

Agenda Item #: 3H-4

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

**Meeting Date:** December 17, 2013       Consent       Regular  
    Ordinance       Public Hearing

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

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

- A) a Pipeline Removal Agreement with 1501 FMR, Inc; and
- B) a Release of Phosphate, Minerals, Metals, Petroleum, Entry and Exploration Reservations in favor of 1501 FMR, Inc. for property located at 1501 Florida Mango Road in unincorporated West Palm Beach.

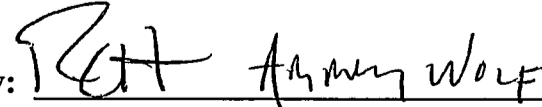
**Summary:** Palm Beach County sold a 4.13 acre property located at 1501 Florida Mango Road in unincorporated West Palm Beach to 1501 FMR, Inc. on May 17, 1994 (R-94-631D). A County-owned six inch (6") wastewater pipeline was located on the property at the time of the conveyance and remains in use. However, the County did not reserve an easement for the pipeline, which raises questions as to whether the County has the legal right for the pipeline to remain. In addition, the County Deed did not expressly release the mineral rights, which also raises questions as to whether the mineral rights were released. 1501 FMR claims that it was not aware of the existence of the pipeline and has objected to the impact of the pipeline and mineral rights upon its development plans. Due to the inability to reach a satisfactory agreement with 1501 FMR Inc. for the pipeline to remain in place and the fact that the pipeline is nearing the end of its useful life, the Water Utilities Department has decided to remove the pipeline and construct a replacement pipeline. In exchange for the County's release of mineral rights, 1501 FMR, Inc. will allow WUD one year to remove and replace the pipeline and will grant the County a Temporary Construction Easement required for performance of the work. (PREM) District 2 (HJF)


**Background and Justification:** The County Water Utilities Department purchased this property in 1970 as part of its acquisition of the Palm Beach Utility Company. WUD ceased use of the utility plant on the property in 1982, however a 6" wastewater main running through this property remained in use. The County sold the subject property to 1501 FMR, Inc. in 1994 for a price of \$457,500. PREM Staff was not aware of the existence of the pipeline and consequently did not reserve an easement in the deed of conveyance. Without an easement, it is questionable whether the County has the legal right to keep the pipeline in place. In addition, the conveyance did not address mineral rights. 1501 FMR claims that its attempts to sell the property have been hindered by the existence of the pipeline and questions regarding whether the County retained mineral rights. Negotiations with 1501 FMR regarding the pipeline have been protracted. 1501 FMR requested relief from zoning requirements for its contemplated development as a condition of granting an easement for the pipeline, objected to repair work on an adjacent canal and the fact that the County did not expressly release mineral rights. Rather than to concede to 1501 FMR's conditions for granting an easement for the pipeline to remain in place, and because the pipeline is over 40 years old and nearing the end of its useful life, WUD has decided to remove the pipeline and install a new pipeline in another location outside the subject property at a cost of \$150,000. The Pipeline Removal Agreement requires WUD to finish construction of the replacement pipeline and removal of its existing pipeline within 1 year and to deliver the Release of mineral reservations upon approval of the Removal Agreement.

**Continued on Page 3**

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement (BAS)
- 3. Resolution No. 1994-631D (County Deed)
- 4. Three (3) Original Pipeline Removal Agreements
- 5. Release of Phosphate, Minerals, Metals, Petroleum, Entry and Exploration Reservations
- 6. Disclosure of Beneficial Interests

**Recommended By:**       11/25/13  
**Department Director**      **Date**

**Approved By:**       12/8/13  
**Deputy County Administrator**      **Date**

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$150,000	_____	_____	_____	_____
Operating Costs	\$0	_____	_____	_____	_____
External Revenues	\$0	_____	_____	_____	_____
Program Income (County)	\$0	_____	_____	_____	_____
In-Kind Match (County)	\$0	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$150,000</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>	<b>=====</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Current Budget: Yes     X     No       

Budget Account No: Fund 4011 Dept 721 Unit W031 Object 6547

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

The project will be funded by Water Utilities Department user fees. There will be no incremental operating costs. Project will reduce the risk of failure of old pipeline property.

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

**III. REVIEW COMMENTS**

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

Lisa Neary 12/2/13  
OFMB 11/27 12/2 12/2 12/2

Dr. J. Jacobson 12/5/13  
Contract Development and Control  
12-5-13 B. Jacobson

**B. Legal Sufficiency:**

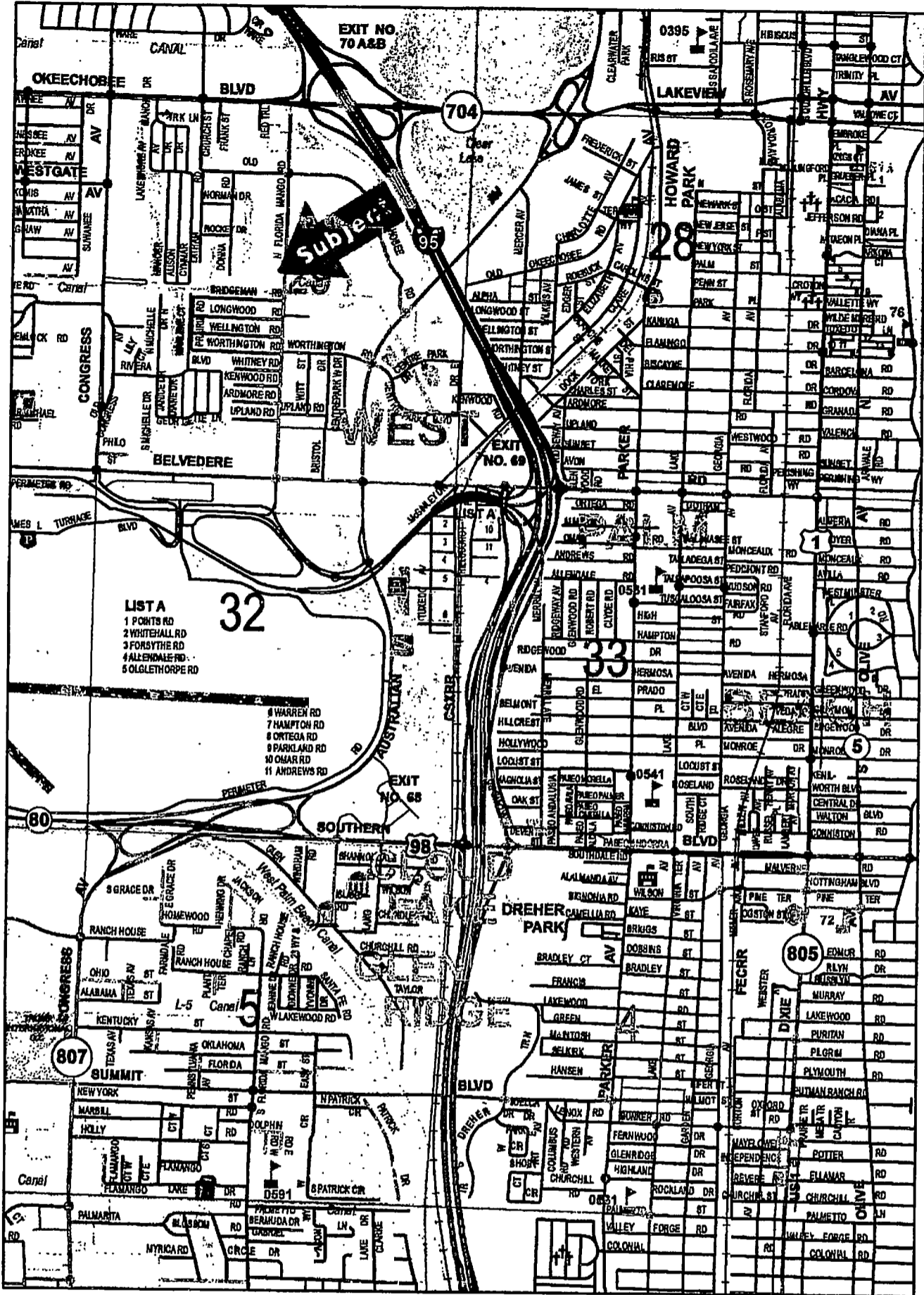
H. Jal 12/6/13  
Assistant County Attorney

**C. Other Department Review:**

Ben Banks  
Director, Water Utilities Department

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

**Background and Justification Continued:** 1501 FMR, Inc. will grant the County a Temporary Construction Easement to remove the existing pipeline and construct the replacement pipeline. Staff has no reason to believe that the property has any phosphate, metal, mineral or petroleum resources of any significant market value. Further, the property lies within the Westgate Community Redevelopment Area and the Westgate Belvedere Homes Community Redevelopment Agency supports resolution of this matter as it should facilitate redevelopment of this property. 1501 FMR, Inc. has provided a Disclosure of Beneficial Interests identifying P. Rodney Cunningham as holding a 100% interest in 1501 FMR, Inc.



TWP 43

TWP 43

TWP 44

19

20

21

RNG 43

See pg 81

RNG 43

Page 71

LOCATION MAP

Handwritten signature or initials.

**INTEROFFICE COMMUNICATION  
PALM BEACH COUNTY  
BUDGET AVAILABILITY STATEMENT**

**DATE:** November 6, 2013  
**TO:** Facilities Development and Operations  
**FROM:** Guy Eggertsson, Fiscal Manager I  
Water Utilities Department  
**RE:** Agenda Item – Pipeline Removal Agreement


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**FISCAL IMPACT ANALYSIS:**

Amount \$150,000.00

Budget Account Number:

Fund	Agency	Organization	Object	
4011	721	W031	6547	

  
Authorized Signature

SEP-20-1994 11:18am 94-317410  
ORB 8432 Pg 1461  
Con 457,500.00 Doc 3,202.50

County Deed  
F.S. 125.411

R94 631 D

MAY 17 1994

THIS DOCUMENT WAS PREPARED BY:  
Janice A. Jeck  
Property & Real Estate Management  
3323 Belvedere Road, Building 503  
West Palm Beach, Florida 33406  
Property Control NO. 00-43-43-29-00-000-3710

RETURN TO:  
Richard A. Murdoch, Esquire  
Dickenson & Murdoch  
980 North Federal Highway, Suite 410  
Boca Raton, Florida 33432

COUNTY DEED

THIS DEED, made this 12 day of September,  
1994, by PALM BEACH COUNTY, FLORIDA, a political subdivision of the  
State of Florida, party of the first part, and 1501 FMR, INC., a  
Florida Corporation, 1450 N.W. First Avenue, Boca Raton, Florida  
33432, party of the second part,

W I T N E S S E T H: That the said party of the first  
part, for and in consideration of the sum of \$10.00 to it in hand  
paid by the party of the second part, receipt whereof is hereby  
acknowledged, has granted, bargained and sold to the party of the  
second part, it's successors and assigns forever, the following  
described land lying and being in Palm Beach County, Florida to  
wit:

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

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

ORB 8432 Ps 1462

COUNTY DEED  
Palm Beach County to 1501 FMR, Inc.  
Page Two

ATTEST:

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

DOROTHY H. WILKEN, Clerk

By *Dorothy H. Wilken*

CLERK (or DEPUTY CLERK)

By *Mary McCarty*

MARY McCARTY, CHAIR

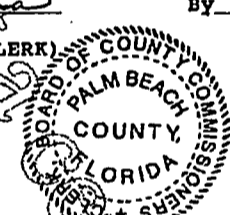
MAY 17 1994

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By *Eleanor B. Halperin*  
COUNTY ATTORNEY

ELEANOR B. HALPERIN

R94 631 D.



This is a certified copy

ORB 8432 Ps 1463  
DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

EXHIBIT "A"

LEGAL DESCRIPTION

Commencing at the quarter corner in the north line of Section 29, Township 43 south, Range 43 east; thence on an assumed bearing of south 01 degrees, 55 minutes, 52 seconds west along the north/south quarter section line of said Section 29 (also being the centerline of a 80.00 foot right-of-way for Florida Mango Road, as recorded on Road Book 5, Page 81, Public Records of Palm Beach County, Florida; also shown within the right-of-way map of Florida Mango Road, Drawing 3-64-108, in the Palm Beach County Engineers office.) Thence continue south 01 degrees, 55 minutes, 52 seconds west, a distance of 2683.75 feet to the north right-of-way line of a Palm Beach County drainage canal, as recorded in Official Record Book 619, Page 344, Public Records of Palm Beach County, Florida; being also recorded as L-2 Canal from Congress Avenue to Old Australian Avenue in Road Book 5 on Page 81, Public Records of Palm Beach County, Florida; thence north 88 degrees, 32 minutes, 46 seconds west along the north right-of-way of said L-2 Canal, a distance of 40.00 feet intersecting the west right-of-way line of Florida Mango Road, said Drawing Number 3-64-108, being the Point of Beginning; thence continue north 88 degrees, 32 minutes, 46 seconds west along said north right-of-way of a Palm Beach County drainage canal a distance of 643.67 feet intersecting the east boundary (being a common line with the west boundary of this description) of that certain deed recorded in Official Record Book 4597, Page 331, in favor of "Donna Road Partnership", a Florida General Partnership, recorded in the Public Records of Palm Beach County, Florida; thence north 01 degrees, 56 minutes, 03 seconds east along said common line a distance of 278.79 feet intersecting the southwest boundary of that parent parcel conveyed to L.G. 76 Partnership, recorded in Official Record Book 2771, Page 658, Public Records of Palm Beach County, Florida; being a common corner in this description; thence south 88 degrees, 41 minutes, 19 seconds east along the south boundary of said deed recorded in Official Record Book 2771, Page 658, being also the north boundary of this description a distance of 643.67 feet to the intersection of the west right-of-way line of Florida Mango Road; thence south 01 degrees, 55 minutes, 52 seconds west along said west right-of-way of Florida Mango Road, a distance of 280.39 feet, to the Point of Beginning.

Subject to restrictions, reservations, rights-of-way and easements.



**PIPELINE REMOVAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between 1501 FMR INC., a Florida corporation, hereinafter the "Property Owner", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY".

WITNESSETH:

WHEREAS, Property Owner owns the property more fully described in Exhibit "A", which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, County owns and operates a six inch (6") wastewater pipeline located on the Property, as depicted on Exhibit "B" attached hereto and incorporated herein (the "Pipeline"); and

WHEREAS, County does not currently have an easement for the Pipeline and Property Owner wishes for the County to remove the Pipeline from the Property; and

WHEREAS, County is agreeable to removing the Pipeline from the Property and replacing the Pipeline with new wastewater pipeline located outside of the Property (the "New Pipeline"), subject to Property Owner's granting of a temporary construction easement required by the County in order to remove the Pipeline and construct the New Pipeline; and

WHEREAS, Property Owner agrees to grant the County a temporary construction easement in order for the County to remove the Pipeline and construct the New Pipeline.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. **Recitals.** The above recitals are true, correct, and are incorporated herein by reference.

2. **Effective Date.** This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved by the Palm Beach County Board of County Commissioners.
3. **Pipeline Removal.** Following the completion, testing, and start-up of the New Pipeline, County will discontinue the operation of the Pipeline and remove the Pipeline from the Property as set forth herein. The Pipeline removal shall not include the removal of two concrete pilings which support the Pipeline aerial crossing over an existing drainage ditch near the northwest property corner. All disturbed areas will be restored to equal or better condition. The Pipeline removal shall be completed not more than one (1) year following the Effective Date.
4. **Temporary Construction Easement.** Contemporaneously with the execution of this Agreement, Property Owner will execute the Temporary Construction Easement attached hereto and incorporated herein as **Exhibit "C"**. The County will separately record the Temporary Construction Easement in the Public Records of Palm Beach County, Florida.
5. **Release Contingency.** Property Owner's execution of this Agreement is contingent upon the execution of the Release of Phosphate, Minerals, Metals, Petroleum, Entry and Exploration Reservations in favor of 1501 FMR, Inc ("Release") by the Palm Beach County Board of County Commissioners. A copy of the Release is attached hereto and incorporated herein as **Exhibit "D"**.
6. **Termination.** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice shall be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior

written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

7. **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.
8. **No Third Party Beneficiary.** No provision of this 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 Agreement, including but not limited to any citizen or employees of the County and/or Property Owner.
9. **Successors and Assigns.** The County and the Property Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
10. **Force Majeure.** In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or

demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or wastewater plant failures and sewer main breaks, neither party shall be liable for such non-performance.

11. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.
12. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
13. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
14. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to the Property Owner at:

1501 FMR, Inc.  
Attn: P. R. Cunningham  
1450 N.W. First Avenue  
Boca Raton, FL 33432

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
P.O. Box 16097  
West Palm Beach, FL 33416-6097  
Attn: Department Director

with a copy not to constitute notice to:

County Attorney  
301 North Olive Ave.  
Suite 601  
West Palm Beach, FL 33401

15. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
16. **Entirety of Agreement.** The County and the Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
17. **Non-Discrimination.** The parties agree and certify that they 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, during their performance of this Agreement.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Property Owner and County have executed this Agreement as of the date first above written.

**WITNESSES:**

Signed, sealed and delivered in the presence of:

Mary L. Medvin  
Witness Signature

MARY L. MEDVIN  
Print Name

Julie A. Ataman  
Witness Signature

Julie A. Ataman  
Print Name

**PROPERTY OWNER: 1501 FMR, INC.**

P. Rodney Cunningham, President

By: [Signature]  
11-11-13

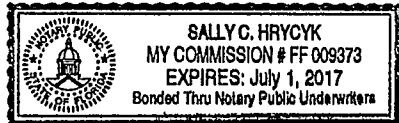
(SEAL)

**NOTARY CERTIFICATE**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November 2013 by P. Rodney Cunningham, the President of 1501 FMR, Inc., a Florida corporation who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:



Sally C. Hrycyk  
Notary Signature

Sally C. Hrycyk  
Typed, Printed or Stamped Name of Notary

**ATTEST:**  
**SHARON R. BOCK, CLERK &**  
**COMPTROLLER**

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

**COMMISSIONERS**

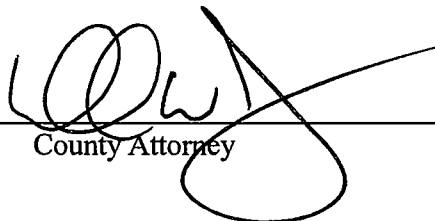
By: \_\_\_\_\_  
Deputy Clerk

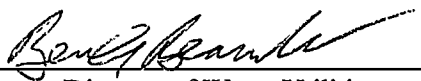
By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

(SEAL)

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

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

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

By:  \_\_\_\_\_  
Director of Water Utilities

**Exhibit "A"**

**Legal Description of Property**

Commencing at the quarter corner in the north line of Section 29, Township 43 south, Range 43 east; thence on an assumed bearing of south 01 degrees, 55 minutes, 52 seconds west along the north/south quarter section line of said Section 29 (also being the centerline of a 80.00 foot right-of way for Florida Mango Road, as recorded on Road Book 5, Page 81, Public Records of Palm Beach County, Florida; also shown within the right-of-way map of Florida Mango Road, Drawing 3-64-108, in the Palm Beach County Engineers office.) Thence continue south 01 degrees, 55 minutes, 52 seconds west, a distance of 2683.75 feet to the north right-of-way line of a Palm Beach County drainage canal, as recorded in Official Record Book 619, Page 344, Public Records of Palm Beach County, Florida; being also recorded as L-2 Canal from Congress Avenue to Old Australian Avenue in Road Book 5 on Page 81, Public Records of Palm Beach County, Florida; thence north 88 degrees, 32 minutes, 46 seconds west along the north right-of-way of said L-2 Canal, a distance of 40.00 feet intersecting the west right-of-way line of Florida Mango Road, said Drawing Number 3-64-108, being the Point of Beginning; thence continue north 88 degrees, 32 minutes, 46 seconds west along said north right-of-way of a Palm Beach County drainage canal a distance of 643.67 feet intersecting the ease boundary (being a common line with the west boundary of this description) of that certain deed recorded in Official Record Book 4597, Page 331, in favor of "Donna Road Partnership", a Florida General Partnership, recorded in the Public Records of Palm Beach County, Florida; thence north 01 degrees, 56 minutes, 03 seconds east along said common line a distance of 278.79 feet intersecting the southwest boundary of that parent parcel conveyed to L.G. 76 Partnership, recorded in Official Record Book 2771, Page 658, Public Records of Palm Beach County, Florida; being a common corner in the description; thence south 88 degrees, 41 minutes, 19 seconds east along the south boundary of said deed recorded in Official Record Book 2771, Page 658, being also the north boundary of this description a distance of 643.67 feet to the intersection of the west right-of-way line of Florida Mango Road; thence south 01 degrees, 55 minutes, 52 seconds west along said west right-of-way line of Florida Mango Road, a distance of 280.39 feet, to the Point of Beginning.



**Exhibit "B"**  
**Pipeline**

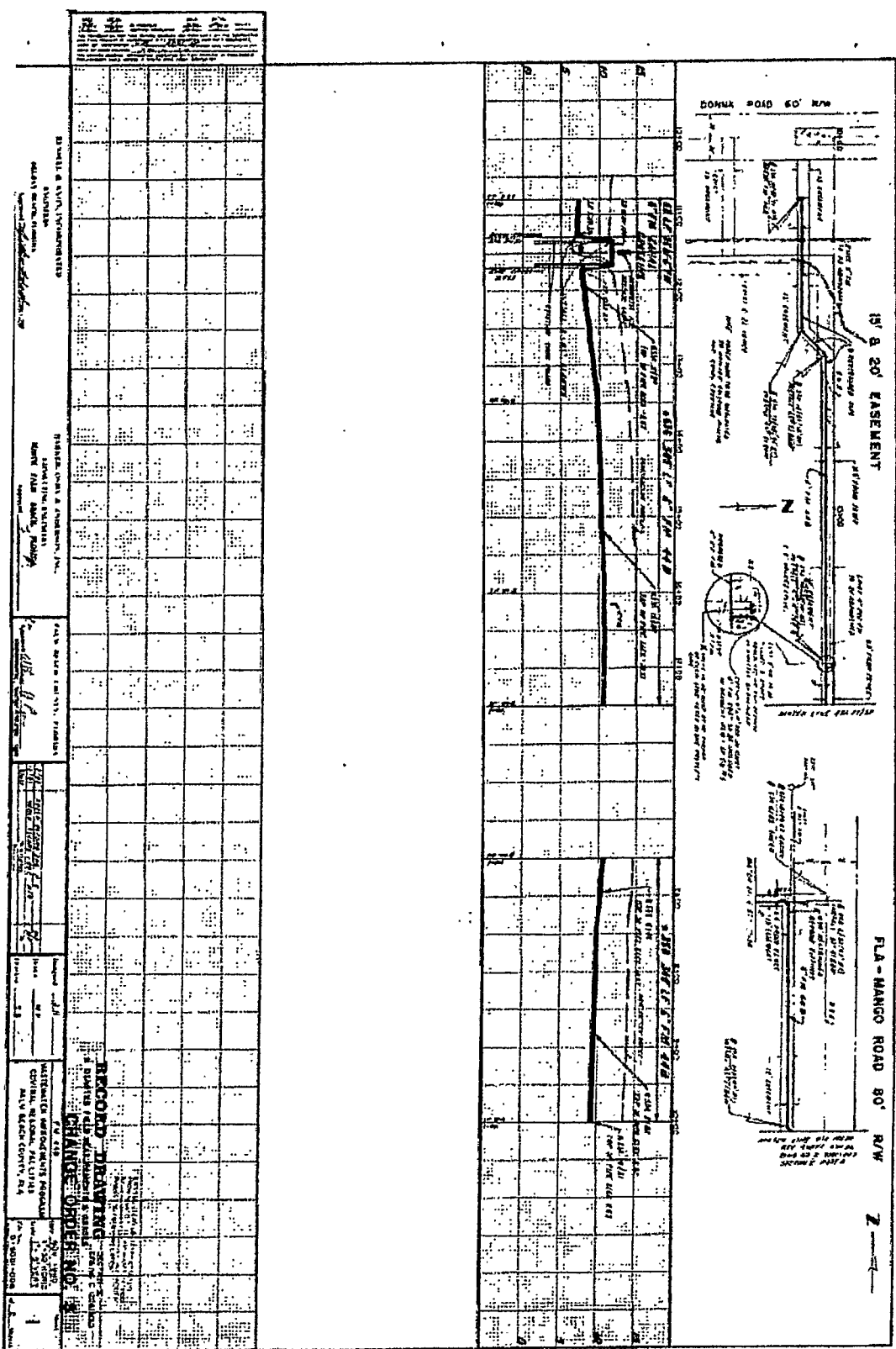


Exhibit "C"

Temporary Construction Easement

CHARGE #1023 RETURN VIA WILL CALL #133  
ATTN: CONTRACT MANAGEMENT,  
PBC WATER UTILITIES DEPT,  
8100 FOREST HILL BLVD, WPB, FL 33413

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and entered into this 11<sup>th</sup> day of November, 2013 by 1501 FMR INC., a Florida corporation (whose address is 1450 N.W. 12<sup>th</sup> Avenue Boca Raton, FL 33432) ("Grantor") to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a temporary construction easement, which shall permit Grantee, its successors and assigns, the authority to enter upon the property of the Grantor at any time for construction, installation, and removal of various wastewater facilities over, upon, under, through, and across the property. The construction, installation, and removal authorized under this temporary construction easement includes, but is not limited to, removal of an existing six inch (6") wastewater pipeline and construction of replacement wastewater lines and appurtenant facilities. The temporary construction easement hereby granted covers a parcel of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

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

This temporary construction easement shall terminate upon completion of construction, installation and removal or one (1) year from the date of Grantor's execution, whichever is first to occur. Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

WITNESSES:

Signed, sealed and delivered  
in the presence of:

Mary L. Medvin

Witness Signature

MARY L. MEDVIN

Print Name

Julie A. Ataman

Witness Signature

Julie A. Ataman

Print Name

GRANTOR:

P. Rodney Cunningham

Signature

P. Rodney Cunningham, President

Print Name

(SEAL)

NOTARY CERTIFICATE

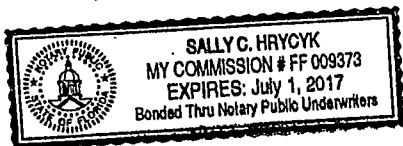
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2013 by P. Rodney Cunningham and \_\_\_\_\_ who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

Sally C. Hrycyk  
Notary Signature

Sally C. Hrycyk  
Typed, Printed or Stamped Name of Notary



**Exhibit "A"**  
**of the Temporary Construction Easement**

**Legal Description**

Commencing at the quarter corner in the north line of Section 29, Township 43 south, Range 43 east; thence on an assumed bearing of south 01 degrees, 55 minutes, 52 seconds west along the north/south quarter section line of said Section 29 (also being the centerline of a 80.00 foot right-of way for Florida Mango Road, as recorded on Road Book 5, Page 81, Public Records of Palm Beach County, Florida; also shown within the right-of-way map of Florida Mango Road, Drawing 3-64-108, in the Palm Beach County Engineers office.) Thence continue south 01 degrees, 55 minutes, 52 seconds west, a distance of 2683.75 feet to the north right-of-way line of a Palm Beach County drainage canal, as recorded in Official Record Book 619, Page 344, Public Records of Palm Beach County, Florida; being also recorded as L-2 Canal from Congress Avenue to Old Australian Avenue in Road Book 5 on Page 81, Public Records of Palm Beach County, Florida; thence north 88 degrees, 32 minutes, 46 seconds west along the north right-of-way of said L-2 Canal, a distance of 40.00 feet intersecting the west right-of-way line of Florida Mango Road, said Drawing Number 3-64-108, being the Point of Beginning; thence continue north 88 degrees, 32 minutes, 46 seconds west along said north right-of-way of a Palm Beach County drainage canal a distance of 643.67 feet intersecting the ease boundary (being a common line with the west boundary of this description) of that certain deed recorded in Official Record Book 4597, Page 331, in favor of "Donna Road Partnership", a Florida General Partnership, recorded in the Public Records of Palm Beach County, Florida; thence north 01 degrees, 56 minutes, 03 seconds east along said common line a distance of 278.79 feet intersecting the southwest boundary of that parent parcel conveyed to L.G. 76 Partnership, recorded in Official Record Book 2771, Page 658, Public Records of Palm Beach County, Florida; being a common corner in the description; thence south 88 degrees, 41 minutes, 19 seconds east along the south boundary of said deed recorded in Official Record Book 2771, Page 658, being also the north boundary of this description a distance of 643.67 feet to the intersection of the west right-of-way line of Florida Mango Road; thence south 01 degrees, 55 minutes, 52 seconds west along said west right-of-way line of Florida Mango Road, a distance of 280.39 feet, to the Point of Beginning.

**AUTHORIZATION TO CONTACT MORTGAGE HOLDER(S)**

I, P. Rodney Cunningham (PCN# 00-43-43-29-00-000-3710) ("Property Owner") the owner of property located at 1501 Florida Mangrove Road PCN# \_\_\_\_\_ hereby authorize the Palm Beach County Water Utilities Department to contact the following mortgage holder(s) to obtain Consent and Subordination of Mortgagee for Temporary Construction Easement.

=====  
1st Mortgage Holder: \_\_\_\_\_ Loan No: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

*N/A*  
*No mortgage*

=====  
2nd Mortgage Holder: \_\_\_\_\_ Loan No: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

=====  
Witnesses:

Mary L. Medvin  
Signature

MARY L. MEDVIN  
Print Name

P. Rodney Cunningham, President  
1501 Fm R, Inc.

Property Owner Signature

[Signature]

Property Owner Signature

Julie A. Ataman  
Signature

Julie A. Ataman  
Print Name

=====  
**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_

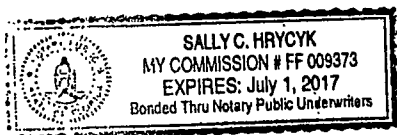
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 11th day of November 2013, by P. Rodney Cunningham and \_\_\_\_\_, who is/are personally known to me or who have produced \_\_\_\_\_ as identification.

My Commission Expires:

Sally C. Hrycyk  
Notary Signature

Sally C. Hrycyk  
Typed, Printed or Stamped Name of Notary



**CONSENT AND SUBORDINATION OF MORTGAGEE FOR TEMPORARY CONSTRUCTION EASEMENT**

The undersigned mortgagee does hereby consent to the granting of this Temporary Construction Easement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Temporary Construction Easement.

**IN WITNESS WHEREOF**, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

**WITNESSES:**  
Signed, sealed and delivered  
in the presence of:

**GRANTOR/MORTGAGEE:**  
Name of Mortgagee:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name (and Title if applicable)

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

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

(SEAL)

**NOTARY CERTIFICATE**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, who is/are both  
personally known to me or who have produced \_\_\_\_\_ as identification.

My Commission  
Expires:

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary

**Exhibit "D"**

**Release of Phosphate, Minerals, Metals, Petroleum, Entry and Exploration Reservations**

PREPARED BY AND RETURN TO:  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
ATTN: DIRECTOR  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-43-43-29-00-000-3710  
Closing Date: September 12, 1994  
Purchase Price: \$457,500.00

**RELEASE OF PHOSPHATE, MINERALS, METALS,  
PETROLEUM, ENTRY AND EXPLORATION RESERVATIONS**

This RELEASE, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and 1501 FMR, Inc., a Florida Corporation, whose legal mailing address is 1450 N.W. First Avenue, Boca Raton, Florida, 33432, "1501 FMR".

**WITNESSETH:**

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by 1501 FMR, the receipt whereof is hereby acknowledged, does hereby release, convey and forever quitclaim unto 1501 FMR, Inc., all phosphate, mineral, metal, petroleum, entry and exploration rights to and interest in the following described land lying and being in Palm Beach County, Florida:

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

This Release is being given without statutory, express or implied, warranties of any nature whatsoever and acceptance hereof shall be without recourse to County.

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

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

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

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

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

**Exhibit "A"**  
**of the Release of Phosphate, Minerals, Metals, Petroleum,**  
**Entry and Exploration Reservations**

**Legal Description**

Commencing at the quarter corner in the north line of Section 29, Township 43 south, Range 43 east; thence on an assumed bearing of south 01 degrees, 55 minutes, 52 seconds west along the north/south quarter section line of said Section 29 (also being the centerline of a 80.00 foot right-of way for Florida Mango Road, as recorded on Road Book 5, Page 81, Public Records of Palm Beach County, Florida; also shown within the right-of-way map of Florida Mango Road, Drawing 3-64-108, in the Palm Beach County Engineers office.) Thence continue south 01 degrees, 55 minutes, 52 seconds west, a distance of 2683.75 feet to the north right-of-way line of a Palm Beach County drainage canal, as recorded in Official Record Book 619, Page 344, Public Records of Palm Beach County, Florida; being also recorded as L-2 Canal from Congress Avenue to Old Australian Avenue in Road Book 5 on Page 81, Public Records of Palm Beach County, Florida; thence north 88 degrees, 32 minutes, 46 seconds west along the north right-of-way of said L-2 Canal, a distance of 40.00 feet intersecting the west right-of-way line of Florida Mango Road, said Drawing Number 3-64-108, being the Point of Beginning; thence continue north 88 degrees, 32 minutes, 46 seconds west along said north right-of-way of a Palm Beach County drainage canal a distance of 643.67 feet intersecting the ease boundary (being a common line with the west boundary of this description) of that certain deed recorded in Official Record Book 4597, Page 331, in favor of "Donna Road Partnership", a Florida General Partnership, recorded in the Public Records of Palm Beach County, Florida; thence north 01 degrees, 56 minutes, 03 seconds east along said common line a distance of 278.79 feet intersecting the southwest boundary of that parent parcel conveyed to L.G. 76 Partnership, recorded in Official Record Book 2771, Page 658, Public Records of Palm Beach County, Florida; being a common corner in the description; thence south 88 degrees, 41 minutes, 19 seconds east along the south boundary of said deed recorded in Official Record Book 2771, Page 658, being also the north boundary of this description a distance of 643.67 feet to the intersection of the west right-of-way line of Florida Mango Road; thence south 01 degrees, 55 minutes, 52 seconds west along said west right-of-way line of Florida Mango Road, a distance of 280.39 feet, to the Point of Beginning.

PREPARED BY AND RETURN TO:  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
ATTN: DIRECTOR  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 00-43-43-29-00-000-3710  
Closing Date: September 12, 1994  
Purchase Price: \$457,500.00

## RELEASE OF PHOSPHATE, MINERALS, METALS, PETROLEUM, ENTRY AND EXPLORATION RESERVATIONS

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### WITNESSETH:

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

This Release is being given without statutory, express or implied, warranties of any nature whatsoever and acceptance hereof shall be without recourse to County.

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

### ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By:   
Assistant County Attorney



**Exhibit "A"**  
**of the Release of Phosphate, Minerals, Metals, Petroleum,  
Entry and Exploration Reservations**

**Legal Description**

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**DISCLOSURE OF BENEFICIAL INTERESTS**


TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, P. RODNEY CUNNINGHAM, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

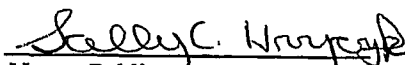
1. Affiant is the president of 1501 FMR, Inc., (the "Owner") which entity is the Owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 1450 N.W. First Avenue, Boca Raton, Florida 33432.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.
4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its ownership of the property.

FURTHER AFFIANT SAYETH NAUGHT.

  
Affiant

Print Affiant Name: P. Rodney Cunningham, President

The foregoing instrument was sworn to, subscribed and acknowledged before me this 11<sup>th</sup> day of November, 2013, by P. Rodney Cunningham  who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

  
Notary Public

Sally C. Hrycyk  
(Print Notary Name)



NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: July 1, 2017

**EXHIBIT "A"**  
**TO THE DISCLOSURE OF BENEFICIAL INTERESTS**  
**PROPERTY**

Commencing at the quarter corner in the north line of Section 29, Township 43 south, Range 43 east; thence on an assumed bearing of south 01 degrees, 55 minutes, 52 seconds west along the north/south quarter section line of said Section 29 (also being the centerline of a 80.00 foot right-of way for Florida Mango Road, as recorded on Road Book 5, Page 81, Public Records of Palm Beach County, Florida; also shown within the right-of-way map of Florida Mango Road, Drawing 3-64-108, in the Palm Beach County Engineers office.) Thence continue south 01 degrees, 55 minutes, 52 seconds west, a distance of 2683.75 feet to the north right-of-way line of a Palm Beach County drainage canal, as recorded in Official Record Book 619, Page 344, Public Records of Palm Beach County, Florida; being also recorded as L-2 Canal from Congress Avenue to Old Australian Avenue in Road Book 5 on Page 81, Public Records of Palm Beach County, Florida; thence north 88 degrees, 32 minutes, 46 seconds west along the north right-of-way of said L-2 Canal, a distance of 40.00 feet intersecting the west right-of-way line of Florida Mango Road, said Drawing Number 3-64-108, being the Point of Beginning; thence continue north 88 degrees, 32 minutes, 46 seconds west along said north right-of-way of a Palm Beach County drainage canal a distance of 643.67 feet intersecting the ease boundary (being a common line with the west boundary of this description) of that certain deed recorded in Official Record Book 4597, Page 331, in favor of "Donna Road Partnership", a Florida General Partnership, recorded in the Public Records of Palm Beach County, Florida; thence north 01 degrees, 56 minutes, 03 seconds east along said common line a distance of 278.79 feet intersecting the southwest boundary of that parent parcel conveyed to L.G. 76 Partnership, recorded in Official Record Book 2771, Page 658, Public Records of Palm Beach County, Florida; being a common corner in the description; thence south 88 degrees, 41 minutes, 19 seconds east along the south boundary of said deed recorded in Official Record Book 2771, Page 658, being also the north boundary of this description a distance of 643.67 feet to the intersection of the west right-of-way line of Florida Mango Road; thence south 01 degrees, 55 minutes, 52 seconds west along said west right-of-way line of Florida Mango Road, a distance of 280.39 feet, to the Point of Beginning.

