

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

34-6

Meeting Date:	April 6, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a First Amendment to Agreement for Purchase and Sale (R2009-2133) with Midway Foundation, Inc. (Midway), a Florida corporation, to acquire a 2.53 acre parcel of vacant land in the City of Pahokee (City) for \$134,090; and

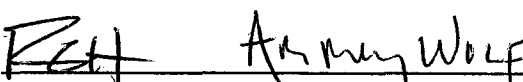
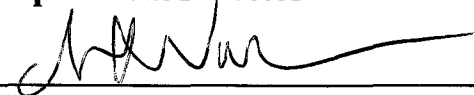
B) a Restated Memorandum of Agreement to be recorded in the public records to provide a termination date for post closing obligations.

Summary: On December 15, 2009, the County entered into an agreement to purchase a 2.53 acre parcel of vacant land located on S. Lake Avenue in Pahokee for the construction of Fire Rescue Station No. 72 which will replace the fire station currently being leased from the City. The Agreement for Purchase and Sale (Agreement) requires Midway to grant a drainage and utility easement to the County across a portion of Midway's adjacent property either at closing or post closing, if needed. The form of the easements were attached to the Agreement. Midway refused to close unless the County agreed to revise the easements to delete certain access language contained in the easement agreements and agreed to decide by May 1, 2011, whether such easements will be required. Staff has no objection to Midway's request to remove the easement language that allows access across their property. Access to the easement area can be obtained from the existing right-of-ways. This First Amendment provides for: (i) modification of the drainage and utility easements by deleting the language granting to County a non-exclusive access easement over and upon Midway's adjoining property; (ii) adding a May 1, 2011 deadline for a decision on the easements; (iii) replacement of the Memorandum of Agreement reflecting the revised terms; and (iv) extending the closing date to April 15, 2010. **(PREM) District 6 (HJF)**

Background and Justification: On September 12, 2006, the County entered into an Interlocal Agreement (R2006-1977) with the City for fire protection and emergency medical services, and a ten (10) year Lease Agreement (R2006-1978) for use of the City's fire station. In order to provide better service to the Pahokee area, the Fire Rescue Department has determined a fire rescue station at this location is necessary to maintain response times within acceptable limits. In December 2009, the Board approved an Agreement with Midway for the acquisition of 2.53 acres of land for the construction of Fire Rescue Station No. 72 in Pahokee. Closing was scheduled to take place no later than March 15, 2010; however, Midway has raised an objection to language contained in the easement documents whereby Midway is required to grant County a non-exclusive limited access over Midway's adjoining property for the purpose of giving County access to the Easement Premises, and has refused to close. Midway's position is the County should have access to the Easement Premises over a portion of their adjoining property, rather than over the entire property as currently drafted. Although Staff disagrees that there are any issues with the easement documents as approved by the Board, in order to move forward with closing, Staff has no objection to modifying the easements to remove the language requested by Midway. The modification to the easement documents will allow the County to close on the property and will avoid pursuing the default remedies afforded to County under the Agreement.

Attachments:

1. Location Map
2. First Amendment to Agreement for Purchase and Sale
3. Restated Memorandum of Agreement

Recommended By:		<u>3/26/10</u>
	Department Director	Date
Approved By:		<u>3/29/10</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

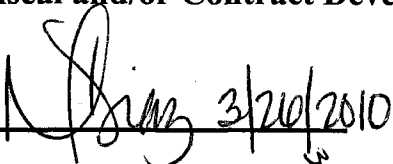
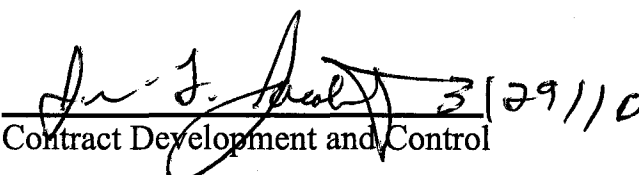
B. Recommended Sources of Funds/Summary of Fiscal Impact:

~~X~~ No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ OFMB	 3/20/2010 3/24/10	 3/29/10 Contract Development and Control
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This amendment complies with our review requirements.

B. Legal Sufficiency:


 3/29/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

R36
PP

No. Cont. map

R37
00

10

12

7

142

Lake Overstages

11

13

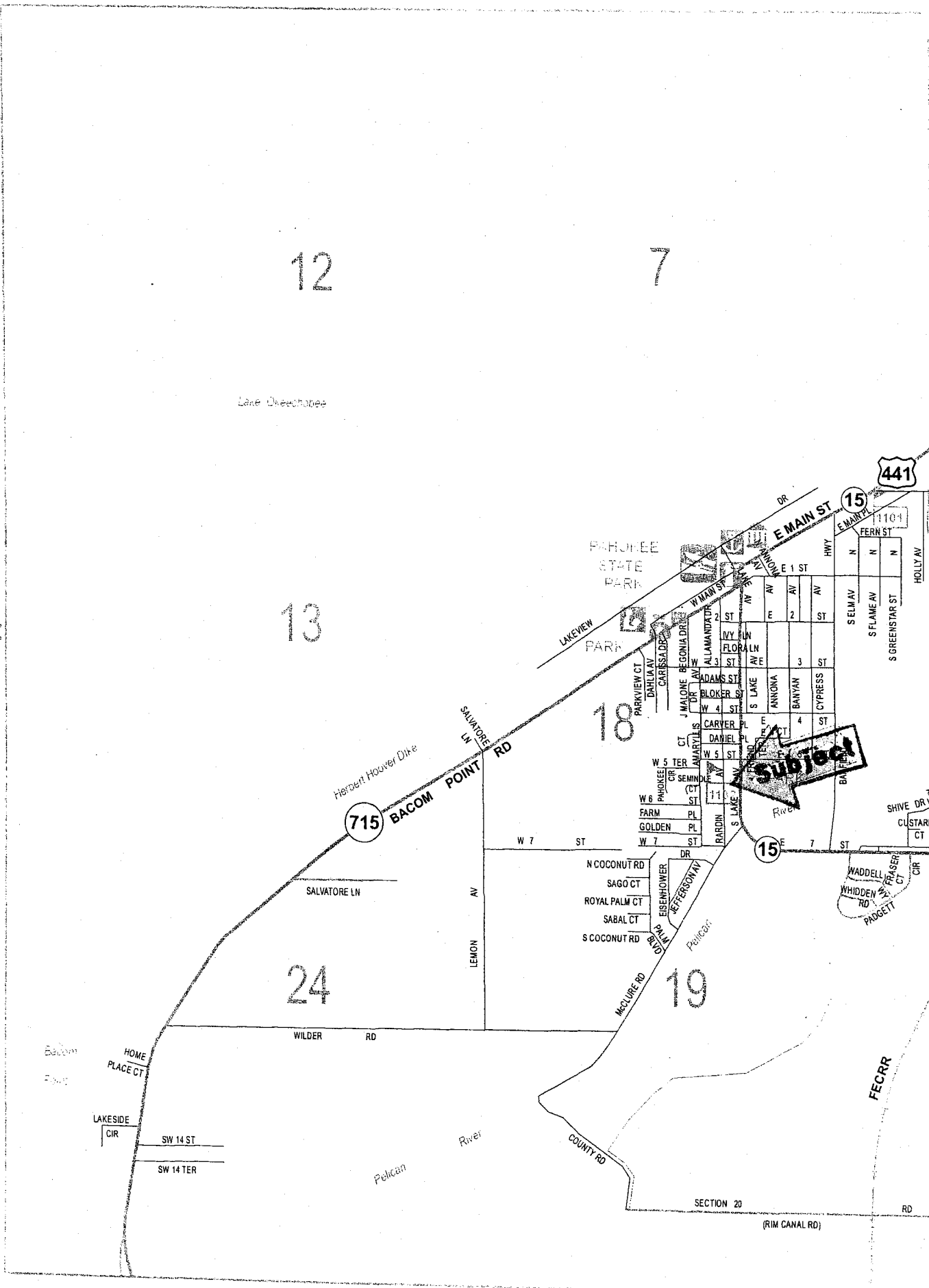
12

24

18

19

142



135

PP

SEP 01 1975

00

LOCATION MAP

ATTACHMENT #1



**FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE**

This First Amendment to Agreement for Purchase and Sale (the "First Amendment") is made and entered into as of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and MIDWAY FOUNDATION, INC., a Florida corporation ("Seller").

RECITALS

WHEREAS, County and Seller signed an Agreement for Purchase and Sale (the "Agreement") (R2009-2133), dated December 15, 2009, for County's purchase of the Property as defined in the Agreement; and

WHEREAS, the Agreement includes forms for two easements attached as Exhibit "D" and Exhibit "E" to the Agreement; and

WHEREAS, the Agreement includes a Memorandum of Agreement attached as Exhibit "F" to the Agreement; and

WHEREAS, the parties desire to amend the Agreement to delete certain language from the easements, replace the Memorandum of Agreement, and extend the deadline for closing.

NOW, THEREFORE, County and Seller hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as in the Agreement.
2. The last sentence of Section 9 of the Agreement is hereby deleted and replaced with the following:

The obligations set forth in this Section shall survive Closing and remain obligations of Seller until May 1, 2011, at which point Seller shall be relieved of all further obligations under this Section.

3. The Drainage Easement attached as Exhibit "D" is hereby modified to delete the following language from Paragraph 2:

In addition, Grantor does hereby grant to County a non-exclusive access easement over and upon the Grantor's adjoining property for the sole purpose of giving County access to the Easement Premises.

4. The Utility Easement attached as Exhibit "E" is hereby modified to delete Paragraph 3 in its entirety.

5. The Memorandum of Agreement attached as Exhibit "F" is hereby replaced in its entirety with the Restated Memorandum of Agreement attached hereto and made a part hereof as Exhibit "A" to this First Amendment.
6. Section 11.2 is hereby modified to provide that Closing shall take place on April 15, 2010, or such earlier date as is mutually agreed upon by the parties. Closing may be extended up to 30 days upon mutual agreement of the parties.
7. Except as set forth herein, the Agreement, as amended, remains unmodified.
8. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof, County and Seller have caused this First Amendment to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered in the presence of:

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

County:

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: *Rich Army Wolf*
Department Director

Seller:

MIDWAY FOUNDATION, INC., a Florida
corporation

WITNESSES:

Helen Russell
[Signature]

By: *D.B.S.*
Signature

HELEN RUSSELL
[Print Name]

DANIEL B. SCHMIDT
Print Signatory's Name

[Signature]
[Signature]

Its: President

(SEAL)

JENNIFER SCHOFIELD
[Print Name]

Date: 3-19-2010

EXHIBIT "A" TO THE FIRST AMENDMENT

EXHIBIT "F"

RESTATED MEMORANDUM OF AGREEMENT

Prepared By/Return To:
Margaret Jackson
Palm Beach County
Property & Real Estate
Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

RESTATED MEMORANDUM OF AGREEMENT

This is a RESTATED MEMORANDUM OF AGREEMENT (the "Restated Memorandum") regarding that certain Agreement for Purchase and Sale, dated December 15, 2009, (Resolution No. R2009-2134) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and MIDWAY FOUNDATION, INC., a Florida corporation with an address of 1190 NW 16th Street, Belle Glade, Florida 33340 ("Seller").

WITNESSETH:

WHEREAS, County and Seller signed an Agreement whereby the Seller would sell to County and County would purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Seller executed a Memorandum of Agreement which was recorded in Official Record Book 23723 Page 1013 of the public records of Palm Beach County (the "Original Memorandum"); and

WHEREAS, the Agreement has been amended contemporaneously herewith by the First Amendment to the Agreement, which First Amendment provides a termination date for Seller's post-Closing obligations regarding easements; and

WHEREAS, County and Seller wish to terminate the Original Memorandum and replace it with this Restated Memorandum in order to provide a termination date for Seller's post-Closing obligations regarding easements; and

WHEREAS, County and Seller have executed this Restated Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Seller (i) terminate and rescind the Original Memorandum, and (ii) replace the Original Memorandum with this Restated Memorandum by which Seller hereby acknowledges, and gives notice of, the existence of the Agreement. Without limiting the foregoing, notice is hereby given that the Agreement imposes an obligation upon Seller to (i) grant County a Drainage Easement

and (ii) grant County or any utility providers designated by County a Utility Easement upon the Seller's property legally described on Exhibit "B", which obligation survives Seller's conveyance of the Property to County until May 1, 2011, at which point Seller shall be relieved of all further obligations pertaining to the granting of a Drainage Easement and a Utility Easement.

This Restated Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Restated Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Restated Memorandum and the Agreement, the Agreement shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Seller have caused this Restated Memorandum of Agreement to be executed on the date set forth below.

Signed, sealed and delivered
in the presence of:

COUNTY:

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: *R. H. Army Wolf*
Department Director

Signed and delivered in the presence of two witnesses for Seller:

Helen Russell
Witness Signature

HELEN RUSSELL
Print Witness Name

[Signature]
Witness Signature

JENNIFER SCHOFIELD
Print Witness Name

MIDWAY FOUNDATION, INC., a Florida corporation

"SELLER"
By: [Signature]
Signature

DANIEL B. SCHMIDT
Print Signatory's Name

Its: VICE President

(SEAL)

Date of Execution by Seller:

MARCH 19, 2010

STATE OF Florida
COUNTY OF Palm Beach

SS:

The foregoing Memorandum of Agreement was acknowledged before me this 19th day of March, 2010, by Daniel B. Schmidt the Vice President of Midway Foundation a _____, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]
Notary Public
April E Kercheville
Print Notary Name

(SEAL) NOTARY PUBLIC-STATE OF FLORIDA
April E. Kercheville
Commission #DD848416
Expires: FEB. 14, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 2/14/13

EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

(to the Memorandum of Agreement)

PROPOSED DRAINAGE EASEMENT and UTILITY EASEMENT AREAS

A portion of the following described parcel as depicted on Page 2...

A PORTION OF TRACTS 60, 61, AND 71, RIDGEWAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A PLAT ENTITLED CROSBY SECOND ADDITION TO PAHOKEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE S89°36'29"W, ALONG THE NORTH BOUNDARY OF SAID PLAT AND ITS WESTERLY EXTENSION, 241.52 FEET; THENCE S00°41'34"E, ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 71, A DISTANCE OF 581.46 FEET; THENCE S89°18'00"W, ALONG A LINE 64.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 71, A DISTANCE OF 295.26 FEET; THENCE N00°40'24"W, ALONG A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 71, A DISTANCE OF 581.26 FEET; THENCE S89°16'57"W, ALONG THE SOUTH LINE OF AFORESAID TRACT, A DISTANCE OF 0.87 FEET; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AMARYLLIS AVENUE DESCRIBED IN A RIGHT-OF-WAY DEED DATED JULY, 1970 AND AS DEPICTED ON A PLAT ENTITLED SEMINOLE MANOR AS RECORDED IN PLAT BOOK 67, PAGES 50 AND 51 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF A CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 02°12'23", A CHORD BEARING OF N06°00'38"W, FOR AN ARC DISTANCE OF 12.32 FEET TO A POINT OF TANGENCY; THENCE N07°06'50"W, ALONG SAID RIGHT-OF-WAY LINE, 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 280.00 FEET, A DELTA OF 06°26'26", AN ARC DISTANCE OF 31.47 FEET TO A POINT OF TANGENCY ON THE WEST LINE OF AFORESAID TRACT 60; THENCE N00°40'24"W, ALONG SAID TRACT LINE 248.33 FEET TO THE SOUTHWEST CORNER OF A PLAT ENTITLED WASHINGTON PARK NO. 2, AS RECORDED IN PLAT BOOK 16, PAGE 77 OF SAID PUBLIC RECORDS; THENCE N89°20'56"E ALONG THE SOUTH LINE OF SAID PLAT 20.00 FEET; THENCE N00°40'24"E, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 8, BLOCK 5 OF SAID PLAT, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S89°20'56"W, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 20.00 FEET TO A POINT ON AFORESAID WEST LINE OF TRACT 60; THENCE N00°40'24"W, ALONG SAID WEST LINE 100.00 FEET; THENCE N89°20'56"E ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8, BLOCK 5, OF SAID WASHINGTON PARK NO. 2, AND ALONG THE NORTH LINE OF LOTS 8, 9 AND 10, OF SAID BLOCK 5, A DISTANCE OF 142.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE S00°40'48"E, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 50.00 FEET; THENCE N89°20'56"E, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF LOTS 11 AND 12 OF SAID BLOCK 5, A DISTANCE OF 81.97 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12; THENCE N00°41'05"W, ALONG THE WEST LINE OF LOT 13 OF SAID BLOCK 5, A DISTANCE OF 1.00 FEET; THENCE N89°20'56"E, ALONG THE SOUTH LINE OF THE NORTH 49.00 FEET OF LOTS 13 AND 14 OF SAID BLOCK 5 AND ITS EASTERLY EXTENSION, A DISTANCE OF 124.97 FEET TO A POINT ON THE WEST LINE OF LOT 10, BLOCK 4 OF SAID WASHINGTON PARK NO. 2; THENCE N00°41'34"W ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION A DISTANCE OF 56.50 FEET TO A POINT ON THE CENTERLINE OF A 15.00 FOOT WIDE ALLEY DEPICTED ON SAID PLAT OF WASHINGTON PARK NO. 2; THENCE N89°20'56"E ALONG SAID CENTERLINE, 128.08 FEET TO A POINT ON THE CENTERLINE OF A 13 FOOT WIDE ALLEY DEPICTED ON SAID PLAT OF WASHINGTON PARK NO. 2; THENCE S00°41'34"E, ALONG SAID CENTERLINE, 12.50 FEET; THENCE N89°20'56"E, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 5, BLOCK 4, OF SAID WASHINGTON PARK NO. 2, AND ALONG SAID NORTH LINE, 91.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE S01°16'25"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 517.30 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION OF SCHOOL STREET/COLLEGE AVENUE DEPICTED ON AFORESAID PLAT ENTITLED WASHINGTON PARK NO. 2 AND BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 14, BLOCK 5 OF SAID PLAT; ON THE EAST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 10, BLOCK 4 OF SAID PLAT; ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID PLAT; AND ON THE WEST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 14, BLOCK 5 OF SAID PLAT.

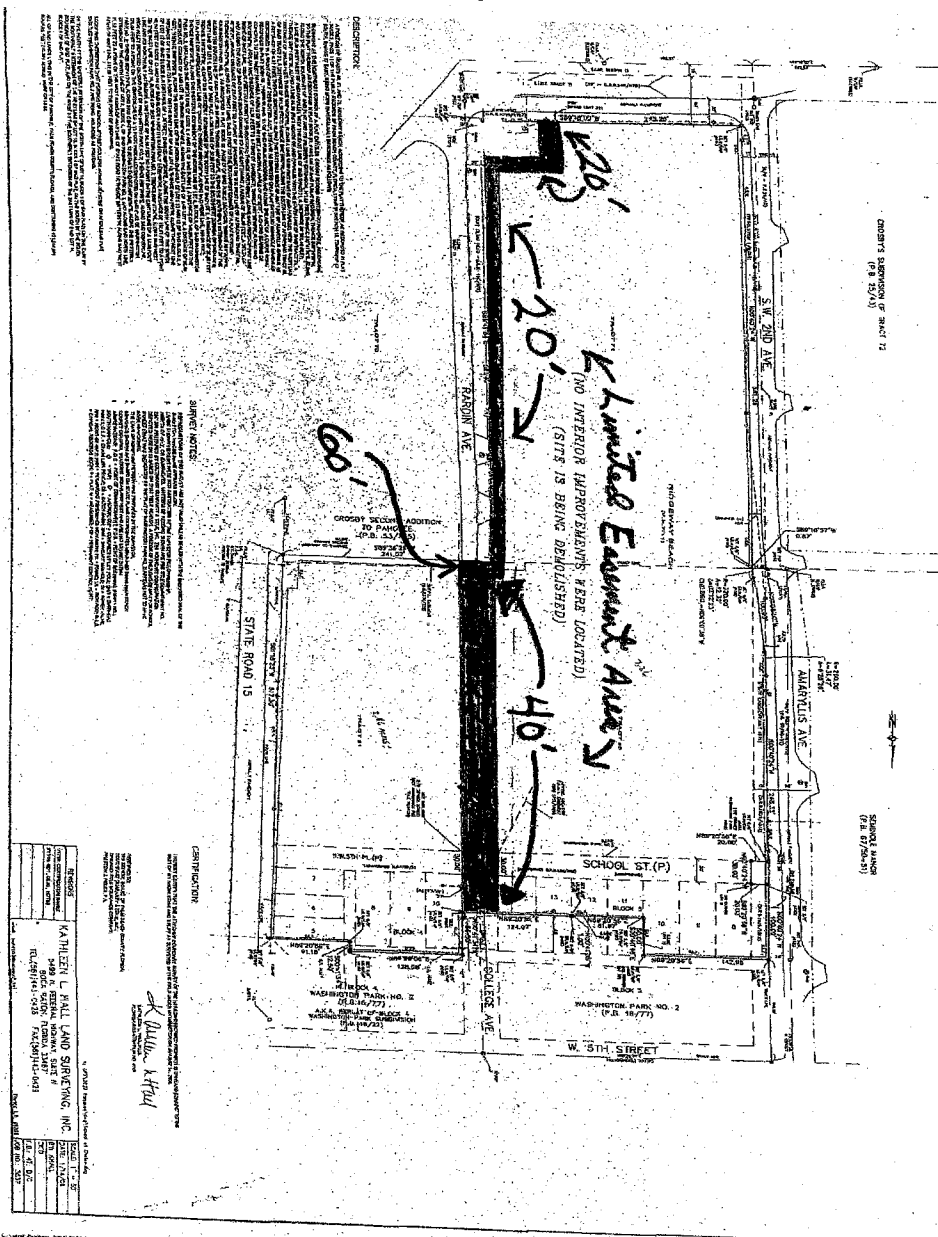
LESS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF TRACT 61, RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, AND A PORTION OF LOT 6 OF THE REPLAT OF BLOCK 4 WASHINGTON PARK SUBDIVISION, RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PLAT OF CROSBY SECOND ADDITION TO PAHOKEE, RECORDED IN PLAT BOOK 53, PAGE 185 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT, S89°36'29"W FOR 201.52 FEET TO THE EAST RIGHT-OF-WAY LINE OF RARDIN AVENUE; THENCE N00°41'34"W FOR 528.60 FEET; THENCE N89°20'56"E FOR 128.08 FEET; THENCE S00°41'31"E FOR 12.50 FEET; THENCE N89°20'56"E FOR 91.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'25"W FOR 517.30 TO THE POINT OF BEGINNING.

(to the Memorandum of Agreement)

PROPOSED DRAINAGE EASEMENT and UTILITY EASEMENT AREAS



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE PROPOSED EASEMENT AREAS ARE SHOWN IN BLACK.
3. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT.
4. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE DEED.
5. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAT.
6. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE RECORDING ACT.
7. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE LOCAL ORDINANCES.
8. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE STATE STATUTES.
9. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE FEDERAL LAWS.
10. THE PROPOSED EASEMENT AREAS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERNATIONAL AGREEMENTS.

DEFINITIONS:

EASEMENT: A right or interest in the land of another person, which entitles the holder of the easement to use the land for a particular purpose.

UTILITY EASEMENT: A right or interest in the land of another person, which entitles the holder of the easement to use the land for the purpose of installing, maintaining, or operating utility lines.

DRAINAGE EASEMENT: A right or interest in the land of another person, which entitles the holder of the easement to use the land for the purpose of collecting, conveying, or disposing of surface water.

CERTIFICATION:

I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original plan as filed in my office.

K. Miller, P.E.

ENGINEER: K. Miller, P.E., License No. 12345

DATE: 10/10/2023

PROJECT: STATE ROAD 15 IMPROVEMENTS

CLIENT: AMHERST LAND SURVEYING, INC.

ADDRESS: 1234 STATE ROAD 15, WASHINGTON, PA 15301

PHONE: (724) 555-1234

FAX: (724) 555-5678

EMAIL: k.miller@amherstland.com

CERTIFICATE

The undersigned hereby certifies that the following are true and correct statements:

1. That he is the Secretary of Midway Foundation, Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 19 day of MARCH, 2010, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it


FURTHER RESOLVED, that Daniel B. Schmidt, the Secretary of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 19 day of MARCH, 2010.


(Signature)


DANIEL B. SCHMIDT
(Print Signatory's name)
Its Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 19th day of March, 2010, by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.


Notary Signature

April E Kercheville
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
 April E. Kercheville
Commission #DD848416
Expires: FEB. 14, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires:

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Profit Corporation

MIDWAY FOUNDATION, INC.

Filing Information

Document Number P05000107939
FEI/EIN Number 810676827
Date Filed 08/02/2005
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 10/17/2006
Event Effective Date NONE

Principal Address

1190 NW 16TH STREET
BELLE GLADE FL 33430

Mailing Address

1190 NW 16TH STREET
BELLE GLADE FL 33430

Registered Agent Name & Address

SCHMIDT, DANIEL B
149 ALCAZAR STREET
ROYAL PALM BEACH FL 33411 US

Name Changed: 01/12/2010

Address Changed: 01/12/2010

Officer/Director Detail

Name & Address

Title PD

PERRYMAN, BART
1190 NW 16TH STREET
BELLE GLADE FL 33430

Title STD

SCHMIDT, DAN
145 N MAIN ST SUITE 103
BELLE GLADE FL 33430

Annual Reports

Report Year Filed Date

2008 05/01/2008
2009 01/20/2009

2010 01/12/2010

Document Images

- 01/12/2010 -- ANNUAL REPORT
- 01/20/2009 -- ANNUAL REPORT
- 05/01/2008 -- ANNUAL REPORT
- 01/10/2007 -- ANNUAL REPORT
- 10/17/2006 -- Amendment
- 06/23/2006 -- ANNUAL REPORT
- 08/02/2005 -- Domestic Profit

Note: This is not official record. See documents if question or conflict.

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