

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 13, 2013 Consent Regular
 Ordinance Public Hearing

Department
 Submitted By: Environmental Resources Management
 Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A. An Access Easement and Release of Easement Agreement (Access Easement) whereby Palm Beach County ("PBC") grants a 30-foot wide access easement to the South Florida Water Management District ("District") and Martin County through the Cypress Creek Natural Area. The easement will run with the land and generally follows the footprint of the existing Gulfstream Citrus Road from Indiantown Road to the Martin County line; and

B. Execution of a Memorandum of Agreement (MOA) with the District and Martin County for a period of five (5) years, with four (4) five (5) year options to extend the MOA for the issuance of PBC licenses via the District's web-based permitting process to regulate the public use of the Access Easement.


Summary: During the acquisition of the Cypress Creek Natural Area, PBC, the District and Martin County signed an Interlocal Agreement dated May 28, 2002 (R2002-0850) to cooperate in the purchase of 3,996 acres known as Cypress Creek. That Interlocal Agreement was subsequently amended by the First Amendment to the Interlocal Agreement ("First Amendment") dated December 12, 2002 (R2002-2195). The First Amendment requires PBC to grant the District and Martin County an access easement through PBC's portion of the Cypress Creek Natural Area so that they may access their jointly-owned lands ("jointly-owned lands") in Martin County. There is no cost to the County associated with this item. District 1 (HJF)

Background and Justification: This agenda item completes commitments made to our partners in the original acquisition of the lands from Indiantown Realty Limited Partnership that form a large portion of the Cypress Creek Natural Area. Execution of these documents will establish an easy way for the public to obtain the license to use the Access Easement to enter into the jointly-owned lands in Martin County. Martin County and the District have constructed a primitive parking area on their property approximately 250 feet north of the county line. The capacity of that parking area is an important factor in determining the carrying capacity for that site and will be directly related to the number of licenses issued on a daily basis for use of the Access Easement. The license is per vehicle using the easement premises to access the jointly-owned lands in Martin County. The parties have agreed that under this MOA, the initial number of licenses to be issued shall be a maximum of 10 licenses (i.e., 10 vehicles) per day.

Attachments:

1. Location Map
2. Access Easement and Release of Easement Agreement
3. Memorandum of Agreement between District and PBC

Recommended by:  7/27/13
 Department Director Date

Approved by:  7/27/13
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund ___ Department ___ Unit ___ Object _____
 Program _____

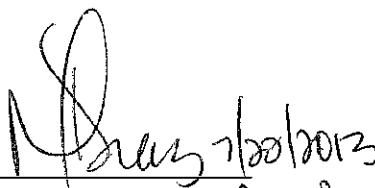
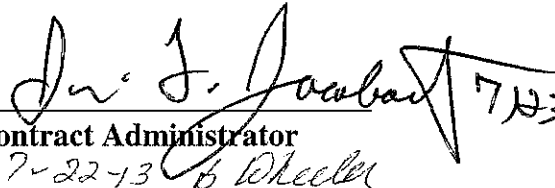
B. Recommended Sources of Funds/Summary of Fiscal Impact


There is no fiscal impact associated with this item.

C. Department Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

 7/20/2013
 OFMB *cc 7/19/13 PM 7-19-13*
 7/23/13
 Contract Administrator *7-22-13 B Wheeler*

B. Legal Sufficiency:


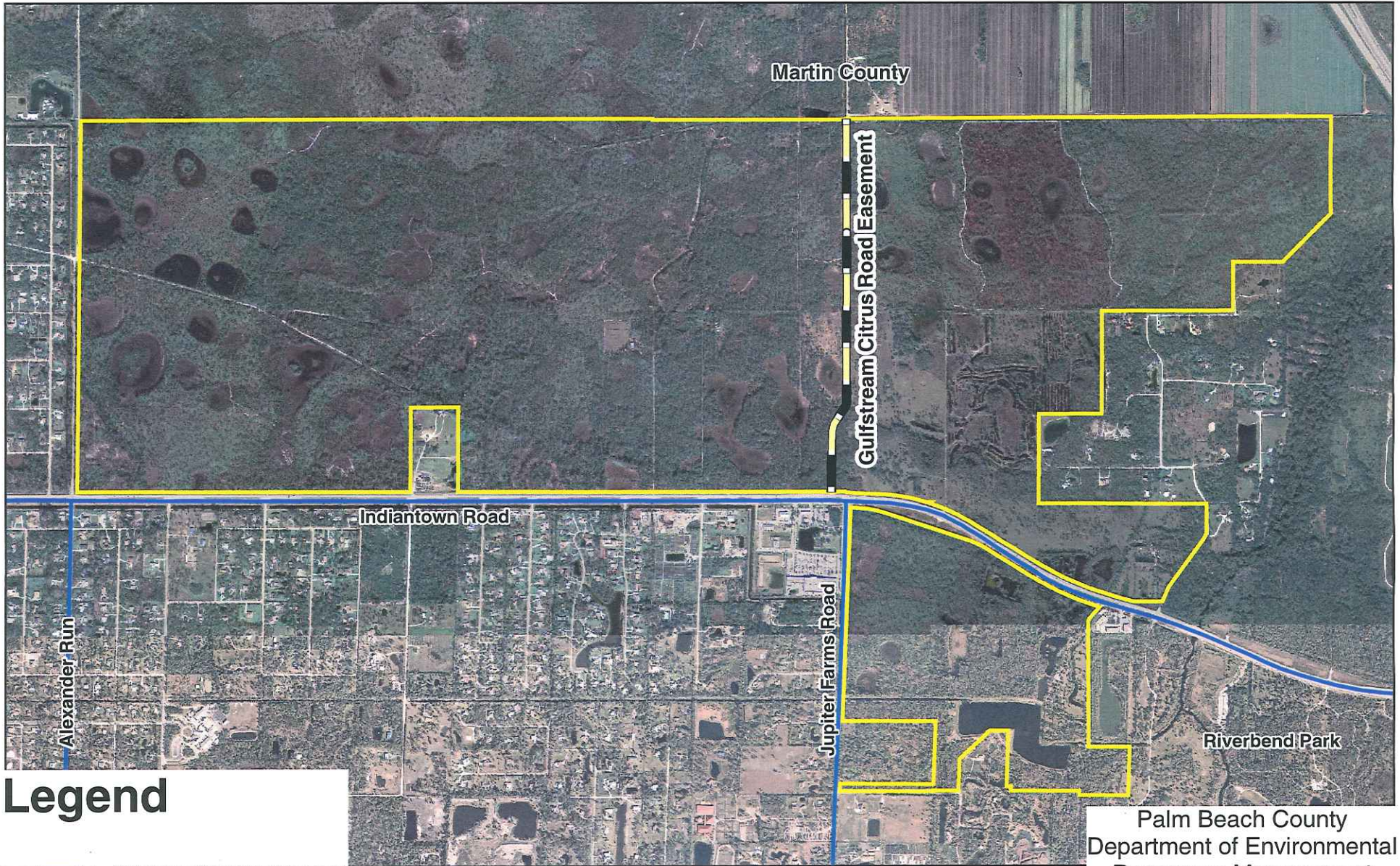
Assistant County Attorney
Agreements not signed by other parties at time of CAO review

C. Other Department Review:
 Property and Real Estate Management

 Department Director

This is important as the Jesup Trail alignment is within the Access Easement and PBC desires to limit motorized vehicle traffic on that Access Easement area due to potential conflicts with hiking, cycling and equestrian users of the Jesup Trail.

Gulfstream Citrus Road Easement Location Map



Legend

 Gulfstream Citrus Road Easement

 Major Roads

 Cypress Creek Natural Area



Palm Beach County
Department of Environmental
Resources Management



7/27/11 BJS

ATTACHMENT 1

Prepared by/Return to:
David Gillings, Environmental Manager
Department of Environmental Resources Management
2300 N. Jog Road 4th Floor
West Palm Beach, FL 33411
Portion of Property Control Numbers:
00-41-40-36-01-024-0010
00-41-40-36-01-016-0010
00-41-40-36-01-008-0010
00-41-40-36-01-001-0020

ACCESS EASEMENT AND RELEASE OF EASEMENT AGREEMENT

THIS ACCESS EASEMENT AND RELEASE OF EASEMENT AGREEMENT is entered into _____, 2013, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("PBC"), whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes ("District") with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406-3089, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, and **MARTIN COUNTY**, a political subdivision of the State of Florida ("Martin"), whose mailing address is 2401 S.E. Monterey Road, Stuart, Florida 34996-3322. District and Martin are referred to individually and collectively herein as "Grantee".

RECITALS

Whereas, the parties entered into an Interlocal Agreement, dated May 28, 2002 (R2002-0850), concerning the acquisition and management of lands located in Martin and Palm Beach Counties generally referred to as the Cypress Creek project area ("Cypress Creek"), which agreement was amended by the First Amendment to Interlocal Agreement dated December 12, 2002 (R2002-2195) (the "First Amendment"); and

Whereas, the parties cooperated jointly to purchase Cypress Creek, an area of land containing a total of approximately 3,996.34 acres, which was identified by PBC and Grantee as a valuable native Florida ecosystem; and

Whereas, PBC manages 2083.12 acres of Cypress Creek south of the Martin County line as the Cypress Creek Natural Area; and

Whereas, the purchase of Cypress Creek was funded, in part, by the Florida Forever's Acquisition and Restoration Council; and

Whereas, PBC owns the portion of Cypress Creek described on **Exhibit "A"** attached hereto and by reference made a part hereof (hereinafter referred to as "Burdened Property" or "Easement Premises"); and

Whereas, Grantee owns the portion of Cypress Creek described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property"); and

Whereas, the First Amendment requires PBC to grant Grantee an access easement over the Burdened Property to serve the Benefitted Property after District records full and final releases of those certain easements granted by Indiantown Realty Partners Limited Partnership (“Indiantown Realty”) to Sunrise Boys, L.L.C., recorded in Official Records Book 11604, Page 1247 and Official Records Book 1448, Page 622 of the public records of Palm Beach County, Florida, and Martin County, Florida, respectively (collectively, the “Indiantown Realty Easements”), which encumber a portion of the Burdened Property; and

Whereas, District and Martin, as the co-owners of the property benefitted by the Indiantown Realty Easements, wish to include in this Easement the release of the Indiantown Realty Easements; and

Whereas, PBC wishes to provide to Grantee, its successors and assigns, a new non-exclusive easement for the purpose of providing access, ingress and egress to and from Indiantown Road to the Martin County line to serve the Benefitted Property in place of the easements being released hereby.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. PBC does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual non-exclusive easement for the purposes of access, ingress and egress to and from the Benefitted Property and the facilities located thereon, including but not limited to vehicular and pedestrian traffic, over and upon the Easement Premises (“Easement”). PBC and Grantee acknowledge that this Easement is for the use and benefit of Grantee, its successors and assigns, and Grantee’s authorized agents, employees, and contractors (including without limitation, Grantee’s lessees, if any) and the authorized general public, and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use; provided, however, that the general public’s vehicular use of the Easement Premises shall be subject to the terms and conditions set forth in paragraph 5 of this Easement.
3. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and run with title to the Benefitted Property; this easement may not be transferred or assigned separate and apart from the Benefitted Property.
4. The grant of this Easement shall in no way restrict the right and interest of PBC in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not unreasonably interfere with the rights granted herein.
5. PBC may install a security gate to prevent unauthorized vehicular use of the Easement Premises by the public; provided, however, that in the event PBC installs a security gate, such gate shall not block non-vehicular ingress and egress to and from the Benefitted Parcel via the Easement

Premises. Additionally, PBC acknowledges and agrees that Grantee and its respective employees, contractors, agents and lessees shall have access restricted only as provided herein (vehicular and otherwise) for ingress and egress over, across, through and upon the Easement Premises. PBC shall also provide Grantee with a key or security code, as required, to enable the authorized general public to open the gate. PBC shall allow Grantee to install its own lock on the gate for use by Grantee, Grantee's agents, employees, and contractors (including without limitation, Grantee's lessees, if any), provided that PBC is not prevented from vehicular access to the Easement Premises. Grantee shall insure that the gate is secured each time after Grantee's use. In the event PBC elects to install a security gate to prevent the unauthorized vehicular use of the Easement Premises by the general public, PBC shall provide vehicular access through such gate to any member of the general public authorized by PBC or Grantee to access the Benefitted Property via the Easement Premises. PBC and Grantee have established written procedures for permitting vehicular access to authorized members of the general public (the "Permitting Procedure"), pursuant to that certain _____, 2013 Memorandum of Agreement (the "MOA") between PBC and Grantee. The parties hereby acknowledge and agree that the MOA may from time to time be modified by agreement of the parties whereby the Permitting Procedure may also be modified. The parties hereby further acknowledge and agree that in the event that the MOA is ever terminated or otherwise no longer effective (the "Termination"), the Permitting Procedure for purposes of this Easement shall be the Permitting Procedure pursuant to the latest modification of the MOA at the time of the Termination.

6. In the event PBC determines, in its reasonable discretion, that it is necessary to relocate the Easement Premises for the purpose of accomplishing PBC's management objectives for the Cypress Creek Natural Area, the Easement Premises may be relocated to a location approved by PBC, District, and Martin, which approval may not be unreasonably withheld by any party. The relocation of the Easement Premises within the Cypress Creek Natural Area shall be at the sole cost of PBC, shall have the same northern terminus as the currently proposed Easement Premises, and be evidenced by an amendment to this Easement executed by all parties hereto and recorded in the public records of Palm Beach County.

7. Grantee acknowledges that the Easement Premises currently consists of a dirt and sand road and that PBC is not obligated to improve or maintain the existing road. Grantee further acknowledges that if the Easement Premises are relocated, the relocated Easement Premises shall also consist of a dirt and sand road. Grantee shall have the right, but not the obligation, to improve the Easement Premises as determined by Grantee in order to insure the full enjoyment of the rights granted and conveyed by this Easement. Any repairs and/or improvement to the Easement Premises must be pre-approved by PBC, which approvals will not be unreasonably delayed, withheld, and/or conditioned. Notwithstanding the foregoing, Grantee shall not be entitled to alter or obstruct the natural surface drainage of PBC's abutting property.

8. The grant of Easement contained herein is solely for the use and benefit of Grantee, Grantee's authorized agents, employees, and contractors (including without limitation, Grantee's lessees, if any) and the authorized general public and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use; provided, however, that the general public's vehicular use of the Easement Premises shall be subject to the terms and conditions set forth in paragraph 5 of this Easement.

9. 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.

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

11. Grantee acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. The foregoing 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 agreement by Grantee to indemnify PBC for PBC's negligent, willful or intentional acts or omissions.

12. In the event that any party 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, any other party shall have all remedies available to it by law, including but not limited to, the right of specific performance thereof.

13. 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.

14. 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, written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

15. In consideration of this Easement, District and Martin do hereby remise, release, and quit-claim unto PBC any and all right, title or interest District and Martin may have under the Indiantown Realty Easements.

16. This Easement may be executed in one or more counterparts, each of which is considered an original, but all of which together constitute one and the same instrument. A facsimile copy of this Easement and any signatures hereon will be considered for all purposes as originals.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

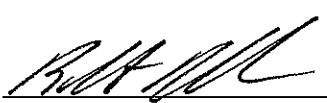
By: _____
Steven L. Abrams, Mayor

Date: _____

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

By: 
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS:**

By: 
Robert Robbins, Director
Palm Beach County Department of
Environmental Resources Management

DISTRICT:
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, By Its
Governing Board

Attest: _____
Secretary

(SEAL)

By: _____
Daniel O'Keefe, Chairman

Date: _____

Form Approved By:

South Florida Water Management
District Office of Counsel

Date: _____

ATTEST:

**MARTIN:
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN, CLERK of
the Circuit Court

SARAH HEARD, CHAIR

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL D. DURHAM, COUNTY ATTORNEY

EXHIBIT "A"

"BURDENED PROPERTY"

"Easement Premises"

EXHIBIT "A"

LEGAL DESCRIPTION

A 30 FOOT ACCESS EASEMENT IN A PORTION OF SECTION 36, TOWNSHIP 40 SOUTH, RANGE 41 EAST AND SECTION 31, TOWNSHIP 40 SOUTH, RANGE 42 EAST AS SHOWN IN PHILO FARMS, PLAT BOOK 3 PAGE 11, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, THENCE NORTH 00°02'39" EAST (BEARING BASE) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 148.58 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD AS SHOWN IN DEED BOOK 979, PAGE 621 AND OFFICIAL RECORD BOOK 8319, PAGE 1458, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A NON-TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 5,854.65 FEET AND A RADIAL BEARING OF SOUTH 03°09'05" WEST TO THE RADIUS POINT; THENCE WEST ALONG SAID RIGHT OF WAY AND CURVE THROUGH A CENTRAL ANGLE OF 01°59'57", A DISTANCE OF 204.28 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID CENTERLINE AND DIRT TRAIL THE FOLLOWING FOURTEEN COURSES;

- THENCE NORTH 00°05'52" WEST, A DISTANCE OF 211.99 FEET;
- THENCE NORTH 00°59'43" EAST, A DISTANCE OF 199.67 FEET;
- THENCE NORTH 01°19'28" EAST, A DISTANCE OF 350.13 FEET;
- THENCE NORTH 03°26'38" EAST, A DISTANCE OF 91.46 FEET;
- THENCE NORTH 15°29'57" EAST, A DISTANCE OF 54.43 FEET;
- THENCE NORTH 27°02'14" EAST, A DISTANCE OF 60.14 FEET;
- THENCE NORTH 32°38'07" EAST, A DISTANCE OF 187.64 FEET;
- THENCE NORTH 29°15'22" EAST, A DISTANCE OF 53.23 FEET;
- THENCE NORTH 23°07'00" EAST, A DISTANCE OF 49.12 FEET TO THE EAST

LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 36;
 THENCE NORTH 00°02'39" EAST ALONG SAID EAST LINE, A DISTANCE OF 1275.27 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 36;
 THENCE NORTH 06°35'51" EAST DEPARTING SAID EAST LINE, A DISTANCE OF 74.05 FEET;
 THENCE NORTH 01°37'44" EAST, A DISTANCE OF 74.54 FEET;
 THENCE NORTH 00°00'14" WEST, A DISTANCE OF 432.35 FEET;
 THENCE NORTH 00°04'02" EAST, A DISTANCE OF 2,061.30 FEET TO THE NORTH LINE OF SAID SECTION 31 AND THE POINT OF TERMINATION.

EASEMENT CONTAINS 155,125 SQUARE FEET MORE OR LESS.

THE EASEMENT SIDE LINES ARE TO TERMINATE AT THE SAID RIGHT OF WAY LINE OF INDIANTOWN ROAD AND THE NORTH LINE OF SAID SECTION 31 AND 36.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

N. Howard


NORMAN J. HOWARD, P.S.M.
 FLORIDA CERTIFICATE NO. 5776

2-26-09

DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT: CYPRESS CREEK NATURAL AREA 30' ACCESS EASEMENT	DESIGN FILE NAME S-1-09-2939.DGN	DRAWING NO. S-1-09-2939	SCALE: 1" = 200'	NO.	REVISION	BY	DATE
	S-1-09-2939		APPROVED: J.H. HOWARD DRAWN: E.A.C. CHECKED: N.J.H. DATE: 02/25/09	1	ADD LEG TO CL		2/26/09



**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411**

MATCH LINE "A" (SEE SHEET 3 OF 4)

TRACT 16.
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 17.
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

TRACT LINE

TRACT LINE

N23°07'00"E
49.12'

N29°15'22"E
53.23'

SEE DETAIL
AT RIGHT

CENTERLINE 30'
ACCESS EASEMENT
& DIRT TRAIL

N27°02'14"E
60.14'

N15°29'57"E
54.43'

N03°26'38"E
91.46'

TRACT 24.
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 32.
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

CENTERLINE 30' R/W
PER PHILO FARMS
P.B. 3, PG. 11

NORTH R/W
INDIANTOWN ROAD
D.B. 979, PG. 621

EAST LINE OF THE
SOUTHEAST QUARTER
OF SAID SECTION 36

POINT OF BEGINNING

N00°02'39"E, 148.58'

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF

SAID SECTION 36

TOWNSHIP 40 SOUTH --

RANGE 41 EAST

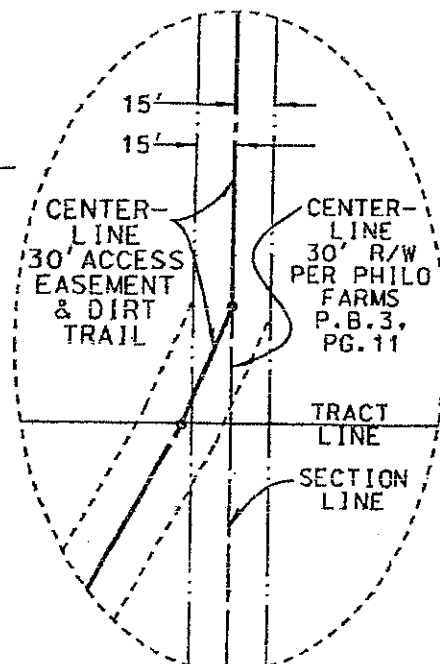
"PALM BEACH COUNTY

POSITION"

R= 5854.65'
Δ= 01°59'57"
L= 204.28'

NORTH R/W
INDIANTOWN ROAD
O.R.B. 8319, PG. 1458

S03°09'05"W
RADIAL



DETAIL
NOT TO SCALE

III



SCALE: 1" = 200'

THIS IS NOT A SURVEY

LEGEND

- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- D.B. = DEED BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH

MATCH LINE "B" (SEE SHEET 4 OF 4)

TRACT 1-8,
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 16,
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

EAST LINE OF THE
NORTHEAST QUARTER
OF SAID SECTION 36

EAST QUARTER CORNER
OF SAID SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST
"PALM BEACH COUNTY
POSITION"

N00°00'14"W 432.35'

N01°37'44"E
74.54'
N06°35'51"E
74.05'

TRACT LINE

TRACT LINE

SEE DETAIL
AT RIGHT

CENTERLINE 30'
ACCESS EASEMENT
& DIRT TRAIL

CENTERLINE 30' R/W
PER PHILO FARMS
P.B. 3, PG. 11

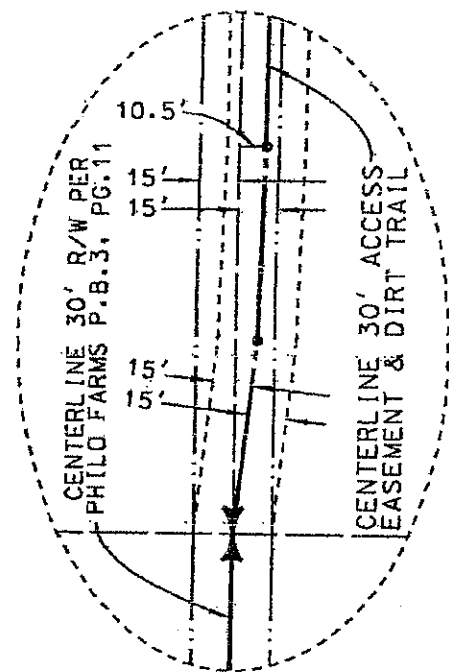
EAST LINE OF THE
SOUTHEAST QUARTER
OF SAID SECTION 36

15'
15'

TRACT 16,
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 17,
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

N00°02'39"E 1275.27'

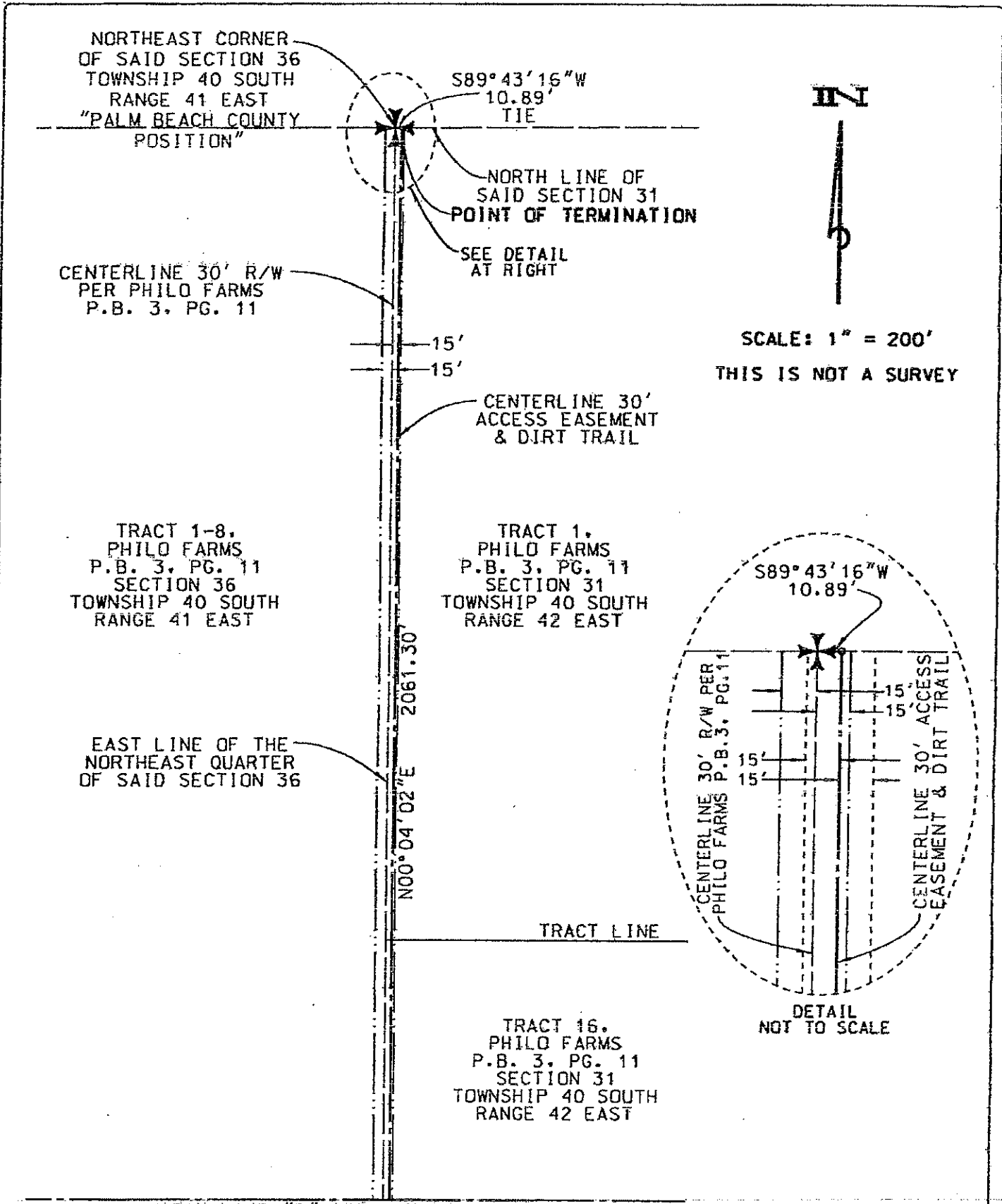


DETAIL
NOT TO SCALE

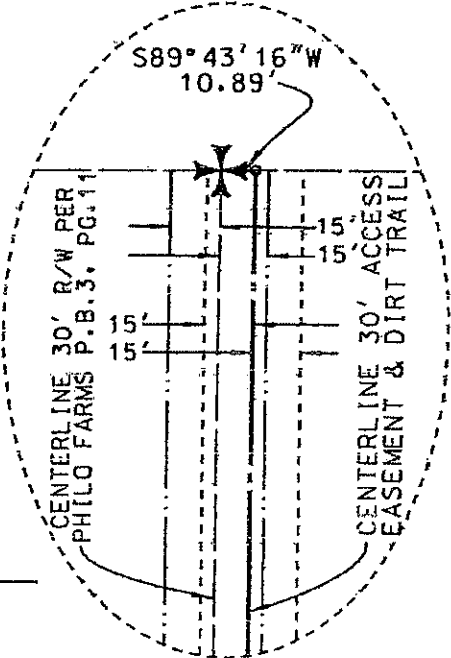


SCALE: 1" = 200'
THIS IS NOT A SURVEY

MATCH LINE "A" (SEE SHEET 2 OF 4)



SCALE: 1" = 200'
THIS IS NOT A SURVEY



DETAIL
NOT TO SCALE

EXHIBIT "B"

"BENEFITTED PROPERTY"

Exhibit "B"

Tract No. HB-100-004

A parcel of land lying in Sections 25 and 26, Township 40 South, Range 41 East and Sections 29 and 30, Township 40 South, Range 42 East, Martin County, Florida and being more particularly described as follows:

All of said Section 25, together with all of said Section 26, except the West 80.00 feet of said Section 26; together with all that part of said Section 29 lying Southwesterly of the Southwest Right-of-Way line of Florida's Turnpike; and together with that part of said Section 30 lying Southwesterly of the Southwest Right-of-Way line of Florida's Turnpike.

Containing 1987.17 acres, more or less.

TOGETHER WITH:

Tract No. HB100-019

The Northeast quarter and the Southeast quarter of Section 24, Township 40 South, Range 41 East, Martin County, Florida.

Together with all of Section 19, Township 40 South, Range 42 East, Martin County, Florida, LESS the Right-of-Way for the Sunshine State Parkway and LESS that portion conveyed to the Florida Department of Transportation described in Official Record Book 618, Page 673, Public Records of said Martin County, and LESS that portion conveyed to the Nature Conservancy as described in Official Record Book 752, Page 1986 of said Public Records.

Together with the West quarter of Section 20, Township 40 South, Range 42 East, Martin County, Florida, LESS that portion conveyed to the Nature Conservancy as described in Official Record Book 752, Page 1986 of said Public Records.

Containing 961.21 acres, more or less.

TOGETHER WITH:

Tract No. 23117-001

All that part of Section 13, Township 40 South, Range 41 East, Martin County, Florida, lying West of the Westerly Right-of-Way line of the Sunshine State Parkway, LESS the West 2427.75 feet thereof.

Together with all that portion of Section 18, Township 40 South, Range 42 East, Martin County, Florida, lying West of the Westerly Right-of-Way line of the Sunshine State Parkway.

TOGETHER WITH:

All that part of the South half of Section 13, Township 40 South, Range 41 East, Martin County, Florida, lying East of the Easterly Right-of-Way line of the Sunshine State Parkway, LESS that portion conveyed to the Florida Department of Transportation described in Official Record Book 618, Page 673, Public Records of said Martin County.

Together with that part of the South half of Section 18, Township 40 South, Range 41 East, Martin County, Florida, lying East of the Easterly Right-of-Way line of the Sunshine State Parkway, LESS the North 2472.0 feet of the East 313.1 feet thereof, and LESS that portion conveyed to the Florida Department of Transportation described in Official Record Book 618, Page 673, Public Records of said Martin County.

Containing 449.31 acres, more or less.

Description taken from OR Book 1720, Page 2684 of Public Record of Martin County, Florida.

Cypress-Crk-Lox\SFWMD
R:\Legals\cypress-crk-lox
ORB 1720/PG2684



MEMORANDUM OF AGREEMENT

NO. 460002395

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
AND**

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

THIS MEMORANDUM OF AGREEMENT (“MOA”) made and entered into _____, 2013, by and between the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes (“District”), Martin County, a political subdivision of the State of Florida (“Martin”), and Palm Beach County, a political subdivision of the State of Florida (“PBC”), herein collectively as “Parties”.

WHEREAS, the District is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, including entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the Parties entered into that certain Interlocal Agreement, dated May 28, 2002, concerning the acquisition and management of lands located in Martin and Palm Beach Counties generally referred to as the Cypress Creek Project Area; and

WHEREAS, the Parties also entered into that certain First Amendment to Interlocal Agreement, dated December 12, 2002 (R2002-2195), which required PBC to grant to District and Martin an access easement (the “Easement”) over that certain property (the “Easement Premises”) running from Indiantown Road in Palm Beach County to that portion of the Cypress Creek Project Area located in Martin County which is jointly owned by District and Martin upon the satisfaction of certain conditions by the District and Martin, which conditions include the release by District and Martin of certain access easements that encumber a portion of the Cypress Creek Project Area in Palm Beach County; and

WHEREAS, PBC intends to grant to the District and Martin the Easement in substantially the form attached to this MOA as Exhibit “A” in conjunction with entering into this MOA; and

WHEREAS, PBC plans to install a security gate across the Easement Premises to limit public vehicular access to the Easement Premises. The Easement Premises shall be open for 1) access (including but not limited to vehicular access) by both the District's and Martin's employees, contractors, agents and lessees and subject only to the access restrictions provided herein; 2) regulated public vehicular access, including equestrian trailers, to allow the public to drive to the portion of the Cypress Creek Project Area jointly owned by the District and Martin, provided they first apply for and obtain a Special Use License for such access; and 3) limited authorized general public access via a hiking, bicycling, and equestrian walk through gate; and

WHEREAS, the District, in accordance with Rule 40E-7.534, Florida Administrative Code, issues Special Use Licenses to the public for certain activities on District lands and these licenses/permits may be issued either manually or on-line through an automated web-based process available on the District's website. PBC issues licenses/permits to the public to engage in certain activities on PBC property. The District and PBC desire to enter into a Memorandum of Agreement allowing the District to issue licenses/permits substantially in the form attached hereto as Exhibit "B", including "General Rules & Information for Palm Beach County's Cypress Creek Natural Area", which may be amended from time to time as agreed to by the Parties (the "Special Use License(s)"), on behalf of PBC to provide the public vehicular access over, across, through and upon the Easement Premises for the purpose of accessing the District's and Martin's portion of the Cypress Creek Project Area from Indiantown Road; and

WHEREAS, each party to this MOA warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this MOA; and

WHEREAS, pursuant to Section 163.01, Florida Statutes, public agencies may 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.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The following Exhibits are hereby incorporated by reference and made a part of this MOA:
 - A. Exhibit A – form of Easement
 - B. Exhibit B – form of PBC Special Use License(s)
3. The Parties hereby acknowledge and agree to assume liability for funding their respective responsibilities, as stated below, subject to the availability of funds and in accordance with their respective authorities. No monies shall be exchanged between the Parties during the term of this MOA.
4. PBC Special Use Licenses are authorized pursuant to PBC's Natural Areas Ordinance (94-13), as amended, Sections 11-263(d) and (g) and 11-269 (b) and (c). The Special Use Licenses authorized by this MOA will provide vehicular access through the PBC portion of the Cypress Creek Project Area via the Easement Premises to the natural lands managed by the District and Martin located in Martin County.

5. Section 373.1391, Florida Statutes, and Section 140.22(h) of the District's Policies Code encourages the District to enter into Memorandum of Agreements with state agencies or local governments to provide the coordinated and cost-effective management of lands. This MOA shall provide a coordinated effort between the District, Martin, and PBC to incorporate public recreational access to and use of District and Martin lands.

6. The Parties agree as follows with regard to the use of the Easement Premises and the issuance of Special Use Licenses for vehicular access by the general public through the security gate:

A. The Parties agree that:

1. The District shall, in its sole discretion, have the authority to issue a maximum of ten (10) Palm Beach Special Use Licenses for each calendar day.
2. In addition to the said maximum and without the requirement of a modification to this MOA, the District, Palm Beach, and Martin may at any time mutually agree that the District shall have the authority to issue a specified amount of Special Use Licenses with respect to any particular day(s), or time of day(s). The intent of this subsection 6(A)(2) is to allow the respective District, Palm Beach, and Martin property managers to exercise their discretion based on circumstances that may arise from time to time.
3. PBC, Martin and District staff shall meet annually to review the elements and responsibilities of this Agreement.

B. Responsibilities of the District:

1. Mutually coordinate with PBC, and Martin with respect to the daily quota of PBC Special Use Licenses to be issued by the District.
2. Issue PBC Special Use Licenses to the public manually or on-line through an automated web-based process.
3. Quarterly, or as often as the District and PBC deem necessary, change the combination or code for the lock that is given to the public with the issuance of the Special Use Licenses.
4. Annually, provide PBC with an electronic copy of all Special Use Licenses issued to the public for the Easement Premises.
5. Establish a public parking area on District property within the District's portion of the Cypress Creek Project Area.
6. Supply a District lock, to be "daisy-chained" with PBC's lock on a PBC-supplied gate across the Easement Premises, for use by District and Martin, their respective employees, contractors, agents, and lessees.

C. Responsibilities of PBC:

1. Mutually coordinate with the District and Martin with respect to the daily quota of PBC Special Use Licenses to be issued by the District.

2. Install and maintain a gate to control unauthorized public access on the Easement Premises and supply and replace locks for the gate to be used by PBC or the Special Use Licensees, as necessary.
3. Provide to the District and Martin, the combination or code to the PBC-supplied lock for the gate located on Gulfstream Citrus Road within the Easement Premises.

D. Responsibilities of Martin:

1. Mutually coordinate with the District and PBC with respect to the daily quota of PBC Special Use Licenses to be issued by the District.
7. This MOA shall not become effective until executed by all parties, and the Effective Date of this MOA shall be the latest date signed by District, PBC, and Martin. This MOA shall commence upon the Effective Date and shall continue for a period of five (5) years, with four (4) five (5) year options to extend the MOA, by mutual agreement.
8. Each party agrees to designate a Project Manager who shall be the person designated responsible for the interface between the Parties as well as all day-to-day coordination during the term of this MOA. The designated Project Manager for each party is as follows:

DISTRICT:

Land Resources Bureau, Bureau Chief
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone: (561) 682-2603

PBC:

Director
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Telephone: (561) 233-2400

MARTIN:

Real Property Manager
2401 S. E. Monterey Road
Stuart, FL 34996
Telephone: (772) 288-5793

9. Any notices given pursuant to the terms of this MOA shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt as evidenced by the Return Receipt. All notices shall be addressed to the Parties identified below.

PBC:

Director
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
Telephone: (561) 233-2400

With copy to:

Attn: Real Estate
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: (561) 355-2783

MARTIN:

Real Property Manager
2401 S. E. Monterey Road
Stuart, FL 34996
Telephone: (772) 288-5793

With copy to:

Environmental Quality Manager
2401 S. E. Monterey Road
Stuart, FL 34996
Telephone: (772) 288-5927

DISTRICT:

Contract Specialist
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Telephone: 561-682-6036

10. Each party acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. In the event that any work is performed by a third party, the party entering into the contract shall require each and every contractor to identify the other parties as additional insured on all insurance policies as required by that party. Any such contract shall also include a provision whereby the contractor agrees to indemnify, pay on behalf, and hold the other Parties harmless from all damages arising in connection with that contract.
11. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to the Parties any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the Parties or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the Parties beyond the waiver provided in Section 768.28, Florida Statutes.

12. The Parties to this MOA are independent entities and are not employees or agents of the other parties. Nothing in this MOA shall be interpreted to establish any relationship other than that of independent entities, between the Parties, their employees, agents, subcontractors or assigns, during or after the term of this MOA. The Parties to this MOA shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this MOA without the prior written consent of the other Parties. Any attempted assignment in violation of this provision shall be void.
13. The Parties and their respective employees, contractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this MOA.
14. The Parties may terminate this MOA at any time for convenience upon thirty (30) calendar days prior written notice to the other party.
15. The Parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should any party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the party making such assertion.
16. The Parties shall maintain records and shall similarly require each contractor to maintain and allow access to all records relating to the performance of this MOA for audit purposes. Such records shall be maintained and made available for inspection by the parties hereto for a period of five (5) years from the expiration date of this MOA.
17. Any representations, statements or negotiations made by the Parties' staff do not suffice to legally bind the other party in a contractual relationship unless they have been reduced to writing and signed by authorized representatives of each party. This MOA shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.
18. This MOA may be amended, extended or renewed only with the written approval of the Parties. Any party may initiate an amendment, however the District shall be responsible for drafting any amendments to this MOA, if required.
19. This MOA, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this MOA will bind any of the Parties to perform beyond their respective authority, nor does this MOA alter the legal rights and remedies which the respective Parties would otherwise have, under law or at equity.
20. Should any term or provision of this MOA be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this MOA, to the extent that the MOA shall remain operable, enforceable and in full force and effect to the extent permitted by law.
21. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOA by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Parties from performing any subsequent obligations strictly in

accordance with the terms of this MOA. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOA specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

22. Any dispute arising under this MOA which cannot be readily resolved shall be submitted to the signatories of this MOA with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. A decision of the Parties, or their designees, shall be the disposition of such dispute.
23. This MOA states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this MOA.
24. Any inconsistency in this MOA shall be resolved by giving precedence in the following order:
 - A. Terms and Conditions outlined in preceding paragraphs 1 – 23 hereof.
 - B. All other exhibits, attachments and documents specifically incorporated herein by reference.
25. Neither this MOA, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, but this MOA shall be filed with the County Clerk as required by Chapter 163 of the Florida Statutes.
26. This MOA may be executed in one or more counterparts, each of which is considered an original, but all of which together constitute one and the same instrument. A facsimile copy of this MOA and any signatures hereon will be considered for all purposes as originals.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this MOA.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: _____
Daniel O'Keefe, Chairman

(Corporate Seal)
ATTEST:

Date: _____

District Clerk/Secretary

SFWMD PROCUREMENT APPROVED

SFWMD OFFICE OF COUNSEL LEGAL FORM APPROVED

ATTEST

Sharon R. Bock, Clerk & Controller

By: _____
Deputy Clerk

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

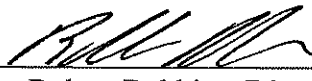
By: _____
Steven L. Abrams, Mayor

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: 
Robert Robbins, Director
Palm Beach County Department of
Environmental Resources Management

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court

Sarah Heard, CHAIR

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Michael D. Durham, COUNTY ATTORNEY

Exhibit "A"

Easement

Prepared by/Return to:

David Gillings, Environmental Manager
Department of Environmental Resources Management
2300 N. Jog Road 4th Floor
West Palm Beach, FL 33411

Portion of Property Control Numbers:

00-41-40-36-01-024-0010
00-41-40-36-01-016-0010
00-41-40-36-01-008-0010
00-41-40-36-01-001-0020

ACCESS EASEMENT AND RELEASE OF EASEMENT AGREEMENT

THIS ACCESS EASEMENT AND RELEASE OF EASEMENT AGREEMENT is entered into _____, 2013, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("PBC"), whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes ("District") with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406-3089, and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, and **MARTIN COUNTY**, a political subdivision of the State of Florida ("Martin"), whose mailing address is 2401 S.E. Monterey Road, Stuart, Florida 34996-3322. District and Martin are referred to individually and collectively herein as "Grantee".

RECITALS

Whereas, the parties entered into an Interlocal Agreement, dated May 28, 2002 (R2002-0850), concerning the acquisition and management of lands located in Martin and Palm Beach Counties generally referred to as the Cypress Creek project area ("Cypress Creek"), which agreement was amended by the First Amendment to Interlocal Agreement dated December 12, 2002 (R2002-2195) (the "First Amendment"); and

Whereas, the parties cooperated jointly to purchase Cypress Creek, an area of land containing a total of approximately 3,996.34 acres, which was identified by PBC and Grantee as a valuable native Florida ecosystem; and

Whereas, PBC manages 2083.12 acres of Cypress Creek south of the Martin County line as the Cypress Creek Natural Area; and

Whereas, the purchase of Cypress Creek was funded, in part, by the Florida Forever's Acquisition and Restoration Council; and

Whereas, PBC owns the portion of Cypress Creek described on **Exhibit "A"** attached hereto and by reference made a part hereof (hereinafter referred to as "Burdened Property" or "Easement Premises"); and

Whereas, Grantee owns the portion of Cypress Creek described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property"); and

Whereas, the First Amendment requires PBC to grant Grantee an access easement over the Burdened Property to serve the Benefitted Property after District records full and final releases of those certain easements granted by Indiantown Realty Partners Limited Partnership (“Indiantown Realty”) to Sunrise Boys, L.L.C., recorded in Official Records Book 11604, Page 1247 and Official Records Book 1448, Page 622 of the public records of Palm Beach County, Florida, and Martin County, Florida, respectively (collectively, the “Indiantown Realty Easements”), which encumber a portion of the Burdened Property; and

Whereas, District and Martin, as the co-owners of the property benefitted by the Indiantown Realty Easements, wish to include in this Easement the release of the Indiantown Realty Easements; and

Whereas, PBC wishes to provide to Grantee, its successors and assigns, a new non-exclusive easement for the purpose of providing access, ingress and egress to and from Indiantown Road to the Martin County line to serve the Benefitted Property in place of the easements being released hereby.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. PBC does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual non-exclusive easement for the purposes of access, ingress and egress to and from the Benefitted Property and the facilities located thereon, including but not limited to vehicular and pedestrian traffic, over and upon the Easement Premises (“Easement”). PBC and Grantee acknowledge that this Easement is for the use and benefit of Grantee, its successors and assigns, and Grantee’s authorized agents, employees, and contractors (including without limitation, Grantee’s lessees, if any) and the authorized general public, and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use; provided, however, that the general public’s vehicular use of the Easement Premises shall be subject to the terms and conditions set forth in paragraph 5 of this Easement.
3. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and run with title to the Benefitted Property; this easement may not be transferred or assigned separate and apart from the Benefitted Property.
4. The grant of this Easement shall in no way restrict the right and interest of PBC in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not unreasonably interfere with the rights granted herein.
5. PBC may install a security gate to prevent unauthorized vehicular use of the Easement Premises by the public; provided, however, that in the event PBC installs a security gate, such gate shall not block non-vehicular ingress and egress to and from the Benefitted Parcel via the Easement

Premises. Additionally, PBC acknowledges and agrees that Grantee and its respective employees, contractors, agents and lessees shall have access restricted only as provided herein (vehicular and otherwise) for ingress and egress over, across, through and upon the Easement Premises. PBC shall also provide Grantee with a key or security code, as required, to enable the authorized general public to open the gate. PBC shall allow Grantee to install its own lock on the gate for use by Grantee, Grantee's agents, employees, and contractors (including without limitation, Grantee's lessees, if any), provided that PBC is not prevented from vehicular access to the Easement Premises. Grantee shall insure that the gate is secured each time after Grantee's use. In the event PBC elects to install a security gate to prevent the unauthorized vehicular use of the Easement Premises by the general public, PBC shall provide vehicular access through such gate to any member of the general public authorized by PBC or Grantee to access the Benefitted Property via the Easement Premises. PBC and Grantee have established written procedures for permitting vehicular access to authorized members of the general public (the "Permitting Procedure"), pursuant to that certain _____, 2013 Memorandum of Agreement (the "MOA") between PBC and Grantee. The parties hereby acknowledge and agree that the MOA may from time to time be modified by agreement of the parties whereby the Permitting Procedure may also be modified. The parties hereby further acknowledge and agree that in the event that the MOA is ever terminated or otherwise no longer effective (the "Termination"), the Permitting Procedure for purposes of this Easement shall be the Permitting Procedure pursuant to the latest modification of the MOA at the time of the Termination.

6. In the event PBC determines, in its reasonable discretion, that it is necessary to relocate the Easement Premises for the purpose of accomplishing PBC's management objectives for the Cypress Creek Natural Area, the Easement Premises may be relocated to a location approved by PBC, District, and Martin, which approval may not be unreasonably withheld by any party. The relocation of the Easement Premises within the Cypress Creek Natural Area shall be at the sole cost of PBC, shall have the same northern terminus as the currently proposed Easement Premises, and be evidenced by an amendment to this Easement executed by all parties hereto and recorded in the public records of Palm Beach County.

7. Grantee acknowledges that the Easement Premises currently consists of a dirt and sand road and that PBC is not obligated to improve or maintain the existing road. Grantee further acknowledges that if the Easement Premises are relocated, the relocated Easement Premises shall also consist of a dirt and sand road. Grantee shall have the right, but not the obligation, to improve the Easement Premises as determined by Grantee in order to insure the full enjoyment of the rights granted and conveyed by this Easement. Any repairs and/or improvement to the Easement Premises must be pre-approved by PBC, which approvals will not be unreasonably delayed, withheld, and/or conditioned. Notwithstanding the foregoing, Grantee shall not be entitled to alter or obstruct the natural surface drainage of PBC's abutting property.

8. The grant of Easement contained herein is solely for the use and benefit of Grantee, Grantee's authorized agents, employees, and contractors (including without limitation, Grantee's lessees, if any) and the authorized general public and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use; provided, however, that the general public's vehicular use of the Easement Premises shall be subject to the terms and conditions set forth in paragraph 5 of this Easement.

9. 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.

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

11. Grantee acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. The foregoing 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 agreement by Grantee to indemnify PBC for PBC's negligent, willful or intentional acts or omissions.

12. In the event that any party 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, any other party shall have all remedies available to it by law, including but not limited to, the right of specific performance thereof.

13. 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.

14. 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, written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

15. In consideration of this Easement, District and Martin do hereby remise, release, and quit-claim unto PBC any and all right, title or interest District and Martin may have under the Indiantown Realty Easements.

16. This Easement may be executed in one or more counterparts, each of which is considered an original, but all of which together constitute one and the same instrument. A facsimile copy of this Easement and any signatures hereon will be considered for all purposes as originals.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Steven L. Abrams, Mayor

Date: _____

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

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS:**

By: _____
Robert Robbins, Director
Palm Beach County Department of
Environmental Resources Management

DISTRICT:
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, By Its
Governing Board

Attest: _____
Secretary

(SEAL)

By: _____
Daniel O'Keefe, Chairman

Date: _____

Form Approved By:

South Florida Water Management
District Office of Counsel

Date: _____

ATTEST:

CAROLYN TIMMANN, CLERK of
the Circuit Court

**MARTIN:
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

SARAH HEARD, CHAIR

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL D. DURHAM, COUNTY ATTORNEY

EXHIBIT "A"

"BURDENED PROPERTY"

"Easement Premises"

EXHIBIT "A"

LEGAL DESCRIPTION

A 30 FOOT ACCESS EASEMENT IN A PORTION OF SECTION 36, TOWNSHIP 40 SOUTH, RANGE 41 EAST AND SECTION 31, TOWNSHIP 40 SOUTH, RANGE 42 EAST AS SHOWN IN PHILO FARMS, PLAT BOOK 3 PAGE 11, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, THENCE NORTH 00°02'39" EAST (BEARING BASE) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 148.58 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANTOWN ROAD AS SHOWN IN DEED BOOK 979, PAGE 621 AND OFFICIAL RECORD BOOK 8319, PAGE 1458, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND A NON-TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 5,854.65 FEET AND A RADIAL BEARING OF SOUTH 03°09'05" WEST TO THE RADIUS POINT; THENCE WEST ALONG SAID RIGHT OF WAY AND CURVE THROUGH A CENTRAL ANGLE OF 01°59'57", A DISTANCE OF 204.28 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID CENTERLINE AND DIRT TRAIL THE FOLLOWING FOURTEEN COURSES:

THENCE NORTH 00°05'52" WEST, A DISTANCE OF 211.99 FEET;
 THENCE NORTH 00°59'43" EAST, A DISTANCE OF 199.67 FEET;
 THENCE NORTH 01°19'28" EAST, A DISTANCE OF 350.13 FEET;
 THENCE NORTH 03°26'38" EAST, A DISTANCE OF 91.46 FEET;
 THENCE NORTH 15°29'57" EAST, A DISTANCE OF 54.43 FEET;
 THENCE NORTH 27°02'14" EAST, A DISTANCE OF 60.14 FEET;
 THENCE NORTH 32°38'07" EAST, A DISTANCE OF 187.64 FEET;
 THENCE NORTH 29°15'22" EAST, A DISTANCE OF 53.23 FEET;
 THENCE NORTH 23°07'00" EAST, A DISTANCE OF 49.12 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 36;
 THENCE NORTH 00°02'39" EAST ALONG SAID EAST LINE, A DISTANCE OF 1275.27 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 36;
 THENCE NORTH 06°35'51" EAST DEPARTING SAID EAST LINE, A DISTANCE OF 74.05 FEET;
 THENCE NORTH 01°37'44" EAST, A DISTANCE OF 74.54 FEET;
 THENCE NORTH 00°00'14" WEST, A DISTANCE OF 432.35 FEET;
 THENCE NORTH 00°04'02" EAST, A DISTANCE OF 2,061.30 FEET TO THE NORTH LINE OF SAID SECTION 31 AND THE POINT OF TERMINATION.

EASEMENT CONTAINS 155,125 SQUARE FEET MORE OR LESS.

THE EASEMENT SIDE LINES ARE TO TERMINATE AT THE SAID RIGHT OF WAY LINE OF INDIANTOWN ROAD AND THE NORTH LINE OF SAID SECTION 31 AND 36.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

N. Howard

2-26-09

NORMAN J. HOWARD, P.S.M.
 FLORIDA CERTIFICATE NO. 5776

DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT: CYPRESS CREEK NATURAL AREA 30' ACCESS EASEMENT	DESIGN FILE NAME S-1-09-2939.DGN	DRAWING NO. S-1-09-2939	SCALE: 1" = 200' APPROVED: J.H. SHAW DATE: 02/25/09	NO. 1	REVISION 1 ADD LEG TO CL	BY DATE N.J.H. 2/25/09	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	S-1-09-2939.DGN		N/A				

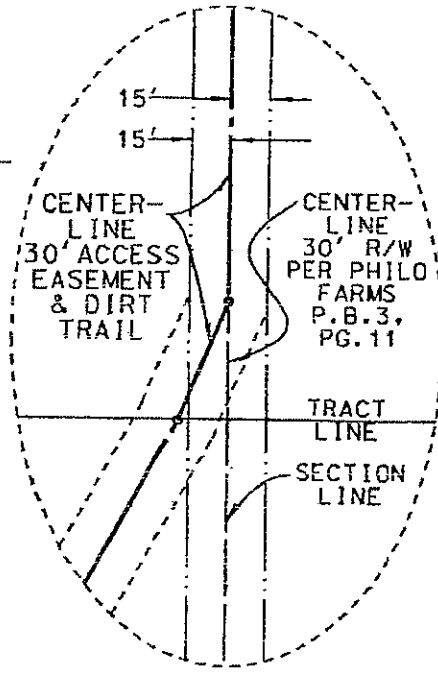
MATCH LINE "A" (SEE SHEET 3 OF 4)

TRACT 16,
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 17,
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

TRACT LINE

TRACT LINE



DETAIL
NOT TO SCALE

IN



SCALE: 1" = 200'

THIS IS NOT A SURVEY

LEGEND

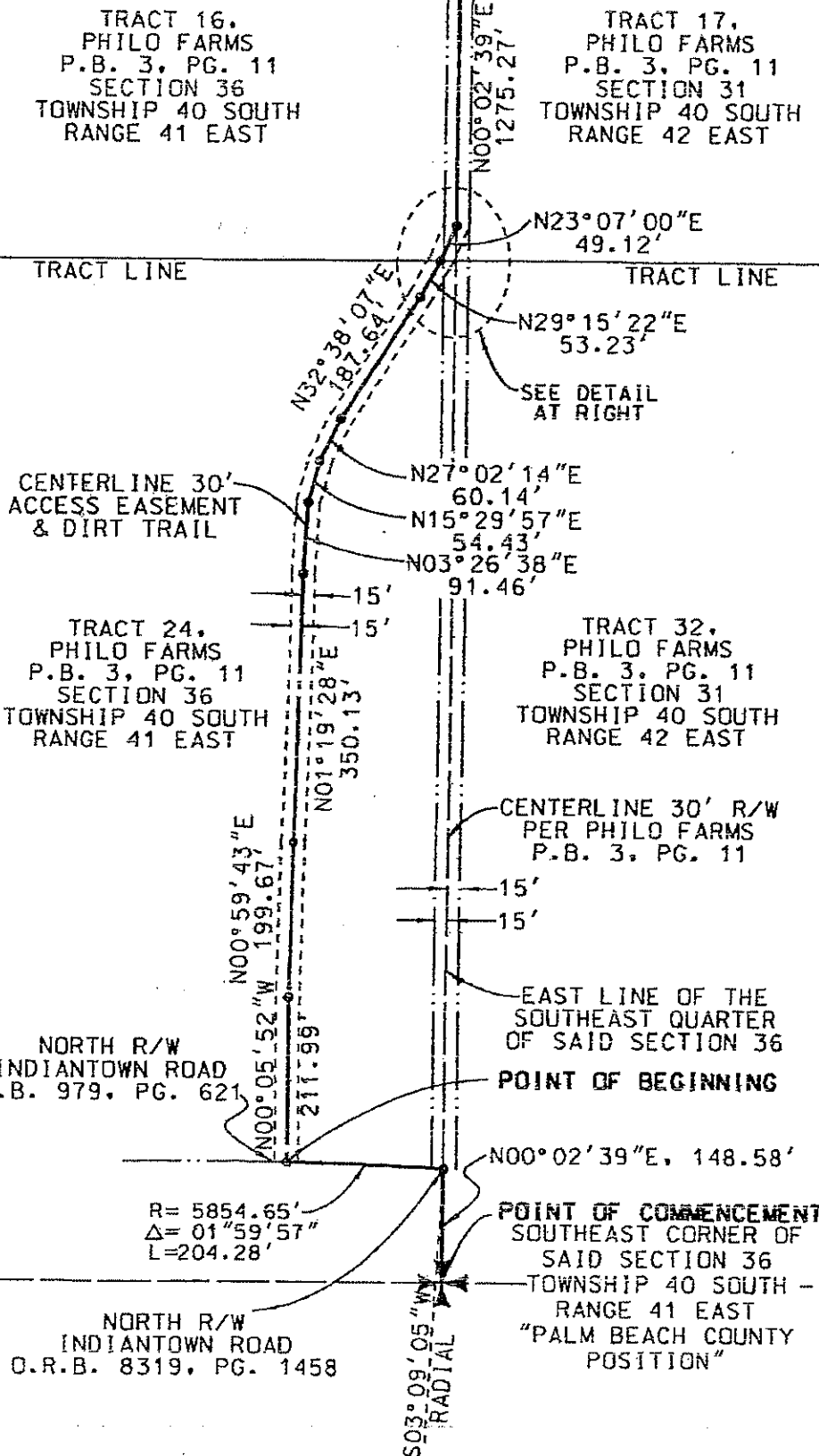
- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- D.B. = DEED BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH

TRACT 24,
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 32,
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

NORTH R/W
INDIANTOWN ROAD
D.B. 979, PG. 621

NORTH R/W
INDIANTOWN ROAD
O.R.B. 8319, PG. 1458



MATCH LINE "B" (SEE SHEET 4 OF 4)

TRACT 1-8,
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 16,
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST

EAST LINE OF THE
NORTHEAST QUARTER
OF SAID SECTION 36

EAST QUARTER CORNER
OF SAID SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST
"PALM BEACH COUNTY
POSITION"

TRACT LINE

TRACT LINE

SEE DETAIL
AT RIGHT

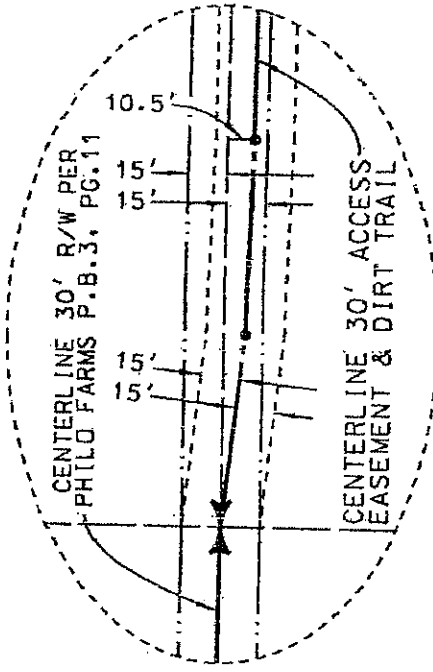
CENTERLINE 30'
ACCESS EASEMENT
& DIRT TRAIL

CENTERLINE 30' R/W
PER PHILO FARMS
P.B. 3, PG. 11

EAST LINE OF THE
SOUTHEAST QUARTER
OF SAID SECTION 36

TRACT 16,
PHILO FARMS
P.B. 3, PG. 11
SECTION 36
TOWNSHIP 40 SOUTH
RANGE 41 EAST

TRACT 17,
PHILO FARMS
P.B. 3, PG. 11
SECTION 31
TOWNSHIP 40 SOUTH
RANGE 42 EAST



DETAIL
NOT TO SCALE

N

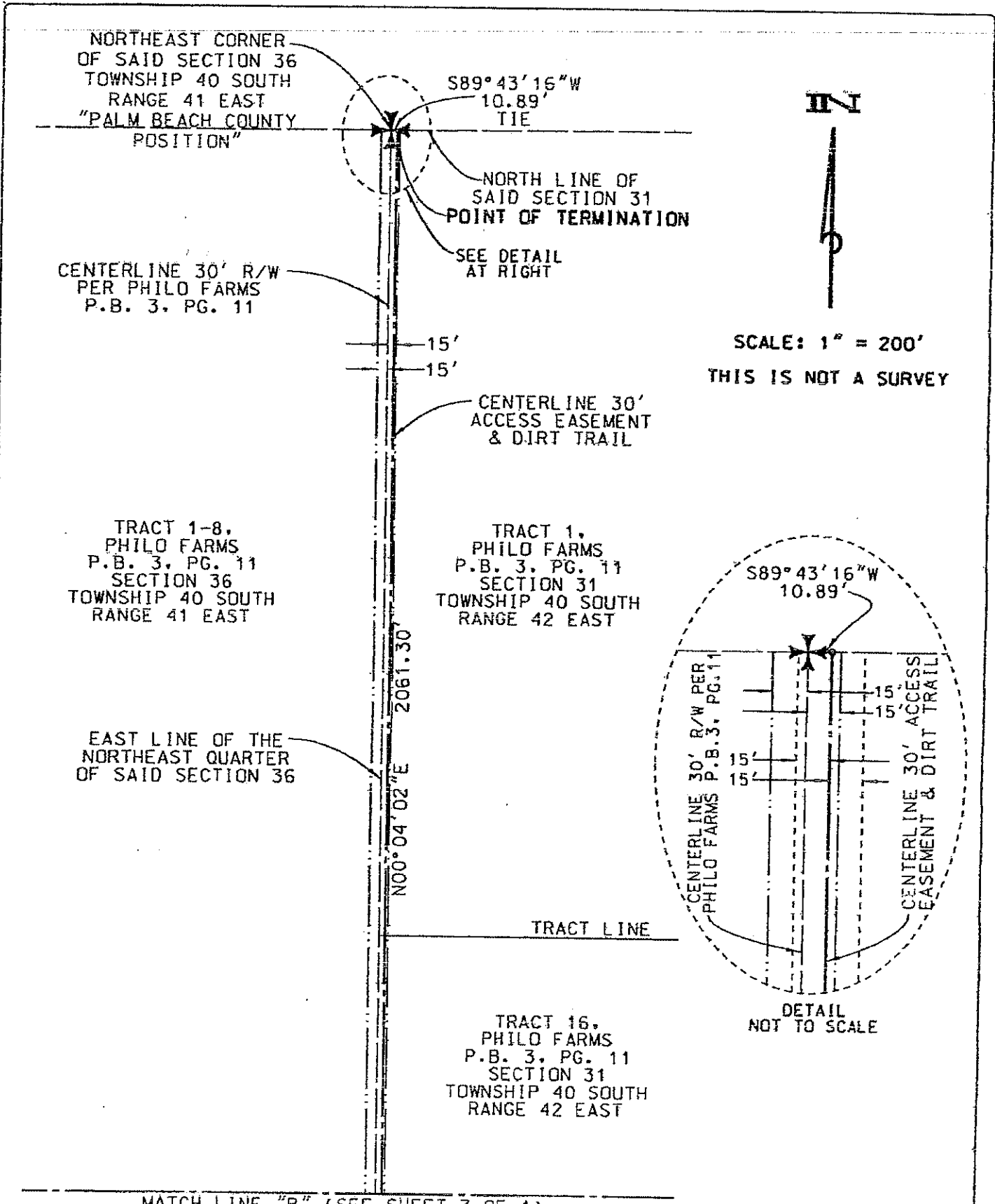


SCALE: 1" = 200'

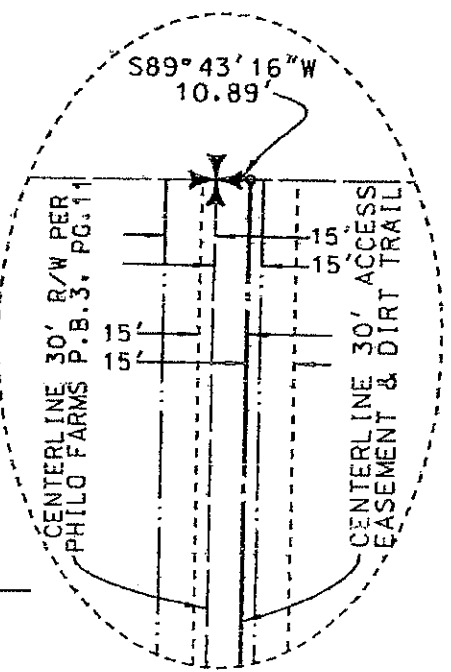
THIS IS NOT A SURVEY

MATCH LINE "A" (SEE SHEET 2 OF 4)

N00°00'14"W 432.35'
N01°37'44"E 74.54'
N06°35'51"E 74.05'
N00°02'39"E 1275.27'



SCALE: 1" = 200'
THIS IS NOT A SURVEY



DETAIL NOT TO SCALE

EXHIBIT "B"

"BENEFITTED PROPERTY"

Exhibit "B"

Tract No. HB-100-004

A parcel of land lying in Sections 25 and 26, Township 40 South, Range 41 East and Sections 29 and 30, Township 40 South, Range 42 East, Martin County, Florida and being more particularly described as follows:

All of said Section 25, together with all of said Section 26, except the West 80.00 feet of said Section 26; together with all that part of said Section 29 lying Southwesterly of the Southwest Right-of-Way line of Florida's Turnpike; and together with that part of said Section 30 lying Southwesterly of the Southwest Right-of-Way line of Florida's Turnpike.

Containing 1987.17 acres, more or less.

TOGETHER WITH:

Tract No. HB100-019

The Northeast quarter and the Southeast quarter of Section 24, Township 40 South, Range 41 East, Martin County, Florida.

Together with all of Section 19, Township 40 South, Range 42 East, Martin County, Florida, LESS the Right-of-Way for the Sunshine State Parkway and LESS that portion conveyed to the Florida Department of Transportation described in Official Record Book 618, Page 673, Public Records of said Martin County, and LESS that portion conveyed to the Nature Conservancy as described in Official Record Book 752, Page 1986 of said Public Records.

Together with the West quarter of Section 20, Township 40 South, Range 42 East, Martin County, Florida, LESS that portion conveyed to the Nature Conservancy as described in Official Record Book 752, Page 1986 of said Public Records.

Containing 961.21 acres, more or less.

TOGETHER WITH:

Tract No. 23117-001

All that part of Section 13, Township 40 South, Range 41 East, Martin County, Florida, lying West of the Westerly Right-of-Way line of the Sunshine State Parkway, LESS the West 2427.75 feet thereof.

Together with all that portion of Section 18, Township 40 South, Range 42 East, Martin County, Florida, lying West of the Westerly Right-of-Way line of the Sunshine State Parkway.

TOGETHER WITH:

All that part of the South half of Section 13, Township 40 South, Range 41 East, Martin County, Florida, lying East of the Easterly Right-of-Way line of the Sunshine State Parkway, LESS that portion conveyed to the Florida Department of Transportation described in Official Record Book 618, Page 673, Public Records of said Martin County.

Together with that part of the South half of Section 18, Township 40 South, Range 41 East, Martin County, Florida, lying East of the Easterly Right-of-Way line of the Sunshine State Parkway, LESS the North 2472.0 feet of the East 313.1 feet thereof, and LESS that portion conveyed to the Florida Department of Transportation described in Official Record Book 618, Page 673, Public Records of said Martin County.

Containing 449.31 acres, more or less.

Description taken from OR Book 1720, Page 2684 of Public Record of Martin County, Florida.

Cypress-Crk-Lox\SFWMD
R:\Legals\cypress-crk-lox
ORB 1720/PG2684

Exhibit "B"

<p>Palm Beach County Special Use License – Day Use for Vehicle Access At Cypress Creek Natural Area</p>
--



(To be completed by Applicant)

Applicant's Name		
Activity Leader (for group)		
Address		
Telephone No.		
Request Permission for Vehicular Access through the		Cypress Creek Natural Area: Day Use
For the purpose of		Day Use – Vehicle access to SFWMD's Cypress Creek Natural Area in Martin County
Date	From:	To:
Names of others participating in this activity (if more than one or a group):		

(For District use only)

Number in Party:	
License issued on:	
License effective on:	
License void on:	
Lock combination:	

District Official:

Name

Title

General Rules & Information for Palm Beach County's Cypress Creek Natural Area

Please print two copies of the license and place one on the inside front dashboard of your vehicle and keep one on your person. This license must be in your possession at all times while on Palm Beach County (County) or you will be subject to a citation or arrest and/or expulsion from the property.

Make sure combination lock numbers are properly aligned. Push lock hasp in and pull out. The lock will not open otherwise. Rotate the lock numbers after closing the lock.

It is advised that you call or email the day before your desired access for verification of the gate combination. The combination is subject to change without notice. Call 800-432-2045 ext. 3333 or 561-924-5310 ext. 3333, or send an e-mail request to kwillis@sfwmd.gov.

This license is authorized pursuant to Palm Beach County's Natural Areas Ordinance (94-13), as amended, Sections 11-263 (d) and (g) and 11-269 (b) and (c). It is to provide vehicle access through Palm Beach County's Cypress Creek Natural Area to the adjacent natural lands managed by the South Florida Water Management District and Martin County in Martin County. Vehicular access is strictly limited to the north-south access road which parallels or is located on the section line between sections 36 (T40S, R41E) and 31 (T40S, R42E) and located approximately 175 feet west of the Indiantown Road/Jupiter Farms Road intersection.

This license will be in effect at sunrise on the day listed on the license and will expire at sunset of that same day.

After passing through the access gate, or if you find the access gate open, please close and lock the gate behind you.

All licensees shall read the Palm Beach County Natural Areas Ordinance (94-13), as amended, located on the County's website at: <http://www.co.palm-beach.fl.us/erm/natural/natural-areas/pdf/ordinance-94-13.pdf> prior to using this license to access the Cypress Creek Natural Area.

All licensees shall proceed northward on the designated access road until entering Martin County. Speed on the access road shall not exceed 15 mile per hour. All licensees and their vehicles shall yield to other users (hikers, bikers, and equestrians) encountered along the access road (a portion of which makes up a section of the Jesup Trail). Licensees shall be extremely cautious when encountering a horse and rider within the access road. To avoid spooking the horse and potentially throwing the rider, it is suggested that the vehicle stop, shut off its engine and wait until the horseman has safely passed or left the area. Northbound vehicles shall pull to the right and stop and yield the right of way to on-coming southbound vehicles to provide safe passage of vehicles within the access road right of way. Licensees shall not stop within the designated access road in Palm Beach County, except for emergencies or to allow other vehicles or equestrians to pass, and shall not drive out of the access road right of way.

The Cypress Creek Natural Area is a no trash area. Please pack out all trash upon your departure.

Collection or introduction of any plant, animal (including pets), or mineral on the County Natural Area is strictly prohibited.

To report any unusual occurrences or damage to the property, please contact Palm Beach County's Department of Environmental Resources Management at 561-233-2400. Please leave a message if your call is after normal business hours of 8:00 AM to 5:00 PM, Monday thru Friday. To report illegal activities observed within the natural area, please call the Palm Beach County Sheriff's Office at 561-688-3400 and request to be connected with deputies on the Wildlands Task Force. That is a select group of deputies that are dedicated to patrolling the County natural areas and enforcing the County's Natural Areas Ordinance.

NOTE: Alligators and venomous snakes, including rattlesnakes, water moccasins, and coral snakes may all be found within the Cypress Creek Natural Area. These animals, along with stinging or biting insects, and all other wildlife are protected in the County natural area. It is illegal to harm or kill them. Please keep your distance and do not harass them.