

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item #:

6F-2

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Meeting Date:	August 17, 2010	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to:**

- A) **approve** a Second Amendment to Interlocal Agreement with Indian Trail Improvement District (ITID) (R-2001-0128, R-2003-0421) for Acreage Community Park and Acreage Pines Natural Area;
- B) **approve** a Second Amendment to Agreement of Lease with ITID (R2001-0482, R-2003-0422) for Acreage Community Park;
- C) **approve** an Agreement of Lease with ITID for a 6.6-acre parcel behind the Publix Plaza at Seminole Pratt-Whitney Road and Orange Boulevard for the County's development of a Library; and
- D) **adopt** a resolution authorizing the conveyance of 17.5 acres of County-owned land to ITID, without charge and without reservation of mineral and petroleum rights; and
- E) **approve** a County Deed conveying the approximately 17.5-acre developed portion of Acreage Community Park to ITID.

**Summary:** In 2001, the County and ITID entered into an Interlocal Agreement for the coordinated acquisition and development of the approximately 169-acre Acreage Community Park and Acreage Pines Natural Area (R-2001-0128). These Agreements: 1) revise the boundaries between the Park and the Natural Area property; 2) substitute a revised Conceptual Master Plan for the overall property reflecting the revised boundaries and changes to the improvements proposed to be constructed by ITID within the Park property; 3) transfer control of approximately 7 acres of preserve property included in ITID's existing lease from ITID to the County for incorporation into the Natural Area; 4) extend the term of the Park lease to a total of 75 years; 5) require the County to convey to ITID the approximately 17.5-acre developed portion of the Park property; and 6) require ITID to lease a 6.6-acre civic site within the Publix Plaza at Seminole-Pratt Whitney Road and Orange Boulevard to the County for a total of 75 years at \$1/yr for development of a library. Approval of these Agreements will finalize years of negotiations regarding boundary line disputes, maintenance and development obligations and control of the property. Approval will also provide the County a site upon which to develop a library in the Acreage, ending a 10 year search effort. (PREM) District 6 (HJF)

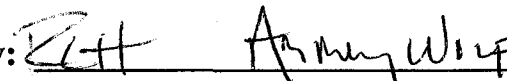

**Background and Policy Issues:** There is a long history behind the transactions summarized in this item. Attached is a previous report prepared by Staff describing the history of these transactions.

(continued on Page 3)

**Attachments:**

1. Location Map
2. Revised Conceptual Master Plan
3. Summary of History behind Acreage Community Park/Acreage Pines Natural Area/Acreage Branch Library
4. Second Amendment to Interlocal Agreement
5. Second Amendment to Agreement of Lease
6. Agreement of Lease
7. Resolution
8. County Deed

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Recommended By:		7/31/10
	Department Director	Date
Approved By:		8/11/10
	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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

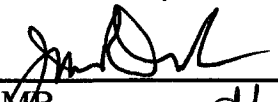
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

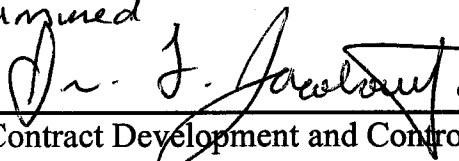
**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

*Fiscal impact cannot be determined*

  
 \_\_\_\_\_  
 OFMB  
*9/4/10 2/13/10*

  
 \_\_\_\_\_  
 Contract Development and Control  
*P110110*

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

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

## **Background and Policy Issues, continued:**

The current transaction stemmed from the County's request that ITID allow the County to use a civic site within the Publix Plaza for development of a Library. While ITID was supportive of the concept of the County building a Library in the Acreage, several ITID commissioners initially requested that the County pay for the land. The Library Expansion program bond did not include money for land acquisition at this location. In light of the County's funding limitations, ITID requested that the County convey the Acreage Community Park property to ITID in exchange for ITID conveying the civic site to the County. However, a portion of the Park property was acquired using FCT grant funds and, pursuant to the terms of the FCT grant agreement, may not be conveyed to a special district. ITID ultimately agreed to accept a conveyance of that portion of the Park property which is not subject to the grant agreement and a 75-year extension of the term of their lease on the balance of the Park property, in exchange for ITID leasing the civic site to the County for a corresponding 75-year term.

Details of each of the individual agreements are provided below:

### Second Amendment to Interlocal Agreement

This Second Amendment:

- 1) Substitutes a revised Conceptual Master Plan for the overall property. This revised plan deletes 4 baseball/softball fields and replaces them with 2 multipurpose fields, and tennis, basketball, racquetball and volleyball courts;
- 2) Requires the County to convey  $\pm 17.5$  acres of the Park property to ITID by County Deed;
- 3) Requires ITID to lease the  $\pm 6.6$ -acre civic site within the Publix Plaza to the County for \$1/yr for a term of twenty-five (25) years with two (2), twenty-five (25) year options; and
- 4) Requires the County to extend the term of ITID's lease of the Park property for twenty-five (25) years with two (2), twenty-five (25) year options.

The boundaries of the leased property are revised to delete the  $\pm 17.5$  acres being conveyed to ITID,  $\pm 7$  acres of property which will be incorporated into the Natural Area and  $\pm 6$  acres at the south end of the Park which will be incorporated into the Natural Area and be used for mitigation for boardwalk improvements.

The Amendment also defines responsibility for various improvements which will serve or affect the Natural Area. ITID will be responsible at its sole cost for removing fencing bordering the  $\pm 7$  acres to be incorporated into the Natural Area, installing new fencing between the Natural Area and the existing ballfields, and paying County \$20,000 to remove exotic vegetation within the  $\pm 7$  acres.

The County (ERM) at its cost will construct a stabilized firebreak/pathway along the boundary of the  $\pm 7$  acres. The County will also construct an Access Trailhead adjacent to the existing children's playground area and boardwalk extending westward into the Natural Area. County will be responsible for the cost of the kiosk and that portion of the access boardwalk located within the Natural Area. ITID will be responsible for their remainder of the costs and shall reimburse County within 90 days of invoicing.

The parties shall also cooperate to develop a trail/boardwalk through the Natural Area connecting the northern and southern areas of the Park. The County (ERM) will permit and construct the trail/boardwalk at ITID's cost and expense.

### Second Amendment to Agreement of Lease

This Amendment:

- 1) Revises the description of the premises as previously discussed;
- 2) Extends the term of the Lease for twenty-five (25) years with two (2), twenty-five (25) year options to extend which will automatically be exercised provided ITID is not in default;
- 3) Acknowledges that the Premises are subject to a Grant Award Agreement with FCT and a Management Plan approved by FCT and requires that all development, maintenance and use activities be consistent with the Grant Agreement and Management Plan; and
- 4) Deletes a requirement that the County convey the property to ITID upon expiration of the Lease.

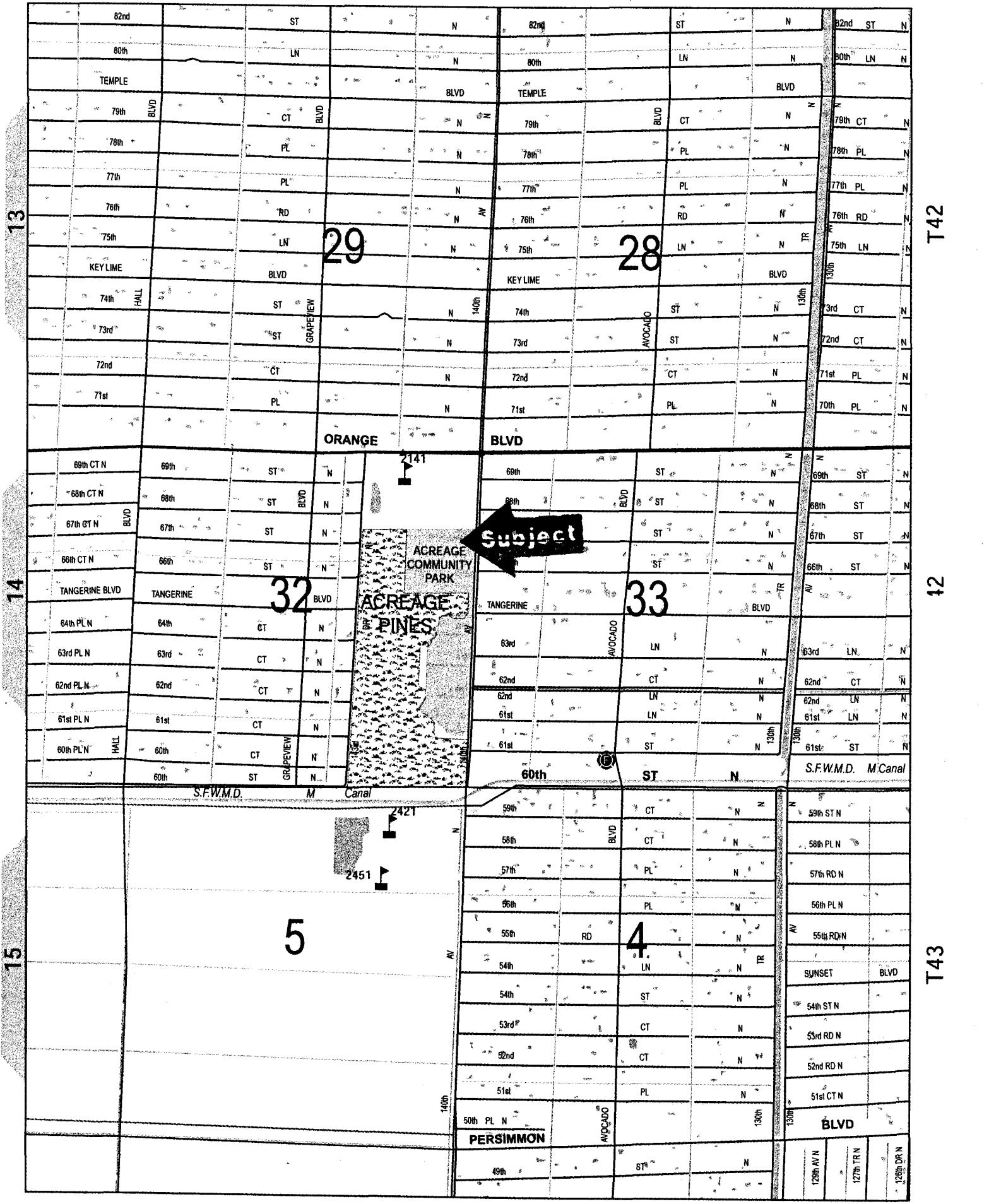
### Agreement of Lease (Library)

Pursuant to this Lease, ITID will lease the County the ±6.6-acre civic site for development of a Library. Relevant terms of the Lease are as follows:

- 1) The term of the Lease is for twenty-five (25) years with two (2), twenty-five (25) year options. The options will be automatically exercised unless the County is in default;
- 2) Rent is \$1/yr;
- 3) County will be responsible for all taxes and assessments, including assessments payable to ITID;
- 4) All improvements will be constructed at County's expense;
- 5) Use of the property is restricted to development and operation of a Library. This would prohibit the County from using the property and improvements for any other purpose if circumstances change in the future. But the same applies to ITID's use of the Park under its lease;
- 6) County may not assign or sublet the Premises without ITID's consent, which may be withheld in ITID's discretion;
- 7) Upon expiration or earlier termination of the Lease, all improvements become the property of ITID; and
- 8) In the event the improvements are damaged by casualty, the County must either repair the damaged improvements or demolish them and restore the Premises to same condition they were prior to this Lease. Upon such demolition, the Lease will terminate. This is the most onerous provision of the Lease. While it is difficult to imagine a situation in which the County would not restore the improvements, if we were unable to do so, the Lease would terminate and the County would have no further interest in the land and improvements.

### County Deed

This Deed conveys the ±17.5 acres upon which the existing Acreage Community Park has been constructed. The Deed releases all mineral rights pursuant to ITID's request. The use of the property is restricted to parks and recreation purposes.



LOCATION MAP

ATT. #1





Conceptual Master Plan for Acreage Community Park Expansion  
& Acreage Pines Natural Area  
Palm Beach County, Florida

urban  
design  
kill day  
STUDIOS

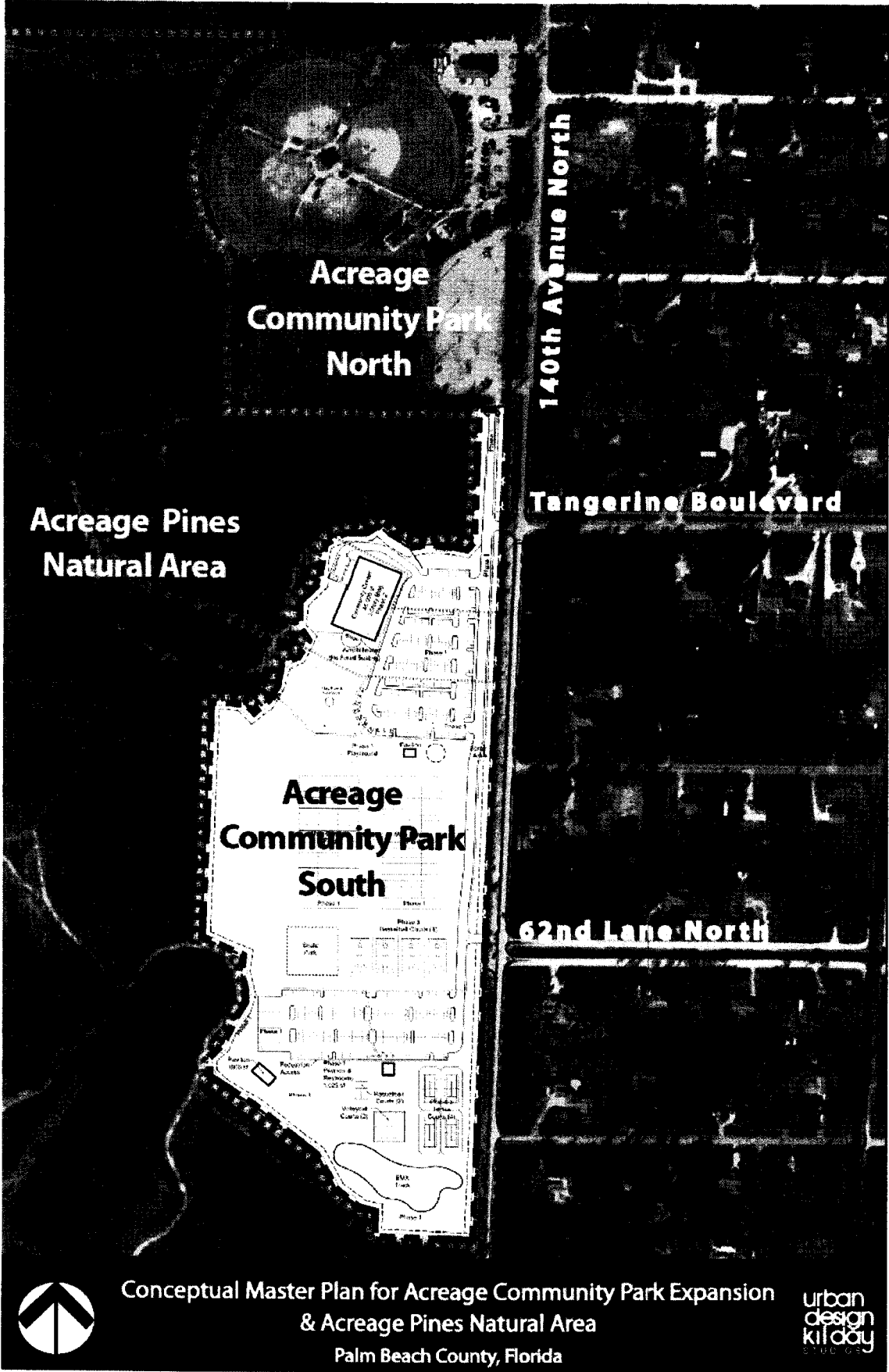
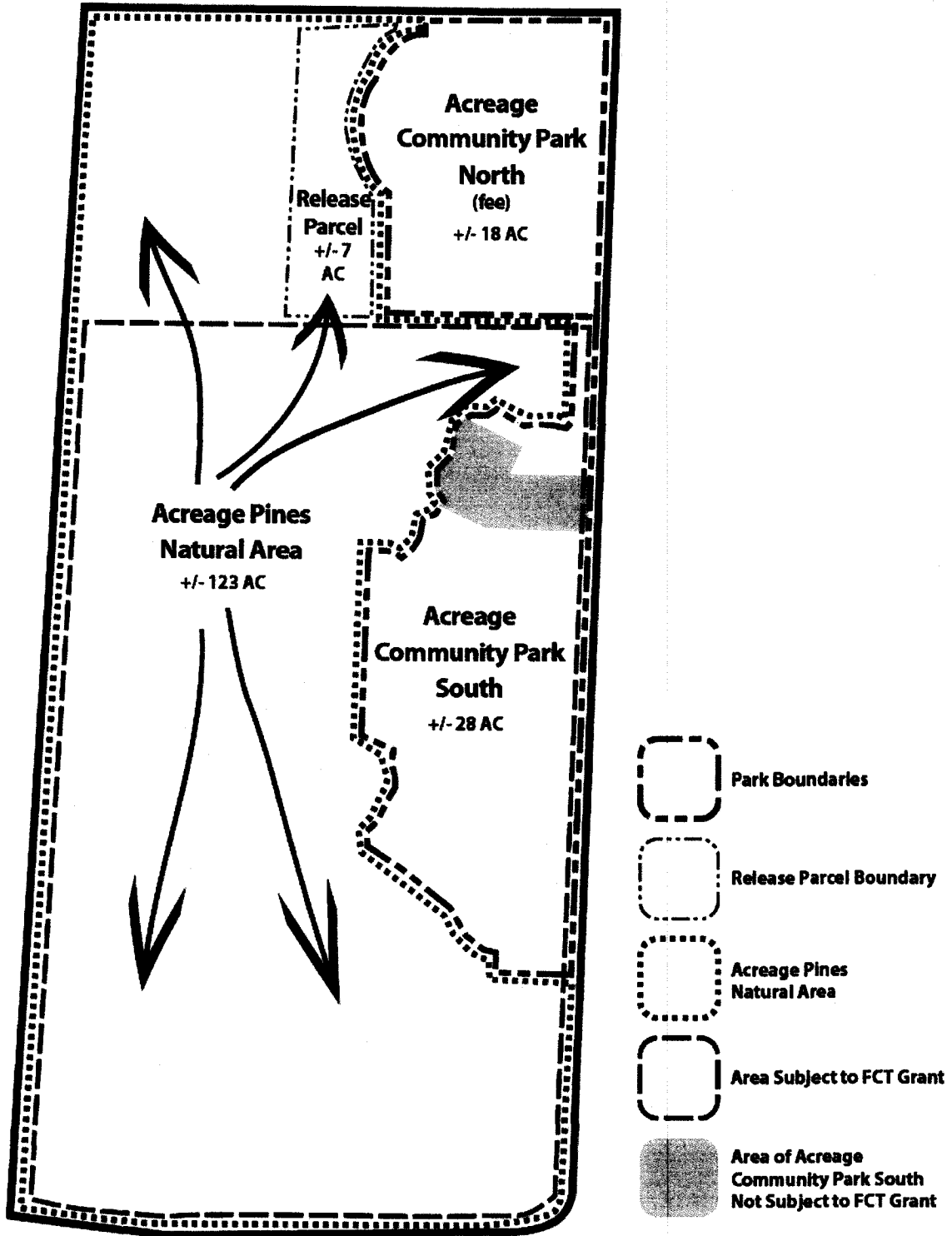


EXHIBIT "B"

SKETCH OF PARCELS COMPRISING THE  
ACREAGE PARK AND PRESERVE PROPERTY





**ACREAGE COMMUNITY PARK /  
ACREAGE PINES NATURAL AREA / ACREAGE BRANCH LIBRARY**

**HISTORY OF ACREAGE COMMUNITY PARK & ACREAGE PINES NATURAL AREA**

- In 1996, ITID purchased 24.84 acres of land for \$212,000. County provided District 6 RAP funding of \$212,275.
- In 1997, ITID purchased an additional 16.21 acres for \$145,935. County provided \$150,000 out of Park improvement fund reserves.
- The two purchases total 41.05 acres:
  - 18 acres of developed park property
  - 7.25 acres of undeveloped park property with a conservation easement (Preserve)
  - 15.80 acres of natural areas
- In 1997, ITID developed the initial Phase of the Park. County provided District 2, 3, 4, 6 RAP funding of \$303,725.
- In 2001, the County purchased 120 acres of adjoining property (Hoag property) for \$917,888 using funds from the 1999 Conservation Lands Bond Issue, for expansion of the park and preservation / expansion of Acreage Pines Natural Area. County and ITID entered into a Interlocal Agreement providing for the County's acquisition of the Hoag property, leasing of the existing park and park expansion property to ITID and coordination of permitting and development of both the park and natural area.
- Simultaneously to the County closing on the Hoag property, ITID transferred ownership of their 41.05 acres to the County. The County in turn leased to ITID 53.75 acres;
  - 18 acres of developed park property
  - 7.25 acres of undeveloped park property with a conservation easement (to be used for mitigation for park improvements)
  - 28.5 acres for park expansion
  - Lease was for 25 years at \$1/yr. At the end of the Lease, County is required to convey the property to ITID.
  - Current Improvements include:
    - 3 baseball/softball fields
    - 2 multipurpose fields
    - Practice field
    - Playground
    - Picnic area with grills
    - Press box and Restrooms
  - Proposed Improvements include (28.5 acre expansion):
    - 4 baseball/softball fields
    - 2 multipurpose fields
    - 15,000 square foot recreation center with a multipurpose gymnasium, meeting rooms, game room, restroom & office
    - Amphitheater
- June 4, 2003, County received \$441,100 FCT grant to help reimburse the County for the purchase of the Hoag property.

ATT. # 3

- In mid 2003, due to ITID's lack of funds, County considers taking over the Community Park and developing a County District Park on the property.
- In December of 2003, County decides to build the District Park on County-owned 60 acres west of Seminole Pratt Whitney and north of Hamlin.
- In connection with the development of the Community Park facilities, ITID constructed improvements within the Preserve. ITID is in violation of the conservation easement and SFWMD/ACOE permits. ERM is working with ITID to resolve this issue, but ITID has not been responsive.
- More complete details on County funding of Park improvements in the Acreage is provided in the attached list of projects.

#### **ACREAGE BRANCH LIBRARY / PRATT & ORANGE MUPD (Publix Center) Civic Site**

- In 1998, the Publix Center commercial development was required to convey a 6.6 acre civic site to the County.
- ITID requested, and the BCC agreed to allow the civic site to be conveyed to ITID upon the condition that ITID lease the site to the County for 99 years for \$1/yr. The site was conveyed to ITID in 2001.
- At that time, Libraries objected to being located behind the Publix and preferred a more southerly location.
- \$7 million in funding for a branch library for the Acreage was included within the 2002 Phase II Library Expansion Program. Libraries is currently proposing a \$16 million 30,000 sf branch.
- In 2003, the County started negotiations with Callery Judge for a site for the Library. Negotiations fell apart in 2007, and the County refocused efforts to acquire the Pratt & Orange Civic Site.
- In early 2008, Staff presented the concept of building the Library on the Pratt & Orange Civic Site to the ITID Board. While the ITID Board agrees with the location, they are unwilling to give the site to the County, and have proposed a trade of the Community Park land for the civic site. ITID disregards the condition requiring the site be leased to the County and Staff would prefer to acquire fee simple title.
- Staff supports the trade of the existing park land (18 acres) but has concerns regarding ITID's request to also take the 28 acre park expansion property. The 28 acres is subject to a FCT grant which will complicate the transfer substantially. In addition, Staff is concerned with ITID's ability to develop the expansion to the Park. At minimum, the transfer should occur after the park expansion is completed.

## OUTSTANDING ISSUES w/ITID

- Preserve. ERM has proposed a resolution of ITID's violation of the Restrictive Covenant and permits association with ITID's construction of recreation improvements on a portion of the 7 acre Preserve, and ITID's failure to adequately maintain the Preserve, as set forth in the attached July 2 letter to Chris King. This involves ITID/ERM agreeing to a new boundary line between the Park and Preserve, relocation of an existing fence, modification of the Restrictive Covenant and payment of \$20,000 to perform required maintenance. ITID would then release the Preserve from its lease and ERM would assume responsibility for the long-term management and maintenance.
- Staff is proceeding with design of the Library. Any of the foregoing issues can hold up the Library. There is a window of opportunity for traffic capacity for the Library. If the Library is substantially delayed, traffic capacity may not be available.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
(ACREAGE PARK AND PRESERVE PROPERTY)**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT** ("Second Amendment") is made and entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended ("ITID").

**WITNESSETH:**

**WHEREAS**, ITID and County entered into that certain Interlocal Agreement dated January 9, 2001 (R 2001-0128), as amended by the First Amendment thereto dated March 25, 2003 (R2003-0421) (the "Interlocal Agreement"), which establishes a cooperative arrangement for the development and management of a  $\pm 169$  acre public recreation facility and natural preserve (the "Acreage Park and Preserve Property"); and

**WHEREAS**, pursuant to the Interlocal Agreement, ITID and County entered into that certain Agreement of Lease dated April 3, 2001 (R2001-0482), as amended by the First Amendment thereto dated March 25, 2003 (R2003-0422) (the "Lease"), whereby ITID leased from County  $\pm 53$  acres of the Acreage Park and Preserve Property to be developed and managed by ITID as a community park with an array of active and passive recreation amenities and facilities; and

**WHEREAS**, ITID and County have agreed to amend the Interlocal Agreement and Lease in order, among other common objectives, to: (a) affirm and better define their mutual responsibilities in the cooperative development and management of the Acreage Park and Preserve Property; (b) revise the Conceptual Master Plan for the Acreage Park and Preserve Property; (c) better define an appropriate boundary between County's natural preserve and ITID's more active community recreation facilities; (d) delete certain real property from ITID's Lease; (e) extend the term of ITID's Lease; and (e) require County to convey to ITID in fee an  $\pm 18$ -acre developed portion of the Acreage Community Park in exchange for and in consideration of a lease of certain real property owned by ITID at another location for use by County as a library; and

**WHEREAS**, based on this Second Amendment and the revised Conceptual Master Plan attached hereto as **Exhibit "A"**, the entire  $\pm 169$  acre Acreage Park and Preserve Property will hereafter consist of two adjacent, functionally inter-related but independently managed and maintained public facilities: a  $\pm 123$  acre natural preserve area (referred to hereafter as "Acreage Pines Natural Area"), which will be owned, managed and maintained by County; and a  $\pm 46$  acre active recreation facility (referred to hereafter as "Acreage Community Park"); and

**WHEREAS**, Acreage Community Park will consist of two adjacent, functionally related parcels: a  $\pm 18$  acre parcel which will be owned by ITID in fee ("ACP NORTH"), and a  $\pm 28$  acre parcel which will be leased by County to ITID for an extended term of 25 years ("ACP SOUTH"), both of which parcels will be managed and maintained by ITID

ATT.#4

and will include an array of active and passive park and recreation facilities within the framework of a common site plan approved by County; and

**WHEREAS**, the boundary between ITID's ACP NORTH and County's Acreage Pines Natural Area must be adjusted to better reflect the location of certain existing recreation amenities within ACP NORTH, which boundary adjustment requires ITID to release from its leasehold interest a  $\pm 7$  acre undeveloped natural area tract (the "Release Parcel"), which Release Parcel will be integrated into the Acreage Pines Natural Area; and

**WHEREAS**, ITID and County have identified certain park and recreation amenities and facilities which will enhance appropriate public access to and use of the Acreage Park and Preserve Property and have identified and distributed between themselves in this Second Amendment certain responsibilities for their construction and continuing management and maintenance; and

**WHEREAS**, in order to assist in interpretation of this Second Amendment, a summary sketch of the parcels comprising the Acreage Park and Preserve Property described herein is attached hereto as **Exhibit "B"**.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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 ascribed to them in the Agreement. The exhibits attached hereto are hereby incorporated by reference.

2. The Conceptual Master Plan for the Acreage Park and Preserve Property attached as Exhibit "A" to the Interlocal Agreement, as amended by the First Amendment thereto, is hereby replaced in its entirety with the revised Conceptual Master Plan attached hereto as **Exhibit "A"**.

3. County hereby agrees to convey to ITID the  $\pm 18$ -acre developed ACP NORTH, a legal description and sketch of which is attached as **Exhibit "C"**, in exchange for ITID's granting a lease to County of a  $\pm 6.6$ -acre parcel of real property owned by ITID located approximately at the intersection of Seminole-Pratt Whitney Road and Orange Boulevard (the "Library Parcel"), a legal description of which is attached hereto as **Exhibit "D"**.

4. County shall convey ACP NORTH to ITID by County Deed, in the form attached hereto as **Exhibit "E"** (the "County Deed"). ITID shall lease the Library Parcel to County for a term of 25 years with 2 extension options, each for a period of 25 years, pursuant to a lease, the form of which is attached hereto as **Exhibit "F"** (the "Library Parcel Lease").

5. In consideration of ITID's lease of the Library Parcel to County, County has agreed to: (a) extend the term of ITID's Lease of ACP SOUTH to twenty-five years from the effective date with the option of two (2) successive extensions, each for a period of

twenty-five (25) years; (b) delete ACP NORTH from the Lease; and (c) convey ACP NORTH to ITID. ITID has agreed to terminate its leasehold interest in the Release Parcel. The extension of the Lease, the deletion of ACP NORTH from the Lease, and termination of ITID's interest in the Release Parcel will all be effectuated by the Parties entering into the Second Amendment to Agreement of Lease, in the form attached hereto as **Exhibit "G"** (the "Second Amendment to Agreement of Lease").

6. The closing of the transactions contemplated by this Second Amendment shall occur within thirty (30) days of the Effective Date hereof. At such closing, the Parties shall enter into, and each deliver to the other, fully executed originals of the Library Parcel Lease and the Second Amendment to Agreement of Lease, and County will deliver to ITID the County Deed for ACP NORTH. ITID shall be responsible for recording and any other costs associated with the County Deed.

7. In furtherance of their common interest in encouraging appropriate use and development of the Acreage Park and Preserve Property according to its approved Conceptual Master Plan, the parties have agreed to make certain physical improvements (e.g., fencing locations and materials, firebreak/pathways, boardwalks, potential hiking trails, location of bicycle rack and kiosk, sidewalks, etc.) (collectively, the "Improvements") and to define their respective responsibilities for the construction and maintenance of these Improvements within the context of this Interlocal Agreement (as amended) as set forth below:

(a) All construction activities performed by ITID pursuant to this Interlocal Agreement within Acreage Pines Natural Area, or within ACP SOUTH that directly affect Acreage Pines Natural Area, shall be coordinated through and approved by County's Department of Environmental Resources Management (ERM). Installation of Improvements within ACP South that are consistent with the FCT Grant Award and the Conceptual Master Plan shall be coordinated with, but shall not require approval by, ERM.

(b) Improvements and maintenance commitments within the Release Parcel are intended to establish and maintain an appropriate boundary between the existing active recreation amenities and facilities within ITID's adjacent ACP NORTH and County's Acreage Pines Natural Area. To accomplish this goal, ITID agrees to:

(1) Remove  $\pm 1,800$  feet of fencing from the north, west, and south sides of the Release Area; and

(2) In order to restrict access to the Release Parcel and protect its natural resources, install  $\pm 700$  feet of 6-foot high green or black vinyl-coated chain link fencing along the east boundary of the Release Parcel as depicted in yellow on **Exhibit "H"**, attached hereto, to include 3 pedestrian access points and at least 2 management access gates at various locations identified by ERM adjacent to ITID's existing softball and soccer fields, as depicted on the attached **Exhibit "H"**; and

(3) Pay to County within 90 days of the Effective Date of this Second Amendment the sum of \$20,000 to be used by ERM to remove exotic vegetation from the Release Parcel; and

(4) Provide County a maintenance access easement through ACP NORTH to the Release Parcel as legally described and reserved in the County Deed attached hereto as **Exhibit "E"**; and

(5) Maintain the existing grassy area within the Release Parcel identified as "**Area A**" on the attached **Exhibit "H"**. Maintenance of "Area A" shall consist of periodic mowing of grass and trash removal at such times and upon such terms as ITID maintains ACP NORTH or at such other times as is reasonable upon request by County. County hereby grants ITID access to enter "Area A" of the Release Parcel to accomplish periodic maintenance and to use "Area A" from time to time for non-consumptive and non-destructive uses, such as team photographs for sports leagues using facilities in Acreage Community Park.

(c) County agrees to construct a stabilized firebreak/pathway within the Release Parcel that will be available as a health/hiking trail connecting the softball fields in ACP NORTH to ACP SOUTH through a future trail/boardwalk connection through Acreage Pines Natural Area. The approximate location of the firebreak/pathway within the Release Parcel is depicted by the red dashed line on the attached **Exhibit "H"**. The pathway shall be constructed using existing substrate materials. Any extra grading or stabilization requested by ITID shall require County's approval and be performed by County at ITID's sole expense.

(d) The parties agree to cooperate further in the development of Acreage Park and Preserve Property according to its Conceptual Master Plan, as follows:

(1) County agrees to construct an Access Trailhead with a bicycle rack and informational kiosk, concrete pad, sidewalk, and boardwalk to be located adjacent to the existing children's playground area as depicted on the attached **Exhibit "I"**. The trailhead will lead from ACP SOUTH westward into the Acreage Pines Natural Area, providing access to the public use facilities to be built by County within Acreage Pines Natural Area. Subject to funding availability, County anticipates constructing these public use facilities within two years of the execution of this Second Amendment to the Interlocal Agreement. The cost of constructing the kiosk at the Access Trailhead will be borne exclusively by County. ITID shall be responsible for the cost of all other public use facilities located within ACP SOUTH depicted on the attached **Exhibit "I"**. County shall provide ITID with detailed cost estimates and/or bids for the construction of said work and the parties shall cooperate to design and perform said improvements in a cost effective manner. ITID shall reimburse County for the cost of said work within 90 calendar days from the date of ITID's receipt of an invoice from County for the work.

(2) ITID agrees to install the following improvements as depicted on the attached **Exhibit "I"** at ITID's sole cost and expense:

- a. A split-rail fence along the boundary between ACP SOUTH and Acreage Pines Natural Area, and
- b. A second, interior fence along the fitness/equestrian trail to limit equestrian access to Acreage Pines Natural Area; and
- c. Both fences shall include management access gates (located with approval from ERM) for County authorized vehicles to enter the Acreage Pines Natural Area.

(3) County agrees to cooperate with ITID in developing a trail/boardwalk connection linking ACP NORTH to ACP SOUTH as depicted with a blue dashed line on the attached **Exhibits "H" and "I"** (the "Trail/Boardwalk Connection"). This pedestrian connection is proposed to run through wetlands in the Acreage Pines Natural Area located approximately along the southern end of the football/soccer fields in the Acreage Community Park Fee Parcel through a pedestrian maze gate to the firebreak/pathway County will construct in the Release Parcel. The Trail/Boardwalk Connection will be permitted and constructed by County at ITID's option and sole expense when ITID has the requisite funding for construction. County would prefer to construct the Trail/Boardwalk Connection at the same time County constructs the Acreage Pines Natural Area public use facilities. The parties acknowledge that wetland impacts from constructing the Trail/Boardwalk Connection will require modification of the existing Environmental Resource Permit (ERP) and wetland permit from the Army Corps of Engineers for the Acreage Park and Preserve Property. If ITID elects to proceed with the Trail/Boardwalk Connection and demonstrates that it has funding for the estimated cost thereof, including the cost of all permitting activities, County will seek to modify all affected permits to authorize construction of the Trail/Boardwalk Connection. County will attempt to offset wetland impacts through utilization of the wetland mitigation area located within the Acreage Pines Natural Area as depicted in the attached **Exhibit "J"**; and place a conservation easement over the affected wetland area in favor of the permitting agencies. The Wetland Mitigation Area (as finally defined in the revised permit) will be managed and maintained by County as part of Acreage Pines Natural Area at County's expense.

8. The parties acknowledge that the substantial majority of the Acreage Park and Preserve Property is subject to that certain Grant Award Agreement dated April 2, 2003 (R2003-0197) between Florida Communities Trust ("FCT") and County, as amended by Amendment 1 thereto dated February 20, 2006, (the "FCT Grant Award Agreement"), as recorded in Official Records Book 15200, Page 1722 and Official Records Book 20273, Page 992, Public Records of Palm Beach County, the terms of which are incorporated herein by reference. Pursuant to the FCT Grant Award Agreement, County provided and FCT approved a Management Plan for ACP SOUTH and Acreage Pines Natural Area. The parties covenant and agree that all development, maintenance and use activities conducted by County and ITID shall be consistent with the FCT Grant Award Agreement and the Management Plan. The parties further agree that any amendment and/or modification of this Interlocal Agreement, the FCT Grant



Award Agreement, or the Management Plan shall be subject to review and approval by FCT.

9. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida or of ITID's governmental authority as an independent special district of the State of Florida.

10. This Second Amendment to Interlocal Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Board of Supervisors of ITID, and shall become effective only upon approval by both Boards and upon the filing of a fully executed original signed by both parties with the Clerk of Circuit Court, as provided in section 163.01(11), Florida Statutes.

11. Except as modified by the First Amendment and this Second Amendment, the Interlocal Agreement remains unrevised and in full force and effect, and the Parties hereby ratify, confirm, and adopt the Interlocal Agreement as amended hereby. (Hereafter, the Interlocal Agreement, the First Amendment thereto and this Second Amendment thereto shall be identified as and may be referred to collectively as the "Interlocal Agreement").


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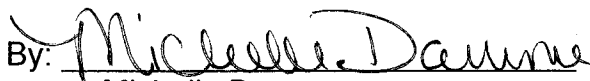
IN WITNESS WHEREOF, the parties have set their hands and seals on the dates set forth below.

Executed by ITID this 14<sup>th</sup> day of July, 2010

ATTEST:

**INDIAN TRAIL IMPROVEMENT DISTRICT**

  
Mary M. Viator, Secretary

By:   
Michelle Damone

Its President

{District Seal}

Executed by County this \_\_\_\_\_ day of \_\_\_\_\_, 2010

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER

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

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

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

{County Seal}

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

By:   
Department Director

**LIST OF EXHIBITS**

- EXHIBIT "A"            CONCEPTUAL MASTER PLAN: ACREAGE PARK AND PRESERVE PROPERTY**
- EXHIBIT "B"            SUMMARY SKETCH OF PARCELS COMPRISING THE ACREAGE PARK AND PRESERVE PROPERTY**
- EXHIBIT "C"            SKETCH AND LEGAL DESCRIPTION: ACP NORTH**
- EXHIBIT "D"            LEGAL DESCRIPTION: LIBRARY PARCEL**
- EXHIBIT "E"            COUNTY DEED**
- EXHIBIT "F"            LIBRARY PARCEL LEASE – ACP SOUTH**
- EXHIBIT "G"            SECOND AMENDMENT TO AGREEMENT OF LEASE – ACP SOUTH**
- EXHIBIT "H"            IMPROVEMENTS WITHIN RELEASE PARCEL AND ACP NORTH**
- EXHIBIT "I"            IMPROVEMENTS WITHIN ACP SOUTH AND NATURAL AREA**
- EXHIBIT "J"            ACREAGE PINES NATURAL AREA -- PROPOSED WETLAND MITIGATION AREA**

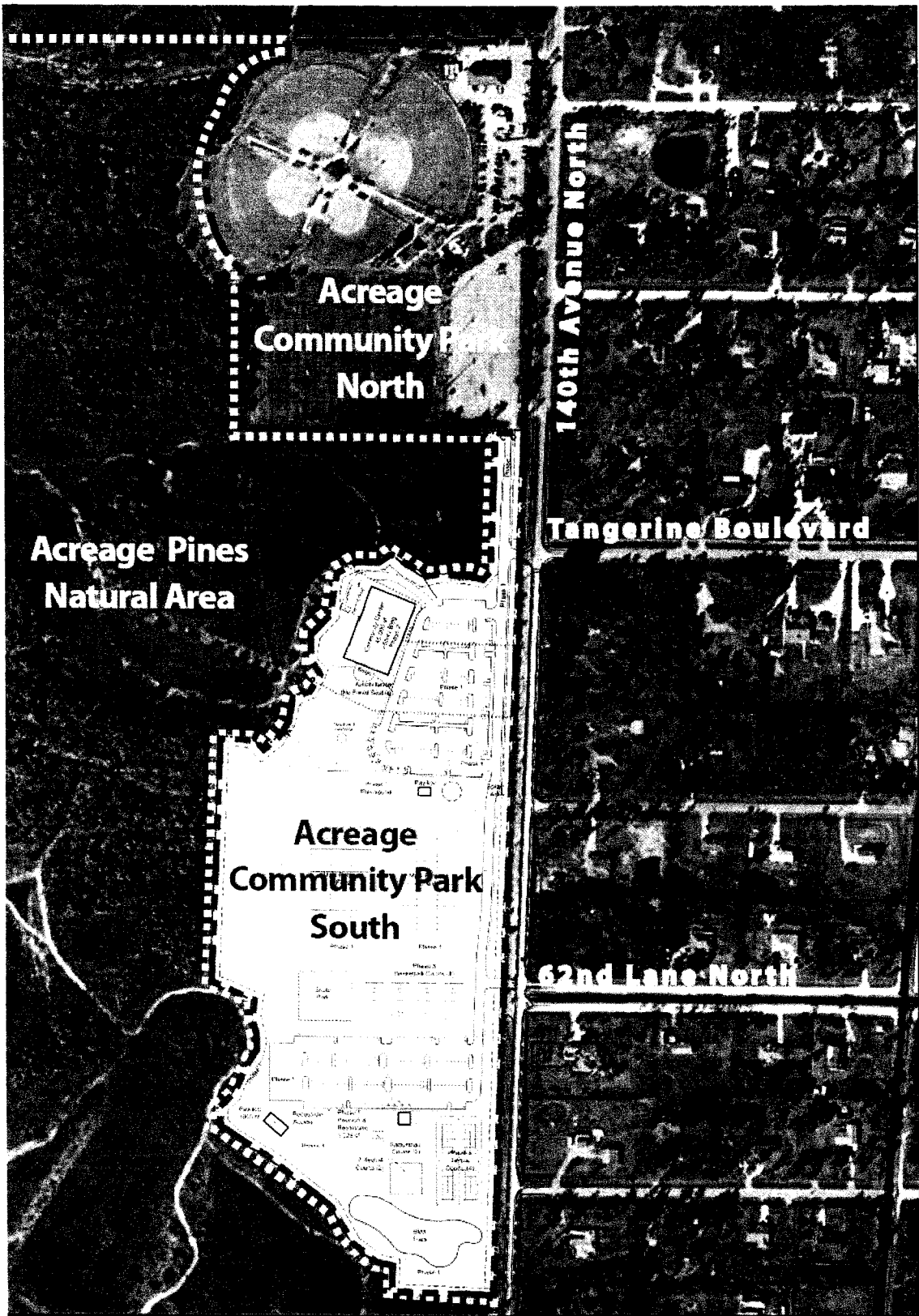
**EXHIBIT "A"**

**REVISED CONCEPTUAL MASTER PLAN:  
ACREAGE PARK AND PRESERVE PROPERTY**



**Conceptual Master Plan for Acreage Community Park Expansion  
& Acreage Pines Natural Area**  
Palm Beach County, Florida

urban  
design  
kilgus  
STUDIOS



**Conceptual Master Plan for Acreage Community Park Expansion  
& Acreage Pines Natural Area**  
Palm Beach County, Florida

urban  
design  
kilday  
STUDIOS

EXHIBIT "B"

SKETCH OF PARCELS COMPRISING THE  
ACREAGE PARK AND PRESERVE PROPERTY

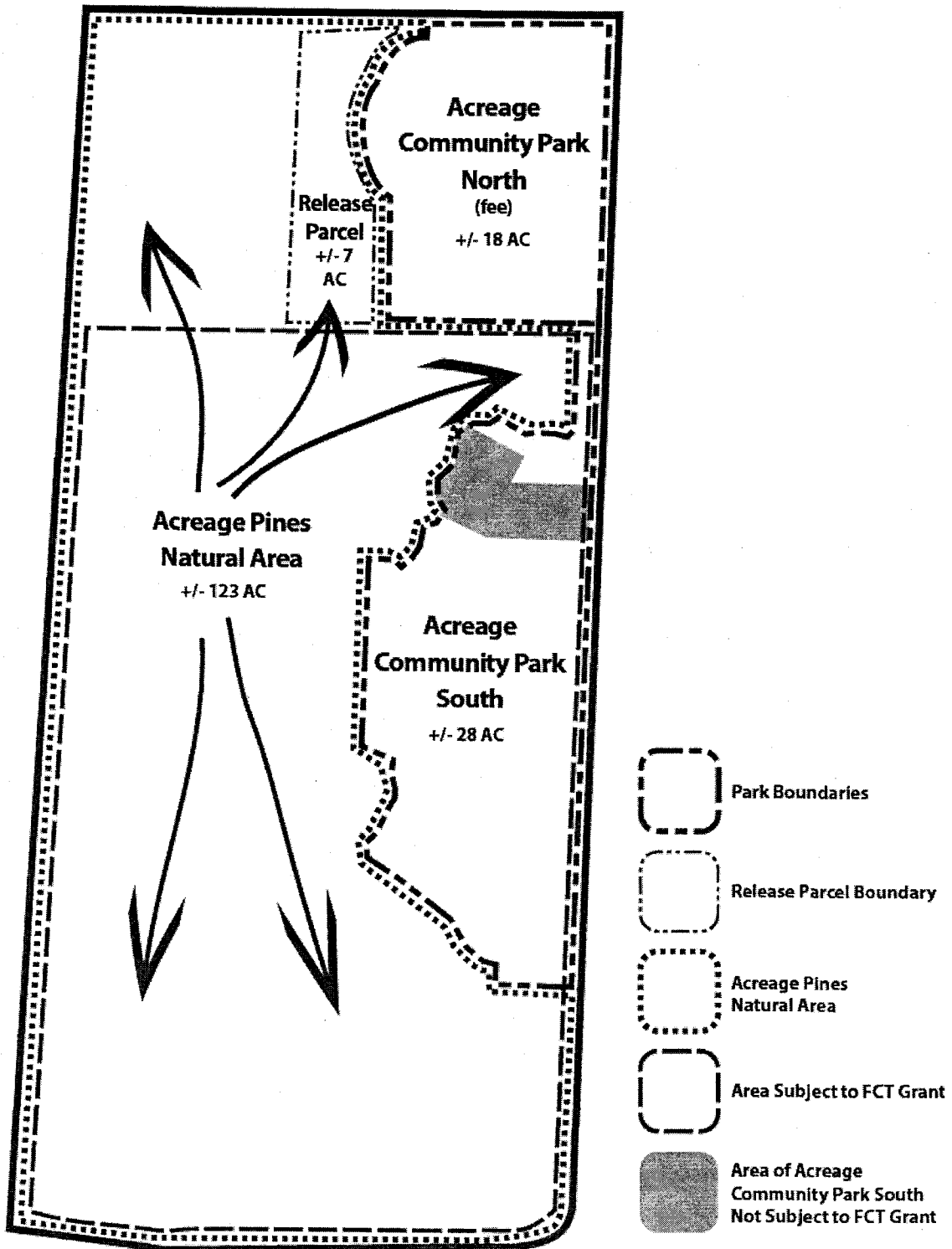
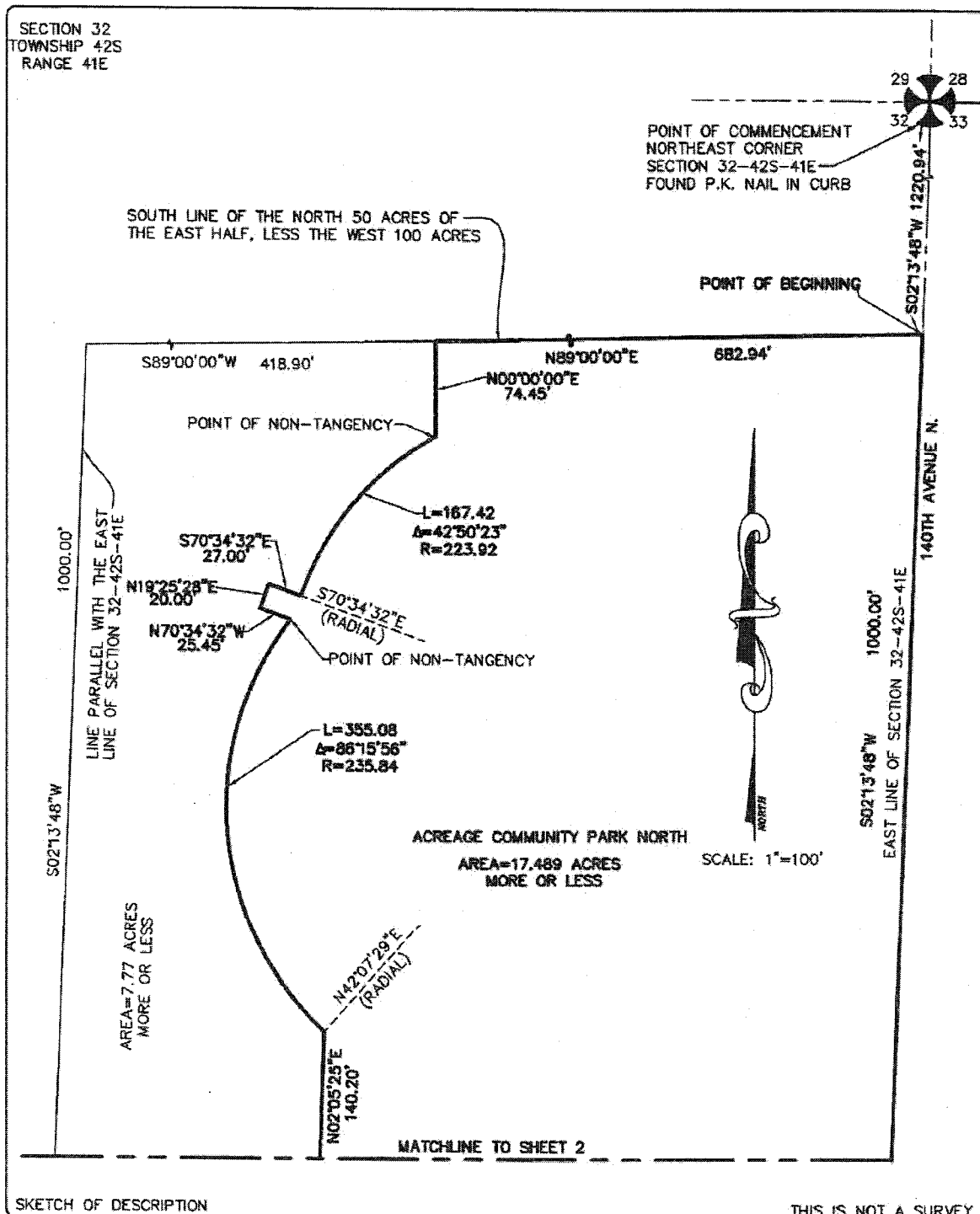


EXHIBIT "C"

LEGAL DESCRIPTION & SKETCH: ACP NORTH



SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

SHEET NO.	1	DATE	07/16/2018
	2	SCALE	1"=100'
JOB NO. 91084.2H		CAD FILE	91084
		PROJECT	91084
		DRAWN	STAFF
	CHECKED	G. RASER	

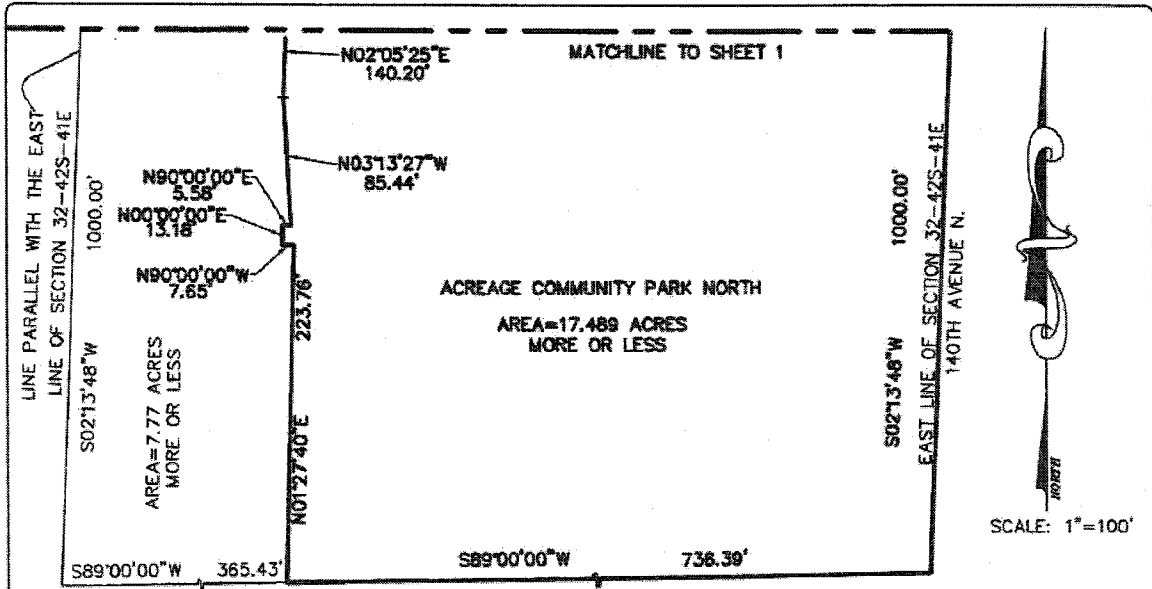
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ACREAGE COMMUNITY PARK NORTH

A High Standard of Excellence

101 DELWOOD ROAD, WEST PALM BEACH, FLORIDA 33412  
PH (561) 965-1184 • FAX (561) 965-6920 • WWW.ENGENUITYGROUP.COM





SCALE: 1"=100'

**BEARING BASE:**

THE EAST LINE OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST IS TAKEN AS BEING S02°13'48"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, RUN ALONG THE EAST LINE OF SAID SECTION 32, S02°13'48"W A DISTANCE OF 1220.94 FEET TO THE POINT OF INTERSECTION OF SAID EAST SECTION LINE WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32, AND POINT OF BEGINNING.

THENCE CONTINUE S02°13'48"W ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 1000.00 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32; THENCE S89°00'00"W ALONG SAID PARALLEL LINE A DISTANCE OF 738.39 FEET; THENCE N01°27'40"E A DISTANCE OF 223.76 FEET; THENCE N90°00'00"W A DISTANCE OF 7.65 FEET; THENCE N00°00'00"E A DISTANCE OF 13.18 FEET; THENCE N90°00'00"E A DISTANCE OF 5.58 FEET; THENCE N03°13'27"W A DISTANCE OF 85.44 FEET; THENCE N02°05'25"E A DISTANCE OF 140.20 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS N42°07'29"E AND HAVING A RADIUS OF 235.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'56" A DISTANCE OF 355.08 FEET TO THE POINT OF NON-TANGENCY; THENCE N70°34'32"W A DISTANCE OF 25.45 FEET; THENCE N19°25'28"E A DISTANCE OF 20.00 FEET; THENCE S70°34'32"E A DISTANCE OF 27.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S70°34'32"E AND HAVING A RADIUS OF 223.92 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°50'23" A DISTANCE OF 167.42 FEET TO A POINT OF NON-TANGENCY; THENCE N00°00'00"E A DISTANCE OF 74.45 FEET; THENCE N89°00'00"E ALONG THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SAID SECTION 32, A DISTANCE OF 682.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 761,838 SQUARE FEET OR 17.489 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

GARY RAGER, P.S.M. 4828  
STATE OF FLORIDA  
LB #6603

THIS IS NOT A SURVEY

**SKETCH OF DESCRIPTION**

JOB NO. 9530428	DATE	07/16/2010
	SCALE	1"=100'
CHECKED	CAD FILE	95094
	PROJECT	95094
	DRAWN	STAFF
	CHECKED	G. RAGER

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MAPPER REPRESENTING  
GENUINITY GROUP, INC.

**ACREAGE COMMUNITY  
PARK NORTH**



**EXHIBIT "D"**

**LEGAL DESCRIPTION:  
LIBRARY PARCEL**

**PARCEL "B", PRATT AND ORANGE MUPD**, according to the Plat thereof recorded in Plat Book 89, Pages 59-60, Official Records of Palm Beach County, Florida

**EXHIBIT "E"**

**COUNTY DEED**

PREPARED BY AND RETURN TO:

\_\_\_\_\_  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-41-42-32-00-000-1010

Closing Date: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

---

**COUNTY DEED**

This **COUNTY DEED**, made \_\_\_\_\_, 2010 by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, whose legal mailing address is 13476 61st Street North, West Palm Beach, FL 33412, "Indian Trail".

**WITNESSETH:**

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Indian Trail, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Indian Trail, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof.

**Saving and reserving unto County a non-exclusive easement upon, over and across the property legally described in Exhibit "B" attached hereto for the purposes of access, ingress and egress for maintenance of County's adjoining land.**

**County hereby specifically does not reserve, and waives, relinquishes and releases all reservations of phosphate, minerals, metals, and petroleum rights, title, interests and privileges in the above-described real property, as provided in Section 270.11, Florida Statutes."**

**The property hereby conveyed shall be used and maintained solely and exclusively for parks and recreation purposes (including improvements and facilities accessory, incidental or appurtenant thereto) and for no other purposes without the prior written consent of County.**

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

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

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

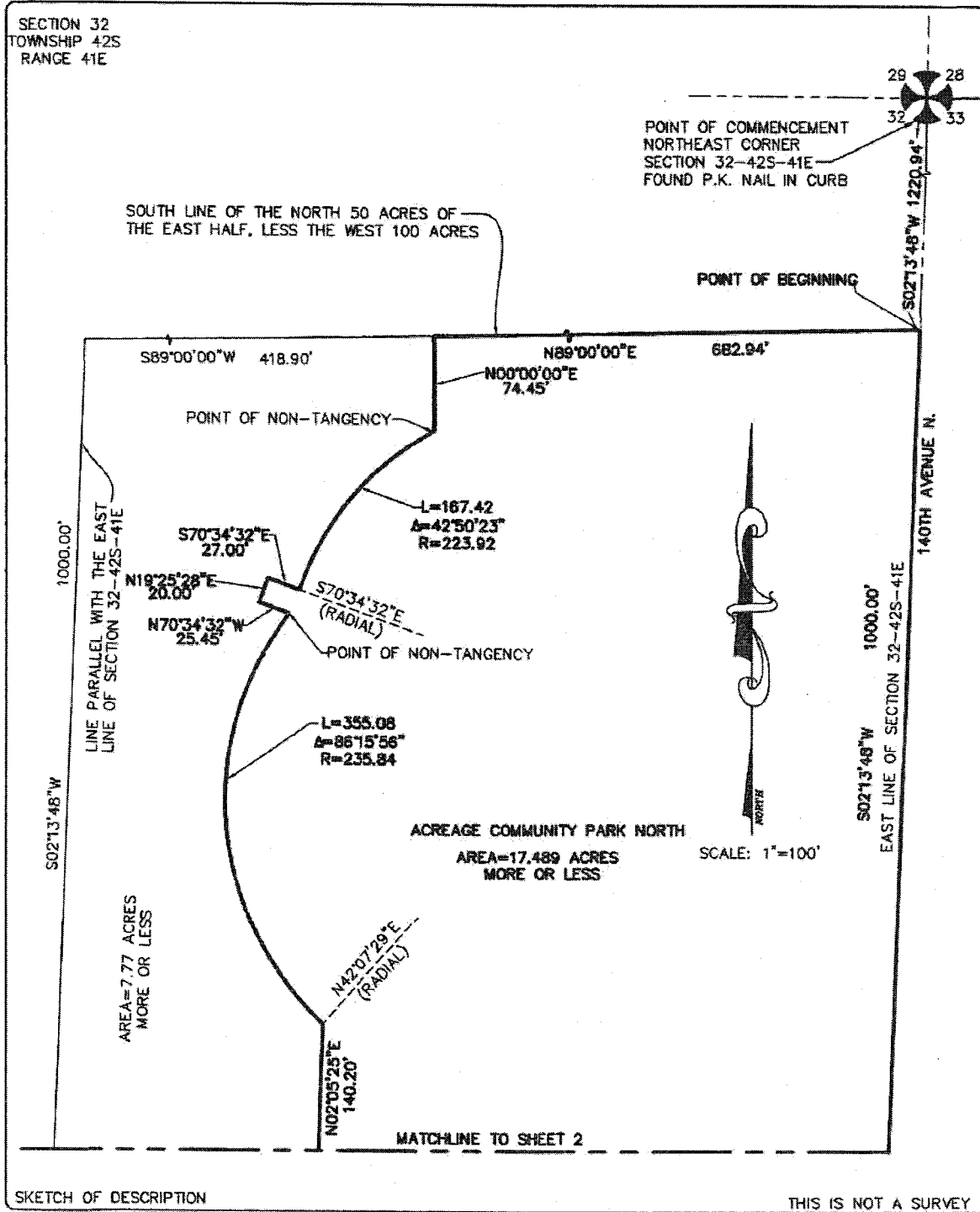
By: \_\_\_\_\_  
Burt Aaronson, Chair

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

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

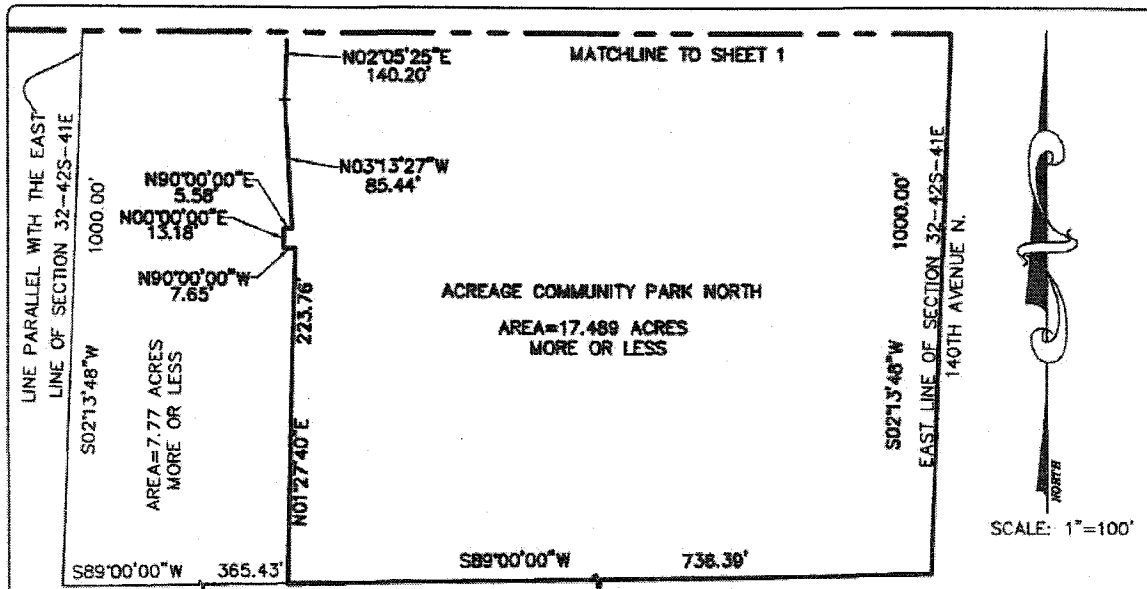
**Exhibit "A"**  
**LEGAL DESCRIPTION AND SKETCH**  
**ACREAGE COMMUNITY PARK NORTH**



SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

1 2	DATE	07/16/2010	©COPYRIGHT 2010 BY ENGINEERING GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. UNLESS NOTED AND SEALED BY A REGISTERED PROFESSIONAL SURVEYOR AND HAVING ENDORSEMENT ENGINEERING GROUP, INC.
	SCALE	1"=100'	
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	PROJECT	B1004	
JOB NO. 910842H	DRAWN	STAF	
	CHECKED	D. RAGER	

124 BELLEVUE ROAD, WEST PALM BEACH, FLORIDA 33411  
 PH (561) 855-1181 • FAX (561) 855-6200 • WWW.ENGINEERINGGROUP.COM



SCALE: 1"=100'

**BEARING BASE:**

THE EAST LINE OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST IS TAKEN AS BEING S02°13'48"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, RUN ALONG THE EAST LINE OF SAID SECTION 32, S02°13'48"W A DISTANCE OF 1220.94 FEET TO THE POINT OF INTERSECTION OF SAID EAST SECTION LINE WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32, AND POINT OF BEGINNING.

THENCE CONTINUE S02°13'48"W ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 1000.00 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32; THENCE S89°00'00"W ALONG SAID PARALLEL LINE A DISTANCE OF 736.39 FEET; THENCE N01°27'40"E A DISTANCE OF 223.76 FEET; THENCE N90°00'00"W A DISTANCE OF 7.65 FEET; THENCE N00°00'00"E A DISTANCE OF 13.18 FEET; THENCE N90°00'00"E A DISTANCE OF 5.58 FEET; THENCE N03°13'27"W A DISTANCE OF 85.44 FEET; THENCE N02°05'25"E A DISTANCE OF 140.20 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS N42°07'29"E AND HAVING A RADIUS OF 235.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'56" A DISTANCE OF 355.08 FEET TO THE POINT OF NON-TANGENCY; THENCE N70°34'32"W A DISTANCE OF 25.45 FEET; THENCE N19°25'28"E A DISTANCE OF 20.00 FEET; THENCE S70°34'32"E A DISTANCE OF 27.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S70°34'32"E AND HAVING A RADIUS OF 223.82 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°50'23" A DISTANCE OF 167.42 FEET TO A POINT OF NON-TANGENCY; THENCE N00°00'00"E A DISTANCE OF 74.45 FEET; THENCE N89°00'00"E ALONG THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SAID SECTION 32, A DISTANCE OF 682.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 761,838 SQUARE FEET OR 17.489 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

GARY RAGER, P.S.M. 4828  
STATE OF FLORIDA  
LB #6603

THIS IS NOT A SURVEY

**SKETCH OF DESCRIPTION**

SHEET NO.	2
	2
DATE	07/16/2010
SCALE	1"=100'
JOB NO.	9103428
DRAWN	STBT
CHECKED	G. RAGER

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GENUINITY GROUP, INC.

ACREAGE COMMUNITY  
PARK NORTH



1201 BELLEVILLE ROAD, WEST PALM BEACH, FLORIDA 33415  
TEL: 561.833.4111 • FAX: 561.833.4100 • WWW.GENUINITYGROUP.COM

**Exhibit "B"**  
**EASEMENT FOR ACCESS, INGRESS AND EGRESS**

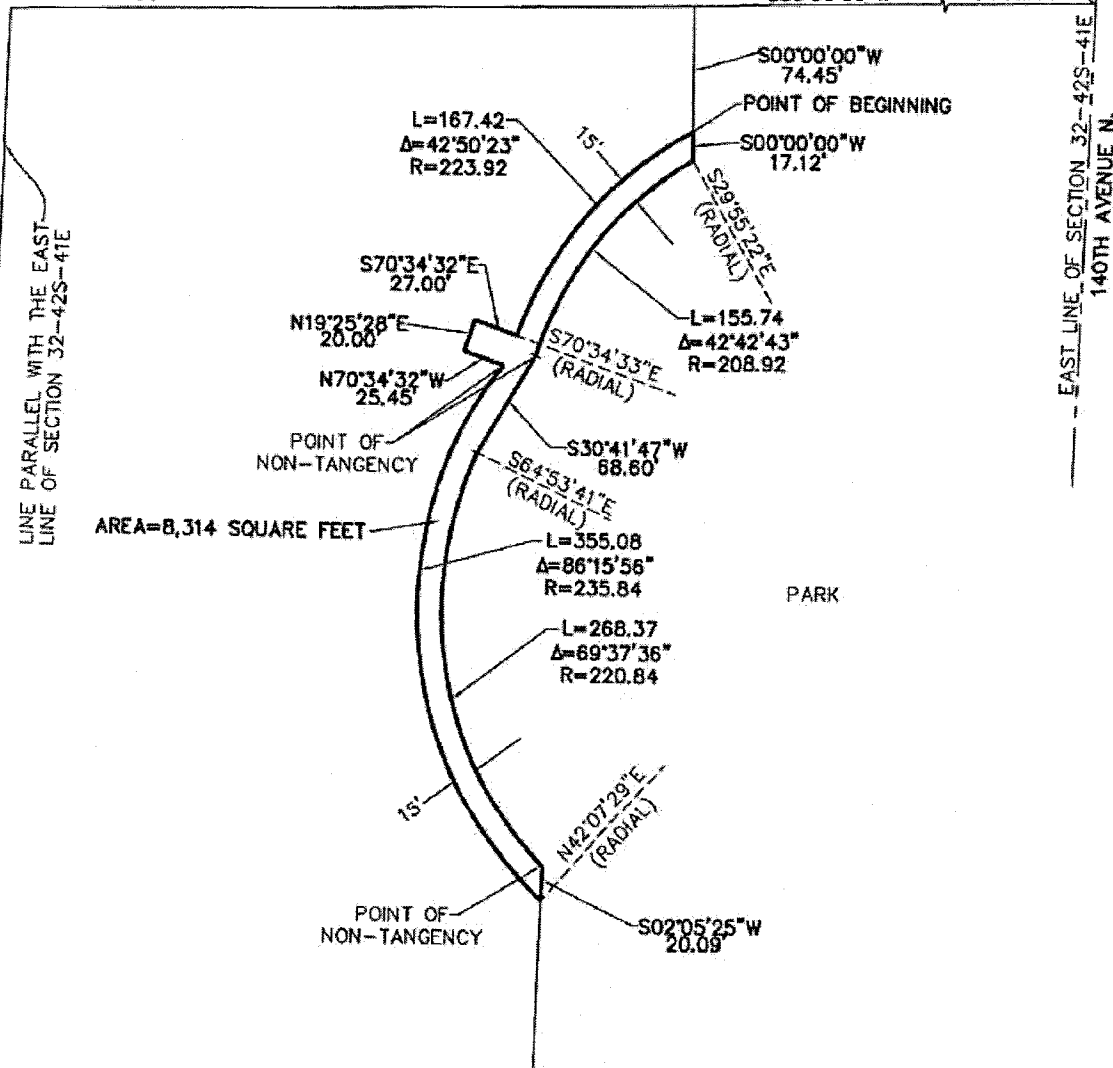
SECTION 32  
TOWNSHIP 42S  
RANGE 41E

**BEARING BASE:**  
THE EAST LINE OF SECTION 32, TOWNSHIP 42  
SOUTH, RANGE 41 EAST IS TAKEN AS BEING  
S02°13'48"W AND ALL OTHER BEARINGS ARE  
RELATIVE THERETO.

POINT OF COMMENCEMENT  
NORTHEAST CORNER  
SECTION 32-42S-41E  
FOUND P.K. NAIL IN CURB

SOUTH LINE OF THE NORTH 50 ACRES OF  
THE EAST HALF, LESS THE WEST 100 ACRES

SCALE: 1"=100'



AREA=8,314 SQUARE FEET

PARK

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

S K E T C H O F D E S C R I P T I O N	1	DATE	04/06/2008
	2	SCALE	1"=100'
		CAD FILE	91084
		PROJECT	91084
		DRAWN	STAFF
		CHECKED	C. RAJUR

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**ACREAGE COMMUNITY PARK  
ACCESS EASEMENT**

A Right Based Land of Experts  
**engenuity**  
group inc.  
1201 BELMONT ROAD, WEST PALM BEACH, FLORIDA 33408  
PH. (561) 855-1151 • FAX (561) 855-1520 • WWW.ENGUINITYGROUP.COM



**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, RUN ALONG THE EAST LINE OF SAID SECTION 32, S02°13'48"W A DISTANCE OF 1220.94 FEET TO THE POINT OF INTERSECTION OF SAID EAST SECTION LINE WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32, THENCE ALONG SAID SOUTH LINE S89°00'00"W A DISTANCE OF 682.93 FEET; THENCE LEAVING SAID SOUTH LINE S00°00'00"W A DISTANCE OF 74.45 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S00°00'00"W A DISTANCE OF 17.12 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S29°55'22"E AND HAVING A RADIUS OF 208.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°42'43" A DISTANCE OF 155.74 FEET TO THE POINT OF NON-TANGENCY; THENCE S30°41'47"W A DISTANCE OF 68.60 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS S64°53'41"E AND HAVING A RADIUS OF 220.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°37'36" A DISTANCE OF 268.37 FEET TO A POINT OF NON-TANGENCY; THENCE S02°05'25"W A DISTANCE OF 20.09 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS N42°07'29"E AND HAVING A RADIUS OF 235.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'56" A DISTANCE OF 355.08 FEET TO A POINT OF NON-TANGENCY; THENCE N70°34'32"W A DISTANCE OF 25.45 FEET; THENCE N19°25'28"E A DISTANCE OF 20.00 FEET; THENCE S70°34'32"E A DISTANCE OF 27.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S70°34'33"E AND HAVING A RADIUS OF 223.92; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°50'23" A DISTANCE OF 167.42 TO THE POINT ON NON-TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 8,314 SQUARE FEET MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

GARY RAGER, P.S.M. 4828  
STATE OF FLORIDA  
LB #6603

THIS IS NOT A SURVEY

SKETCH OF DESCRIPTION

2	DATE	04/09/2009
	SCALE	1"=100'
2	CAD FILE	91084
	PROJECT	91084
JOB NO. 91084.211	DRAWN	STAFF
	CHECKED	G. RAGER

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**EXHIBIT "F"**

**LIBRARY PARCEL LEASE**

**AGREEMENT OF LEASE**

**THIS AGREEMENT OF LEASE** (the "Lease") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereafter referred to as ("County") and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended (hereafter referred to as "ITID").

**WITNESSETH:**

**WHEREAS**, ITID and County entered into an Interlocal Agreement dated January 9, 2001(R2001-0128), as amended by the First Amendment to Interlocal Agreement dated March 25, 2003 (R2003-0421) and the Second Amendment to Interlocal Agreement of even date herewith (the "Interlocal Agreement"); and

**WHEREAS**, the Interlocal Agreement contemplates that County will convey ACP North to ITID and extend the Term of the Lease of ACP South (as both terms are defined therein) in exchange for ITID leasing the Library Parcel to County; and

**WHEREAS**, County has conveyed ACP North to ITID and extended the Term of the Lease of ACP South.

**NOW, THEREFORE**, in consideration of the conveyance of ACP North, extension of the Lease of ACP South, the rents, mutual covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

**ARTICLE I**  
**RECITALS**

The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Interlocal Agreement.

**ARTICLE II**  
**BASIC LEASE PROVISIONS**

**Section 2.01 Premises.**

In consideration of the rents, mutual covenants and agreements set forth herein on the part of County and ITID to be observed and performed, ITID demises and leases to County, and County rents and leases from ITID, the approximately 6.6 acres of real property legally described in **Exhibit "A"**, attached hereto and made a part hereof, together with any and all

improvements now existing or hereafter constructed thereon from time to time during the Term of this Lease (collectively, the "Premises").

Section 2.02 Length of Term and Commencement Date.

This Lease shall be effective upon the Effective Date as defined hereafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and shall extend for a period of Twenty-Five (25) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Upon termination of this Lease, the Premises shall be surrendered in accordance with the provisions of Section 5.05 hereof and the terms of this Lease.

ITID hereby grants County two (2) successive options to extend the term of this Lease, each for a period of twenty-five (25) years. Provided County is not then in default of the terms of this Lease, such options shall automatically be exercised unless County shall provide ITID written notice of its intention not to extend the term of this Lease.

Section 2.03 Incorporation of Interlocal Agreement.

Each and every one of the terms, covenants and conditions of the Interlocal Agreement are incorporated herein by reference and made a part hereof. A default under the Interlocal Agreement shall constitute a default under this Lease Agreement and a default under this Lease Agreement shall constitute a default under the Interlocal Agreement.

**ARTICLE III**  
**RENT**

Section 3.01 Annual Rent.

County shall pay ITID an annual net Rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice or demand on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to ITID, its successors in interest, or its assigns, and shall be delivered to ITID at the address set forth in Section 13.02 hereof.

Section 3.02 Ad Valorem Taxes and Assessments.

County shall pay or cause to be paid as they become due and prior to delinquency all legally imposed ad valorem taxes and assessments, whether general or special, which may be levied against the Premises and all legally imposed personal property taxes which may be levied against County's personal property located on the Premises. In the event this Lease or County's use of the Premises renders the Premises subject to ad valorem real property taxes, non-ad valorem assessments, or similar impositions imposed by any governmental entity, County shall be responsible for and shall pay or cause to be paid the same when due and before delinquency.

**ARTICLE IV**  
**CONSTRUCTION AND ALTERATIONS**

Section 4.01 Acceptance of Premises by County.

County has inspected the Premises and accepts the same "As Is", in its existing condition together with any defects, if any, subject to all matters of record, if any. County further acknowledges that ITID has made and hereby makes no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises and any improvements or equipment located thereon, or any encumbrances thereon.

Section 4.02 Construction by County.

All of County's construction and improvements on the Premises shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion and in accordance with the terms of this Lease. Prior to any work being commenced on the Premises, County shall cause to be issued a public construction payment and performance bond in accordance with the provisions of Florida Statutes Section 255.05 in an amount equal to the total cost of said construction work which is acceptable to ITID. Such bond shall name ITID as an additional obligee thereunder. In the event that any construction lien or other lien or charge is filed or recorded against the Premises in connection with any work performed by or on behalf of County, County shall satisfy such lien, or cause such lien to be satisfied or removed from the Premises, or shall transfer same to security within fifteen (15) days from the date of filing of such lien.

**ARTICLE V**  
**CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 5.01 Use of Premises.

A. County shall use and occupy the Premises solely for construction and operation of a branch County public library, and appurtenant facilities and improvements, and for no other purpose without the prior written consent of ITID.

B. County shall not sublet the Premises, in whole or in part, and shall not assign or transfer this Lease, or any interest in it, without ITID's prior written consent in its sole discretion.

Section 5.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect ITID's fee simple interest in the Premises or which results in any unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers until removed. County will keep the access to the

Premises, the parking areas and other contiguous areas to the Premises free and clear of all obstructions.

Section 5.03 Governmental Regulations.

County shall comply with all applicable ordinances, laws, statutes and regulations promulgated by county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County or its use of the Premises, or the Premises, generally including, but not limited to, that certain Consent Agreement and Final Order between the United States Environmental Protection Agency and the Indian Trail Improvement District, Docket No. CWA-04-2010-5501(b), dated on or about January 8, 2010, and that certain Consent Agreement and Order between the South Florida Water Management District and the Indian Trail Improvement District, Order No. SFWMD 2009 312 CO ERP, dated on or about December 10, 2009 and including any mitigation. County shall not use maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law.

Section 5.04 Non-Discrimination.

County shall assure and certifies that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease. County warrants that the facilities to be constructed and operated upon the Premises will be public facilities and that the same shall be open to and available for use by all residents and landowners of ITID on the same cost and availability basis as to other residents of Palm Beach County.

Section 5.05 Surrender of Premises.

Upon expiration or earlier termination of this Lease, County shall peaceably and quietly surrender possession of the Premises, including all improvements located thereon, to ITID.

Section 5.06 No Encumbrances.

Except as may be otherwise provided herein, County may not assign, mortgage, pledge or encumber this Lease in whole, or in part, nor grant any easements affecting the Premises, without prior written consent of ITID, which may be granted or withheld at ITID's absolute discretion. Notwithstanding the foregoing, ITID shall consent to and/or grant easements in favor of utility providers for utilities reasonably required to service the library

**ARTICLE VI**  
**REPAIRS AND MAINTENANCE OF PREMISES**

**Section 6.01 Responsibility of County and ITID.**

ITID shall not be obligated or required to make or conduct or pay for any maintenance or repairs whatsoever to the Premises. County shall keep and maintain all portions of the Premises and all improvements currently existing or constructed hereafter on or about the Premises, in good condition and repair, at County's sole cost and expense. ITID and ITID's employees and agents shall have the right, upon reasonable prior notice to County (except that no notice need be given in case of emergency as so determined in the sole discretion of ITID) to enter the Premises including any buildings thereon for the purpose of inspection of the Premises and the improvements located thereon or for any purpose under this Lease. Any such entrance into the Premises shall be conducted by ITID in a manner calculated to minimize interference with or disruption of County's operations within the Premises.

**Section 6.02 Damage to or Destruction of Improvements.**

In the event the library building, facilities, or other improvements constructed in, over, under, or upon the Premises are partially or totally damaged or destroyed by fire, hurricane, casualty, or any other cause, County shall have the option, in its sole discretion, to repair, replace, reconstruct, or restore them. Any such repair or restoration activities shall be in accordance with the purposes of this Lease and performed promptly in a proper and competent manner at County's sole cost and expense and without cost to ITID. If County elects not to repair or restore the building and improvements, County shall promptly demolish and completely remove the damaged buildings and improvements and restore the Premises to a condition substantially similar to that which existed prior to the execution of this Lease, whereupon this Lease shall be immediately terminated.

**ARTICLE VII**  
**UTILITIES**

County shall be solely responsible for all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, telephone, cable, trash collection and removal or any other utility service used or consumed on the Premises.

**ARTICLE VIII**  
**INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., County acknowledges and represents that County is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature of the State of Florida.

**ARTICLE IX  
INDEMNIFICATION**

Each party shall be liable for its own actions, omissions, and negligence and, to the extent permitted by law, ITID shall indemnify, defend and hold harmless County against any actions, claims or damages arising out of ITID's actions, omissions or negligence in connection with this Lease, and County shall indemnify, defend and hold harmless ITID against any action, claims or damages arising out of County's actions, omissions or negligence in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, F.S., nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions.

**ARTICLE X  
DEFAULT OF COUNTY**

Section 10.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default (an "Event of Default") by County under this Lease: (i) County's failure to pay any sum due hereunder within thirty (30) days after notice the same is due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in this Lease on County's part to be performed or observed (except for failure to pay monetary amounts) if such failure continues for more than sixty (60) days after notice from ITID, unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time and thereafter while the Event of Default continues, ITID shall have the right to give County notice that ITID intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the said thirty (30) day period and ITID is so notified pursuant to the notice provisions in this Lease, this Lease will continue.

**ARTICLE XI  
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Board of County Commissioners.

**ARTICLE XII  
QUIET ENJOYMENT**

Upon payment by County of the Annual Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by ITID or any other

person or persons lawfully or equitably claiming by, through or under ITID, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIII**  
**MISCELLANEOUS**

**Section 13.01 Entire Agreement.**

This Lease and any Exhibit attached hereto and incorporated herein, constitute all agreements, conditions and understandings between ITID and County concerning the Lease of the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon ITID or County unless reduced to writing and signed by both parties to this Lease.

**Section 13.02 Notices.**

Any consents, approvals and permissions by ITID or County shall be effective and valid only if in writing, and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail, return receipt requested, addressed:

If to COUNTY at:

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

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

If to ITID at:

District Administrator  
Indian Trail Improvement District  
13476 61<sup>st</sup> Street North  
West Palm Beach, FL 33412

With a copy to:



Charles F. Schoech, Esquire  
Caldwell Pacetti Edwards Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, FL 33401

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 13.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 13.04 Broker's Commission.

Each of the parties represents and warrants to the other that they have not engaged, consulted, dealt with any real estate salesperson, agent, finder or broker in any manner whatsoever in connection with this Lease.

Section 13.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the prior written consent and joinder of ITID.

Section 13.06 Waiver of Jury Trial.

**THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDINGS OR COUNTER CLAIM, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.**

Section 13.07 Governing law and Venue.

This Lease shall be governed by and interpreted according to the Laws of the State of Florida and venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 13.08 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in

Florida. Additional information regarding radon and radon testing may be obtained from County's Public Health Unit.

Section 13.09 Time of Essence.

Time is of the essence with respect to the performance of every material provision of this Lease Agreement in which time of performance is a factor.

Section 13.10 Waiver, Accord and Satisfaction.

The waiver by either party of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by ITID, to or of any act by County requiring ITID's consent or approval, shall not be deemed to waive or render unnecessary ITID's consent to or approval of any subsequent similar act by County.

Section 13.11 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or 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.

Section 13.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease 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 Lease and the same shall remain in full force and effect.

Section 13.13 Incorporation by References.

All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 13.14 Effective Date of Agreement.

This Lease is expressly contingent upon approval of this Lease by the Palm Beach County Board of County Commissioners and by the Board of Supervisors of ITID, and shall become effective only when both this Lease and the Interlocal Agreement are signed by all parties, and the evidence thereof is communicated and delivered in writing to all parties hereunder.

Section 13.15 Signage

Library identification or memorial signage shall include recognition of ITID including the ITID seal and a list of ITID's supervisors in equal size or prominence with those of Palm Beach County's seal and officials.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement of Lease as of the day and year first above written.

Executed by ITID this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

**INDIAN TRAIL IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Mary M. Viator  
Its: Secretary

By: \_\_\_\_\_  
Michelle Damone  
Its: President

[DISTRICT SEAL]

Executed by COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

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

SHARON R. BOCK, CLERK & COMPTROLLER

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

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

[COUNTY SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

By: \_\_\_\_\_  
Department Director

**EXHIBIT "A"**

**PREMISES**

**PARCEL "B", PRATT AND ORANGE MUPD**, according to the Plat thereof recorded in Plat Book 89, Pages 59-60, inclusive, Official Records of Palm Beach County, Florida

**EXHIBIT "G"**

**SECOND AMENDMENT TO AGREEMENT OF LEASE**  
**(ACREAGE COMMUNITY PARK – SOUTH)**

**THIS SECOND AMENDMENT TO AGREEMENT OF LEASE** is made and entered into on \_\_\_\_\_, 2010, by and between **PALM BEACH COUNTY** a political subdivision of the State of Florida, hereinafter referred to as 'COUNTY' and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "TENANT".

**WITNESSETH:**

**WHEREAS**, on April 3, 2001, COUNTY, and TENANT entered a lease for the purpose of implementing and effectuating the provisions of the Interlocal Agreement (R2001-0128) dated January 9, 2001, by and between the COUNTY and TENANT (the "Lease"), which Lease was amended by First Amendment to Agreement of Lease dated March 25, 2003 (R-2003-0422); and

**WHEREAS**, the parties entered into a First Amendment to Interlocal Agreement dated January 9, 2001 (R-2001-0128) and contemporaneously herewith are entering into a Second Amendment to Interlocal Agreement; and

**WHEREAS**, pursuant to the Second Amendment to Interlocal Agreement the parties have agreed to reduce the size of and reconfigure the Premises leased to TENANT; and

**WHEREAS**, the parties have agreed to extend the Term of the Lease.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the COUNTY and TENANT hereby agree as follows:

1. The Premises leased to TENANT and subject to this Lease are hereby revised to include only that property legally described in **Exhibit "A"**, attached hereto (the "Premises").

2. The Term of the Lease is hereby extended for a period of twenty-five (25) years from the Effective Date of this Second Amendment to Agreement of Lease, and shall expire on August 16, 2035. County hereby grants ITID two successive options to extend the term of this Lease, each for a period of twenty-five (25) years. Provided Tenant is not then in default of the terms of this Lease, such options shall be automatically exercised unless Tenant shall provide County written notice of its intention not to extend the term of this Lease.

3. The parties acknowledge that the Premises (less a ±3 acre portion thereof) are subject to the Grant Award Agreement dated April 2, 2003 (R2003-0197) between Florida Communities Trust and COUNTY, as amended by Amendment 1 thereto dated February 20, 2006, (the "FCT Grant Award Agreement") as recorded in Official Records Book 15200, Page 1722, and Official Records Book 20273, Page 992, Public Records of Palm Beach County, Florida, the terms of which are incorporated herein by reference. Pursuant to the FCT Grant Award Agreement, County provided and FCT approved a Management Plan for the Premises and Acreage Pines Natural Area. The parties covenant and agree that all development, maintenance and use activities conducted by County and Tenant shall be consistent with the FCT Grant Award Agreement, the Management Plan and the Interlocal Agreement. The parties further agree that any amendment and/or modification of this Lease, the FCT Grant Award Agreement or the Management Plan shall be subject to review and approval by FCT.

4. Section 5.05 of the Lease is hereby replaced with the following:

Upon expiration or earlier termination of this Lease, Tenant shall peaceably and quietly surrender possession of the Premises to County.

5. Except as modified by the First Amendment and this Second Amendment, the Lease remains unrevised and in full force and effect, and the parties hereby ratify and confirm the Lease.

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

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the dates set forth below.

Executed by ITID this \_\_\_\_\_ day of \_\_\_\_\_, 2010

ATTEST:

**INDIAN TRAIL IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Mary M. Viator, Secretary

By: \_\_\_\_\_  
Michelle Damone

Its President

{District Seal}

Executed by County this \_\_\_\_\_ day of \_\_\_\_\_, 2010

ATTEST:

SHARON R. BOCK, CLERK &

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

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

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

{County Seal}

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: \_\_\_\_\_  
Department Director



**EXHIBIT "A"**

**LEGAL DESCRIPTION AND SKETCH  
ACREAGE COMMUNITY PARK – SOUTH**

**A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF (1/2) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE S02°13'40"W, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, AS A BASIS OF BEARINGS, A DISTANCE OF 2,220.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S02°13'40"W ALONG SAID LINE, A DISTANCE OF 404.28 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 32; THENCE S02°11'43"W, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 1,875.78 FEET; THENCE DEPARTING SAID EAST LINE N87°48'13"W, A DISTANCE OF 265.00 FEET; THENCE N02°11'49"E, A DISTANCE OF 72.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 31.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 33.00 FEET; THENCE N51°00'00"W, A DISTANCE OF 56.00 FEET; THENCE N29°27'04"W, A DISTANCE OF 112.42 FEET; THENCE N55°00'00"W, A DISTANCE OF 62.00 FEET; THENCE N51°46'17"W, A DISTANCE OF 148.30 FEET; THENCE N59°17'56"W, A DISTANCE OF 97.98 FEET; THENCE N49°07'59"W, A DISTANCE OF 55.66 FEET; THENCE N03°48'08"W, A DISTANCE OF 47.35 FEET; THENCE N48°26'49"E, A DISTANCE OF 51.88 FEET; THENCE N21°16'31"E, A DISTANCE OF 45.57 FEET; THENCE N34°48'47"E, A DISTANCE OF 70.17 FEET; THENCE N15°40'46"E, A DISTANCE OF 39.78 FEET; THENCE N13°36'05"W, A DISTANCE OF 62.38 FEET; THENCE N07°12'12"E, A DISTANCE OF 44.28 FEET; THENCE N67°38'44"W, A DISTANCE OF 124.54 FEET; THENCE N02°11'49"E A DISTANCE OF 650.85 FEET; THENCE S85°44'34"E A DISTANCE OF 85.41 FEET; THENCE S45°07'27"E, A DISTANCE OF 40.76 FEET; THENCE N51°50'11"E, A DISTANCE OF 43.84 FEET; THENCE N31°26'33"E A DISTANCE OF 53.27 FEET; THENCE N16°09'40"E, A DISTANCE OF 66.69 FEET; THENCE N65°25'28"E A DISTANCE OF 45.84 FEET; THENCE N26°23'27"E, A DISTANCE OF 52.06 FEET; THENCE N45°30'18"W, A DISTANCE OF 35.68 FEET; THENCE N06°06'50"E, A DISTANCE OF 77.71 FEET; THENCE N44°48'57"E, A DISTANCE OF 73.35 FEET; THENCE N02°24'35"E, A DISTANCE OF 62.29 FEET; THENCE N11°42'05"E, A DISTANCE OF 48.75 FEET; THENCE N66°24'20"E, A DISTANCE OF 63.74 FEET; THENCE N87°48'39"E, A DISTANCE OF 62.94 FEET; THENCE N47°00'40"E, A DISTANCE OF 31.59

FEET; THENCE S48°55'25"E, A DISTANCE OF 57.58 FEET; THENCE S59°28'54"E, A DISTANCE OF 50.49 FEET; THENCE N78°53'45"E, A DISTANCE OF 47.44 FEET; THENCE S89°02'10"E, A DISTANCE OF 61.61 FEET; THENCE S79°51'19"E, A DISTANCE OF 47.95 FEET; THENCE N43°31'14"E, A DISTANCE OF 27.45 FEET; THENCE N02°13'40"E, ALONG A LINE BEING 80.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 365.69 FEET TO A POINT ON THE SOUTH LINE OF "PINES WEST PARK" AS DESCRIBED IN OFFICIAL RECORD BOOK 9299, PAGE 1501 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE N89°00'00"E, ALONG SAID LINE, A DISTANCE OF 80.13 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES:

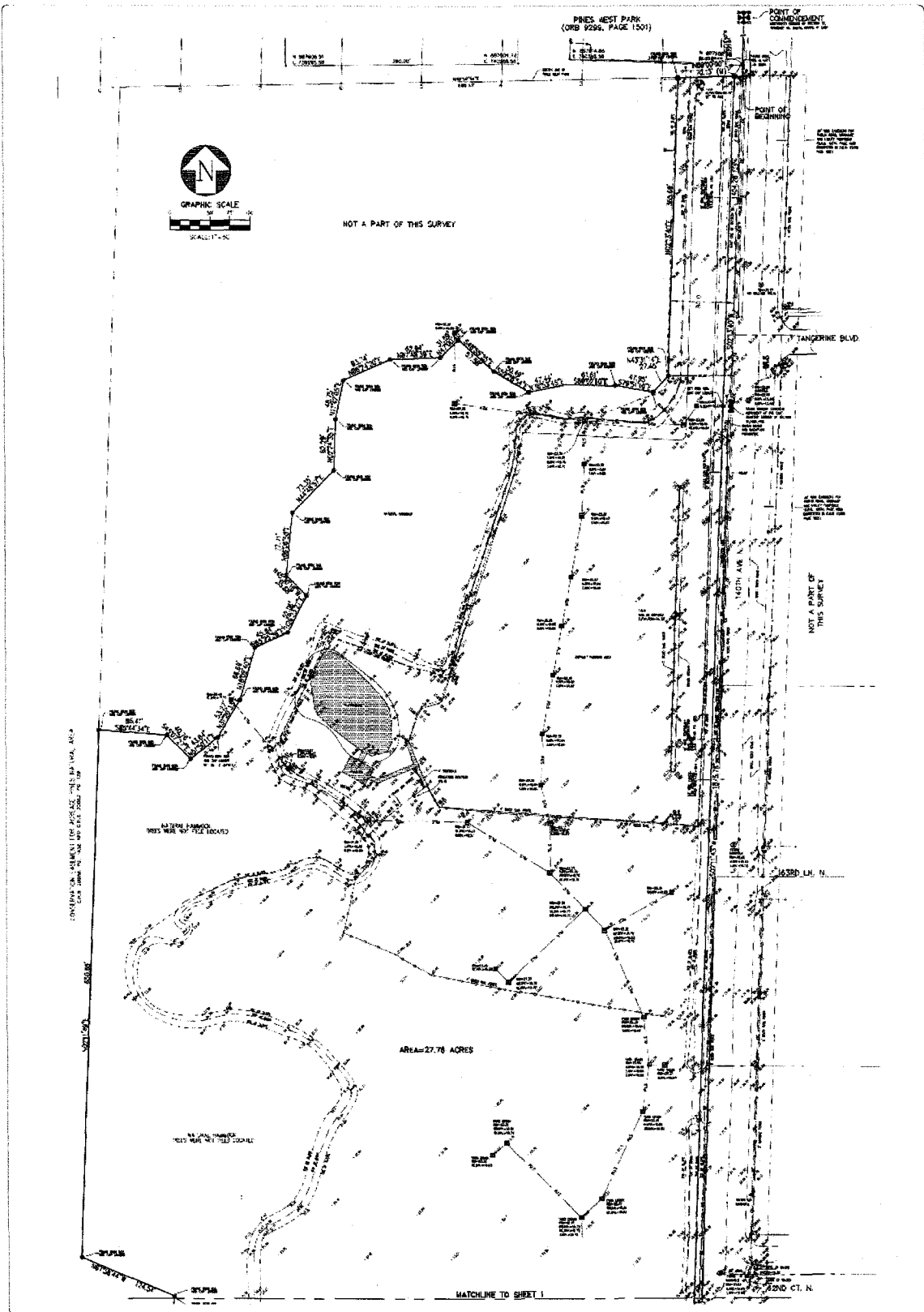
A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE ACREAGE COMMUNITY PARK EXPANSION PROPERTY RECORDED IN OFFICIAL RECORD BOOK 12274, PAGES 1974-1984, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 02°13'42" WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 2,220.84 FEET TO THE NORTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°13'42" WEST ALONG SAID EAST LINE, A DISTANCE OF 404.22 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 02°11'51" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1875.78 FEET TO THE SOUTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXTENSION PROPERTY; THENCE NORTH 87°48'09" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°11'51" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1875.78 FEET; THENCE NORTH 02°13'42" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 403.83 FEET; THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22,798 SQUARE FEET OR 0.5234 ACRES MORE OR  
LESS

CONTAINING 28.459 ACRES, MORE OR LESS.





NO.	REMARKS	BY

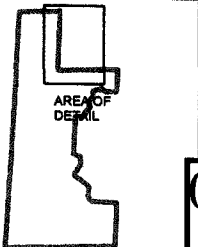
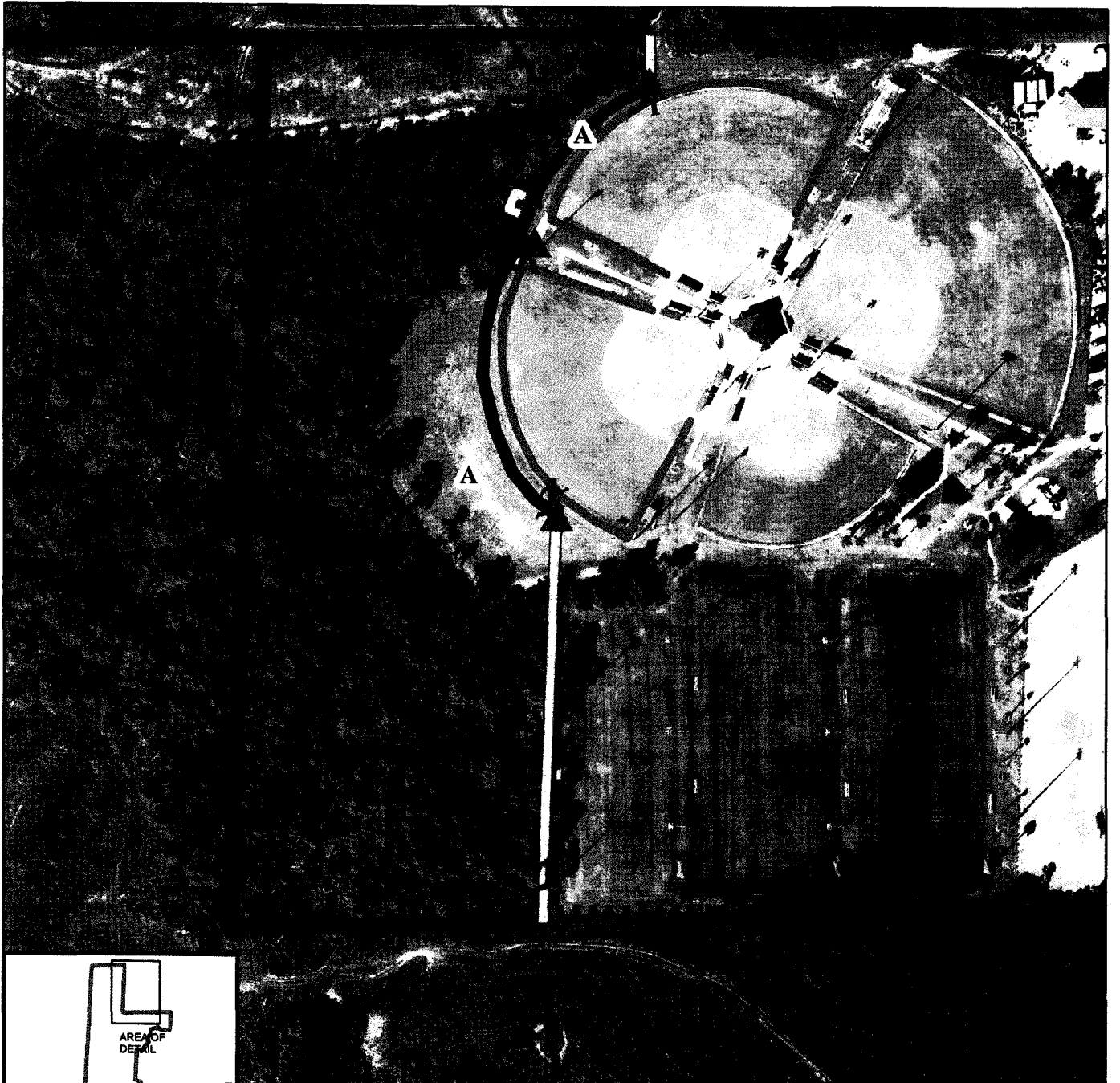


BOUNDARY AND TOPOGRAPHIC SURVEY FOR  
**INDIAN TRAIL IMPROVEMENT DISTRICT  
 ACREAGE COMMUNITY PARK ADDITION**

BOUNDARY AND TOPOGRAPHIC SURVEY FOR  
 ACREAGE COMMUNITY PARK ADDITION  
 PROJECT NO. 211  
 DATE: 4/14/2010  
 TIME: 11:35:16 AM EDT

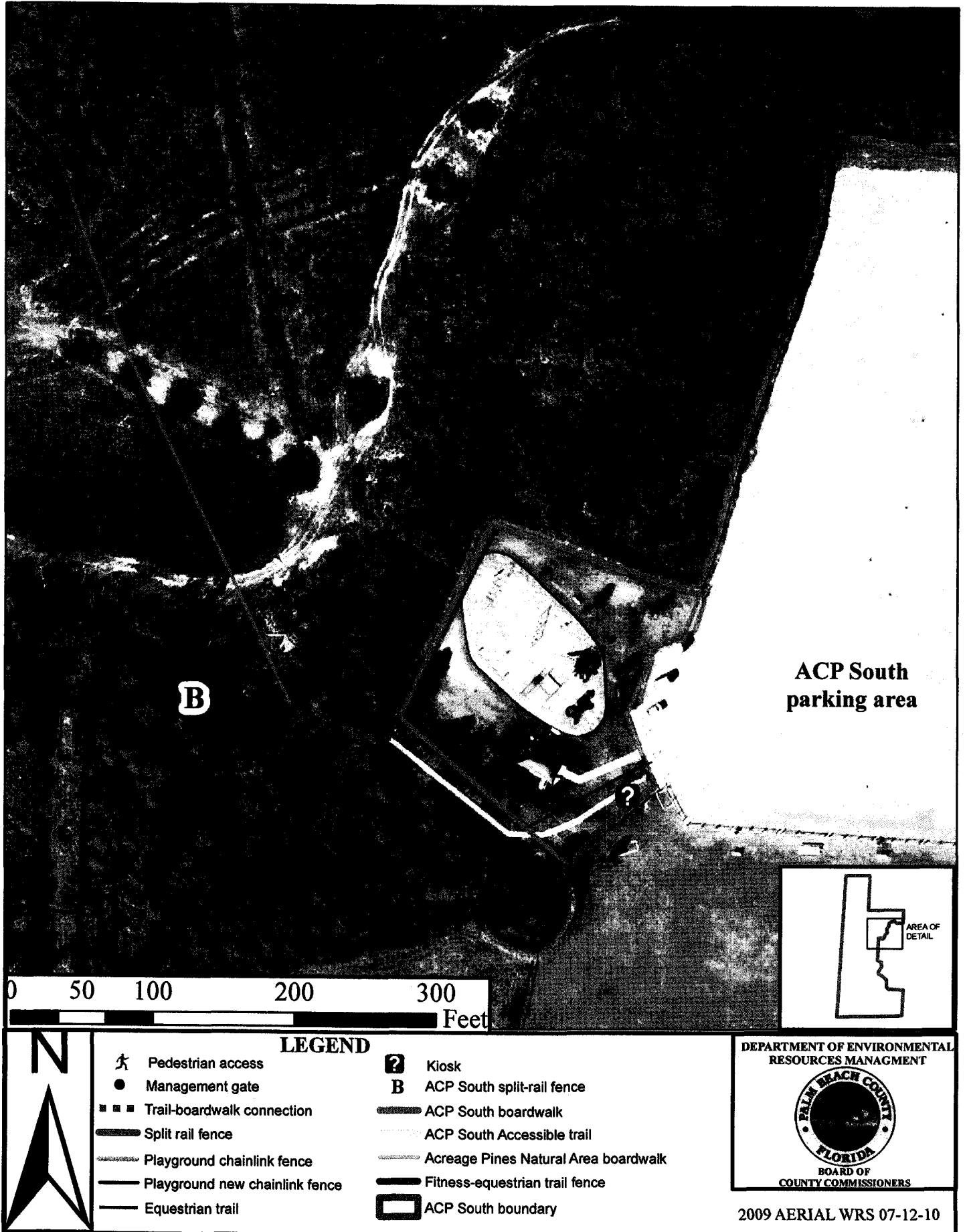
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# EXHIBIT: H



	<b>LEGEND</b>		<p>DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT</p> <p>BOARD OF COUNTY COMMISSIONERS</p>
	<p> Pedestrian_access</p> <p> Maintenance access</p> <p> Ballfield_fencing</p> <p> Chainlink fence</p> <p> Release Parcel</p>	<p> Mowed grassy area</p> <p> Potential hiking trail</p> <p> Firebreak/pathway</p> <p> Connector path</p> <p> Trail/boardwalk connection</p> <p> Acreage Pine Natural Area boundary</p>	

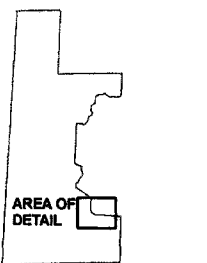
# EXHIBIT: I



# EXHIBIT: J

ACP South  
Future BMX Track

0.61 acres



## LEGEND

- Equestrian trail
- Fitness-equestrian trail fence
- Revised ACP Boundary
- ▨ Wetland mitigation area
- ◻ Former ACP South boundary

DEPARTMENT OF ENVIRONMENTAL  
RESOURCES MANAGEMENT



BOARD OF  
COUNTY COMMISSIONERS

2009 AERIAL WRS 07-12-10



**SECOND AMENDMENT TO AGREEMENT OF LEASE**  
**(ACREAGE COMMUNITY PARK – SOUTH)**

**THIS SECOND AMENDMENT TO AGREEMENT OF LEASE** is made and entered into on \_\_\_\_\_, 2010, by and between **PALM BEACH COUNTY** a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "TENANT".

**WITNESSETH:**

**WHEREAS**, on April 3, 2001, COUNTY, and TENANT entered a lease for the purpose of implementing and effectuating the provisions of the Interlocal Agreement (R2001-0128) dated January 9, 2001, by and between the COUNTY and TENANT (the "Lease"), which Lease was amended by First Amendment to Agreement of Lease dated March 25, 2003 (R-2003-0422); and

**WHEREAS**, the parties entered into a First Amendment to Interlocal Agreement dated January 9, 2001 (R-2001-0128) and contemporaneously herewith are entering into a Second Amendment to Interlocal Agreement; and

**WHEREAS**, pursuant to the Second Amendment to Interlocal Agreement the parties have agreed to reduce the size of and reconfigure the Premises leased to TENANT; and

**WHEREAS**, the parties have agreed to extend the Term of the Lease.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the COUNTY and TENANT hereby agree as follows:

1. The Premises leased to TENANT and subject to this Lease are hereby revised to include only that property legally described in **Exhibit "A"**, attached hereto (the "Premises").

2. The Term of the Lease is hereby extended for a period of twenty-five (25) years from the Effective Date of this Second Amendment to Agreement of Lease, and shall expire on August 16, 2035. County hereby grants ITID two successive options to extend the term of this Lease, each for a period of twenty-five (25) years. Provided Tenant is not then in default of the terms of this Lease, such options shall be automatically exercised unless Tenant shall provide County written notice of its intention not to extend the term of this Lease.

3. The parties acknowledge that the Premises (less a  $\pm 3$  acre portion thereof) are subject to the Grant Award Agreement dated April 2, 2003 (R2003-0197) between Florida Communities Trust and COUNTY, as amended by Amendment 1 thereto dated February 20, 2006, (the "FCT Grant Award Agreement") as recorded in Official Records

ATT. # 5

Book 15200, Page 1722, and Official Records Book 20273, Page 992, Public Records of Palm Beach County, Florida, the terms of which are incorporated herein by reference. Pursuant to the FCT Grant Award Agreement, County provided and FCT approved a Management Plan for the Premises and Acreage Pines Natural Area. The parties covenant and agree that all development, maintenance and use activities conducted by County and Tenant shall be consistent with the FCT Grant Award Agreement, the Management Plan and the Interlocal Agreement. The parties further agree that any amendment and/or modification of this Lease, the FCT Grant Award Agreement or the Management Plan shall be subject to review and approval by FCT.

4. Section 5.05 of the Lease is hereby replaced with the following:

Upon expiration or earlier termination of this Lease, Tenant shall peaceably and quietly surrender possession of the Premises to County.

5. Except as modified by the First Amendment and this Second Amendment, the Lease remains unrevised and in full force and effect, and the parties hereby ratify and confirm the Lease.

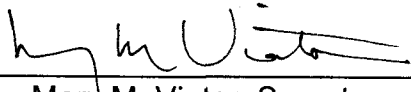
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IN WITNESS WHEREOF, the parties have set their hands and seals on the dates set forth below.

Executed by ITID this 14<sup>th</sup> day of July, 2010

ATTEST:

**INDIAN TRAIL IMPROVEMENT  
DISTRICT**

By:   
Mary M. Viator, Secretary

By:   
Michelle Damone

Its President

{District Seal}

Executed by County this \_\_\_\_\_ day of \_\_\_\_\_, 2010

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

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

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

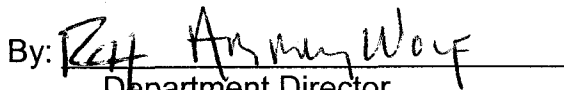
By: \_\_\_\_\_  
Burt Aaronson, Chair

{County Seal}

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By:   
Department Director

**EXHIBIT "A"**

**LEGAL DESCRIPTION AND SKETCH  
ACREAGE COMMUNITY PARK – SOUTH**

**A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF (1/2) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE S02°13'40"W, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, AS A BASIS OF BEARINGS, A DISTANCE OF 2,220.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S02°13'40"W ALONG SAID LINE, A DISTANCE OF 404.28 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 32; THENCE S02°11'43"W, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 1,875.78 FEET; THENCE DEPARTING SAID EAST LINE N87°48'13"W, A DISTANCE OF 265.00 FEET; THENCE N02°11'49"E, A DISTANCE OF 72.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 31.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 33.00 FEET; THENCE N51°00'00"W, A DISTANCE OF 56.00 FEET; THENCE N29°27'04"W, A DISTANCE OF 112.42 FEET; THENCE N55°00'00"W, A DISTANCE OF 62.00 FEET; THENCE N51°46'17"W, A DISTANCE OF 148.30 FEET; THENCE N59°17'56"W, A DISTANCE OF 97.98 FEET; THENCE N49°07'59"W, A DISTANCE OF 55.66 FEET; THENCE N03°48'08"W, A DISTANCE OF 47.35 FEET; THENCE N48°26'49"E, A DISTANCE OF 51.88 FEET; THENCE N21°16'31"E, A DISTANCE OF 45.57 FEET; THENCE N34°48'47"E, A DISTANCE OF 70.17 FEET; THENCE N15°40'46"E, A DISTANCE OF 39.78 FEET; THENCE N13°36'05"W, A DISTANCE OF 62.38 FEET; THENCE N07°12'12"E, A DISTANCE OF 44.28 FEET; THENCE N67°38'44"W, A DISTANCE OF 124.54 FEET; THENCE N02°11'49"E A DISTANCE OF 650.85 FEET; THENCE S85°44'34"E A DISTANCE OF 85.41 FEET; THENCE S45°07'27"E, A DISTANCE OF 40.76 FEET; THENCE N51°50'11"E, A DISTANCE OF 43.84 FEET; THENCE N31°26'33"E A DISTANCE OF 53.27 FEET; THENCE N16°09'40"E, A DISTANCE OF 66.69 FEET; THENCE N65°25'28"E A DISTANCE OF 45.84 FEET; THENCE N26°23'27"E, A DISTANCE OF 52.06 FEET; THENCE N45°30'18"W, A DISTANCE OF 35.68 FEET; THENCE N06°06'50"E, A DISTANCE OF 77.71 FEET; THENCE N44°48'57"E, A DISTANCE OF 73.35 FEET; THENCE N02°24'35"E, A DISTANCE OF 62.29 FEET; THENCE N11°42'05"E, A DISTANCE OF 48.75 FEET; THENCE N66°24'20"E, A DISTANCE OF 63.74 FEET; THENCE N87°48'39"E, A DISTANCE OF 62.94 FEET; THENCE N47°00'40"E, A DISTANCE OF 31.59

FEET; THENCE S48°55'25"E, A DISTANCE OF 57.58 FEET; THENCE S59°28'54"E, A DISTANCE OF 50.49 FEET; THENCE N78°53'45"E, A DISTANCE OF 47.44 FEET; THENCE S89°02'10"E, A DISTANCE OF 61.61 FEET; THENCE S79°51'19"E, A DISTANCE OF 47.95 FEET; THENCE N43°31'14"E, A DISTANCE OF 27.45 FEET; THENCE N02°13'40"E, ALONG A LINE BEING 80.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 365.69 FEET TO A POINT ON THE SOUTH LINE OF "PINES WEST PARK" AS DESCRIBED IN OFFICIAL RECORD BOOK 9299, PAGE 1501 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE N89°00'00"E, ALONG SAID LINE, A DISTANCE OF 80.13 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES:

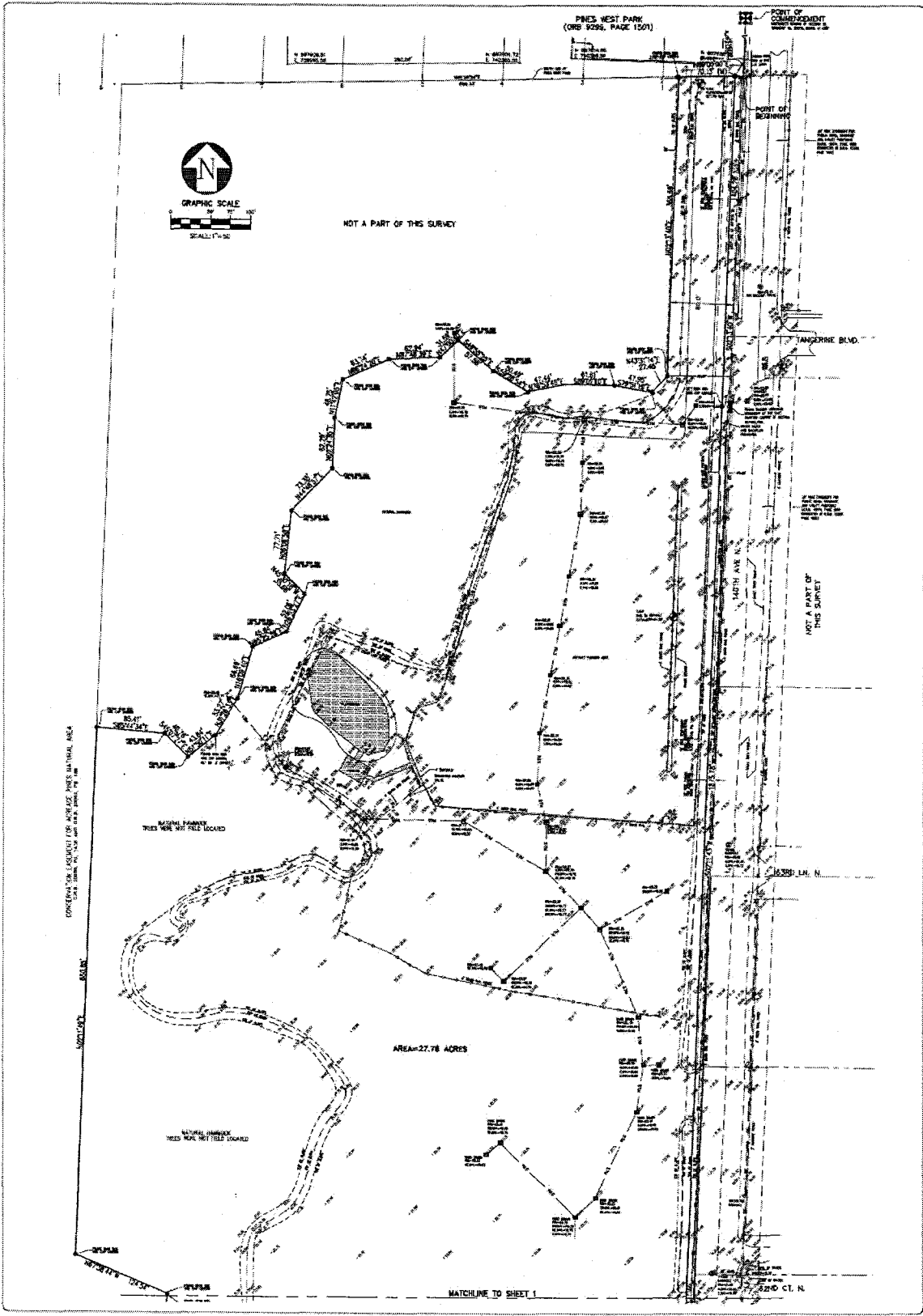
A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE ACREAGE COMMUNITY PARK EXPANSION PROPERTY RECORDED IN OFFICIAL RECORD BOOK 12274, PAGES 1974-1984, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 02°13'42" WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 2,220.84 FEET TO THE NORTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°13'42" WEST ALONG SAID EAST LINE, A DISTANCE OF 404.22 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 02°11'51" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1875.78 FEET TO THE SOUTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXTENSION PROPERTY; THENCE NORTH 87°48'09" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°11'51" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1875.78 FEET; THENCE NORTH 02°13'42" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 403.83 FEET; THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22,798 SQUARE FEET OR 0.5234 ACRES MORE OR  
LESS

CONTAINING 28.459 ACRES, MORE OR LESS.





REVISED		 4200 WEST PARKWAY, SUITE 1000 WILSON, NC 27157 TEL: 704.944.1000 WWW.ENGENUITYGROUP.COM	BOUNDARY AND TOPOGRAPHIC SURVEY FOR: <b>INDIAN TRAIL IMPROVEMENT DISTRICT          ACREAGE COMMUNITY PARK ADDITION</b>		Reported Job to: ENGENUITY GROUP, INC. 2011 DRAWING IS PROVIDED FOR INFORMATION ONLY AND IS NOT TO BE USED FOR PROFESSIONAL ENGINEERING AND SURVEYING WORK WITHOUT THE ENGENUITY GROUP, INC.		DATE: 24/01/2023 SCALE: 1"=50' DRAWN FILE: 27084 211 BOUNDARY CHECKED: S. PARKER STATUS: S. PARKER	SHEET NO.: 2 TOTAL SHEETS: 2 JOB NO.: 91084.211
NO.	REMARKS		BY					

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**AGREEMENT OF LEASE**

**THIS AGREEMENT OF LEASE** (the "Lease") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereafter referred to as ("County") and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended (hereafter referred to as "ITID").

**WITNESSETH:**

**WHEREAS**, ITID and County entered into an Interlocal Agreement dated January 9, 2001(R2001-0128), as amended by the First Amendment to Interlocal Agreement dated March 25, 2003 (R2003-0421) and the Second Amendment to Interlocal Agreement of even date herewith (the "Interlocal Agreement"); and

**WHEREAS**, the Interlocal Agreement contemplates that County will convey ACP North to ITID and extend the Term of the Lease of ACP South (as both terms are defined therein) in exchange for ITID leasing the Library Parcel to County; and

**WHEREAS**, County has conveyed ACP North to ITID and extended the Term of the Lease of ACP South.

**NOW, THEREFORE**, in consideration of the conveyance of ACP North, extension of the Lease of ACP South, the rents, mutual covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

**ARTICLE I**  
**RECITALS**

The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Interlocal Agreement.

**ARTICLE II**  
**BASIC LEASE PROVISIONS**

**Section 2.01 Premises.**

In consideration of the rents, mutual covenants and agreements set forth herein on the part of County and ITID to be observed and performed, ITID demises and leases to County, and County rents and leases from ITID, the approximately 6.6 acres of real property legally described in **Exhibit "A"**, attached hereto and made a part hereof, together with any and all improvements now existing or hereafter constructed thereon from time to time during the Term of this Lease (collectively, the "Premises").

**Section 2.02 Length of Term and Commencement Date.**

ATT. #6

This Lease shall be effective upon the Effective Date as defined hereafter. The term of this Lease shall commence upon the Effective Date (the "Commencement Date"), and shall extend for a period of Twenty-Five (25) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. Upon termination of this Lease, the Premises shall be surrendered in accordance with the provisions of Section 5.05 hereof and the terms of this Lease.

ITID hereby grants County two (2) successive options to extend the term of this Lease, each for a period of twenty-five (25) years. Provided County is not then in default of the terms of this Lease, such options shall automatically be exercised unless County shall provide ITID written notice of its intention not to extend the term of this Lease.

Section 2.03 Incorporation of Interlocal Agreement.

Each and every one of the terms, covenants and conditions of the Interlocal Agreement are incorporated herein by reference and made a part hereof. A default under the Interlocal Agreement shall constitute a default under this Lease Agreement and a default under this Lease Agreement shall constitute a default under the Interlocal Agreement.

**ARTICLE III**  
**RENT**

Section 3.01 Annual Rent.

County shall pay ITID an annual net Rent of One Dollar (\$1.00) (the "Annual Rent"), payable without notice or demand on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to ITID, its successors in interest, or its assigns, and shall be delivered to ITID at the address set forth in Section 13.02 hereof.

Section 3.02 Ad Valorem Taxes and Assessments.

County shall pay or cause to be paid as they become due and prior to delinquency all legally imposed ad valorem taxes and assessments, whether general or special, which may be levied against the Premises and all legally imposed personal property taxes which may be levied against County's personal property located on the Premises. In the event this Lease or County's use of the Premises renders the Premises subject to ad valorem real property taxes, non-ad valorem assessments, or similar impositions imposed by any governmental entity, County shall be responsible for and shall pay or cause to be paid the same when due and before delinquency.

**ARTICLE IV**  
**CONSTRUCTION AND ALTERATIONS**

Section 4.01 Acceptance of Premises by County.

County has inspected the Premises and accepts the same "As Is", in its existing condition together with any defects, if any, subject to all matters of record, if any. County

further acknowledges that ITID has made and hereby makes no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises and any improvements or equipment located thereon, or any encumbrances thereon.

Section 4.02 Construction by County.

All of County's construction and improvements on the Premises shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion and in accordance with the terms of this Lease. Prior to any work being commenced on the Premises, County shall cause to be issued a public construction payment and performance bond in accordance with the provisions of Florida Statutes Section 255.05 in an amount equal to the total cost of said construction work which is acceptable to ITID. Such bond shall name ITID as an additional obligee thereunder. In the event that any construction lien or other lien or charge is filed or recorded against the Premises in connection with any work performed by or on behalf of County, County shall satisfy such lien, or cause such lien to be satisfied or removed from the Premises, or shall transfer same to security within fifteen (15) days from the date of filing of such lien.

**ARTICLE V**  
**CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

Section 5.01 Use of Premises.

A. County shall use and occupy the Premises solely for construction and operation of a branch County public library, and appurtenant facilities and improvements, and for no other purpose without the prior written consent of ITID.

B. County shall not sublet the Premises, in whole or in part, and shall not assign or transfer this Lease, or any interest in it, without ITID's prior written consent in its sole discretion.

Section 5.02 Waste or Nuisance.

County shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect ITID's fee simple interest in the Premises or which results in any unsightly condition. All refuse is to be removed from the Premises at County's sole cost and expense and County will keep such refuse in proper fireproof containers until removed. County will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of all obstructions.

Section 5.03 Governmental Regulations.

County shall comply with all applicable ordinances, laws, statutes and regulations promulgated by county, municipal, state, federal and other applicable governmental

authorities, now in force, or which may hereafter be in force, pertaining to County or its use of the Premises, or the Premises, generally including, but not limited to, that certain Consent Agreement and Final Order between the United States Environmental Protection Agency and the Indian Trail Improvement District, Docket No. CWA-04-2010-5501(b), dated on or about January 8, 2010, and that certain Consent Agreement and Order between the South Florida Water Management District and the Indian Trail Improvement District, Order No. SFWMD 2009 312 CO ERP, dated on or about December 10, 2009 and including any mitigation. County shall not use maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law.

Section 5.04 Non-Discrimination.

County shall assure and certifies that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease. County warrants that the facilities to be constructed and operated upon the Premises will be public facilities and that the same shall be open to and available for use by all residents and landowners of ITID on the same cost and availability basis as to other residents of Palm Beach County.

Section 5.05 Surrender of Premises.

Upon expiration or earlier termination of this Lease, County shall peaceably and quietly surrender possession of the Premises, including all improvements located thereon, to ITID.

Section 5.06 No Encumbrances.

Except as may be otherwise provided herein, County may not assign, mortgage, pledge or encumber this Lease in whole, or in part, nor grant any easements affecting the Premises, without prior written consent of ITID, which may be granted or withheld at ITID's absolute discretion. Notwithstanding the foregoing, ITID shall consent to and/or grant easements in favor of utility providers for utilities reasonably required to service the library.

**ARTICLE VI**  
**REPAIRS AND MAINTENANCE OF PREMISES**

Section 6.01 Responsibility of County and ITID.

ITID shall not be obligated or required to make or conduct or pay for any maintenance or repairs whatsoever to the Premises. County shall keep and maintain all portions of the Premises and all improvements currently existing or constructed hereafter on or about the Premises, in good condition and repair, at County's sole cost and expense. ITID and ITID's employees and agents shall have the right, upon reasonable prior notice to County (except that no notice need be given in case of emergency as so determined in the sole discretion of ITID) to enter the Premises including any buildings thereon for the purpose of inspection of the

Premises and the improvements located thereon or for any purpose under this Lease. Any such entrance into the Premises shall be conducted by ITID in a manner calculated to minimize interference with or disruption of County's operations within the Premises.

Section 6.02 Damage to or Destruction of Improvements.

In the event the library building, facilities, or other improvements constructed in, over, under, or upon the Premises are partially or totally damaged or destroyed by fire, hurricane, casualty, or any other cause, County shall have the option, in its sole discretion, to repair, replace, reconstruct, or restore them. Any such repair or restoration activities shall be in accordance with the purposes of this Lease and performed promptly in a proper and competent manner at County's sole cost and expense and without cost to ITID. If County elects not to repair or restore the building and improvements, County shall promptly demolish and completely remove the damaged buildings and improvements and restore the Premises to a condition substantially similar to that which existed prior to the execution of this Lease, whereupon this Lease shall be immediately terminated.

**ARTICLE VII**  
**UTILITIES**

County shall be solely responsible for all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, telephone, cable, trash collection and removal or any other utility service used or consumed on the Premises.

**ARTICLE VIII**  
**INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., County acknowledges and represents that County is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature of the State of Florida.

**ARTICLE IX**  
**INDEMNIFICATION**

Each party shall be liable for its own actions, omissions, and negligence and, to the extent permitted by law, ITID shall indemnify, defend and hold harmless County against any actions, claims or damages arising out of ITID's actions, omissions or negligence in connection with this Lease, and County shall indemnify, defend and hold harmless ITID against any action, claims or damages arising out of County's actions, omissions or negligence in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, F.S., nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions.

**ARTICLE X  
DEFAULT OF COUNTY**

Section 10.01 Events of Default.

The occurrence of any one or more of the following shall constitute an Event of Default (an "Event of Default") by County under this Lease: (i) County's failure to pay any sum due hereunder within thirty (30) days after notice the same is due; (ii) County's failure to perform or observe any of the agreements, covenants or conditions contained in this Lease on County's part to be performed or observed (except for failure to pay monetary amounts) if such failure continues for more than sixty (60) days after notice from ITID, unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event County shall be entitled to a reasonable period under the circumstances; or (iii) County's vacating or abandoning the Premises. If any Event of Default occurs, then at any time and thereafter while the Event of Default continues, ITID shall have the right to give County notice that ITID intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the said thirty (30) day period and ITID is so notified pursuant to the notice provisions in this Lease, this Lease will continue.

**ARTICLE XI  
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Board of County Commissioners.

**ARTICLE XII  
QUIET ENJOYMENT**

Upon payment by County of the Annual Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by ITID or any other person or persons lawfully or equitably claiming by, through or under ITID, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIII  
MISCELLANEOUS**

Section 13.01 Entire Agreement.

This Lease and any Exhibit attached hereto and incorporated herein, constitute all agreements, conditions and understandings between ITID and County concerning the Lease of the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon ITID or County unless reduced to writing and signed by both parties to this Lease.

Section 13.02 Notices.

Any consents, approvals and permissions by ITID or County shall be effective and valid only if in writing, and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail, return receipt requested, addressed:

If to COUNTY at:

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

With a copy to:

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

If to ITID at:

District Administrator  
Indian Trail Improvement District  
13476 61<sup>st</sup> Street North  
West Palm Beach, FL 33412

With a copy to:

Charles F. Schoech, Esquire  
Caldwell Pacetti Edwards Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, FL 33401

Either party hereto may change the address for service of notices required or permitted hereunder upon ten (10) days prior written notice. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 13.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the

remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 13.04 Broker's Commission.

Each of the parties represents and warrants to the other that they have not engaged, consulted, dealt with any real estate salesperson, agent, finder or broker in any manner whatsoever in connection with this Lease.

Section 13.05 Recording.

County shall not record this Lease, or any memorandum or short form thereof, without the prior written consent and joinder of ITID.

Section 13.06 Waiver of Jury Trial.

**THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDINGS OR COUNTER CLAIM, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.**

Section 13.07 Governing law and Venue.

This Lease shall be governed by and interpreted according to the Laws of the State of Florida and venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 13.08 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's Public Health Unit.

Section 13.09 Time of Essence.

Time is of the essence with respect to the performance of every material provision of this Lease Agreement in which time of performance is a factor.

Section 13.10 Waiver, Accord and Satisfaction.

The waiver by either party of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by ITID, to or of any act by County requiring ITID's consent or approval, shall not be deemed to waive or render unnecessary ITID's consent to or approval of any subsequent similar act by County.



Section 13.11 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or 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.

Section 13.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease 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 Lease and the same shall remain in full force and effect.

Section 13.13 Incorporation by References.

All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 13.14 Effective Date of Agreement.

This Lease is expressly contingent upon approval of this Lease by the Palm Beach County Board of County Commissioners and by the Board of Supervisors of ITID, and shall become effective only when both this Lease and the Interlocal Agreement are signed by all parties, and the evidence thereof is communicated and delivered in writing to all parties hereunder.

Section 13.15 Signage

Library identification or memorial signage shall include recognition of ITID including the ITID seal and a list of ITID's supervisors in equal size or prominence with those of Palm Beach County's seal and officials.

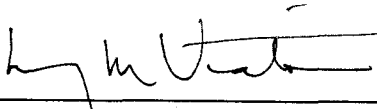
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of Lease as of the day and year first above written.

Executed by ITID this 14<sup>th</sup> day of July, 2010.

ATTEST:

INDIAN TRAIL IMPROVEMENT DISTRICT

By:   
Mary M. Viator

By:   
Michelle Damone

Its: Secretary

Its: President

[DISTRICT SEAL]

Executed by COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

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

SHARON R. BOCK, CLERK & COMPTROLLER

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

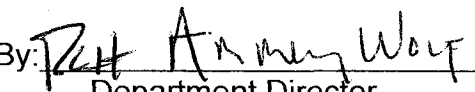
By: \_\_\_\_\_  
Burt Aaronson, Chair

[COUNTY SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

By:   
Department Director

**EXHIBIT "A"**

**PREMISES**

**PARCEL "B", PRATT AND ORANGE MUPD**, according to the Plat thereof recorded in Plat Book 89, Pages 59-60, inclusive, Official Records of Palm Beach County, Florida

RESOLUTION NO. 2010-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO INDIAN TRAIL IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF CHAPTERS 57-646 AND 2002-330, LAWS OF FLORIDA, AS AMENDED, PURSUANT TO FLORIDA STATUTE SECTION 125.38, WITHOUT CHARGE AND WITHOUT RESERVATION OF MINERAL AND PETROLEUM RIGHTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Trail Improvement District, an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended ("ITID"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County convey approximately 17.5 acres of surplus real property to ITID for use by ITID for parks and recreation purposes.

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

**WHEREAS**, pursuant to Florida Statute Section 270.11, ITID has requested that such property be conveyed without reservation of mineral and petroleum rights; and,

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that conveyance to ITID without reserving such mineral rights, is appropriate and justified in light of the impact reservation of such mineral or petroleum rights would have upon the marketability, value and developability of such real property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Convey Real Property**

The Board of County Commissioners of Palm Beach County shall convey to ITID without charge and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Deed, subject to a restrictive covenant limiting the use of such property to parks and recreation purposes.

**Section 3. Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- COMMISSIONER BURT AARONSON, CHAIR
- COMMISSIONER KAREN T. MARCUS, VICE CHAIR
- COMMISSIONER JOHN F. KOONS
- COMMISSIONER SHELLEY VANA
- COMMISSIONER STEVEN L. ABRAMS
- COMMISSIONER JESS R. SANTAMARIA
- COMMISSIONER PRISCILLA A. TAYLOR

The Chair thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Ed Army Wolf  
Department Director

PREPARED BY AND RETURN TO:  
Ross C. Hering, Director  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-41-42-32-00-000-1010 (portion of)  
Closing Date: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_

---

## COUNTY DEED

This **COUNTY DEED**, made \_\_\_\_\_, 2010 by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, whose legal mailing address is 13476 61st Street North, West Palm Beach, FL 33412, "Indian Trail".

### WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Indian Trail, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Indian Trail, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof.

**Saving and reserving unto County a non-exclusive easement upon, over and across the property legally described in Exhibit "B" attached hereto for the purposes of access, ingress and egress for maintenance of County's adjoining land.**

**County hereby specifically does not reserve, and waives, relinquishes and releases all reservations of phosphate, minerals, metals, and petroleum rights, title, interests and privileges in the above-described real property, as provided in Section 270.11, Florida Statutes."**

**The property hereby conveyed shall be used and maintained solely and exclusively for parks and recreation purposes (including improvements and facilities accessory, incidental or appurtenant thereto) and for no other purposes without the prior written consent of County.**

ATT. # 8

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

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

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

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

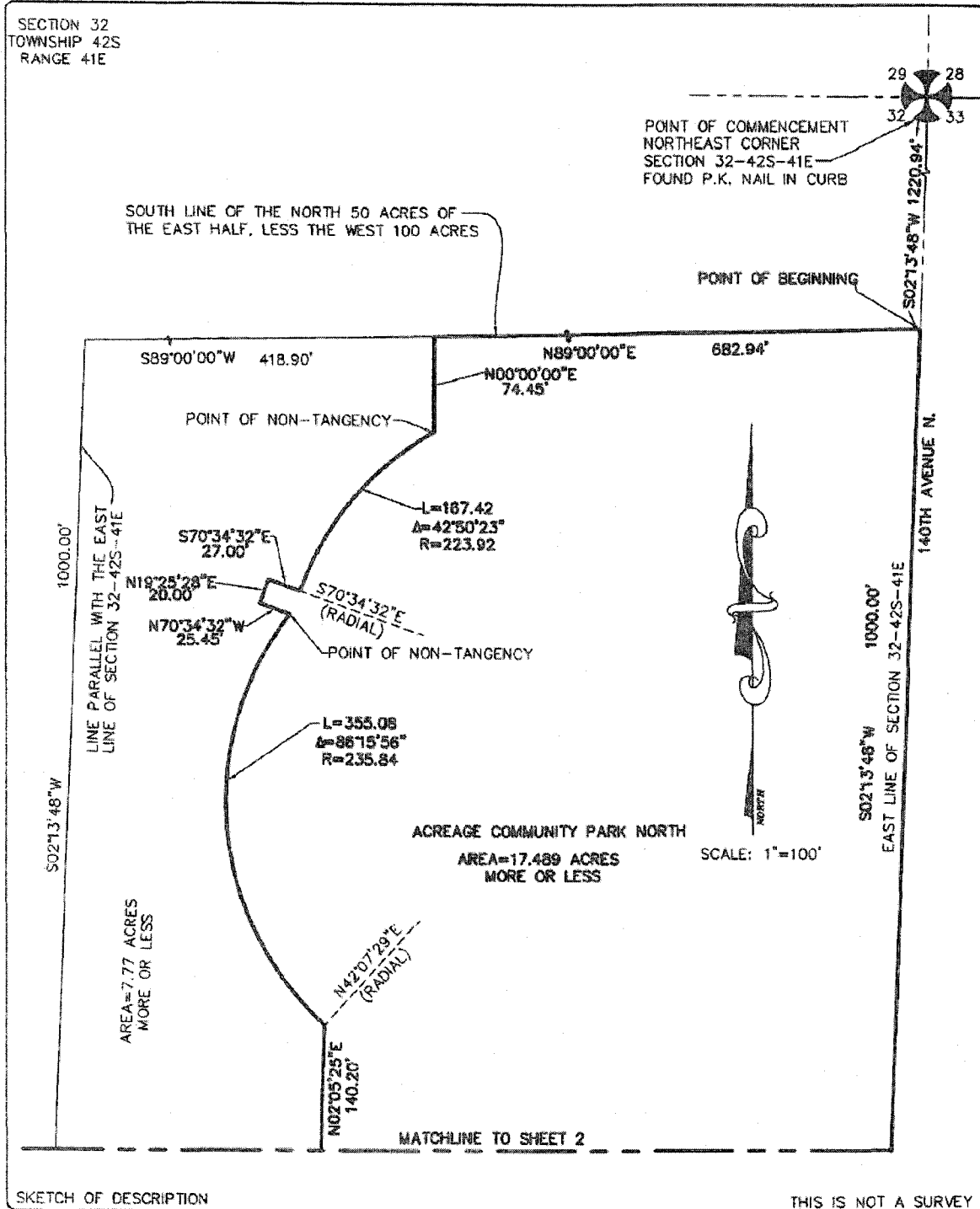
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

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

# Exhibit "A"

## LEGAL DESCRIPTION AND SKETCH ACREAGE COMMUNITY PARK NORTH



SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

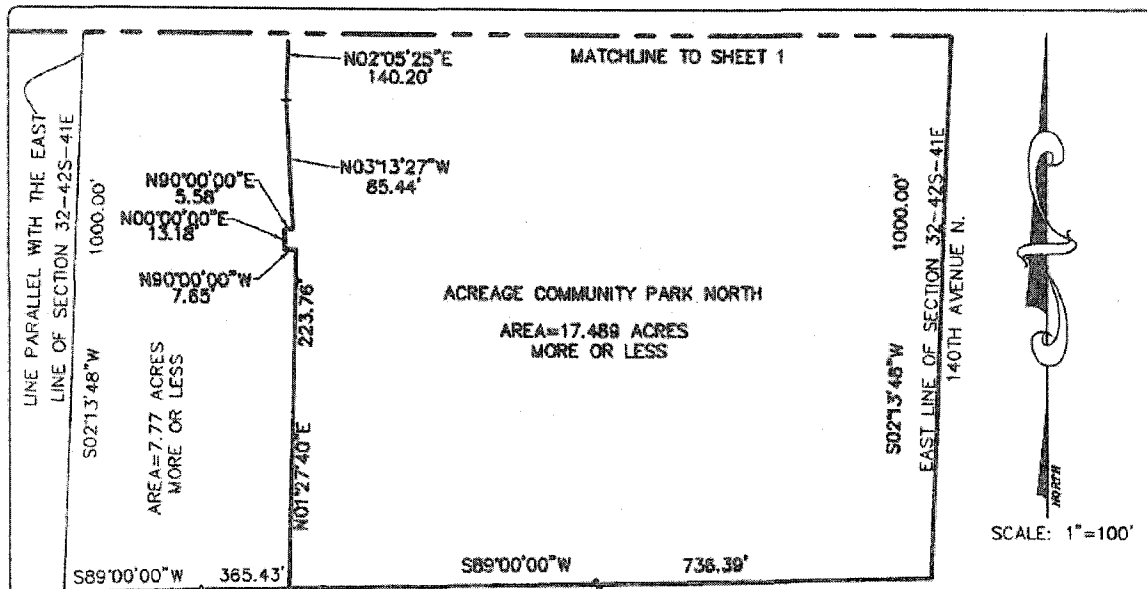
JOB NO. 91084.211	1	DATE	07/16/2010
	2	SCALE	1"=100'
		CAD FILE	91084
		PROJECT	91084
		DRAWN	STNF
		CHECKED	G. RASER

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HAPPEN REPRESENTATIVE  
ENGINEERING GROUP, INC.

### ACREAGE COMMUNITY PARK NORTH







SCALE: 1"=100'

**BEARING BASE:**

THE EAST LINE OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST IS TAKEN AS BEING S02°13'48"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, RUN ALONG THE EAST LINE OF SAID SECTION 32, S02°13'48"W A DISTANCE OF 1220.94 FEET TO THE POINT OF INTERSECTION OF SAID EAST SECTION LINE WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32, AND POINT OF BEGINNING.

THENCE CONTINUE S02°13'48"W ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 1000.00 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32; THENCE S89°00'00"W ALONG SAID PARALLEL LINE A DISTANCE OF 736.39 FEET; THENCE N01°27'40"E A DISTANCE OF 223.76 FEET; THENCE N90°00'00"W A DISTANCE OF 7.65 FEET; THENCE N00°00'00"E A DISTANCE OF 13.18 FEET; THENCE N90°00'00"E A DISTANCE OF 5.58 FEET; THENCE N03°13'27"W A DISTANCE OF 85.44 FEET; THENCE N02°05'25"E A DISTANCE OF 140.20 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS N42°07'29"E AND HAVING A RADIUS OF 235.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'56" A DISTANCE OF 355.08 FEET TO THE POINT OF NON-TANGENCY; THENCE N70°34'32"W A DISTANCE OF 25.45 FEET; THENCE N19°25'28"E A DISTANCE OF 20.00 FEET; THENCE S70°34'32"E A DISTANCE OF 27.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S70°34'32"E AND HAVING A RADIUS OF 223.92 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°50'23" A DISTANCE OF 167.42 FEET TO A POINT OF NON-TANGENCY; THENCE N00°00'00"E A DISTANCE OF 74.45 FEET; THENCE N89°00'00"E ALONG THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SAID SECTION 32, A DISTANCE OF 682.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 761,838 SQUARE FEET OR 17.489 ACRES MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

GARY RAGER, P.S.M. 4828  
STATE OF FLORIDA  
LB #6603

THIS IS NOT A SURVEY

**SKETCH OF DESCRIPTION**

SHEET NO.	2	DATE	07/16/2008
	2	SCALE	1"=100'
JOB NO.	01034201	CAO FILE	51004
		PROJECT	51004
		DRAWN	STAFF
		CHECKED	G. RAGER

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SUPER REPRESENTING  
PROPERTY GROUP, INC.

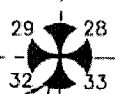
**ACREAGE COMMUNITY  
PARK NORTH**

**engenuity**  
group inc.  
1301 BELVIDERE ROAD, 1001 PINE BLANCH, FLORIDA 33405

**Exhibit "B"**  
**EASEMENT FOR ACCESS, INGRESS AND**  
**EGRESS**

SECTION 32  
TOWNSHIP 42S  
RANGE 41E

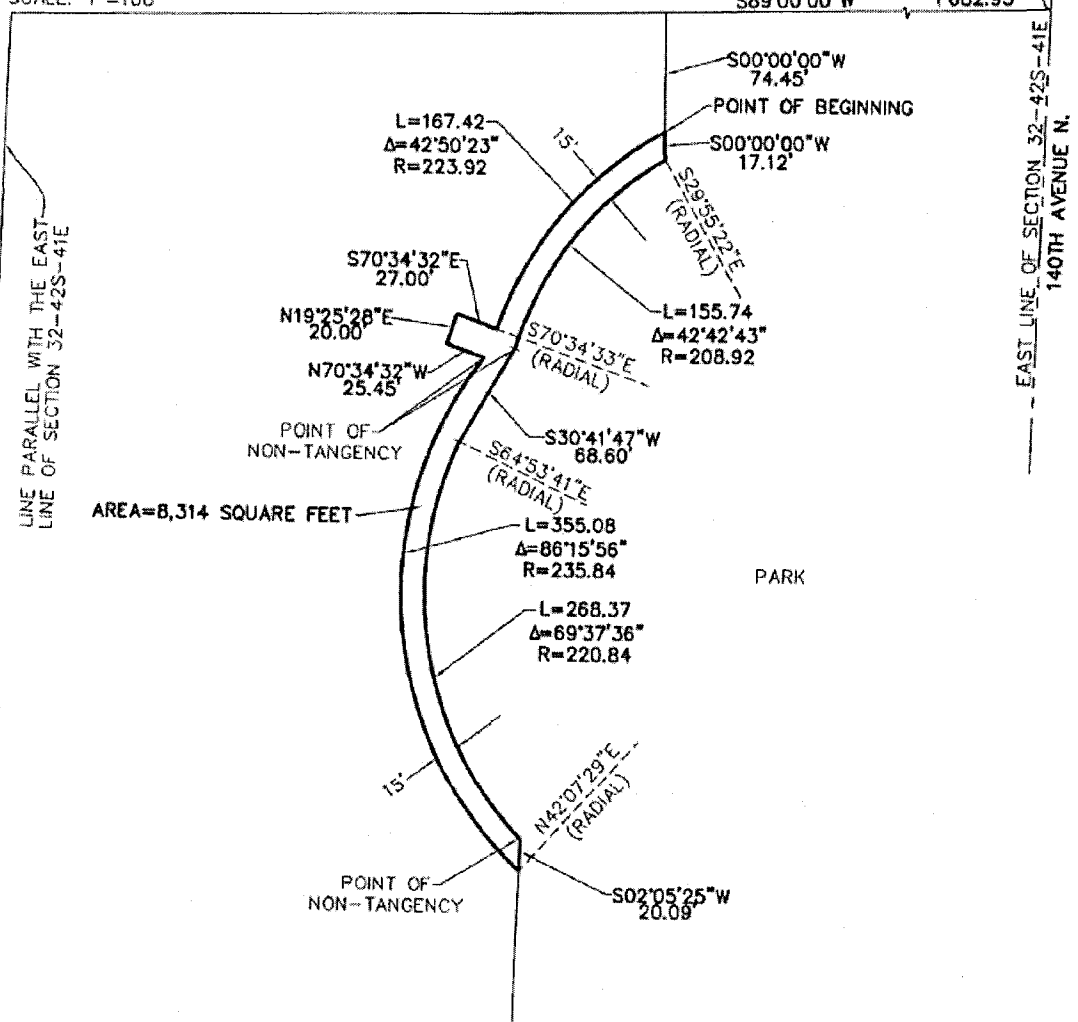
**BEARING BASE:**  
THE EAST LINE OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST IS TAKEN AS BEING S02°13'48"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.



POINT OF COMMENCEMENT  
NORTHEAST CORNER  
SECTION 32-42S-41E  
FOUND P.K. NAIL IN CURB

SOUTH LINE OF THE NORTH 50 ACRES OF  
THE EAST HALF, LESS THE WEST 100 ACRES

SCALE: 1"=100'



SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

SHEET NO.	1	DATE	04/26/2009
	2	SCALE	1"=100'
JOB NO.		CAD FILE	3104
	91084.211	PROJECT	3104
		DRAWN	STAFF
		CHECKED	G. RADER

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MAPPER REPRESENTING  
ENGENUITY GROUP, INC.

**ACREAGE COMMUNITY PARK  
ACCESS EASEMENT**

A Division of  
**engenuity**  
group, inc.

1201 REVEREND ROAD, WEST PALM BEACH, FLORIDA 33408  
PH (561) 854-1151 FAX (561) 812-1160 WWW.ENGENUITYGROUP.COM

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, RUN ALONG THE EAST LINE OF SAID SECTION 32, S02°13'48"W A DISTANCE OF 1220.94 FEET TO THE POINT OF INTERSECTION OF SAID EAST SECTION LINE WITH THE SOUTH LINE OF THE NORTH 50 ACRES OF THE EAST HALF LESS THE WEST 100 ACRES OF SECTION 32, THENCE ALONG SAID SOUTH LINE S89°00'00"W A DISTANCE OF 682.93 FEET; THENCE LEAVING SAID SOUTH LINE S00°00'00"W A DISTANCE OF 74.45 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE S00°00'00"W A DISTANCE OF 17.12 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE CENTER BEARS S29°55'22"E AND HAVING A RADIUS OF 208.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°42'43" A DISTANCE OF 155.74 FEET TO THE POINT OF NON-TANGENCY; THENCE S30°41'47"W A DISTANCE OF 68.60 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS S64°53'41"E AND HAVING A RADIUS OF 220.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°37'36" A DISTANCE OF 268.37 FEET TO A POINT OF NON-TANGENCY; THENCE S02°05'25"W A DISTANCE OF 20.09 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST AND WHOSE CENTER BEARS N42°07'29"E AND HAVING A RADIUS OF 235.84 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°15'56" A DISTANCE OF 355.08 FEET TO A POINT OF NON-TANGENCY; THENCE N70°34'32"W A DISTANCE OF 25.45 FEET; THENCE N19°25'28"E A DISTANCE OF 20.00 FEET; THENCE S70°34'32"E A DISTANCE OF 27.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST AND WHOSE CENTER BEARS S70°34'33"E AND HAVING A RADIUS OF 223.92; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°50'23" A DISTANCE OF 167.42 TO THE POINT ON NON-TANGENCY AND THE POINT OF BEGINNING.

CONTAINING 8,314 SQUARE FEET MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

GARY RAGER, P.S.M. 4828  
STATE OF FLORIDA  
LB #8603

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

S K E T C H	2	DATE	01/08/2009
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		PROJECT	9104
	JOB NO.	DRAWN BY	STAFF
	91084.211	CHECKED	G. RAGER

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