

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

Meeting Date:	June 7, 2011	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) rescind** Board approval of an Interlocal Agreement with the City of Belle Glade (City) as submitted on October 20, 2009 (R-2009-1772);
- B) approve** an Interlocal Agreement with the City providing for the City's donation of an approximate 0.82 acre parcel of real property located in Belle Glade to the County, together with an access easement; and
- C) approve** payment of \$142.69 for non-ad valorem real property taxes.

Summary: On October 20, 2009, the Board approved an Interlocal Agreement for the City's donation of a 0.82 acre parcel of land for fire rescue purposes and the County's donation of \$75,000 to be applied towards the City's re-configuration of the master plan of their new municipal complex. The 0.82 acres is adjacent to the existing Fire Rescue Station No. 73 property and is located within the City's municipal services compound. After the Board's approval, the City made changes to the Interlocal Agreement to require the County to accept title subject to certain existing title exceptions, including State reservations, which could have impacted the County's development plans. Staff has worked over the past year obtaining partial releases of the reservations from the State. With the partial releases being recorded, the status of title is now acceptable. The City has also requested that the County pay the City's portion of the 2011 non-ad valorem tax, which is estimated to be \$142.69. This item rescinds the Interlocal Agreement approved by the Board and replaces it with the version approved by the City. This donation must be approved by a supermajority vote (5 Commissioners). **(PREM) District 6 (HJF)**

Background and Policy Issues: The County and City entered into an Interlocal Agreement on December 20, 2005 (R2005-2442), as amended on April 10, 2007, by the First Amendment to Interlocal Agreement (R2007-0563), for the provision of fire protection and emergency medical services within the City. In 2007, the County purchased the City's existing fire station and the surrounding property (1.76 acres) for a nominal amount of \$1.00.

Renovations to the existing structure were made to accommodate the operations of the Fire Rescue Station No. 73 and have been completed. Fire Rescue has a need to build administrative offices (Battalion Headquarters) in the Glades Area and additional property is required. The 0.82 acres is adjacent to the existing Fire Rescue Station No. 73 property within the City's municipal services compound.

It is the County's intent to design and construct a driveway over the access easement area which will service the fire station and the municipal complex. The City is in need of funding for the re-design and planning of proposed improvements to its municipal complex. It furthers the interest of the City and County to donate the property and funding desired by each. Because closing has been delayed since October 2009, Staff supports the City Attorney's request for the County to pay their portion of the 2011 non-ad valorem tax, which is estimated to be \$142.69 at closing. The City has paid the 2010 taxes.

Attachments:

1. Location Map
2. Interlocal Agreement
3. Budget Availability Statements
4. October 20, 2009, Agenda Item 3H-3 (R-2009-1772)

Recommended By:	<i>Annex Wolf</i>	<u>5/14/11</u>
	Department Director	Date
Approved By:	<i>[Signature]</i>	<u>5/31/11</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$76,649	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$76,649</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund 3700 Dept 441 Unit F096 Object 6101
 Program _____

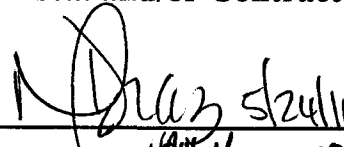
B. Recommended Sources of Funds/Summary of Fiscal Impact:

In addition to the \$75,000.00 donation to the City of Belle Glade, the County will be responsible for \$1,648.99 in estimated closing costs (includes \$142.69 for the non-ad valorem taxes).

C. Departmental Fiscal Review:  5/20/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB
 5/23/11
 5/23/11
 5/23/11

 5/26/11
 Contract Development and Control

This interlocal agreement complies with our review requirements.

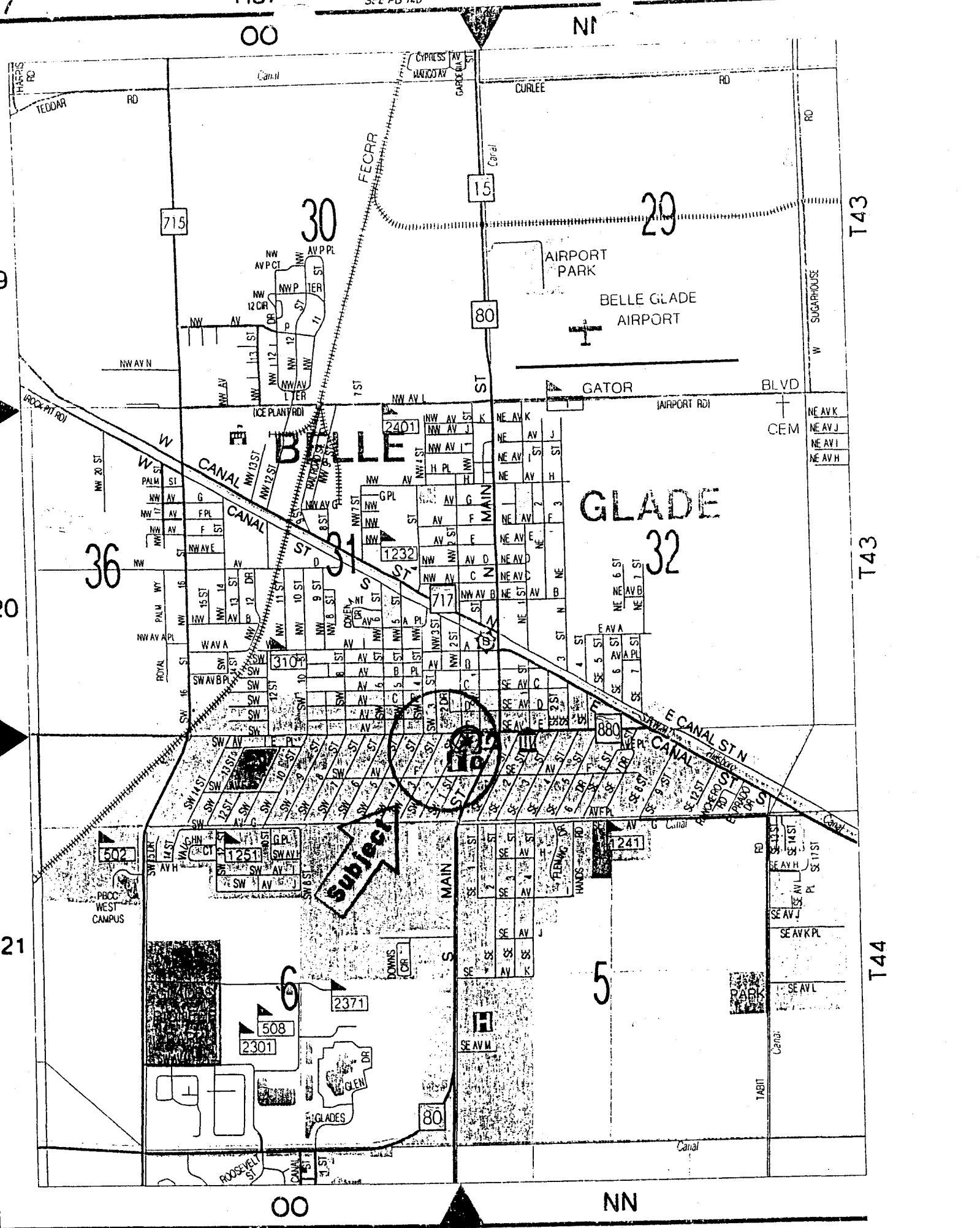
B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP

II
 ATT. 4

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BELLE GLADE
AND PALM BEACH COUNTY
RELATING TO SERVICES WITHIN THE CITY OF BELLE GLADE**

THIS IS AN INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") entered into _____, by and between **THE CITY OF BELLE GLADE**, a municipal corporation of the State of Florida, hereinafter referred to as "City", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County". City and County are each sometimes referred to herein individually as a "party" and collectively as the "parties".

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.0101, Florida Statutes, authorizes counties to contract with municipalities to provide fire protection and other essential services; and

WHEREAS, County and City entered into an Interlocal Agreement on December 20, 2005, (R2005-2442), as amended on April 10, 2007, by the First Amendment to Interlocal Agreement (R2007-0563), for the provision of fire protection and emergency medical services within the City, by the County; and

WHEREAS, pursuant to the terms of the 2005 Interlocal Agreement, as amended, County acquired title to the property for Fire Station #73 from City; and

WHEREAS, in furtherance of County's provision of service to City, County wishes to acquire City-owned property adjacent to Fire Station #73 for the construction of administrative offices for Palm Beach County Fire Rescue, and City wishes to donate its property to County for that purpose; and

WHEREAS, Fire Station #73 and the planned County Fire Rescue administrative offices are located within the City's municipal services compound, and County wishes to contribute to the improvement of the compound by donating funds towards the re-design and planning of the City's municipal complex ; and

WHEREAS, it furthers the interests of, and is in the best interest of, City and County to donate the property and funding desired by each; and

NOW, THEREFORE, in consideration of the parties' mutual donations, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **PURPOSE.** The purpose of this Agreement is to provide a means by which the County acquires the property it needs to build Fire Rescue administrative offices in Belle Glade, and the City receives funding to prepare a new master plan and re-design its municipal complex as a result of donating the land for fire rescue purposes in lieu of using it for the purposes shown in the current master plan.

3. GENERAL AGREEMENTS.

3.1 Donation of Property. Upon satisfaction of and subject to the terms, conditions, and covenants contained herein, City shall convey to County, at no charge, the approximately 0.82 acres of real property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto, hereinafter referred to as the "Property", which is more particularly described as follows:

SEE ATTACHED EXHIBIT "A".

3.2 Donation of Funds. Upon satisfaction of and subject to the terms, conditions, and covenants contained herein, County shall donate to City the sum of Seventy-Five Thousand Dollars (\$75,000) ("Improvement Funds") to be applied towards the cost of re-design and planning a new municipal complex or for any lawful purpose the City deems appropriate.

4. INSPECTION OF PROPERTY. The Inspection Period shall be that certain period of time commencing upon the Effective Date of this Agreement and terminating sixty (60) days thereafter. During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to accept the donation of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to City, whereupon the parties shall be relieved of all further obligations hereunder.

5. EVIDENCE OF TITLE.

5.1 Within fifteen (15) days after the Effective Date of this Agreement, County shall obtain an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by SouthEast Guaranty & Title, Inc., agreeing to issue to the County upon the recording of the Warranty Deed to the Property from City to County, an owner's title insurance policy, insuring the marketability of the fee title of the County to the Property and the County's easement interest in the Access Easement as defined hereinafter, subject only to the Permitted Exceptions as set forth in Exhibit "B" attached hereto. The cost of said title insurance commitment and title insurance policy and any premium therefor shall be borne by County.

The County shall have until the end of the Inspection Period in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify City of County's objection thereto, and City may, but is not required to, act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. City shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to City.

5.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date.

5.3 From and after the Effective Date of this Agreement, City shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Property, without the

prior written consent of the County.

6. SURVEY. County shall have the right, within the time period provided in Section 5 for delivery and examination of title, to obtain a current survey of the Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 5 of this Agreement, and County shall have the same rights and remedies as set forth therein.

7. DEVELOPMENT OF PROPERTY. County is acquiring the Property for construction of a Fire Rescue Battalion Headquarters. County shall have the right during the Inspection Period to perform any due diligence it feels is required to determine whether the Property may be developed for County's intended purposes. In the event that such due diligence reveals a potential development problem, as determined by County in its sole and absolute discretion, with regard to County's intended use of the Property, County shall have the right, at its sole option, to either extend the Inspection Period by sixty (60) days, or to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to City, whereupon the parties shall be relieved of all further obligations hereunder. In the event County's development of the Property requires the consent or joinder of City, as the adjoining property owner, with regard to any required document including but limited to applications, easements, or plat or plat waiver, City shall cooperate with County and not unreasonably withhold its consent or joinder.

8. ACCESS EASEMENT. City shall, at Closing, grant County an access easement over City's adjacent property, at no charge and in the form attached hereto as Exhibit "C" ("Access Easement"), for access to and from the Property. County will, at County's sole cost and expense, design and construct a driveway over the easement premises identified in the Access Easement.

9. CLOSING: This Agreement shall be closed and the deed delivered within 15 days after the end of the Inspection Period. The following are additional details of closing:

A. Time and Place: The closing will be held at the County's Property and Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, at a time to be mutually agreed upon by the City and the County. Alternatively, the closing may be held via overnight mail or other means through the closing agent designated by County for this transaction.

B. Conveyance: At closing, the City will deliver to the County a fully executed warranty deed in the form of Exhibit "D" attached hereto. County shall be responsible for preparation of the deed. City shall convey the Property without a reservation of mineral and petroleum rights pursuant to Florida Statutes, §270.11. County hereby petitions City to convey the Property without reservation of mineral and petroleum rights. City hereby finds that conveyance without such reservation of mineral and petroleum rights is appropriate and justified in light of the impact reservation of such rights would have upon the marketability, value and development potential of the Property.

C. Other Closing Documents: At Closing, City and County shall execute (i) closing statements prepared by County in accordance with the terms hereof, and (ii) the Access Easement.

D. Expenses:

1. County shall pay the following expenses at Closing:

1.1 The cost of recording the deed of conveyance and the Access Easement.

1.2 All costs and premiums for the owner's title insurance commitment and policy.

2. City shall pay the following expenses at Closing:

2.1 Documentary Stamps required to be affixed to the deed of conveyance, if any.

2.2 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

3. The City and County shall each pay their own attorney's fees.

E. Improvement Funds: Upon conveyance of the Property to County, County shall donate the Improvement Funds to City. County's donation of the Improvement Funds is contingent upon City's donation of the Property to County.

10. PRORATIONS.

10.1 Taxes. On or before the Closing Date, City shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow City's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years, if any, as determined by the Tax Collector. City's prorata share of all taxes and assessments shall include the day of Closing.

10.2 Assessments. If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the City on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

11. CONDEMNATION. In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

12. CONDITION OF THE PROPERTY:

A. "AS IS" CONDITION: The County agrees to accept the Property in its "AS IS" Condition.

B. Radon Gas: 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 your county public health unit.

13. DEFAULT:

13.1 Defaults by City. In the event City fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) terminate this Agreement by written notice to City, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant City a reasonable period of time within which to cure such default during which time City shall utilize City's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and City fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

13.2 Defaults by County. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, City shall have the right to (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event City elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, City shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event City elects option number three (3) and City is unable to obtain specific performance of this Agreement for any reason, City shall have the right to terminate this Agreement and pursue damages.

14. SUCCESSORS: Upon execution of this Agreement by the City, this Agreement shall be binding upon and inure to the benefit of the City, its successors or assigns. Upon approval of this Agreement by the Palm Beach County Board of County Commissioners, its successors and assigns will be similarly bound. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural thereof, as the identity of the person or persons or as the situation may require.

15. RECORDING: In no event shall this Agreement or any Memorandum hereof be recorded in the public records of Palm Beach County, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation, but this Agreement shall be filed with the County Clerk as required by Chapter 163 of the Florida Statutes.

16. ASSIGNMENT: This Agreement may not be assigned.

17. TIME OF ESSENCE: Time is of the essence with respect to in the performance of each and every provision of this Agreement where a time is specified for performance.

18. AMENDMENTS: The provisions of this Agreement contain the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment or modification to this Agreement will be effective except in writing signed by all parties.

19. SURVIVAL: The covenants of this Agreement will survive delivery and recording of the deed and possession of the Property. Any provision of this Agreement which is of a continuing nature, or which by its language imposes an obligation that extends beyond the term of this Agreement, shall remain unchanged and is hereby ratified and confirmed and such provisions shall survive the delivery and recording of the deed and possession of the Property and the expiration or earlier termination of this Agreement.

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

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

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

20.2 City:
City of Belle Glade
110 Dr. Martin Luther King Jr. Blvd. West
Belle Glade, Florida 33460
Fax: 561-992-2221

With a copy to:
The Law Office of Glen J. Torcivia and Associates, P.A.
701 Northpoint Parkway
Suite 209
West Palm Beach, Florida 33407
Fax: 561-686-8764

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

21. CHOICE OF LAW AND CONSTRUCTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

22. FURTHER ASSURANCES: City agrees to execute and deliver to the County such further documents or instruments as may be reasonable and necessary to permit performance in accordance with the terms, conditions and covenants hereof.

23. HEADINGS: The paragraph headings or captions appearing in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

24. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until executed by both parties, and the Effective Date of this Agreement shall be the later of the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board or the date upon which the City approves this Agreement at a formal meeting of the City Commission.

25. NON-DISCRIMINATION. 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 Agreement.

26. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

27. WAIVER. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

28. INCORPORATION BY REFERENCE. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

29. TIME COMPUTATION. Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

30. BUY-BACK OPTION. In the event Palm Beach County Fire Rescue ceases to provide fire rescue services to the City, City shall have the option of purchasing the Property from County for the appraised value of any improvements on the Property. Upon the County ceasing to provide fire rescue services to the City, City shall give County written notice if City desires to exercise its buy-back option. County shall obtain an appraisal from an independent third party to determine the value of the improvements to the Property and shall provide City with a copy of the appraisal. The parties shall close ninety (90) days after City's receipt of the appraisal. During the ninety day period prior to closing, City may perform at its expense any due diligence it feels is necessary, but County shall not be obligated to cure any defects that may be noted during City's inspection of the Property. City may terminate its buy-back of the Property if County elects not to cure any defects. City shall be responsible for all closing costs including, but not limited to, the cost of a title insurance policy.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, on the dates set forth below.

Signed, sealed and delivered in the presence of:

THE CITY OF BELLE GLADE, a municipal corporation of the State of Florida

By: [Signature]
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Clerk

By: [Signature]
City Attorney

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:
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: [Signature]
Department Director

SCHEDULE OF EXHIBITS

EXHIBIT A -	PROPERTY
EXHIBIT B-	PERMITTED EXCEPTIONS
EXHIBIT C-	ACCESS EASEMENT
EXHIBIT D-	WARRANTY DEED

EXHIBIT 'A'

PROPERTY

DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 6 of the Hiatus between Township 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat thereof as recorded in Plat Book 18, Page 48 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows.

COMMENCING at the intersection of the North line of Block 6 of the Hiatus between Townships 43 and 44 South, Range 37 East, Palm Beach County, Florida and the centerline of S.W. Second Street as depicted on the Plat of Rader Subdivision No. 3 as recorded in Plat Book 21, Page 10 of the Public Records of Palm Beach County, Florida; thence South 29°47'26" West (as a basis of bearings) along said centerline, a distance of 107.74 feet to a point being on the Northwesterly extension of the Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida; thence South 60°12'34" East along said extension line, a distance of 30.02 feet to a point being on the Southeasterly line of those lands dedicated to the Town of Belle Glade for street, sidewalk and drainage purposes as recorded in Deed Book 655, Page 526 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue South 60°12'34" East along said Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida, a distance of 291.98 feet; thence North 29°47'26" East, a distance of 45.13 feet; thence North 65°11'37" East, a distance of 12.52 feet; thence North 27°10'25" West, a distance of 79.71 feet to the point of curvature of a circular curve to the right; thence Northerly along the arc of said curve having a radius of 91.31 feet, a central angle of 27°09'06" for a distance of 43.27 feet; thence North 00°01'19" West, a distance of 61.57 feet to a point being on a line lying 35.00 feet South of and parallel with (as measured at right angles) the North line of said Block 6; thence South 89°58'41" West along said parallel line, a distance of 189.95 feet to the point of curvature of a circular curve to the left; thence Southerly and Westerly along the arc of said curve having a radius of 15.00 feet, a central angle of 60°11'15" for a distance of 15.76 feet to a point being on said Southeasterly line of those lands dedicated to the Town of Belle Glade; thence South 29°47'26" West along said Southeasterly line, a distance of 75.91 feet to the POINT OF BEGINNING.

EXHIBIT 'B'
PERMITTED EXCEPTIONS

COMMITMENT SCHEDULE A

COMMITMENT NO.: 2909013

FILE NO.: 2909013

EFFECTIVE DATE: 9/27/2009 at 8:00 AM.

Inquires should be directed to:

SUSAN BIAMONTE
Southeast Guaranty & Title, Inc.
1645 PALM BEACH LAKES BLVD.
SUITE 160
WEST PALM BEACH, Florida 33401

1. Policy to be issued:	Amount
ALTA Owner's Policy - (10-17-92) with Florida Modifications	TBD _____

Proposed Insured:

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

3. Title to said estate or interest in said land is at the effective date hereof vested in:

CITY OF BELLE GLADE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

4. The land referred to in this Commitment is described as follows:

A parcel of land being a portion of Lot 1, Block 6 of the Hiatus between Township 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat thereof as recorded in Plat Book 18, Page 48 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the intersection of the North line of Block 6 of the Hiatus between Townships 43 and 44 South, Range 37 East, Palm Beach County, Florida and the centerline of S.W. Second Street as depicted on the Plat of Rader Subdivision No. 3 as recorded in Plat Book 21, Page 10 of the Public Records of Palm Beach County, Florida; thence South 29° 47' 26" West (as a basis of bearings) along said centerline, a distance of 107.74 feet to a point being on the Northwesterly extension of the Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida; thence South 60° 12' 34" East along said extension line, a distance of 30.02 feet to a point being on the Southeasterly line of those lands dedicated to the Town of Belle Glade for street, sidewalk and drainage purposes as recorded in Deed Book 655, Page 526 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue South 60° 12' 34" East along said Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida, a distance of 291.98 feet; thence North 29° 47' 26" East, a distance of 45.13 feet; thence North 65° 11' 37" East, a distance of 12.52 feet; thence North 27° 10' 25" West, a distance of 79.71 feet to the point of curvature of a circular curve to the right; thence Northerly along the arc of said curve having a radius of 91.31 feet, a central

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are Included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**CHICAGO TITLE
INSURANCE COMPANY**

COMMITMENT SCHEDULE A

COMMITMENT NO.: 2909013

FILE NO.: 2909013

angle of 27° 09' 06" for a distance of 43.27 feet; thence North 00° 01' 19" West, a distance of 61.57 feet to a point being on a line lying 35.00 feet South of and parallel with (as measured at right angles) the North line of said Block 6; thence South 89° 58' 41" West along said parallel line, a distance of 169.95 feet to the point of curvature of a circular curve to the left; thence Southerly and Westerly along the arc of said curve having a radius of 15.00 feet, a central angle of 60° 11' 15" for a distance of 15.76 feet to a point being on said Southeasterly line of those lands dedicated to the Town of Belle Glade; thence South 29° 47' 26" West along said Southeasterly line, a distance of 75.91 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in The Town of Belle Glade, Palm Beach County, Florida.

Together With an easement over the following described lands:

A parcel of land being a portion of Lot 1, Block 6 of the Hiatus between Township 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat thereof as recorded in Plot Book 18, Page 48 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of Block 6 of the Hiatus between Townships 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida; thence South 29° 47' 26" West (as a basis of bearings) along the East line of said Block 6, a distance of 40.34 feet to a point being on a line lying 35.00 feet South of and parallel with (as measured at right angles) the North line of said Block 6; thence South 89° 58' 41" West along said parallel line, a distance of 395.85 feet to the POINT OF BEGINNING; thence continue South 89° 58' 41" West along said parallel line, a distance of 30.00 feet; thence South 00° 01' 19" East, a distance of 61.57 feet to the point of curvature of a circular curve to the left; thence Southerly along the arc of said curve having a radius of 91.31 feet, a central angle of 27° 09' 06" for a distance of 43.27 feet; thence South 27° 10' 25" East, a distance of 43.69 feet; thence North 00° 01' 19" West, a distance of 142.11 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Belle Glade, Palm Beach County, Florida.

END OF SCHEDULE A

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**CHICAGO TITLE
INSURANCE COMPANY**

COMMITMENT SCHEDULE B - SECTION I

COMMITMENT NO.: 2909013

FILE NO.: 2909013

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
1. Warranty Deed from City of Belle Glade, a municipal corporation of the State of Florida, to Palm Beach County, a political subdivision of the State of Florida.
 2. We will require written proof that the Grantor is authorized to convey the land(s) described in Schedule A. 4. herein.
 3. 2008 real property taxes are paid for PCN 04-37-43-42-01-006-0020. Gross amount is \$84.30.
 4. 2008 real property taxes are paid for PCN 04-37-43-42-01-006-0012. Gross amount is \$1,123.34.
- B. Affidavit from the seller stating:
1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
 2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
 3. A sample form of this affidavit is attached.
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insurer or its agent.
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insurer or its agent.

END OF SCHEDULE B - SECTION I

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section -I and Schedule B Section-II are included."

**CHICAGO TITLE
INSURANCE COMPANY**

COMMITMENT SCHEDULE B - SECTION II

COMMITMENT NO.: 2909013

FILE NO.: 2909013

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
3. Special Exceptions: NONE
4. Taxes for the year 2009, which are not yet due and payable and subsequent years, which are not yet due and payable.
5. Dimensions and description matters as shown on the plat of BELLE GLADE MUNICIPAL PARK recorded in Plat Book 18, Page 48.
6. Reservations in favor of the Trustees of the Internal Improvement Fund recorded in Deed Book 120, Page 457.
7. Reservations in favor of the Trustees of the Internal Improvement Fund recorded in Deed Book 131, Page 221.
8. Reservations in favor of the Trustees of the Internal Improvement Fund recorded in Deed Book 668, Page 134.
9. Reservations in favor of the Trustees of the Internal Improvement Fund recorded in Deed Book 693, Page 208.

NOTE: All recording references contained herein are in the Public Records of Palm Beach County, Florida.

END OF SCHEDULE B - SECTION II

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section -I and Schedule B Section-II are included."

**CHICAGO TITLE
INSURANCE COMPANY**

EXHIBIT 'C'
ACCESS EASEMENT

Prepared by & Return to:
Margaret Jackson, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Portions of Property Control Numbers: 04-37-43-42-01-006-0020 and 04-37-43-42-01-006-0012

ACCESS EASEMENT

THIS EASEMENT is granted _____ by **CITY OF BELLE GLADE**, a municipal corporation of the State of Florida, whose mailing address is 110 Dr. Martin Luther King Jr. Blvd. West, Belle Glade, Florida 33430 ("**City**"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("**County**") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

RECITALS

Whereas, City owns the property described on **Exhibit "A"** attached hereto and by reference made a part hereof (hereinafter referred to as "City Property" or "Easement Premises"); and

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

Whereas, County is in the process of developing the County Property for the location of Fire Rescue's Battalion Headquarters; and

Whereas, County has requested that City grant the County an access easement across the City Property for fire truck access to County Property; and

Whereas, City wishes to provide to County, its successors and assigns, a non-exclusive easement and rights of access for access, ingress and egress to and from County Property.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. City does hereby grant, bargain, sell and convey to County, its successors and assigns, a perpetual non-exclusive easement for the purposes of access, ingress and egress

to the County Property and the facilities located thereon, including but not limited to vehicular and pedestrian traffic, over and upon Easement Premises.

3. This Easement shall be an easement appurtenant to the County Property and shall inure to the benefit of and run with title to the County Property; this easement may not be transferred or assigned separate and apart from the County Property.

4. The grant of this Easement shall in no way restrict the right and interest of the City in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. County acknowledges that County is responsible for construction and maintenance of improvements to the Easement Premises.

6. City acknowledges that County shall have unrestricted access for ingress and egress over and upon the Easement Premises.

7. The grant of Easement contained herein is solely for the use and benefit of County and County's authorized agents, employees, and contractors who desire to use the facilities located on the County Property.

8. 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.

9. The terms, conditions, covenants and provisions of this Easement shall run with the land and burden the City Property and inure to the benefit of and be binding upon the City and County, and their respective successors and assigns.

10. In the event that City fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall have all remedies available to it by law, including but not limited to, the right of specific performance thereof.

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

12. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City has executed this Access Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

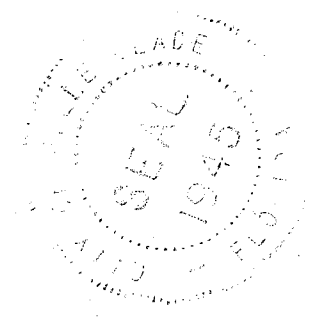
City:
CITY OF BELLE GLADE, a municipal corporation of the State of Florida

ATTEST:
By: [Signature]
City Clerk

By: [Signature]
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
City Attorney

(City Seal)



Signed and delivered in the presence of:

Raquel Prince
Witness Name

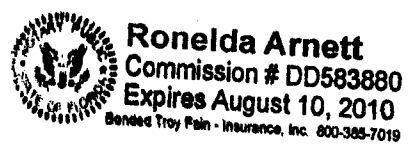
Raquel Prince
Print Witness Name

Jennifer Davis
Witness Name

Jennifer Davis
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 26th day of October, 2009, before me personally appeared Steve B. Wilson, Mayor, personally known to me or who produced _____ as identification and who did () did not (X) take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.

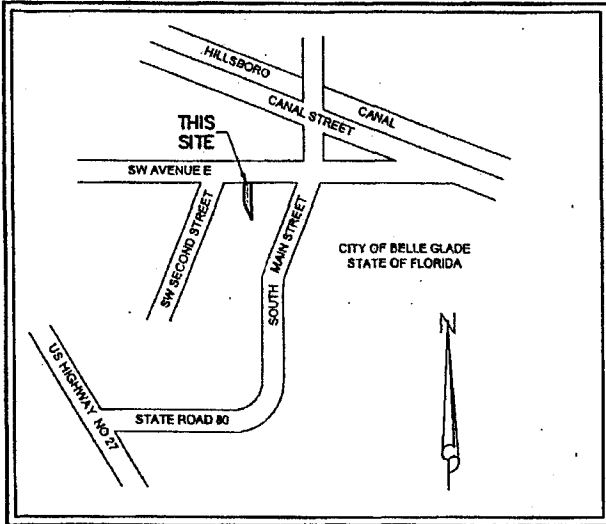


Ronelda Arnett
Notary Public, State of Florida
Ronelda Arnett
Print Name
Commission No. DD583880
My Commission Expires: 8/10/2010

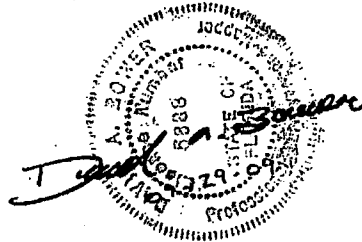
EXHIBIT "A"

"CITY PROPERTY / EASEMENT PREMISES"

SKETCH & DESCRIPTION



LOCATION MAP
NOT TO SCALE



SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF BLOCK 6 OF THE HIATUS BETWEEN TOWNSHIP 43 SOUTH AND TOWNSHIP 44 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF SOUTH 29°47'26" WEST, BASED UPON THE NORTH AMERICAN DATUM OF 1983, ON THE 1990 ADJUSTMENT FOR THE FLORIDA TRANSVERSE MERCATOR - EAST ZONE.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS (DAVID A. BOWER) LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY PROPERTY
 AND REAL ESTATE MANAGEMENT DIVISION

DRAWN: DB	SCALE: N/A	DATE: 09/24/09
CHK: DJL/DB	JOB# 09-062-AE	SHEET: 1 OF 4

DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 6 of the Hiatus between Township 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat thereof as recorded in Plat Book 18, Page 48 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows.

COMMENCING at the Northeast corner of Block 6 of the Hiatus between Townships 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida; thence South 29°47'26" West (as a basis of bearings) along the East line of said Block 6, a distance of 40.34 feet to a point being on a line lying 35.00 feet South of and parallel with (as measured at right angles) the North line of said Block 6; thence South 89°58'41" West along said parallel line, a distance of 395.85 feet to the POINT OF BEGINNING; thence continue South 89°58'41" West along said parallel line, a distance of 30.00 feet; thence South 00°01'19" East, a distance of 61.57 feet to the point of curvature of a circular curve to the left; thence Southerly along the arc of said curve having a radius of 91.31 feet, a central angle of 27°09'06" for a distance of 43.27 feet; thence South 27°10'25" East, a distance of 43.69 feet; thence North 00°01'19" West, a distance of 142.11 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Belle Glade, Palm Beach County, Florida.

Containing 3,348 square feet more or less.

LEGEND:

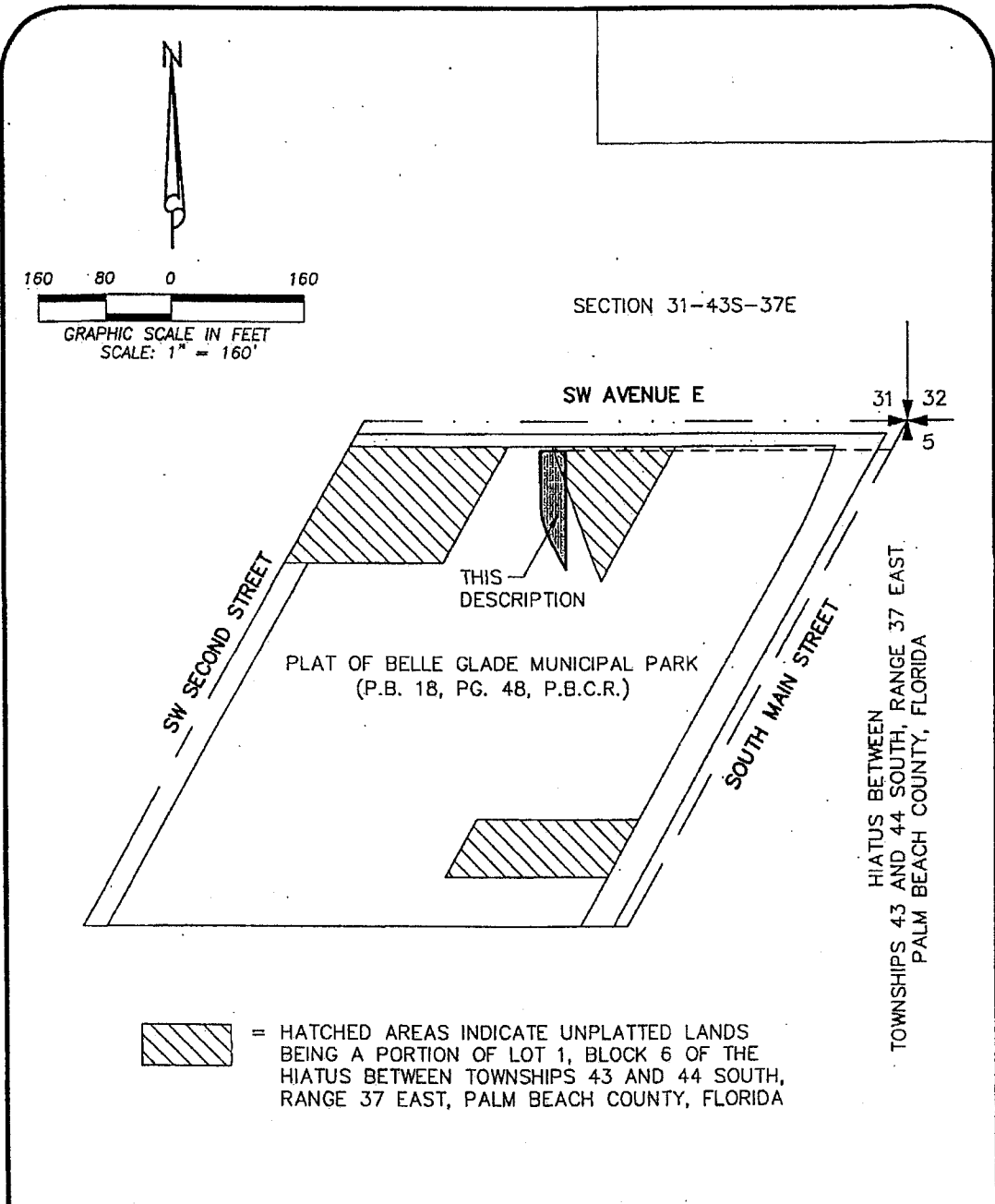
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- O.R.B. = OFFICIAL RECORDS BOOK
- S.F. = SQUARE FEET
- ± = MORE OR LESS

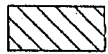
LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 89°58'41" W	30.00'
L-2	S 00°01'19" E	61.57'
L-3	S 27°10'25" E	43.69'
L-4	N 00°01'19" W	142.11'

CURVE TABLE			
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH
C-1	91.31'	27°09'06"	43.27'

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: PALM BEACH COUNTY PROPERTY AND REAL ESTATE MANAGEMENT DIVISION		
DRAWN: DB	SCALE: N/A	DATE: 09/24/09
CHK: DJL/DB	JOB# 09-062-AE	SHEET: 2 OF 4



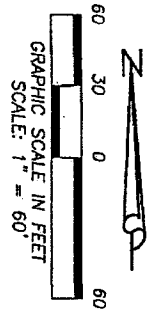
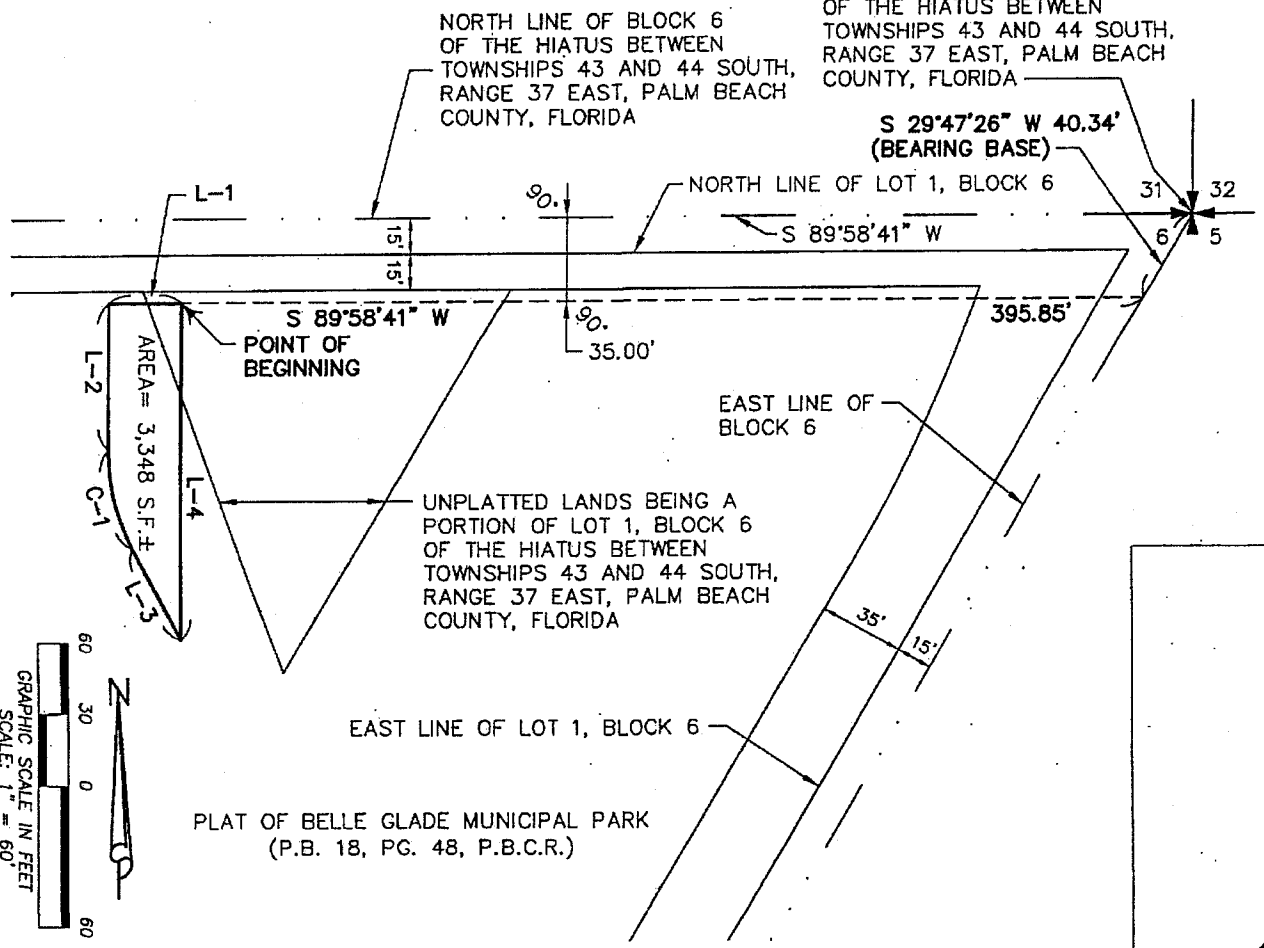
 = HATCHED AREAS INDICATE UNPLATTED LANDS BEING A PORTION OF LOT 1, BLOCK 6 OF THE HIATUS BETWEEN TOWNSHIPS 43 AND 44 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY PROPERTY
 AND REAL ESTATE MANAGEMENT DIVISION

DRAWN: DB	SCALE: AS SHOWN	DATE: 09/24/09
CHK: DJL/DB	JOB# 09-082-AE	SHEET: 3 OF 4

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF BLOCK 6
 OF THE HIATUS BETWEEN
 TOWNSHIPS 43 AND 44 SOUTH,
 RANGE 37 EAST, PALM BEACH
 COUNTY, FLORIDA



PLAT OF BELLE GLADE MUNICIPAL PARK
 (P.B. 18, PG. 48, P.B.C.R.)

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

K:\2009 Jobs\09-062\460\09-062-AE.dwg 9/24/2009 11:03:38 AM EDT

SKETCH & DESCRIPTION			
FOR: PALM BEACH COUNTY PROPERTY AND REAL ESTATE MANAGEMENT DIVISION			
DRAWN: DB	SCALE: AS SHOWN	DATE: 09/24/09	
CHK: D.L./DB	JOB#: 09-062-AE	SHEET: 4 OF 4	

EXHIBIT "B"

"COUNTY PROPERTY"

DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 6 of the Hiatus between Township 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat thereof as recorded in Plat Book 18, Page 48 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows.

COMMENCING at the intersection of the North line of Block 6 of the Hiatus between Townships 43 and 44 South, Range 37 East, Palm Beach County, Florida and the centerline of S.W. Second Street as depicted on the Plat of Rader Subdivision No. 3 as recorded in Plat Book 21, Page 10 of the Public Records of Palm Beach County, Florida; thence South 29°47'26" West (as a basis of bearings) along said centerline, a distance of 107.74 feet to a point being on the Northwesterly extension of the Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida; thence South 60°12'34" East along said extension line, a distance of 30.02 feet to a point being on the Southeasterly line of those lands dedicated to the Town of Belle Glade for street, sidewalk and drainage purposes as recorded in Deed Book 655, Page 526 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue South 60°12'34" East along said Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida, a distance of 291.98 feet; thence North 29°47'26" East, a distance of 45.13 feet; thence North 65°11'37" East, a distance of 12.52 feet; thence North 27°10'25" West, a distance of 79.71 feet to the point of curvature of a circular curve to the right; thence Northerly along the arc of said curve having a radius of 91.31 feet, a central angle of 27°09'06" for a distance of 43.27 feet; thence North 00°01'19" West, a distance of 61.57 feet to a point being on a line lying 35.00 feet South of and parallel with (as measured at right angles) the North line of said Block 6; thence South 89°58'41" West along said parallel line, a distance of 189.95 feet to the point of curvature of a circular curve to the left; thence Southerly and Westerly along the arc of said curve having a radius of 15.00 feet, a central angle of 60°11'15" for a distance of 15.76 feet to a point being on said Southeasterly line of those lands dedicated to the Town of Belle Glade; thence South 29°47'26" West along said Southeasterly line, a distance of 75.91 feet to the POINT OF BEGINNING.

EXHIBIT 'D'
WARRANTY DEED

PREPARED BY AND RETURN TO:
MARGARET JACKSON
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411-5605

PCN: 04-37-43-42-01-006-0012 (a portion of)
Closing Date: _____
Purchase Price: _____

STATUTORY WARRANTY DEED

(Florida Statutes 689.02)

THIS INDENTURE, made this _____ day of _____, 200_,
between **CITY OF BELLE GLADE**, a municipal corporation of the State of Florida,
whose post office address is 110 Dr. Martin Luther King Jr. Blvd. West, Belle Glade,
Florida ("Grantor") and **PALM BEACH COUNTY**, a political subdivision of the State
of Florida, whose post office address is 301 North Olive Avenue, West Palm Beach,
Florida 33401-4791 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and 00/100's (\$10.00)
Dollars to it in hand paid by Grantee, and other good and valuable consideration, the
receipt and sufficiency of which are hereby acknowledged, has granted, bargained, and
sold to Grantee, its successors and assigns forever, all that certain land situate in Palm
Beach County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER, with all the tenements, hereditaments and appurtenances thereto
belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor does hereby fully warrant the title to said land, and will defend the
same against the lawful claims of all persons whomsoever.

Grantor:

CITY OF BELLE GLADE, a municipal corporation of the State of Florida

By: Steve B. Wilson, Mayor

Attest: [Signature], City Clerk

(City Seal)

Approved as to Form and Legality:

[Signature]

City Attorney

Raquel Prince
Witness Signature

Raquel Prince
Witness Name Printed

Jennia Davis
Witness Signature

JENNIA DAVIS
Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of October, 2009, by Steve B. Wilson, as the Mayor of the City of Belle Glade, a municipal corporation of the State of Florida, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.



Ronelda Arnett
Commission # DD583880
Expires August 10, 2010
Bonded Troy Fain - Insurance, Inc. 800-365-7019

(Stamp/Seal)

Ronelda Arnett
Notary Public, State of Florida

Ronelda Arnett
Print Notary Name

DD583880
Commission Number
My Commission Expires: 8/10/2010

Approved by the Palm Beach County Board of County Commissioners on _____

County Attorney or Designee

Exhibit "A"

DESCRIPTION:

A parcel of land being a portion of Lot 1, Block 6 of the Hiatus between Township 43 South and Township 44 South, Range 37 East, Palm Beach County, Florida and a portion of the Plat of BELLE GLADE MUNICIPAL PARK, according to the Plat thereof as recorded in Plat Book 18, Page 48 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows.

COMMENCING at the intersection of the North line of Block 6 of the Hiatus between Townships 43 and 44 South, Range 37 East, Palm Beach County, Florida and the centerline of S.W. Second Street as depicted on the Plat of Rader Subdivision No. 3 as recorded in Plat Book 21, Page 10 of the Public Records of Palm Beach County, Florida; thence South 29°47'26" West (as a basis of bearings) along said centerline, a distance of 107.74 feet to a point being on the Northwesterly extension of the Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida; thence South 60°12'34" East along said extension line, a distance of 30.02 feet to a point being on the Southeasterly line of those lands dedicated to the Town of Belle Glade for street, sidewalk and drainage purposes as recorded in Deed Book 655, Page 526 of the Public Records of Palm Beach County, Florida and the POINT OF BEGINNING; thence continue South 60°12'34" East along said Northeasterly line of those lands conveyed to Palm Beach County by Statutory Warranty Deed as recorded in Official Records Book 22180, Page 1465 of the Public Records of Palm Beach County, Florida, a distance of 291.98 feet; thence North 29°47'26" East, a distance of 45.13 feet; thence North 65°11'37" East, a distance of 12.52 feet; thence North 27°10'25" West, a distance of 79.71 feet to the point of curvature of a circular curve to the right; thence Northerly along the arc of said curve having a radius of 91.31 feet, a central angle of 27°09'06" for a distance of 43.27 feet; thence North 00°01'19" West, a distance of 61.57 feet to a point being on a line lying 35.00 feet South of and parallel with (as measured at right angles) the North line of said Block 6; thence South 89°58'41" West along said parallel line, a distance of 189.95 feet to the point of curvature of a circular curve to the left; thence Southerly and Westerly along the arc of said curve having a radius of 15.00 feet, a central angle of 60°11'15" for a distance of 15.76 feet to a point being on said Southeasterly line of those lands dedicated to the Town of Belle Glade; thence South 29°47'26" West along said Southeasterly line, a distance of 75.91 feet to the POINT OF BEGINNING.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/18/2011

REQUESTED BY: Margaret Jackson

PHONE: 233-0212

FAX: 233-0210

PROJECT TITLE: Fire Station #73 - Belle Glade

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$76,506.30

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: The County has agreed to donate \$75,000.00 towards the redesigning and planning of a new municipal complex and the City of Belle Glade has agreed to donate a 0.79 acre parcel of land for fire-rescue purposes (administrative offices). Anticipated closing costs are approximately \$1,506.30.

CONSTRUCTION	
VENDOR SERVICES	
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	\$76,506.30

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND: 3700

DEPT: 441

UNIT: F096

OBJ: 6101
SUB OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
 Non-Ad Valorem (source/type: _____)
 Grant (source/type: _____)
 Park Improvement Fund (source/type: _____)
 General Fund Operating Budget Federal/Davis Bacon
 _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: _____

BAS APPROVED BY: J. St. Pierre DATE: 3-24-11

ENCUMBRANCE NUMBER:

C:\Documents and Settings\mmartz\Local Settings\Temporary Internet Files\Content.Outlook\JOCG19KT\BAS Donation Plus Closing Costs 3-18-11.doc

ATT.# 3

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/25/2011

REQUESTED BY: Margaret Jackson

PHONE: 233-0212

FAX: 233-0210

PROJECT TITLE: Fire Station #73 - Belle Glade

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$142.69

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Due to the delay in closing, additional costs have incurred in the amount of \$142.69.

CONSTRUCTION
VENDOR SERVICES
STAFF COSTS**
EQUIP. / SUPPLIES
CONTINGENCY
TOTAL \$142.69

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FT&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND: 3700

DEPT: 441

UNIT: 4096

OBJ: 6101

SUB OBJ:

Jan D 4/26/11

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

Ad Valorem (source/type: _____)

Non-Ad Valorem (source/type: _____)

Grant (source/type: _____)

Park Improvement Fund (source/type: _____)

General Fund Operating Budget Federal/Davis Bacon

_____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: _____

BAS APPROVED BY: *J St Pierre*

DATE: 4-26-11

ENCUMBRANCE NUMBER:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ <u>76,506.30</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$76,506.30</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 3700 Dept 441 Unit F096 Object 6101
 Program _____

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

In addition to the \$75,000.00 donation to the City of Belle Glade, the County will be responsible for \$1,506.30 in estimated closing costs.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/13/09
 OFMB 10/13/09 10/13/09 10/13/09 10/13/09

[Signature] 10/19/09
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/13/09
 Assistant County Attorney
 Agreements not signed by City at time of CAO review.

This Contract complies with our contract review requirements.

At the time of our review, the Contract was not executed.

C. Other Department Review:

 Department Director

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