

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 20, 2009

Consent **Regular**
 Workshop **Public Hearing**

Department:

Submitted By: Engineering and Public Works
Submitted For: Right-of-Way Acquisition Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A County Deed conveying to the Village of Royal Palm Beach (Village) a parcel of land known as the Persimmon Extension Pond.

SUMMARY: Approval of this action will convey to the Village a parcel of land being utilized as a drainage pond in accordance with the previously approved Interlocal Agreement.

District 6 (PK)

Background and Justification: On February 7, 2006, Palm Beach County (County) approved an Interlocal Agreement with the Village regarding the Persimmon Boulevard South Extension (SR7 Extension) from 110th Avenue North to Okeechobee Boulevard (Project). One of the County obligations was to convey to the Village the ownership and maintenance responsibility, liability and obligations of permit conditions for the Persimmon Extension Pond, except for littoral zone plantings, if any, which are the perpetual maintenance responsibility of the County, after construction is completed and accepted by the County. The County will retain a drainage easement over the pond parcel. The Project has now been completed and accepted by the County. The approval of this conveyance to the Village will satisfy this obligation of the Interlocal Agreement and is deemed to be in the best interest of the County.

Attachments:

- 1. Location Map
- 2. County Deed
- 3. Interlocal Agreement

Recommended by: _____

Division Director

Date

Approved by: _____

Sy T. Webb
County Engineer

County Engineer

9/29/09
Date

RETURN TO:
NAME: PALM BEACH COUNTY
R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: ED HANDY
ACCT. NO.: 1010 W/C BOX 1066

COUNTY DEED

THIS DEED, made this _____ by PALM BEACH COUNTY, a political subdivision of the State of Florida, party of the first part, and the VILLAGE of ROYAL PALM BEACH, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the parties of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the parties of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Property more particularly described in Exhibit "A" attached hereto and made a part hereof. Retaining a Drainage Easement in favor of Palm Beach County in accordance with that certain Interlocal Agreement dated February 7, 2006, (R2006-0165) over the property described in attached Exhibit "A".

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chair of said Board, the day and year aforesaid.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk (or Deputy Clerk)

BY: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
County Attorney

This instrument prepared by:
Paul King, Assistant County Attorney
Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33416

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by _____ Chairman or Vice Chair, Board of County Commissioners, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Typed name of Acknowledger
Deputy Clerk

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 52 OF THE PLAT OF LA MANCHA,
RECORDED IN PLAT BOOK 29, PAGE 165 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA;
THENCE ALONG THE BOUNDARY OF SAID PLAT, N89°21'31"W FOR 1296.35 FEET;
THENCE CONTINUE ALONG SAID PLAT BOUNDARY, N01°15'55"E FOR 1107.89 FEET TO A
NON-TANGENT CURVE, CONCAVE THE NORTHEAST, HAVING A RADIUS OF 804.00 FEET,
WHERE A RADIAL LINE BEARS N51°31'33"E;
THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 25°06'24" FOR 352.31 FEET TO A POINT OF TANGENCY;
THENCE S63°34'51"E FOR 1133.49 FEET TO THE NORTHERLY EXTENSION OF THE EAST
LINE OF SAID LOT 52;
THENCE ALONG SAID NORTHERLY EXTENSION, S02°09'40"W FOR 398.27 FEET TO THE
POINT OF BEGINNING.

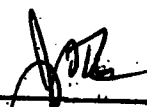
CONTAINING 21.40 ACRES, MORE OR LESS.

ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK
D.B.- DEED BOOK
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
ACCOMPANY EACH OTHER.

REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID
WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
MAPPER NOTED HEREON.



JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 9/21/05



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES

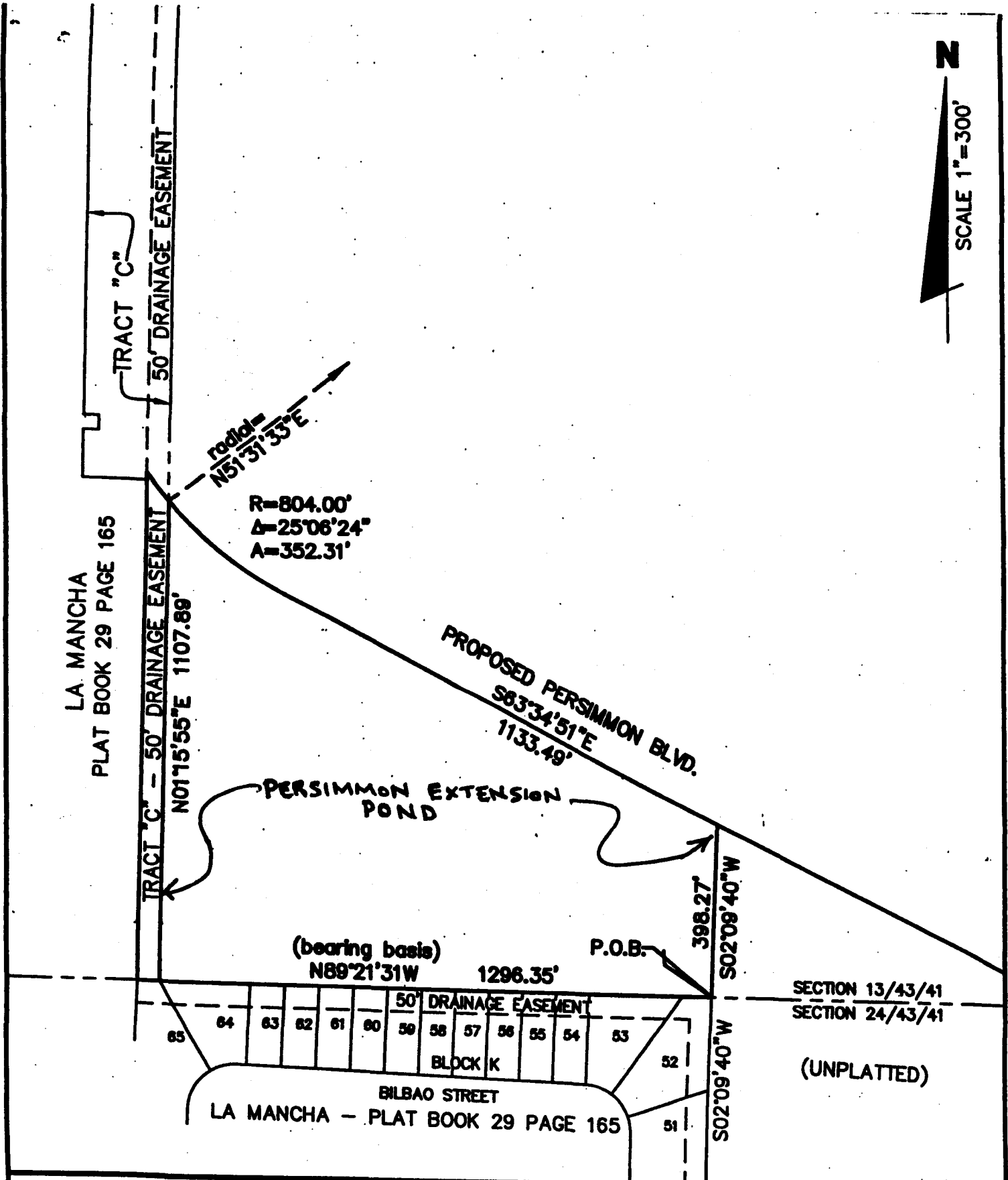
CERTIFICATE OF AUTHORIZATION # LB 6473
3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
(561) 615-3988, (561) 615-3986 FAX

PERSIMMON EXTENSION POND

LEGAL DESCRIPTION

DRAWN:	MOB	PROJ. No. 01-054
CHECKED:	JEP	SCALE: NONE
PERSIMMON BLVD. EXTENSION		DATE: 12/8/04
		SHEET 1 OF 2

Revision to Name Per Client Request 9/21/05



BROWN & PHILLIPS, INC.
PERSIMMON EXTENSION POND
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: MDB	PROJ. No. 01-054
CHECKED: JEP	SCALE: 1"=300'
PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
	SHEET 2 OF 2

INTERLOCAL AGREEMENT

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INTERLOCAL AGREEMENT

R2006-0165

THIS AGREEMENT is made this _____ day of FEB 07 2006 2005, between PALM BEACH COUNTY, a political subdivision in the State of Florida (herein referred to as "COUNTY") and the VILLAGE OF ROYAL PALM BEACH, a municipal corporation of the State of Florida (hereinafter referred to as "VILLAGE").

WITNESSETH:

WHEREAS, the COUNTY plans to construct the Persimmon Boulevard South Extension from 110th Avenue North to Okeechobee Boulevard (herein referred to as the "Persimmon Extension Project") with said design plans nearing completion; and

WHEREAS, a portion of the adopted alignment for the Persimmon Extension Project requires property owned by the VILLAGE [three (3) parcels with a total of 21.47 acres]; and

WHEREAS, the Persimmon Extension Project also requires drainage easements over property owned by the VILLAGE [two (2) parcels with a total of 22,687 square feet] for piping to positive outfall at two (2) locations into the VILLAGE canal system; and

WHEREAS, the Persimmon Extension Project proposes a wet detention area [one (1) parcel consisting of 21.40 acres] just south and east of Madrid Street (herein referred to as the "Persimmon Extension Pond"), and the VILLAGE desires ownership of the pond for a possible future park/overlook area; and

WHEREAS, the Persimmon Extension Project proposes a berm along the west side adjacent to the VILLAGE and the VILLAGE desires to further enhance the berm area so that the COUNTY will now cede its landscaping obligation to the VILLAGE, who plans to install landscaping and irrigation within the berm area and within the Persimmon Extension Pond (herein referred to as the "Persimmon Extension Landscaping"), and

WHEREAS, the COUNTY also plans to widen Okeechobee Boulevard from six (6) lanes to eight (8) lanes from the Royal Palm Beach High School to State Road 7 (herein referred to as the "Okeechobee Project"); and

WHEREAS, the VILLAGE has specific requests regarding the design/construction of the Okeechobee Project; and

INTERLOCAL AGREEMENT

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WHEREAS, the VILLAGE also plans to install landscaping and irrigation within the Okeechobee Project (herein referred to as the "Okeechobee Landscaping"), and

WHEREAS, the VILLAGE will be responsible for the perpetual maintenance of the Persimmon Extension Landscaping and the Okeechobee Landscaping (herein referred to as the "Improvements") and the Persimmon Extension Pond; except for littoral zone planting, if required, which shall be the responsibility of the COUNTY, and

WHEREAS, the COUNTY believes that these efforts by the VILLAGE serve a public purpose in the enhancement of the appearance of these thoroughfare roadways and wishes to support the VILLAGE efforts by providing monetary assistance; and

WHEREAS, the COUNTY and VILLAGE 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 governmental entities on a basis of mutual advantage.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1: RECITALS

- 1.1 The foregoing recitals are true, correct and are incorporated herein.

SECTION 2: COUNTY OBLIGATIONS

- 2.1 Regarding the Persimmon Extension Project, the COUNTY agrees to:
- 2.1A Construct the Persimmon Extension Project in substantial accordance with the plans as referenced by County Project #1998500, dated October 7, 2005, with construction commencing within five (5) years from the date of execution of this Agreement by both parties.
- 2.1B Construct the Persimmon Extension Pond and associated drainage improvements and remove all surplus materials from the site.
- 2.1C Sod the banks of the Persimmon Extension Pond and install and maintain littoral zone plantings if required, by the South Florida Water Management District or the County Department of Environmental Resource Management, or

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any other jurisdictional agency.

2.1D Deed to the VILLAGE the Persimmon Extension Pond (identified as Exhibit A) after construction is completed and accepted by the COUNTY. The COUNTY shall retain a drainage easement over the entire Persimmon Extension Pond parcel, giving the COUNTY the right, but not the obligation, to maintain same, except for the littoral zone plantings, if any, which are the perpetual maintenance obligation of the COUNTY.

2.1E Maintain all underground piping and drainage structures within the drainage easements required for the Persimmon Extension Project.

2.2 Regarding the Okeechobee Project, the COUNTY agrees to:

2.2A Construct a six (6) foot sidewalk on the north side and an eight (8) foot sidewalk on the south side.

2.2B Flatten out the roadside swales and use the swales for conveyance only and not for water quality nor water quantity purposes.

2.2C Construct irrigation sleeves for the median pervious areas.

2.2D Construct median curb and gutter from Wildcat Way to State Road 7.

2.2E Construct outside curb and gutter on both sides from Courtney Village (Sta. 47) to State Road 7 (Sta. 57).

2.2F Construct a median that is crowned with 2% slopes from Wildcat Way to State Road 7, except along any left turn lanes.

2.3 Pay the VILLAGE the sum of two hundred, sixty three thousand, eight hundred and 00/100 dollars (\$263,800.00), which represents the appraised value for the right-of-way and drainage easement properties required for the Persimmon Extension Project. This payment shall be made within forty five (45) days after this Agreement is executed.

2.4 The COUNTY agrees to provide to the VILLAGE reimbursement funding for documented costs in an amount not to exceed three hundred, eleven thousand, two hundred and 00/100 dollars (\$311,200.00) to assist in the funding of the Improvements.

2.5 The COUNTY agrees to provide the VILLAGE with additional funding in the amount of one hundred, twenty-five thousand and 00/100 dollars (\$125,000.00) for the

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VILLAGE'S ongoing maintenance of the Improvements upon the completion of the Improvements and for the ongoing maintenance of the Persimmon Extension Pond.

2.6 The COUNTY agrees to reimburse the VILLAGE the amount established in paragraph 2.4 for costs (materials and labor) associated with installation of the Improvements, upon the VILLAGE'S submission of acceptable documentation needed to substantiate their costs for the Improvements. The COUNTY also agrees to provide the VILLAGE with funding in the amount established in Subsection 2.5 above for their ongoing maintenance of the Improvements upon the VILLAGE'S completion of the Improvements. The COUNTY will use its best efforts to provide said funds to the VILLAGE on a reimbursement basis within forty-five (45) days of receipt of all information required in Subsection 3.7 below.

2.7 The COUNTY'S obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

2.8 The COUNTY expressly acknowledges and agrees that it shall not utilize the right-of-way and/or drainage parcels as specifically described on Exhibits B, C, D, E and F (which are to be deeded to the COUNTY by the VILLAGE in accordance with Subsection 3.1 below) for any purpose, whatsoever except for roadway and drainage purposes without the express written consent of the VILLAGE.

2.9 The COUNTY recognizes that it is an independent contractor, and not an agent or servant of the VILLAGE. In the event a claim or lawsuit is brought against the VILLAGE, its officers, employees, servants or agents, relating to any construction regarding the Persimmon Extension Project within the drainage easements owned by the VILLAGE or any item which is the responsibility of the COUNTY, the COUNTY hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless the VILLAGE, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of any construction improvements regarding the Persimmon Extension Project within the drainage easements located on land owned by the VILLAGE or the performance by the COUNTY as may relate to this Agreement.

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SECTION 3: VILLAGE OBLIGATIONS

3.1 VILLAGE shall deed to the COUNTY the right-of-way and drainage easement parcels (identified on Exhibits B, C, D, E & F) required for the Persimmon Extension Project in a form acceptable to the COUNTY. These properties shall be deeded within forty five (45) days after this Agreement is executed; however, if the Persimmon Extension Project is not timely commenced as specifically set forth in Subsection 2.1A above, the right-of-way and drainage parcels described on Exhibits B, C, D, E, and F shall revert back to the VILLAGE, if so requested, with repayment of the original sum as referenced in Subsection 2.3 above.

3.2 VILLAGE shall provide legal positive outfall for the Persimmon Extension Project into the VILLAGE canal system as currently permitted under South Florida Water Management District Permit No. 50-05422-P, issued April 13, 2005.

3.3 VILLAGE agrees to allow discharge for temporary dewatering operations into the VILLAGE canal system regarding the construction of the Persimmon Extension Pond and associated piping.

3.4 VILLAGE agrees to accept ownership and maintenance responsibility, liability, and obligations of permit conditions for the Persimmon Extension Pond, except for littoral zone plantings, if any, which are the perpetual maintenance responsibility of the COUNTY, after construction is completed and accepted by the COUNTY and after same is deeded to the VILLAGE.

3.5 VILLAGE agrees that new plantings or structures will not be installed which would obstruct COUNTY'S drainage easements granted herein. Any such violations shall be removed/relocated at the VILLAGE'S expense immediately upon COUNTY'S request.

3.6 The VILLAGE agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the Improvements, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the Improvements. The VILLAGE agrees to install the Improvements in substantial accordance with the plans and specifications as approved by the COUNTY. Otherwise, the COUNTY will have the

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final determination of the eligibility for reimbursement of any changes. Substantial variations from the submitted plans shall require prior written approval from the County Engineer's Office.

3.7 The VILLAGE will obtain or provide all labor and materials necessary for the installation of the Improvements. The COUNTY shall have the final determination of eligibility for reimbursement. The VILLAGE shall furnish the Manager, Streetscape Section, of the COUNTY'S Department of Engineering and Public Works with a request for payment supported by the following:

- a. A statement from the VILLAGE Manager (or his designee) that the Improvements have been inspected and were installed substantially in accordance with the permitted plans for the Improvements, and;
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "G" (pages 1 and 2) which are required for each and every reimbursement requested by the VILLAGE. Said information shall list each invoice payable by the VILLAGE and shall include the vendor invoice number, invoice date, and the amount payable by the VILLAGE. The VILLAGE shall attach a copy of each vendor invoice paid by the VILLAGE along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the Program Financial Officer for the VILLAGE shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the VILLAGE as indicated.

3.8 VILLAGE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Improvements for at least three (3) years after the completion of such Improvements. COUNTY shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.

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3.9 The VILLAGE agrees to be responsible for the perpetual maintenance of the Improvements following the installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional, or COUNTY agency which are required for the subsequent maintenance of the Improvements.

3.10 All installation of these Improvements shall be completed and final invoices submitted to the COUNTY no later than two years after construction of the Persimmon Extension Project and the Okeechobee Project are completed and accepted by the COUNTY and written notice thereof is provided to the VILLAGE. The COUNTY shall have no obligation to the VILLAGE or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.

3.11 The VILLAGE recognizes that it is an independent contractor, and not an agent or servant of the COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants or agents, relating to the Improvements and Persimmon Extension Pond or any item which is the responsibility of the VILLAGE, the VILLAGE hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless the COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the Improvements and Persimmon Extension Pond or the performance by the VILLAGE as may relate to this Agreement.

3.12 The VILLAGE shall, at all times during the term of this Agreement (the installation and existence of the Improvements and Persimmon Extension Pond), maintain in force its status as an insured municipal corporation.

3.13 As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the VILLAGE certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required

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by F.S. 287.133(3)(a).

3.14 The VILLAGE shall require each contractor engaged by the VILLAGE for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than one million and 00/100 dollars (\$1,000,000.00). The COUNTY shall be included in the coverage as an additional insured.
- c. A payment and performance bond for the total amount of the improvements in accordance with Florida Statute 255.05.

3.15 In the event that the Improvements have failed or deteriorated, and upon written notice from the COUNTY, the VILLAGE agrees to maintain/remove and/or replace said landscaping within thirty (30) days. In the event the VILLAGE fails to restore the landscaping to a condition acceptable to the County Engineer, the COUNTY may undertake such restoration and the VILLAGE shall be liable for the costs of such restoration.

3.16 The VILLAGE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract by the VILLAGE. In the event the VILLAGE elects to discontinue its maintenance obligation for the Improvements and Persimmon Extension Pond under this Agreement, it shall be the obligation of the VILLAGE to restore, if necessary, the area of the Improvements and Persimmon Extension Pond to a condition acceptable to the County Engineer, which shall be in accordance with Federal, State and COUNTY standards for road construction and/or maintenance. In the event the VILLAGE fails to restore the area of the Improvements and Persimmon Extension Pond to a condition acceptable to the County Engineer, the COUNTY may undertake such restoration and the VILLAGE shall be liable for the costs of such restoration.

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SECTION 4: MISCELLANEOUS

4.1 This Agreement shall take effect upon execution by both parties and after it is filed with the Palm Beach County Clerk of the Circuit Court in accordance with Florida Statutes, Section 163.01. The terms of this Agreement shall be perpetual, unless otherwise terminated as provided herein.

4.2 Each party agrees to abide by all laws, orders, rules and regulations which relate to or affect the procurement award of contracts, installation and maintenance of the Improvements, and the VILLAGE will comply with all applicable governmental landscaping codes in the maintenance and replacement of the Improvements.

4.3 The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party of the liability limits established in Section 768.28, Florida Statutes.

4.4 Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of, or relates in any manner to, the performance of this Agreement.

4.5 Each party's performance and obligations under this Agreement is contingent upon budgetary appropriation by its respective governing body for the purposes herein provided.

4.6 The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days' written notice before exercising any of its rights.

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

4.8 All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States mail, postage prepaid, to the following:

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As to the County: Steven B. Carrier, P.E., Five Year Road Program Manager
Roadway Production Division
160 Australian Avenue, Suite 503
West Palm Beach, FL 33406

With copies to: Marlene Everitt, Esquire
County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Manager, Streetscape Section
Palm Beach County Department of Engineering/Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

As to the Village: Village Manager & Village Engineer
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

4.9 Except as otherwise expressly herein provided, no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

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

4.11 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, as matter of judicial constraint, be construed more severely against one of the parties than the other.

4.12 In the event that 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.

4.13 This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral,

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relating to this Agreement.

4.14 Except as expressly hereinabove provided, neither the COUNTY nor the VILLAGE may assign this Agreement or any interest herein without the written consent of the other party. Such consent shall not be unreasonably withheld.

4.15 Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

4.16 Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver thereof, and, unless specifically otherwise provided in this Agreement, no waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted. Any waiver of any provision and instance to which it is related shall not be deemed to be a continuing or future waiver to such provision or as to any other provision.

4.17 All terms and words used in this Agreement, regardless of the number and gender used, shall be deemed to include any other gender or number the context or use thereof may require or permit.

4.18 Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of any provision hereof.

4.19 The exhibits referred to in and attached to this Agreement are hereby incorporated in full in this Agreement by reference.

4.20 No person or entity other than the parties hereto shall be entitled to the benefit of or have any right to enforce this Agreement as a third party beneficiary or otherwise.

4.21 The COUNTY and the VILLAGE agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age or handicap, be discriminated against in performance of the Agreement.

4.22 This Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the individuals signing below pursuant to the authority vested in them.

R2006-0165 FEB 07 2006

VILLAGE OF ROYAL PALM BEACH
A municipal corporation

PALM BEACH COUNTY, FLORIDA,
BY ITS
BOARD OF COUNTY COMMISSIONERS

By: David A. ...

By: Tony Mastrom
Tony Mastrom Chairman

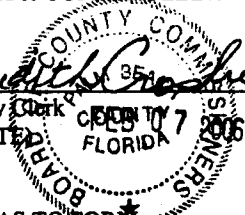
ATTEST:

By: Mary Anne Gould
VILLAGE CLERK

ATTEST:

By: Sharon R. Bock
SHARON R. BOCK,
CLERK & COMPTROLLER

By: 12/01/05
(DATE)

By: Judith ...
Deputy Clerk
(DATE)


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Breckley ...
VILLAGE ATTORNEY

By: Michael R. ...
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]

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PERSIMMON EXTENSION PROJECT
EXHIBIT "A"
PAGE 1 OF 2

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 43 SOUTH, RANGE 41 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

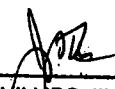
BEGIN AT THE NORTHEAST CORNER OF LOT 52 OF THE PLAT OF LA MANCHA,
RECORDED IN PLAT BOOK 29, PAGE 165 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA;
THENCE ALONG THE BOUNDARY OF SAID PLAT, N89°21'31"W FOR 1296.35 FEET;
THENCE CONTINUE ALONG SAID PLAT BOUNDARY, N01°15'55"E FOR 1107.89 FEET TO A
NON-TANGENT CURVE, CONCAVE THE NORTHEAST, HAVING A RADIUS OF 804.00 FEET,
WHERE A RADIAL LINE BEARS N51°31'33"E;
THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 25°08'24" FOR 352.31 FEET TO A POINT OF TANGENCY;
THENCE S83°34'51"E FOR 1133.49 FEET TO THE NORTHERLY EXTENSION OF THE EAST
LINE OF SAID LOT 52;
THENCE ALONG SAID NORTHERLY EXTENSION, S02°09'40"W FOR 398.27 FEET TO THE
POINT OF BEGINNING.

CONTAINING 21.40 ACRES, MORE OR LESS.


ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK
D.B.- DEED BOOK
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID
WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL
RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
MAPPER NOTED HEREON.



JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 9/21/05

 <p style="text-align: center;">BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417 (561) 615-3988, (561) 615-3986 FAX</p>	PERSIMMON EXTENSION POND	
	LEGAL DESCRIPTION	
	DRAWN: MDB	PROJ. No. 01-054
	CHECKED: JEP	SCALE: NONE
PERSIMMON BLVD. EXTENSION	DATE: 12/8/04	SHEET 1 OF 2

Revision to Name Per Client Request 9/21/05

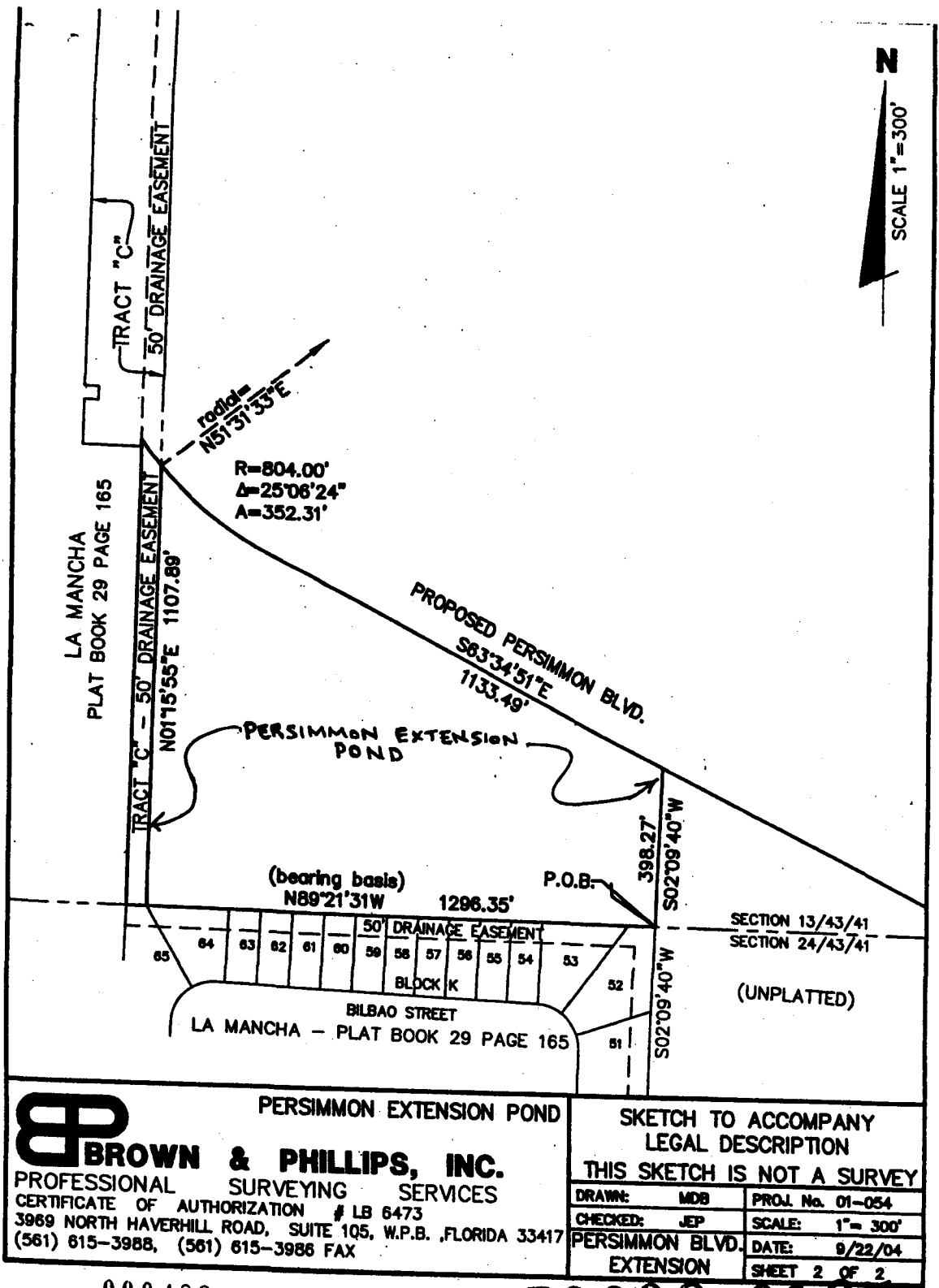
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INTERLOCAL AGREEMENT

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PERSIMMON EXTENSION PROJECT
EXHIBIT "A"
PAGE 2 OF 2



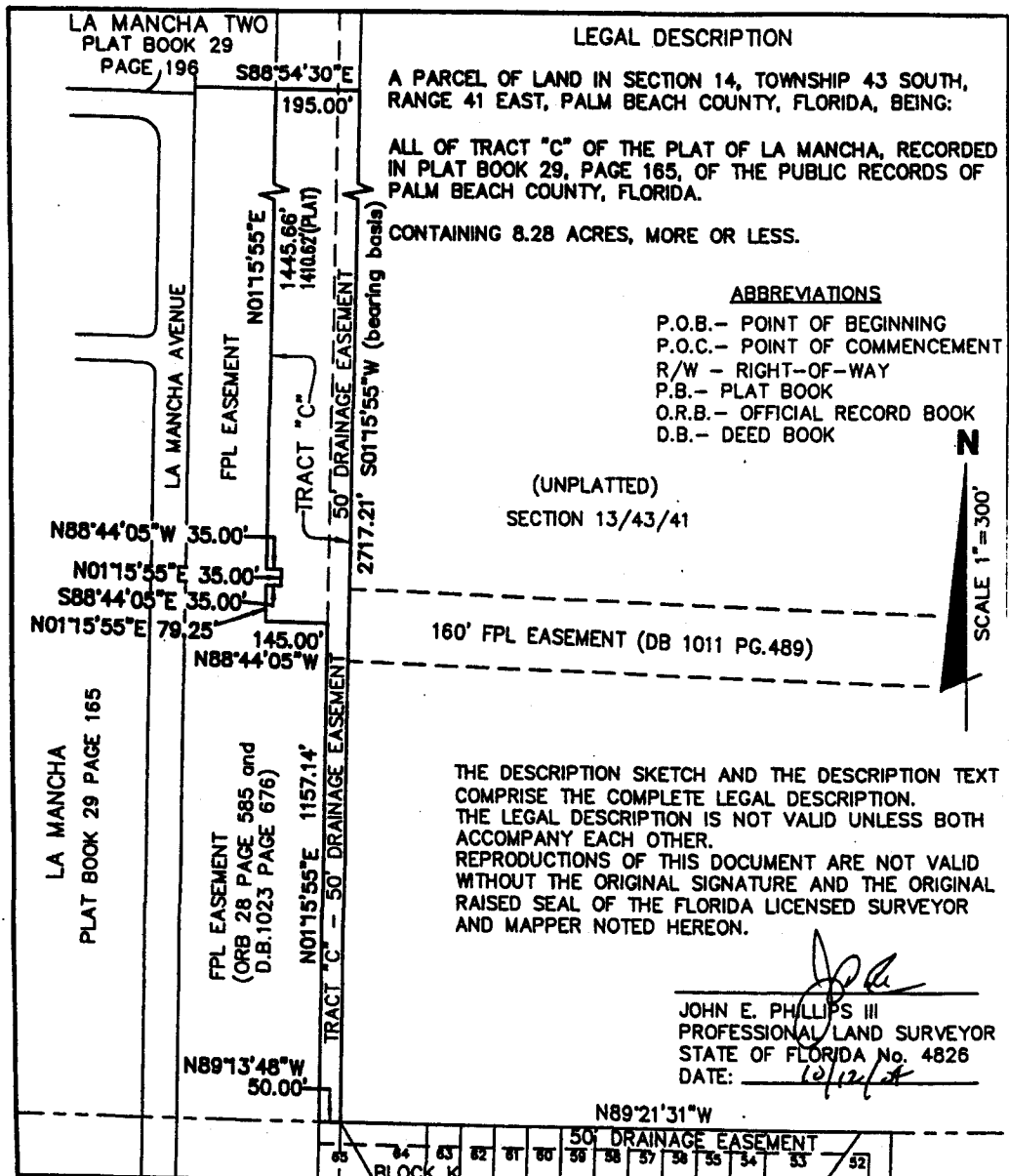
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INTERLOCAL AGREEMENT

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(Attachment 3)

PERSIMMON EXTENSION PROJECT
EXHIBIT "B"
PAGE 1 OF 1



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
(561) 615-3988, (561) 615-3986 FAX

PARCEL 3		LEGAL DESCRIPTION AND SKETCH	
THIS SKETCH IS NOT A SURVEY			
DRAWN: MDB	PROJ. No. 01-054		
CHECKED: JEP	SCALE: 1"=300'		
PERSIMMON BLVD. EXTENSION	DATE: 9/22/04		
	SHEET 1 OF 1		

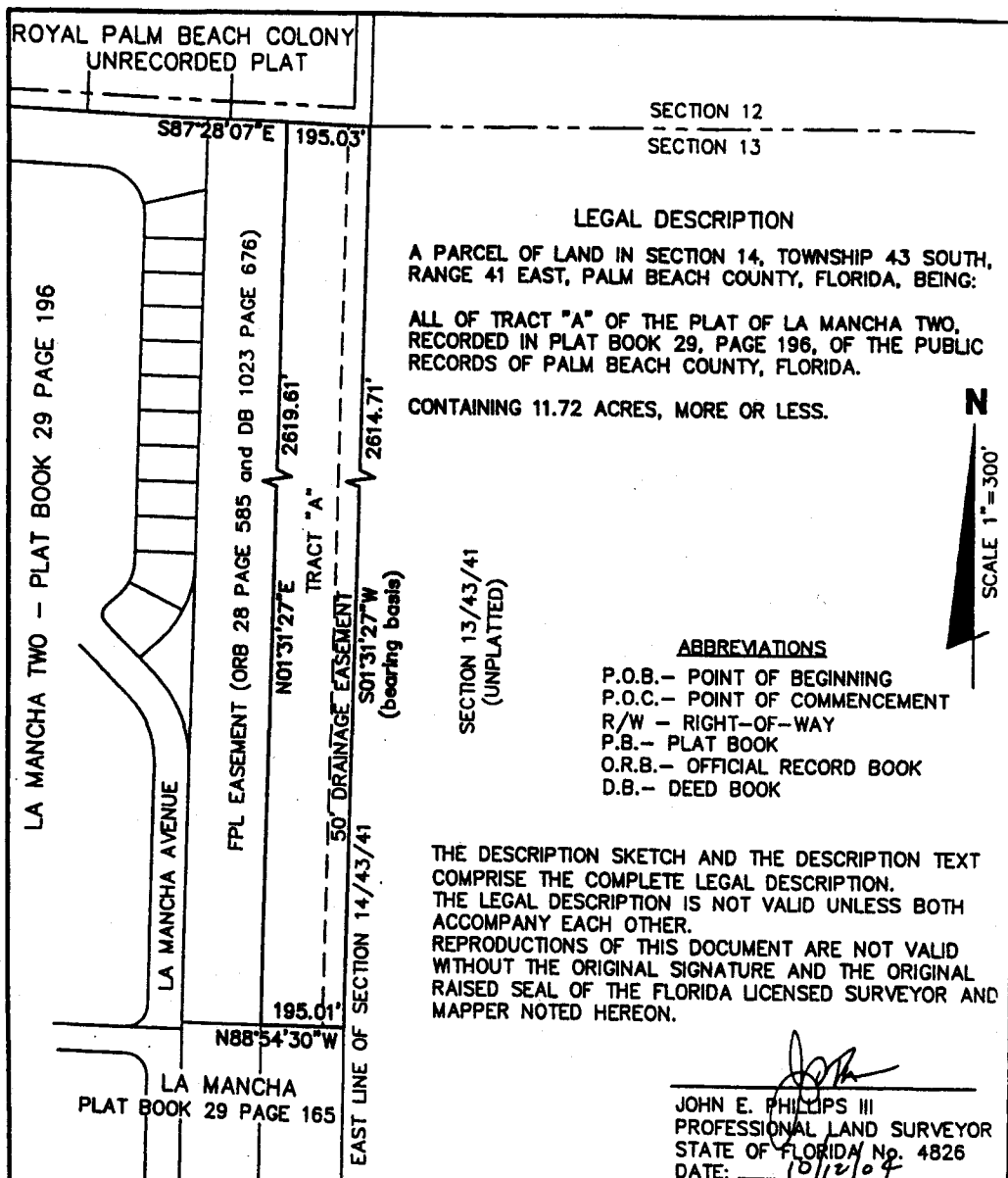
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R2006 0165²⁵

INTERLOCAL AGREEMENT

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(Attachment 3)

PERSIMMON EXTENSION PROJECT
EXHIBIT "C"
PAGE 1 OF 1



<p>BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B. FLORIDA 33417 (561) 615-3988, (561) 615-3986 FAX</p>	PARCEL 4	LEGAL DESCRIPTION AND SKETCH
	THIS SKETCH IS NOT A SURVEY	
	DRAWN: MDB	PRJL No. 01-054
CHECKED: JEP	PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
		SHEET 1 OF 1

000485

R2006 0165²⁶

INTERLOCAL AGREEMENT

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PERSIMMON EXTENSION PROJECT
EXHIBIT "D"
PAGE 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION THE PLATS OF LA MANCHA, AND LA MANCHA TWO, RECORDED IN PLAT BOOK 29, AT PAGES 165 AND 196, RESPECTIVELY, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF SAID PLAT OF LA MANCHA TWO, BOUNDED ON THE EAST BY THE WEST LINE OF TRACT "A" OF SAID PLAT; BOUNDED ON THE WEST BY A LINE LYING 15.00 FEET WEST OF, AND PARALLEL WITH, THE SAID WEST LINE OF TRACT "A"; BOUNDED ON THE NORTH BY THE NORTH BOUNDARY OF SAID PLAT; AND BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID PLAT;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF SAID PLAT OF LA MANCHA:

BEGIN AT THE NORTHWEST CORNER OF TRACT "C" OF SAID PLAT; THENCE ALONG THE WEST BOUNDARY OF SAID TRACT "C" FOR THE FOLLOWING COURSES:

THENCE S01°15'55"W FOR 1445.86 FEET TO AN FPL EASEMENT RECORDED IN OFFICIAL RECORD BOOK 678, PAGE 94, AS SHOWN ON SAID PLAT;
THENCE S88°44'05"E FOR 35.00 FEET;
THENCE S01°15'55"W FOR 35.00 FEET;
THENCE N88°44'05"W FOR 35.00 FEET;
THENCE S01°15'55"W FOR 79.25 FEET;


THENCE DEPARTING SAID BOUNDARY, N88°44'05"W FOR 15.00 FEET;
THENCE N01°15'55"E FOR 1559.86 FEET TO THE NORTH BOUNDARY OF SAID PLAT;
THENCE ALONG SAID NORTH BOUNDARY, S88°54'30"E FOR 15.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 1.47 ACRES, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK
D.B.- DEED BOOK


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 10/12/04

 BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417 (561) 615-3988, (561) 615-3986 FAX	PARCEL 10	LEGAL DESCRIPTION						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">DRAWN: MOB</td> <td style="width: 30%;">PROJ. No. 01-054</td> </tr> <tr> <td>CHECKED: JEP</td> <td>SCALE:</td> </tr> <tr> <td>PERSIMMON BLVD. EXTENSION</td> <td>DATE: 9/22/04</td> </tr> <tr> <td></td> <td>SHEET 1 OF 2</td> </tr> </table>	DRAWN: MOB	PROJ. No. 01-054	CHECKED: JEP	SCALE:	PERSIMMON BLVD. EXTENSION	DATE: 9/22/04	
DRAWN: MOB	PROJ. No. 01-054							
CHECKED: JEP	SCALE:							
PERSIMMON BLVD. EXTENSION	DATE: 9/22/04							
	SHEET 1 OF 2							

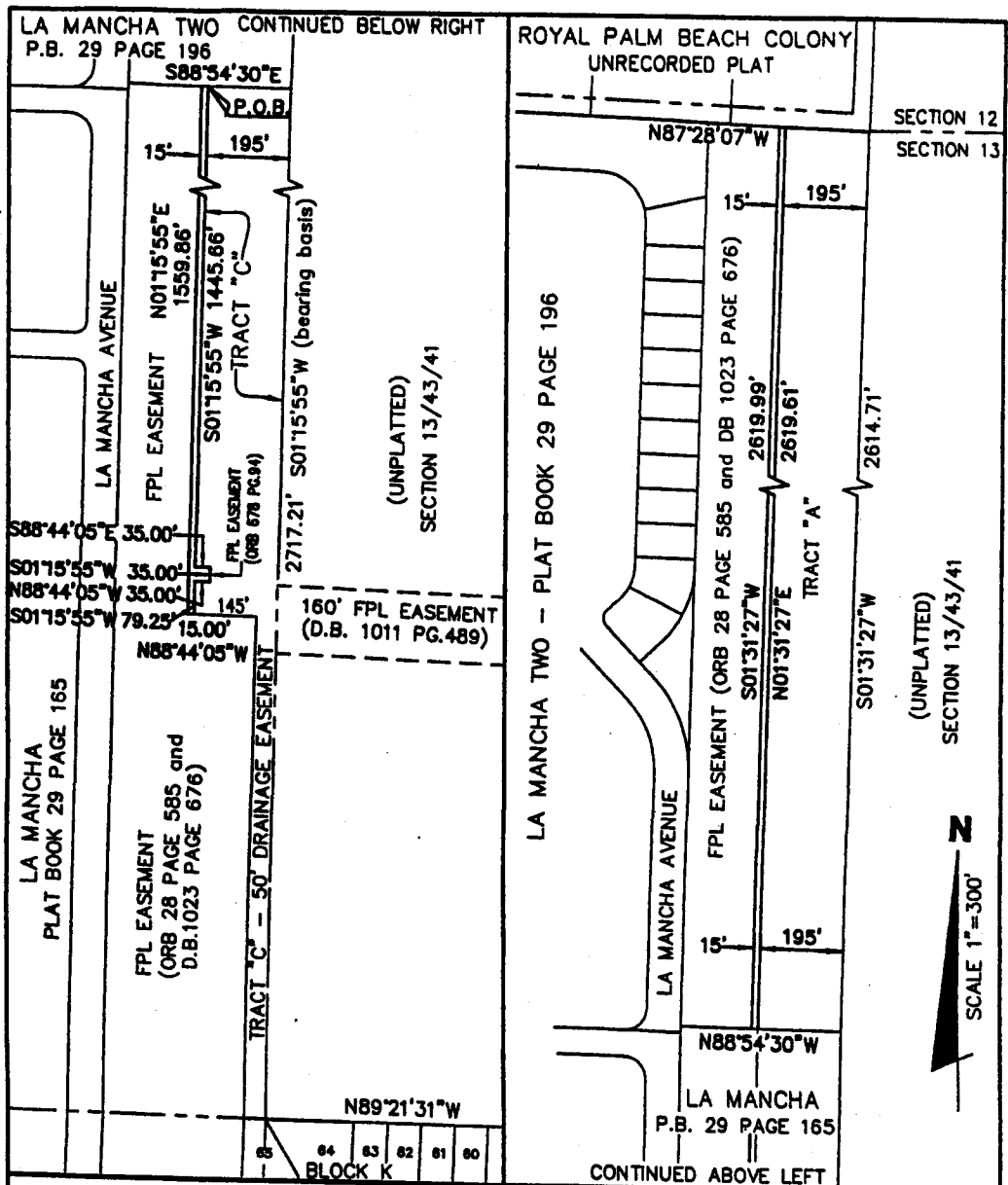
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R2006 0165

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(Attachment 3)

PERSIMMON EXTENSION PROJECT
EXHIBIT "D"
PAGE 2 OF 2



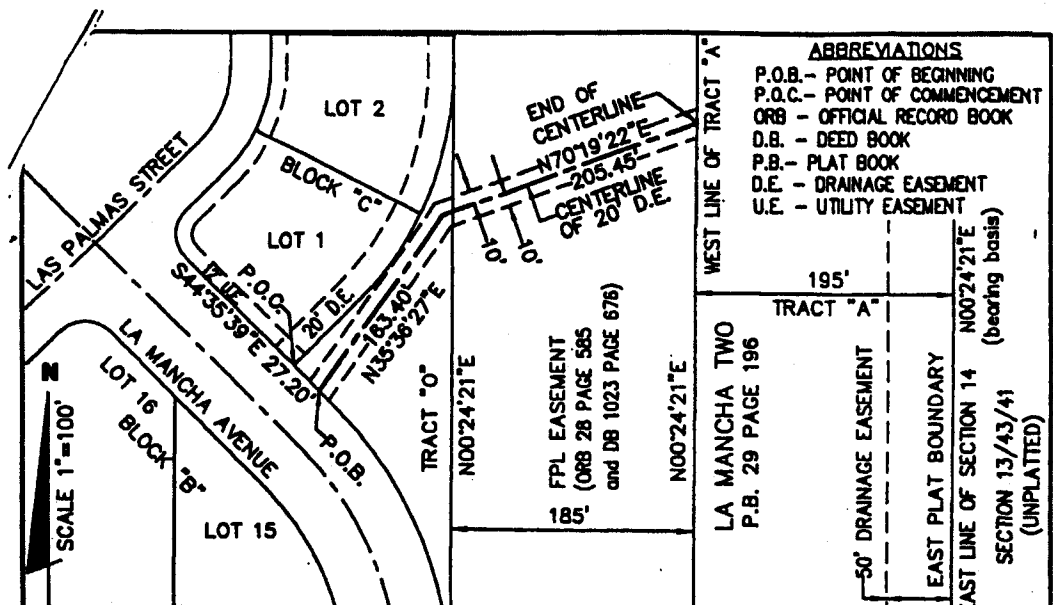
BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417 (561) 615-3988, (561) 815-3986 FAX	PARCEL 10	LEGAL DESCRIPTION SKETCH TO ACCOMPANY THIS SKETCH IS NOT A SURVEY	
	BLOCK K	DRAWN: MOB	PROJ. No. 01-034
	N89°21'31"W	CHECKED: JEP	SCALE: 1" = 300'
	N88°54'30"W	PERSIMMON BLVD. EXTENSION	DATE: 9/22/04
	N88°44'05"W	CONTINUED ABOVE LEFT	SHEET 2 OF 2

000487

INTERLOCAL AGREEMENT

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PERSIMMON EXTENSION PROJECT
EXHIBIT "E"
PAGE 1 OF 1



A DRAINAGE EASEMENT IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 41 EAST, VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, LYING IN THE PLAT OF LA MANCHA TWO, RECORDED IN PLAT BOOK 29, PAGE 196, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 20.00 FEET IN WIDTH, AND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCE AT THE SOUTH CORNER OF LOT 1, BLOCK "C" OF SAID PLAT;
 THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF LA MANCHA AVENUE, S44°35'39"E FOR 27.20 FEET TO THE POINT OF BEGINNING;
 THENCE N35°36'27"E FOR 163.40 FEET; THENCE N70°19'22"E FOR 205.45 FEET TO THE WEST LINE OF TRACT "A" OF SAID PLAT AND THE END OF SAID CENTERLINE.

IT IS INTENDED FOR THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED, OR SHORTENED, AS NECESSARY, TO EXTEND THE EASEMENT FROM THE SAID NORTHERLY RIGHT-OF-WAY OF LA MANCHA AVENUE TO THE WEST LINE OF SAID TRACT "A".

CONTAINING 7377 SQUARE FEET, MORE OR LESS.
 BEARING BASIS: N00°24'21"E ALONG THE EAST BOUNDARY OF THE PLAT OF LA MANCHA TWO.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

[Signature]
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 2/3/05

BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES <small>CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PARKWAY, SUITE 305, W.PALM BEACH, FL 33407 (561) 615-3988, (561) 615-3986 FAX</small>	DRAINAGE EASEMENT	LEGAL DESCRIPTION AND SKETCH
	THIS SKETCH IS NOT A SURVEY	
	DRAWN: MDS	PROJ. No. 01-084
	CHECKED: JEP	SCALE: 1"=100'
PERSIMMON BLVD. EXTENSION	DATE: 2/2/05	SHEET 1 OF 1

INTERLOCAL AGREEMENT

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PERSIMMON EXTENSION PROJECT
EXHIBIT "F"
PAGE 1 OF 2

AN EASEMENT IN SECTIONS 14 AND 23, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN THE PLAT OF LA MANCHA, RECORDED IN PLAT BOOK 29, PAGE 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGIN AT THE NORTHWEST CORNER OF LOT 65, BLOCK K, OF SAID PLAT;
THENCE ALONG THE WEST LINE SAID LOT 65, AND ITS SOUTHERLY EXTENSION ALONG THE WEST LINE OF LOTS 66-68 OF SAID BLOCK K, AND ALONG THE WEST LINE OF LOT 56, OF BLOCK J OF SAID PLAT, S01°10'41"W FOR 703.67 FEET TO THE WATERWAY AS SHOWN ON SAID PLAT;
THENCE ALONG THE NORTH LINE OF SAID WATERWAY, N88°49'19"W FOR 20.00 FEET;
THENCE N01°10'41"E FOR 703.49 FEET;
THENCE N00°08'49"E FOR 61.82 FEET;
THENCE S89°51'11"E FOR 20.00 FEET;
THENCE S00°08'49"W FOR 62.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 15,310 SQUARE FEET, MORE OR LESS.

ABBREVIATIONS

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- O.R.B.- OFFICIAL RECORD BOOK
- D.B.- DEED BOOK
- R - RADIUS
- Δ - CENTRAL ANGLE
- A - ARC LENGTH

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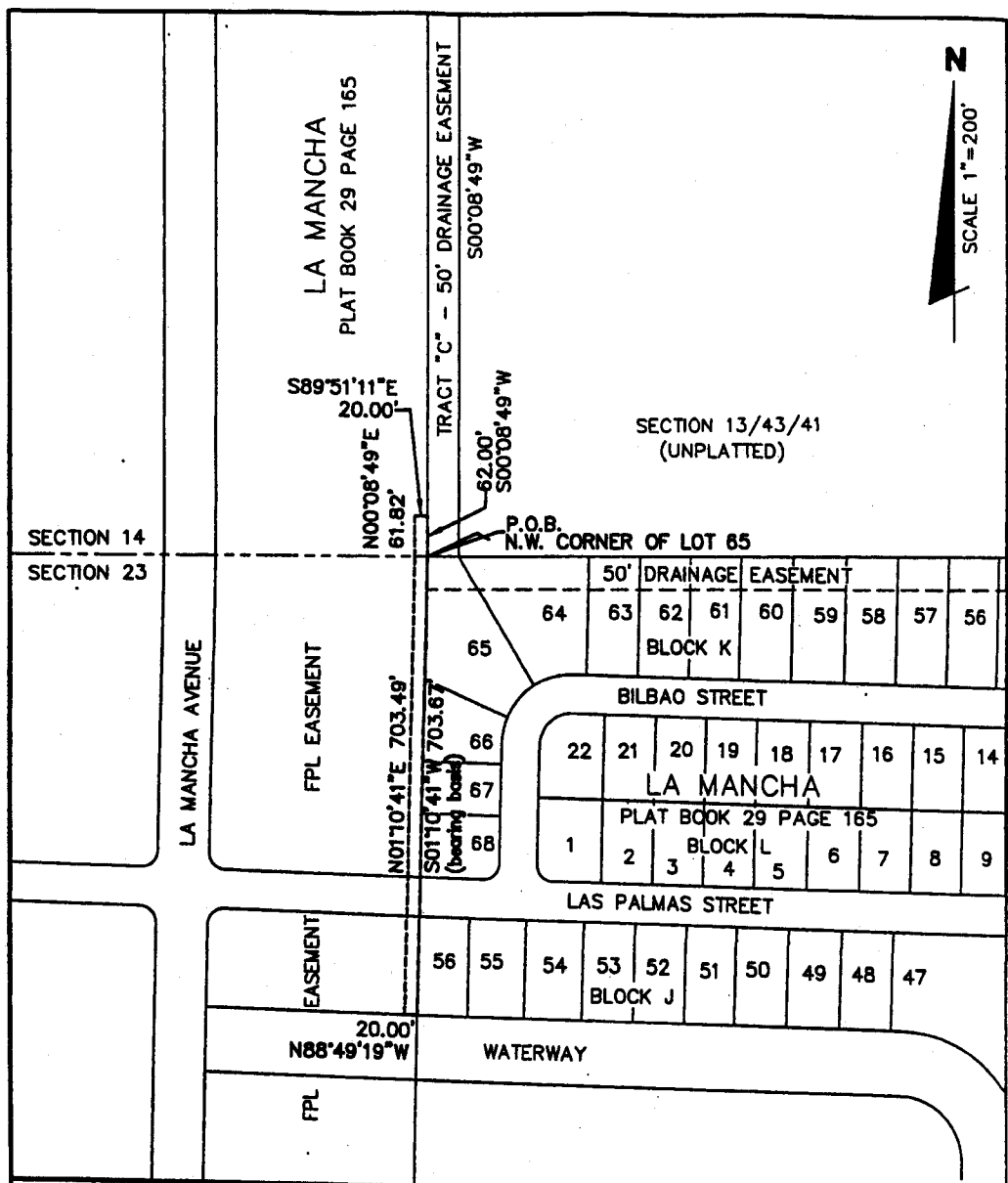

 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 4/11/05

 <p align="right">D.E.#2</p> <p>BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407 (561) 615-3988, (561) 615-3986 FAX</p>	DRAINAGE EASEMENT LEGAL DESCRIPTION	
	DRAWN: MDB CHECKED: JEP PERSIMMON BLVD. EXTENSION	PROJ. No. 01-054 SCALE: NONE DATE: 4/11/05 SHEET 1 OF 2

INTERLOCAL AGREEMENT

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(Attachment 3)

PERSIMMON EXTENSION PROJECT
EXHIBIT "F"
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BROWN & PHILLIPS, INC. PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407 (561) 615-3988, (561) 615-3988 FAX	DRAINAGE EASEMENT D.E.#2	SKETCH TO ACCOMPANY LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY
	DRAWN: MOB	PROJ. No. 01-084
	CHECKED: JEP	SCALE: 1" = 200'
	PERSIMMON BLVD. EXTENSION	DATE: 4/11/05 SHEET 2 OF 2

INTERLOCAL AGREEMENT

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(Attachment 3)

EXHIBIT "G"
PAGE 1 OF 2

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

(Project)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	_____	_____	_____

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____
Reviewed and Approved by:	
	_____ PBC Project Administrator/Date
	_____ Assistant County Engineer or Fiscal Manager/Date

