

5-C-1

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

Meeting Date:	March 10, 2015	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Engineering and Public Works

Submitted For: Right-of-Way Acquisition Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the repurchase of lands for the future realignment and extension of Seminole Pratt Whitney Road from the South Florida Water Management District (SFWMD) in the amount of \$1,379,840, and direct staff to take whatever steps are required to complete the repurchase.

SUMMARY: Approval of this repurchase will restore previously owned right-of-way for the future realignment and extension of Seminole Pratt Whitney Road, as provided in section 19.7 of the sale and purchase agreement with SFWMD approved on October 22, 2013 and referenced in R2013-1514. Funding is available from a previously approved line item in the five year road program.

District 1 (MRE)

Background and Justification: On December 22, 2004, Palm Beach County (County) acquired the Mecca Farms property as identified in plat book 103, page 108, and referenced in R2004-0267. On October 22, 2013, the County approved the sale of approximately 1,896 acres of the Mecca Farms property to SFWMD for \$26 million, as referenced in R2013-1514. The Engineering Department had previously identified a new alignment for Seminole Pratt Whitney Road running from 100th Lane to the SFWMD C-18 Canal along the south and east boundaries of the Mecca Farms property. As part of the sale and purchase agreement with SFWMD, the County reserved the right to repurchase approximately 98.55 acres for this future realignment and extension for the amount of \$1,379,840. This is approximately the same price per acre that SFWMD paid for the Mecca Farms property. On October 14, 2014, SFWMD provided notification of the intent to commence design of their storage facility. On November 7, 2014, the Engineering Department staff provided notice to SFWMD of the intent to repurchase the subject lands. Pursuant to the terms of the agreement with SFWMD, the closing for the repurchase is required to occur no later than May 6, 2015. Staff recommends the repurchase to provide right-of-way for the future realignment and extension of Seminole Pratt Whitney Road.

Attachments:

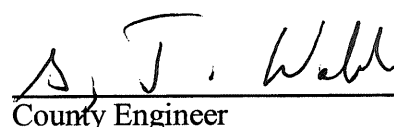
1. Location Map
2. Sale and Purchase Agreement, R2013-1514

Recommended by:


Division Director

2/18/15
Date

Approved by:


County Engineer

3/2/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>\$1,379,840</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$1,379,840</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3503 Dept 361 Unit 0620 Object 6120

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 3
Seminole Pratt-Northlake/Beeline

Repurchase of Land for Right of Way \$1,379,840.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Susan Neary 2/19/15
 JWSC PDS OFMB
 2/19 2/19

Dr. J. Jacobson 12/4/13
Contract Dev. and Control

**B. Approved as to Form
and Legal Sufficiency:**

Monica Pettit 3/2/15
Assistant County Attorney

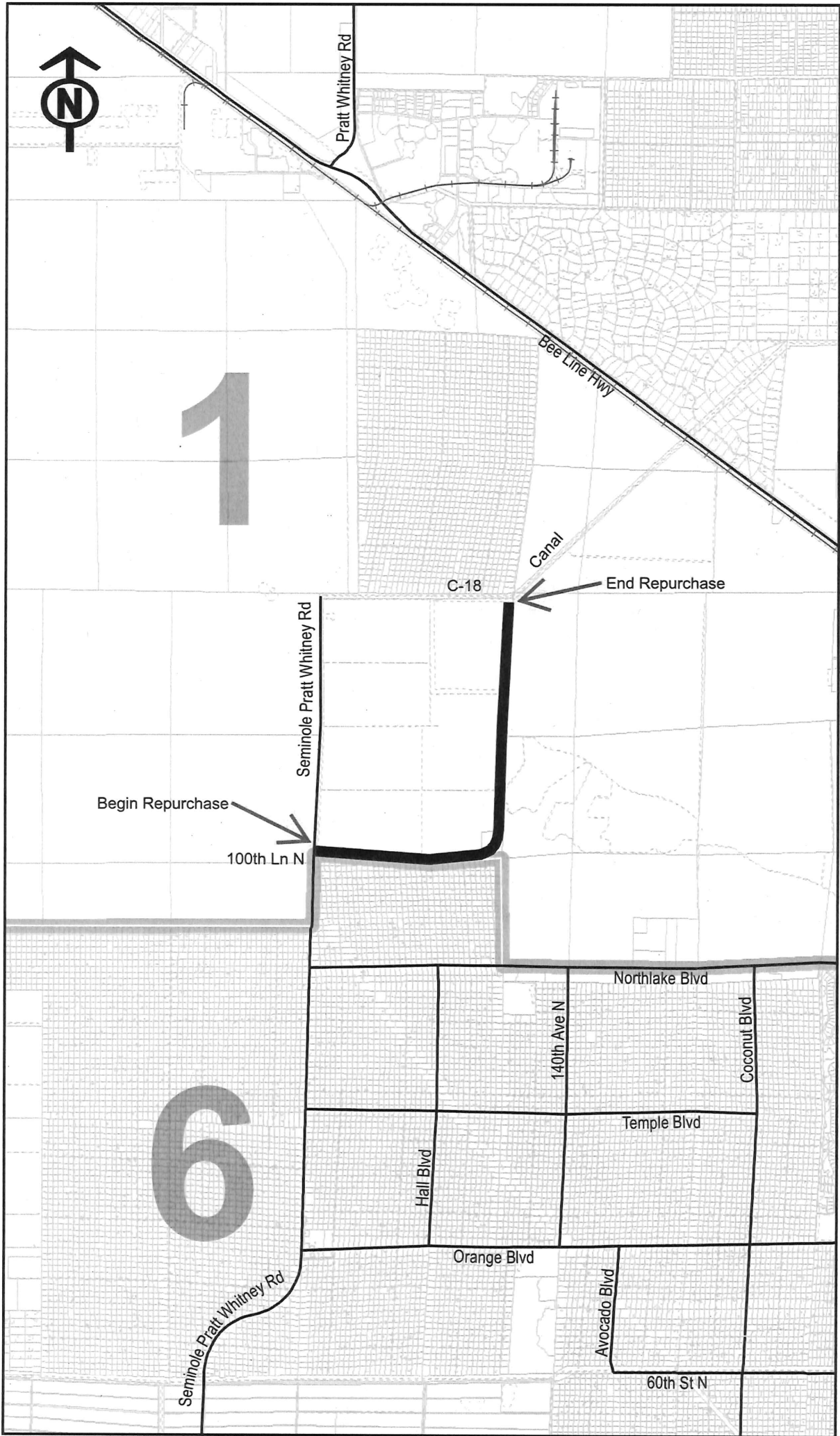
C. Other Department Review:

Department Director

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

Project Location
Seminole Pratt Whitney Rd
Repurchase of Lands for Future Realignment
Palm Beach County

Attachment No. 1



0 0.5 1 2 Miles

Location Sketch

Project: Loxahatchee River Watershed Restoration

SALE AND PURCHASE AGREEMENT

R 2013-1514

This Sale and Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2013 by and between the below named:

PALM BEACH COUNTY, a political subdivision of the State of Florida, whose office address is 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter referred to as "COUNTY"), and the

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a government entity created by Chapter 373, Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406 and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, (hereinafter referred to as "SFWMD"), each party is sometimes referred to herein as "Party" or collectively as the "Parties.

Whereas, COUNTY holds title to the real property described in Exhibit "A," attached hereto and made a part hereof (hereinafter referred to as the "COUNTY Fee Parcel"); and

Whereas, COUNTY holds certain easements (hereinafter referred to as the "COUNTY Easements") with respect to the real property described in Exhibit "B," attached hereto and made a part hereof (hereinafter referred to as the "COUNTY Easement Parcels"), which the COUNTY acquired from the Florida Fish and Wildlife Conservation Commission by Easement, dated August 3, 2005 recorded in Official Records Book 19023, page 1733, Official Records of Palm Beach County; and

Whereas, the COUNTY Fee Parcel and the COUNTY Easement Parcels are collectively referred to as the "COUNTY Parcels"; and

Whereas, COUNTY and SFWMD desire to effectuate a transaction whereby SFWMD acquires the COUNTY Parcels subject to the terms and conditions as set forth herein; and

Whereas, the SFWMD's Loxahatchee River Water Restoration Project ("LRWRP") contemplates the creation of a floway connecting the L-8 basin to the C-18 Canal ("Floway 2"), and water storage areas along the path of Floway 2, the purpose of which is to meet restoration flow targets for the Loxahatchee River; and

Whereas, COUNTY owns an approximately 1,896.49 acre parcel of property commonly referred to as the Mecca Property which is adjacent to the proposed path of Floway 2, and is in an ideal location to serve as a water storage area enabling SFWMD to meet LRWRP restoration flow goals; and

Whereas, the proposed path of Floway 2 requires right of way from the Corbett Wildlife Management Area ("Corbett WMA") to connect the L-8 Canal to the C-18 Canal; and

Whereas, SFWMD is pursuing the restoration and improvement of the existing Levee along the southern and eastern boundaries of the Corbett Wildlife Management Area, which also requires additional right of way from the Corbett WMA; and

Whereas, the COUNTY previously obtained easements for a portion of the right of way required from the Corbett WMA for Floway 2; and

Whereas, the acquisition by SFWMD of the remaining right of way required from the Corbett WMA will require replacement land to be provided; and

Whereas, COUNTY has suggested, and the Florida Fish and Wildlife Conservation Commission ("FWCC") as the managing agency has agreed to accept, replacement land within the Mecca property as compensation for the additional right of way required from the Corbett WMA; and

Whereas, the mutual cooperation of COUNTY, SFWMD and FWCC is essential to the successful implementation of the Corbett Levee Project and the LRWRP; and

Whereas, COUNTY has agreed to sell the Mecca Property to the SFWMD for Twenty Six Million (\$26,000,000) Dollars and assign to SFWMD without charge the COUNTY Easements; and

NOW THEREFORE, for and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. **LAND CONVEYANCE.** The COUNTY shall convey to SFWMD all of its right, title, and interest in and to the COUNTY Fee Parcel. The COUNTY shall also assign to SFWMD the COUNTY's interest in the COUNTY Easements in accordance with Section 9 of this Agreement.

2. **PURCHASE PRICE.** The SFWMD shall pay to the COUNTY the sum of Twenty Six Million (\$26,000,000) Dollars as the purchase price for the COUNTY Fee Parcel (The "Purchase Price"). The COUNTY Easements shall be conveyed and assigned to SFWMD without charge.

3. **EFFECTIVE DATE.** The effective date of this Agreement ("Effective Date") shall be the date when the last party has executed this Agreement.

4. **CLOSING.** Unless extended by other provisions of this Agreement, the transaction contemplated by this Agreement shall be closed ("Closing") and the deeds and other closing documents, possession and the Purchase Price shall be delivered no later than December 16, 2013. (the "Closing Date"). The Closing shall be held at the office of SFWMD or SFWMD's closing agent (as hereinafter defined).

5. **EVIDENCE OF TITLE**

(A) **SFWMD Title Insurance.** Within thirty (30) days after the Effective Date, SFWMD may at COUNTY's sole cost and expense obtain a title insurance commitment ("Title Commitment") issued by a title insurer approved by SFWMD, agreeing to issue to SFWMD upon the recording of the COUNTY Deed and Assignment of Easements (required in Paragraph 9), an owner's policy of title insurance insuring SFWMD as to marketable title to the COUNTY Parcels. COUNTY shall pay at the Closing the entire title insurance premium due for the title insurance policy to be issued to SFWMD at the Closing pursuant to the Title Commitment.

(B) SFWMD Review Of Title Commitment. SFWMD shall have until thirty (30) days after the Effective Date to examine the Title Commitment and notify the COUNTY in writing if title is found objectionable to SFWMD, in SFWMD's sole and absolute discretion ("SFWMD Title Notice") and specifying the matter(s) to which SFWMD objects ("SFWMD Title Objections"). If SFWMD fails to so notify COUNTY of an objectionable matter shown in the Title Commitment, SFWMD shall be deemed to have waived any objection to that matter and shall be deemed to have accepted the title to the COUNTY Parcels with that matter. Notwithstanding the foregoing, the matters set forth on the list attached hereto as Schedule "1", (hereinafter referred to as the "Approved Exceptions"), are hereby acknowledged and approved by the SFWMD and shall not be SFWMD Title Objections.

(C) COUNTY Right to Cure. COUNTY shall the right but not the obligation to cure and remove the SFWMD Title Objections no later than the day before the Closing Date ("COUNTY Cure Period").

(D) Title Updates. In the event any endorsement or update to the COUNTY Parcels Title Commitment reveals any additional title matters affecting the COUNTY Parcels other than the Approved Exceptions and those shown in the Title Commitment after the effective date of the Title Commitment prior to the Closing, and SFWMD objects to any of such additional title matters prior to the Closing, then such additional title matters objected to by SFWMD shall be treated as SFWMD Title Objections.

(E) SFWMD Options. In the event the COUNTY is unable or unwilling to cure and remove the SFWMD Title Objections within the COUNTY Cure Period to the satisfaction of the SFWMD, in SFWMD's sole and absolute discretion, then SFWMD shall have the option by providing written notice to COUNTY prior to the Closing Date of: (1) accepting title to the COUNTY Parcels as it is at the time of the Closing Date and proceeding with the Closing or (2) terminating this Agreement, in which case the Parties shall be released from all further obligations arising hereunder subsequent to the date of such termination.

(F) Schedule B-1 Requirements. Prior to or at the Closing Date, COUNTY shall, at its sole cost and expense, satisfy all Schedule B-1 requirements of the COUNTY Parcels Title Commitment. If at the Closing Date there are any unsatisfied Schedule B-1 requirements, then SFWMD shall, as its sole remedy have the options set forth in the preceding paragraph.

(G) Encumbrances after the date of this Agreement. From and after the Effective Date, the COUNTY shall not execute or record any agreement or instrument in any way affecting the title to the COUNTY Parcels or grant, convey, encumber, lease or consent to the imposition of any additional lien on any portion of the COUNTY Parcels without the SFWMD's prior written consent; provided, however, that SFWMD shall not have any right to object to the COUNTY's recording of any instruments to cure SFWMD Title Objections.

(H) Survey. SFWMD shall have the right, within the time period provided above for delivery and examination of title, to obtain a current survey of the COUNTY Parcels and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Approved Exceptions to which SFWMD objects pursuant to Paragraph 5.1(B) above, the same shall be treated as SFWMD Title Objections.

6. DOCUMENT DELIVERY.

COUNTY shall deliver to SFWMD or otherwise make available for inspection and copying, at the election of the SFWMD, the following documents and instruments with respect to the COUNTY Parcel(s), within thirty (30) days of the Effective Date of this Agreement, except as specifically indicated:

6.1 Reports. Copies of any reports, assessments, audits, or studies (including engineering, environmental, pollution, soil borings, hydrological, and physical inspection reports), in the COUNTY's possession or control with respect to the condition or operation of the COUNTY Parcels.

6.2 Licenses and Permits. Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits issued by SFWMD), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the COUNTY Parcels in the COUNTY's possession or control (the "Licenses and Permits").

6.3 Transfer of Licenses and Permits. As of the Closing Date or promptly after Closing, COUNTY shall execute and deliver to SFWMD any and all documents and instruments reasonably required by SFWMD, which effectuate the transfer and/or modification of those Licenses and Permits, or portions thereof which are applicable to the COUNTY Parcels, that the SFWMD desires to have assigned to it, provided that such Licenses and Permits are assignable and such Licenses and Permits are within the COUNTY's possession or control. This paragraph 6.3 shall survive the Closing.

6.4 Real Estate Files. Copies of the real estate acquisition and land management files, including survey, title, title insurance, appraisals, land use, and environmental audits, as well as copies of all unrecorded instruments applicable to the COUNTY Parcels..

7. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING.

7.1. SFWMD's Conditions Precedent. In addition to all other conditions precedent to SFWMD's obligation to consummate the Closing, the following shall be additional conditions precedent thereto:

(A) **COUNTY Parcels Condition.** The physical and environmental condition of COUNTY Parcels shall be the same in all material respects on the Closing Date as on the Effective Date of this Agreement, reasonable wear and tear excepted.

(B) **Litigation.** Prior to and on the Closing Date, there shall be no judicial, administrative, or other legal or governmental proceedings of any kind whatsoever, pending or threatened which affect the COUNTY Parcels or the COUNTY's obligations under this Agreement.

(C) **Compliance with Law.** Prior to and on the Closing Date, the COUNTY Parcels shall be in compliance with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits, authorizations, and private restriction.

(D) **Representation and Warranties.** As of the Closing Date, all of the representations and warranties of COUNTY contained in this Agreement, including but not limited to those contained in Paragraph 12, shall be true and correct.

(E) **Governmental Approvals.** On or before the Closing Date: (1) this Agreement shall be approved by the Office of the Governor of Florida, Florida Department of Environmental Protection, and Florida Legislative Budget Commission and (2) the Florida Department of Environmental Protection shall have released

funds from the Save Our Everglades Trust Fund to SFWMD in the amount of the Purchase Price plus SFWMD closing costs.

(F) Abandonment of Seminole-Pratt & Whitney Road. On or before the Closing Date, the COUNTY shall release COUNTY road right of way designations within and adjacent to the COUNTY Fee Parcel in accordance with Paragraph 19.6 of this Agreement.

(G) FWC Consent. On or before the Closing Date, the Florida Fish and Wildlife Conservation Commission ("FWC") shall have consented to COUNTY's assignment to SFWMD of the COUNTY Easements.

7.2. Failure of SFWMD's Conditions Precedent. If any of the conditions precedent to Closing provided in Section 7.1 fail to occur, then SFWMD may notify the COUNTY to cure such condition precedent(s) by delivering written notice prior to the Closing. The COUNTY shall have the right, but not the obligation, within thirty (30) days after receipt of such written notice to cure to the reasonable satisfaction of SFWMD the failure of such condition and the Closing Date shall be automatically extended to on or before the tenth (10th) day after such thirty (30) day period. If the failure of such condition is not cured to the reasonable satisfaction of SFWMD within such thirty (30) day period, then SFWMD, in SFWMD's sole and absolute discretion, shall have the option by providing written notice to the COUNTY within five (5) days after the said thirty (30) day period of: (1) waiving such failed condition precedent(s) and proceeding with the Closing which shall occur on or before the tenth (10th) day after such thirty (30) day period or (2) terminating this Agreement whereupon the parties shall be released from all further obligations hereunder arising subsequent to the date of such termination.

8. PRORATIONS, TAXES AND ASSESSMENTS.

SFWMD shall be responsible for any real property taxes and non ad valorem assessments, to the extent applicable, which accrue with respect to the COUNTY Parcels acquired under this Agreement from and after the Closing. All pending, certified, confirmed or ratified special assessment liens existing as of the Closing Date with respect to the COUNTY Parcels, to the extent applicable, shall be automatically assumed by the SFWMD, subject to the right of SFWMD to object to any such special assessment as a title exception not approved upon the review of the Title Commitment.

9. COUNTY PARCELS CONVEYANCE.

9.1 COUNTY Deed and Assignment of Easements. At the Closing, the COUNTY shall convey to SFWMD the fee simple title to the COUNTY Fee Parcel by COUNTY Deed in the form of Exhibit "C", attached hereto and made a part hereof ("COUNTY Deed"). The COUNTY shall also assign to SFWMD the COUNTY Easements in the form of Exhibit "D" attached hereto and made a part hereof ("COUNTY Assignment of Easement"). In accordance with Section 125.411, F.S., nothing contained in this Agreement shall be deemed or interpreted as a warranty of title by COUNTY with respect to the COUNTY Parcels.

10. OWNER'S AFFIDAVIT/CONSTRUCTION LIENS.

At the Closing, the COUNTY shall furnish to SFWMD an Owner's Affidavit ("Owner's Affidavit") in the form attached hereto as Exhibit "E", and made a part hereof, swearing that there have been no improvements to the COUNTY Parcels in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the COUNTY Parcels or FWC Easement Area has been improved within ninety (90) days immediately preceding the Closing Date, as applicable, the COUNTY shall deliver or cause FWC to deliver at Closing appropriate releases or waivers of all construction liens and the construction lien affidavit in order to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the Title Company in order to enable the Title Company to delete the "gap" and the "parties in possession" standard exceptions from the Title Commitment.

11. DOCUMENTS AND ADJUSTMENTS FOR CLOSING.

11.1 COUNTY Documents. At the Closing, COUNTY shall execute and deliver (or cause to be executed and delivered) to SFWMD the following documents and instruments ("COUNTY's Documents"):

- (A) COUNTY Deed (Exhibit "C");
- (B) Assignment and Assumption of Easement (Exhibit "D");
- (D) Owner's Affidavit (Exhibit "E");
- (E) Memorandum of Agreement (Exhibit "F")
- (F) Closing Statement;
- (G) all other documents and instruments provided for under this Agreement or reasonably required by the title company issuing the Title Commitment to consummate the transaction contemplated by this Agreement. If COUNTY is unable to deliver such documents, the same shall be deemed an uncured SFWMD Title Objection under the provisions of paragraph 5 of this Agreement.

11.2 Preparation of Documents. SFWMD shall prepare the COUNTY's Documents (except for the applicable closing statement and documents required by the title company) and submit copies of the same to the COUNTY not less than five (5) days prior to Closing Date. SFWMD shall prepare or cause the closing agent to prepare the applicable closing statement and submit it to COUNTY not less than five (5) days prior to the Closing Date.

11.3 SFWMD Payments. SFWMD shall pay the COUNTY by wire transfer (directly or through the closing agent) the Purchase Price required to be paid under Paragraph 2.

12. REPRESENTATIONS AND WARRANTIES.

12.1 COUNTY Representation and Warranties. As a material inducement to SFWMD entering into this Agreement, the COUNTY represents and warrants to and covenants with the SFWMD that the following matters are true as of the Effective Date and that they will also be true as of the Closing:

(A) **Default.** The COUNTY is not to its knowledge in default nor do any circumstances exist, which would give rise to a default, (or violation of any Licenses and Permits, as hereinabove defined in subparagraph 6.2) under any of the documents, recorded or unrecorded, referred to in the Title Commitment, or in violation of any Licenses and Permits.

(B) **Compliance with Laws.** To the COUNTY's knowledge, the COUNTY Parcels and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

(C) **Litigation.** There is no pending, or to the COUNTY's knowledge threatened, judicial, county or administrative proceedings affecting the COUNTY Parcels or in which the COUNTY is or will be a party by reason of COUNTY's ownership of the COUNTY Parcels, including, without limitation, proceedings for or involving condemnations, eminent domain or zoning violations, personal injuries, property damage alleged to have occurred on the parcel or by reason of the condition or use of the COUNTY Parcels. No attachments,

execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to the COUNTY's knowledge, threatened against the COUNTY. In the event any proceeding of the character described in this subsection is initiated prior to the Closing, the COUNTY shall promptly advise the SFWMD in writing.

(D) Authority to Execute. The execution and delivery of this Agreement by the signatories hereto, and all the documents to be delivered by the COUNTY at the Closing by the signatories thereto, on behalf of the COUNTY, and the performance of this Agreement by the COUNTY have been duly authorized by the COUNTY and this Agreement is binding on the COUNTY and enforceable against the COUNTY in accordance with its terms, conditions and provisions. Except for governmental authority approval which is an SFWMD and COUNTY condition precedent to Closing as provided in Paragraph 7.1(E), no consent to such execution, delivery and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, or other party. To the COUNTY's knowledge, neither the execution of this Agreement nor the consummation of the Closing will violate any restriction, court order or agreement.

(E) Environmental Condition. As to the environmental condition of the parcel:

(1) Definitions. For purposes of this Agreement, pollutant ("Pollutant") shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal ("Disposal") shall mean the release, storage, use, handling, discharge, or disposal of Pollutants. Environmental laws ("Environmental Laws") shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating the Disposal of Pollutants.

(2) Permit Compliance. The COUNTY has obtained and is in full compliance with any and all permits regarding the Disposal of Pollutants by the COUNTY on the COUNTY Parcels or contiguous property owned by the COUNTY.

(3) Notice of Claims. The COUNTY is not aware nor does it have any actual notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the COUNTY Parcels or on contiguous property, other than as disclosed in the environmental assessment(s) performed by the COUNTY which has been provided to SFWMD.

(4) Litigation. To the COUNTY's knowledge, there is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or threatened against the COUNTY relating in any way to the Disposal of Pollutants on the COUNTY Parcels or on any contiguous property owned by the COUNTY.

(F) Performance of Obligations. At all times prior to the Closing, the COUNTY shall perform when due all of the COUNTY's obligations in accordance with applicable laws, ordinances, rules and regulations affecting the parcel and the COUNTY shall take all action required under this Agreement promptly and in good faith.

(G) Material Change. The COUNTY shall promptly notify SFWMD of any material change in any condition with respect to the COUNTY Parcels or of any event or circumstance which makes any representation or warranty of the COUNTY to the SFWMD under this Agreement untrue or misleading, or any covenant of the COUNTY under this Agreement incapable or less likely of being performed, it being understood that the COUNTY's obligation to provide notice to the SFWMD under this subparagraph in no way relieves the COUNTY of any liability for a breach by the COUNTY of any of its representations, warranties or covenants under this Agreement.

(H) Outstanding Agreements. The COUNTY has made no other outstanding agreement for sale of the COUNTY Parcels other than under this Agreement.

(I) Delivery of Documents. All items delivered or to be delivered by the COUNTY under this Agreement, are and will be, to COUNTY's knowledge, true, correct and complete in all material respects and fairly represent the information set forth therein; no such items, to the COUNTY's knowledge, omit to state information necessary to make the information contained therein or herein true and correct.

(J) Real Estate Commission. No persons, firms, corporations or other entities are entitled to a real estate commission or fee as a result of this Agreement or Closing.

(K) Party in Possession. There are no third parties in occupancy or possession of the COUNTY Parcels and no person or entity has any right to lease the COUNTY Parcels. At the Closing, the COUNTY shall deliver occupancy of the COUNTY Parcels to the SFWMD, free and clear of all parties in possession.

(L) COUNTY Bond Limitations. The COUNTY financed and refinanced its acquisition and preliminary development of the COUNTY Fee Parcel with the following bonds: (i) Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2004A (the "2004A Bonds"); (ii) Taxable Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2004B (the "2004B Bonds"); (iii) Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2005A (The "2005A Bonds"); (iv) Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2007A (the "2007A Bonds"); (v) Taxable Public Improvement Revenue Bonds (Biomedical Research Park Project), Series 2007B (the "2007B Bonds"); and (vi) Public Improvement Revenue Refunding Bonds, Series 2012 (the "2012 Bonds" and collectively with the 2004A Bonds, the 2004B Bonds, the 2005A Bonds, the 2007A Bonds and the 2007B Bonds, the "Bonds"). The Bonds were issued pursuant to Resolution Nos. R-2004-0147, R-2004-2086, R-2004-2240, R-2005-0926, R-2007-2053 and R-2012-0525 adopted by the Board of County Commissioners on January 27, 2004, October 5, 2004, October 26, 2004, May 3, 2005, November 6, 2007 and April 3, 2012, respectively (collectively, the "Resolutions"). As a material inducement to SFWMD entering into this Agreement, the COUNTY represents and warrants to and covenants with SFWMD that as of the Effective Date and also at Closing, the transfer of the COUNTY Fee Parcel to SFWMD in accordance with this Agreement, in and of itself, will not (i) violate any material covenant, restriction, limitation or encumbrance set forth in the Bonds or the Resolutions or any other bonds or resolutions applicable to the COUNTY Parcels; or (ii) give rise to or create against SFWMD or the COUNTY Fee Parcel any cause of action for rescission or any claim for damages or other relief under the Bonds or the Resolutions or any other bonds or resolutions applicable to the COUNTY Parcels pursuant to applicable law from any bondholder, underwriter or bond insurer of the Bonds.

12.2. SFWMD Representation and Warranties. As a material inducement to SFWMD entering into this Agreement, the SFWMD represents and warrants to and covenants with the COUNTY that the following matters are true as of the Effective Date and that they will also be true as of the Closing:

(A) Authority to Execute. The execution and delivery of this Agreement by the signatories hereto, and all the documents to be delivered by the SFWMD at the Closing by the signatories thereto, on behalf of the SFWMD, and the performance of this Agreement by the SFWMD have been duly authorized by the SFWMD and this Agreement is binding on the SFWMD and enforceable against the SFWMD in accordance with its terms, conditions and provisions. Except for governmental authority approval which is a SFWMD condition precedent to Closing as provided in Paragraph 7.1(E), no consent to such execution, delivery and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, or other party. To the SFWMD's knowledge, neither the execution of this Agreement nor the consummation of the Closing will violate any restriction, court order or agreement.

12.3. Continuing Representation and Warranties. The representations and warranties made in Section 12 of this Agreement by each Party shall be continuing and shall be deemed remade by each Party as of the Closing, with the same force and effect as if in fact made at that time. Each Party shall be liable to the other Party before and for a period of three (3) years after the Closing, for any loss, damage, liability or cost (including but not

limited to reasonable attorneys fees and costs) that the other Party incurs as a result of any warranty or representation made by the Party in this Agreement not being true and correct. Notwithstanding anything to the contrary herein, the effect of the representations and warranties made in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by the other Party. This provision survives Closing.

13. EXISTING MORTGAGES AND OTHER LIENS.

At the Closing, the COUNTY shall obtain satisfaction of record of all mortgages, liens and judgments applicable to and encumbering the COUNTY Fee Parcel.

14. EXPENSES. The conveyance of the COUNTY Parcels is exempt from documentary stamp tax as it is owned by the COUNTY. In the event that State or County surtax and documentary stamps are required to be affixed to the instrument of conveyance these expenses shall be paid by the COUNTY. All costs of recording the County Deed and all other Closing Documents to be recorded therewith shall be paid by COUNTY. Intangible personal property taxes, if any, as well as any cost of recording corrective instruments, shall be paid by the COUNTY.

15. DEFAULT. If either Party fails to or inadequately performs the terms, conditions, covenants, or provisions of, or is in breach of any representations or warranties, under this Agreement then the non-breaching Party shall have the right to seek specific performance without waiving any action for damages resulting from the breach.

16. RIGHT TO ENTER.

16.1 Inspection Purposes. From the Effective Date through the Closing Date, SFWMD and its officers, employees, contractors, and agents shall have the unrestricted right and privilege to enter upon the COUNTY Parcels for inspection, testing, investigation, examination and survey of the COUNTY Parcels and the resources upon it. All surveys, testing and inspections shall be conducted by SFWMD at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event the SFWMD, elects not to close, the SFWMD shall restore the COUNTY Parcels to the condition in which it existed prior to such inspections, using materials of like kind and quality.

16.2 Insurance. Prior to entry by SFWMD's contractor or agent ("Entrant"), the SFWMD shall provide evidence to the COUNTY of the following insurance coverages insuring such Entrant:

(A) **Liability Insurance.** Comprehensive General Liability Insurance relating to the entry onto the applicable parcel(s) and its improvements and appurtenances, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. Coverage shall be no more restrictive than the latest edition of the Commercial General Liability policies of the Insurance Services Office (ISO). This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from entry on applicable parcel(s). The minimum limits of coverage shall be \$2,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. The limits of comprehensive general liability insurance shall in no way limit or diminish the liability under Florida law.

(B) **Business Automobile Liability Insurance.** Business Automobile Liability Insurance which shall have minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall be an "any-auto" type of policy including owned, hired, non-owned and employee non-ownership coverage.

(C) **Proof of Insurance.** SFWMD shall provide the COUNTY with insurance certificates for all insurance required under this Agreement as proof of insurance prior to an Entrant's entry onto the COUNTY Parcels. The SFWMD shall, upon request by the COUNTY, have the Entrant's insurance agent provide certified copies of all insurance coverage required under this Agreement. Such copies shall be provided within ten (10) days of request. All insurance required under this Agreement shall be written on a financially sound company acceptable to the other Party and shall name the other Party as additional insured.

(D) **Notice of Insurance Cancellation.** The SFWMD shall notify or cause its Entrant to notify the COUNTY at least thirty (30) days prior to cancellation or modification of any insurance required by this Agreement. Insurance required under this Agreement shall contain a provision that it may not be cancelled or modified until thirty (30) days after written notice to the COUNTY.

(E) **Subcontractor Insurance.** SFWMD shall ensure that its contractor's subcontractors maintain the insurance coverage required herein either directly or through the contractor's insurance coverages.

17. RISK OF LOSS AND CONDITION OF REAL PROPERTY. In the event the condition of the COUNTY Fee Parcel is materially altered by an act of God or other natural force beyond the control of COUNTY, SFWMD may elect, at its sole option, (1) to accept the COUNTY Parcels without any reduction in the value of the COUNTY Parcels or (2) terminate this Agreement by providing no later than the Closing Date written notice to the COUNTY, in which event, the parties shall thereafter be released from all further obligations arising hereunder subsequent to the date of such termination.

18. SURVIVAL. Except as otherwise expressly provided, the covenants, warranties, representations, releases, indemnities and undertakings of COUNTY and SFWMD set forth in this Agreement survive the Closing. At Closing, the parties shall record in the public records of Palm Beach County the Memorandum of Agreement attached hereto as Exhibit "F" in order to provide notice of this Agreement and the continuing obligations contained herein.

19. SPECIAL CLAUSES.

19.1 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19.2 Environmental and Other Inspections.

(A) The COUNTY hereby allows the SFWMD full and free access to the COUNTY Parcels in order to perform (i) environmental audits which assesses the Disposal of Pollutants in violation of Environmental Laws and their impact on the parcels and (ii) other inspections that assess the cultural, historical, and archaeological matters and conditions as well as physical inspections, investigations, and examinations of the COUNTY Parcels with respect to its suitability for the SFWMD's intended use. The environmental audit and other inspections are referred to collectively as the "Initial Audit". SFWMD shall have until November 1, 2013 to conduct the Initial Audit. In the event that the Initial Audit discloses the presence of Pollutants upon the COUNTY Parcels, or any other condition that SFWMD deems unacceptable, in its sole and absolute discretion, for its intended use of the COUNTY Parcels, SFWMD may elect to terminate this Agreement by delivering written notice to the COUNTY no later than November 15, 2013, whereupon the parties shall be released from all further obligation arising hereunder subsequent to the date of such termination.

(B) SFWMD may perform any and all updates to the Initial Audit prior to the Closing Date that the SFWMD, in its sole and absolute discretion, may deem necessary provided such updates only assess changes

that have occurred after the Initial Audit. Such audits obtained by the SFWMD, together with any additional updates thereof prior to the Closing Date, shall hereinafter be referred to collectively as the "Audit Update". In the event that the Audit Update discloses the presence of Pollutants, or any other condition, not revealed by the Initial Audit that the SFWMD deems unacceptable for its intended use of the COUNTY Parcels, SFWMD, in its sole and absolute discretion, may elect to terminate this Agreement by delivering written notice to the COUNTY prior to the Closing Date, whereupon the parties shall be released from all further obligation arising hereunder subsequent to the date of such termination.

(C) The Initial Audit and the Audit Update are referred to collectively as the "Audit". Upon Closing, SFWMD shall be solely responsible for the cost and expense of any assessment, monitoring, or remediation on the COUNTY Parcels with respect to those matters disclosed in SFWMD's Audit. Except with respect to such disclosed matters, SFWMD does not otherwise waive any claims, rights, or causes of action with respect to Disposal of Pollutants in violation of Environmental Laws on the COUNTY Parcels. This Section 19.2(C) survives the Closing.

19.3 Non-Environmental Conditions. SFWMD has afforded an opportunity to inspect the COUNTY Parcels. Except to the extent expressly provided to the contrary in this Agreement, SFWMD shall be deemed to have acquired and accepted the COUNTY Parcels in their then current "as-is" condition at the Closing without requiring any action, expense or other thing or matter on the part of the COUNTY to be paid or performed. This Section 19.3 survives the Closing.

19.4 Attorney's Fees and Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its attorney's fees and all costs incurred in connection with this Agreement.

19.5 Waiver of Rights. The COUNTY waives any claims against SFWMD with respect to (1) real property acquisition or relocation assistance benefits under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, 42 U.S.C., Section 4601, *et seq.* and (2) attorney's fees and costs under Chapter 73, F.S. This Section 19.5 survives Closing.

19.6 Existing Seminole-Pratt & Whitney Road. The COUNTY passed Resolution-0726, dated April 19, 2005, which provides for designation of COUNTY road right of way within the COUNTY Fee Parcel, including the extension of Seminole-Pratt & Whitney Road through the COUNTY Fee Parcel and creation of Biotech Parkway, also known as PGA Boulevard extension. This Resolution encumbers title to the COUNTY Fee Parcel. Prior to Closing, (1) the COUNTY shall take the necessary action to release the right of way within the boundary of the COUNTY Fee Parcel, and (2) release the west sixty feet of Seminole-Pratt & Whitney Road and the one hundred foot (100') Proposed Drainage & Borrow R/W adjacent to Seminole-Pratt & Whitney Road as they run along the eastern boundary of the Corbett Wildlife Management Area, created by Road Plat Book 4, Page 117, Public Records of Palm Beach County.

19.7 COUNTY Repurchase of Lands for Realigned Seminole-Pratt & Whitney Road. The COUNTY shall have the option to repurchase from SFWMD the lands identified along the southern and eastern perimeters of the COUNTY Fee Parcel as identified in attached Exhibit "G," made a part hereof ("Repurchase Lands") for the price of One Million Three Hundred Seventy-nine Thousand Eight Hundred Forty Dollars (\$1,379,840.00). This option shall run for the period ending the earlier of October 1, 2018, or one hundred and eighty days after the date that the COUNTY receives written notice from SFWMD that SFWMD is commencing the design of its project ("Option Expiration Date"). In order to exercise this option, the COUNTY must deliver written notice of option exercise to SFWMD ("Notice of Exercise") prior to the Option Expiration Date. This option automatically terminates if not exercised by the Option Expiration Date and is thereafter of no further force or effect. After SFWMD's receipt of Notice of Exercise, the COUNTY may enter the COUNTY Fee Parcel and undertake appropriate due diligence of the Repurchase Lands provided that the COUNTY first complies with the insurance requirements as set forth in 19.9(3).

The option closing shall occur within 180 days after SFWMD receipt of Notice of Exercise. SFWMD shall convey the Repurchase Lands in the same physical condition and subject only to those title matters as existed on the Closing Date. SFWMD shall convey the lands by standard SFWMD Quitclaim Deed.

19.8 Consent of FWC. At Closing, the FWC shall consent to the COUNTY Assignment of the COUNTY Easements to SFWMD.

19.9 Continued Services to Water Plant.

(1) **Access.** Except in the case where the COUNTY exercises the option to acquire the Repurchase Lands under Section 19.7 and as further provided in the next paragraph, from and after the Closing Date, COUNTY shall have the right to utilize the southernmost east-west road within the COUNTY Fee Parcel for the purpose of vehicular access to the abutting COUNTY Water Plant Property (which is legally described as the less out from the COUNTY Fee Parcel legal description in Exhibit "A"). (the "COUNTY Water Plant Property"). SFWMD shall have the right to relocate said access as necessary to accomplish development of its project. Any relocation of said access, both temporary or permanent shall be to either: (i) an existing road within the COUNTY Fee Parcel or a new road within the COUNTY Fee Parcel constructed by SFWMD at SFWMD's cost and expense, which existing or new road meets road standards equal to or greater than the standards of the existing southernmost east-west road, or (ii) a road located outside the COUNTY Fee Parcel that provides insurable permanent legal access to the COUNTY with the COUNTY responsible at its expense for any necessary improvements to connect such road to the COUNTY Water Plant Property.

Notwithstanding the provisions of this Section 19.9(1), if the COUNTY exercises the option to acquire the Repurchase Lands under Section 19.7, (i) SFWMD shall have no responsibility to provide the COUNTY permanent legal access to the COUNTY Water Plant Property, and (ii) COUNTY's use of the southernmost east-west road within the COUNTY Fee Parcel shall terminate sixty (60) days after receipt of written notice from SFWMD that the COUNTY's continued use is incompatible with SFWMD's implementation of its project within the COUNTY Fee Parcel, and (iii) the COUNTY shall be responsible at its expense for obtaining permanent legal access and making any necessary improvements for such access either within the Repurchase Lands or elsewhere.

(2) **Drainage.** The parties acknowledge that drainage for COUNTY Water Plant Property is provided by and through the drainage system located on the COUNTY Fee Parcel, comprised of canals, pump systems and an above ground impoundment (hereafter the "COUNTY Fee Parcel Drainage System"). Water discharges from the COUNTY Water Plant Property into the adjacent canal, flows north through the COUNTY Fee Parcel Drainage System, is pumped into the impoundment and then outfalls into the C-18 Canal. Due to the configuration of the of the COUNTY Fee Parcel Drainage System, that Drainage System is required to be operated in order to maintain drainage and water elevations of the Water Plant Property. COUNTY shall have the right, at its sole cost and expense, to continue operating all components of the existing drainage system as may be required to maintain drainage and water elevations on the Water Plant Property at the levels authorized by the applicable permits therefore, but such COUNTY use shall terminate sixty (60) days after receipt of written notice from SFWMD that either (i) SFWMD will to take over operation and maintenance of the COUNTY Fee Parcel Drainage System and continue to maintain existing levels of drainage and water elevations of the COUNTY Water Plant Property consistent with applicable permit(s) for the COUNTY Water Plant Property, or (ii) COUNTY's continued operation of the COUNTY Fee Parcel Drainage System is incompatible with SFWMD's implementation of its project within the COUNTY Fee Parcel and SFWMD has modified the COUNTY Fee Parcel Drainage System with existing levels of drainage and water elevations of the COUNTY Water Plant Property being maintained consistent with the applicable permit(s) for the COUNTY Water Plant Property as further provided in the next paragraph.

The parties acknowledge that in conjunction with SFWMD's development of its project on the COUNTY Fee Parcel, SFWMD will need to modify the COUNTY Fee Parcel Drainage System. SFWMD shall

design its project so that the existing levels of drainage and water elevations of the COUNTY Water Plant Property will be maintained consistent with the applicable permit(s) for the COUNTY's Water Plant Property. SFWMD shall provide the COUNTY with an opportunity to review and comment on the preliminary design of the SFWMD project solely for the purpose of evaluating maintenance of drainage and water elevations of the COUNTY's Water Plant Property. SFWMD shall have full right to modify the COUNTY Fee Parcel Drainage System on condition that SFWMD at all times maintain the drainage and water elevations of the Water Plant Property at its existing levels consistent with applicable permit(s).

SFWMD shall be responsible for all design, permitting, construction, operation and maintenance of the COUNTY Fee Parcel Drainage System, including those features required in order to accommodate the existing levels of drainage and water elevations from the Water Plant Property consistent with applicable permit(s). Except in the case where the COUNTY exercises the option to acquire the Repurchase Lands under Section 19.7 as provided in the next paragraph, SFWMD shall design any modifications to the COUNTY Fee Parcel Drainage System to accommodate the drainage and permitted water elevations of the Water Plant Property. The COUNTY shall be responsible at its expense for all improvements and modifications to its drainage system within the COUNTY Water Plant Property to discharge into the modified COUNTY Fee Parcel Drainage System and for operation and maintenance of COUNTY Water Plant Property drainage system except that if SFWMD design requires a non-gravity flow of drainage of the Water Plant Property, SFWMD shall be responsible at its expense for installing the appropriate pump on the COUNTY Water Plant Property.

Notwithstanding the provisions of this Section 19.9 (2), if the COUNTY exercises the option to acquire the Repurchase Lands under Section 19.7, the COUNTY shall cooperate with SFWMD to redirect at COUNTY expense its drainage into the surface water management system constructed by COUNTY upon the Repurchase Lands.

(3) COUNTY ACCESS To COUNTY Fee Parcel. Prior to any entry upon the COUNTY Fee Parcel as allowed under this Agreement by COUNTY's contractor, invitee, or agent ("COUNTY Entrant"), the COUNTY shall provide evidence to the SFWMD of the following insurance coverages insuring COUNTY Entrant:

(A) **Liability Insurance.** Comprehensive General Liability Insurance relating to the entry onto the applicable parcel(s) and its improvements and appurtenances, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. Coverage shall be no more restrictive than the latest edition of the Commercial General Liability policies of the Insurance Services Office (ISO). This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from entry on applicable parcel(s). The minimum limits of coverage shall be \$2,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. The limits of comprehensive general liability insurance shall in no way limit or diminish the liability under Florida law.

(B) **Business Automobile Liability Insurance.** Business Automobile Liability Insurance which shall have minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall be an "any-auto" type of policy including owned, hired, non-owned and employee non-ownership coverage.

(C) **Proof of Insurance.** COUNTY shall provide SFWMD with insurance certificates for all insurance required under this Agreement as proof of insurance prior to an Entrant's entry onto the COUNTY Fee Parcel. The COUNTY shall, upon request by the SFWMD, have the COUNTY's Entrant's insurance agent provide certified copies of all insurance coverage required under this Agreement. Such copies shall be provided within ten (10) days of request. All insurance required under this Section 19.9 shall be written on a financially sound company acceptable to SFWMD and shall name SFWMD as additional insured.

(D) Notice of Insurance Cancellation. The COUNTY shall notify or cause its COUNTY Entrant to notify the SFWMD at least thirty (30) days prior to cancellation or modification of any insurance required by this Section 19.9. Insurance required under this Agreement shall contain a provision that it may not be cancelled or modified until thirty (30) days after written notice to the SFWMD.

(E) Subcontractor Insurance. COUNTY shall ensure that its contractor's subcontractors maintain the insurance coverage required herein directly or through the contractor's insurance coverages.

(4) This Section 19.9 survives the Closing.

19.10 Bonds.

The COUNTY has made certain representations and warranties in Paragraph 12.1(L) to provide assurances to SFWMD that SFWMD's use of the COUNTY Fee Parcel for its project purposes is consistent with COUNTY bond requirements. The COUNTY has informed SFWMD that during the life of the COUNTY Bonds, the latest maturity date of which is November 1, 2027, any sale or lease by SFWMD of the COUNTY Fee Parcel to a non-governmental entity or any private activity use of the COUNTY Fee Parcel may violate restrictions with regard to the tax exempt status of the Bonds and have enormous financial consequences to the holders of the Bonds and the COUNTY. SFWMD reasonably expects, as of the Effective Date and as of the Closing, to use the COUNTY Fee Parcel for governmental purposes as set forth in the "Whereas" clauses of this Agreement and shall not undertake any sale or lease, or permit any private activity use, or take or permit any other similar action with respect to the COUNTY Fee Parcel which might cause the Bonds to be treated as private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), without the prior written consent of COUNTY. COUNTY'S consent shall be required for all such proposed transactions and actions, regardless of whether same were contemplated as of the date hereof, and at a minimum shall be conditioned upon: (i) any proposed transferee or user acknowledging and agreeing to be bound by and comply with the provisions of this Section 19.10; and (ii) the COUNTY receiving at COUNTY expense an opinion from COUNTY'S bond counsel that the proposed sale, lease, private activity use or other similar transaction will not cause the Bonds to be treated as private activity bonds within the meaning of Section 141 of the Code. SFWMD and any proposed transferee or user shall provide all information, documentation and factual certifications as COUNTY'S bond counsel may reasonably require in order to issue its opinion. The provisions of this Section 19.10 shall survive closing and continue in effect until the final maturity date of the Bonds on November 1, 2027. In the event that COUNTY consents to a proposed Sale of Fee title by SFWMD to another governmental entity, SFWMD shall have no liability to COUNTY for failure of said governmental entity to comply with the provisions of this Section 19.10. COUNTY represents that, under applicable provisions of the Code and regulations, the receipt of lease payments from any non-governmental person(s) with respect to all or any portion of the COUNTY Fee Parcel in an aggregate amount not exceeding \$250,000 in each calendar year commencing with 2014 through and including November 1, 2027, will not, in and of itself, cause the Bonds to be treated as private activity bonds within the meaning of Section 141 of the Code. Annual lease payments in excess of such limits may adversely impact the tax-exempt status of the Bonds.

19.11 Cooperation. All action required pursuant to this Agreement which is necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by each Party.

20. MISCELLANEOUS.

(A) **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail

if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO SFWMD:

Section Leader, Real Estate
South Florida Water Management District
(MAILING ADDRESS:)
P.O. Box 24580
West Palm Beach, Florida 33416-4680
Fax (561) 682-5449

(OFFICE LOCATION:)
3301 Gun Club Road
West Palm Beach, Florida 33406

TO COUNTY:

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

With Copy to:

County Attorney's Office
301 N Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Attention: Howard Falcon, Esquire
Fax: (561) 355-4398

or to such other address as any Party may designate by notice complying with the terms of this subsection. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

(B) Headings. The headings contained in this Agreement are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

(C) Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

(D) Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns.

Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

(E) Jurisdiction and Venue. The Parties acknowledge that a substantial portion of negotiations and anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the Parties irrevocably and unconditionally (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (4) agrees that service of any court paper may be effected on such Party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

(F) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

(G) Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

(H) Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the Party causing this Agreement or any part thereof to be drafted.

(I) Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by SFWMD and COUNTY shall control all printed provisions in conflict therewith.

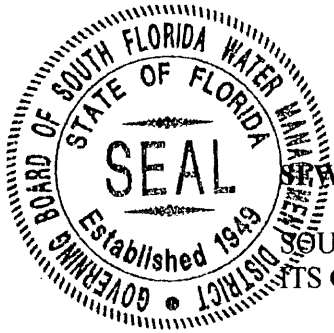
(J) Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the Parties. No modification or change in this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

(K) Waiver. Failure of a Party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right in this Agreement, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right; but the same shall remain in full force and effect.

(L) Time. Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

(M) Waiver of Jury Trial. As inducement to the Parties agreeing to enter into this Agreement, SFWMD and COUNTY hereby waive trial by jury in any action or proceeding brought by either Party against the other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

(N) Assignment/Successors in Interest. This Agreement shall be legally binding upon the Parties hereto and their heirs, legal representatives, successors and assigns. This Agreement may not be assigned by either Party without the other Party's written consent.



SFWMD:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY
ITS GOVERNING BOARD

ATTEST:

Jack McGarty
Assistant Secretary

By: D. O'Keefe
Chairman

Executed by SFWMD on 10/10/2013

Legal Form Approved By:

Alu Cooper
South Florida Water Management District
Office of Counsel

10/9/2013
Date

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: [Signature]
Deputy Clerk
COUNTY COMMISSIONERS
PALM BEACH
FLORIDA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

R2013#1514 OCT 22 2013

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

By: [Signature]
Steven L. Abrams, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

EXHIBIT LIST

- Exhibit A – COUNTY Fee Parcel Legal Description
- Exhibit B – COUNTY Easement Parcels Legal Description
- Schedule 1 – COUNTY Parcels Approved Exception
- Exhibit C – COUNTY Deed
- Exhibit D – Assignment and Assumption of Easement
- Exhibit E – Owner's Affidavit
- Exhibit F - Memorandum of Agreement
- Exhibit G – Repurchase Lands Legal Description

EXHIBIT "A"
TRACT NO. 23116-034

A tract of land located in Sections 5, 6, 7 and 8, Township 42 South, Range 41 East, Palm Beach County, Florida, more particularly described as follows:

All of Tract "A" of Plat of Palm Beach County Biotechnology Research Park as recorded in Plat Book 103, Page 108 of the Public Records of Palm Beach County, Florida.

Less and except the Water Plant Tract;

Being a parcel of land located in the West One-half (W½) of Section 8, Township 42 South, Range 41 East, Palm Beach County, Florida. Said West One-half (W½) of Section 8 being a portion of Tract "A" of the Plat of Palm Beach County Biotechnology Research Park as recorded in Plat Book 103, Pages 108 - 110 of the Public Records of Palm Beach County, Florida said parcel being more particularly described as follows:

Begin at the South Quarter Corner of said Section 8, Township 42 South, Range 41 East also being the Southeast corner of Tract "A" of said Plat of Palm Beach County Biotechnology Park;
Thence, South 85° 34' 42" West along the South line of said Section 8, a distance of 858.16 feet to the West line of the Water Plant Property;
Thence, North 01° 28' 53" East along said West line, a distance of 1160.34 feet to the North line of said Water Plant Property;
Thence, North 85° 34' 42" East along said North line, a distance of 858.16 feet to the East line of the West One-Half of said Section 8 also being the East line of said Water Plant Property;
Thence, South 01° 28' 53" West along said East line, a distance of 1160.34 feet to the said South Quarter Corner of Section 8 and the Point of Beginning.

Subject to Easements of Record.

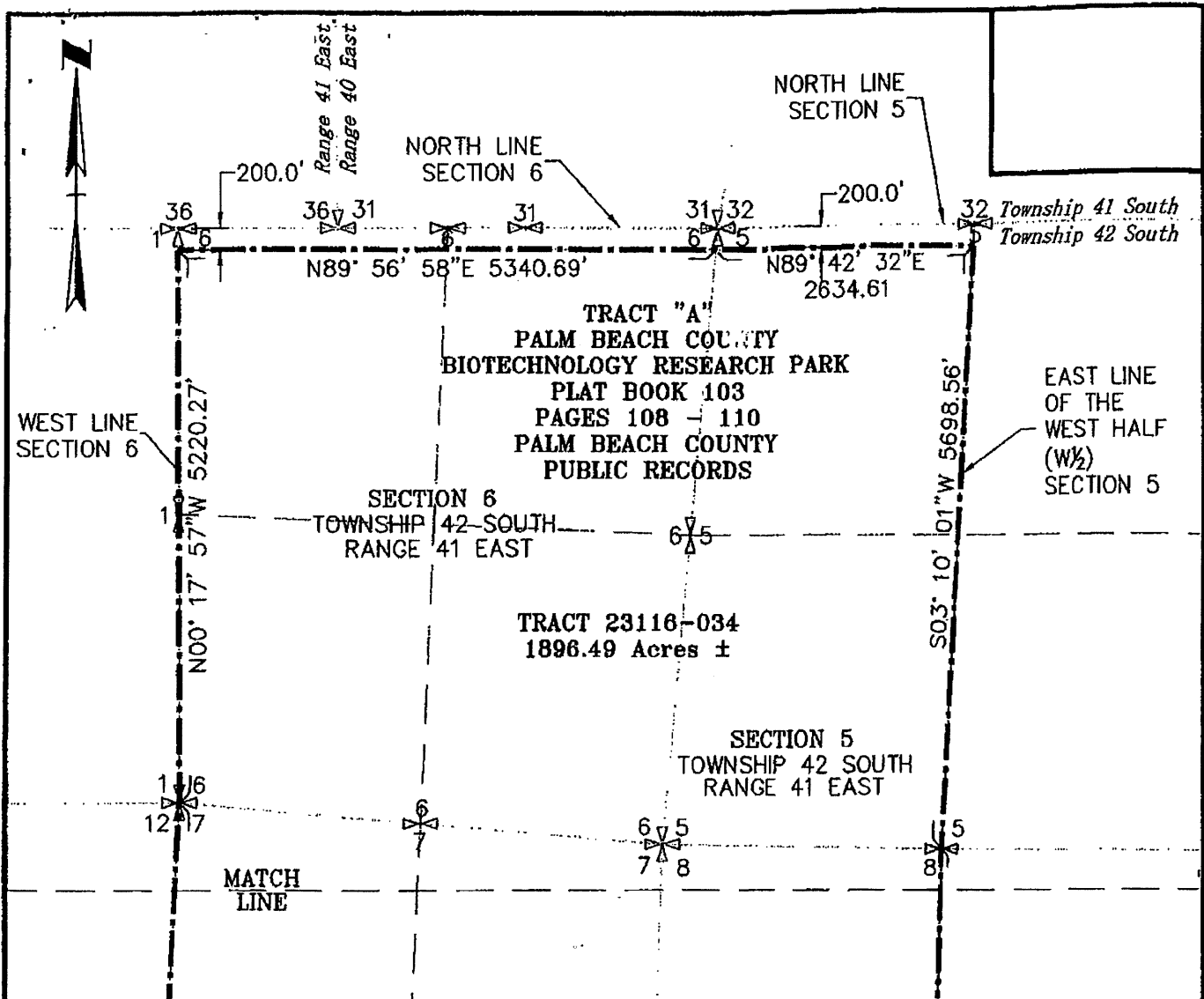
Containing 1896.49 acres more or less.

This Description is not valid unless accompanied by a Description Sketch.

Note:

1. The Water Plant Tract described herewith was taken from a description prepared by Glenn W. Mark, Office of the Palm Beach County Engineer.
2. Bearings shown hereon are based on the South line of the West One-half (W½) of said Section 8, having an assumed bearing of South 85°34'42" West.

PALM BEACH COUNTY				SOUTH FLORIDA WATER MANAGEMENT DISTRICT INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
				TRACT NUMBER: 23116-034					
				ORB Pg.					
				Folio: PROJ/Owner					
DRAWN	CHECKED	DATE	REVISIONS	DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
ARA	REB	08OCT13		ARA	REB	08OCT13	AS SHOWN	1	1 OF 3



LEGEND:

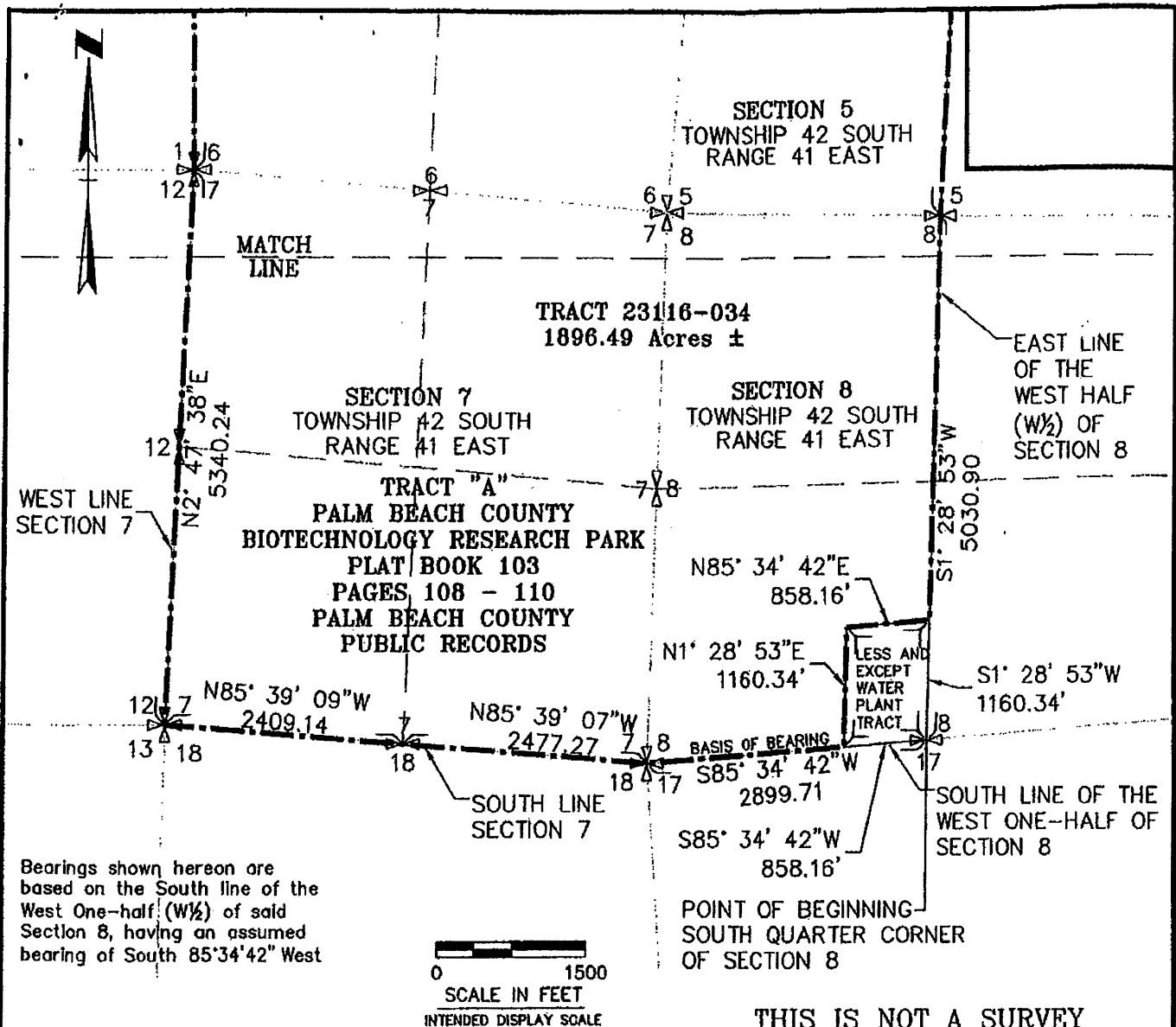
- = CALCULATED SECTION CORNER
- = CALCULATED QUARTER SECTION CORNER
- = TRACT 23116-034 BOUNDARY

THIS IS NOT A SURVEY

SECTION 5, 6, 7 & 8
TOWNSHIP 42 SOUTH
RANGE 41 EAST
PALM BEACH COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT INFRASTRUCTURE MANAGEMENT BUREAU - SURVEY & MAPPING SECTION 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680				
TRACT NUMBER: 23116-034				
ORB Pg.				
Folio:		PROJ\Owner		
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER
ARA	REB	08OCT13	AS SHOWN	1
				SHEET
				2 OF 3

DRAWN	CHECKED	DATE	REVISIONS



CERTIFICATION

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND THAT SAID DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS DESCRIPTION MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

DATE OF SIGNATURE

RICHARD E. BARNES, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6173

LEGEND:

- ✕ = CALCULATED SECTION CORNER
⋈ = CALCULATED QUARTER SECTION CORNER
— = TRACT 23116-034 BOUNDARY

SECTION 5, 6, 7 & 8
TOWNSHIP 42 SOUTH
RANGE 41 EAST
PALM BEACH COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU - SURVEY & MAPPING SECTION
3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

TRACT NUMBER: 23116-034

ORB Pg.

Folio:

PROJ/Owner

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
ARA	REB	08OCT13	AS SHOWN	1	3 OF 3

S:\IN-PROCESS PROJECTS\Legal Descriptions\2013\Recon\2013 Recon\Tract_23116-034.dwg

EXHIBIT B

COUNTY EASEMENT PARCELS LEGAL DESCRIPTIONS

[NOTE: The 4 easements areas below refer to easement areas conveyed by FWCC to County by Easement in ORB 19023/1733]

Road right of way area (Easement Area "A")

Canal road easement area (Easement Area "B")

Electrical substation easement area (Easement Area "C")

Canal easement area (Easement Area "E")

Schedule 1

COUNTY PARCELS APPROVED TITLE EXCEPTIONS

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SPECIFICALLY NOTED.

COUNTY FEE PARCEL

1. Restrictions, covenants, conditions, dedications, easements, use and maintenance covenants and other matters set forth on plat of Palm Beach County Biotechnology Research Park recorded in Plat Book 103, page 108.
2. Reservations of Easements and oil, gas and mineral rights which requires permission of surface owner for exploration, mining, and development as shown in that certain Warranty Deed recorded in Official Records Book 939, page 67; as affected by instruments recorded in Official Records Book 1802, page 266; Official Records Book 2492, page 1359; Official Records Book 3710, page 1109; Official Records Book 3710, page 1111; Official Records Book 5302, page 1896; Official Records Book 5302, page 1897; Official Records Book 5302, page 1898; Official Records Book 5926, page 1774; Official Records Book 8320, page 686; and Official Records Book 8611, page 1722.
3. Easements in favor of Florida Power & Light and Southern Bell Telephone & Telegraph Company as recorded in Official Records Book 1137, page 344.
4. Affidavit of Exemption as recorded in Official Records Book 2462, page 856.
5. Easement rights as set forth in Tri-Party Easement Agreement by and between Royal Palm Beach Colony, Indian Trail Water Control District and Palm Beach Ranch Groves as recorded in Official Records Book 2621, page 420; Restated and Amended Tri-Party Easement Agreement recorded in Official Records Book 3729, page 1981, public records of Palm Beach County, Florida.
6. Subject to the right of way of Seminole-Pratt & Whitney Road as now laid out and in use and as shown on Road Plat Book 4, page 117 with respect to the eastern 60' located within COUNTY Fee Parcel.
7. Declaration of Easement as recorded in Official Records Book 21666, page 904, public records of Palm Beach County, Florida. Note: Additional Declaration to be recorded to cover the gap.

8. South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit recorded in Official Records Book 24491, page 1363.
- 9.: Order Extending District Boundaries of the Indian Trail Water Control District recorded in Official Records Book 1845, Page 68 and Official Records Book 1847, Page 723. (West 80 feet of Sections 6 and 7 and the South 80 feet of the North 280 feet of the West 1700 feet of Section 6).
- 10.: Removal Agreement from the PBC Water Utilities Department recorded November 30, 2005 in Official Record Book 19598, Page 1040.

COUNTY EASEMENT PARCELS

- Item 1. Reservations for an undivided ½ interest in oil, gas and minerals in favor of Southern States Land & Timber Corporation as recorded in Deed Book 941, page 526 and corrected in Deed Book 952, page 67 and modified by Modification Agreement and Grant recorded in Official Records Book 312, page 342, together with Notice of Interest recorded in Official Records Book 2619, page 1481 and that certain Notice of Interest as recorded in Official Records Book 20529, page 1992.
- Item 2. Reservation in oil, gas and minerals in favor of Indian Trail Ranch, Inc. as recorded in Deed Book 1164, page 269.
- Item 3. Easement in favor of Florida Power & Light Company being 185 feet in width and covers a portion of the Northeast ¼ of Section 13, Township 42 South, Range 40 East as recorded in Official Records Book 765, page 68 and Official Records Book 749, page 698, public records of Palm Beach County, Florida.
- Item 4. Palm Beach County/Village of Royal Palm Beach Amended Potable Water, Reclaimed Water, and Wastewater Utilities Franchise and Service Area Agreement recorded in Official Records Book 17664, page 583.
- Item 5. Terms, conditions, use and maintenance of the Easements as recorded in Official Records Book 19023, page 1733.

EXHIBIT C

**This Instrument prepared by and return to:
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680**

Property Control Numbers:

COUNTY DEED

This Deed is made _____, 2013, by **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose legal mailing address is _____, West Palm Beach, Florida 334____, "COUNTY", and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, whose legal mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406, "SFWMD".

WITNESSETH:

That the COUNTY, for and in consideration of the sum of \$10.00 to it in hand paid by SFWMD, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the SFWMD, its successors and assigns forever, the following described land, lying and being in Palm Beach County, State of Florida ("Fee Parcel"):

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

Subject to, and COUNTY hereby saves and reserves unto itself and its successors and assigns, those easements set forth in Declaration of Easement dated April 10, 2007, and recorded in Official Records Book 21666, Page 904 and Declaration of Easement dated _____, and recorded in Official Records Book _____, Page _____ public records of Palm Beach County, Florida.

The sole intent and purpose of this instrument is to convey the title of the grantor in the herein described property.

Pursuant to Section 270.11, Florida Statutes, the COUNTY has elected not to reserve any phosphates, minerals, metals or petroleum interests

IN WITNESS WHEREOF, the 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 BOCK, Clerk

PALM BEACH COUNTY, FLORIDA,
a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
_____, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as Mayor of the Board of County Commissioners of Palm Beach County, who is personally known to me or who has produced _____ as identification,

(Seal)

Notary Public, State of Florida
Print Notary Name:

My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF COUNTY FEE PARCEL

EXHIBIT D

PREPARED BY AND RETURN TO:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

ASSIGNMENT AND ASSUMPTION OF EASEMENT

This ASSIGNMENT AND ASSUMPTION OF EASEMENT (the "Assignment") is made this _____ day of _____, 2013, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Property and Real Estate Management Division, 3323 Belvedere Road, Building 503, West Palm Beach, FL 33406-1548 (hereinafter referred to as the "COUNTY") and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a governmental entity created by Chapter 373, Florida Statutes, whose address is 3301 Gun Club Road, West Palm Beach, FL, 33406 (hereinafter referred to as "SFMWD").

WITNESSETH:

WHEREAS, the Florida Fish and Wildlife Conservation Commission ("FWC") granted County an easement across five (5) specified easement areas within the J.W. Corbett Wildlife Management Area ("hereinafter "Corbett") pursuant to an easement recorded in Official Records Book, Page 19023, Page 1733, Public Records of Palm Beach County (the "Easement"); and

WHEREAS, Easement authorizes County to assign all or a portion of two of the Easements in the following Easement Areas to SFWMD: (i) a canal easement to allow for construction of a canal maintenance road over Easement Area B, and (ii) a canal/flow way easement over Easement Area E, provided that any such assignment contains a full assumption by Assignee of all of COUNTY's obligations imposed upon the COUNTY by the Easement relating to the particular assigned Easement Area, in which event COUNTY shall be released from all obligations under the Easement relating to the Easement Area, or a portion thereof, arising subsequent to the Effective Date of this Assignment; and

WHEREAS, the COUNTY and the SFWMD desire that these two easements be assigned by the COUNTY to SFWMD; and

WHEREAS, the COUNTY and SFWMD also desire that two other of the easements acquired by the COUNTY also be assigned to the SFWMD, namely, (i) a partial assignment of the road right-of-way easement within Easement Area A and (ii) assignment of the electrical substation

easement to construct, operate, and maintain an electrical substation and all necessary activities in connection therewith within Easement Area C; and

WHEREAS, such assignments requires the consent of FWC.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The COUNTY does hereby grant, bargain, sell, assign, and set over unto SFWMD, COUNTY's rights, title and interest in and to the following three Easements: (i) the canal road easement to allow for construction of a canal maintenance road within Easement Area B as described in attached Exhibit "A", made a part hereof, (ii) the electrical substation easement to construct, operate, and maintain an electrical substation and all necessary activities in connection therewith within Easement Area C, all as described in Exhibit "A", and (iii) the canal/flow way easement within Easement Area E as described in Exhibit "A".
2. SFWMD hereby assumes all of COUNTY's liabilities and obligations set forth in the Easement with respect to the three Easements assigned hereby arising subsequent to the Effective Date of this Assignment and agrees to be bound by all of the terms, conditions and covenants contained in the Easement relating to the interest assigned hereby as though originally the Grantee thereunder. SFWMD may assign to Florida Power & Light Company its interest in Easement Area C as identified on Exhibit "A".
3. The COUNTY does hereby partially assign unto SFWMD, the road right-of-way easement within Easement Area A, as described in Exhibit "A", so that SFWMD has a non-exclusive easement for access, ingress and egress over the road right-of-way within Easement Area "A" as described in Exhibit "A", with the COUNTY continuing to otherwise retain the rights and obligations created under the road right-of-way easement.
4. This assignment is expressly contingent upon the approval of the Palm Beach County Board of Commissioners, and shall become effective only when signed by all parties, approved by the Palm Beach County Board of County Commissioners, and recorded (the recording date being the "Effective Date").

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Easement to be executed by their undersigned duly authorized representatives.

PALM BEACH COUNTY, a political
Subdivision of the State of Florida .

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock,
CLERK AND COMPTROLLER

BY: _____

BY: _____
Deputy Clerk

Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY
ITS GOVERNING BOARD

(Corporate Seal)

By: _____

ATTEST:

Print Name and Title

_____, Secretary

Legal Form Approved:

South Florida Water Management District Date
Office of Counsel

[NOTE: SFWMD EXECUTIVE DIRECTOR OR DESIGNEE MAY EXECUTE INSTEAD OF
BOARD]

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this _____ day of _____,
2013, by _____, as Mayor of the Board of County Commissioners of
Palm Beach County, who is personally known to me or who has produced
_____ as identification,

(Seal)

Notary Public, State of Florida
Print Notary Name: _____

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this _____ day of _____,
2013, by _____, as Chairman of the Governing Board of the South
Florida Water Management District, who is personally known to me or who has produced
_____ as identification,

(Seal)

Notary Public, State of Florida
Print Notary Name: _____

My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTIONS

EASEMENT AREA A

[NOTE: Use legal description for Area A in FWC Easement (ORB 19023/1733)]

EASEMENT AREA B

[NOTE: This is area as described as Area B in FWC Easement (ORB 19023/1733)]

EASEMENT AREA C

[NOTE: This is area as described as Area C in FWC Easement (ORB 19023/1733),

EASEMENT AREA E

[NOTE: This is area as described as Area E in FWC Easement (ORB 19023/1733)]

CONSENT TO ASSIGNMENT OF EASEMENT

THIS CONSENT TO ASSIGNMENT OF EASEMENT is executed by the State of Florida Fish and Wildlife Conservation Commission, a State of Florida Constitutional agency, successor to the Florida Game and Freshwater Fish Commission ("FWC").

WHEREAS, terms not defined herein shall have the meaning ascribed to them in the Assignment and Assumption of Easement to which this Consent is attached; and

WHEREAS, FWC granted Palm Beach County an easement across five (5) specified easement areas within the J.W. Corbett Wildlife Management Area pursuant to an easement recorded in Official Records Book, Page 19023, Page 1733, Public Records of Palm Beach County (the "Easement"); and

WHEREAS, the Easement authorizes the County to assign all or a portion of its interest in certain Easement Areas to an assignee, provided that any such assignment contains a full assumption by assignee of all of County's obligations imposed upon the County by the Easement relating to the particular assigned Easement Area, in which event the County shall be released from all obligations under the Easement relating to the Easement Area, or a portion thereof, assigned arising subsequent to the Effective Date of the Assignment; and

WHEREAS, one of the easements, an Electrical Substation Easement within Easement Area C, as described in the Easement, requires the consent of FWC if the easement is assigned to a party other than Florida Power and Light; and

WHEREAS, Palm Beach County and the South Florida Water Management desire that the Substation Easement be assigned by the County to, and the obligations assumed by, the South Florida Water Management District; and

WHEREAS, one of the easements, the road right-of-way easement within Easement Area A, as described in the Easement, requires the consent of FWC to be partially assigned to the South Florida Water Management District, with the County continuing to otherwise retain the rights and obligations created under the road right-of-way easement; and

WHEREAS, Palm Beach County and the South Florida Water Management District desire that the road right-of-way Easement be partially assigned by the County to the South Florida Water Management District.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid as well as other good and valuable considerations, FWC hereby agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. FWC hereby consents to the Assignment and Assumption of Easement to which this Consent is attached.
3. This Consent to Assignment of Easement shall be effective as of the date hereof.

IN WITNESS WHEREOF, this Consent to Assignment of Easement has been executed.

(SEAL)

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION,
successor to Florida Game and Freshwater
Fish Commission

Witness

By: _____

Witness

Title: _____

STATE OF FLORIDA
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____,
2013, by _____, as _____ of the Florida Fish and
Wildlife Conservation Commission, who is personally known to me or who has produced
_____ as identification,

(Seal)

Notary Public, State of Florida
Print Notary Name: _____

My Commission expires: _____

EXHIBIT E

OWNER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, a duly commissioned Notary Public in and for the State and County aforesaid, personally appeared _____, (the "Affiant") who after being duly sworn as required by law, deposes and says to the best of Affiant's knowledge:

1. That Affiant is the _____ of Palm Beach County and that Palm Beach County is the owner of the real property situate, lying and being in the County of _____, State of Florida, more particularly described in Exhibit "A", attached hereto and incorporated by reference (the "Owner's Parcel").

2. That there is no outstanding unrecorded contract for the sale of the Owner's Parcel to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyance in any way affecting or encumbering the title to the Owner's Parcel.

3. That the Owner's Parcel is free and clear of all liens and that there have been no improvements made upon, nor labor performed on, nor materials or supplies furnished or contracted for, the Owner's Parcel for which full payment of such obligations has not been made as of this date.

4. That there are no judgments, assessments or tax liens filed of record against the Palm Beach County or the Owner's Parcel in any courts of the state or of the United States which remain unpaid.

5. That there are no matters pending against Palm Beach County that could give rise to a lien that would attach to the Owner's Parcel prior to the actual date of recordation of the documents applicable to this transaction.

6. There are no parties other than Palm Beach County in possession of or claiming possession of the Owner's Parcel and that Palm Beach County is in undisputed possession of the Owner's Parcel and there are no unrecorded easements encumbering the Owner's Parcel.

7. That Palm Beach County has not and will not execute any instrument or perform, or fail to perform, any act that would adversely affect the title to the Owner's Parcel or the interest of the Palm Beach County in the Owner's Parcel prior to the actual date of recordation of the documents applicable to this transaction.

8. That the representations and warranties made by Affiant contained in the Agreement regarding the Owner's Parcel are true and correct.

9. That the Affiant states that all the statements made herein are made for the purpose of inducing the other party to the Agreement to acquire the Owner's Parcel and to induce the applicable Title Insurance Company, to insure the title to the Owner's Parcel, and that all statements contained herein are true, both in substance and fact.

10. Wherever used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders, and vice versa.

_____, Affiant

Subscribed before me this _____ day of _____, 2013 by _____, who are/is personally known to me or who have/has produced _____ as identification.

(seal)

Notary Public

Print

My Commission Expires: _____

EXHIBIT F

Prepared By/Return To:
Howard J. Falcon III, Sr. Assistant County Attorney
County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

MEMORANDUM OF AGREEMENT

This is a MEMORANDUM OF AN AGREEMENT FOR SALE AND PURCHASE (the "Agreement"), dated _____, (Resolution No. R-2013-_____), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401, ("County"), and South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406 and whose mailing address is Post Office Box 24680, West Palm Beach, Florida 33416-4680, ("SFWMD").

W I T N E S S E T H:

WHEREAS, County and SFWMD entered into the Agreement pursuant to which County sold to SFWMD the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Agreement contains provisions which survive closing; and

WHEREAS, the parties have executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement and the existence of provisions therein that survive closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby acknowledge, and give notice of, the existence of the Agreement and the existence of provisions therein that survive closing.

This Memorandum is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

(Remainder of page was left intentionally blank)

G:\WPDATA\GENGOVT\HFALCON\FORMS\Memorandum of Agreement.frm

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed as of the date first-above written.

Signed, sealed and delivered
in the presence of:

COUNTY:

ATTEST:

SHARON R BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a
political subdivision of the state of Florida, by its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Department Director

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY
ITS GOVERNING BOARD

(Corporate Seal)

By: _____

ATTEST:

Print Name and Title

_____, Secretary

Legal Form Approved:

South Florida Water Management District Date
Office of Counsel

[NOTE: SFWMD EXECUTIVE DIRECTOR OR DESIGNEE MAY EXECUTE INSTEAD OF BOARD]

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as Mayor of the Board of County Commissioners of Palm Beach County, who is personally known to me or who has produced _____ as identification,

(Seal)

Notary Public, State of Florida
Print Notary Name: _____

My Commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as Chairman of the Governing Board of the South Florida Water Management District, who is personally known to me or who has produced _____ as identification,

(Seal)

Notary Public, State of Florida
Print Notary Name: _____
My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT "G"


LEGAL DESCRIPTION

BEING A PARCEL OF LAND LOCATED IN SECTION 7, THE WEST ONE-HALF OF SECTION 8 AND THE WEST ONE-HALF OF SECTION 5, ALL IN TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA. SAID SECTION 7, THE WEST ONE-HALF OF SECTION 8 AND THE WEST ONE-HALF OF SECTION 5, LESS THE NORTH 200 FEET ALL BEING A PORTION OF TRACT "A" OF THE PLAT OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK AS RECORDED IN PLAT BOOK 103, PAGES 108-110 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, TOWNSHIP 42 SOUTH, RANGE 41 EAST, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF TRACT "A" OF THE SAID PLAT OF PALM BEACH COUNTY BIOTECHNOLOGY RESEARCH PARK; THENCE NORTH 02°47'38" EAST ALONG THE WEST LINE OF SAID SECTION 7 AND THE WEST LINE OF SAID TRACT "A" 260.09 FEET TO A POINT ON A LINE PARALLEL WITH AND 260.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 7 AND THE SOUTH LINE OF SAID TRACT "A"; THENCE SOUTH 85°39'09" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2416.19 FEET; THENCE SOUTH 85°39'07" EAST, CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 2156.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 3920.14 FEET; THENCE EASTERLY 600.00 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°46'10" TO A POINT OF TANGENCY AND A POINT ON A LINE PARALLEL WITH AND 260 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 8 AND THE SOUTH LINE OF SAID TRACT "A"; THENCE NORTH 85°34'42" EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 1747.90 FEET TO THE WEST LINE OF THE WATER PLANT PROPERTY; THENCE SOUTH 01°28'53" WEST ALONG SAID WEST LINE, A DISTANCE OF 261.38 FEET TO THE SOUTH LINE OF THE WEST ONE-HALF OF SAID SECTION 8 AND TO A POINT TO BE HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTH 85°34'42" WEST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 2041.55 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 85°39'07" WEST ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 2477.26 FEET TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 7; THENCE NORTH 85°39'09" WEST CONTINUING ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 2409.14 FEET TO SAID SOUTHWEST CORNER OF TRACT "A" AND SAID SECTION 7 AND POINT OF BEGINNING 1.

TOGETHER WITH:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 85°34'42" EAST ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 858.16 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 8 ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT "A"; THENCE NORTH 01°28'53" EAST ALONG THE EAST LINE OF SAID WEST ONE-HALF OF SECTION 8 AND THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 1160.34 FEET TO THE NORTH LINE OF THE WATER PLANT PROPERTY AND POINT OF BEGINNING 2; THENCE SOUTH 85°34'42" WEST ALONG SAID NORTH LINE, A DISTANCE OF 261.39 FEET TO A POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 260.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 8

60-5009-09	S-1-13-3434	PROJECT: REPURCHASE LANDS LEGAL DESCRIPTION	DESIGNER: E. A. D. R. W. L. A. S. 9/18/73	REVISION	DATE
				 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2800 NORTH JOG ROAD WEST PALM BEACH, FL 33411	

AND THE EAST LINE OF SAID TRACT "A"; THENCE NORTH 01°28'53" EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 3901.25 FEET TO A POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 260.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 5 AND THE EAST LINE OF SAID TRACT "A"; THENCE NORTH 03°10'01" EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 5686.65 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-18 CANAL IN ACCORDANCE WITH DEED BOOK 1097, PAGE 261, SAID RIGHT-OF-WAY BEING COINCIDENT WITH THE NORTH LINE OF TRACT "A" AND COINCIDENT WITH A LINE PARALLEL WITH AND 200.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 5; THENCE NORTH 89°42'32" EAST ALONG THE LAST DESCRIBED THREE COINCIDENT LINES, A DISTANCE OF 260.47 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 5 AND THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 03°10'01" WEST ALONG SAID EAST LINE AND SAID EAST LINE OF TRACT "A", A DISTANCE OF 5698.54 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 01°28'53" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 8 AND ALONG SAID EAST LINE OF TRACT "A", A DISTANCE OF 3870.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,293,134 SQUARE FEET OR 98.5568 ACRES MORE OR LESS.

SURVEYOR'S NOTES

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 7, HAVING A GRID (NAD 83, 1990) BEARING OF NORTH 85°39'09" WEST AND ALL OTHER BEARINGS SHOWN ARE RELATIVE THERETO.

ALL SECTION CORNERS SHOWN ARE HOLDING PALM BEACH COUNTY POSITIONS.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.0000039
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A BOUNDARY SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

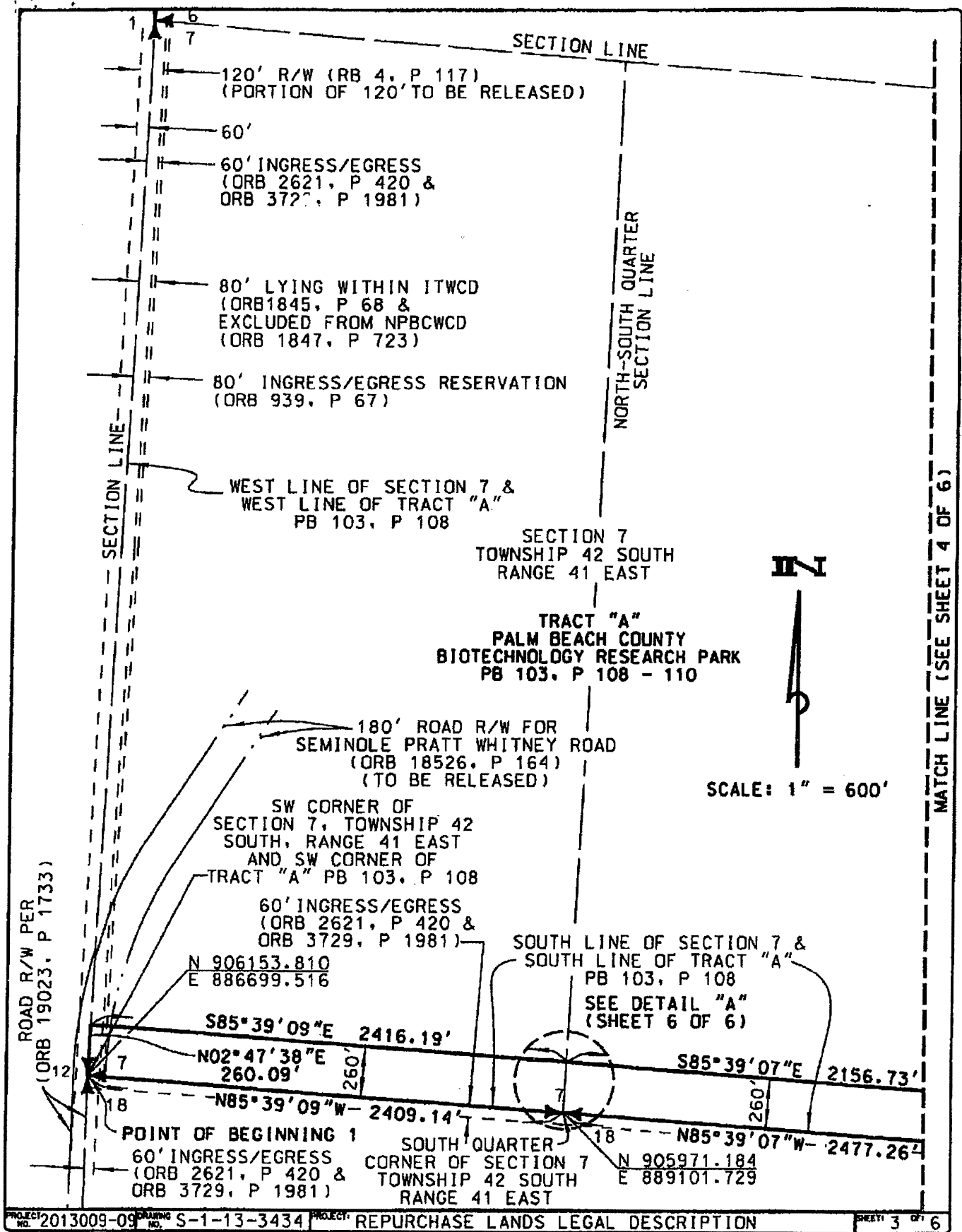
THIS INSTRUMENT WAS PREPARED BY GLENN W. MARK, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


GLENN W. MARK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5304

9/20/13
DATE



MATCH LINE (SEE SHEET 5 OF 6)

MATCH LINE (SEE SHEET 3 OF 6)

SECTION LINE

N03°10'01"E
5686.65'

S03°10'01"W
5698.54'

SEE DETAIL "C"
(SHEET 6 OF 6)

N 911036.145
E 894593.007
NORTH QUARTER
CORNER OF
SECTION 8
TOWNSHIP 42 SOUTH
RANGE 41 EAST

PGA BOULEVARD PER
ORB 18526, P 164
(TO BE RELEASED)

IN

CENTERLINE OF
50' UTILITY EASEMENT
PER ORB 21666, P 904

WEST 1/2 OF SECTION 8
TOWNSHIP 42 SOUTH
RANGE 41 EAST

SCALE: 1" = 600'

TRACT "A"
PALM BEACH COUNTY
BIOTECHNOLOGY RESEARCH PARK
PB 103, P 108 - 110

SEE DETAIL "D"
(SHEET 6 OF 6)

S85°34'42"W
261.39'

POINT OF
BEGINNING 2

SW CORNER OF SECTION 8
TOWNSHIP 42 SOUTH
RANGE 41 EAST
N 905783.373
E 891571.865

SOUTH QUARTER
CORNER OF
SECTION 8
TOWNSHIP 42 SOUTH
RANGE 41 EAST
N 906006.926
E 894462.949

SOUTH
LINE OF
TRACT
"A" PB 103,
P 108

S85°39'07"E
2156.73'

R = 3920.14'
Δ = 08°46'10"
A = 600.00'
CH. BRNG. = N89°57'48"E
CH. = 599.41'

WATER PLANT
PROPERTY

SOUTH LINE
OF WEST
ONE-HALF
OF SECTION
8

N01°28'53"E
898.95'

N01°28'53"E
1160.34'

N85°34'42"E 1747.90'

S01°28'53"W 261.38'

N85°34'42"E 858.16'

S85°34'42"W 2041.55'

REFERENCE POINT A

60' INGRESS/EGRESS EASEMENT
(ORB 2621, P 420)

SOUTHEAST
CORNER
TRACT "A"
PB 103, P 108

SEE DETAIL "B"
(SHEET 6 OF 6)

N85°39'07"W



SCALE: 1" = 600'

NORTH LINE OF SECTION 5

NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 41 EAST

31
6
5
262
200

SFWMD C-18 CANAL

200
31
5

12' FPL
EASEMENT
(ORB 1137,
P 344)

SOUTH RIGHT OF WAY LINE
SFWMD C-18 CANAL
PER ORB 1097, P 261

NORTH LINE OF TRACT "A"
PB 103, P 108

N89°42'32"E
260.47'

NE CORNER OF
TRACT "A"
PB 103, P 108

N 916928.063
E 894918.890

WEST 1/2 OF SECTION 5
TOWNSHIP 42 SOUTH
RANGE 41 EAST

TRACT "A"
PALM BEACH COUNTY
BIOTECHNOLOGY RESEARCH PARK
PLAT BOOK 103, PAGES 108 - 110

CENTERLINE OF
50' UTILITY EASEMENT
PER ORB 21666, P 904

LEGEND

NPBCWCD = NORTHERN PALM BEACH COUNTY
WATER CONTROL DISTRICT
SFWMD = SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
ITWCD = INDIAN TRAILS WATER
CONTROL DISTRICT
WUD = WATER UTILITIES DEPARTMENT
P.I. = POINT OF INTERSECTION
ORB = OFFICIAL RECORD BOOK
P.C. = POINT OF CURVATURE
P.B.CO. = PALM BEACH COUNTY
P.T. = POINT OF TANGENCY
RPB = ROAD PLAT BOOK
CH.BRNG. = CHORD BEARING
R = RADIUS
Δ = DELTA ANGLE OF CURVE
CH = CHORD
R/W = RIGHT-OF-WAY
PB = PLAT BOOK
P = PAGE

N03°10'01"E 5686.65'

S03°10'01"W 5698.54'

EAST LINE OF THE
WEST 1/2 OF SECTION 5

EAST LINE OF TRACT "A"
PB 103, P 108

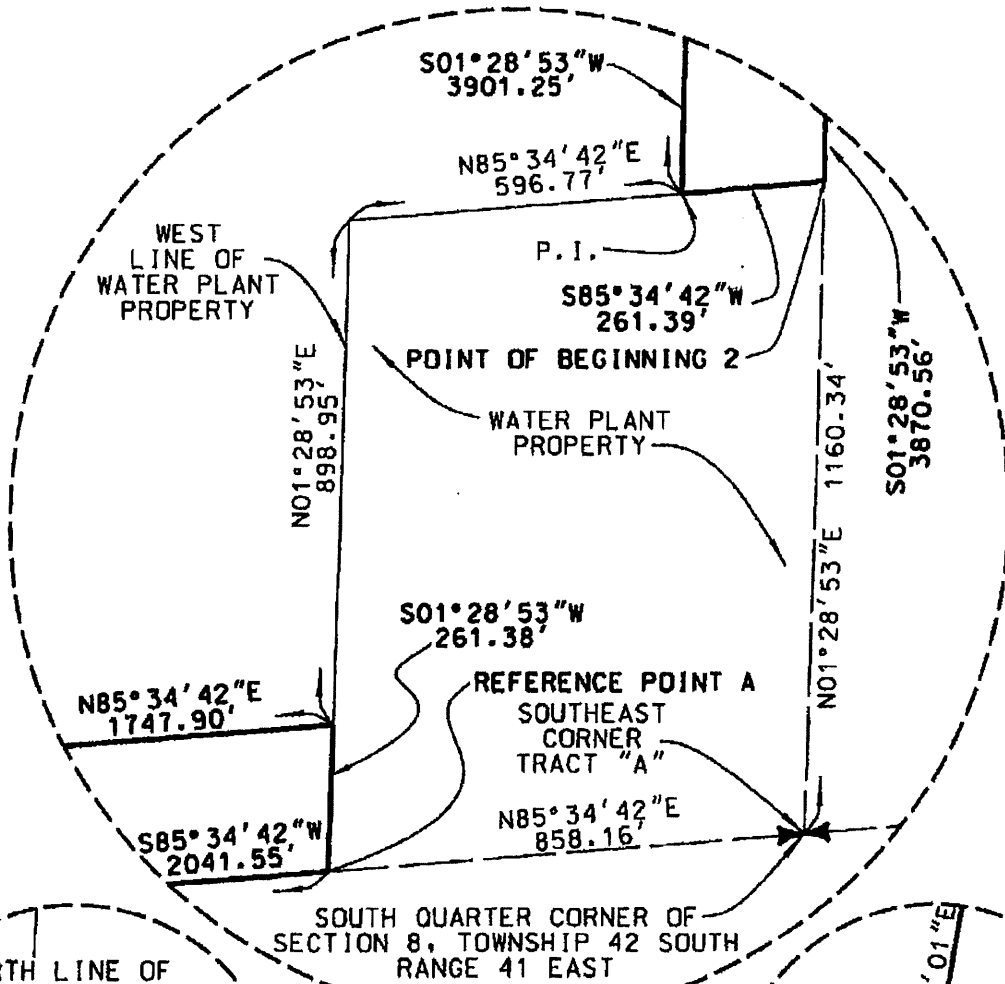
SECTION LINE

MATCH LINE (SEE SHEET 4 OF 6)

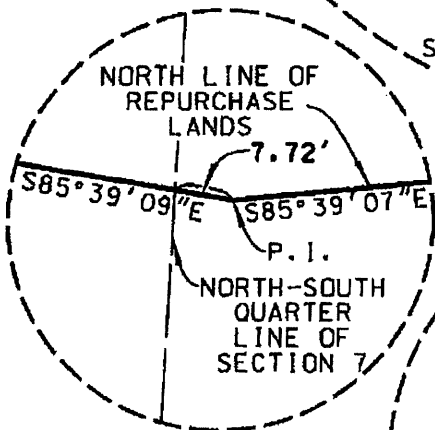
HN



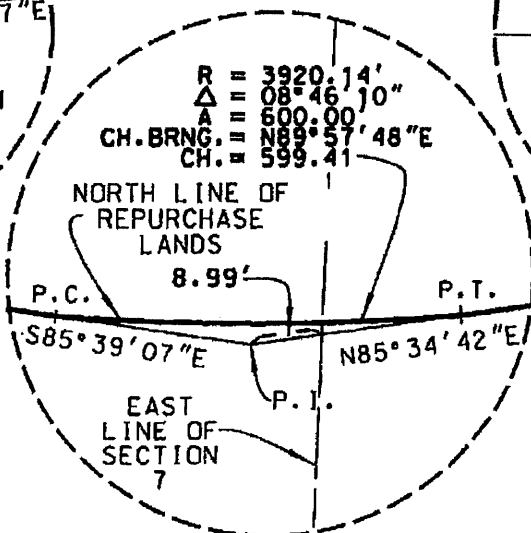
NOT TO
SCALE



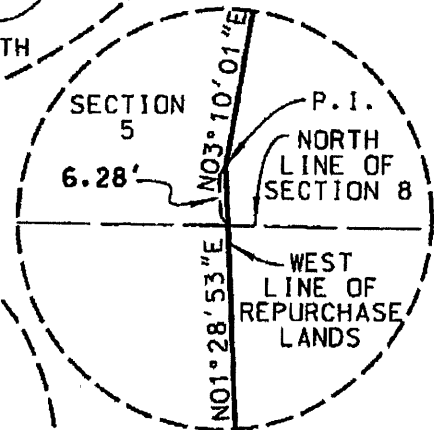
DETAIL "D"



DETAIL "A"



DETAIL "B"



DETAIL "C"