

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	December 21, 2010	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	Facilities Development & Operations		

**I. EXECUTIVE BRIEF**

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


- A) approve** an Offer and Purchase Agreement with the State of Florida Department of Transportation (FDOT) for the sale of a vacant 0.66-acre parcel of land located at the northwest corner of MLK Boulevard/State Road 710 and Avenue "P" in Riviera Beach for \$381,300.00;
- B) approve** a County Deed in favor of FDOT;
- C) adopt** a Resolution authorizing the conveyance to FDOT;
- D) approve** an Offer and Purchase Agreement with FDOT for a Temporary Construction Easement on a 0.003-acre (137 square feet) portion of the Mayme A. Frederick Service Center (Service Center) in Riviera Beach for \$800.00;
- E) approve** a Temporary Construction Easement (TCE) in favor of FDOT over a portion of the Service Center; and
- F) approve** a License in favor of FDOT on a portion of the Service Center.

**Summary:** FDOT made an offer of \$381,300.00 to purchase a 0.66-acre parcel located at the northwest corner of MLK Boulevard/State Road 710 and Avenue "P" in Riviera Beach. The property is needed for a water retention area for a planned road widening and intersection improvement project for MLK Boulevard /State Road 710. An appraisal prepared for FDOT by Woolslair & Associates, Inc. values the parcel at \$381,300.00. FDOT made an offer of \$800.00 for a Temporary Construction Easement required on a 0.003-acre portion of the 5-acre Service Center parcel to allow FDOT to tie in and harmonize the property with the proposed construction. The temporary construction easement area will expire upon the completion of the proposed construction project, but not later than July 31, 2017. An appraisal prepared for FDOT by Woolslair & Associates, Inc. values the TCE at \$800.00. A License is required on a portion of the Service Center parcel to grant FDOT permission solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the property with the proposed construction. The License area is approximately 35.2 feet long and 5 feet wide, contains 176 square feet (0.004 acres) and will expire upon the completion of the proposed construction project, but not later than July 31, 2017. No compensation is being offered for the license rights. FDOT will execute documents after Board approval. All purchases, sales and exchanges of real estate must be approved by a supermajority vote (5 Commissioners) pursuant to recent amendments to the PREM Ordinance. **(PREM) District 7 (HJF)**

**Background and Justification:** FDOT has obtained Federal funding to acquire right-of-way to expand State Road 710 from a 2-lane to a 4-lane roadway with improved sidewalks and drainage from Australian Avenue to west of Congress Avenue in the City of Riviera Beach. The 0.66-acre vacant outparcel is not needed by the County and its conveyance to FDOT will have no impact on County functions. The TCE and License area will have no impact on Service Center functions. State Road 710 is also known as Beeline Highway, Dr. Martin Luther King Jr. Boulevard, and West 8<sup>th</sup> Street. FDOT does not anticipate to let the bid for this project until 2012, at which time construction would then begin.

**Attachments:**

- |  |                                       |
|--|---------------------------------------|
| 1. Location Map                                    | 5. Offer and Purchase Agreement (TCE) |
| 2. Offer and Purchase Agreement (0.66-acre parcel) | 6. Temporary Construction Easement    |
| 3. County Deed                                     | 7. License                            |
| 4. Resolution                                      |                                       |

**Recommended By:**    
 Department Director

12/18/10  
Date

**Approved By:**    
 County Administrator

12/13/10  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$382,100)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$382,100)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

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

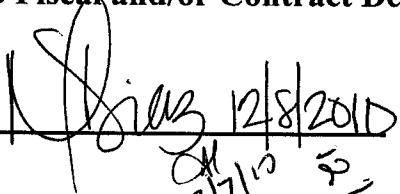
Fiscal impact is applied assuming conveyance of the 0.66-acre parcel will occur in FY11. Conveyance of this property will eliminate the County's ongoing maintenance and liability.

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

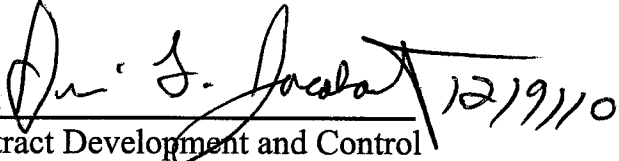
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

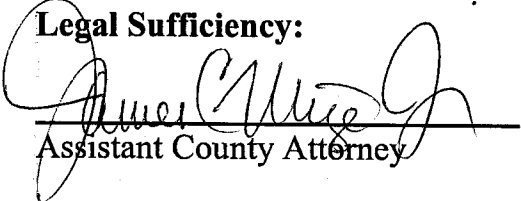
OFMB

  
12/8/2010  
12/7/10

Contract Development and Control

  
12/9/10

B. Legal Sufficiency:

  
Assistant County Attorney

This item complies with current County policies.

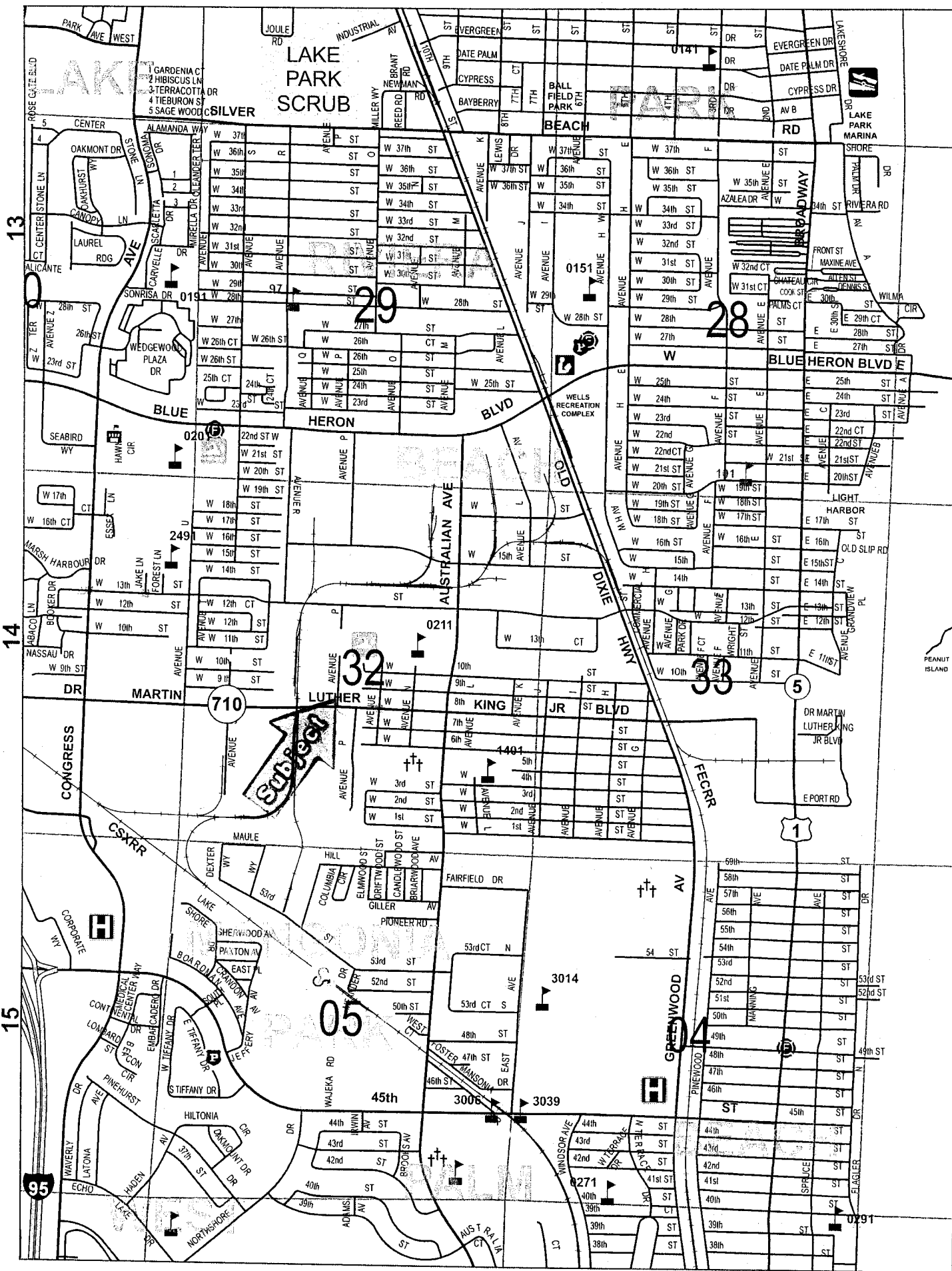
C. Other Department Review:

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

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

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LOCATION MAP

ATTACHMENT #1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFFER AND PURCHASE AGREEMENT

575-030-07  
RIGHT OF WAY  
OGC-08/07  
Page 1 of 9

ITEM SEGMENT NO.: 2298972  
DISTRICT: 4  
FEDERAL PROJECT NO.: 6560 011 U  
STATE ROAD NO.: 710  
COUNTY: Palm Beach  
PARCEL NO.: 132

Seller: Palm Beach County, a political subdivision of the State of Florida.

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: Parcel 132, State Road 710, Palm Beach County, Item/Segment No. 2298972, Section No. 93310-2503. See attached Exhibit "A", containing 0.663 acres, more or less.

(b) Estate being purchased: ☒ Fee Simple  
☐ Permanent Easement  
☐ Temporary Easement  
☐ Leasehold

(c) Buildings, structures, fixtures, and other improvements: 660 +/- 6' chain link fence, 20 foot wide double swinging entry gate, 2 bollards near the gate, 6 Cabbage Palms, 1 Oak Tree, 5 additional Cabbage Palms north of the north fence line are near the new right of way line and their root structure may be damaged by the acquisition. For this reason they are included in the improvements in the taking. (see section 400-H in appraisal).

(d) Personal property: NA

(e) Outdoor advertising structure(s) permit number(s): NA

Buildings, structures, fixtures and other improvements owned by others: NA  
These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

ATTACHMENT # 2

II. PURCHASE PRICE

(a) Real Property			
Land	1.	\$	361,000.00
Improvements	2.	\$	18,400.00
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	1,900.00
Total Real Property	4.	\$	381,300.00
(b) Total Personal Property	5.	\$	0.00
(c) Fees and Costs			
Attorney Fees	6.	\$	0.00
Appraiser Fees	7.	\$	0.00
none			
none			
none	Fee(s) 8.	\$	0.00
Total Fees and Costs	9.	\$	0.00
(d) Total Business Damages	10.	\$	0.00
(e) Total of Other Costs	11.	\$	0.00
List: none			
none			
Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)		\$	381,300.00
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	381,300.00
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$	0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

(I) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(II) Other: Buyer and Seller agree there are no fees, costs or business damage claims associated with this agreement.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☒ There is an addendum to this agreement. Page 6 is made a part of this agreement.  
☐ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711(2), Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

Buyer

Signature

State of Florida, Department of Transportation

Type or print name

BY:

Signature

Date

Date

Type or print name under signature

Type or print name under signature

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY:

Signature

Type or print name and title under signature

**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: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

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

By: Paul Anthony Wolf  
Department Director

EXHIBIT "A"

Item/Segment No. 2298972  
(Section No. 93310-2503)  
(04-01-09)

Fee Simple Right of Way

Parcel No. 132    State Road 710    Palm Beach County    Description

A portion of Northeast One-Quarter (N.E.  $\frac{1}{4}$ ) of the Southwest One-Quarter (S.W.  $\frac{1}{4}$ ) of Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503, being more particularly described as follows:

BEGIN at the Southeast Corner of CARULLI INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 44, Page 73, of the Public Records of Palm Beach County, Florida; thence North  $02^{\circ}21'51''$  East along the Easterly line of said CARULLI INDUSTRIAL PARK, a distance of 170.50 feet; thence South  $88^{\circ}53'09''$  East, a distance of 174.31 feet to a point on the Westerly Existing Right of Way line for Avenue "P"; thence South  $02^{\circ}26'39''$  West along said Westerly Existing Right of Way line, a distance of 161.32 feet to a point on the Northerly Existing Right of Way line for State Road No. 710 (Beeline Highway) as shown on said map; thence South  $88^{\circ}05'51''$  West along said Northerly Existing Right of Way line, a distance of 174.53 feet to the POINT OF BEGINNING.

Containing 0.663 acres, more or less.



**ADDENDUM TO  
OFFER AND PURCHASE AGREEMENT**

Item Segment No.: 2298972  
District: 4  
Federal Project No.: 6560 011 U  
State Road No.: 710  
County: Palm Beach  
Parcel No.: 132

1. Section I. (a) is modified by adding "(the "Property")" to the end of the sentence.
2. The following language at the end of Section I is not applicable.  
"These items are NOT included in this agreement. A separate offer is being, or has been, made for these items."
3. Section III.(a) is not applicable Seller is not responsible for any taxes on the property.
4. Section III.(b) is hereby replaced with the following:

III.(b) The Buyer understands that Seller is conveying over the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Notwithstanding the above, Buyer shall not be obligated to close if it determines the title or condition of the Property to be unacceptable.

5. Section III.(d) is not applicable.
6. Section III.(f) is not applicable.

7. Section III.(g) is replaced with the following:

III.(g) At closing, the Seller will deliver to the Buyer a fully executed County Deed substantially in accordance with Composite Exhibit "A" to this Addendum conveying the Property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever.

8. Section III.(h) is not applicable.

9. Section V is modified to provide that there is an addendum to this agreement; pages 6-9 together with Composite Exhibit "A" to Addendum are made a part of this agreement.

10. The following language is hereby added to the terms of this agreement:

The State of Florida, Department of Transportation (FDOT) shall construct the improvements substantially as shown in accordance with the Contract Plans, Financial Project ID 229897-2-52-01 (Federal Funds), Palm Beach County (93310), State Road No. 710, Beeline Highway west of Congress Avenue to west of Australian Avenue, Progress Print September 21, 2010, prepared by Kimley-Horn and Associates, Inc. Should FDOT fail to construct the project substantially as shown on the attached plans, Palm Beach County shall have the same remedy as would be available to it had the attached plans been admitted into evidence at a compensation trial and compensation had been determined by way of a verdict. This provision shall survive the closing.

11. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**Attest:**

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

("Seller")

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

By: *Keith Anthony Wong*  
Department Director

**"Buyer"**  
**STATE OF FLORIDA,**  
**DEPARTMENT OF**  
**TRANSPORTATION**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name under signature

---

**FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name and title under signature

---

This document delivered by \_\_\_\_\_  
Date

This document received by \_\_\_\_\_  
Date

Composite Exhibit "A"

Prepared By and Return To:

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

Property Control Numbers: 56-43-42-32-00-000-7040  
56-43-42-32-00-000-7060

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

Purchase Price: \$381,300.00

Parcel No.	132
Item/Segment No.	2298972
Section No.	93310-2503
Managing District:	04
S.R. No.	710
County:	Palm Beach

COUNTY DEED

This COUNTY DEED, made \_\_\_\_\_, 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 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose legal mailing address is 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3437, "FDOT".

WITNESSETH:

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

See Attachment "A" attached hereto and made a part hereof (the "Property").

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: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO FORM AND  
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

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

ATTACHMENT "A"

Item/Segment No. 2298972  
(Section No. 93310-2503)  
(04-01-09)

Fee Simple Right of Way

Parcel No. 132      State Road 710      Palm Beach County      Description

A portion of Northeast One-Quarter (N.E.  $\frac{1}{4}$ ) of the Southwest One-Quarter (S.W.  $\frac{1}{4}$ ) of Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503, being more particularly described as follows:

BEGIN at the Southeast Corner of CARULLI INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 44, Page 73, of the Public Records of Palm Beach County, Florida; thence North  $02^{\circ}21'51''$  East along the Easterly line of said CARULLI INDUSTRIAL PARK, a distance of 170.50 feet; thence South  $88^{\circ}53'09''$  East, a distance of 174.31 feet to a point on the Westerly Existing Right of Way line for Avenue "P"; thence South  $02^{\circ}26'39''$  West along said Westerly Existing Right of Way line, a distance of 161.32 feet to a point on the Northerly Existing Right of Way line for State Road No. 710 (Beeline Highway) as shown on said map; thence South  $88^{\circ}05'51''$  West along said Northerly Existing Right of Way line, a distance of 174.53 feet to the POINT OF BEGINNING.

Containing 0.663 acres, more or less.

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

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PURSUANT TO FLORIDA STATUTE SECTION 125.38, FOR THREE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED DOLLARS (\$381,300.00) AND WITHOUT RESERVATION OF MINERAL AND PETROLEUM RIGHTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation, an agency of the State of Florida ("FDOT"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County convey 0.663 acres of surplus real property to FDOT for use by FDOT in connection with its road widening and intersection improvements project for State Road 710 (Beeline Highway) for transportation 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, FDOT 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 agrees to convey such property without reservation of phosphate, mineral, metals and petroleum rights.

**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 FDOT



for Three Hundred Eighty-One Thousand Three Hundred Dollars (\$381,300.00) and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Deed.

**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 Karen T. Marcus, Chair  
Commissioner Shelley Vana, Vice Chair  
Commissioner Paulette Burdick  
Commissioner Steven L. Abrams  
Commissioner Burt Aaronson  
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: Pat Amy Wolf  
Department Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OFFER AND PURCHASE AGREEMENT**

575-030-07  
RIGHT OF WAY  
OGC -08/08  
Page 1 of 9

ITEM SEGMENT NO.: 2298972  
DISTRICT: 4  
FEDERAL PROJECT NO.: 6560 011 U  
STATE ROAD NO.: 710  
COUNTY: Palm Beach  
PARCEL NO.: 717

Seller: Palm Beach County, a Political Subdivision of the State of Florida

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property**

(a) Real property described as: Parcel 717, lengthy legal briefly described as a portion of the Northeast One-Quarter of the Southwest One-Quarter of Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida. See attached Exhibit "A".

(b) Estate being purchased: ☐ Fee Simple  
☐ Permanent Easement  
☒ Temporary Easement  
☐ Leasehold

(c) Buildings, structures, fixtures, and other improvements: 6' chain link fencing, hedgerow, mulched area inside the fence and grassy ground cover south of the fence. The construction contractor will repair or replace any affected improvements within the TCE area to new or original condition and for this reason they are not included in the valuation of parcel 717.

(d) Personal property: NA

(e) Outdoor advertising structure(s) permit number(s): NA

Buildings, structures, fixtures and other improvements owned by others: \_\_\_\_\_

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

**ATTACHMENT #5**

## II. PURCHASE PRICE

(a) Real Property				
Land	1.	\$		800.00
Improvements	2.	\$		0.00
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$		0.00
Total Real Property	4.	\$		800.00
(b) Total Personal Property	5.	\$		0.00
(c) Fees and Costs				
Attorney Fees	6.	\$		0.00
Appraiser Fees	7.	\$		0.00
0.00				
0.00				
0.00	Fee(s) 8.	\$		0.00
Total Fees and Costs	9.	\$		0.00
(d) Total Business Damages	10.	\$		0.00
(e) Total of Other Costs	11.	\$		0.00
List: 0.00				
0.00				

Total Purchase Price	(Add Lines 4, 5, 9, 10 and 11)	\$		800.00
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$		800.00
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$		0.00

## III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

(i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: Buyer and Seller agree there are no additional fees, costs or business damage claims associated with this agreement.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

☒ There is an addendum to this agreement. Page 6 is made a part of this agreement.

☐ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711(2), Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

Seller(s)

Buyer

Signature

State of Florida, Department of Transportation

Type or print name

BY:

Signature

Date

Date

Type or print name under signature

Type or print name under signature

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY:

Signature

Type or print name and title under signature

**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: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

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

By: Robert Anthony Woy  
Department Director

EXHIBIT "A"

Item/Segment No. 2298972  
(Section No. 93310-2503)  
(04-01-09)

Temporary Easement

Parcel No. 717    State Road 710    Palm Beach County    Description

A portion of Northeast One-Quarter (N.E.  $\frac{1}{4}$ ) of the Southwest One-Quarter (S.W.  $\frac{1}{4}$ ) of Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida; said portion extending no more than 5.00 feet Easterly beyond the Easterly Existing Right of Way line for Avenue "P" between Baseline of Survey Stations 30+39.99 and 30+67.32, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503.

Containing 137 square feet, more or less.

A temporary easement for the purpose of tying in and harmonizing said property and the driveways, walkways, etc. thereon with the construction to be undertaken by the Department, in State Road No. 710 (Beeline Highway) adjacent thereto.

This Easement is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such manner that the existing structural improvements will not be damaged.

This Easement shall expire upon the completion of this transportation project but not later than the last day of July 2017.

**ADDENDUM TO  
OFFER AND PURCHASE AGREEMENT**

Item Segment No.: 2298972  
District: 4  
Federal Project No.: 6560 011 U  
State Road No.: 710  
County: Palm Beach  
Parcel No.: 717

1. Section I. (a) is modified by adding "(the "Property")" to the end of the sentence.
2. The following language at the end of Section I is not applicable.  
"These items are NOT included in this agreement. A separate offer is being, or has been, made for these items."
3. Section III.(a) is not applicable Seller is not responsible for any taxes on the property.
4. Section III.(b) is hereby replaced with the following:

III.(b) The Buyer understands that Seller is conveying over the Property in its "AS IS CONDITION" and that the Seller has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to those relating to its value, Seller's title to the Property, the environmental condition of the Property, the physical condition of the Property, any improvements located thereon, or the suitability of the Property for any intended use or the legal ability of Buyer to use the Property for its intended use.

Notwithstanding the above, Buyer shall not be obligated to close if it determines the title or condition of the Property to be unacceptable.

5. Section III.(d) is not applicable.
6. Section III.(f) is not applicable.

7. Section III.(g) is replaced with the following:

III.(g) At closing, the Seller will deliver to the Buyer a fully executed Temporary Construction Easement substantially in accordance with Composite Exhibit "A" to this Addendum granting a Temporary Construction Easement for the property and any improvements in its "AS IS CONDITION", without warranties or representations of any kind whatsoever.

8. Section III.(h) is not applicable.

9. Section V is modified to provide that there is an addendum to this agreement; pages 6-9 together with Composite Exhibit "A" to Addendum are made a part of this agreement.

10. The following language is hereby added to the terms of this agreement:

The State of Florida, Department of Transportation (FDOT) shall construct the improvements substantially as shown in accordance with the Contract Plans, Financial Project ID 229897-2-52-01 (Federal Funds), Palm Beach County (93310), State Road No. 710, Beeline Highway west of Congress Avenue to west of Australian Avenue, Progress Print September 21, 2010, prepared by Kimley-Horn and Associates, Inc. Should FDOT fail to construct the project substantially as shown on the attached plans, Palm Beach County shall have the same remedy as would be available to it had the attached plans been admitted into evidence at a compensation trial and compensation had been determined by way of a verdict. This provision shall survive the closing.

11. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.



**Attest:**

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

("Seller")

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *Rett Anthony Wolf*  
Department Director

**"Buyer"**  
**STATE OF FLORIDA,**  
**DEPARTMENT OF**  
**TRANSPORTATION**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name under signature

---

**FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name and title under signature

---

This document delivered by \_\_\_\_\_  
Date

This document received by \_\_\_\_\_  
Date

COMPOSITE EXHIBIT "A"

This instrument prepared  
under the direction of:

Laurice C. Mayes, Esq. \_\_\_\_\_

Legal Description prepared by:

Grace K. Abel (09-21-09)

Department of Transportation

3400 W. Commercial Boulevard

Ft. Lauderdale, Florida 33309

RETURN TO:

David Kuzmenko, Real Estate

Specialist, Palm Beach County

Property & Real Estate Management

Division

2633 Vista Parkway

West Palm Beach, Florida 33411-5605

Parcel No.

717

Item/Segment No.

2298972

Section No.

93310-2503

Managing District:

04

S.R. No.

710

County:

Palm Beach

Property Control Number:

Part of 56-43-42-32-00-000-7070

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

Purchase Price: \$800.00

**TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, granted by PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), whose address is: Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida 33401, in favor of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida whose address is: 3400 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309.

**RECITALS**

**WHEREAS**, County owns the real property legally described in Attachment "A" attached hereto and incorporated herein by reference (the "Easement Area"), which property is adjacent to construction to be undertaken by Department on State Road 710 (Beeline Highway) (the "Project").

**WHEREAS**, Department has requested a temporary construction easement from County in order to harmonize the County-owned property adjoining the Easement Area with the Project.

**NOW THEREFORE**, in consideration of the grants, agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. County hereby grants to Department a non-exclusive, temporary construction easement over and upon the Easement Area for the sole purpose of tying in and harmonizing the Easement Area, including but not limited to, the driveways and walkways located thereon, with the Project in accordance with the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972. Department shall coordinate with County in the event material changes are made to the foregoing plans and specifications. Department shall obtain permits from all applicable regulatory agencies prior to commencement of construction within the

Easement Area. Department agrees that any sloping and/or grading within the Easement Area shall not extend beyond the Easement Area and such sloping and/or grading shall conform to all existing structural improvements. Department shall diligently pursue the Project to completion. This Easement shall expire on July 31, 2017. In the event of completion of the Project prior to the aforementioned date, this Easement shall automatically expire as of the date of such completion. Notwithstanding the foregoing, Department shall promptly deliver to County a release of easement if so requested by County upon completion of the Project.

3. Prior to exercising the rights conferred hereunder, Department or any party acting as its agent, shall locate the utility facilities within the Easement Area and shall contact and coordinate with all utilities that have facilities within the Easement Area. Department shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage arising out of Department's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Area to the condition it was in prior to such damage, using materials of like kind and quality.

4. Department acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that the Department may not utilize the Easement Area for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials. Department further agrees to exercise the rights granted hereunder in a manner which minimizes the impact upon County's use and enjoyment of the Easement Area and County's adjoining property.

5. Neither County's nor Department's interest in the Easement Area shall be subject to liens arising from Department's use of the Easement Area, or exercise of the rights granted hereunder. Department shall promptly cause any lien imposed against the Easement Area to be discharged or transferred to bond.

6. County hereby retains all rights relating to the Easement Area not specifically conveyed by this Easement including the right to use the Easement Area and any improvements now existing or constructed hereinafter therein. County also retains the right to grant to third parties additional easements in the Easement Area or the right to use the improvements therein, so long as the grant of such additional rights will not interfere with the rights granted to Department hereunder.

7. To the extent permitted by law, Department shall indemnify, defend and hold County harmless against any actions, claims or damages arising out of Department's negligence and Department's exercise of the rights granted by this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Department to indemnify County for County's negligence.

8. Department shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars \$3,000,000.00) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Area, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverage.

In addition, Department shall require its contractors and subcontractors to maintain Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000.00) Each Occurrence for all owned, non-owned and hired automobiles. In the event Department's contractors or subcontractors do not own any automobiles, they shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Except for Workers Compensation and Automobile Liability, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work by Department's contractors and subcontractors pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of Department and/or its contractors and subcontractors under this Easement.

9. Department hereby accepts the Easement Area "As Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Area, and all other easements, restrictions, conditions, encumbrances and other matters of record.

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

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

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

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

**ATTEST:**

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Karen T. Marcus , Chair

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: Keith Anthony Wolf  
Department Director

G:\Development\Open Projects\CS-MLK Outparcel Disposition-dk\Signature page sample.docx

Signed in the presence of:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Print Signatory's Name)  
Its: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
FDOT Attorney

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 201\_\_\_\_\_, by  
the \_\_\_\_\_ of the State of Florida Department of  
Transportation, who is personally known to me or who produced \_\_\_\_\_  
as identification and  
who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_

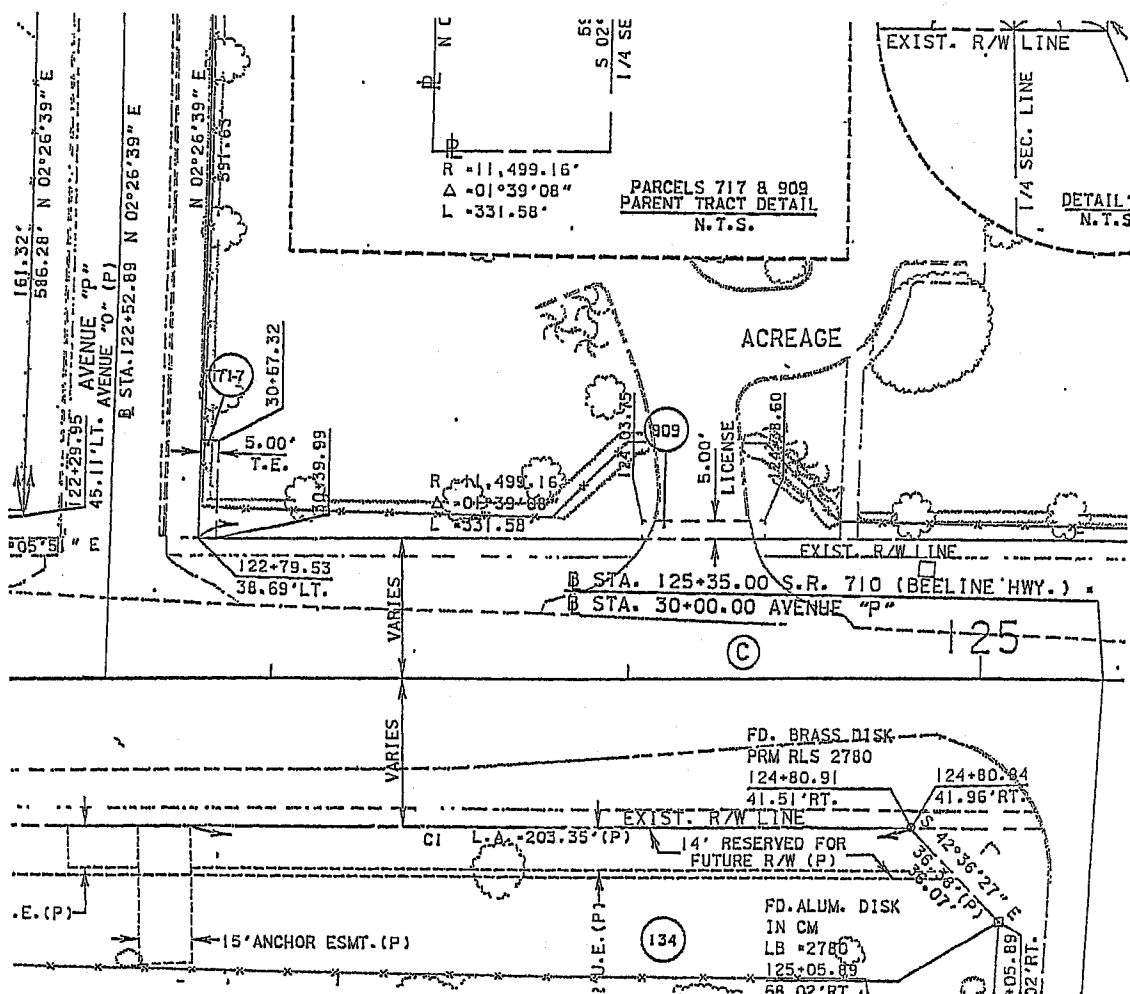
Attachment "A"

Parcel No 717

Item/Segment No. 2298972  
(Section No. 93310-2503)

A portion of Northeast One-Quarter (N.E.  $\frac{1}{4}$ ) of the Southwest One-Quarter (S.W.  $\frac{1}{4}$ ) of Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida; said portion extending no more than 5.00 feet Easterly beyond the Easterly Existing Right of Way line for Avenue "P" between Baseline of Survey Stations 30+39.99 and 30+67.32, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503.

Containing 137 square feet, more or less.





09-L.11-12/97

This instrument prepared  
under the direction of:  
Laurice C. Mayes, Esq. \_\_\_\_\_  
Legal description prepared by:  
Grace K. Abel (09-21-09) \_\_\_\_\_  
Department of Transportation  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

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

Parcel No.	909
Item/Segment No.	2298972
Section No.	93310-2503
Managing District:	04
S.R. No.	710
County:	Palm Beach

Property Control Number:  
Part of 56-43-42-32-00-000-7070

#### LICENSE

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_,  
between PALM BEACH COUNTY, a political subdivision of the State of  
Florida, whose address is: Governmental Center, 301 North Olive Avenue,  
West Palm Beach, Florida 33401, herein called County, and the STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION, herein called Department.

#### RECITALS

**WHEREAS**, County owns the real property legally described in  
Attachment "A" attached hereto and incorporated herein by reference (the  
"License Area"), which property is adjacent to construction to be  
undertaken by Department on State Road 710 (Beeline Highway) (the  
"Project").

**WHEREAS**, Department has requested a "License Area" from County in  
order to harmonize the County-owned property adjoining the License Area  
with the Project.

**NOW THEREFORE**, in consideration of the benefits accruing unto the  
licensor, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated  
herein.

2. County hereby grants to the Department a license to occupy and  
use, subject to all of the terms and conditions hereof, the following  
described premises:  
"See Attachment "A".

The premises may be occupied and used by the Department solely for  
sloping, grading, tying in, harmonizing and reconnecting existing features  
of the County's property with the highway improvements which are to be  
constructed together with incidental purposes related thereto during the  
period beginning with the date first above written and continuing until  
completion of the transportation project, but not later than the last day  
of July 2017.

3. Prior to exercising the rights conferred hereunder, Department  
or any party acting as its agent, shall locate the utility facilities  
within the "License Area" and shall contact and coordinate with all  
utilities that have facilities within the "License Area". Department

shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage arising out of Department's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the "License Area" to the condition it was in prior to such damage, using materials of like kind and quality.

4. Department acknowledges and agrees that the rights granted by this "License" are and shall be strictly limited to those specifically granted herein and that the Department may not utilize the "License Area" for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials. Department further agrees to exercise the rights granted hereunder in a manner which minimizes the impact upon County's use and enjoyment of the "License Area" and County's adjoining property.

5. Neither County's nor Department's interest in the "License Area" shall be subject to liens arising from Department's use of the "License Area", or exercise of the rights granted hereunder. Department shall promptly cause any lien imposed against the "License Area" to be discharged or transferred to bond.

6. County hereby retains all rights relating to the "License Area" not specifically conveyed by this License including the right to use the "License Area" and any improvements now existing or constructed hereinafter therein. County also retains the right to grant to third parties additional License(s) in the "License Area" or the right to use the improvements therein, so long as the grant of such additional rights will not interfere with the rights granted to Department hereunder.

7. To the extent permitted by law, Department shall indemnify, defend and hold County harmless against any actions, claims or damages arising out of Department's negligence and Department's exercise of the rights granted by this License. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Department to indemnify County for County's negligence.

8. Department shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the "License Area", Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverage. In addition, Department shall require its contractors and subcontractors to maintain Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000.00) Each Occurrence for all owned, non-owned and hired automobiles. In the event Department's contractors or subcontractors do not own any automobiles, they shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Except for Workers Compensation and Automobile Liability, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work by Department's contractors and subcontractors pursuant to this License. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of Department and/or its contractors and subcontractors under this License.

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

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

**ATTEST:**

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Karen T. Marcus , Chair

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

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

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: Jeff Army Wolf  
Department Director

G:\Development\Open Projects\CS-MLK Outparcel Disposition-dk\Signature page sample.docx

Signed in the presence of:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Print Signatory's Name)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
FDOT Attorney

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 201\_\_\_\_\_, by  
the \_\_\_\_\_ of the State of Florida Department of  
Transportation, who is personally known to me or who produced \_\_\_\_\_  
as identification and  
who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_

Attachment "A"

Parcel No 909

Item/Segment No. 2298972

(Section No. 93310-2503)

A portion of Northeast One-Quarter (N.E.  $\frac{1}{4}$ ) of the Southwest One-Quarter (S.W.  $\frac{1}{4}$ ) of Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida; said portion extending no more than 5.00 feet Northerly beyond the Northerly Existing Right of Way line for State Road 710 (Beeline Highway), between Baseline of Survey Stations 124+03.75 and 124+38.60, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503. Containing 176 square feet more or less.

