

WUD 15-058 WTP11 Production Well No.11

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00D38715 MODIFICATION NUMBER: 0 PROGRAM CODE: XP	DATE OF AWARD 06/09/2016
		TYPE OF ACTION New	MAILING DATE 06/16/2016
		PAYMENT METHOD: Reimbursement	ACH# 40836
RECIPIENT TYPE: County		Send Payment Request to: Stacey Bouma, Water Protection Division, 404 562-9392	
RECIPIENT: Palm Beach Co. Government 301 N. Olive Ave. West Palm Beach, FL 33401 EIN: 59-6000785		PAYEE: Palm Beach County Government 301 N. Olive Ave. West Palm Beach, FL 33401	
PROJECT MANAGER Maurice Tobon 8100 Forest Hill Blvd West Palm Beach, FL 33413 E-Mail: mtobon@pbcwater.com Phone: 561-493-6000	EPA PROJECT OFFICER Thomas Cooney 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: cooney.thomas@epa.gov Phone: 404-562-9881	EPA GRANT SPECIALIST Sharonita Johnson Grants and Audit Management Section E-Mail: johnson.sharonita@epa.gov Phone: 404-562-8311	
PROJECT TITLE AND DESCRIPTION Congressionally Mandated Projects This action approves an award in the amount of \$485,000 to the Palm Beach County Government, Water Utilities Department, Lake Region Water Treatment Plant. The project includes the installation of one new supply well, including submersible well pump with motor, column pipe, wellhead facilities, above ground and buried raw water piping, electrical power feed with variable frequency drive, instrumentation, concrete pad, and above ground site facilities for one new Upper Floridian aquifer production well-11. Production well -11 will provide an additional raw water supply to the Lake Region Water Treatment Plant. The proposed project is located in the Everglades Watershed, Hydrologic Unit Code 03090202. A Categorical Exclusion was issued for this project on March 23, 2016.			
BUDGET PERIOD 03/01/2016 - 04/01/2018	PROJECT PERIOD 03/01/2016 - 04/01/2018	TOTAL BUDGET PERIOD COST \$1,806,182.00	TOTAL PROJECT PERIOD COST \$1,806,182.00
NOTICE OF AWARD			
Based on your Application dated 07/27/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$485,000. EPA agrees to cost-share 27.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$485,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer			DATE 06/09/2016

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 485,000	\$ 485,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 1,321,182	\$ 1,321,182
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 0	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,806,182	\$ 1,806,182

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	FY 2009 Omnibus Appropriations Act (PL 111-8)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1604VX6050	15	E5C	04V0HKS	201B51	4183			485,000
									485,000

Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$0
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$1,806,182
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$1,806,182
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$1,806,182
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip 73.00% Fed 27.00%)	\$1,806,182
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$485,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$0
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>0.00</u> %.)	\$0
12. Total Approved Assistance Amount	\$
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$485,000
15. Total EPA Amount Awarded To Date	\$485,000

Administrative Conditions

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>.

These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/grants/grant-terms-and-conditions>

The applicable terms and conditions below are in addition to the general terms and conditions noted above:

2. ANNUAL FFR (INTERIM) PURSUANT TO 2 CFR 200.327

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days following the anniversary of the award date. The form is available on the internet at: <http://www2.epa.gov/financial/forms>.

The following reporting period end dates shall be used for interim annual reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final FFR to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: <http://www2.epa.gov/financial/forms>. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov or fax at 702-798-2423.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the DBE Coordinator with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:
R4epagrantsmbewbereporting@epa.gov
cc: johnson.sharonita@epa.gov
Attn: Sharonita Johnson

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** as follows:

MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9%; EQUIPMENT 9%
WBE: CONSTRUCTION 3%; SUPPLIES 3%; SERVICES 3%; EQUIPMENT 3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** .

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

4. PROCUREMENT FOR CONSTRUCTION

The cost of construction contracts procured in compliance with the General Procurement Standards (see 2 CFR 200.318 through 200.326) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any construction contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for construction in compliance with 2 CFR 200.318 through 200.326 and include the "EPA Supplemental General Conditions for Federally Assisted Construction Contracts" (enclosed) including Minority Business Enterprise and Women's Business Enterprise Goals in any bidding documents. The recipient also agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: invitations for bids, independent cost estimates, bid documents, disadvantaged business enterprise documentation, etc.

No payments may be made under this grant until EPA has reviewed the construction procurement documents for compliance with the procurement regulations.

5. PROCUREMENT FOR ENGINEERING AND OTHER PROFESSIONAL SERVICES

The costs of professional engineering and any other professional services contracts procured in compliance with the General Procurement Standards (see 2 CFR 200.318 through 200.326) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any engineering or other professional services contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for engineering and other professional services in compliance with 2 CFR 200.318 through 200.326. The recipient also agrees to submit to EPA for pre-award and/or post-award review procurement documents including, but not limited to: selection procedures, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost analyses, proposed contract documents, etc.

No payments may be made under this grant until EPA has received and reviewed the procurement documents for compliance with the procurement regulations.

6. PROVISIONS

The provisions of the memorandum titled "Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY 2009 Appropriations Act" dated July 27, 2009, is incorporated herein by reference.

Programmatic Conditions

1. The grantee agrees to follow procedures contained online at:
<http://www.epa.gov/grants/special-appropriation-act-projects>
2. The grantee shall follow the procurement requirements under 2 CFR 200.317 through 200.326 when procuring construction contracts including: assuring full and open competition; procuring by federally approved methods; performing a cost/price analysis; and ensuring contracts include MBE/WBE requirements, bonding requirements, compliance with federal, state and local laws, inclusion of 2 CFR 200.326 contract provisions, and subcontractor requirements.
3. The grantee agrees to obtain EPA Project Officer review and concurrence of plans and specifications for all construction contracts prior to the advertisement for bids.
4. The grantee shall notify the EPA Project Officer of any contract awards made as part of this grant and provide a copy to EPA if so requested.
5. In consultation with the EPA Project Officer, the grantee shall conduct a pre-construction conference for each construction contract awarded as part of this grant.
6. The grantee will assure the EPA that all land, easements, and rights-of-way necessary for the construction of the project have been obtained prior to initiating construction.
7. The grantee will obtain all necessary state and local permits, including a permit to construct from the appropriate state agency, coverage under the State's NPDES general permit for construction activities, and/or a Corps of Engineers Section 404 permit (if applicable), prior to initiating construction.
8. The grantee shall submit to the EPA Project Officer a semi-annual progress report beginning with the award of this grant and a final report pursuant to 2 CFR 200.328. These reports will consist of updated progress toward work objectives, problems encountered, actions taken to resolve problems and discussion of remaining tasks. This report may be as brief as one page, or for a grant for construction, an invoice of work performed during that time period, so long as all the requested information is provided. The items listed below should be addressed, as appropriate:

Semi-Annual Progress Report Outline
for
Special Appropriations Grants

Grant Number. _____

Grantee Name: _____

Project Name: _____

Grantee's Authorized Representative: _____

- a. What work was accomplished for this reporting quarter?
- b. What problems, if any, were encountered?
- c. If a problem was encountered, what action was taken to correct it?
- d. Is the project work on schedule?
 - (a) This reporting period?
 - (b) For the project?
- e. If the project is not on schedule, what is proposed for a revised schedule?
- f. Does the new schedule require a time extension?
- g. Is there a change in the Grantee's Authorized Representative or any of the key contacts?

9. The EPA, and its delegated representatives, shall have access to the project work site and project records at all times.

10. The grantee must get the approval of EPA to use of [grant funds to purchase land and/or easements] or [land as match] under this grant project. The grantee agrees to provide EPA a copy of the appraisal obtained in accordance with procedures established under 49 CFR § 24.103 and provide documentation of the required deed restriction (see condition no. 12).

11. The purchased land parcel(s) or land parcel(s) used as match will require the following deed restriction:

The [County/City] of [name and state], [purchased this land with federal funds/used this land as match] under a grant from the U.S. Environmental Protection Agency (EPA), grant no. _____. The [County/City] may only use this land, delineated on the attached boundary survey, as a [project description, e.g., storm water retention project], as described in EPA grant no. _____. The [County/City] will be responsible for maintaining this deed restriction in perpetuity. In the event the [County/City] of [name and state], wishes to change the use of the land from the identified grant purpose, the [County/City] must contact the EPA, Region 4, and request written instructions for disposition pursuant to applicable EPA grant regulations.

12. The grantee shall comply with the requirements of 49 CFR § Part 24, Uniform

Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, when acquiring land and/or permanent easements as part of this grant.

13. The grantee agrees to comply with 2 CFR 200.311, which addresses the use and disposal of real property acquired under a federal grant.

14. The grantee has to obtain EPA approval for pre-award costs occurring on or after October 1st in the year of the appropriations related to land acquisition costs including surveys, appraisals, options, associated administrative work, etc. for the project covered by this grant. The grantee agrees to submit copies of invoices, appraisals, etc. to EPA for review and approval of these pre-award costs.

15. The grantee agrees to comply with the applicable Cross-Cutting Federal Laws and Authorities listed as an attachment to this grant award document.

16. The grantee will submit its reimbursement request (SF271) and appropriate invoices to EPA to obtain reimbursement.

17. The grantee is encouraged to utilize environmentally preferable practices in the course of procuring goods and services under this grant. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect of human health and the environment. Consideration of environmentally preferable practices should be consistent with price, performance, availability, and safety conditions. Examples include:

- General construction: Adding ranking factors or contract language for construction contracts for the contractor to: adopt practices, reduce idling of construction equipment, use clean diesel fuels in construction equipment, install emissions retrofits equipment, repower construction equipment engines, etc. More information on environmentally preferable practices for construction projects can be found at: www.epa.gov/cleandiesel/sector-programs/construct-overview.htm, www.epa.gov/otaq/consumer.htm, and <http://www.epa.gov/cleandiesel/verification/verif-list.htm>.

- Construction of buildings: Adding ranking factors or contract language for the contractor to include green building techniques such as: designing for energy and water efficiency, using green building products, etc. More information on environmentally preferable practices for greener buildings can be found at: <http://www2.epa.gov/smart-growth/location-and-green-building> and <http://www.wbdg.org>

- Electronics equipment: Adding ranking factors or contract language for EnergyStar® features and EPEAT-registered electronics products when procuring electronics equipment. Also consider adding factors concerning buy-back or end-of-life programs that dispose of electronics in an environmentally safe manner. More information on preferable practices for electronics equipment can be found at:

<http://ww2.epeat.net/searchoptions.aspx>, <http://www.epa.gov/p2/pubs/pubs.htm>
(Document Title: WasteWise Update (Issue #14) - Electronics Reuse and Recycling, Document # 530N00007), and
<http://www.epa.gov/epawaste/conserves/materials/ecycling/donate.htm>.

- A/E Services and Construction Services: Adding a ranking factor or contract language that gives preference to firms that have an environmental management system (EMS) in-place demonstrating their commitment to improving the environment through their place of work. More information on EMS can be found at: www.epa.gov/ems.

Grantees will report any environmentally preferable practices undertaken in the semi-annual progress reports. The information reported will be used to track EPA's progress in reducing our environmental impacts.

18. The grantee is encouraged to improve the environmental performance of their water and wastewater facilities by developing an environmental management system (EMS). More information specific to implementing an EMS for water, wastewater, and biosolids facilities can be found at: <http://www.epa.gov/ems/implement.html>.

19. The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at:
http://www.epa.gov/ogd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf.

If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Instructions for contacting OPA is available at:
<http://www2.epa.gov/stylebook/using-epa-seal-and-logo>.

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.322, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that

the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

20. Cybersecurity Grant Condition for Other Recipients Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

21. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

ATTACHMENT 3

This Amendment was prepared by:
Kathleen Pezone,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID#28937

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

MODIFICATION OF DEDICATION

DEDICATION NO. 25699

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA** ("Grantor") is by Section 253.03, Florida Statutes, authorized and empowered to modify restricted uses for certain lands under the terms and conditions set forth herein; and,

WHEREAS, Grantor dedicated to the **SCHOOL BOARD OF PALM BEACH COUNTY**, ("Grantee") certain lands more particularly described in Dedication No. 25699, dated November 5, 1976, recorded in Official Record Book 2605, Page 370, Public Records of Palm Beach County, Florida (the "Property"); and

WHEREAS, said Dedication No. 25699 restricts the use of the lands for public school purposes only ("Restriction"), and if the Property is used for any purposes other than public school purposes, the title to the Property shall automatically and immediately revert to Grantor ("Reverter").

WHEREAS, Palm Beach County, a political subdivision of the State of Florida ("County"), requires various easements over, across and through a portion (collectively, the "Utility Property") of the Property described in Deed No. 25699, which portion is more particularly described in Exhibits "A" - "F", for a raw water well, a raw water main line a buffer and temporary construction easement and access to said easements, to be used to draw and transport water to serve area residents (collectively, the "Easements");

WHEREAS, the Utility Property and Easements are more particularly described in the following exhibits: **Exhibit "A"** Raw Water Well Easement; **Exhibit "B"** Raw Water Main Easement; **Exhibit "C"** Buffer Easement; **Exhibit "D"** Temporary Construction Easement; **Exhibit "E"** Access Easement; **Exhibit "F"** Aerial Easement Overlay, attached hereto and by reference made a part hereof; and

WHEREAS, Grantor and Grantee have no objection to the location of the Easements within the Utility Property; and

WHEREAS, Grantor and Grantee would like to modify the Dedication to allow the Property to also be used for the Easements.

NOW THEREFORE, IT IS HEREBY COVENANTED AND AGREED:

1. The Restriction and Reverter contained in Dedication No. 25699 are hereby amended as follows:
 - a. In addition to using the Property for public school purposes, the Utility Property may also be used for the Easements, so long as such use does not materially interfere with the primary use of the Property for public school purposes.
 - b. The Reverter shall not be triggered as a result of the Easements within the Utility Property.
2. Except as expressly modified hereby, the terms of the Dedication No. 25699 shall remain unchanged in each and every respect and in full force and effect, and the same are hereby ratified, approved and confirmed by Grantor and Grantee as of the date of this Modification of Dedication.

3. The terms of this Modification of Dedication shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: *Cheryl C. McCall* (SEAL)
Cheryl C. McCall, Chief, Bureau of Public Lands Administration, Division of State Lands, State of Florida Department of Environmental Protection. As agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Dave Fewell
Witness
DAVE FEWELL
Print/Type Witness Name
Ruby C. Criffen
Witness
Ruby C. Criffen
Print/Type Witness Name

GRANTOR

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 28th day of OCTOBER, 2016, by Cheryl C. McCall, as Chief, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.

(SEAL)

David Lee Fewell
Notary Public, State of Florida

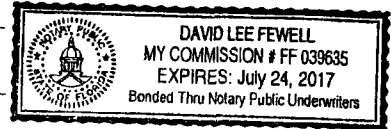
Approved Subject to Proper Execution

By: *Kacuta* 09/01/2016
DEP Attorney Date

Print/Type Notary Name

Commission Number: _____

My Commission Expires: _____



Grantee hereby consents to all the terms and conditions contained herein.

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: *Chuck Shaw* (SEAL)
Chuck Shaw, Chairman

Attest: _____
By: *Robert M. Avossa*
Robert M. Avossa, Ed D., Superintendent

Nancy Villarreal
Witness
NANCY VILLARREAL
Print/Type Witness Name
Diane Underwood
Witness
Diane Underwood
Print/Type Witness Name

GRANTEE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 17 day of October, 2016, by Chuck Shaw, Chairman, and Robert M. Avossa, Superintendent, of the School Board of Palm Beach County, Florida. They are personally known to me.

(SEAL)

Nancy Villarreal
Notary Public, State of Florida

NANCY VILLARREAL
Printed/Typed/Stamped Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Blair Littlejohn*
Digitally signed by Blair Littlejohn
Date: 2016.09.07 15:48:41 -0400
School Board Attorney

Commission Expires: Nancy J. Villarreal
Commission #EE851207
Expires: Jan. 06, 2017
BONDED THRU
AAA NOTARY & SURETY BONDS

EXHIBIT " A "

RAW WATER WELL EASEMENT

DESCRIPTION:

A 60.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.F.F. DEDICATION NO. 25699 AS RECORDED IN OFFICIAL RECORD BOOK 2605, PAGE 370 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°58'45" EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19, A DISTANCE OF 1268.36 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19 AND THE POINT OF BEGINNING; THENCE NORTH 00°14'24" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID SOUTH LINE; THENCE NORTH 89°58'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 60.00 FEET TO A POINT BEING ON A LINE LYING 10.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 19; THENCE SOUTH 00°14'24" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE SOUTH 89°58'45" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA.

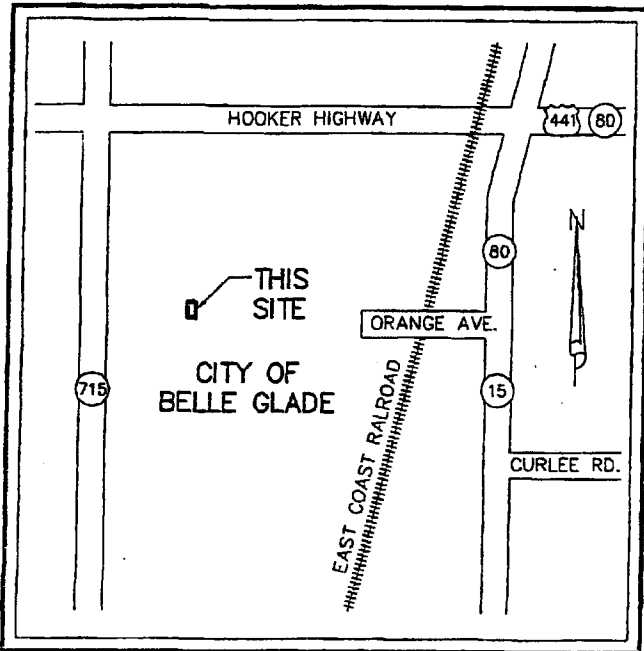
CONTAINING 6,000 SQUARE FEET OR 0.138 ACRES MORE OR LESS.

ESM APPROVED
 BY [Signature]
 DATE May 18, 2016

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD3	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

12/18/14
David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

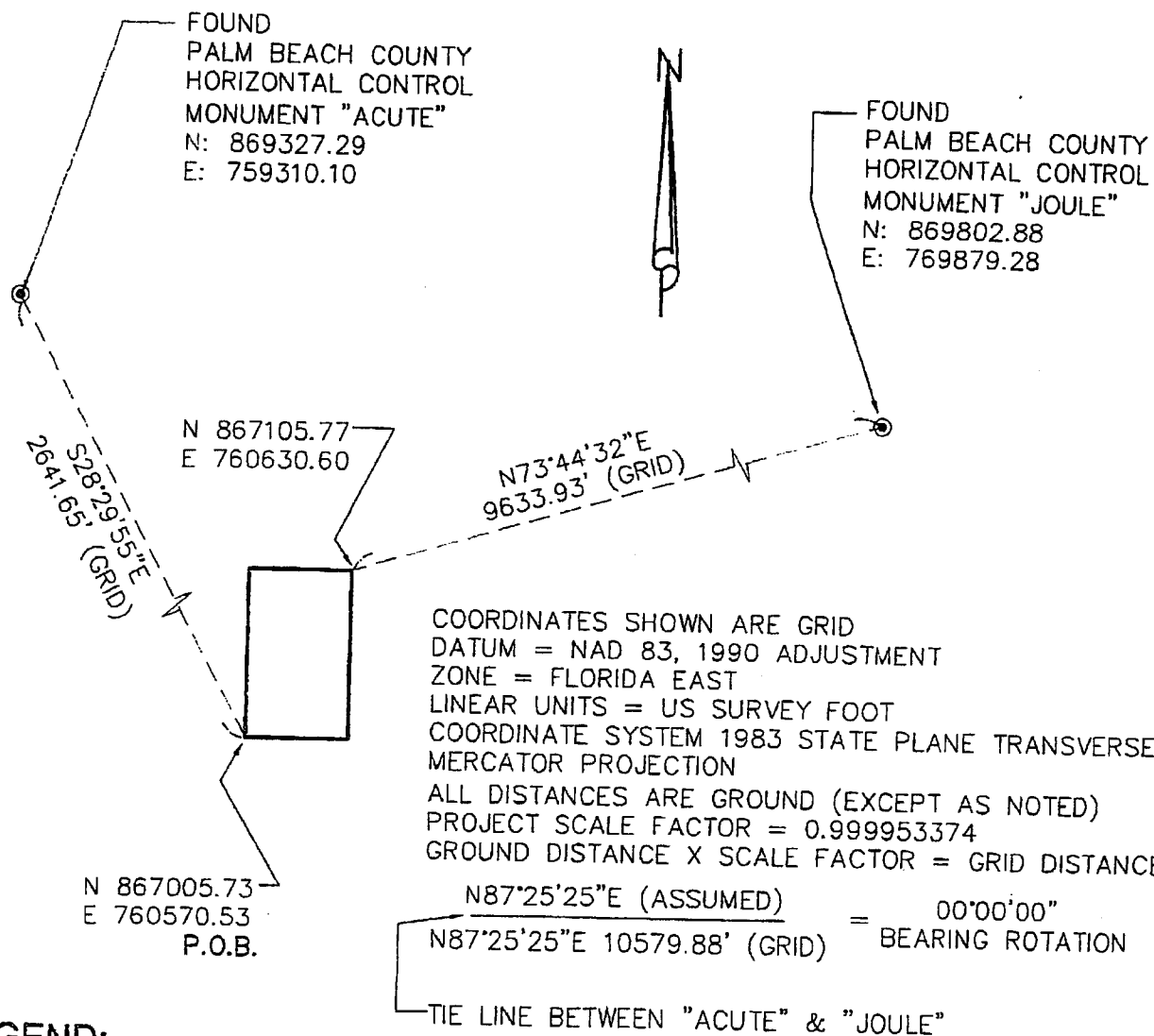
1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENTS "ACUTE" AND "JOULE". SAID LINE HAVING A GRID BEARING OF NORTH 87°25'25" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. ALL OF THOSE CERTAIN SURVEY RELATED ITEMS (NONE) AS THEY APPEAR IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY SOUTHEAST GUARANTY & TITLE, INC., FILE NO.: 201502007, EFFECTIVE DATE: FEBRUARY 1, 2015 AT 8:00 AM, HAVE BEEN SHOWN HEREON, EITHER GRAPHICALLY OR BY NOTE.
6. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD3	SHEET: 2 OF 5

K:\2013 Jobs\13-041\dwg\13-081-11 SD3.dwg 12/22/2014 10:20:27 AM EST



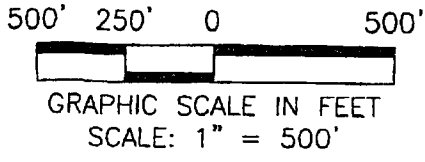
LEGEND:

- FND. = FOUND
- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- P.C.N. = PARCEL CONTROL NUMBER
- T.I.F.F. = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
- ± = MORE OR LESS

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

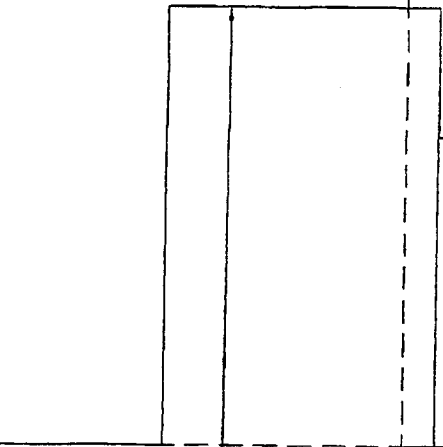
SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: NTS	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD3	SHEET: 3 OF 5



13 18
24 19

WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
RANGE 37E (CALCULATED POSITION)
POINT OF COMMENCEMENT
N: 867005.16 E: 759302.23



WEST LINE OF T.I.F.F.
DEED NUMBER 31225
O.R.B. 16946, PG. 529,
P.B.C.R.

NW 1/4
SECTION 19, TOWNSHIP
43S, RANGE 37E

T.I.F.F. DEDICATION
NUMBER 25699 O.R.B.
2605, PG. 370,
P.B.C.R.

EAST LINE OF THE SW
1/4 OF THE NW 1/4 OF
SECTION 19, TOWNSHIP
43S, RANGE 37E

P.O.B.

DESCRIBED AREA
(6,000 SQUARE FEET OR
0.138 ACRES ±)

N89°58'45"E 1268.36'

SOUTH LINE OF THE NW 1/4 OF
SECTION 19, TOWNSHIP 43S, RANGE
37E

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

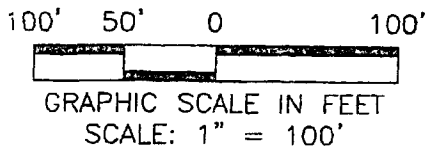
DRAWN: RRM	SCALE: 1"=500'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD3	SHEET: 4 OF 5

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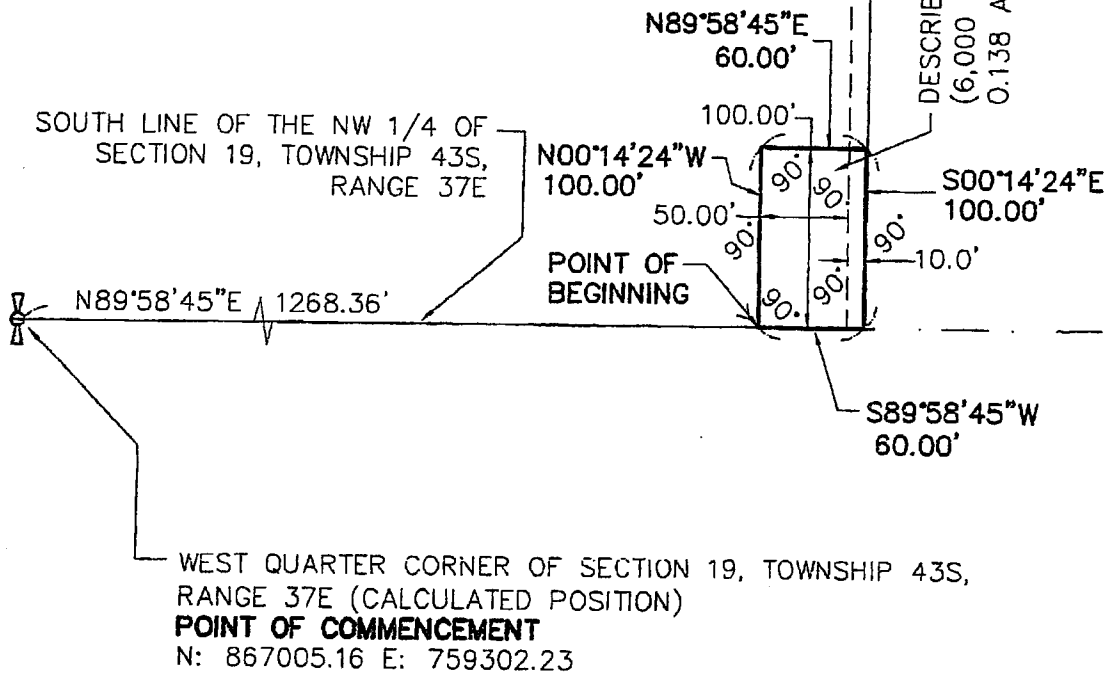


P.C.N. 00374319000003050
 T.I.F.F. DEDICATION NUMBER 25699
 O.R.B. 2605, PG. 370, P.B.C.R.

EAST LINE OF THE SW 1/4 OF
 THE NW 1/4 OF SECTION 19,
 TOWNSHIP 43S, RANGE 37E



P.C.N. 0037431900000304C



Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=100'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD3	SHEET: 5 OF 5

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EXHIBIT "B"

Raw Water Main Easement

DESCRIPTION:

A 30.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.F.F. DEDICATION NO. 25699 AS RECORDED IN OFFICIAL RECORD BOOK 2605, PAGE 370 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°58'45" EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19, A DISTANCE OF 1318.36 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHWEST ONE QUARTER (SW-1/4) OF THE NORTHWEST ONE QUARTER (NW-1/4) OF SAID SECTION 19; THENCE NORTH 00°14'24" WEST ALONG SAID EAST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'45" WEST, A DISTANCE OF 20.00 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE NORTH 00°14'24" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1250.47 FEET TO A POINT BEING ON A LINE LYING 30.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE NORTH 89°58'10" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 110.00 FEET TO THE WEST LINE OF T.I.F.F. DEED NUMBER 31225 AS RECORDED IN OFFICIAL RECORD BOOK 16946, PAGE 529 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°14'02" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT BEING ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE SOUTH 89°58'10" WEST ALONG SAID NORTH LINE, A DISTANCE OF 80.00 FEET TO A POINT BEING ON A LINE LYING 10.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE SOUTH 00°14'24" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1220.47 FEET; THENCE SOUTH 89°58'45" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 39,914 SQUARE FEET OR 0.916 ACRES MORE OR LESS.

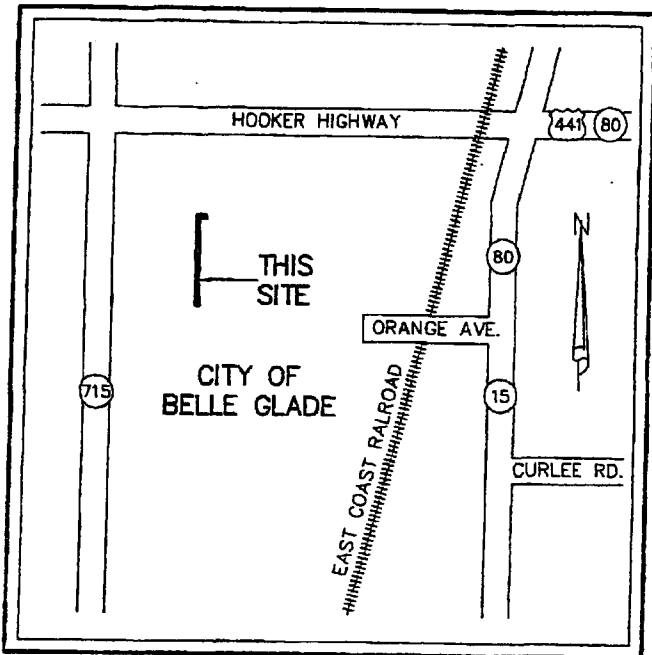
BSM APPROVED
 BY [Signature]
 DATE May 18, 2016

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SDJ	SHEET: 1 OF 6

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LOCATION MAP
NOT TO SCALE

12/18/14
David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENTS "ACUTE" AND "Joule". SAID LINE HAVING A GRID BEARING OF NORTH 87°25'25" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. ALL OF THOSE CERTAIN SURVEY RELATED ITEMS (NONE) AS THEY APPEAR IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY SOUTHEAST GUARANTY & TITLE, INC., FILE NO.: 201502007, EFFECTIVE DATE: FEBRUARY 1, 2015 AT 8:00 AM, HAVE BEEN SHOWN HEREON, EITHER GRAPHICALLY OR BY NOTE.
6. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD1	SHEET: 2 OF 6

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S52°54'52"E
1610.52' (GRID)

FOUND
PALM BEACH COUNTY
HORIZONTAL CONTROL
MONUMENT "ACUTE"
N: 869327.29
E: 759310.10

N: 868356.13
E: 760594.87



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 (EXCEPT AS NOTED)
PROJECT SCALE FACTOR = 0.999953374
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

N87°25'25"E (ASSUMED) = 00°00'00"
N87°25'25"E 10579.88' (GRID) = BEARING ROTATION

TIE LINE BETWEEN "ACUTE" & "JOULE"

P.O.B.
N: 867105.76
E: 760620.60

N73°45'32"E
9643.53' (GRID)

FOUND
PALM BEACH COUNTY
HORIZONTAL CONTROL
MONUMENT "JOULE"
N: 869802.88
E: 769879.28

LEGEND:

FND. = FOUND
NTS = NOT TO SCALE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PG. = PAGE
P.C.N. = PARCEL CONTROL NUMBER

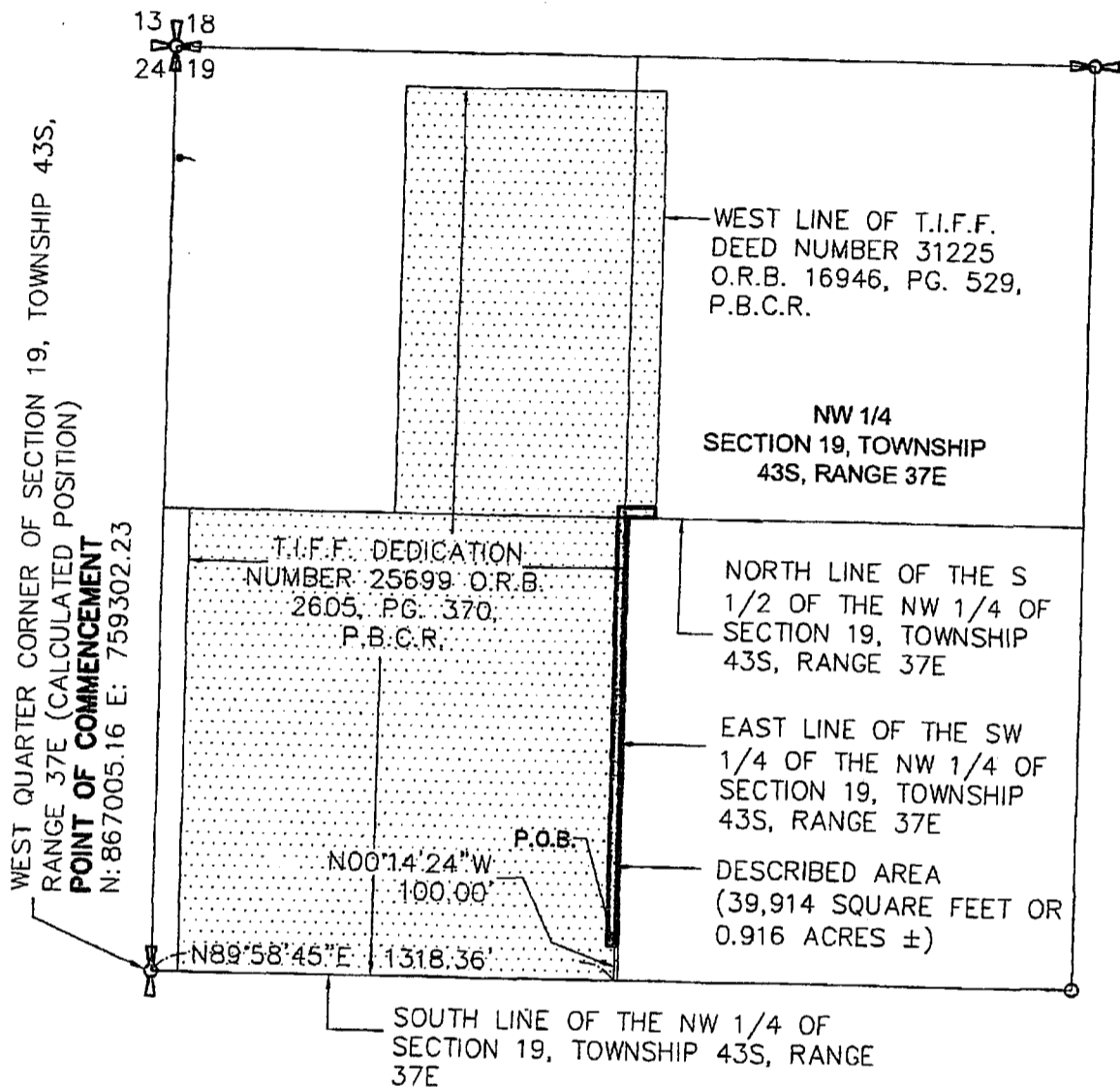
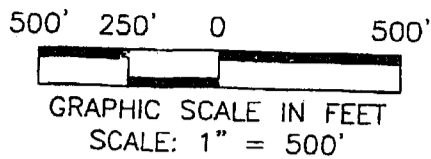
T.I.F.F. = BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA
± = MORE OR LESS

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: NTS	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD1	SHEET: 3 OF 6

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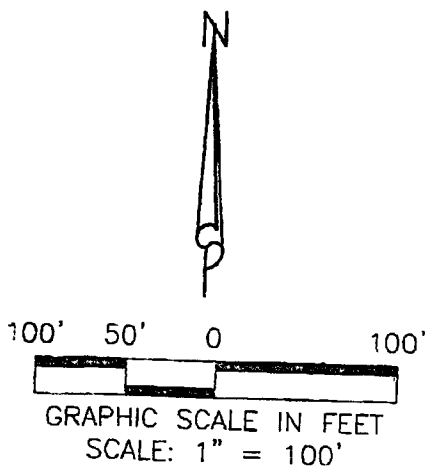


Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=500'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD1	SHEET: 4 OF 6

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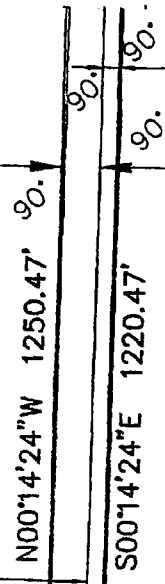


MATCHLINE (SEE SHEET 6)

P.C.N. 00374319000003050
 T.I.F.F. DEDICATION NUMBER
 25699 O.R.B. 2605, PG. 370,
 P.B.C.R.

P.C.N. 00374319000003040

EAST LINE OF THE SW 1/4 OF
 THE NW 1/4 OF SECTION 19,
 TOWNSHIP 43S, RANGE 37E
 EAST LINE OF T.I.F.F. DEDICATION
 NUMBER 25699 O.R.B. 2605, PG.
 370, P.B.C.R.



DESCRIBED AREA
 (39,914 SQUARE FEET OR
 0.916 ACRES ±)

S89°58'45"W
 20.00'

SOUTH LINE OF THE NW 1/4 OF
 SECTION 19, TOWNSHIP 43S,
 RANGE 37E

POINT OF
 BEGINNING
 N00°14'24"W
 100.00'

S89°58'45"W
 10.00'

N89°58'45"E 1318.36'

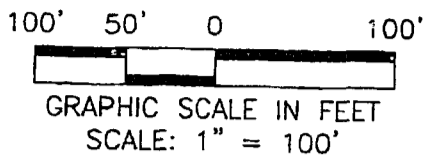
WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
 RANGE 37E (CALCULATED POSITION)
POINT OF COMMENCEMENT
 N: 867005.16 E: 759302.23

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=100'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD1	SHEET: 5 OF 6

K:\2013 jobs\13-041\dwg\13-081-11 SD1.dwg 12/19/2014 10:39:33 AM EST



N89°58'10"E
110.00'

NORTH LINE OF THE S 1/2 OF
THE NW 1/4 OF SECTION 19,
TOWNSHIP 43S, RANGE 37E

NORTH LINE OF THE SE
1/4 OF THE NW 1/4 OF
SECTION 19, TOWNSHIP
43S, RANGE 37E

P.C.N. 00374319000003050
T.I.F.F. DEDICATION NUMBER
25699 O.R.B. 2605, PG. 370,
P.B.C.R.

WEST LINE OF T.I.F.F.
DEED NUMBER 31225
O.R.B. 16946, PG. 529,
P.B.C.R.

P.C.N. 00374319000003040

EAST LINE OF THE SW 1/4 OF
THE NW 1/4 OF SECTION 19,
TOWNSHIP 43S, RANGE 37E

EAST LINE OF T.I.F.F. DEDICATION
NUMBER 25699 O.R.B. 2605, PG.
370, P.B.C.R.

DESCRIBED AREA
(39,914 SQUARE FEET OR
0.916 ACRES ±)

MATCHLINE (SEE SHEET 5)

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=30'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD1	SHEET: 6 OF 6

K:\2013 Jobs\13-041\dwg\13-081-11 SD1.dwg 12/19/2014 10:39:33 AM EST

EXHIBIT "C"
Buffer Easement

DESCRIPTION:

A PARCEL OF LAND LYING WITHIN A PORTION OF LAND AS DESCRIBED IN THAT CERTAIN T.I.F.F. DEDICATION NO. 25699 AS RECORDED IN OFFICIAL RECORD BOOK 2605, PAGE 370 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°58'45" EAST (AS A BASIS OF BEARINGS), ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19, A DISTANCE OF 1194.82 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 68°59'15" EAST FROM SAID POINT; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 134°22'49, FOR A DISTANCE OF 234.54 FEET TO A POINT BEING ON A LINE LYING 10.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE SOUTH 00°14'24" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 127.61 FEET TO SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4); THENCE SOUTH 89°58'45" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 133.55 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 16,674 SQUARE FEET MORE OR LESS.

BSM APPROVED

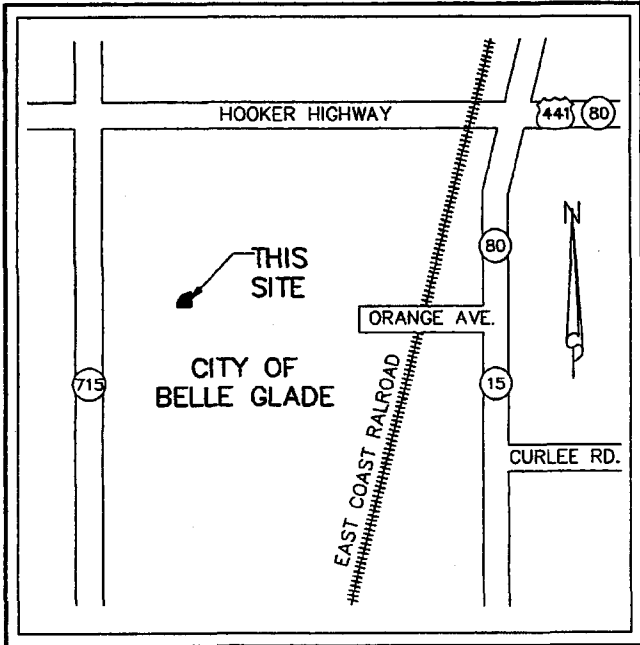
By: J.A. Date: 8/24/16

1	08/05/16	REVISE EASEMENT LOCATION	DAB
NO.	DATE	REVISIONS	BY

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 06/17/15
CHK: DAB	JOB# 13-081-11 SD4	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

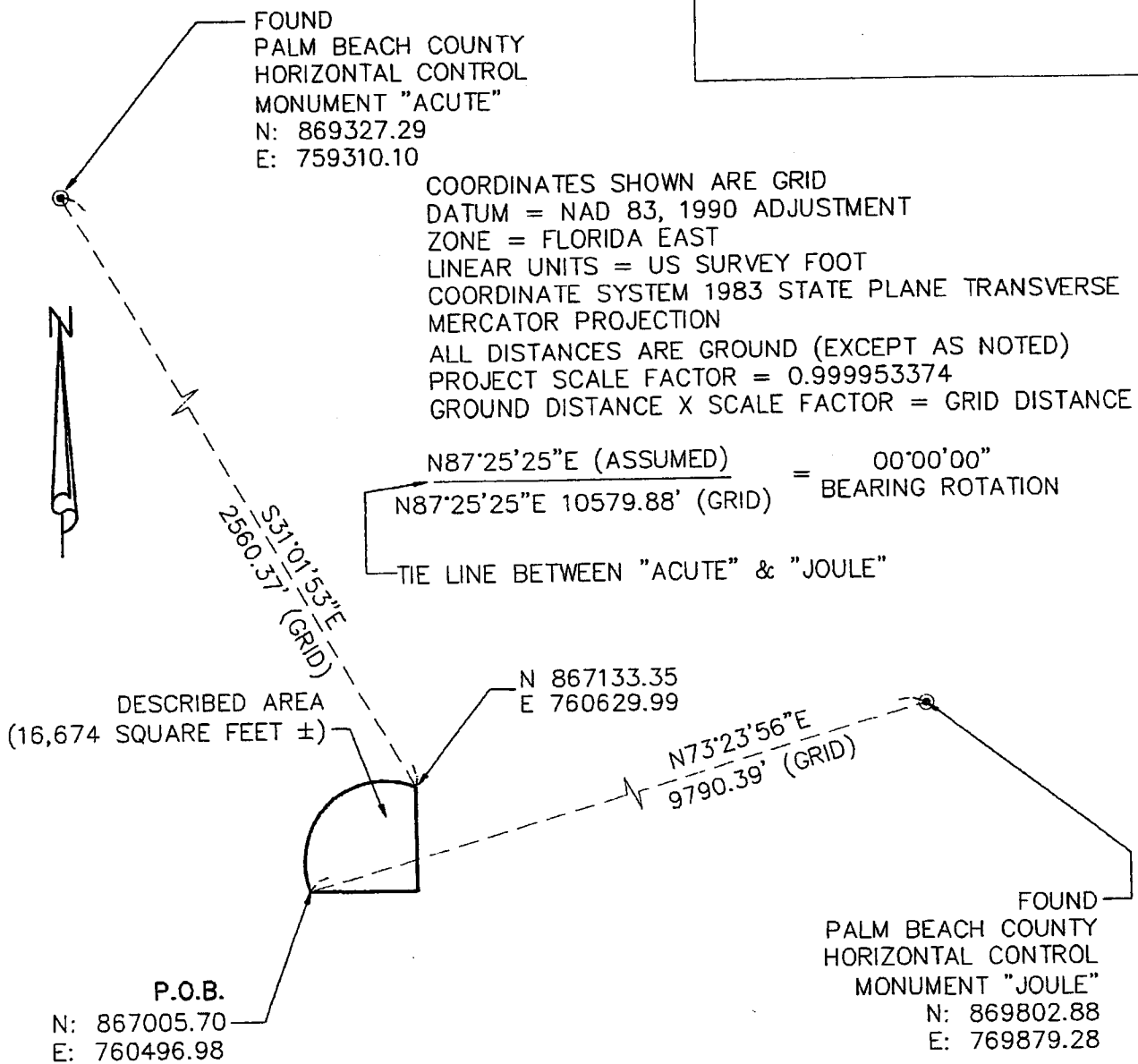
SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENTS "ACUTE" AND "JOULE". SAID LINE HAVING A GRID BEARING OF NORTH 87°25'25" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. ALL OF THOSE CERTAIN SURVEY RELATED ITEMS (NONE) AS THEY APPEAR IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY SOUTHEAST GUARANTY & TITLE, INC., FILE NO.: 201502007, EFFECTIVE DATE: FEBRUARY 1, 2015 AT 8:00 AM, HAVE BEEN SHOWN HEREON, EITHER GRAPHICALLY OR BY NOTE.
6. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: **PALM BEACH COUNTY WATER UTILITIES DEPARTMENT**

DRAWN: RRM	SCALE: N/A	DATE: 06/17/15
CHK: DAB	JOB# 13-081-11 SD4	SHEET: 2 OF 5



LEGEND:

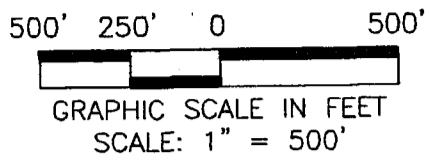
- | | |
|--------------------------------------|--|
| FND. = FOUND | P.O.B. = POINT OF BEGINNING |
| NTS = NOT TO SCALE | T.I.F.F. = BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA |
| O.R.B. = OFFICIAL RECORDS BOOK | ± = MORE OR LESS |
| P.B. = PLAT BOOK | |
| P.B.C.R. = PALM BEACH COUNTY RECORDS | |
| PG. = PAGE | |
| P.C.N. = PARCEL CONTROL NUMBER | |

Dennis J. Leavy & Associates, Inc.
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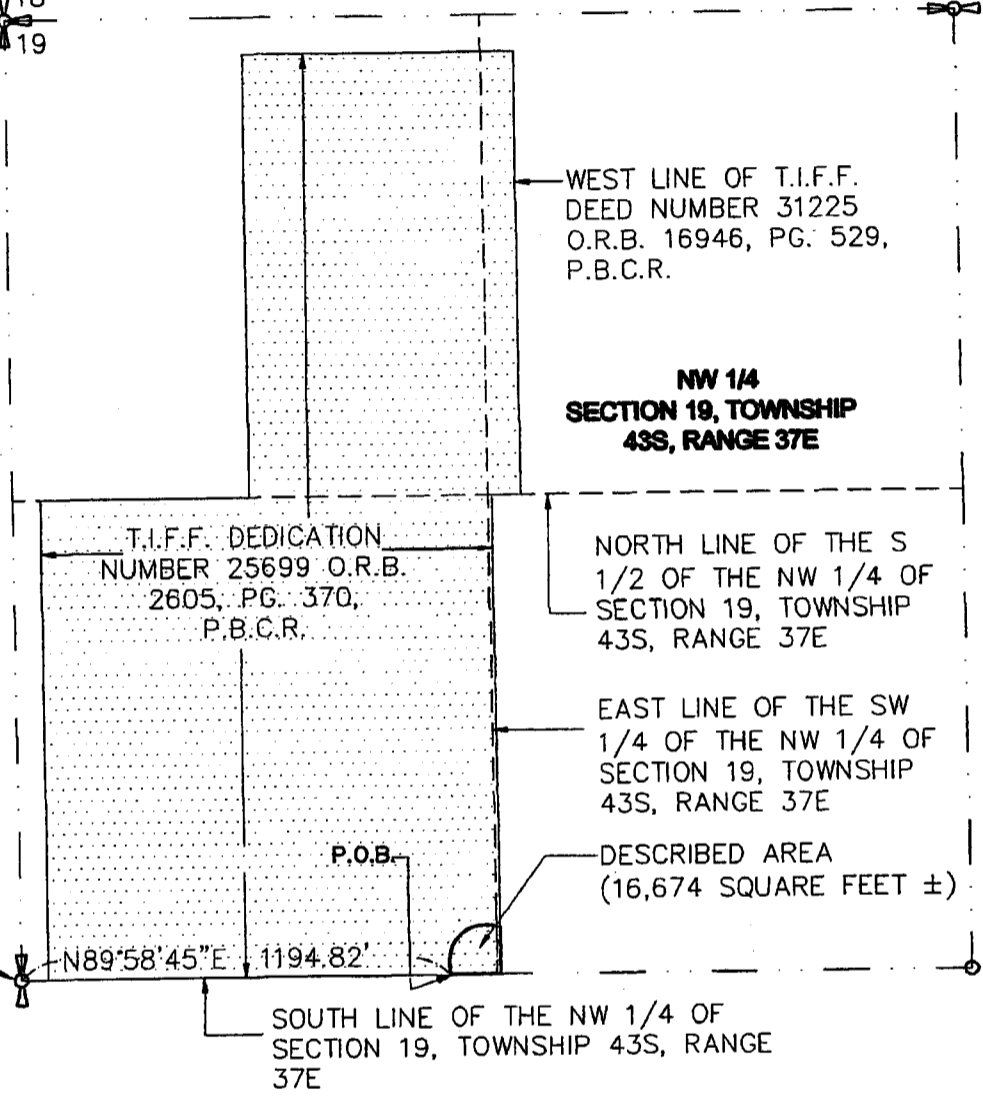
SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: NTS	DATE: 06/17/15
CHK: DAB	JOB# 13-081-11 SD4	SHEET: 3 OF 5



13 18
24 19

WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
RANGE 37E (CALCULATED POSITION)
POINT OF COMMENCEMENT
N: 867005.16 E: 759302.23



WEST LINE OF T.I.F.F.
DEED NUMBER 31225
O.R.B. 16946, PG. 529,
P.B.C.R.

**NW 1/4
SECTION 19, TOWNSHIP
43S, RANGE 37E**

NORTH LINE OF THE S
1/2 OF THE NW 1/4 OF
SECTION 19, TOWNSHIP
43S, RANGE 37E

EAST LINE OF THE SW
1/4 OF THE NW 1/4 OF
SECTION 19, TOWNSHIP
43S, RANGE 37E

DESCRIBED AREA
(16,674 SQUARE FEET ±)

T.I.F.F. DEDICATION
NUMBER 25699 O.R.B.
2605, PG. 370,
P.B.C.R.

P.O.B.

N89°58'45"E 1194.82'

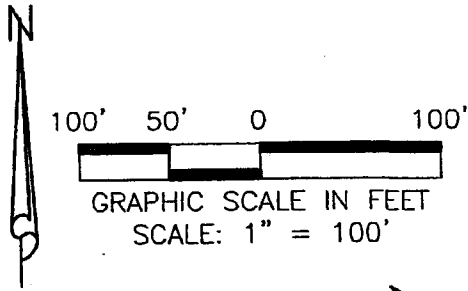
SOUTH LINE OF THE NW 1/4 OF
SECTION 19, TOWNSHIP 43S, RANGE
37E

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=500'	DATE: 06/17/15
CHK: DAB	JOB# 13-081-11 SD4	SHEET: 4 OF 5

13-081-11-SD4-17-06-15 12:42:30 PM EDT



P.C.N. 00374319000003050
 T.I.F.F. DEDICATION NUMBER
 25699 O.R.B. 2605, PG. 370,
 P.B.C.R.

EAST LINE OF THE SW 1/4 OF
 THE NW 1/4 OF SECTION 19,
 TOWNSHIP 43S, RANGE 37E

EAST LINE OF T.I.F.F. DEDICATION
 NUMBER 25699 O.R.B. 2605, PG.
 370, P.B.C.R.

R=100.00'
 D=134°22'49"
 L=234.54'

DESCRIBED AREA
 (16,674 SQUARE FEET OR ±)

SOUTH LINE OF THE NW 1/4 OF
 SECTION 19, TOWNSHIP 43S,
 RANGE 37E

(BASIS OF BEARINGS)
 N89°58'45"E
 1194.82'

N68°59'15"E
 (RADIAL)

S00°14'24"E
 127.61'

POINT OF BEGINNING
 S89°58'45"W
 133.55'

WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
 RANGE 37E (CALCULATED POSITION).

POINT OF COMMENCEMENT
 N: 867005.16 E: 759302.23

P.C.N. 00374319000007010

P.C.N. 00374319000003040

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=100'	DATE: 06/17/15
CHK: DAB	JOB# 13-081-11 SD4	SHEET: 5 OF 5

EXHIBIT "D"

Temporary Construction Easement

DESCRIPTION:

A 100.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.F.F. DEDICATION NO. 25699 AS RECORDED IN OFFICIAL RECORD BOOK 2605, PAGE 370 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°58'45" EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19, A DISTANCE OF 1228.36 FEET TO A POINT BEING ON A LINE LYING 90.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19 AND THE POINT OF BEGINNING; THENCE NORTH 00°14'24" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 200.00 FEET TO A POINT BEING ON A LINE LYING 200.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4); THENCE NORTH 89°58'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT BEING ON A LINE LYING 10.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4); THENCE SOUTH 00°14'24" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 200.00 FEET TO SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4); THENCE SOUTH 89°58'45" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE NORTHWEST ONE-QUARTER (NW-1/4) OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA.

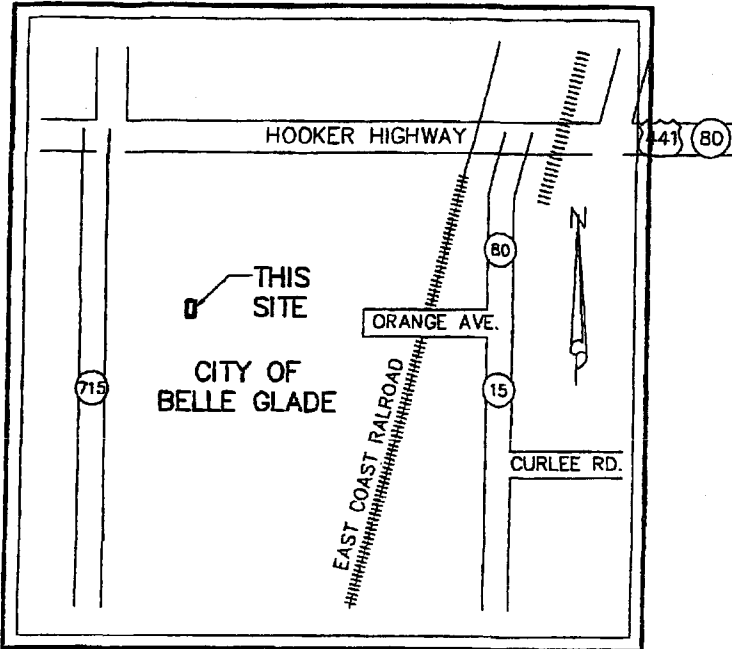
CONTAINING 20,000 SQUARE FEET OR 0.459 ACRES MORE OR LESS.

ESM APPROVED
 BY [Signature]
 DATE May 18, 2016

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD2	SHEET: 1 OF 5



LOCATION MAP
NOT TO SCALE

12/18/14
David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

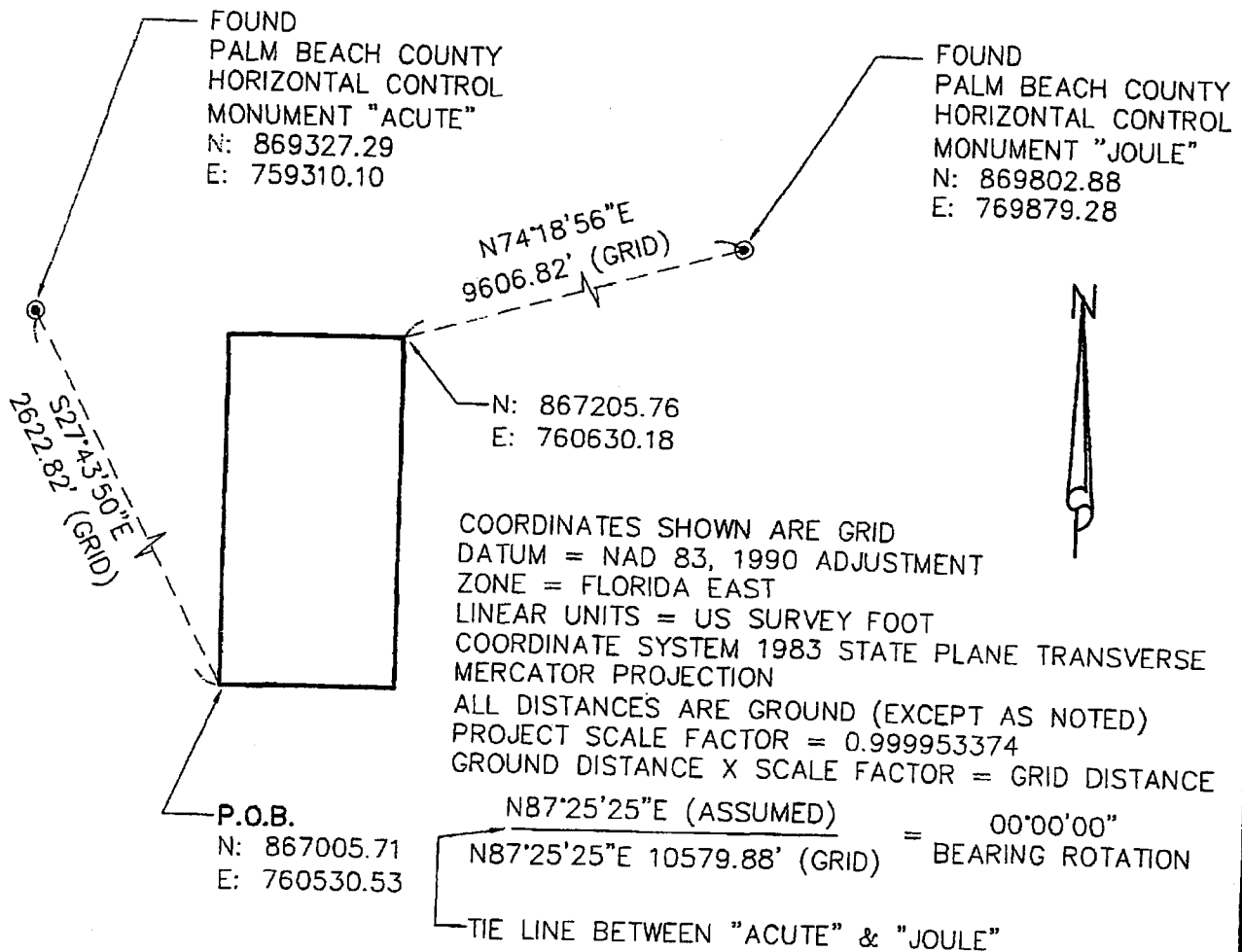
SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENTS "ACUTE" AND "Joule". SAID LINE HAVING A GRID BEARING OF NORTH 87°25'25" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. ALL OF THOSE CERTAIN SURVEY RELATED ITEMS (NONE) AS THEY APPEAR IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY SOUTHEAST GUARANTY & TITLE, INC., FILE NO.: 201502007, EFFECTIVE DATE: FEBRUARY 1, 2015 AT 8:00 AM, HAVE BEEN SHOWN HEREON, EITHER GRAPHICALLY OR BY NOTE.
6. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
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Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: N/A	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD2	SHEET: 2 OF 5



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 (EXCEPT AS NOTED)
 PROJECT SCALE FACTOR = 0.999953374
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

N87°25'25"E (ASSUMED) = 00°00'00"
 N87°25'25"E 10579.88' (GRID) = BEARING ROTATION
 TIE LINE BETWEEN "ACUTE" & "JOULE"

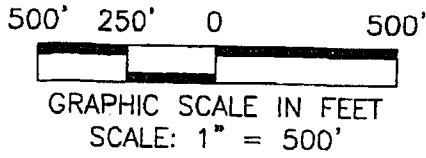
LEGEND:

- FND. = FOUND
- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- P.C.N. = PARCEL CONTROL NUMBER
- T.I.F.F. = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
- ± = MORE OR LESS

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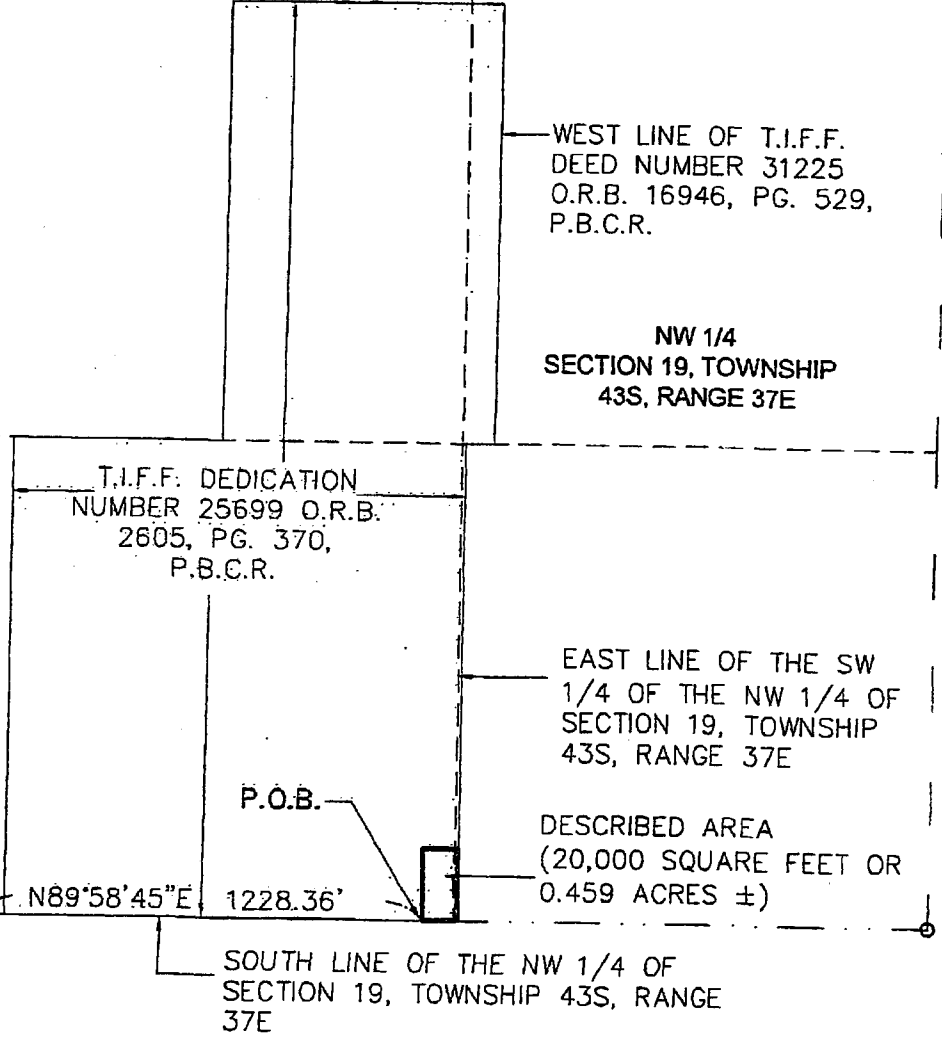
SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: NTS	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD2	SHEET: 3 OF 5



13 18
24 19

WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
RANGE 37E (CALCULATED POSITION)
POINT OF COMMENCEMENT
N: 867005.16 E: 759302.23



WEST LINE OF T.I.F.F.
DEED NUMBER 31225
O.R.B. 16946, PG. 529,
P.B.C.R.

NW 1/4
SECTION 19, TOWNSHIP
43S, RANGE 37E

T.I.F.F. DEDICATION
NUMBER 25699 O.R.B.
2605, PG. 370,
P.B.C.R.

EAST LINE OF THE SW
1/4 OF THE NW 1/4 OF
SECTION 19, TOWNSHIP
43S, RANGE 37E

P.O.B.

DESCRIBED AREA
(20,000 SQUARE FEET OR
0.459 ACRES ±)

N89°58'45"E 1228.36'

SOUTH LINE OF THE NW 1/4 OF
SECTION 19, TOWNSHIP 43S, RANGE
37E

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
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Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

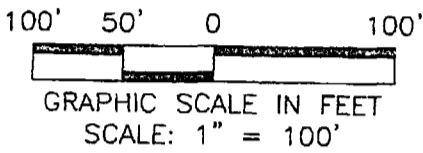
SKETCH & DESCRIPTION
For: PALM BEACH COUNTY WATER
UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=500'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD2	SHEET: 4 OF 5

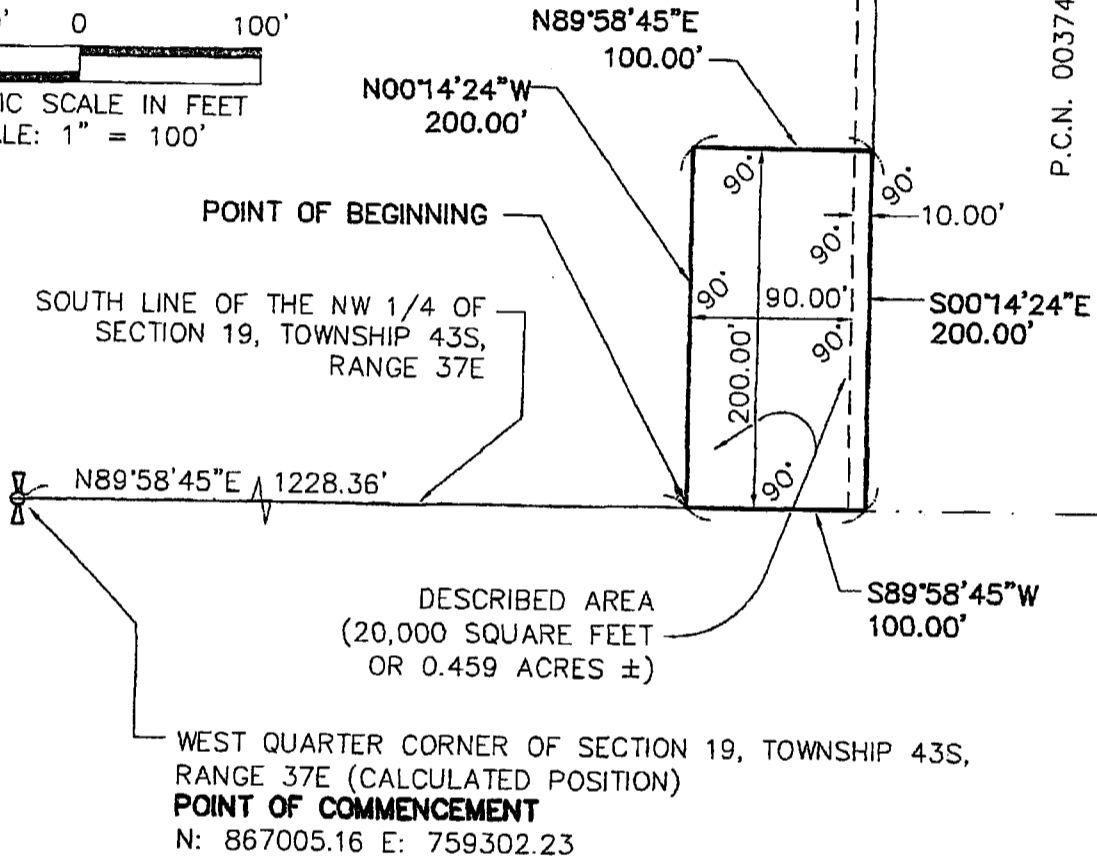


P.C.N. 00374319000003050
 T.I.F.F. DEDICATION NUMBER 25699
 O.R.B. 2605, PG. 370, P.B.C.R.
 EAST LINE OF THE SW 1/4 OF
 THE NW 1/4 OF SECTION 19,
 TOWNSHIP 43S, RANGE 37E

EAST LINE OF T.I.F.F. DEDICATION
 NUMBER 25699 O.R.B. 2605, PG.
 370, P.B.C.R.



P.C.N. 00374319000003040



DESCRIBED AREA
 (20,000 SQUARE FEET
 OR 0.459 ACRES ±)

WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
 RANGE 37E (CALCULATED POSITION)
POINT OF COMMENCEMENT
 N: 867005.16 E: 759302.23

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: RRM	SCALE: 1"=100'	DATE: 12/18/14
CHK: DAB	JOB# 13-081-11 SD2	SHEET: 5 OF 5

EXHIBIT "E" Access Easement

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DAVID A. BOWER
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. LS 5888

DESCRIPTION:

A 20.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE PARCEL OF LAND AS DESCRIBED IN THAT CERTAIN T.I.F.F. DEDICATION NO. 25699 AS RECORDED IN OFFICIAL RECORD BOOK 2605, PAGE 370 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°58'45" EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19, A DISTANCE OF 1274.82 FEET TO A POINT BEING ON A LINE LYING 43.55 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF THE NORTHWEST ONE-QUARTER (NW-1/4) OF SAID SECTION 19; THENCE NORTH 00°14'24" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°14'24" WEST, A DISTANCE OF 44.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°43'04", FOR A DISTANCE OF 38.71 FEET; THENCE NORTH 88°57'28" WEST, A DISTANCE OF 89.72 FEET; THENCE NORTH 01°14'57" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°57'28" EAST, A DISTANCE OF 89.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 88°43'04", FOR A DISTANCE OF 69.68 FEET; THENCE SOUTH 00°14'24" EAST, A DISTANCE OF 45.03 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW-1/4);

1	08/05/16	REVISE EASEMENT LOCATION	DAB
NO.	DATE	REVISIONS	BY

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

DRAWN: DAB	SCALE: N/A	DATE: 08/01/16
CHK: ASC	JOB# 13-081-11 SD6	SHEET: 1 OF 5

DESCRIPTION continued:

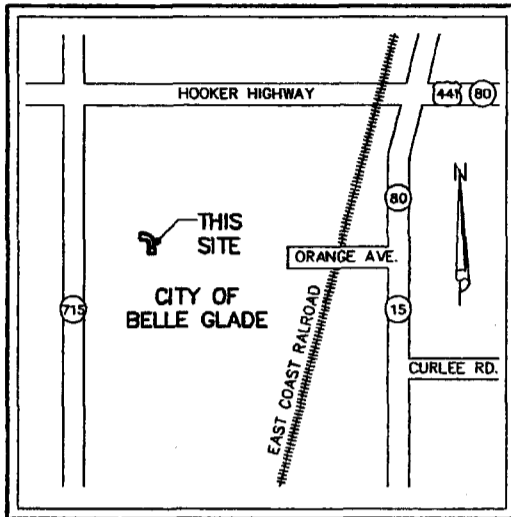
THENCE SOUTH 89°58'45" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA.

BSM APPROVED

CONTAINING 3,777 SQUARE FEET MORE OR LESS.

By: J.A. Date: 8/24/16



LOCATION MAP
NOT TO SCALE

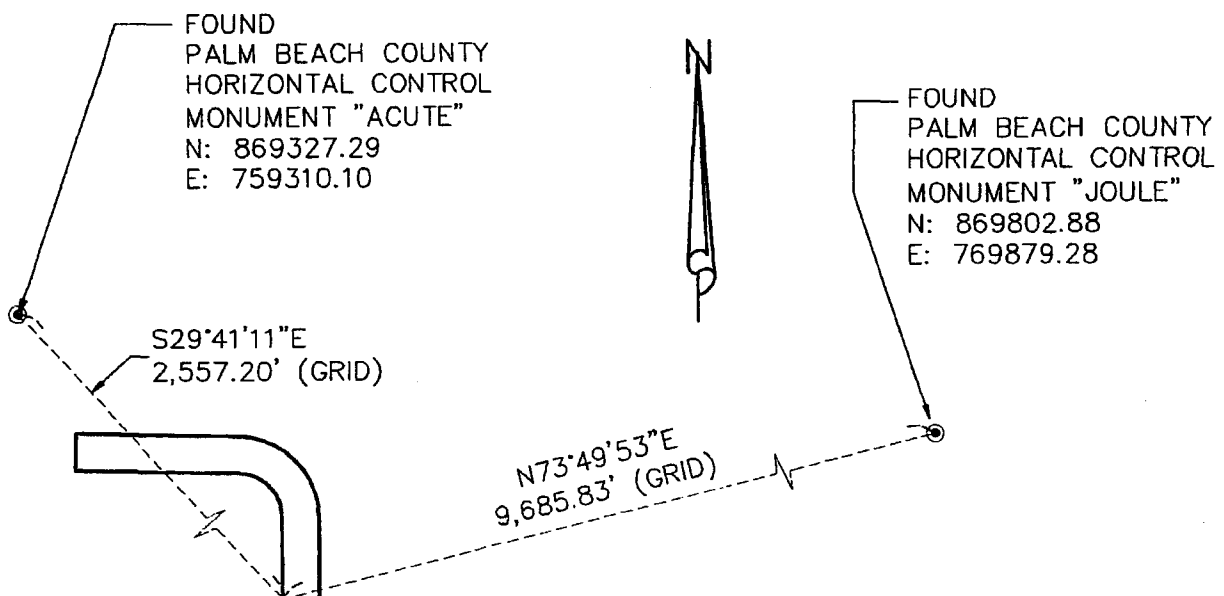
SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENTS "ACUTE" AND "JOULE". SAID LINE HAVING A GRID BEARING OF NORTH 87°25'25" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. ALL OF THOSE CERTAIN SURVEY RELATED ITEMS (NONE) AS THEY APPEAR IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY SOUTHEAST GUARANTY & TITLE, INC., FILE NO.: 201502007, EFFECTIVE DATE: FEBRUARY 1, 2015 AT 8:00 AM, HAVE BEEN SHOWN HEREON, EITHER GRAPHICALLY OR BY NOTE.
6. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: DAB	SCALE: N/A	DATE: 08/01/16
CHK: ASC	JOB# 13-081-11 SD6	SHEET: 2 OF 5



N 867105.73
E 760576.56
P.O.B.

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 (EXCEPT AS NOTED)
 PROJECT SCALE FACTOR = 0.999953374
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

N87°25'25"E (ASSUMED) = 00°00'00"
 N87°25'25"E 10579.88' (GRID) = BEARING ROTATION
 TIE LINE BETWEEN "ACUTE" & "JOULE"

LEGEND:

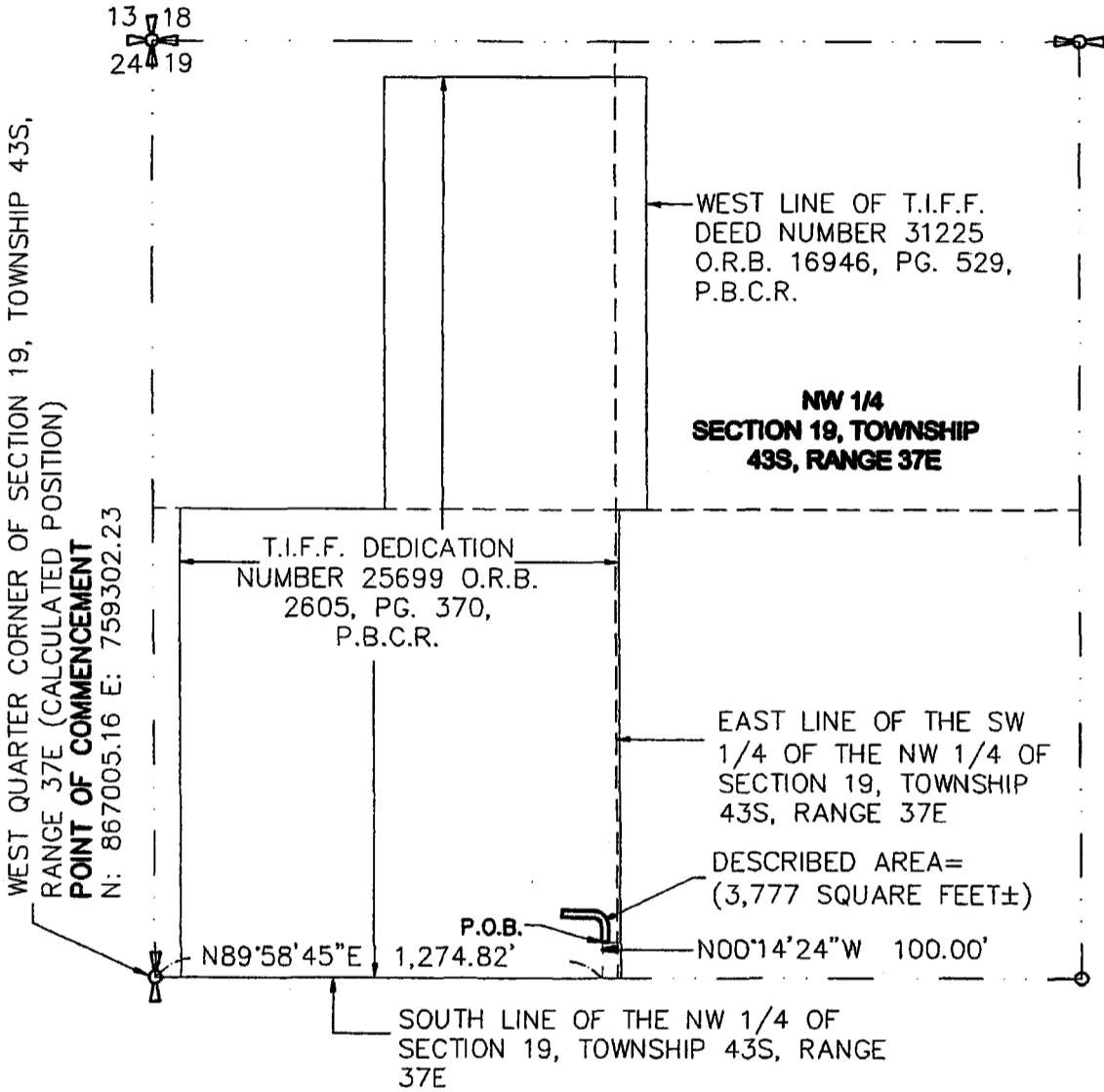
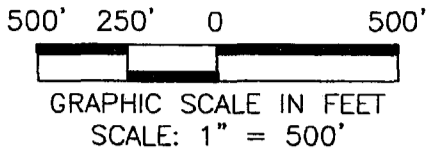
- D = CENTRAL ANGLE
- FND. = FOUND
- L = ARC LENGTH
- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- P.C.N. = PARCEL CONTROL NUMBER
- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- T.I.F.F. = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
- ± = MORE OR LESS

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

DRAWN: DAB	SCALE: NTS	DATE: 08/01/16
CHK: ASC	JOB# 13-081-11 SD6	SHEET: 3 OF 5

13-081-11-001-11 SD6 REV. 08/01/16 DESIGNED BY CRT



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: DAB	SCALE: 1"=500'	DATE: 08/01/16
CHK: ASC	JOB# 13-081-11 SD6	SHEET: 4 OF 5

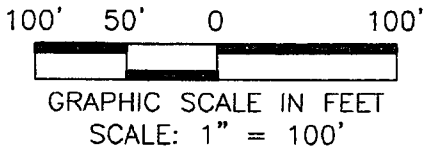
PL 2012 08-01-16 13-081-11 SD6 08/01/16 08:05 PM EDT



P.C.N. 00374319000003050
 T.I.F.F. DEDICATION NUMBER 25699
 O.R.B. 2605, PG. 370, P.B.C.R.

EAST LINE OF THE SW 1/4 OF
 THE NW 1/4 OF SECTION 19,
 TOWNSHIP 43S, RANGE 37E

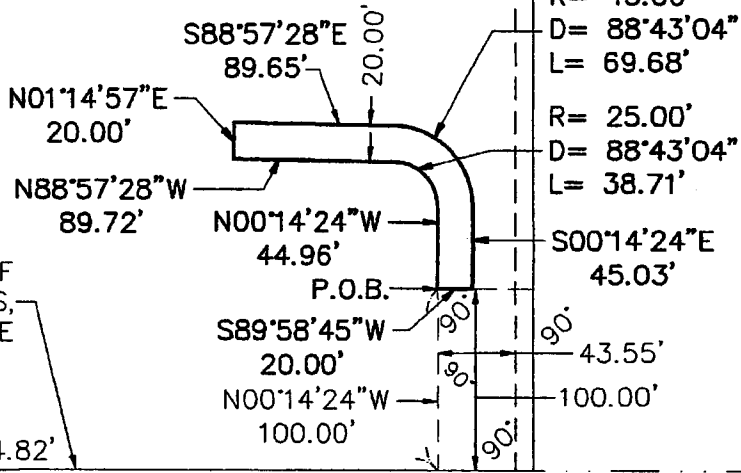
P.C.N. 00374319000003040



SOUTH LINE OF THE NW 1/4 OF
 SECTION 19, TOWNSHIP 43S,
 RANGE 37E

N89°58'45"E 1274.82'

WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 43S,
 RANGE 37E (CALCULATED POSITION)
POINT OF COMMENCEMENT
 N: 867005.16 E: 759302.23

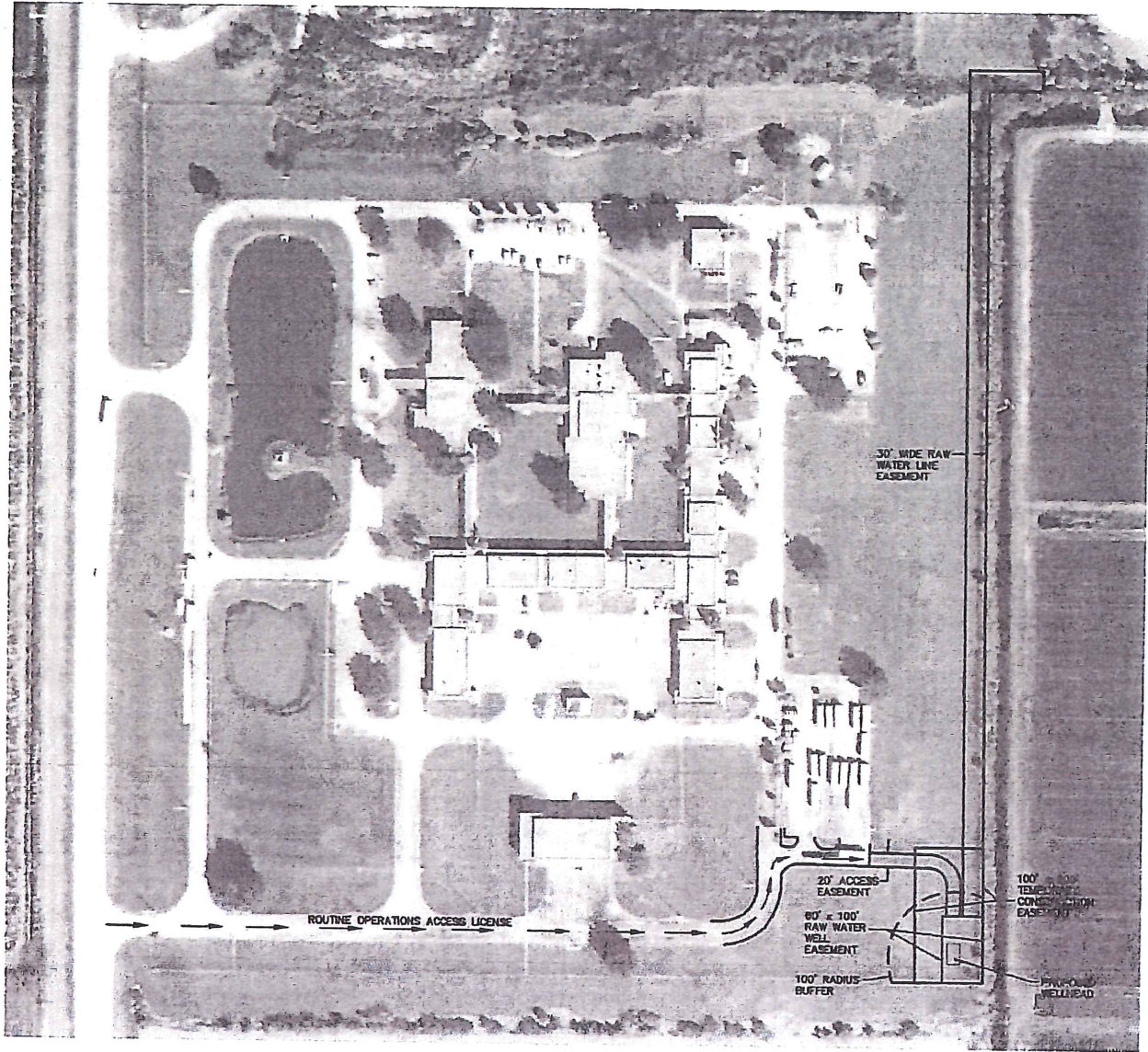


Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
 For: PALM BEACH COUNTY WATER
 UTILITIES DEPARTMENT

DRAWN: DAB	SCALE: 1"=100'	DATE: 08/01/16
CHK: ASC	JOB# 13-081-11 SD6	SHEET: 5 OF 5

EXHIBIT "F"



ATTACHMENT 4

Prepared by and Return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097
Attn:

EASEMENT

THIS EASEMENT, made and entered into this 21st day of Sept. 2016,
between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as
"Grantor", and PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida,
hereinafter referred to as "Grantee".

WHEREAS, certain property in Palm Beach County was dedicated to the use of Grantor in
perpetuity by the State of Florida Trustees of the Internal Improvement Trust Fund in Dedication
Number 25699, as recorded in the Official Records Book 2605 at Page 370 in the Public Records
of Palm Beach County, Florida, (the "Dedication Property"); and

WHEREAS, Dedication Number 25699 was modified on _____ to
permit the granting of easements over the Dedication Property; and

WHEREAS, Grantee desires five easement areas and a license area within the Dedication
Property, each of which are separately described herein below, for the following uses and
purposes:

1. Easement Area A (as described in Exhibit "A" hereof): A Raw Water Well Easement
(approximately 0.138 acres),
2. Easement Area B (as described in Exhibit "B" hereof): A Raw Water Main Easement
(approximately 0.916 acres),
3. Easement Area C (as described in Exhibit "C" hereof): A Buffer Easement
(approximately 0.383 acres),
4. Easement Area D (as described in Exhibit "D" hereof): A Temporary Construction
Easement (approximately 0.459 acres); and
5. Easement Area E (as described in Exhibit "E" hereof): An Access Road Easement
(approximately 0.087 acres); and
6. License Area "F" for routine operations access (as depicted on Exhibit "F" hereof).

WHEREAS, Grantee is willing to compensate Grantor for this Easement and Grantor is willing to grant this Easement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, Grantor, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto Grantee, a perpetual exclusive easement for Easement Area A, perpetual non-exclusive easements for Easement Area B, Easement Area C, and Easement Area E, a temporary non-exclusive easement for Easement Area D, and a non-exclusive, revocable license for License Area "F", in the following described real property, in Palm Beach County, Florida, to-wit:

(See Exhibits "A", "B", "C", "D", "E" and "F" attached hereto and incorporated herein by reference). (The above described easement areas and license area are collectively described herein as "Easement Areas" and individually described as "Easement Area A", "Easement Area B", "Easement Area C", "Easement Area D", Easement Area "E", and the license shall hereafter be referred to as the "License Area F").

The foregoing grant of easements and License is subject to the following terms and conditions:

1. **EFFECTIVE DATE:** This Easement is effective as of the date on which the last party executes the Agreement (such date, the "Effective Date").
2. **GRANT OF RIGHTS/USE AND MAINTENANCE:** Grantee's use of Easement Area A shall be limited to the use as defined and permitted above together with the right to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water wells, pumps, potable water lines and appurtenant equipment, utilities (including, but not limited to, underground electrical lines), fencing, and facilities to support Grantee's use of the Easement Areas together with the right of ingress and egress thereto over the Easement. The rights granted herein related to Easement Area A include the right to construct a grass-covered shell rock roadway for ingress and egress within Easement Area A and a paved turning area to allow vehicles entering into Easement Area A to turn around.

Grantee's use of Easement Area B shall be limited to the use as defined and permitted above together with the right to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, a raw water main and appurtenant utilities (including, but not limited to, underground electrical lines to provide power to the water well located in Easement Area A), equipment, fencing, and facilities to support Grantee's use of the

Easement Areas together with the right of ingress and egress thereto over the Easement Areas. The rights granted herein related to Easement Area B include the right to construct a grass-covered shell rock roadway for ingress and egress within Easement Area B.

Grantor shall be prohibited at all times within Easement Area C from mining; airport or railroad fueling or maintenance; animal feeding operations; concentrated aquatic animal production facilities; on-site sewage treatment and disposal systems; domestic wastewater collection, transmission, storage or treatment facilities; drainage or injection wells; oil or gas production wells; fertilizer storage; pesticide, herbicide, or industrial waste storage; industrial waste treatment or land application; pasture or grazing with more than 5 animals per acre; junkyards, salvage or scrap yards; petroleum pipelines; non-regulated underground or above ground storage tanks; and storm water or retention basins.

The rights granted to Grantee pursuant to Easement Area D shall be limited to the right to utilize the easement area for construction-related activities, including, but not limited to, staging, deposit of spoil or fill, digging of ditches, and storage of construction materials and equipment, to support the construction and development of the well site located adjacent to Easement Area D, together with the right of ingress and egress thereto over said area. The rights granted pursuant to Easement Area D shall terminate following the completion of the construction of the facilities located in Easement Area A and Easement Area B and the restoration of the lands in Easement Area D to substantially the same condition as existed on the Effective Date of this Easement. Said restoration shall occur no later than sixty (60) days following the completion of the construction of the facilities located in Easement Area A and Easement Area B.

The Rights granted pursuant to Easement Area E shall be limited to the uses and rights defined above together with the right to construct a 12 foot wide paved roadway, as depicted on Exhibit "E" (the "Routine Operations Access Road") to provide routine operations access to Easement Area A and Easement Area B.

This Easement shall be exclusive for Easement Area A, and non-exclusive for Easement Area B, Easement Area C, Easement Area D, and Easement Area E. Grantee shall dispose of, in compliance with all applicable laws and to the satisfaction of Grantor, all soil, brush and refuse resulting from the clearing of the land for the uses authorized hereunder. Grantee's use of the real property described in Exhibit "A", "B", "C", "D", "E" and "F" during the term of this

Easement, shall not unreasonably interfere with Grantor's use and enjoyment of its real property. Grantee, at its own expense, shall install and maintain all signage required by law for the real property described in Exhibit "A", "B", "C", "D", "E" and "F" during the term of this Easement. In addition, Grantor and Grantee agree to cooperate on educational signage that may be located in the Easement Areas. If timber is removed in connection with clearing the Easement Areas, the net proceeds derived from the sale of such timber shall accrue to Grantor. Grantee shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A", "B", "C", "D", "E" and "F" during the term of this Easement. Grantee shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. Grantee, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in Grantee's operations, in the Easement Areas or on any adjacent state land or in any manner not permitted by law. Grantee shall be liable for all costs associated with any cleanup of the subject property which is a result of Grantee's operations and use of the subject property. Additionally, Grantee shall have a non-exclusive revocable License over License Area F to utilize the existing improved roadway over and across Grantor's property leading from State Road 715 to the Routine Operations Access Road, as depicted on Exhibit "E", subject to the other provisions of this Easement and provided such use does not unreasonably interfere with Grantor's use. This License shall automatically terminate if this Easement is terminated and may also be revoked by Grantor by providing thirty (30) days written notice to Grantee. Grantor agrees that, absent unreasonable interference due to Grantee's use of the License, or the redevelopment of all or a portion of the Dedication Property which, by its nature, precludes the continued use of the License, or some unforeseen change in circumstances that frustrates the intent of this License, Grantor will not revoke this License. To the extent that redevelopment or an unforeseen change in circumstances will require the revocation of this License, the parties agree to use good faith efforts to identify alternatives for access to Easement Area A, Easement Area B, and Easement Area E.

3. CONSIDERATION: Within thirty (30) days of the Effective Date of this Easement, Grantee shall compensate Grantor \$19,246.00 for this Easement. This Easement is contingent upon said payment and the failure of Grantee to compensate Grantor shall result in the automatic termination of this Easement and the revocation of the rights granted herein. Following said payment, Grantee, at its own expense, shall record this fully executed Easement in its entirety in the public records of Palm Beach County, and shall provide to the Grantor within ten days following the recordation a copy of the recorded Easement in its entirety which contains the O.R. Book and Pages at which the Easement is recorded.

4. FUTURE REGULATIONS/IMPROVEMENTS: Notwithstanding any provision contained herein, in the event that any law, ordinance, rule, regulation or other governing provision associated with the presence or proximity of the raw water well ("Regulation") is promulgated, established or passed in the future that would restrict the otherwise lawful use of any portion of the Dedication Property lying outside of the boundaries of the Easement Area A, Easement Area B, Easement Area C, and Easement Area "E", including but not limited to a wellfield protection zone regulation, Grantee acknowledges and covenants that the cost of compliance with any such Regulation shall be borne solely by Grantee. In the event that Grantee opts not to bear the costs of compliance or determines that compliance is not feasible (an "Abandonment Determination"), then Grantee shall, at Grantee's sole cost and expense, remove all improvements associated with the raw water well, properly abandon the raw water well, and restore the property within one (1) year of the Abandonment Determination, at which time the easement for Easement Area A and Easement Area C shall automatically terminate. Unless prohibited by any Regulation, the easement located in Easement Area B for a raw water main, the easement located in Easement Area E for an access road, and the license located in License Area F shall continue to be valid and effective even after abandonment of the raw water well and termination of the easements set forth in Easement Area A and Easement Area C.

Grantor shall use its best efforts to notify Grantee of any planned improvements to the Dedication Property, and the parties agree to coordinate to determine if said improvements will violate any Regulation or otherwise are of such a nature that the parties determine that additional buffer area is required between said improvement and the raw water well. If it is determined that said improvements will violate a Regulation, or require additional buffer area,

the parties agree to use good faith efforts to identify alternatives which will allow the Grantor to make said improvements, including but not limited to modifying the location or nature of the planned improvements. Grantee agrees that it shall be responsible for any increased costs related to the modifications, and may also make an Abandonment Determination in accordance with the procedure set forth above.

5. ASSIGNMENT: This Easement shall not be assigned in whole or in part without the prior written consent of Grantor. Any assignment made either in whole or in part without the prior written consent of Grantor shall be void and without legal effect.

6. RIGHT OF INSPECTION: Grantor or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the Easement Areas and the works of Grantee in any matter pertaining to this Easement.

7. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. Grantee shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440, Florida Statutes. The General Liability policy shall include coverage for the Operations on the Easement Areas, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Grantee shall require its contractors and subcontractors to maintain Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee's contractors or subcontractors do not own any automobiles, they shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Except for Workers Compensation and Automobile Liability, all insurance policies shall name Grantor as an Additional Insured. Such Insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by Grantee

and Grantor. A Certificate of Insurance evidencing such insurance coverage shall be provided to Grantor prior to the commencement of any work by Grantee's contractors and subcontractors pursuant to this Easement. Such Certificate shall require thirty (30) days prior notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee's contractors and subcontractors under this Easement. Grantee hereby accepts the Easement Areas in their "As Is", "Where Is" condition. Grantee acknowledges and agrees that that Grantor has not made any warranties or representations to Grantee regarding the Easement Areas, including, but not limited to, any representations or warranties regarding the suitability of the Easement Areas for use by Grantee.

8. COMPLIANCE WITH LAWS: Grantee agrees that this Easement is contingent upon and subject to Grantee obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either. With respect to any demucking activities undertaken by or on behalf of Grantee pursuant to the rights granted in this Easement, Grantee acknowledges that the soils may contain various pollutants and Grantee further warrants and represents that all soils removed from the Easement Areas shall be transported to a licensed disposal facility and properly disposed of in accordance with all applicable Federal and State laws, at Grantee's sole cost and expense. With respect to dewatering activities undertaken by or on behalf of Grantee pursuant to the rights granted in this Easement, Grantee warrants and represents that all dewatering shall be in conformance with a valid NPDES permit obtained by or on behalf of Grantee, at Grantee's sole cost and expense (the "NPDES Permit"). Subject to the provisions of Section 7 above, Grantee shall be responsible for and hold Grantor harmless from any and all claims, costs, judgments, damages, fees (including attorney's fees) or expenses incurred as a result of the removed soils not being properly disposed of or the dewatering activities not being in compliance with the NPDES Permit.

9. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Grantee shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the Easement Areas, including, but not limited to, mortgages or construction liens against the Easement Areas or any interest of Grantor therein. Grantee shall promptly cause any lien

imposed against the Easement Areas or any interest of Grantor therein relating to this Easement to be discharged or transferred to bond.

10. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. ENTIRE UNDERSTANDING: This Easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of Grantor.

12. TIME: Time is expressly declared to be of the essence of this Easement.

13. PAYMENT OF TAXES AND ASSESSMENTS: Grantee shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Areas or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this Easement.

14. GOVERNING LAW/VENUE: This Easement shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in the state court of competent jurisdiction in Palm Beach County, Florida.

15. NOTICE: All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Grantor, shall be mailed or delivered to Grantor at:

Planning and Intergovernmental Relations Department
3300 Forest Hill Blvd., Suite B-102
West Palm Beach, FL 33406

with a copy not to constitute notice to:

General Counsel
P.O. Box 19239
West Palm Beach, FL 33416

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

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

with a copy not to constitute notice to:

County Attorney
301 North Olive Ave.
Suite 601

West Palm Beach, FL 33401

16. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

17. SCHOOL BOARD OF PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL: Grantee agrees and understands that the School District's Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by Grantee with regard to the Agreement. Grantees' employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, Grantee understands, acknowledges and agrees to abide by School Board Policy 1.092.

18. NO THIRD PARTY BENEFICIARY: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Grantor or Grantee.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this Easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

20. WAIVER OF JURY TRIAL: As part of the consideration for this Easement, the parties hereby waive trial by jury in action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Easement.

21. RECORDS: Each party shall maintain its own respective records and documents associated with this Easement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

GRANTOR:

ATTEST

Robert M. Avossa
Robert M. Avossa, Ed.D., Superintendent

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

By: Chuck Shaw
Chuck Shaw, Chairman

Approved For Legal Form And Sufficiency

Blair LittleJohn
Blair LittleJohn, School Board Attorney

SCHOOL BOARD SEAL

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of 2016 October, 2016 by Chuck Shaw and Robert M. Avossa, Chairman and Superintendent, respectively, of the School Board of Palm Beach County, Florida, who are personally known to me.

Nancy Villarreal
Notary Public

NANCY VILLARREAL
Print
My Commission Expires: 1-6-2017



Nancy J. Villarreal
Commission #EE851207
Expires: Jan. 06, 2017
BONDED THRU
AAA NOTARY & SURETY BONDS

GRANTEE:

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Jim Stiles
Department Director

EXHIBIT "A"
EASEMENT AREA A LEGAL DESCRIPTION

EXHIBIT "B"
EASEMENT AREA B LEGAL DESCRIPTION

EXHIBIT "C"
EASEMENT AREA C LEGAL DESCRIPTION

EXHIBIT "D"
EASEMENT AREA D LEGAL DESCRIPTION

EXHIBIT "E"
EASEMENT AREA E LEGAL DESCRIPTION

EXHIBIT "F"
LICENSE AREA F DEPICTION

17 - 0097

BGRV 101216*10
 BGEX 101216*60

**BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET: AMENDMENT**

FUND 4011: Water Utilities Department Capital Improvement Fund

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 10/12/16	Remaining Balance
Number	Name							
<u>Capital Improvement Fund</u>								
<u>Receipts and Revenues</u>								
	Fed Grant Local Physical							
4011-721-W041-3139	Environment	0	0	485,000	0	485,000		
Total receipts and revenues		<u>242,644,312</u>	<u>235,344,455</u>	<u>485,000</u>	<u>0</u>	<u>235,829,455</u>		
<u>Expenditures and Reserves</u>								
4011-721-W026-6541	Water Treatment Plant	7,683,269	7,351,607	0	485,000	6,866,607	0	6,866,607
4011-721-W041-6541	Water Treatment Plant	0	0	485,000	0	485,000	0	485,000
4011-720-9900-9909	Reserves	35,190,984	35,190,984	485,000	0	35,675,984	0	35,675,984
Total expenditures and reserves		<u>242,644,312</u>	<u>235,344,455</u>	<u>970,000</u>	<u>485,000</u>	<u>235,829,455</u>	<u>0</u>	<u>6,866,607</u>

Water Utilities Department

Initiating Department/Division

Administration/Budget Department Approval

OFMB and Budget Department - Posted

Signatures

Date

Delram West

10/17/16

By Board of County Commissioners

At Meeting of November 15th, 2016

Deputy Clerk to the

Board of County Commissioners

10/20/16