

PALM BEACH COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: August 17, 2010       Consent       Regular  
     Ordinance       Public Hearing

Department: Facilities Development & Operations

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an Easement Agreement with Wilhelm Herzer and Jennie D. Herzer for drainage and utilities; and
- B) a Temporary Construction Easement with Pronto Enterprises of Palm Beach, Inc. (Pronto) for construction of a retaining wall as part of the overall construction of the new Fire Rescue Station No. 31 located in the Village of Palm Springs.

**Summary:** Fire Rescue Station No. 31 is located on Lake Worth Road, east of Davis Road, in the Village of Palm Springs. The County will be constructing a new station to replace the existing station. In order to develop and maintain the fire station, the County requires a perpetual drainage and utility easement over a portion of the Herzer's property located east of and adjacent to the County's property. The County also needs a temporary construction easement from Pronto to access their property which is located south of and adjacent to the County's property for the construction of a retaining wall on County property and the right to install a temporary construction fence within Pronto's property. The Temporary Construction Easement will expire and automatically terminate upon the earlier of County's completion of, or ninety (90) days after commencement of, the project. The total area of the easements being granted to the County is 11,982 square feet (0.28 acre). The easements are being granted at no charge. (PREM) District 3 (HJF)

**Background and Justification:** On February 24, 2009, the Board approved the contract for the design of the new Fire Rescue Station No. 31. Construction is anticipated to begin in August 2010.

- Attachments:**
- 1. Location Map
  - 2. Easement Agreement
  - 3. Temporary Construction Easement

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Recommended By:	<i>Ruth Ann Wozz</i> Department Director	7/10/10 Date
Approved By:	<i>Cheryl</i> County Administrator	7/30/10 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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0 *see below</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				


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

No fiscal impact.

**C. Departmental Fiscal Review: \_\_\_\_\_**


**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

  
 \_\_\_\_\_  
 OFMB  
*OK 7/29/10*  
*11/28/10*

  
 \_\_\_\_\_  
 Contract Development and Control  
 7/29/10

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney  
 7/29/10

**C. Other Department Review:**

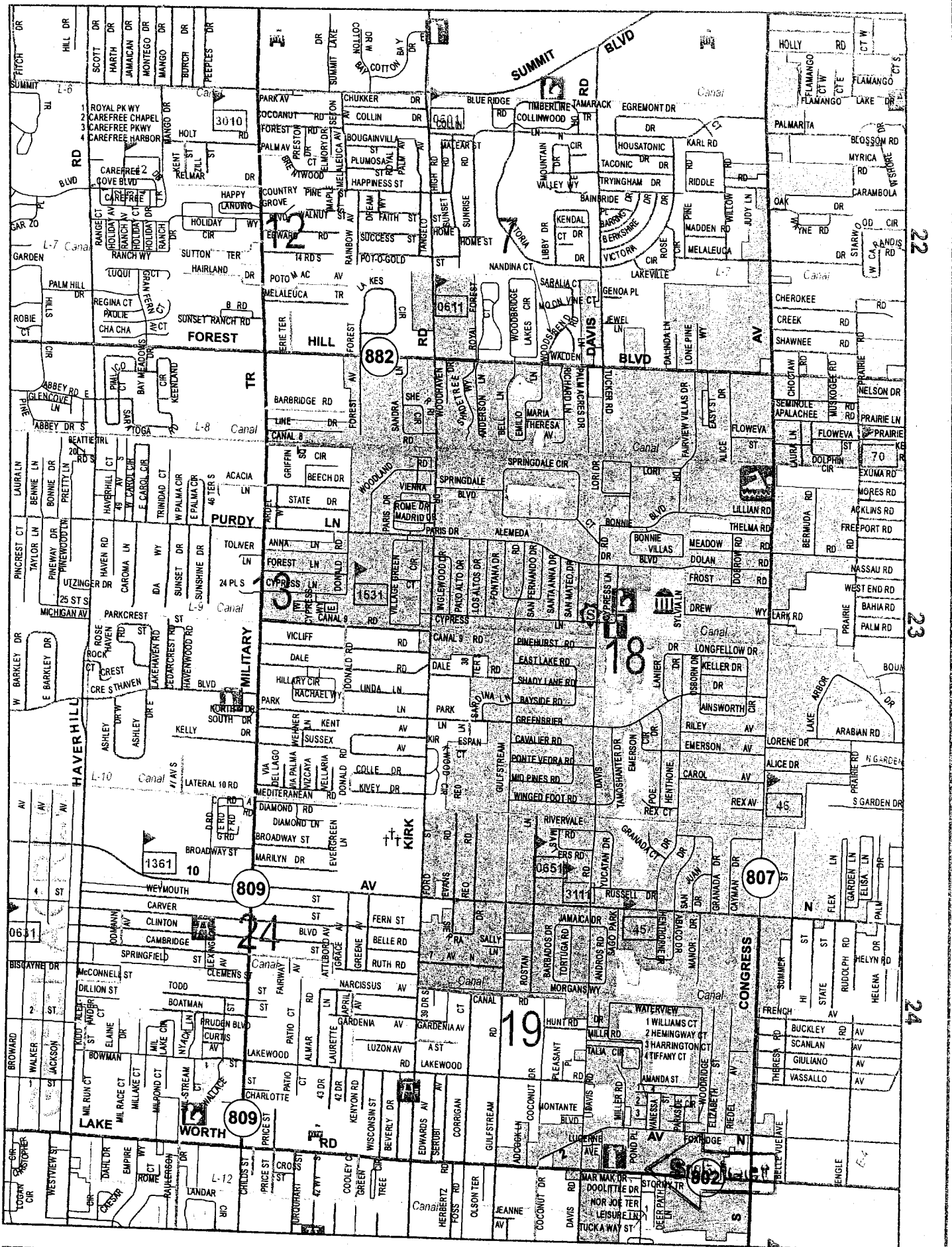
\_\_\_\_\_  
Department Director

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

T44

T

T44



F

F

# LOCATION MAP

## Attachment 1

Prepared by & Return to:  
Margaret Jackson, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 70-43-44-19-20-069-0010

## EASEMENT AGREEMENT

**THIS IS AN EASEMENT** made \_\_\_\_\_ granted by **WILHELM HERZER (aka as WILLIAM HERZER) AND JENNIE D. HERZER**, whose address is 3172 2<sup>nd</sup> Avenue North, Lake Worth, FL 33461-3699, ("Grantor"), in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is Governmental Center, 301 N. Olive Avenue, West Palm Beach, Florida 33401 ("County").

**WHEREAS**, Grantor owns the property located in Palm Beach County, Florida, and described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Easement Premises") and the property described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "Access Premises"); and

**WHEREAS**, County is the owner of the property described on Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as the "County Property" )

**WHEREAS**, County has requested that Grantor grant County an easement relating to the Easement Premises for a drainage ditch and utilities to serve the County Property, and an easement relating to the Access Premises for the purposes of construction in and access to the Easement Premises.

**NOW, THEREFORE**, for and in consideration of the aforementioned easement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Easement Premises for the construction, operation and maintenance of aboveground and underground utility facilities, including but not limited to water, sewer, electric, and drainage, and all appurtenant equipment (the "Facilities") to be installed from time to time; with the right to and privilege to alter, improve, enlarge, add to, change the nature or physical characteristics or replace,

remove, or relocate such facilities in, upon, over, under, through, and across the Easement Premises along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Premises that might interfere with the purposes for which such facilities are or might be constructed.

3. Grantor does hereby grant to County a non-exclusive limited access easement over and upon the Access Premises for the purpose of giving County access to the Easement Premises for construction and maintenance purposes. County shall have the right to use the Access Premises for the staging of equipment during the installation of the Facilities in the Easement Premises.

4. The grant of easements contained herein is for the use and benefit of County, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises or Access Premises for public use.

5. Grantor hereby retains all rights relating to the Easement Premises and Access Premises not specifically conveyed by this Easement including the right to sell the fee simple title to the Easement Premises and Access Premises. Grantor reserves the right to use County's improvements located within the Easement Premises, provided that such use by Grantor does not interfere with County's use as granted herein.

6. Any improvements constructed pursuant hereto shall be constructed at County's sole cost and expense within the confines of the Easement Premises in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

7. County shall be solely responsible for, and shall, at all times, maintain and repair at its sole cost and expense the County improvements located within the Easement Premises. Additionally, County shall promptly repair, replace and/or restore any County improvements now existing or constructed hereafter, including earth, fill and landscaping within the Easement Premises and Access Premises, to the condition each was in prior to such installation, construction, maintenance or repair, using materials of like kind and quality.

8. Neither County's nor Grantor's interest in the Easement Premises shall be subject to liens arising from County's use of the Easement Premises, or exercise of the rights granted hereunder. County shall promptly cause any lien imposed against the Easement Premises relating to work performed by or on behalf of County to be discharged or transformed to bond.

9. County shall provide Grantor with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

10. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorneys' Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax: 561-355-4398

Grantor:

William Herzer and Jennie D. Herzer  
3172 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461-3699

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

11. If County, its successors or assigns, shall ever abandon the Easement granted hereby or cease to use the same for the purpose for which granted, the Easement described herein shall terminate.

12. In the event that County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, Grantor's sole remedy shall be the right of specific performance thereof.

13. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the County Property, the Easement Premises, or the Access Premises.

14. This Easement is an easement appurtenant to the County Property and may not be transferred or assigned separately or apart from the County Property.

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

16. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

17. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth hereinabove.

Witnesses as to Both:

Barbara Wheeler  
Signature

Barbara Wheeler  
Print name of witness

Margaret Jackson  
Signature

Margaret Jackson  
Print name of witness

GRANTOR:

By: [Signature]  
William Herzer  
WILHELM HERZER

By: [Signature]  
Jennie D. Herzer

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this 21 day of December, 2009, by Wilhelm Herzer & Jennie Herzer and \_\_\_\_\_, who are personally known to me OR who produced as identification and who did \_\_\_\_\_ did not  take an oath.

DL - H 626-880-21-174-0  
DL - H 626-422-19-589-0

Barbara Wheeler  
Notary Public  
Barbara Wheeler  
Print Notary Name



NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: 9-30-13

**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: \_\_\_\_\_  
Assistant County Attorney

By:   
Department Director

**EXHIBIT "A"**

**EASEMENT PREMISES**

AN EASEMENT FOR DRAINAGE AND UTILITIES IN TRACT 69 OF THE  
 SUBDIVISION OF SECTION 19 T.44S. R.43E., RECORDED IN PLAT BOOK 6, PAGE 66,  
 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING:

THE WEST 15.00 FEET OF THE NORTHWEST QUARTER OF SAID TRACT 69.

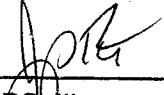
CONTAINING 4,692 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S01°36'15"W ALONG WEST LINE TRACT 69.

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
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- (P) - PLAT DIMENSION
- T.44S. - TOWNSHIP 44 SOUTH
- R.43E. - RANGE 42 EAST

  
 \_\_\_\_\_  
 JOHN E. PHILLIPS III  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA No. 4826  
 DATE: 12/8/09

**BP**  
**BROWN & PHILLIPS, INC.**  
 PROFESSIONAL SURVEYING SERVICES  
 CERTIFICATE OF AUTHORIZATION # LB 6473  
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
 (561) 615-3988, (561) 615-3986 FAX

<b>LEGAL DESCRIPTION</b>	
<b>FOR</b>	
<b>FIRE STATION 31 PALM SPRINGS</b>	
DRAWN: MB	PROJ. No. 08-023
CHECKED: JEP	SCALE: NONE
<b>DRAINAGE &amp; UTILITY EASEMENT</b>	DATE: 12/02/09
	SHEET 1 OF 2

N

(NORTH LAKE WORTH ROAD)  
2nd AVENUE  
S63°42'01"W (CENTERLINE)  
SOUTH RIGHT-OF-WAY

S63°42'01"W  
16.97'

25'(R)

316.82'

15'

S01°36'15"W  
308.84'

S01°36'15"W

THE N.W. 1/4 OF TRACT 69  
SUBDIVISION OF SECTION 19  
T.44S. R.43E.  
(PLAT BOOK 6 PAGE 66)

PARENT TRACT RECORDED  
IN (ORB 4778 PAGE 868)

TRACT 68  
SUBDIVISION OF SECTION 19  
T.44S. R.43E.  
(PLAT BOOK 6 PAGE 66)

PALM BEACH COUNTY FIRE STATION No.31 PROPERTY

WEST LINE OF TRACT 69

SOUTH LINE OF THE  
N.W.1/4 OF TRACT 69

NORTH LINE OF THE  
S.W.1/4 OF TRACT 69

15.00'  
S88°14'59"E

THE S.W.1/4 OF TRACT 69  
SUBDIVISION OF SECTION 19  
T.44S. R.43E.  
PLAT BOOK 6 PAGE 66

REMAINDER OF TRACT 69

THIS SKETCH IS NOT A SURVEY

**B**  
**BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
FOR  
FIRE STATION 31 PALM SPRINGS

DRAWN: MB	PROJ. No. 08-023
CHECKED: JEP	SCALE: 1" = 50'
DRAINAGE & UTILITY EASEMENT	DATE: 12/02/09
	SHEET 2 OF 2

**EXHIBIT "B"**

**ACCESS PREMISES**

A TEMPORARY CONSTRUCTION EASEMENT IN TRACT 69 OF THE  
 SUBDIVISION OF SECTION 19 T.44S. R.43E., RECORDED IN PLAT BOOK 6, PAGE 66,  
 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING:

THE EAST 15.00 FEET, OF THE WEST 30.00 FEET,  
 OF THE NORTHWEST QUARTER OF SAID TRACT 69.

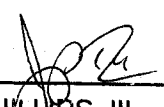
CONTAINING 4,812 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S01°36'15"W ALONG WEST LINE TRACT 69.

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- (P) - PLAT DIMENSION
- T.44S. - TOWNSHIP 44 SOUTH
- R.43E. - RANGE 42 EAST
- TCE - TEMPORARY CONSTRUCTION EASEMENT

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT  
 COMPRISE THE COMPLETE LEGAL DESCRIPTION.  
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 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: 12/8/09

**B**  
**BROWN & PHILLIPS, INC.**  
 PROFESSIONAL SURVEYING SERVICES  
 CERTIFICATE OF AUTHORIZATION # LB 6473  
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
 (561) 615-3988, (561) 615-3986 FAX

<b>LEGAL DESCRIPTION FOR FIRE STATION 31 PALM SPRINGS</b>	
DRAWN: MB	PROJ. No. 08-023
CHECKED: JEP	SCALE: NONE
<b>TCE</b>	DATE: 12/02/09
	SHEET 1 OF 2

N

(NORTH LAKE WORTH ROAD)  
**2nd AVENUE**  
S63°42'01"W (CENTERLINE)

SOUTH RIGHT-OF-WAY  
(15' (B))

S63°42'01"W  
16.97'

TRACT 68  
SUBDIVISION OF SECTION 19  
T.44S. R.43E.  
(PLAT BOOK 6 PAGE 66)

PALM BEACH COUNTY FIRE STATION No.31 PROPERTY

S01°36'15"W

WEST LINE OF TRACT 69

S01°36'15"W

316.82'

15'

S01°36'15"W

324.81'

THE N.W. 1/4 OF TRACT 69  
SUBDIVISION OF SECTION 19  
T.44S. R.43E.  
(PLAT BOOK 6 PAGE 66)

PARENT TRACT RECORDED  
IN (ORB 4778 PAGE 868)

SOUTH LINE OF THE  
N.W.1/4 OF TRACT 69

NORTH LINE OF THE  
S.W.1/4 OF TRACT 69

15.00'  
S88°14'59"E

THE S.W.1/4 OF TRACT 69  
SUBDIVISION OF SECTION 19  
T.44S. R.43E.  
PLAT BOOK 6 PAGE 66

REMAINDER OF TRACT 69

THIS SKETCH IS NOT A SURVEY

**B**  
**BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
FOR  
FIRE STATION 31 PALM SPRINGS

DRAWN: MB	PROJ. No. 08-023
CHECKED: JEP	SCALE: 1" = 50'
TCE	DATE: 12/02/09
	SHEET 2 OF 2



**EXHIBIT "C"**  
**COUNTY PROPERTY**

A PORTION OF TRACT 68 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, IN PALM BEACH COUNTY, FLORIDA, PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 6, PAGE 66, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT 68 RUN NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD, A DISTANCE OF 156.73 FEET TO A POINT WHICH IS THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;  
THENCE TURNING AN ANGLE OF 118 DEGREES 11 MINUTES 15 SECONDS WITH THE SOUTH RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD, MEASURED FROM EAST TO SOUTH AND RUNS 139.83 FEET;  
THENCE TURNING AN ANGLE OF 90 DEGREES 17 MINUTES 05 SECONDS MEASURED FROM NORTH TO EAST AND RUNS 88.96 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF LANDS DESCRIBED IN THAT CERTAIN DEED RECORDED IN DEED BOOK 984 AT PAGE 86, PALM BEACH COUNTY RECORDS, IF EXTENDED SOUTHWARD;  
THENCE NORTHERLY ALONG SAID LINE PARALLEL TO THE EAST LINE OF SAID TRACT 68, A DISTANCE OF 187.96 FEET, MORE OR LESS, TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD;  
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 100.93 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 68 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
THENCE RUNNING NORTH 611.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD;  
THENCE RUNNING SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE 60 FEET TO A POINT;  
THENCE RUNNING SOUTH 187.45 FEET TO A POINT;  
THENCE RUNNING WEST 88.95 FEET TO A POINT;  
THENCE RUNNING SOUTH 35 FEET TO A POINT;  
THENCE RUNNING WEST 4 FEET TO A POINT;  
THENCE RUNNING SOUTH 115 FEET TO A POINT;  
THENCE RUNNING EAST 115.85 FEET TO A POINT;  
THENCE RUNNING SOUTH 244.60 FEET TO THE SOUTH LINE OF SAID TRACT 68;  
THENCE RUNNING EAST 30 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 68 AND THE POINT OF BEGINNING,  
LESS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PROPERTY FOR THE RIGHT OF WAY OF LAKE WORTH ROAD, ALSO KNOWN AS STATE ROAD No.802.



**PALM BEACH COUNTY  
 CERTIFICATE OF SELF INSURANCE COVERAGE  
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

Date Issued  
 July 1, 2010

INSURED:  
 PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
 THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS  
 EMPLOYEES, AGENTS AND OFFICIALS

SELF INSURED ACCOUNT NO. 103  
 ADMINISTERED BY:  
 Gallagher Bassett Insurance Services, Inc.

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.**

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$100 per Claimant \$200 per Occurrence  <b>Self-Insured in accordance with S.768.28 F.S.</b>
<u>AUTOMOBILE LIABILITY</u> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos (Private Passenger Autos) <input type="checkbox"/> All Owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$100 per Claimant \$200 per Occurrence  <b>Self-Insured in accordance with S.768.28 F.S.</b>
<u>WORKERS COMPENSATION</u> <input checked="" type="checkbox"/> INCLUDING EMPLOYERS LIABILITY	1/1/99	Until canceled or revoked	WC Statutory Limits 100/500/100  <b>Self-Insured in accordance with S.440 F.S.</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:  
 Re: All Operations of the Palm Beach County Board of County Commissioners

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.

CERTIFICATE HOLDER  
 Information Purposes Only

Nancy Bolton  
 Nancy Bolton, DIRECTOR

Prepared by and Return to:  
Margaret Jackson, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

Property Control Number: 70-43-44-19-20-068-0030

## TEMPORARY CONSTRUCTION EASEMENT

**THIS EASEMENT**, made \_\_\_\_\_, by and between **PRONTO ENTERPRISES OF PALM BEACH, INC.**, a Florida corporation, whose mailing address is 1326 North Dixie Highway, Suite 10, Lake Worth, Florida 33460 ("Grantor") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County").

### RECITALS

**Whereas**, Grantor is the owner of the land described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"); and

**Whereas**, County is the owner of the adjacent land described in Exhibit "B" attached hereto and made a part hereof (the "County Property"); and

**Whereas**, County has requested that Grantor grant a Temporary Construction Easement to allow County access in and over the Easement Premises for wall construction purposes, and to allow County to install a temporary construction fence within the Easement Premises; and

**Now, therefore**, Grantor and County for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by said County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant to County an exclusive temporary construction easement over the Easement Premises. The rights granted pursuant to this Easement shall be limited to (i) the right of access in and over the Easement Premises for construction of a retaining wall on County Property, which work

shall be performed in part from the Easement Premises, and (ii) the right to install a temporary construction fence within the Easement Premises (the "Project"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of County's completion of the Project or ninety (90) days after the Commencement Date as defined herein. The Commencement Date shall be the date County commences construction and shall be established by written notice to Grantor from County's Director of Property & Real Estate Management. In the event the Commencement Date has not occurred by August 16, 2011, this Easement shall automatically terminate. Notwithstanding the provisions for automatic termination, County shall deliver to Grantor, if so requested, a release of the Easement in a form satisfactory to Grantor, upon completion of the Project or the failure of County to commence construction by August 16, 2011.

3. County shall cause the replacement retaining wall to be installed within the boundaries of the County Property.

4. County acknowledges and agrees that County's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. County further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon Grantor's use and enjoyment of the Grantor's Property.

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

6. County shall promptly repair, replace and/or restore any of Grantor's improvements now existing within the Easement Premises, to the condition such were in prior to County's use of the Easement Premises, using materials of like kind and quality.

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

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

9. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

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

With a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone: 561-355-2225  
Fax: 561-355-4398

Grantor:

Pronto Enterprises of Florida, Inc.  
Attention: Norberto Benitez Calderon  
1326 North Dixie Highway  
Suite 10  
Lake Worth, FL 33460  
Telephone:  
Fax:

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

10. In the event County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, Grantor's sole remedy shall be the right of specific performance thereof.

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

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

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

ATTEST:

COUNTY:

SHARON R. BOCK,  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Burt Aaronson, Chair

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

Signed, sealed and delivered in the presence of:

**GRANTOR:**  
**PRONTO ENTERPRISES OF FLORIDA, INC.,** a Florida corporation

Raquel J. Tuttle  
Witness

By: [Signature]  
Norberto Benitez Calderon,  
President

Raquel T. Tuttle  
Print Witness Name

SEAL

[Signature]  
Witness

Jose L. Rodriguez  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of MAY, 2010, by Norberto Benitez Calderon, President of Pronto Enterprises of Florida, Inc., a Florida corporation, () who is personally known to me OR () who produced \_\_\_\_\_ as identification and who () did () did not take an oath.

Raquel J. Tuttle  
Notary Public, State of Florida



RAQUEL T. TUTTLE  
Print Notary Name

(Notary Seal)

Commission Number: DD 775993  
My Commission expires: April 22, 2012



**EXHIBIT "A"**  
**EASEMENT PREMISES**

AN EASEMENT IN TRACT 68, FRANK H. SWAN'S SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, RECORDED IN PLAT BOOK 6, PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 7.50 FEET IN WIDTH, ABUTTING AND LYING 7.50 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:

FROM THE NORTHWEST CORNER OF SAID TRACT 68, RUN SOUTHERLY ALONG THE WEST LINE OF SAID TRACT 68, A DISTANCE OF 200 FEET;  
 THENCE TURN AN ANGLE OF 90°17'05" FROM THE NORTH TO EAST, AND GO EASTERLY A DISTANCE OF 134.15 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE;  
 THENCE GO SOUTHERLY, PARALLEL TO THE WEST LINE OF SAID TRACT A DISTANCE OF 15.00 FEET;  
 THENCE RUN EAST 115.85 FEET;  
 THENCE RUN SOUTH 199.60 FEET TO THE NORTH RIGHT-OF-WAY OF LAKE WORTH ROAD, RECORDED IN ROAD PLAT BOOK 5, PAGE 135, OF SAID PUBLIC RECORDS, AND THE END OF SAID DESCRIBED LINE.


CONTAINING 2,478 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S00°00'00"E ALONG THE WEST LINE OF TRACT 68.

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.

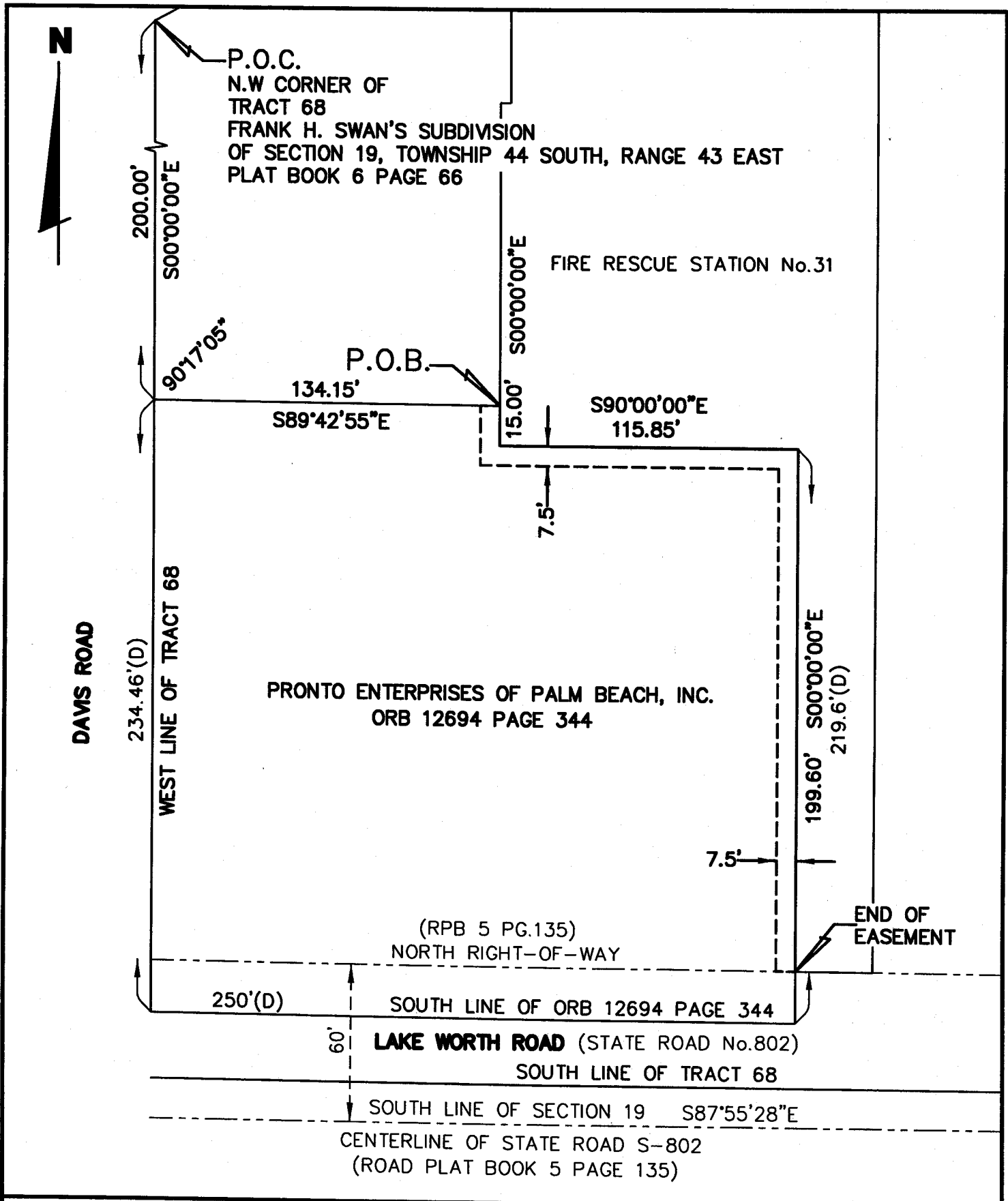
**ABBREVIATIONS**

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- (D) - DIMENSION PER  
ORB 12694 PAGE 344

  
 JOHN E. PHILLIPS III  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA No. 4826  
 DATE: 2/23/10

**BROWN & PHILLIPS, INC.**  
 PROFESSIONAL SURVEYING SERVICES  
 CERTIFICATE OF AUTHORIZATION # LB 6473  
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
 (561) 615-3988, (561) 615-3986 FAX

FIRE STATION 31 PALM SPRINGS 7.5' EASEMENT	
PROJ. No. 08-023	DRAWN: MB
LEGAL DESCRIPTION	SCALE: 1" = 50'
	DATE: 2/22/10
	SHEET 1 OF 2



**B**  
**BROWN & PHILLIPS, INC.**  
PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
(561) 615-3988, (561) 615-3986 FAX

<b>FIRE STATION 31 PALM SPRINGS 7.5' EASEMENT</b>	
PROJ. No. 08-023	DRAWN: MB
SKETCH TO ACCOMPANY LEGAL DESCRIPTION (THIS SKETCH IS NOT A SURVEY)	SCALE: 1" = 50'
	DATE: 2/22/10
	SHEET 2 OF 2

**EXHIBIT "B"**  
**COUNTY PROPERTY**

A PORTION OF TRACT 68 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, IN PALM BEACH COUNTY, FLORIDA, PLAT OF WHICH IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 6, PAGE 66, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID TRACT 68 RUN NORTHEASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD, A DISTANCE OF 156.73 FEET TO A POINT WHICH IS THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;  
THENCE TURNING AN ANGLE OF 118 DEGREES 11 MINUTES 15 SECONDS WITH THE SOUTH RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD, MEASURED FROM EAST TO SOUTH AND RUNS 139.83 FEET;  
THENCE TURNING AN ANGLE OF 90 DEGREES 17 MINUTES 05 SECONDS MEASURED FROM NORTH TO EAST AND RUNS 88.96 FEET, MORE OR LESS, TO A POINT IN THE WEST LINE OF LANDS DESCRIBED IN THAT CERTAIN DEED RECORDED IN DEED BOOK 984 AT PAGE 86, PALM BEACH COUNTY RECORDS, IF EXTENDED SOUTHWARD;  
THENCE NORTHERLY ALONG SAID LINE PARALLEL TO THE EAST LINE OF SAID TRACT 68, A DISTANCE OF 187.96 FEET, MORE OR LESS, TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD;  
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 100.93 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

**TOGETHER WITH:**

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 68 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
THENCE RUNNING NORTH 611.45 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NORTH LAKE WORTH ROAD;  
THENCE RUNNING SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE 60 FEET TO A POINT;  
THENCE RUNNING SOUTH 187.45 FEET TO A POINT;  
THENCE RUNNING WEST 88.95 FEET TO A POINT;  
THENCE RUNNING SOUTH 35 FEET TO A POINT;  
THENCE RUNNING WEST 4 FEET TO A POINT;  
THENCE RUNNING SOUTH 115 FEET TO A POINT;  
THENCE RUNNING EAST 115.85 FEET TO A POINT;  
THENCE RUNNING SOUTH 244.60 FEET TO THE SOUTH LINE OF SAID TRACT 68;  
THENCE RUNNING EAST 30 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 68 AND THE POINT OF BEGINNING,  
LESS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PROPERTY FOR THE RIGHT OF WAY OF LAKE WORTH ROAD, ALSO KNOWN AS STATE ROAD No.802.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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## Detail by Entity Name

### Florida Profit Corporation

PRONTO ENTERPRISES OF PALM BEACH, INC.

### Filing Information

Document Number P98000071816  
FEI/EIN Number 650854417  
Date Filed 08/17/1998  
State FL  
Status ACTIVE

### Principal Address

1326 N DIXIE HWY  
SUITE 10  
LAKE WORTH FL 33460

Changed 01/10/2005

### Mailing Address

1326 N DIXIE HWY  
SUITE 10  
LAKE WORTH FL 33460

Changed 01/10/2005

### Registered Agent Name & Address

BENITEZ CALDERON, NORBERTO  
1835 EMILIO LANE  
WEST PALM BEACH FL 33415 US

Address Changed: 01/10/2005

### Officer/Director Detail

#### Name & Address

Title D

BENITEZ CALDERON, NORBERTO  
1835 EMILIO LANE  
WEST PALM BEACH FL 33415

### Annual Reports

Report Year	Filed Date
2008	04/25/2008
2009	04/21/2009
2010	04/26/2010

**Document Images**

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- [03/13/2006 -- ANNUAL REPORT](#)
- [01/10/2005 -- ANNUAL REPORT](#)
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- [01/15/2003 -- REINSTATEMENT](#)
- [02/19/2002 -- ANNUAL REPORT](#)
- [02/03/2001 -- ANNUAL REPORT](#)
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- [03/25/1999 -- ANNUAL REPORT](#)
- [08/17/1998 -- Domestic Profit](#)

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State of Florida, Department of State

**2010 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P98000071816

FILED  
Apr 26, 2010  
Secretary of State

Entity Name: PRONTO ENTERPRISES OF PALM BEACH, INC.

**Current Principal Place of Business:**

**New Principal Place of Business:**

1326 N DIXIE HWY  
SUITE 10  
LAKE WORTH, FL 33460

**Current Mailing Address:**

**New Mailing Address:**

1326 N DIXIE HWY  
SUITE 10  
LAKE WORTH, FL 33460

FEI Number: 65-0854417      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

**Name and Address of New Registered Agent:**

BENITEZ CALDERON, NORBERTO  
1835 EMILIO LANE  
WEST PALM BEACH, FL 33415    US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

Election Campaign Financing Trust Fund Contribution ( ).

**OFFICERS AND DIRECTORS:**

Title: D  
Name: BENITEZ CALDERON, NORBERTO  
Address: 1835 EMILIO LANE  
City-St-Zip: WEST PALM BEACH, FL 33415

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NORBERTO BENITEZ-CALDERON

PRES

04/26/2010

\_\_\_\_\_  
Electronic Signature of Signing Officer or Director

\_\_\_\_\_ Date