

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 3, 2013

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Donation Agreement with Urban Growers Community Economic Development Corporation, a not for profit corporation; and

B) a Temporary Construction Easement with Mack & Son, LLC for the removal of fencing located at 1200 45th St, West Palm Beach.

Summary: Urban Growers Community Economic Development Corporation, a not for profit corporation ("Urban Growers") has requested donation of the aluminum fencing located at 1200 45th St, West Palm Beach, the former Edward J. Healey Nursing and Rehabilitation Center (the "Property"), for use at Urban Growers Community Farm located at 1400 Henrietta Avenue. The fencing was declared a surplus asset of the Health Care District of Palm Beach County ("District") and became a surplus County asset upon approval of an agreement with the District dated June 18, 2013 (R2013-0757). The estimated value of the fencing based on County's existing scrap metal contract is approximately \$248.00. Staff determined that a credit for the value of the scrap metal would be equal to or less than the labor associated with demolition. Urban Growers has contracted with Mack & Son, LLC for the removal of the fencing and has agreed to pay all costs for the disassembly, removal and relocation of the fencing. The Temporary Construction Easement ("TCE") is granted to Mack & Son, LLC ("Contractor") for the purpose of entering, disassembly and removal of the fencing from the areas depicted on Exhibit "B" to the TCE ("Premises"). The term of the TCE is until the earlier of completion of the project or December 30, 2013. The Donation Agreement could be approved administratively, but the item is being presented to the Board for approval due to the TCE. (FDO Admin) Countywide (MJ)

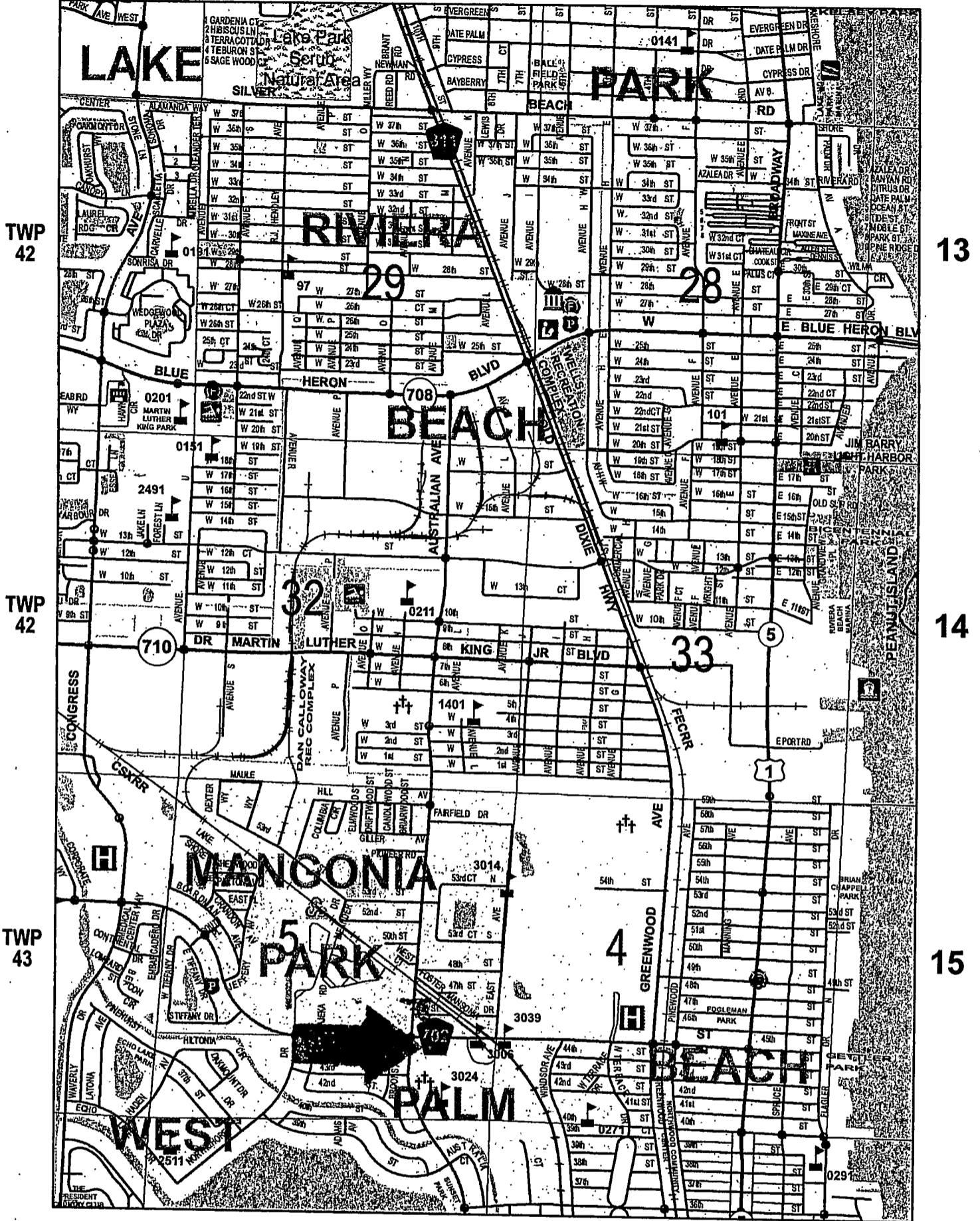
Background and Justification: The Edward J. Healey Nursing and Rehabilitation Center Property was vacated by the District pursuant to an agreement approved by the Board on June 18, 2013 (R2013-0757) which provided for; 1) the termination of the District's occupancy and use of the Property and improvements, 2) the terms and conditions required to effectuate the District's vacation of the Property, 3) the declaration of all personal property remaining on the Property as surplus, 4) the demolition of the improvements upon the Property, and 5) the payment for the County to procure and manage the demolition of the improvements. The Property, including the fencing, is scheduled for demolition in 2014.

Attachments:

- 1. Location Map
- 2. Premises Map (2)
- 3. Donation Agreement
- 4. Temporary Construction Easement

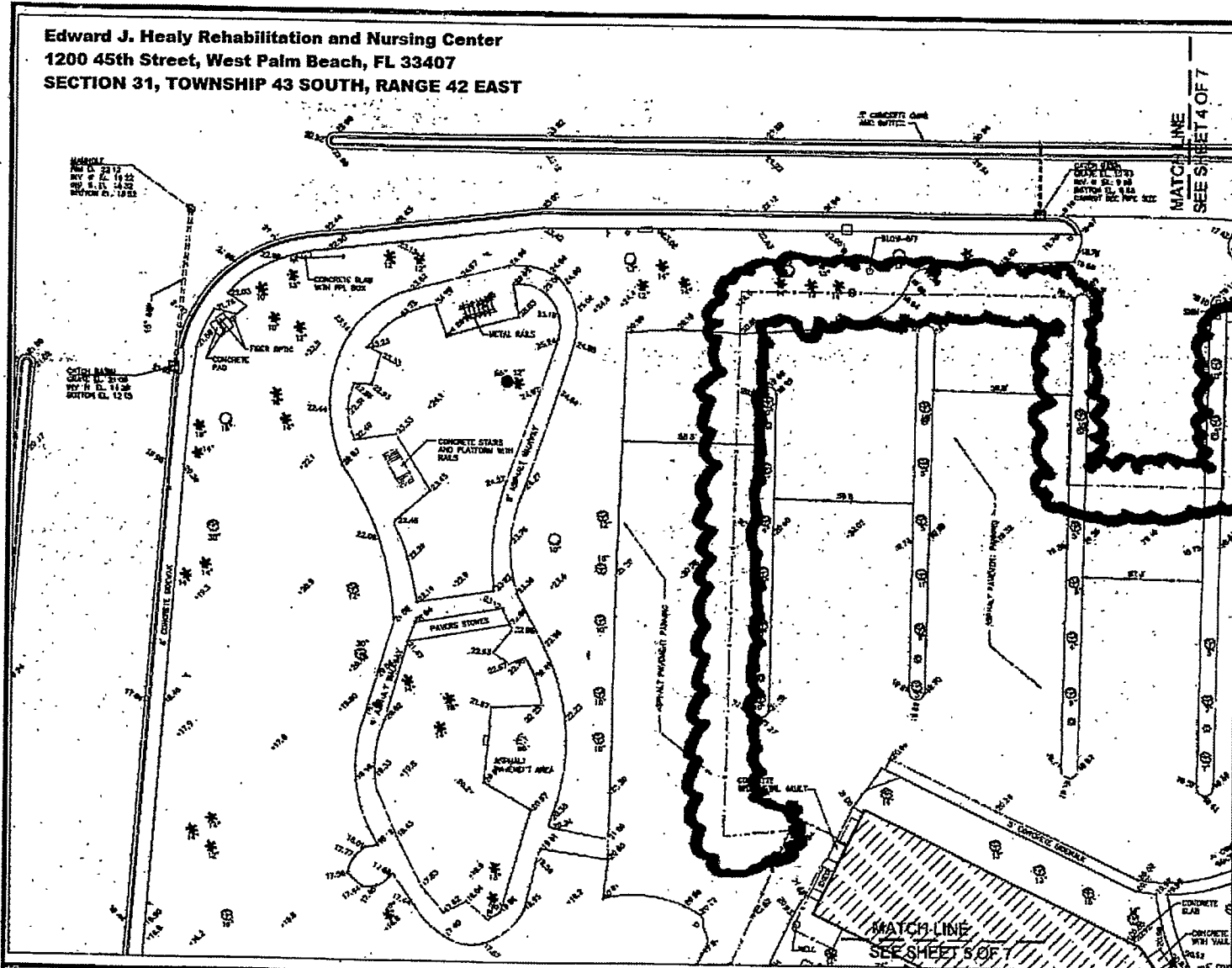
Recommended By: Ann Marie Wolf Department Director Date: 11/15/13

Approved By: [Signature] County Administrator Date: 11/20/13

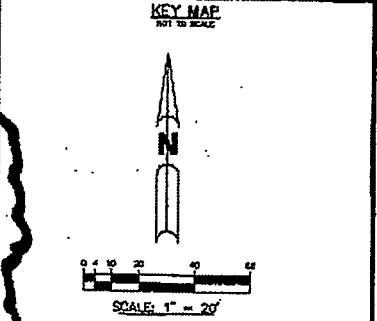
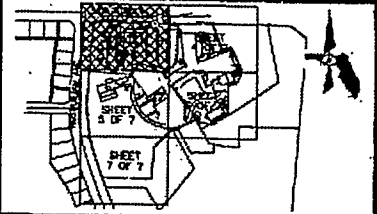


PREMISES MAP (1 OF 2)

ADD1-2



Edward J. Healy Rehabilitation and Nursing Center
 1200 45th Street, West Palm Beach, FL 33407
 SECTION 31, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LEGEND

●	WOOD POWER POLE	○
→	BRICKLAYER MARK	○
⊠	ALUMINUM	○
⊞	ELECTRIC BOX	○
⊞	WINDYER WELL	○
⊞	TELEPHONE BOX	○
⊞	SPRINGHOUSE	○
⊞	PAVE TREE	○
⊞	MAPLE TREE	○
⊞	CYPRESS TREE	○
⊞	SAWYER TREE	○
⊞	SAW TREE	○
⊞	PALM TREE	○
⊞	HIGH DRAIN LINE EDGE	○

- ABBREVIATIONS**
- P.O.D. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING
 - P.L. - PLAT BOOK
 - O.D. - OFFICIAL RECORD BOOK
 - D.E. - DEED BOOK
 - P.C. - PAGE
 - R/W - RIGHT-OF-WAY
 - R. - RADIUS
 - A - CENTRAL ANGLE
 - L - ARC LENGTH
 - E - ELEVATION
 - E.L. - ELEVATION
 - D.E. - DRAINAGE ELEVATION
 - P. - PLAT NUMBER
 - O.D. - OFFICIAL RECORD
 - M. - MEASURED
 - C. - CENTERLINE
 - R. - ROAD
 - R/O - FROM ROAD WITH CAP AS NOTED
 - C.M. - 4" x 4" CONCRETE MONUMENT
 - P.M. - PRELIMINARY MONUMENT
 - P.O. - PRELIMINARY CONTROL POINT
 - N.P. - NAIL & IRON
 - M. - MARKER KALCH
 - N.A. - NORTH AMERICAN DATUM
 - L.S. - LOCATED BUSINESS
 - P.A.P. - PROPERTY APPRAISERS PUBLIC RECORD

B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1660 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409
 E-Mail: info@brown-phillips.com
 561-615-3853, 615-3881 FAX

SKETCH OF TOPOGRAPHIC SURVEY

HEALEY COMPLEX

DRAWN: JAD
 CHECKED: JEP
 F.B. CITY OF R.P.A. #6
 PAGES: 1-8

PROJ. No. 13-048
 SCALE: 1" = 20'
 DATE: SEPT. 2013
 SHEET 3 OF 7

EXHIBIT B

DONATION AGREEMENT

This Donation Agreement (the "Agreement") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Urban Growers Community Economic Development Corporation, a not-for-profit corporation authorized to do business in the State of Florida ("Agency") whose tax identification number is 80-0814655.

WITNESSETH

WHEREAS, the County is the owner of real property located at 1200 45th St, West Palm Beach and described in Exhibit "A" (the "Premises"); and

WHEREAS, the County approved an Agreement on June 18, 2013 (R2013-0757) which provided for; 1) the termination of the Health Care District of Palm Beach County ("District") occupancy and use of the Premises and improvements, 2) the terms and conditions required to effectuate the District's vacation of the Premises, 3) the declaration of all personal property remaining on the Premises as surplus, 4) the demolition of the improvements upon the Premises, and 5) the payment for the County to procure and manage the demolition of the improvements; and

WHEREAS, the demolition of the improvements includes equipment and personal property remaining on the Premises after the effective date of the termination; and

WHEREAS, the installed aluminum fencing is included in the surplus personal property to be demolished and its location is depicted on Exhibit "B" (the "Equipment"); and

WHEREAS, Agency has requested donation of the Equipment for use at Urban Growers Community Farm located at 1400 Henrietta Avenue, West Palm Beach, and has agreed to pay all costs for disassembly, removal and relocation; and

WHEREAS, County is willing to donate the Equipment to the Agency for use by the Agency in providing services at the Urban Growers Community Farm according to the terms and conditions set forth in this Agreement; and

WHEREAS, the Agency agrees to accept said Equipment according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Agreement to Donate. County hereby agrees to donate and Agency agrees to accept the Equipment in accordance with the terms of this Agreement.
3. Condition of Equipment. The Agency certifies that the Agency has inspected the Equipment and accepts same "as is", in its existing condition, together with all defects, latent or patent, if any. The Agency further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Equipment including, without limitation, any relating to the physical condition of the Equipment, or the suitability of the Equipment for Agency's intended use of the Equipment. No repair work to the Equipment is required to be done by County as a condition of this Agreement. Agency certifies that Agency shall use the Equipment in a safe and appropriate manner and for its intended purpose.
4. Conveyance/Possession: The donation is contingent upon Agency removing the Equipment from the Premises no later than December 30, 2013 in accordance with a Temporary Construction Easement to be granted to Agency's licensed contractor to effectuate the transfer of the Equipment.
5. Expenses: The Agency will assume all costs, fees and/or expenses associated with the disassembly and removal of the fencing from the Premises and all costs, fees and/or expenses relating to the relocation, reassembly and installation of the Equipment at the Urban Growers Community Farm.
6. Use Restriction. The Agency shall use the Equipment only at Urban Grower's Community Farm at 1400 Henrietta Way, West Palm Beach and shall not use, permit or suffer the use of the Equipment for any other business or purpose, without the written consent of the County. However, after Agency's removal of the Equipment from the Premises, Agency may dispose of the Equipment for scrap metal at any time, without the consent of the County.
7. Failure to Remove Equipment. If Agency fails to take possession of the Equipment, or any part or portion thereof, by removing it from the Premises on or before December 30, 2013, then Agency will be deemed to have abandoned all right, title and interest in and to the Equipment, and title shall immediately revert to County without further writing or agreement. County shall dispose of said Equipment as it deems proper in its sole and absolute discretion and

be entitled to retain any and all proceeds or profits derived from County's disposal of said Equipment.

8. Indemnification of County. Agency shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees and costs, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of this Agreement; the use by Agency of the Equipment or any part thereof; or any act, error or omission of Agency, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Agency or by Agency against any third party, then Agency shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. Agency recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Agency's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida.

9. Governmental Regulations. Agency shall, at Agency's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Agency or its use of the Equipment, and shall faithfully observe in the use of the Equipment all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Agency's use of the Equipment. Agency shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Agency's failure to perform its obligations specified in this Section.

10. Notice. 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:

If to the County at: Palm Beach County
Facilities Development & Operations Department
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0206

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

If to the Agency at: Urban Growers Community Economic Development Corporation
Attn: Stewart W. Bosley, Jr.
401 North Rosemary Avenue
West Palm Beach, Florida 33401-4133
Fax: 561-209-2771

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

11. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial 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.

12. Governing Law and Venue. This Agreement 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 Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

13. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

14. Remedies. No remedy set forth in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. No Recording. Neither this Agreement nor any memorandum or short form hereof, shall be filed in the Public Records of Palm Beach County, Florida.

16. Captions. The captions and section designations appearing in this Agreement are for convenience only, and shall not be considered in interpreting this Agreement.

17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. Assignment. Neither County nor Agency may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld in such party's sole and absolute discretion.

19. Time of Essence. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

20. No Third Party Beneficiary. No provision of this Donation Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Donation Agreement, including but not limited to any citizen, volunteer, contractor, agents, member or employee of the County and/or Agency.

21. Survival. The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

22. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

23. Entire Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Agency unless reduced to writing and signed by them.

24. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

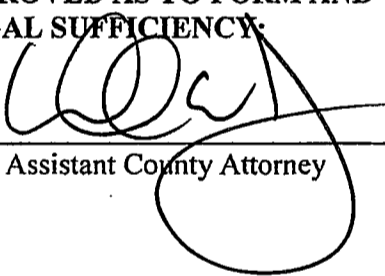
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**


By: _____
Deputy Clerk

By: _____

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



**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Assistant County Attorney

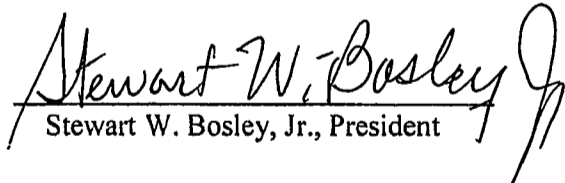
By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

AGENCY:


Signature

Print Witness Name

**URBAN GROWERS COMMUNITY
ECONOMIC DEVELOPMENT
CORPORATION**

By: 
Stewart W. Bosley, Jr., President



TWP 42

TWP 42

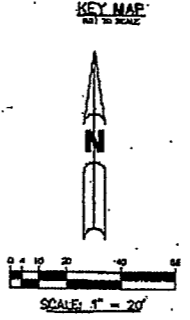
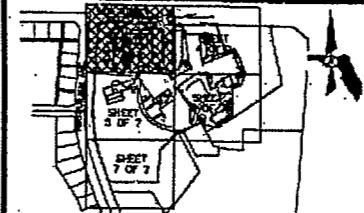
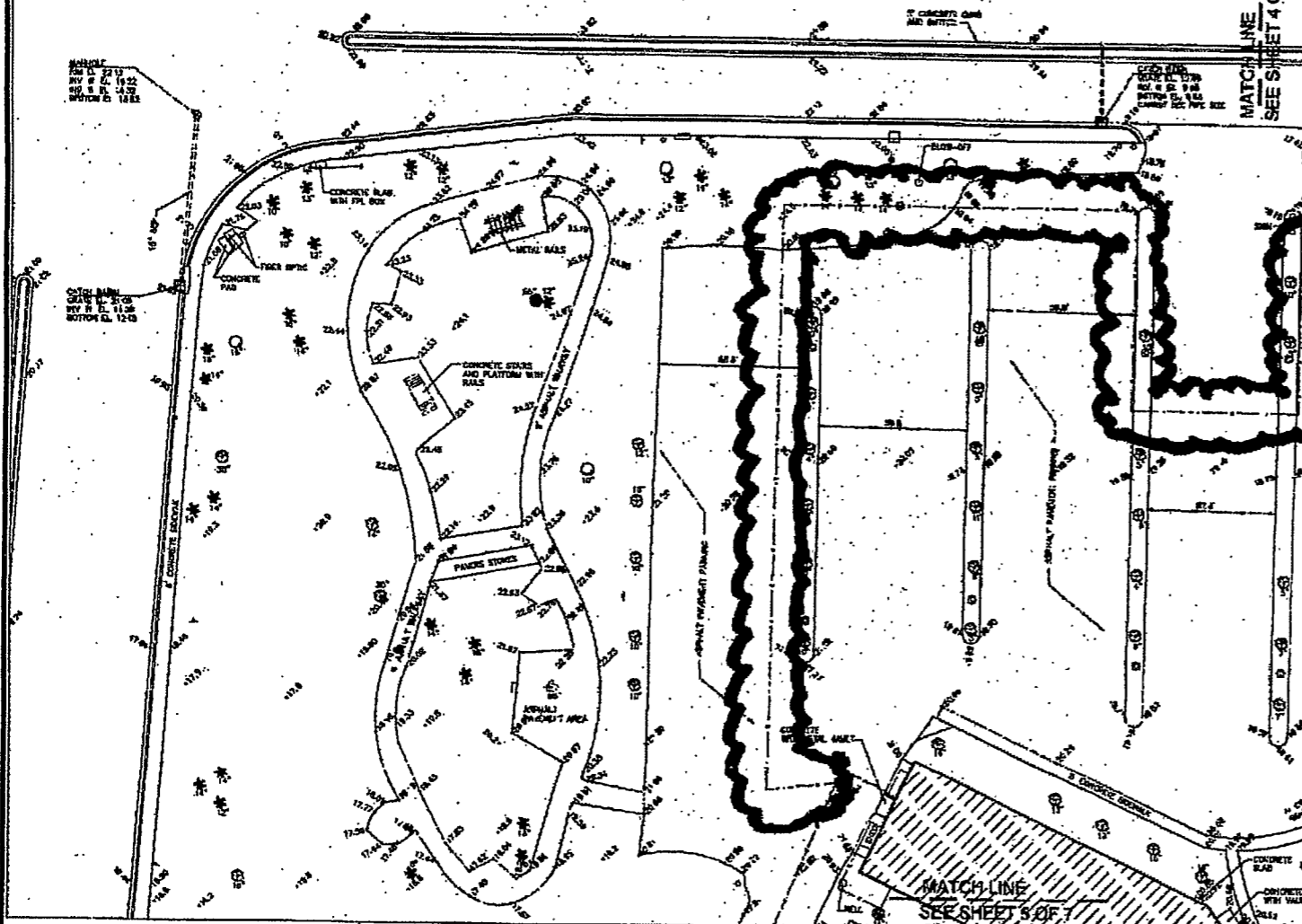
TWP 43

13

14

15

Edward J. Healy Rehabilitation and Nursing Center
 1200 45th Street, West Palm Beach, FL 33407
 SECTION 31, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LEGEND

BELLWIND	WOOD PAPER PALE	
BANQUIN PROVISION	BRICKWORK WALL	
CONCRETE LIGHT POLE	ALUMINUM	
ELECTRIC BOX	WIRELESS MOUNT	
TREE HYDRANT	TELEPHONE BOX	
LIGHT POLE	WINDMILL TREE	
SLY ANCHOR	PALE TREE	
WALCH IMPACT	MAPLE TREE	
WATER BARBER	CYPRESS TREE	
WATER CONCRETE	MANGROVE TREE	
BOX	OAK TREE	
VALVE	PALM TREE	
WATER METER	12\"/>	

ABBREVIATIONS:
 P.O.B. - POINT OF COMMENCEMENT
 P.O.S. - POINT OF BEGINNING
 P.B. - PLAT BOOK
 O.B. - ORIGINAL RECORDED BOOK
 D.B. - DEED BOOK
 P.C. - PAGE
 R/W - RIGHT-OF-WAY
 S - SURVEY
 A - ACUTE ANGLE
 A - ANGLE
 L.L. - QUALITY EVIDENCE
 D.E. - DEPARTMENT EVIDENCE
 P.P. - PLAT BOOK
 O.D. - DEED BOOK
 M.D. - MEASURED DISTANCE
 E - EVIDENCE
 R - RECORD
 P.V. - POINT VERTICALLY
 C.L. - CENTERLINE
 P.M. - PERMANENT REFERENCE MARK
 P.P. - PERMANENT POINT
 M.D. - MEASURED DISTANCE
 P.M. - PERMANENT MARK
 M.D. - MEASURED DISTANCE
 L.S. - LICENSED SURVEYOR
 P.A.P. - PROPERTY APPLICABLE PUBLIC ACCOUNT

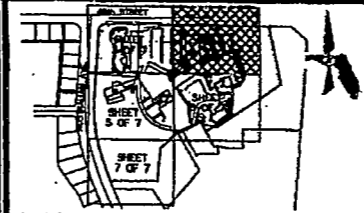
EXHIBIT "B"
Page 1 of 2

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1860 O.B. OKEECHOBEE ROAD, SUITE 309, WEST PALM BEACH, FLORIDA 33409
 E-Mail: info@brown-phillips.com
 561-615-3858, 615-3851 FAX

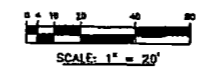
SKETCH OF TOPOGRAPHIC SURVEY	HEALEY COMPLEX	DRAWN: JAD	PROJ. No. 13-048
		CHECKED: JEP	SCALE: 1" = 20'
		F.B. CITY OF W.P.B. #	DATE: SEPT. 2013
		PAGES: 1-B	SHEET 3 OF 7

EXHIBIT B

Edward J. Healy Rehabilitation and Nursing Center
 1200 45th Street, West Palm Beach, FL 33407
 SECTION 31, TOWNSHIP 43 SOUTH, RANGE 42 EAST



KEY MAP
NOT TO SCALE

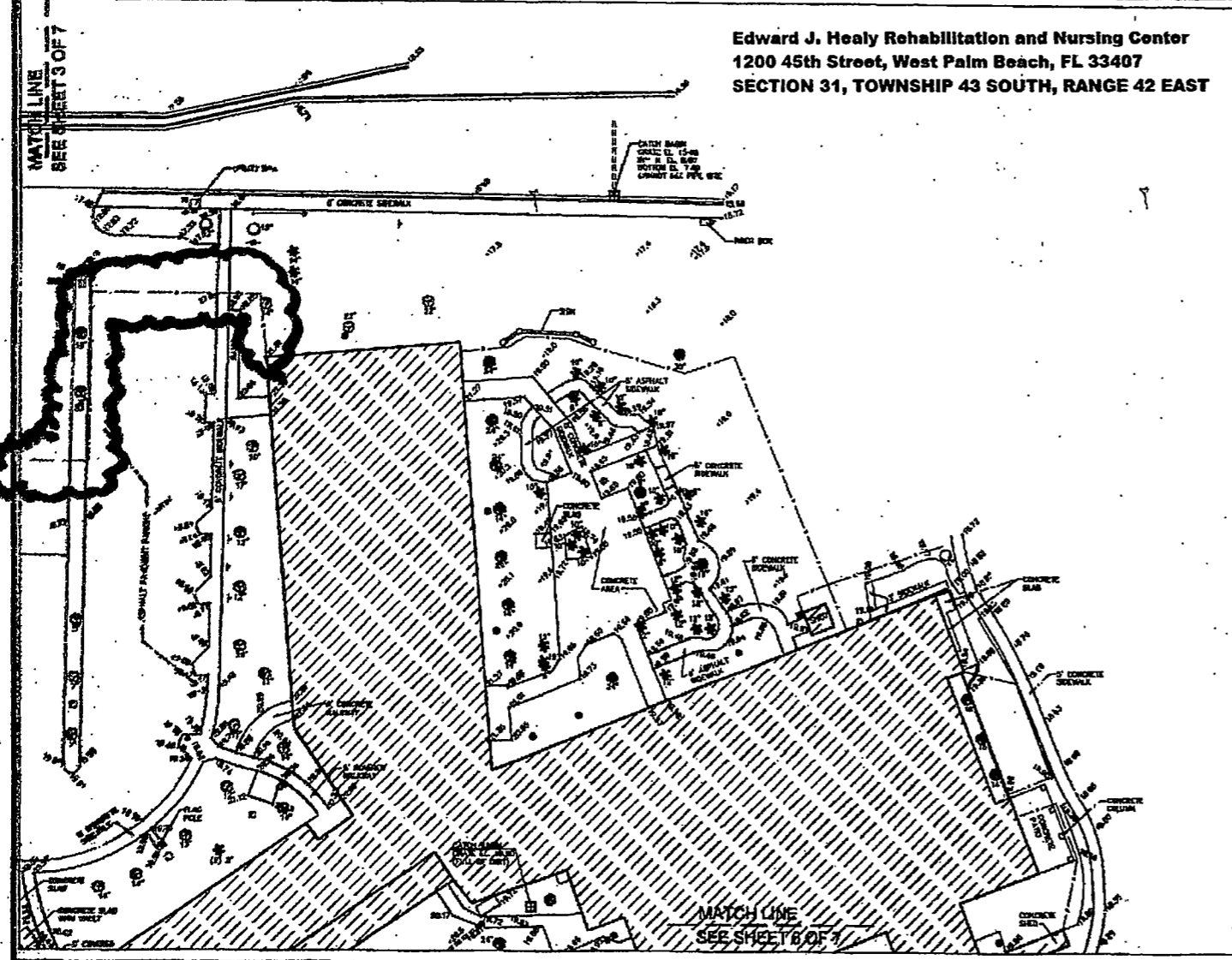


SCALE: 1" = 20'

LEGEND

ROLLING	○	IRON PIERCE POLE	⊙
BARPLEY PNEUMATIC	→	ARMATURE WALL	⊗
CONCRETE LIGHT POLE	⊙	CL. CURB	⊖
ELECTRIC BOX	⊙	WATER TANK	⊕
FIRE HYDRANT	+	SEWERAGE BOX	⊕
LIGHT POLE	⊙	LANDFILL TEE	⊕
SET ANCHOR	→	PIPE TEE	⊕
WATER ASPHALT	⊕	WATER TEE	⊕
WATER VALVE	⊕	CONCRETE TEE	⊕
WATER CONCRETE	⊕	MAILED BELL	⊕
BOX	⊕	ONE TEE	⊕
TRUNC	⊕	TRUNC TEE	⊕
WATER METER	⊕	6" IRON BURN LINE POLE	⊕

- ABBREVIATIONS:
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 - P.B. - POINT OF BEGINNING
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 - O.B. - OFFICIAL RECORD BOOK
 - R.B. - REEF BOOK
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 - R/W - RIGHT-OF-WAY
 - ∠ - ANGLE
 - A - CENTRAL ANGLE
 - ∠ - ANG. LEGTH
 - U.C. - UTILITY CEMENT
 - T.C. - TRUNK CEMENT
 - P. - PLAT NUMBER
 - D. - DEED NUMBER
 - M. - MEASURED DIMENSION
 - C. - CENTERLINE
 - R. - RAIL ROAD
 - U/C - IRON ROD WITH CAP AS NOTED
 - C.C. - 6"X4" CONCRETE MONUMENT
 - P.M. - PERMANENT REFERENCE MONUMENT
 - P.C.P. - PERMANENT CONTROL POINT
 - M. & S. - MARK & SET
 - P.V. - PAVED ALIUM
 - M.A. - METRIC AMERICAN DATUM
 - L.S. - LOCKED BURNING
 - P.A.P. - PROPERTY APPEARING PUBLIC ACCESS



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1800 OLD ONECHOBBEE ROAD, SUITE 508, WEST PALM BEACH, FLORIDA 33409
 E-Mail: info@brown-phillips.com
 561-615-3888, 615-3891 FAX

SKETCH OF TOPOGRAPHIC SURVEY

HEALEY COMPLEX

DRAWN: JAO
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 PAGES: 1-8

PROJ. No. 13-048
 SCALE: 1"=20'
 DATE: SEPT. 2013
 SHEET 4 OF 7

EXHIBIT "B"
 Page 2 of 2

EXHIBIT B

Prepared by & Return to:
Ben Williamson, Project Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 74-43-43-05-00-008-0010

TEMPORARY CONSTRUCTION EASEMENT

This Easement made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida," whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 hereinafter referred to as "County" and Mack & Son, LLC, whose mailing address is 1461 N. Mangonia Drive, West Palm Beach, FL 33401, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, County is the owner of the real property as described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to access the property for the removal of existing aluminum fencing ("Fencing") as located and depicted on the drawing attached hereto as Exhibit "B" and incorporated herein by reference (the "Premises" or "Easement Premises").

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the Easement Premises together with the right of reasonable access across the County's abutting property.

1. Premises

The Grantee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Grantee's use and Grantee hereby accepts all risk relating to the use of the Premises.

The rights granted pursuant to this Easement shall be solely and exclusively limited to the right to utilize the Easement Premises for the disassembly and removal of the Fencing from the Premises (the "Project") subject to the Special Conditions of Use attached hereto as Exhibit "C" and incorporated herein by reference. Grantee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Grantee shall be entitled to use the Premises only on the days and times approved pursuant to the Special Conditions of Use. Grantee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Grantee shall not interfere with County's use or operation of the Premises.

Grantee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Grantee shall postpone its activity until the County notifies the Grantee that it is safe to resume the activity.

2. Commencement Date and Length of Term

This Easement shall commence upon the execution by both parties (the "Commencement Date"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of December 30, 2013, or upon the completion of the Project.

3. Termination

The County may terminate this Easement at any time upon written notice to the Grantee. Upon Grantee's receipt of written notice from the County, this Easement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Grantee may terminate this Easement upon written notice to the County. Notwithstanding such termination, Grantee shall remain obligated to surrender and restore the Premises as required by this Easement and for any obligations arising prior to such termination and promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

4. Other Obligations

Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property.

5. Personal Property

County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

6. Prohibition Against Liens

Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming County as an obligee or, require such contractors to comply with County's Bond Waiver Program as set forth in PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to County prior to commencement of construction.

7. Waste or Nuisance

Grantee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Grantee shall keep the

access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

8. Governmental Regulations

Grantee shall, at Grantee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Grantee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Premises. Grantee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Grantee's activity, on the Premises or in any manner not permitted by law. Grantee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Grantee's failure to perform its obligations specified in this Section. Grantee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this Easement.

9. Non-Discrimination

Grantee assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression, with respect to their use of the Premises.

10. Surrender of Premises

Upon termination of each use of the Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use, with the exception of the removal of the Fencing.

11. Maintenance, Repair, and Restoration

Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. In the event that Grantee fails to fulfill these obligations, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure.

12. Indemnification of County

To the extent permitted by law, Grantee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of

life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Grantee of the Premises or any part thereof; or any act, error or omission of Grantee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Grantee or by Grantee against any third party, then Grantee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this Easement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

13. Insurance

Grantee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Grantee shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department". The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

Grantee shall, during the entire Term hereof, keep in full force and effect Business Automobile Liability at a limit of liability not less than \$500,000 each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee doesn't own any automobiles, Grantee agrees to maintain Hired & Non-Owned Auto Liability. Hired & Non-Owned Auto Liability coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Easement. In the event that Grantee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Grantee under this Easement, County shall have the right of injunction, or County may immediately terminate this Easement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Grantee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Grantee's failure to maintain such insurance.

In the event of loss or damage to the Premises, the Grantee shall look solely to any insurance in its favor without making any claim against the County, and the Grantee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Grantee, for itself and its insurers, waives all such insured claims against the County.

14. Special Conditions of Use of Premises

Grantee shall strictly adhere to the Special Conditions of Use that govern the Premises as set forth in the attached Exhibit "C", at all times. Grantee also acknowledges that any violation of the Special Conditions of Use governing the use of the Premises may result in the suspension or termination of this Easement.

15. Subcontracting

The Grantee may not subcontract or assign any rights, responsibilities or obligations of this Easement.

16. Entire Agreement

This Easement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Grantee. All representations, either oral or written, shall be deemed to be merged into this Easement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Easement shall be binding upon County or Grantee unless reduced to writing and signed by them.

17. 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 (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or 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:

(a) If to the County at:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Grantee at:

Mack & Son, LLC
1461 N. Mangonia Drive
West Palm Beach, FL 33401
Fax: (561) 845-0717

Any party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

18. Severability

If any term or provision of this Easement shall be held invalid or unenforceable, the remainder of this Easement shall not be affected and every other term and provision of this Easement shall be deemed valid and enforceable to the extent permitted by law.

19. WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS EASEMENT.

20. Governing Law and Venue

This Easement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

21. Recording

Grantee shall not record this Easement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this Easement.

22. Time of Essence

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

23. No Dedication

The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, 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.

24. Construction

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

25. Default

In the event Grantee 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, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

26. Palm Beach County Office of the Inspector General

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. No Third Party Beneficiary

No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizen or employees of the County and/or Grantee.

28. Reservation of Rights

County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and Grantee have executed this Easement, or have caused the same to be executed as of the day and year first above written.

WITNESS:

Stewart W. Bosley, Jr.
Witness Signature

STEWART W. BOSLEY, JR.
Print Witness Name

[Signature]
Witness Signature

Dawn Rojas
Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

GRANTEE:
MACK & SON, LLC

By: [Signature]
Sylvester McKinnon, Jr., Manager

personally known



[Signature]

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

By: _____

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director



WP 42

13

WP 42

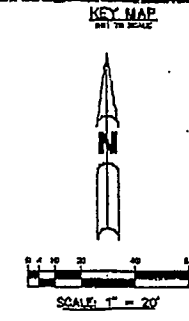
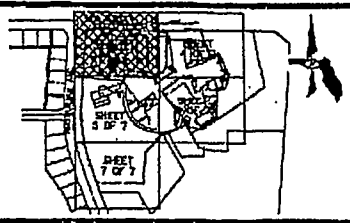
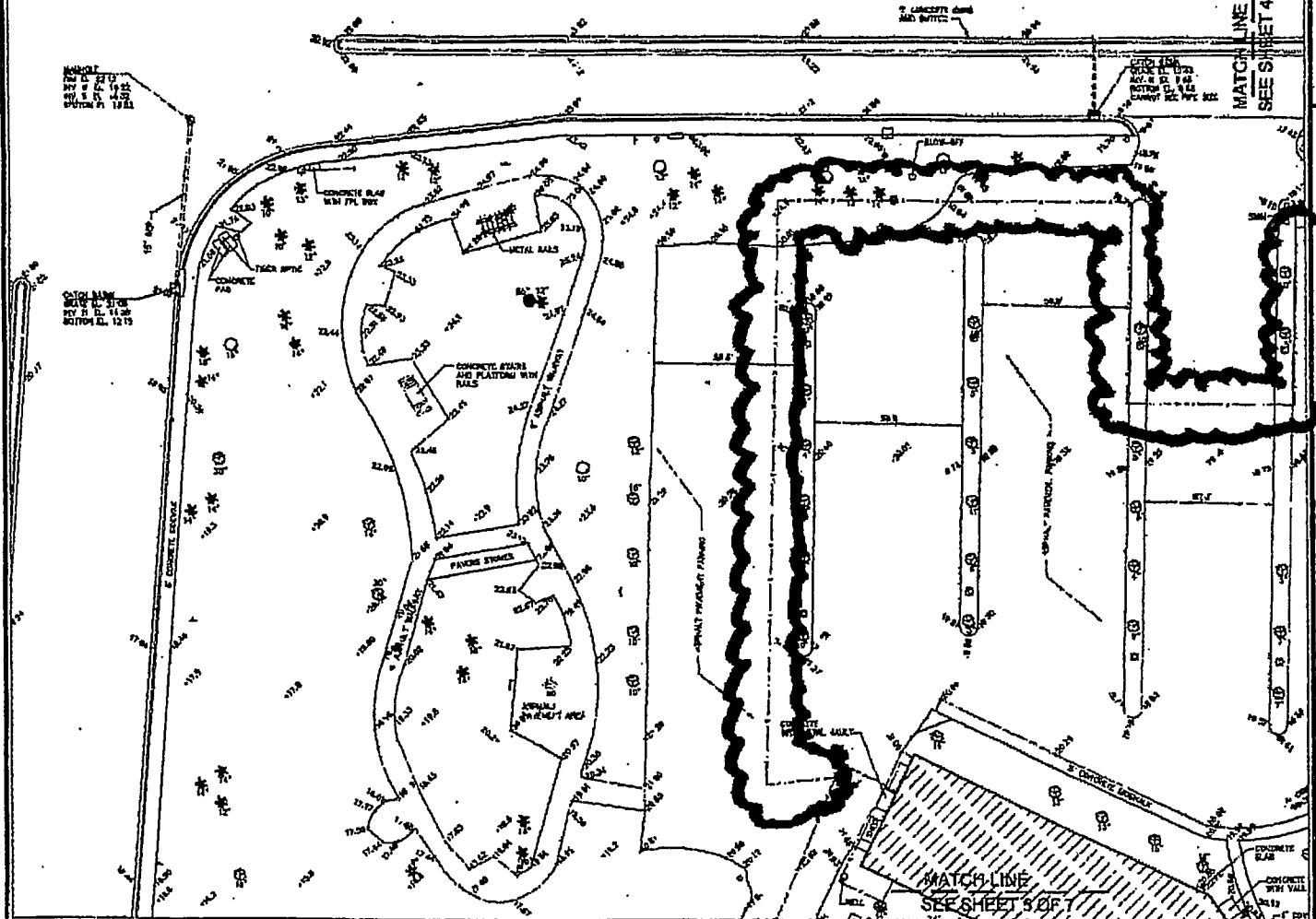
14

WP 43

15

EXHIBIT "A"
COUNTY PROPERTY

Edward J. Healy Rehabilitation and Nursing Center
 1200 45th Street, West Palm Beach, FL 33407
 SECTION 31, TOWNSHIP 43 SOUTH, RANGE 42 EAST



LEGEND

BOLLARD	WOOD PAPER PALE	WOOD PAPER PALE
BACHELOR PROVISION	WOODEN WALL	WOODEN WALL
CONCRETE LIGHT POLE	CLIMBER	CLIMBER
ELECTRIC WIRE	WATER METER	WATER METER
LINE HYDRAULIC	TRENCH BOX	TRENCH BOX
LIGHT POLE	UNDERPASS TIE	UNDERPASS TIE
WATER ANCHOR	PIPE TREE	PIPE TREE
WATER SPINNY	SAMPLE TREE	SAMPLE TREE
WATER BEARING	STYPIC TREE	STYPIC TREE
WATER CONNECTION	WATER TIE	WATER TIE
WELL	WELL	WELL
WELL	WELL	WELL
WATER METER	8" NON DIAM LINE TIE	8" NON DIAM LINE TIE

ABBREVIATIONS
 P.O.D. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 P.L. - PLAT BOOK
 P.B. - PLAT BOOK
 P.S. - OFFICIAL RECORD BOOK
 P.S. - PLAT BOOK
 P.C. - PLAT BOOK
 P.W. - RIGHT-OF-WAY
 R. - RADIUS
 A. - ANGLE
 L.C. - LINE CORNER
 U.L.C. - UTILITY LINE CORNER
 S.E. - SURVEY ELEVATION
 P.L. - PLAT DIVISION
 C.O. - CIRCULAR CURVE
 C.I. - CURVE INTERSECTION
 V. - VERTICALLY
 H. - HORIZONTALLY
 P.O.D. FROM ROD WITH CAP AS NOTED
 C.M. - 4" X 4" CONCRETE MONUMENT
 P.M. - IRON MONUMENT SURVEY MONUMENT
 P.O. - PERMANENT CONTROL POINT
 W.O. - WOOD MONUMENT
 P.C. - PLAT CORNER
 N.A.D. - NORTH AMERICAN DATUM
 L.S. - LEGIONED SURVEYOR
 P.A.P. - PROPERTY APPROXIMATE PUBLIC ADDRESS

EXHIBIT "B"
 Page 1 of 2

EXHIBIT B

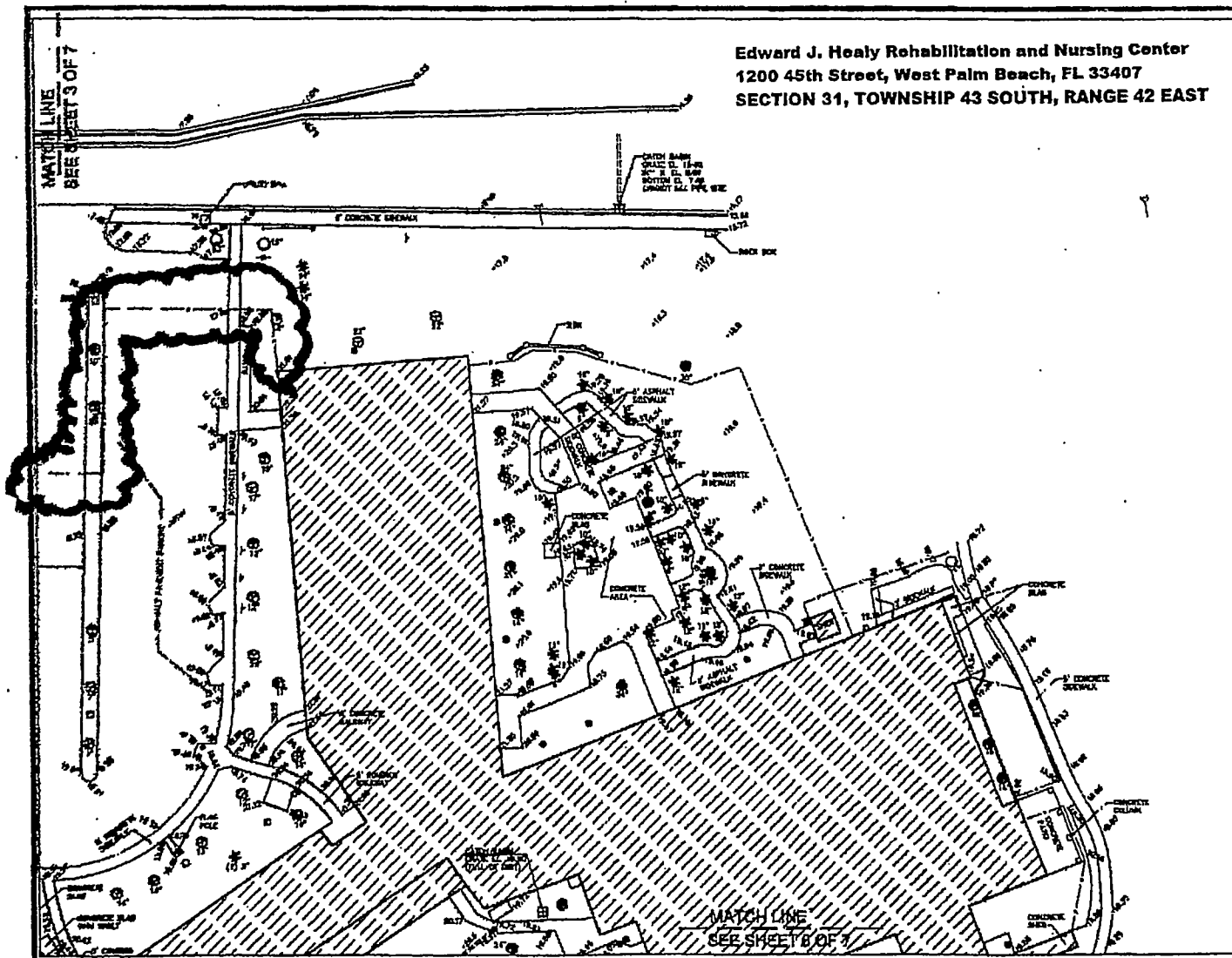
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 8473
 1850 O.D. CREECHOBEE ROAD, SUITE 309, WEST PALM BEACH, FLORIDA 33409
 E-Mail: info@brown-phillips.com
 561-615-3888, 615-3891 FAX

SKETCH OF TOPOGRAPHIC SURVEY
 HEALEY COMPLEX

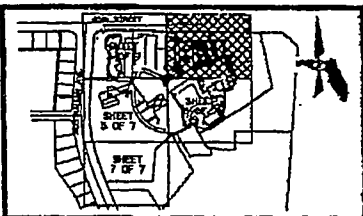
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 CHECKED: JEP
 F.B. CITY OF W.P.B. #5
 PAGES: 1-8

PROJ. No. 13-048
 SCALE: 1"=20'
 DATE: SEPT. 2013
 SHEET 3 OF 7

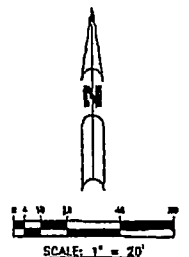
EXHIBIT "B"
EASEMENT PREMISES



Edward J. Healy Rehabilitation and Nursing Center
1200 45th Street, West Palm Beach, FL 33407
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 42 EAST



KEY MAP
NOT TO SCALE



LEGEND

ADJACENT	+	WOOD POULCE POLE	+
BANQUET PROVIDED	→	WOODEN WALL	⊙
CONCRETE LIGHT POLE	⊙	CLIMBER	⊙
ELECTRIC BOX	⊙	WATER TANK	⊙
FIRE HYDRANT	+	SLIPPERY ROCK	⊙
LIGHT POLE	⊙	LAMPPOST	⊙
BIT AND/OR	→	PILE TIE	⊙
WATER ASPHALT	⊙	MAPLE TREE	⊙
WATER BALANCE	⊙	STUMP	⊙
WATER CHANNEL	⊙	MAINT. BOX	⊙
BOX	⊙	ONE TREE	⊙
VALVE	⊙	TWELVE TREE	⊙
MULTI METER	⊙	1" HIGH IRON LINE POLE	⊙

ABBREVIATIONS:
 A.C.M. - POINT OF COMMENCEMENT
 A.S.L. - POINT OF BEGINNING
 A.V. - PLAT BOOK
 B.M. - BENCH MARK
 B.S. - BENCH MARK
 P.S. - PAGE
 N/S - NORTH-SOUTH
 E - EAST
 S - SOUTH
 W - WEST
 U.C. - UTILITY EASEMENT
 U.P. - UTILITY EASEMENT
 (P) - PLAT NUMBER
 (C) - BENCH MARK
 (M) - MEASURED DIMENSION
 C - CENTERLINE
 I.S. - IRON ROD
 I.V.D. - POINT AND WITH CAP AS BARED
 C.L. - CENTERLINE
 P.M. - PERMANENT REFERENCE MONUMENT
 P.P. - PERMANENT CONTROL POINT
 H.D. - HALL & BURN
 N.A.S. - NORTH AMERICAN DATUM
 L.S. - LITCHFIELD SURVEY
 P.P.A. - PROPERTY APPLICABLE PUBLIC ACCESS

B BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1600 OLD OCEANVIEW ROAD, SUITE 308, WEST PALM BEACH, FLORIDA 33409
 E-Mail: info@brown-phillips.com
 561-615-3988, 561-3891 FAX

SKETCH OF TOPOGRAPHIC SURVEY
 HEALEY COMPLEX

DRAWN: JAO
 CHECKED: JEP
 F.B.D. OF W.P.B.
 PAGES: 1-8

PROJ. No. 13-018
 SCALE: 1"=20'
 DATE: SEPT. 2013
 SHEET 4 OF 7

EXHIBIT B

EXHIBIT "C"

SPECIAL CONDITIONS OF USE

EXHIBIT "C"

Special Conditions of Use

1. Grantee acknowledges that the Easement is solely for the purpose of above ground disassembly and removal from the Premises of the aluminum fencing consisting of poles, fencing elements and gates, piles and miscellaneous parts for donation to Urban Growers Community Farm.
2. Grantee shall be solely responsible for all costs and expenses relating to the disassembly and removal of the fencing, including, but not limited to, all costs of the equipment, personnel, contractors or other costs relating to the Project.
3. Grantee shall be solely responsible for complying with and obtaining at its own costs, any required permits or approvals from governmental entities.
4. Grantee shall not use the Premises, or any part thereof, for any purpose whatsoever, other than as set forth herein.
5. Grantee shall coordinate and obtain approval of the date for initiation of work at the Easement Premises (the "Project Initiation Date") by contacting the Capital Improvement Division of the Palm Beach County Facilities Development and Operations Department (FDO). Use of the Easement Premises is strictly limited to daylight hours.
6. The Grantee shall access and use the Premises only during daylight hours.
7. FDO's contact for purposes of notification regarding the Easement shall be John Cheshier at (561) 233-0266. The Grantee's contact shall be Sylvester McKinon, Jr. whose telephone number is (561) 845-0717.
8. County is not providing any security relating to Grantee's use of the Premises.
9. The County shall not be responsible for items or equipment left by the Grantee. Grantee shall be solely responsible for securing all equipment, materials and supplies used, or left at the Premises by guests, agents, invitees, participants, employees or representatives of the Grantee.
10. Grantee is solely responsible for monitoring and providing supervision and oversight of all employees, volunteers, participants, invitees and guests and shall provide adequate security, supervision and oversight for each use of the Premises.
11. Grantee shall take commercially reasonable and prudent precautions to ensure that the disassembly and removal process does not create any dangerous or unsafe conditions at the Easement Premises, including inspecting the Premises and filling in holes, removing debris and otherwise correcting conditions that were caused by or created by the disassembly and removal process.

12. Grantee shall not utilize electric connections at the Premises. Grantee acknowledges that County is not providing any utilities or access to any buildings or structures in connection with this Easement.
13. Grantee acknowledges that this Easement is non-exclusive and County reserves the right to enter and use the Premises for its own purposes and to allow others to use the Premises for any purposes that the County approves that are not inconsistent with this Easement.
14. Grantee agrees to take the Premises in as-is condition.
15. Grantee shall pick up all litter, trash, materials, debris and remove it from the Easement Premises at the completion of the Easement. Grantee shall be responsible for all costs of restoration of the Premises to its pre-use condition (minus the fencing). County shall have the right to repair and restore the Premises upon termination of the Easement and Grantee shall pay the costs within 30 days of invoice of same.
16. Notwithstanding anything in the Agreement that is or may be construed to the contrary, any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement shall survive the expiration or earlier termination of this Agreement.
17. In the event there is an emergency, Grantee shall dial 911 and then follow-up by immediately reporting such accident/incident to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.