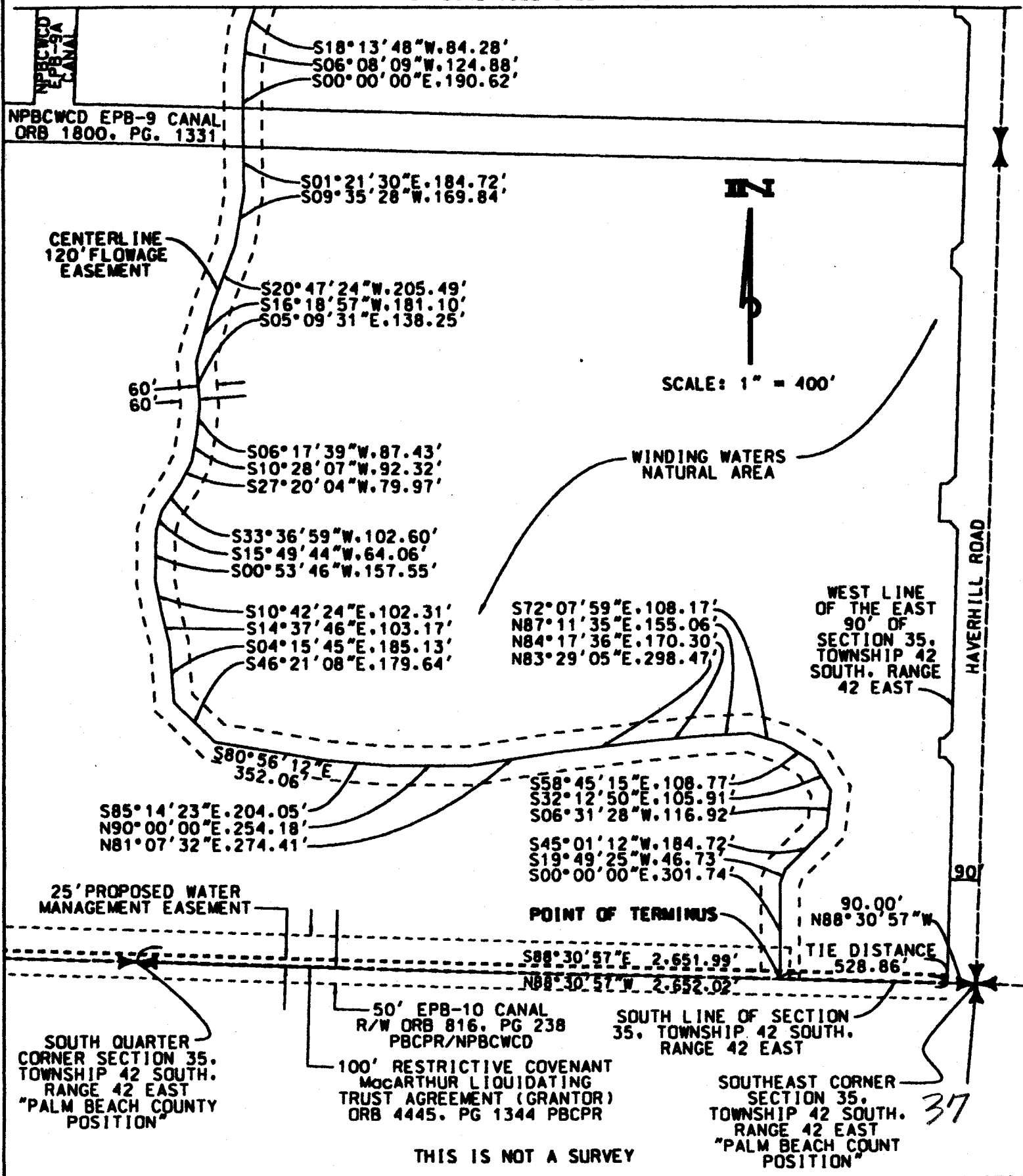
8-6-09

DATE

35

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.

MATCH LINE (SEE SHEET 3 OF 4)

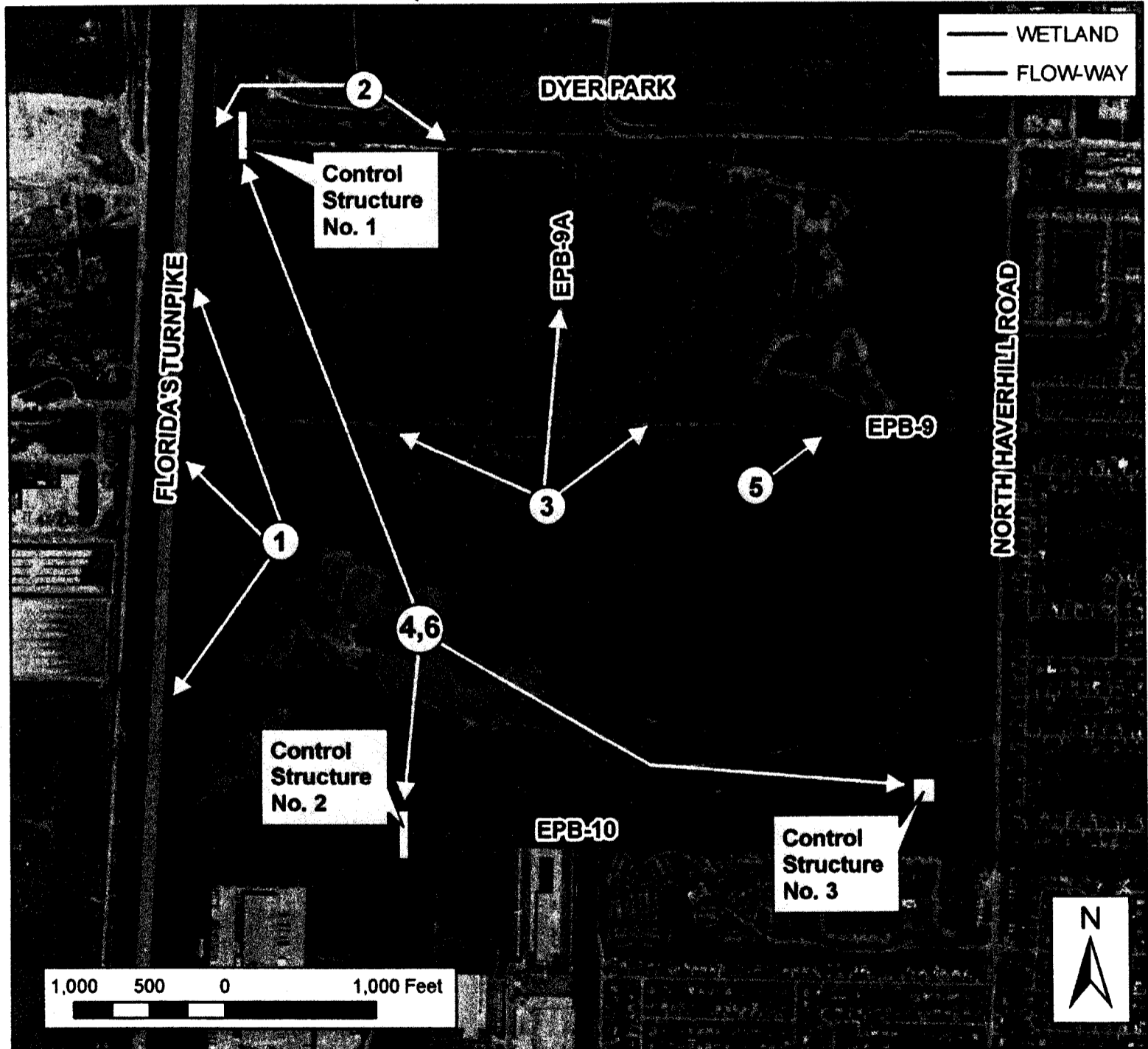


THIS IS NOT A SURVEY

EXHIBIT "E"
TO
INTERLOCAL AGREEMENT
"SEQUENCE OF CONSTRUCTION ACTIVITIES"

EXHIBIT "E"
TO
INTERLOCAL AGREEMENT

"SEQUENCE OF CONSTRUCTION ACTIVITIES"



WINDING WATERS NATURAL AREA -CONSTRUCTION SEQUENCE

- 1.) Remove plugs and enlarge existing Turnpike ditch where necessary, and construct connection to EPB-10 Canal.
- 2.) Enlarge existing NW Winding Waters ditch, and make connection to Turnpike ditch at NW corner of site*.
- 3.) Fill the western portion of the EPB-9 and EPB-9A Canals, and construct created wetland and flow-way
- 4.) Construct water control structures (CS) concurrently
- 5.) The eastern portion of the EPB-9 will function as emergency overflow until #4 is completed and then will be filled in.
- 6.) Completion and operational order of structures shall be CS 3, 1, and lastly 2.

* Note: Completion of Items 1 and 2 re-routes flows from EPB-9 and 9A to EPB-10 , allowing for filling portions of the EPB-9 and 9A.

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EXHIBIT "F"
TO
INTERLOCAL AGREEMENT
"STRUCTURES"

Control Structure No. 1 as designated on the Winding Waters Natural Area engineering plans produced for Palm Beach County will be located south of the Dyer Park property within the Northwest Winding Waters Canal on the Winding Waters Natural Area property approximately 10 feet east of the western property line. The structure will be a fixed concrete weir with aluminum sheet pile footing.

Control Structure No. 2 as designated on the Winding Waters Natural Area engineering plans produced for Palm Beach County will be located within the EPB-10 Canal Tract, recorded in Official Record Book 816 Pages 238 through 240 of the public records of Palm Beach County, Florida, upstream of all existing discharges into the EPB-10 Canal. The structure will be a fixed concrete weir with aluminum sheet pile footing and an operable aluminum sluice gate. The adjustable gate will have both manual and telemetric capabilities for function. The Remote Terminal Unit system will be designed to function within the Northern Palm Beach County Improvement District's telemetry systems. In addition, the structure will be fitted with lighting, a catwalk, fencing, gates and a stilling well.

EXHIBIT "G"
TO
INTERLOCAL AGREEMENT
"BILL OF SALE ABSOLUTE"

NAME OF PROJECT: Winding Waters Natural Area
Northern Palm Beach County Improvement District
Unit of Development No. 7
Bill of Sale - (Water Control Structure Improvements)

**BILL OF SALE ABSOLUTE
TO
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, that **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, with offices at 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401-4791, Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good and valuable consideration, paid by the **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered, and by these presents does grant, bargain, sell, convey, transfer and deliver unto the said Party of the Second Part, its successors and assigns, the following goods and chattels, located in the County of Palm Beach, and the State of Florida to wit:

(See attached Exhibit "A")

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its successors and assigns, forever.

And said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the First Part has good right to sell the same as aforesaid; and, that Party of the First Part will defend the sale of the said property, goods and chattels hereby made unto the said Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal this _____ day of _____, 2009.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

By: _____
O'Neal Bardin, Jr., Secretary

(DISTRICT SEAL)

Party of the First Part:

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

By: _____
John F. Koons, Chairman

APPROVED AS TO TERMS AND
CONDITIONS

By: Richard E. Walsby
Department Director

Party of the Second Part:

Accepted by NORTHERN PALM
BEACH COUNTY IMPROVEMENT
DISTRICT, an independent special
district of the State of Florida

By: _____
Deborah Diaz, President

Exhibit "A"
To
Bill of Sale Absolute

Control Structure No. 1 as designated on the Winding Waters Natural Area engineering plans produced for Palm Beach County will be located south of the Dyer Park property within the Northwest Winding Waters Canal on the Winding Waters Natural Area property approximately 10 feet east of the western property line. The structure will be a fixed concrete weir with aluminum sheet pile footing.

Control Structure No. 2 as designated on the Winding Waters Natural Area engineering plans produced for Palm Beach County will be located within the EPB-10 Canal Tract, recorded in Official Record Book 816 Pages 238 through 240 of the public records of Palm Beach County, Florida, upstream of all existing discharges into the EPB-10 Canal. The structure will be a fixed concrete weir with aluminum sheet pile footing and an operable aluminum sluice gate. The adjustable gate will have both manual and telemetric capabilities for function. The Remote Terminal Unit system will be designed to function within the Northern Palm Beach County Improvement District's telemetry systems. In addition, the structure will be fitted with lighting, a catwalk, fencing, gates and a stilling well.

EXHIBIT "H"
TO
INTERLOCAL AGREEMENT
"QUIT-CLAIM DEED"

This Instrument Prepared by:
Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401-5006

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

Property Control Number: 74-42-42-35-00-000-1020
No Consideration

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made this _____ day of _____, 2009, by **NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, whose street address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418-7106, (hereinafter referred to as "Grantor") to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose post office address is 301 North Olive Avenue, 6th Floor, West Palm Beach, Florida 33401-4791, (hereinafter referred to as the "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following real property (the "Real Property"), namely:

That Real Property described in **Exhibit "A"** which is attached hereto and made a part hereof.

SUBJECT TO easements, restrictions and reservations of record which are not reimposed by this reference.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee forever.

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

Grantor:

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT, an
independent special district of
the State of Florida

Signed, sealed and delivered
in the presence of:

(Witnesses as to both)

By: _____
Deborah Diaz, President

Witness Signature

Print Witness Name

ATTEST:

By: _____
O'Neal Bardin, Jr., Secretary

Witness Signature

Print Witness Name

(DISTRICT SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Deborah Diaz and O'Neal Bardin, Jr., well known to me to be the President and Secretary respectively of Northern Palm Beach County Improvement District, named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said District and that the seal affixed thereto is the true seal of said entity.

WITNESS my hand and official seal in the County and State aforesaid, this _____ day of _____, 2009.

(NOTARY SEAL)

Notary Public
Commission No: _____
My commission expires: _____

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Exhibit "A"
to
Quit-Claim Deed
"Real Property"

EPB-9 Canal

A parcel of land lying in Section 35, Township 42 South, Range 42 East, Palm Beach County, Florida, being 60 feet either side of the following described Centerline No. 1:

Beginning at the East Quarter corner of said Section 35; thence North 85° 20' 08" West, along the East-West Quarter Section line a distance of 5,257.66 feet to a point of intersection with the West Section line of said Section 35, said point being the Southwest corner of the Northwest Quarter of said Section 35, less easements and rights-of-way of record.

EPB-9A Canal

Together with a parcel of land lying in Section 35, Township 42 South, Range 42 East, Palm Beach County, Florida, being 60 feet either side of the following described Centerline No. 2:

Beginning at a point 350 feet Westerly on a bearing line of South 85° 20' 08" East, from the Southwest corner of the Northeast Quarter of said Section 35; thence North 05° 08' 34" East to the South line of a parcel of land described in Official Record Book 1682, Page 467, public records of Palm Beach County, Florida, less easements and rights-of-way of record.

**Approved and accepted by the Palm Beach County
Board of County Commissioners**

**on _____
Resolution Number R2009-_____**

County Attorney or Designee