

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 1, 2014                       Consent                       Regular  
    Ordinance                       Public Hearing

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

I. EXECUTIVE BRIEF

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


**A) approve** Interlocal Agreement (Agreement) with the Solid Waste Authority (SWA) for the future procurement of fill material from the County.

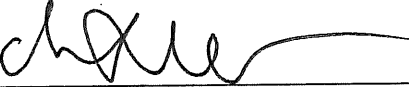
**B) terminate** Amended and Restated Interlocal Agreement (AR Agreement, R-2009-0575) with the SWA to allow for the harvesting and removal of fill within a 230 acre parcel located south of Indiantown Road, between Jupiter Farms Road and Riverbend Park (the Property).

**Summary:** The County approved the purchase of the Property on September 11, 2007 (R-2007-1589). Pursuant to a December 4, 2007 Interlocal Agreement (R-2007-2212), SWA contributed \$5.5 million at closing in exchange for the right to harvest up to 2.2 million cubic yards of fill from the Property. The Property was jointly acquired by the County and SWA in 2008; full title was conveyed to the County in 2009 pursuant to the AR Agreement. The County supplied SWA with 200,000 cubic yards of fill in 2010, thereby reducing its fill obligation to 2 million cubic yards. SWA now wishes to delay the County's delivery of the remaining fill and the County wishes to reduce the amount of fill excavated from the Property. The Agreement terminates the AR Agreement, identifies different ways the County can fulfill its remaining fill obligation to SWA and extends the term of the agreement to a maximum of 50 years. There is no cost to the County. Countywide (SF)

**Background and Justification:** The Property is part of the 2,083-acre Cypress Creek Natural Area. It was acquired for environmental enhancement and public outdoor recreational purposes, including benefits to the adjacent Wild and Scenic Loxahatchee River. Subsequent to execution of the 2009 AR Agreement, it was determined that the implementation of a new waste to energy facility greatly reduced SWA's fill needs and the SWA expressed a desire to significantly postpone the delivery of any fill material. The Agreement provides options which will allow the County to meet its 2 million cubic yard fill obligation to SWA using fill excavated from the Property or other County projects, or through a purchasing agreement. Alternatively, the County may reimburse SWA on a prorated basis for any undelivered fill.

- Attachments:**
- 1. Interlocal Agreement.
  - 2. Property Location Map.

Recommended by:                       6/4/14  
Department Director                      Date

Approved by:                       6/6/14  
County Administrator                      Date

**II. FISCAL IMPACT ANALYSIS**

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

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

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

There is no fiscal impact associated with this item. Costs associated with the excavation of fill material are the sole responsibility of the SWA.

**C. Department Fiscal Review:** *fl*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB *MD* *AK*  
*6/2* *6/2/14*

*[Signature]* 6/15/14  
 Contract Administrator

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:  
 Property and Real Estate Management**

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

**INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
THE SOLID WASTE AUTHORITY  
FOR  
THE FUTURE PROCUREMENT OF FILL FROM  
COUNTY PROPERTY**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the SOLID WASTE AUTHORITY, a special district created by Chapter 75-473, Laws of Florida, as amended, ("SWA"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter collectively referred to as the "Parties").

**WITNESSETH**

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

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

**WHEREAS**, on September 11, 2007 the Palm Beach County Board of County Commissioners approved the Agreement for Purchase and Sale (R-2007-1589), which was amended by that certain First Amendment to Agreement for Purchase and Sale dated December 4, 2007 (R2007-2210) and which provided for County's purchase of approximately 230.54 acres of real property located south of Indiantown Road between Jupiter Farms Road and Riverbend Park ("Property"), legally described in Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, the Parties, on December 4, 2007, entered into the original Interlocal Agreement (R2007-2212) to establish a joint venture to share resources for the mutual benefit of both Parties; and

**WHEREAS**, SWA paid five million five hundred thousand dollars (\$5,500,000.00) towards the purchase of the Property at the closing thereon, and in return the Parties agreed that SWA would have the right to excavate and remove approximately 2.2 million cubic yards of fill from the Property; and

**WHEREAS**, on April 7, 2009, the Palm Beach County Board of County Commissioners approved the "Amended and Restated Interlocal Agreement between Palm Beach County and the Solid Waste Authority of Palm Beach County for the Supply of Fill Material from the Hatcher/Indiantown Jupiter Venture Property" (R2009-0575, "AR Agreement"), incorporated herein and made a part hereof by reference, which provides for County's development of a water resource/environmental restoration project ("WR/ER Project") on the Property and the delivery of 2.2 million cubic yard of Acceptable Fill from the WR/EP Project to SWA as compensation for the \$5.5 million contributed by SWA toward the purchase of the Property; and

**WHEREAS**, approximately 200,000 cubic yards of the 2.2 million cubic yards of Acceptable Fill owed to SWA under the AR Agreement were delivered to SWA by County during the construction of a wetland restoration project on County's Winding Waters Natural Area in June/July 2010; and

**WHEREAS**, SWA has informed County of its desire to postpone County's delivery of the remaining 2 million cubic yards of Acceptable Fill to SWA due to significant changes in SWA's projected fill needs; and

**WHEREAS**, the Parties agree that County should move forward with environmental restoration of a portion of the Property; and

**WHEREAS**, County, with the concurrence of SWA, has redesigned and expanded the environmental restoration project to include a portion of the former water resources project area, which is identified as the 28-acre Restoration Area on Exhibit "B"; and

**WHEREAS**, this redesign has reduced the amount of fill material available at the Property to an estimated 1.2 million cubic yards; and

**WHEREAS**, County acknowledges that it is still obligated to provide 2 million cubic yards of Acceptable Fill to SWA; and

**WHEREAS**, the Parties wish to enter into this Interlocal Agreement and concurrently terminate the AR Agreement for the mutual benefit of both Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

1. The Parties hereto acknowledge and agree that the recitals set forth above are true and correct, and are fully incorporated into this Agreement.

2. Purpose. The purpose of this Agreement is to terminate and replace the AR Agreement so that the principle aspects and goals of the Parties entering herein can be fulfilled, to wit, for County to construct an expanded environmental restoration project on the Property in advance of construction of the proposed water resource project. Accordingly, SWA will allow County to develop an expanded environmental restoration project designed to enhance and restore natural communities on the Property, provide increased water quality treatment through the creation of additional wetland habitats, restore the hydrology of onsite wetlands, and provide compatible outdoor public recreational opportunities (Exhibit "B", the "Project"). In exchange, County will provide SWA with approximately 2 million cubic yards of Acceptable Fill from the development of a revised water resource project on the Property and/or from other County projects at an agreed upon schedule and pricing for excavation and delivery as set forth in this Agreement.

3. Term. The term of this Agreement shall commence upon the last date of execution by both Parties ("Date of Execution") and shall terminate upon the sooner of the following dates: once County has fulfilled its obligation to provide SWA with 2 million cubic yards of Acceptable Fill, reimburses SWA (on a prorated basis) for any undelivered fill, or fifty (50) years from the Date of Execution, except as provided for in Article V, Section 10 of this Agreement.

4. Project Redesign and Reduction of Fill Material at the Property. Due to the agreed upon changes in the WR/ER Project design, the estimated amount of fill material available from the Property has been reduced from approximately 2 million cubic yards to 1.2 million cubic yards. The available fill material is located in the area labeled "Future Excavation Area" in Exhibit "B". County acknowledges SWA's ownership of this fill material and SWA acknowledges its obligation to County for the cost of excavating approximately 1.2 million cubic yards of fill material within the Future Excavation Area and delivering it to SWA. County shall not excavate, use or sell fill material from the Future Excavation Area without the express written consent of SWA. County also acknowledges its obligation to provide a total of 2 million cubic yards of Acceptable Fill to SWA, from the Future Excavation Area and/or other County projects.

5. AR Agreement. Upon execution of this Agreement by both Parties, the AR Agreement shall terminate.

#### ARTICLE I – DEFINITIONS

1. Definitions. In addition to any terms defined in the main body of this Agreement, the following definitions shall have the meanings as ascribed here and shall apply to this Agreement:

"Acceptable Fill" or "Fill" shall mean soil substantially free of clay, loam, wood, trash and other objectionable material that may be compressible, degradable, or may not be compacted properly, and may not contain broken concrete, masonry, rubble or similar materials, nor stones or chunks greater than 6 inches in any dimension, soils containing more than 5% by volume of

organic material, soil with a plasticity index greater than 10, nor a moisture content in excess of 15%.

“SWA Designated Fill Site” or “SWA DFS” means the storage/staging/dumping area, as designated in writing to the County by the SWA, on the SWA property at or near (within 1.5 miles of) 7501 N. Jog Road, West Palm Beach, Florida. The SWA reserves the right to move the SWA DFS within the SWA property at its discretion upon written notice to the County.

## ARTICLE II - JOINT RESPONSIBILITIES

1. Future Permitting and Production and Delivery of Acceptable Fill Material. The Parties may act as co-applicants on all permit applications for excavation of the remaining fill within the Future Excavation Area. At such time that SWA wishes to exercise its right to excavate fill material from the Future Excavation Area or receive excess fill material from another County project, the means, methods and administration of said excavation and the subsequent delivery of the excavated fill to SWA shall be memorialized in a Memorandum of Understanding between County and SWA.

## ARTICLE III - RESPONSIBILITIES OF COUNTY

1. Permitting Responsibilities. SWA acknowledges and agrees that County has fulfilled its obligation to secure all permits necessary to commence the construction of the originally-proposed WR/ER Project at the Property. SWA also acknowledges and agrees that permits for the proposed project have been modified, with the concurrence of SWA, to reflect expansion of the proposed environmental restoration project and corresponding reduction of the proposed water resource project, as well as the removal of any activities proposed, at this time, within the Future Excavation Area.

The Parties acknowledge that new permits must be obtained prior to any alteration of the Future Excavation Area. Within 30 months of County’s receipt of SWA’s written notice that it wishes to commence excavation within the Future Excavation Area (“Date of Notification”), County shall secure new permits for the excavation of an estimated 1.2 million cubic yards of fill material from said Future Excavation Area. The Parties acknowledge that the new permits may have new and unanticipated conditions and permitting criteria that may significantly affect the cost of obtaining fill material from the Future Excavation Area and that SWA is solely responsible for such costs.

2. Production and Delivery of Acceptable Fill Material. County shall be responsible for the excavation of approximately 1.2 million cubic yards of Acceptable Fill from the Future Excavation Area and shall deliver same to the SWA Designated Fill Site (SWA DFS), in accordance with the Memorandum of Understanding referenced in Article II., unless the Memorandum of Understanding provides that SWA is responsible for excavating and delivering said fill.

#### ARTICLE IV - RESPONSIBILITIES OF SWA

1. Excavation Costs. SWA will be solely responsible for all costs associated with excavation of fill material from the Future Excavation Area, including but not limited to, preparation of design bid drawings and specifications; the completion of the competitive bid process; site preparation including perimeter security fencing, and clearing and grubbing; on-site sediment materials management including permit-required perimeter berms and side slopes; dredging and stockpiling excavated materials prior to transport; permit-required turbidity control and water quality monitoring during construction; County staff time for managing the excavation process; and any permit-required mitigation associated with the excavation. Further details shall be memorialized in the Memorandum of Understanding referenced in Article II.

2. Public Use Facilities. Public use facilities will likely exist on the Property at the time SWA exercises its right to excavate fill material from the Future Excavation Area. SWA will be responsible for replacing any public use facilities, other structures, and native vegetation located outside of the Future Excavation Area that may be damaged or removed as a result of the excavation process.

3. SWA Designated Fill Site. SWA shall be responsible at its own cost for providing an adequate SWA Designated Fill Site (SWA DFS), measuring the quantity of Fill provided, inspecting the Fill, record keeping, and reporting the quantity of Fill provided.

#### ARTICLE V – EXCESS FILL/IN GENERAL

1. Excess Fill and Right of First Offer. Due to the fact that redesign of the WR/ER Project reduced the amount of fill material available on the Property from approximately 2 million cubic yards to an estimated 1.2 million cubic yards, County hereby agrees to grant SWA the Right of First Offer of any excess fill material (as determined by County) extracted from future County projects, provided such fill material meets the criteria of Acceptable Fill under this Agreement. County shall provide such offer to SWA in writing and SWA shall have 90 days from receipt of the offer to accept such excess fill by providing written notice of acceptance to the Director of the Department of Environmental Resources Management. If more than 800,000 cubic yards of excess Acceptable Fill is available from future County projects, County and SWA may, by mutual agreement, credit the additional fill material against the 1.2 million cubic yards estimated to be available within the Future Excavation Area, and reduce the amount to be extracted from the Future Excavation Area accordingly.

SWA shall be solely responsible for the cost of excavation of such excess fill up to the reasonable and expected cost of excavation that would apply at the Property, and for the cost of delivery of the excess fill from the excavation site to the SWA DFS. However, County will be responsible for the cost of any permit-required mitigation related to the excavation of the excess fill material. At such time that SWA wishes to exercise its Right of First Offer for excess fill

from a County project, the means, methods and administration of the excavation and delivery of said fill material shall be memorialized in a Memorandum of Understanding between County and SWA.

2. Other Fill Sources and Repayment. Should County determine that it no longer wishes to allow the extraction of fill material from the Future Excavation Area or to provide SWA the Right of First Offer for excess fill material from other County projects, County shall either provide other Acceptable Fill material to SWA or shall reimburse SWA, on a prorated basis at the rate of \$2.50 per cubic yard of fill, for the remaining balance of fill material owed to SWA. County may fulfill its obligation to provide Acceptable Fill to SWA by assisting SWA in procuring fill material if other means of obtaining fill (i.e., County annual contract for fill, etc.) are more cost effective than excavating fill from the Future Excavation Area or other County projects.

3. Party Representatives. County's representative during the term of this Agreement shall be the Director of the Department of Environmental Resources Management, whose telephone number is (561) 233-2400. SWA's representative during the term of this Agreement shall be the Executive Director of the Solid Waste Authority, or such other person as designated in writing to County as Project Manager, whose telephone number is (561) 640-4000.

4. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the respective addresses specified in this paragraph. All notices required by this Agreement shall be considered delivered upon receipt. Should any Party change its address, written notice of such new address shall promptly be sent to the other Party. All notices required under this Agreement shall be forwarded, in writing, to:

County:

Palm Beach County Department of  
Environmental Resources Management  
Attn: Director  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411

With a copy to:

Palm Beach County Attorney's Office  
301 North Olive Avenue, Sixth Floor  
West Palm Beach, FL 33401

With a copy to:



Palm Beach County  
Property and Real Estate Management Division  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411

SWA:

Solid Waste Authority  
Attn: Executive Director  
7501 N. Jog Road  
West Palm Beach, FL 33412

With a copy to:

Solid Waste Authority Legal Counsel  
7501 N. Jog Road  
West Palm Beach, FL 33412

5. Recording. A copy of this Agreement shall be filed by County with the Clerk and Comptroller in and for Palm Beach County.

6. Indemnification. Each Party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, County shall indemnify, defend and hold harmless SWA against any actions, claims, or damages arising out of County's negligence in connection with this Agreement, and SWA shall indemnify, defend and hold harmless County against any actions, claims or damages arising out of SWA's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for other Party's negligent, willful or intentional acts or omissions.

7. Insurance.

A. Without waiving the right to sovereign immunity as provided by Section, 768.28, Florida Statutes, County and SWA acknowledge to be insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event SWA maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section, 768.28, Florida Statutes, SWA shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. County and SWA agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When

requested, either Party shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the other Party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve County or SWA of its liability and obligations under the Agreement or any amendments thereto.

B. In the event that either Party subcontracts any part or all of the future excavation work hereunder to a third party, such Party shall require each and every subcontractor to name County and SWA as “additional insureds” on all insurance policies. Any contract awarded for work under this Agreement shall include a provision whereby the contracting Party’s subcontractor agrees to defend, indemnify, and pay on behalf, save and hold County and SWA harmless from all damages arising in connection with said contract.

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

9. Waiver or Breach. It is hereby agreed to by the Parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

10. Default, Termination and Opportunity to Cure.

A. If a Party fails to fulfill its obligations under this Agreement in a timely and proper manner, the Party not in default shall have the right to terminate this Agreement and/or to bring an action for breach as provided herein by giving written notice of any deficiency and its intent to terminate and/or to bring an action for breach as provided herein. The Party in default shall then have sixty (60) days from receipt of notice to correct the stated deficiency. If the defaulting Party fails to correct the deficiency within this time and unless otherwise agreed by the Parties, the Party not in default may terminate this Agreement and/or bring an action for breach as provided herein.

B. Termination for Failure of Purpose. In the event County does not obtain the permits necessary to excavate the remaining 1.2 million cubic yards of fill from the Future Excavation Area or an alternative location within 30 months of the Date of Notification or does not assist SWA with securing Acceptable Fill from an alternative source, SWA shall have the option of terminating this Agreement and receiving the return of a prorated portion of its \$5,500,000 investment in the Property, which shall be at the rate of \$2.50 per cubic yard of fill. SWA shall exercise this option by providing written notice to County, and payment to SWA by County shall occur within three (3) years of receipt of such written notice. In the event SWA does not accept Rights of First Offer for excess Acceptable Fill from other County projects, supply County with notice that SWA wishes to commence excavation of fill material from the Future Excavation Area and/or accept Acceptable Fill from County obtained through other means (i.e., County annual contract for fill, etc.) (of which any combination would fulfill the 2 million cubic yards of

fill material owed by County to SWA) within fifty (50) years of the date of execution of this Agreement, this Agreement shall terminate and County shall be absolved of its obligation to provide any or all of the remaining 2 million cubic yards of fill material to SWA or to provide any monetary reimbursement to SWA.

11. Enforcement Costs. Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties; provided, however, that this clause pertains only to the Parties to this Agreement.

12. Remedies. This Agreement shall be construed by and 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 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.

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 SWA.

13. Employment Designations. County and SWA each recognize that it is a joint participant in this Agreement and not an agent or servant of the other. No person employed by any Party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other Party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

14. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

15. Amendment. None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

16. Non-Discrimination. The Parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information 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.

17. Entirety of Agreement. The Parties agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein.

18. 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 Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the any party contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

WHEREFORE, the Parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

BY: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_

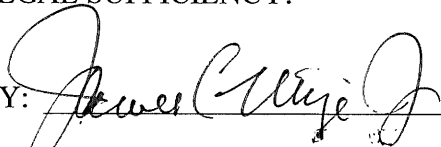
(SEAL)

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


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

DATE: \_\_\_\_\_

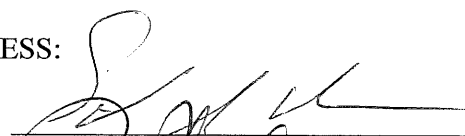
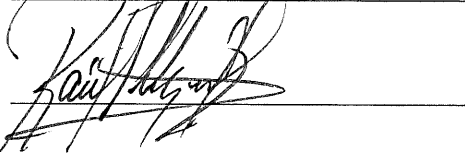
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY:   
Solid Waste Authority  
General Counsel


APPROVED AS TO TERMS AND  
CONDITIONS:

  
Robert Robbins, Director  
Environmental Resources Management

WITNESS:

By:   


SOLID WASTE AUTHORITY OF PALM  
BEACH COUNTY

By:   
Mark Hammond, Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Assistant County Attorney

DATE: 6/12/14

## Exhibit A

### AREAS H, I, J AND L

THE NW 1/4 OF THE NW 1/4 OF THE SE 1/4; THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4; THE W 1/2 OF THE SW 1/4 OF THE NE 1/4; THAT PART OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4 LYING SOUTH OF INDIANTOWN ROAD, ALL IN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

### TOGETHER WITH (AREA D):

THE NORTH 640 FEET OF THE SOUTH 700 FEET OF THE WEST 343 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH NON-EXCLUSIVE EASEMENT AS DESCRIBED IN GRANT OF EASEMENT DATED NOVEMBER 21, 1968, AND RECORDED IN OFFICIAL RECORDS BOOK 1698 AT PAGE 313, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### TOGETHER WITH: (AREA K)

THAT PORTION OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING WESTERLY OF THE CENTERLINE OF A THIRTY FOOT ROAD, RUNNING IN A NORTH-SOUTH DIRECTION, AND LYING SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 706 (INDIANTOWN ROAD), SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 89°28'00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 560.00 FEET TO THE INTERSECTION WITH THE SAID CENTERLINE OF A THIRTY FOOT ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°28'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 107.05 FEET; THENCE NORTH 02°02'33" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 670.58 FEET; THENCE NORTH 02°02'29" EAST ALONG THE WEST LINE OF SAID EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 1334.01 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 706 (INDIANTOWN ROAD), BEING A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4366.84 FEET, AND WHOSE RADIUS POINT BEARS NORTH 21°13'42" EAST; THENCE EASTERLY ALONG SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 02°47'07", A DISTANCE OF 212.28 FEET TO THE END OF SAID CURVE AND THE INTERSECTION WITH THE SAID CENTERLINE OF A THIRTY FOOT ROAD; THENCE SOUTH 41°43'00" WEST ALONG SAID CENTERLINE, A DISTANCE OF 196.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 105.58 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID CENTERLINE, THROUGH A CENTRAL ANGLE OF 41°30'00", A DISTANCE OF 76.47 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°13'00" WEST ALONG SAID CENTERLINE, A DISTANCE OF 1715.74 FEET TO THE POINT OF BEGINNING.

## Exhibit A

(Continued)

### PARCEL 1 (AREA E)

FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, PROCEED DUE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 700.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°18'55" EAST, PARALLEL TO THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 343.13 FEET; THENCE DUE SOUTH, A DISTANCE OF 203.49 FEET; THENCE NORTH 45° EAST, A DISTANCE OF 572.99 FEET TO A POINT IN A LINE 890 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°18'55" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 405.35 FEET TO A POINT IN A LINE PARALLEL TO AND 343 FEET EAST OF THE SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE DUE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 449.57 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE, A DISTANCE OF 343.13 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE DUE SOUTH, A DISTANCE OF 639.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

### AND PARCEL 2 (AREA F):

FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, PROCEED NORTH 88°18'55" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 999.42 FEET; THENCE DUE NORTH, PARALLEL TO THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 890.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°18'55" WEST, A DISTANCE OF 656.29 FEET; THENCE DUE NORTH, A DISTANCE OF 449.57 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 656.29 FEET TO A POINT IN A LINE PARALLEL TO AND 999 FEET EAST OF THE SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE DUE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 449.76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

### AND PARCEL 3 (AREA G):

FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, PROCEED NORTH 88°18'55" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 999.42 FEET; THENCE DUE NORTH, PARALLEL TO THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 120.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE DUE NORTH, A DISTANCE OF 1219.78 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 332.72 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 669.98 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE EASTERLY, A DISTANCE OF 666.97 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 610.46 FEET, MORE OR LESS, TO A POINT IN A LINE 60 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST

## Exhibit A

(Continued)

QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH  $88^{\circ}18'55''$  WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 943.74 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 1,059 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE DUE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 60.02 FEET; THENCE SOUTH  $88^{\circ}18'55''$  WEST, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH NON-EXCLUSIVE EASEMENT AS DESCRIBED IN GRANT OF EASEMENT DATED NOVEMBER 21, 1968, AND RECORDED IN OFFICIAL RECORDS BOOK 1698 AT PAGE 313, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Areas A, B and C:

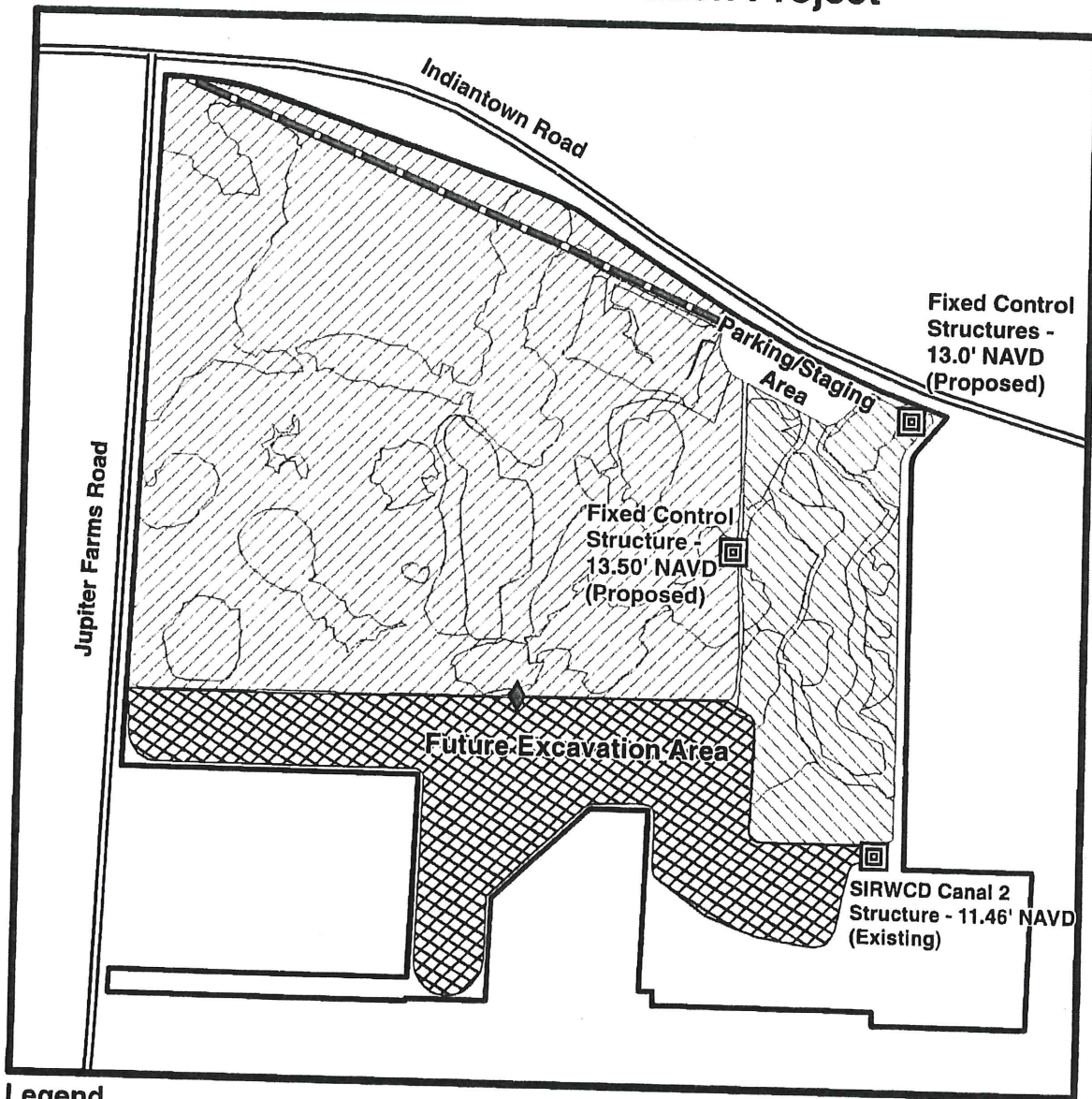
All that portion of the Northwest one quarter lying South of Indiantown Road; The North one quarter of the Northwest one quarter of the Southwest one quarter and the North 100.07 feet of the South 150.07 feet of the Northwest one quarter of the Southwest one quarter, of Section 6, Township 41 South, Range 42 East, Palm Beach County, Florida.

Less and Except









The South 12 feet of the North one quarter of the Northwest one quarter of the Southwest one quarter of Section 6, Township 41 South, Range 42 East, Palm Beach County, Florida.

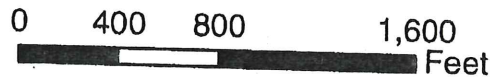


# Exhibit "B" Environmental Restoration Project



### Legend

-  Property Boundary
-  Major Roads
-  Control Structure
-  Berm Repair
-  Future Excavation Area
-  Ditch Backfill
-  Western Portion - 131 Acres, C.E. 13.50' NAVD
-  Restoration Area (eastern portion) - 28 Acres, C.E. 11.46' NAVD

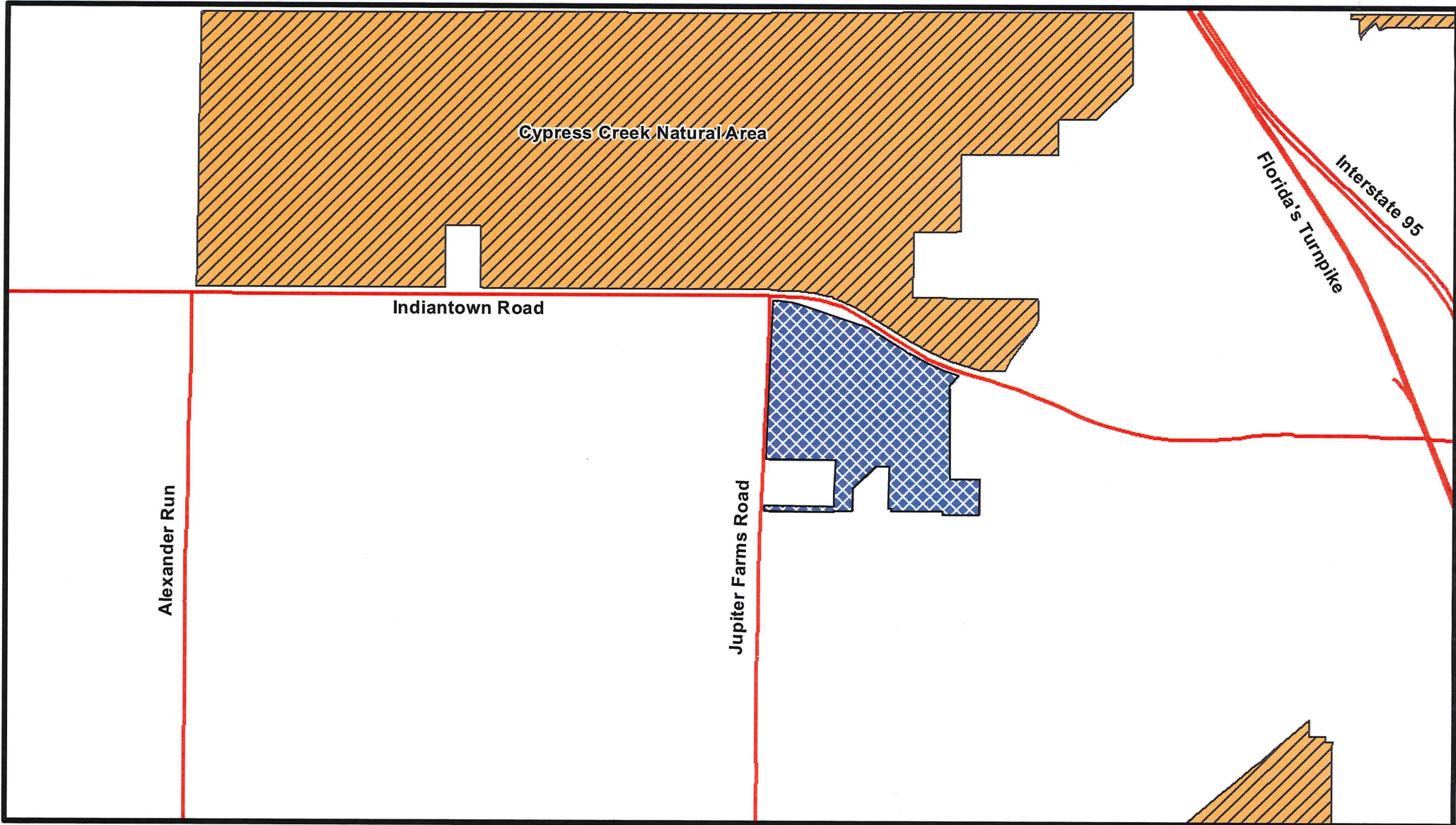


Palm Beach County  
Department of Environmental  
Resources Management  
09/06/13 BJS





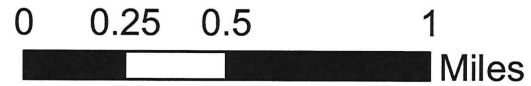
Exhibit B

# Hatcher Property Location Map



## Legend

-  Hatcher Property
-  PBC Natural Areas
-  Major Roads



Palm Beach County  
Department of Environmental  
Resources Management  
11/06/12 BJS

