

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 10, 2018	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **adopt** a Resolution authorizing the conveyance of two (2) surplus County-owned parcels of land to the City of Pahokee (City) without charge pursuant to Florida Statutes Section 270.11, and without reservation of mineral and petroleum rights;
- B) **approve** a County Deed which reserves a utility easement across a small portion of one (1) of the two (2) properties being conveyed in favor of the City; and
- C) **approve** an Assignment and Assumption of Contract to the City for the MetroPCS California/Florida, Inc. PCS Site Agreement relating to the City’s use of the properties for communication facilities.

Summary: On April 30, 2013, the Glades Utility Authority (GUA) conveyed the former Pahokee Elevated Water Tower #1 property (Parcel A-3) and the former Pahokee Elevated Water Tower #3 and Lift Station property (Parcel A-9) to the County. The properties are located within the municipal boundaries of the City. The City had previously conveyed Parcel A-9 to GUA in 2011 and Parcel A-3 in 2012. The County’s Water Utilities Department (WUD) is no longer utilizing the water towers or the properties and has declared the properties as surplus, with the exception of a small portion of Parcel A-9 upon which WUD maintains a lift station and improvements. An easement will be reserved in the County Deed for the lift station improvements. Pursuant to the City’s reverter rights as set forth in Official Record Book 25987, Page 1095, recorded on April 30, 2013, the properties shall revert to the City when they are no longer used by the County for utility purposes. The City has requested that the County convey the surplus properties back to the City. The City has executed an “As-Is” Acknowledgement accepting the properties without warranties and/or representations and an Assignment and Assumption of Contract. GUA’s conveyance of Parcel A-9 to the County included all of GUA’s rights and obligations pursuant to an agreement with MetroPCS California/Florida, Inc., dated April 29, 2005, which rights and duties will be assigned to the City at the time of closing. On May 8, 2018, the City adopted a Resolution approving the “As-Is” Acknowledgement and the Assignment and Assumption of Contract. The properties will be conveyed without charge. **This conveyance must be approved by a supermajority vote (5 Commissioners). (PREM) District 6 (HJF)**

Background and Policy Issues: In 2009, GUA was formed by Interlocal Agreement (Agreement) between the Cities of Belle Glade, Pahokee, South Bay and the County to provide sustainable infrastructure for water and wastewater service to the Tri-Cities area. Under the Agreement, GUA assumed ownership of all the Cities’ utility assets, including the Lake Region Water Treatment Plant and the Belle Glade wastewater plant.

continued on Page 3

Attachments:

- 1. Location Map
- 2. Resolution (w/Exhibit “A”)
- 3. County Deed (w/Exhibits “A” & “B”)
- 4. Assignment and Assumption of Contract (w/Exhibit “A”)
- 5. Certificate of Director (w/Exhibit “A”)

Recommended By:		6/18/18
	Department Director	Date
Approved By:		7/5/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Does this item include the use of federal funds? Yes _____ No X_____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

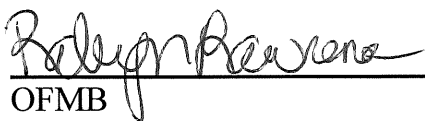
No fiscal impact.

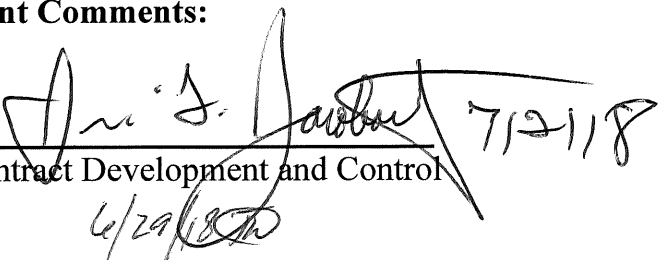
Fixed Asset Numbers: NA

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB


Contract Development and Control

7/21/18

6/29/18

6/21

B. Legal Sufficiency:


7/13/18
Assistant County Attorney

C. Other Department Review:

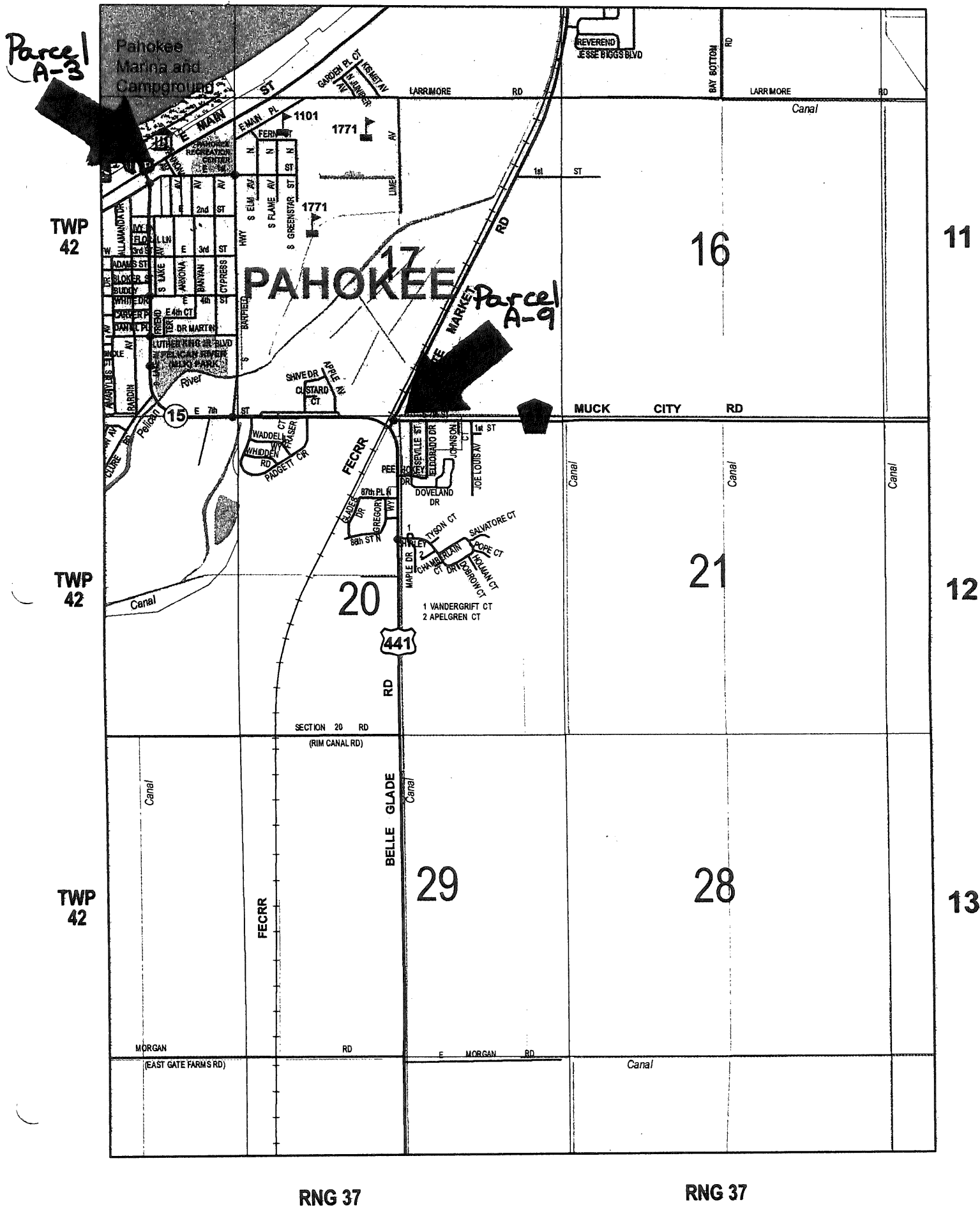
Department Director

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

Background and Policy Issues Cont'd: GUA has owned, operated, managed and maintained the GUA utility system since the transfer of ownership. On January 15, 2013, the Board approved the First Amendment to the Interlocal Agreement (R-2013-0094) which transferred GUA's utility system to the County for integration into WUD's infrastructure. In May 2013, GUA was dissolved and WUD took over the operations of GUA. The GUA conveyed to the County all the real and personal property, both tangible and intangible that comprised the utility assets in connection with GUA's utility system, including the former Pahokee Elevated Water Tower #1 property (Parcel A-3) and the former Pahokee Elevated Water Tower #3 and Lift Station property (Parcel A-9). WUD is no longer utilizing the properties, with the exception of a portion of Parcel A-9 upon which the County maintains a lift station. WUD's Director has executed a Certificate of Director acknowledging that the water towers or the properties are no longer necessary, useful or profitable in the operation of WUD's water and sewer system. The properties will be conveyed to the City subject to the County reserving a utility easement for the lift station improvements located on a portion of Parcel A-9.

NN

MM



RNG 37

RNG 37



ATTACHMENT #2
RESOLUTION with Exhibit "A" - 11 PAGES

RESOLUTION NO. 2018_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE CITY OF PAHOKEE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO FLORIDA STATUTE SECTION 125.38, WITHOUT CHARGE AND WITHOUT MINERAL AND PETROLEUM RIGHTS RESERVATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, a municipal corporation of the State of Florida (“City”) conveyed to the Glades Utility Authority (“GUA”) former Pahokee Elevated Water Tower #1 property (“Parcel A-3”) as recorded in Official Record Book 25978, Page 1409, of the public records of Palm Beach County, and former Pahokee Elevated Water Tower #3 and Lift Station property (“Parcel A-9”) as recorded in Official Record Book 24808, Page 1302, of the public records of Palm Beach County, Florida, hereinafter collectively referred to as the “Property”; and

WHEREAS, GUA was dissolved in May 2013 and the County’s Water Utility Department (“WUD”) took over the operations of GUA; and

WHEREAS, WUD is no longer utilizing the Water Towers and Property, with the exception of a portion of Parcel A-9 upon which the County maintains a lift station; and

WHEREAS, City has requested that Palm Beach County (“County”) convey the Property to the City for use by the City for City purposes; and

WHEREAS, County will reserve a Utility Easement for the lift station improvements in the County Deed as defined below; and

WHEREAS, pursuant to Florida Statute Section 270.11, City has requested that such property be conveyed without reservation of phosphate, mineral, metals and petroleum rights in order to render title to such property more marketable; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property without reserving phosphate, mineral, metals and petroleum rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to the City of Pahokee, a municipal corporation of the State of Florida, without charge and by County Deed attached hereto as Exhibit “A” and incorporated herein by reference, the real property legally described in such Deed.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner_____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Melissa McKinlay, Mayor
Commissioner Mack Bernard , Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Dave Kerner
Commissioner Steven L. Abrams
Commissioner Mary Lou Berger

REMAINDER OF PAGE INTENTIONAL LEFT BLANK.

The Mayor thereupon declared the resolution duly passed and adopted this ____ day
of _____, 2018.

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

G:\PREM\Dev\Open Projects\WUD-Pahokee Water Treatment & Towers\PREMs Final Drafts\Resolution. hf approved 3-12-2018.docx

EXHIBIT "A"
COUNTY DEED

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

PCNS: 48-37-42-17-00-000-5040 and 48-37-42-18-18-000-0226
Closing Date: _____
Purchase Price: _____ N/A

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and the CITY OF PAHOKEE, a municipal corporation of the State of Florida, whose legal mailing address is 207 Begonia Drive, Pahokee, Florida 33476, "City".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by City, the receipt whereof is hereby acknowledged, has granted, bargained and sold to City, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

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

The County hereby reserves for the perpetual benefit of the County, it’s successors and assigns, a non-exclusive utility easement upon the real property legally described in Exhibit “B”, attached hereto (“Easement Premises”) to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the Easement Premises. County shall also be entitled to utilize the Easement Premises or portion thereof for a wastewater pump station and, the Easement Premises or portion thereof, may be fenced in for access control purposes.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

Exhibit "A"

PARCEL A-3 (former Pahokee Elevated Water Tower #1 Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF LOT 22-A AND LOT 23-A OF THE PLAT OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND SUPPLEMENTAL PLAT OF FRAC. SEC. 18 TWP. 42 S. RG. 37 E. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 60 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT A-23; THENCE SOUTH 31°09'45" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID LOT A-23, A DISTANCE OF 68.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 31°09'45" EAST ALONG SAID WEST LINE, A DISTANCE OF 18.76 FEET; THENCE NORTH 58°54'11" EAST DEPARTING SAID WEST LINE, A DISTANCE OF 70.84 FEET; THENCE SOUTH 31°08'16" EAST, A DISTANCE OF 8.90 FEET; THENCE NORTH 58°59'57" EAST, A DISTANCE OF 11.26 FEET TO A POINT BEING ON THE EAST LINE OF SAID LOT A-23 ALSO BEING THE WEST LINE OF SAID LOT A-22; THENCE CONTINUE NORTH 58°59'57" EAST, A DISTANCE OF 55.82 FEET; THENCE NORTH 30°41'43" WEST, A DISTANCE OF 52.12 FEET; THENCE SOUTH 58°36'30" WEST, A DISTANCE OF 38.67 FEET; THENCE 31°19'57" EAST, A DISTANCE OF 24.15 FEET; THENCE SOUTH 58°54'11" WEST, A DISTANCE OF 17.65 FEET TO A POINT ON THE WEST LINE OF SAID LOT A-22 ALSO BEING THE EAST LINE OF SAID LOT A-23; THENCE CONTINUE SOUTH 58°54'11" WEST, A DISTANCE OF 82.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA.

CONTAINING 4,125.82 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

PARCEL A-9 (former Pahokee Elevated Water Tower #3 and Lift Station Property)


A PARCEL OF LAND IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 17, WITH THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN COUNTY ROAD WHICH RUNS ALONG THE EAST SIDE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID SECTION 17 A DISTANCE OF 210 FEET; THENCE RUN DUE NORTH A DISTANCE OF 210 FEET; THENCE RUN WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 17 TO THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD; THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.

G:\PREM\Dev\Open Projects\WUD-Pahokee Water Treatment & Towers\PREMs Final Drafts\Deed Release All. hf approved 3-15-2018.docx

EXHIBIT "B"

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 AND THE PALM BEACH COUNTY STATE PLANE COORDINATE SYSTEM REQUIREMENTS AS SET FORTH IN PALM BEACH COUNTY PPM# CW-0-058.


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

DESCRIPTION:

A parcel of land lying within a portion of Section 17, Township 42 South, Range 37 East, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17, thence North 89°57'05" West (as a basis of bearings) along the South line of said Section 17, a distance of 2,470.45 feet to the POINT OF BEGINNING; thence continue North 89°57'05" West along said South line, a distance of 15.00 feet; thence North 00°02'55" East, a distance of 55.23 feet; thence North 40°31'03" West, a distance of 32.74 feet; thence South 86°03'29" West, a distance of 16.10 feet; thence North 03°44'29" East, a distance of 19.87 feet; thence North 56°15'05" West, a distance of 16.75 feet; thence North 87°13'46" West, a distance of 7.72 feet; thence South 02°46'14" West, a distance of 14.18 feet; thence North 87°13'46" West, a distance of 57.77 feet to a point being on the East right-of-way line of the County road as referenced on the plat of OKEELANTA PLANTATION COMPANY'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 16, Page 34 of the Public Records of Palm Beach County, Florida; thence North 26°43'44" East along said East right-of-way line, a distance of 43.77 feet; thence South 87°13'46" East, a distance of 40.00 feet; thence South 02°46'14" West, a distance of 15.82 feet; thence South 87°13'46" East, a distance of 10.49 feet; thence South 56°15'05" East, a distance of 25.29 feet; thence South 03°44'29" West, a distance of 14.20 feet; thence North 86°03'29" East, a distance of 9.70 feet; thence South 40°31'03" East, a distance of 49.16 feet; thence South 00°02'55" West, a distance of 53.09 feet to a point being on the South line of said Section 17 and the POINT OF BEGINNING.

Containing 3,778 square feet more or less.

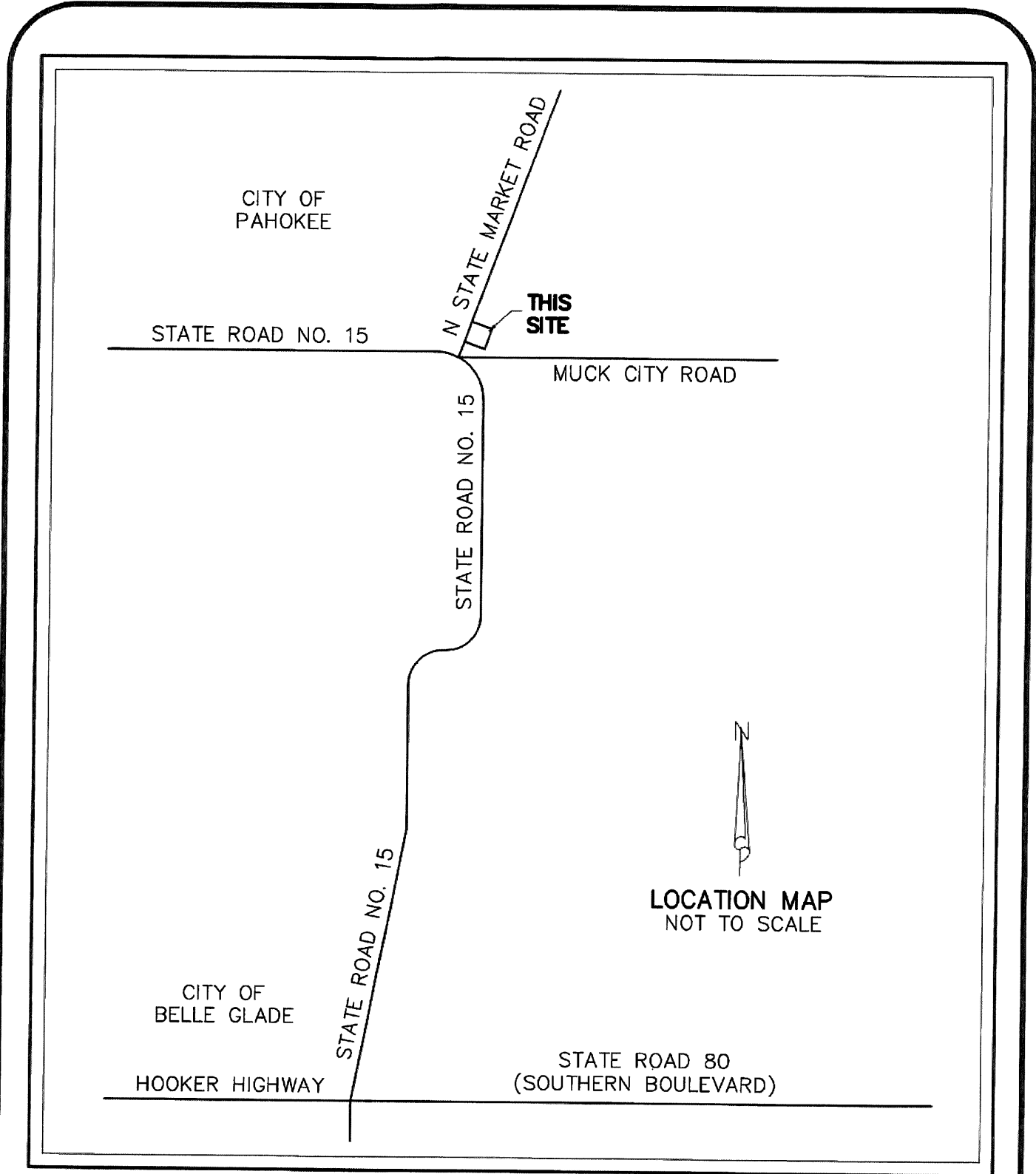
1	04/13/18	REVISE PER PBC REVIEW COMMENTS	DAB
NO.	DATE	REVISIONS	BY

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: DB	SCALE: N/A	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 1 OF 5

EXHIBIT "B"



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: DB	SCALE: N/A	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 2 OF 5

EXHIBIT "B"

SURVEYOR'S NOTES:

- 1. BEARINGS DEPICTED HEREON ARE BASED UPON THE SOUTH LINE OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A GRID BEARING OF NORTH 89°57'05" WEST.
- 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. THIS IS NOT A SURVEY.

LEGEND:

- D.B. = DEED BOOK
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- P.C.N. = PARCEL CONTROL NUMBER
- PG. = PAGE
- S.F. = SQUARE FEET
- ± = MORE OR LESS

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 = 0.999955822
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

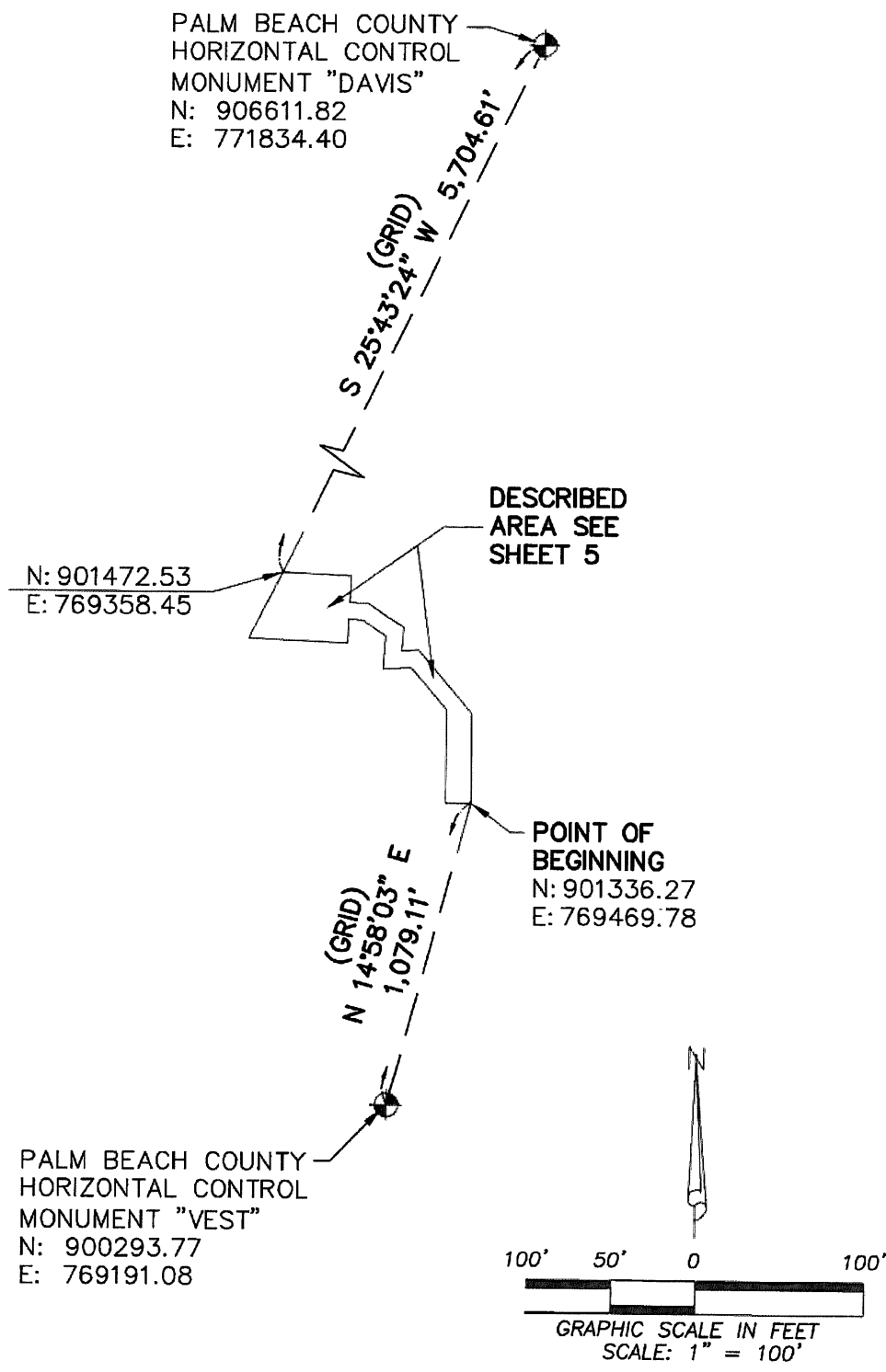
N89°57'05"W (ASSUMED) = 00°00'00"
N89°57'05"W (GRID) — BEARING ROTATION
— SOUTH LINE OF SECTION 17-42S-37E

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: DB	SCALE: NTS	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 3 OF 5

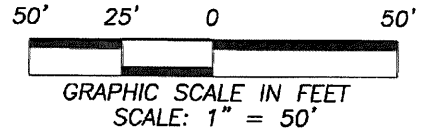
EXHIBIT "B"



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: DB	SCALE: 1" = 100'	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 4 OF 5

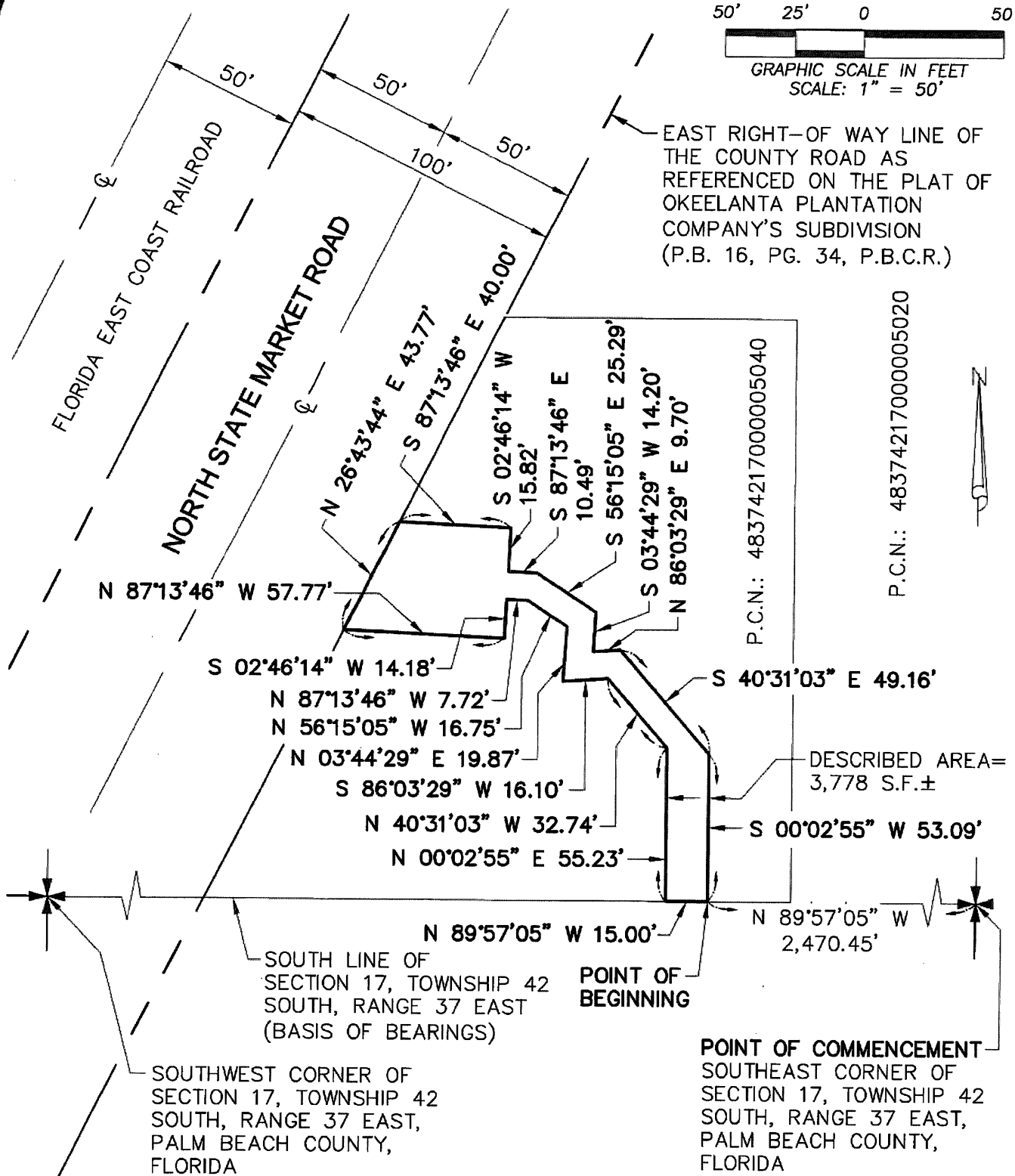
EXHIBIT "B"



EAST RIGHT-OF WAY LINE OF THE COUNTY ROAD AS REFERENCED ON THE PLAT OF OKEELANTA PLANTATION COMPANY'S SUBDIVISION (P.B. 16, PG. 34, P.B.C.R.)

P.C.N.: 48374217000005020

P.C.N.: 48374217000005040



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: DB	SCALE: 1" = 50'	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 5 OF 5

ATTACHMENT #3
COUNTY DEED with Exhibits "A" & "B" - 7 PAGES

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

PCNS: 48-37-42-17-00-000-5040 and 48-37-42-18-18-000-0226
Closing Date: _____
Purchase Price: _____ N/A

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and the CITY OF PAHOKEE, a municipal corporation of the State of Florida, whose legal mailing address is 207 Begonia Drive, Pahokee, Florida 33476, "City".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by City, the receipt whereof is hereby acknowledged, has granted, bargained and sold to City, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

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

The County hereby reserves for the perpetual benefit of the County, it’s successors and assigns, a non-exclusive utility easement upon the real property legally described in Exhibit “B”, attached hereto (“Easement Premises”) to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the Easement Premises. County shall also be entitled to utilize the Easement Premises or portion thereof for a wastewater pump station and, the Easement Premises or portion thereof, may be fenced in for access control purposes.

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

(OFFICIAL SEAL)

Exhibit "A"

PARCEL A-3 (former Pahokee Elevated Water Tower #1 Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF LOT 22-A AND LOT 23-A OF THE PLAT OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND SUPPLEMENTAL PLAT OF FRAC. SEC. 18 TWP. 42 S. RG. 37 E. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 60 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT A-23; THENCE SOUTH 31°09'45" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID LOT A-23, A DISTANCE OF 68.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 31°09'45" EAST ALONG SAID WEST LINE, A DISTANCE OF 18.76 FEET; THENCE NORTH 58°54'11" EAST DEPARTING SAID WEST LINE, A DISTANCE OF 70.84 FEET; THENCE SOUTH 31°08'16" EAST, A DISTANCE OF 8.90 FEET; THENCE NORTH 58°59'57" EAST, A DISTANCE OF 11.26 FEET TO A POINT BEING ON THE EAST LINE OF SAID LOT A-23 ALSO BEING THE WEST LINE OF SAID LOT A-22; THENCE CONTINUE NORTH 58°59'57" EAST, A DISTANCE OF 55.82 FEET; THENCE NORTH 30°41'43" WEST, A DISTANCE OF 52.12 FEET; THENCE SOUTH 58°36'30" WEST, A DISTANCE OF 38.67 FEET; THENCE 31°19'57" EAST, A DISTANCE OF 24.15 FEET; THENCE SOUTH 58°54'11" WEST, A DISTANCE OF 17.65 FEET TO A POINT ON THE WEST LINE OF SAID LOT A-22 ALSO BEING THE EAST LINE OF SAID LOT A-23; THENCE CONTINUE SOUTH 58°54'11" WEST, A DISTANCE OF 82.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA.

CONTAINING 4,125.82 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

PARCEL A-9 (former Pahokee Elevated Water Tower #3 and Lift Station Property)

A PARCEL OF LAND IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 17, WITH THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN COUNTY ROAD WHICH RUNS ALONG THE EAST SIDE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID SECTION 17 A DISTANCE OF 210 FEET; THENCE RUN DUE NORTH A DISTANCE OF 210 FEET; THENCE RUN WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 17 TO THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD; THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.

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 AND THE PALM BEACH COUNTY STATE PLANE COORDINATE SYSTEM REQUIREMENTS AS SET FORTH IN PALM BEACH COUNTY PPM# CW-0-058.

4/13/18
David A. Bower

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5883

DESCRIPTION:

A parcel of land lying within a portion of Section 17, Township 42 South, Range 37 East, Palm Beach County, Florida. Being more particularly described as follows:

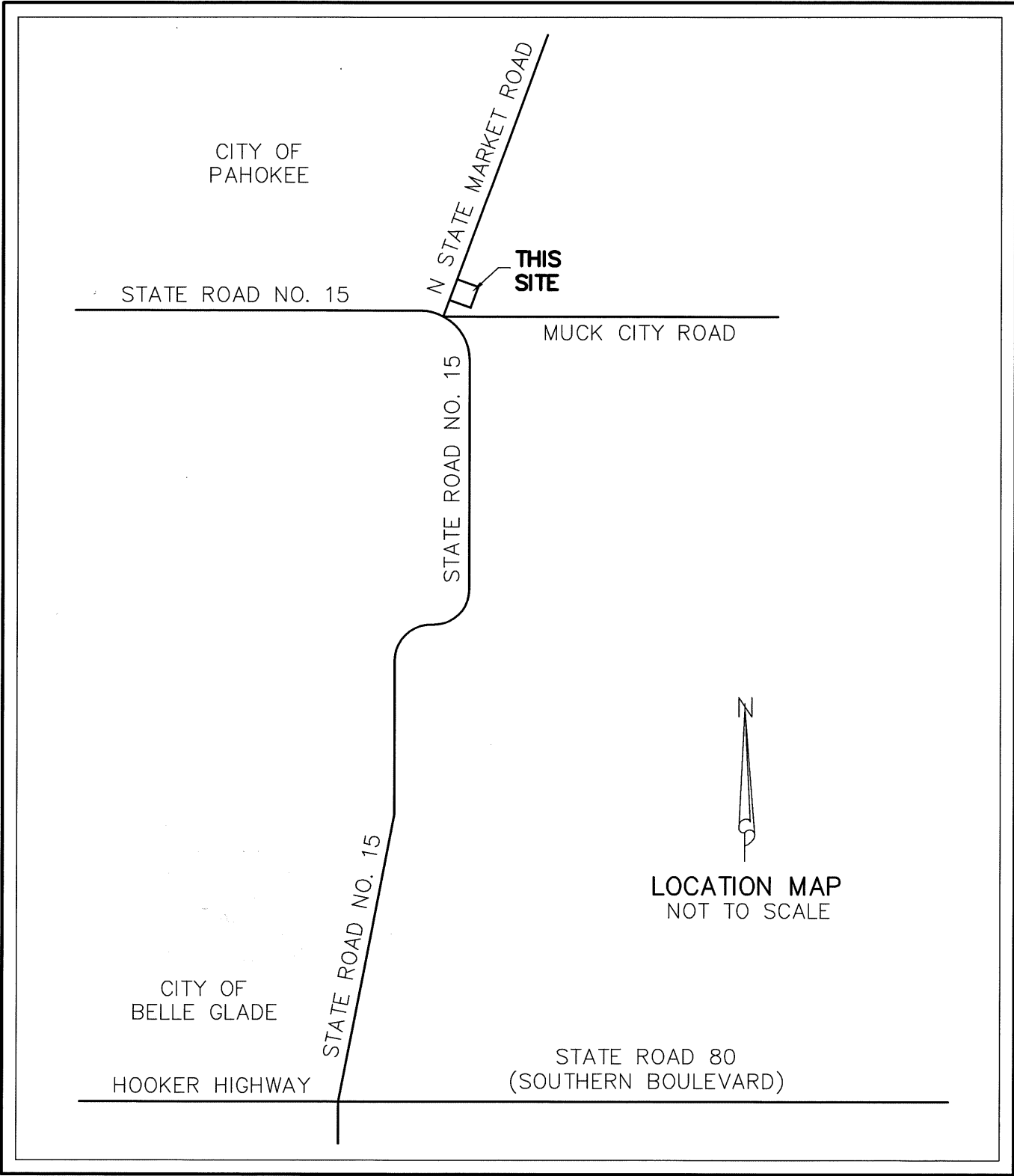
COMMENCING at the Southeast corner of said Section 17, thence North 89°57'05" West (as a basis of bearings) along the South line of said Section 17, a distance of 2,470.45 feet to the POINT OF BEGINNING; thence continue North 89°57'05" West along said South line, a distance of 15.00 feet; thence North 00°02'55" East, a distance of 55.23 feet; thence North 40°31'03" West, a distance of 32.74 feet; thence South 86°03'29" West, a distance of 16.10 feet; thence North 03°44'29" East, a distance of 19.87 feet; thence North 56°15'05" West, a distance of 16.75 feet; thence North 87°13'46" West, a distance of 7.72 feet; thence South 02°46'14" West, a distance of 14.18 feet; thence North 87°13'46" West, a distance of 57.77 feet to a point being on the East right-of-way line of the County road as referenced on the plat of OKEELANTA PLANTATION COMPANY'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 16, Page 34 of the Public Records of Palm Beach County, Florida; thence North 26°43'44" East along said East right-of-way line, a distance of 43.77 feet; thence South 87°13'46" East, a distance of 40.00 feet; thence South 02°46'14" West, a distance of 15.82 feet; thence South 87°13'46" East, a distance of 10.49 feet; thence South 56°15'05" East, a distance of 25.29 feet; thence South 03°44'29" West, a distance of 14.20 feet; thence North 86°03'29" East, a distance of 9.70 feet; thence South 40°31'03" East, a distance of 49.16 feet; thence South 00°02'55" West, a distance of 53.09 feet to a point being on the South line of said Section 17 and the POINT OF BEGINNING.

Containing 3,778 square feet more or less.

1	04/13/18	REVISE PER PBC REVIEW COMMENTS	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: DB	SCALE: N/A	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 1 OF 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: DB	SCALE: N/A	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 2 OF 5

SURVEYOR'S NOTES:

- 1. BEARINGS DEPICTED HEREON ARE BASED UPON THE SOUTH LINE OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A GRID BEARING OF NORTH 89°57'05" WEST.
- 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. THIS IS NOT A SURVEY.

LEGEND:

- D.B. = DEED BOOK
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- P.C.N. = PARCEL CONTROL NUMBER
- PG. = PAGE
- S.F. = SQUARE FEET
- ± = MORE OR LESS

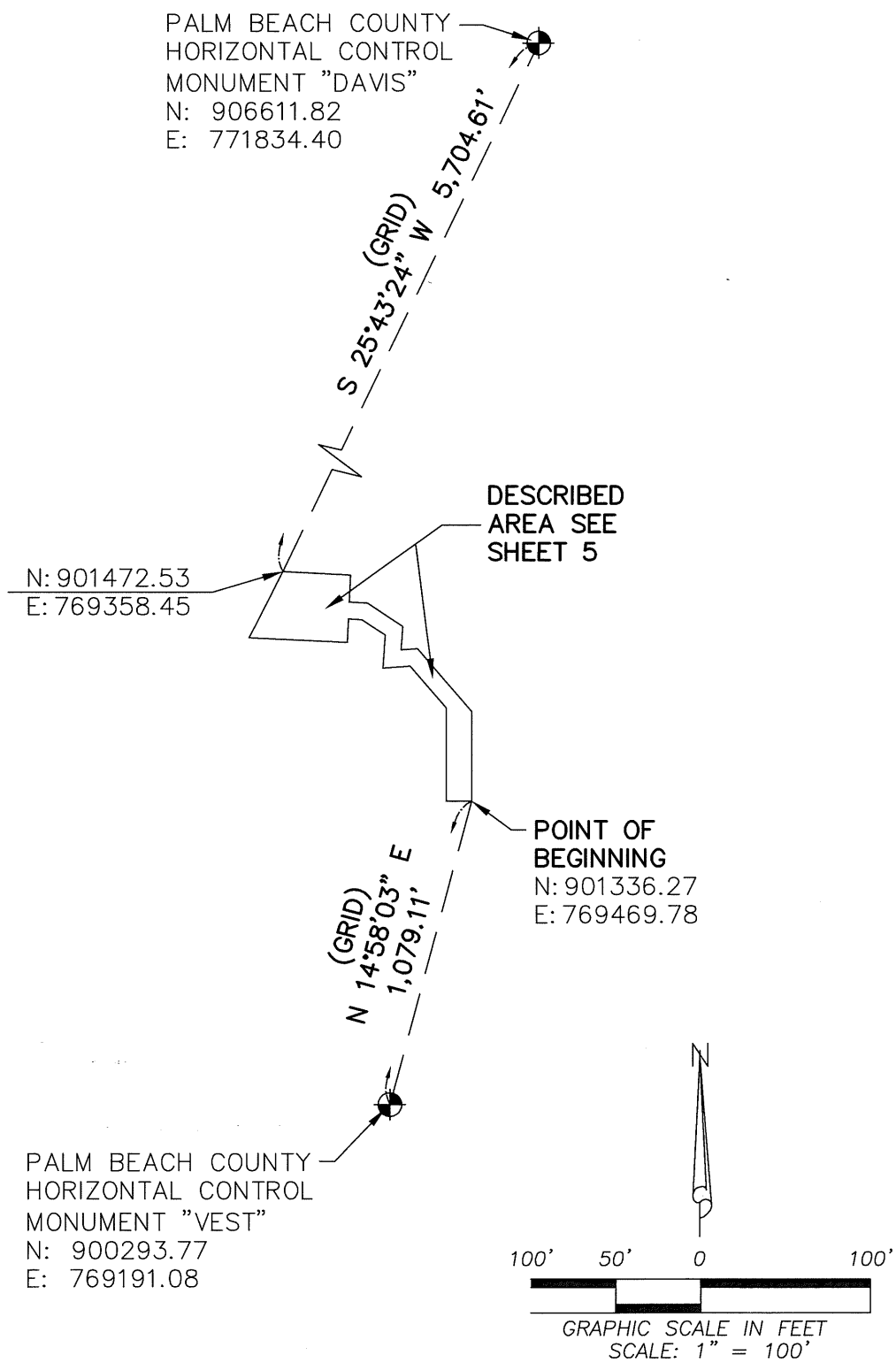
COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND (EXCEPT AS NOTED)
PROJECT SCALE FACTOR = 0.999955822
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

$$\frac{N89^{\circ}57'05''W \text{ (ASSUMED)}}{N89^{\circ}57'05''W \text{ (GRID)}} = \frac{00^{\circ}00'00''}{\text{BEARING ROTATION}}$$

— SOUTH LINE OF SECTION 17-42S-37E

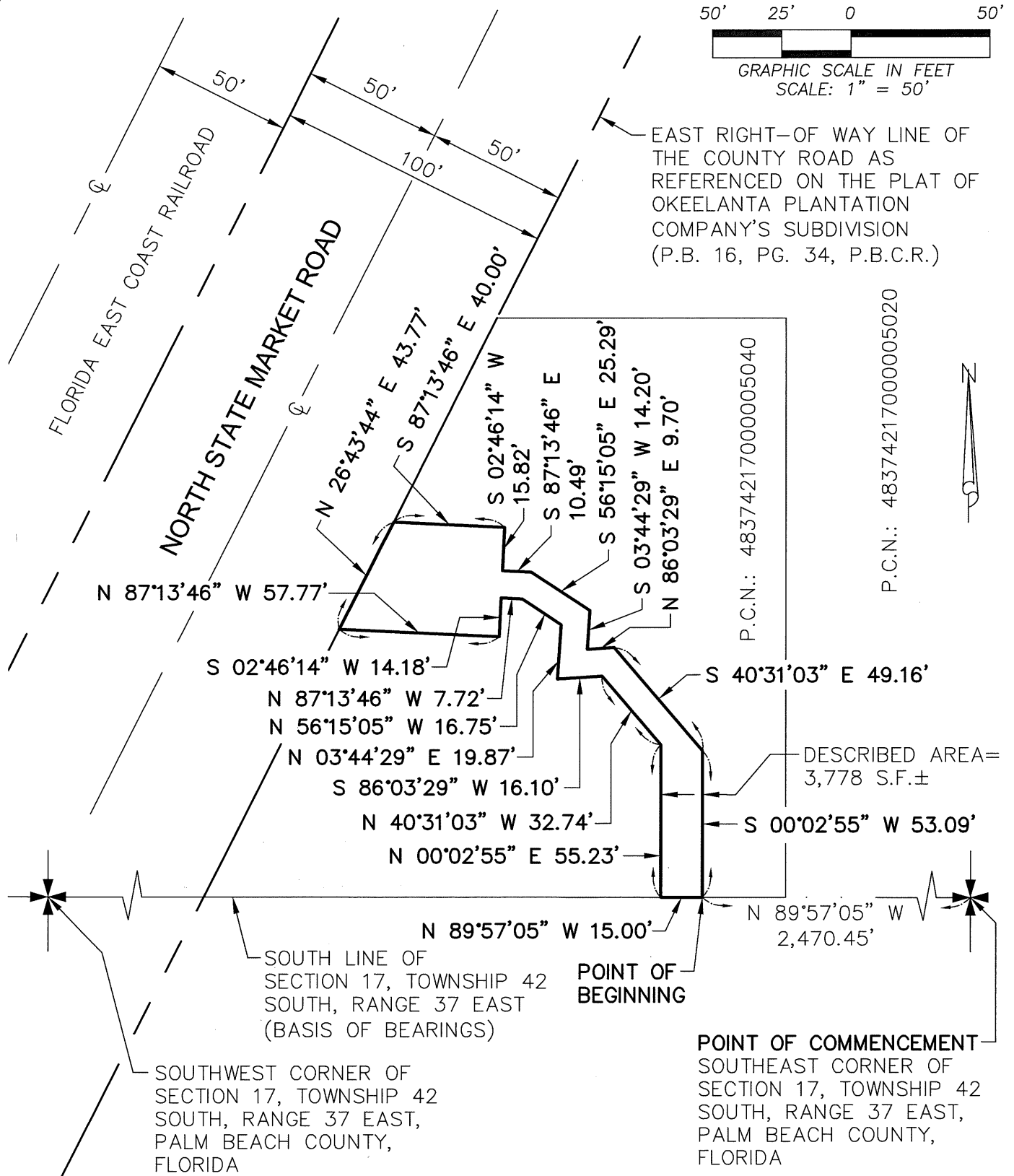
Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: PALM BEACH COUNTY WATER UTILITIES DEPARTMENT		
DRAWN: DB	SCALE: NTS	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 3 OF 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: DB	SCALE: 1" = 100'	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 4 OF 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: DB	SCALE: 1" = 50'	DATE: 03/01/18
CHK: MH	JOB# 17-071-09SD	SHEET: 5 OF 5

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (“Assignment”), made and entered into this _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, (“County”), and the **CITY OF PAHOKEE**, a municipal corporation of the State of Florida, whose legal mailing address is 207 Begonia Drive, Pahokee, Florida 33476, (“City”).

WHEREAS, the Glades Utility Authority (GUA) was established to provide potable water and sanitary wastewater distribution and collection systems and related facilities to the residents of Belle Glade, Pahokee and South Bay, and surrounding areas; and

WHEREAS, the GUA was dissolved in May 2013 and the County’s Water Utilities Department (“WUD”) took over the operations of the GUA; and

WHEREAS, the GUA conveyed to County all the real and personal property, both tangible and intangible, that comprised the utility assets in connection with the GUA’s utility system, including the former Pahokee Elevated Water Tower #1 property (“Parcel A-3”) and the former Pahokee Elevated Water Tower #3 and Lift Station property (“Parcel A-9”), both parcels hereinafter collectively referred to as the “Water Tower Properties” as recorded in Official Record Book 25987, Page 1114, of the public records of Palm Beach County, Florida, which conveyance included all of GUA’s rights and obligations under that certain contract identified as MetroPCS California/Florida, Inc. PCS Site Agreement, dated April 29, 2005, by and between the City of Pahokee and MetroPCS California/Florida, Inc., a copy of which is attached hereto as Exhibit “A”, and made a part hereof (the “Contract”); and

WHEREAS, the elevated water towers located on the Water Tower Properties are no longer being utilized by WUD; and

WHEREAS, City has requested that County convey to City the Water Tower Properties; and

WHEREAS, County and City wish to provide for the assignment of rights and duties contained in the Contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. County hereby conveys and assigns unto City, its successors and assigns, all right, title and interest of County in the Contract. Such conveyance shall be effective upon the recording of the County deed for the conveyance of the Water Tower Properties from the County to the City (the "Conveyance Date").

3. City hereby accepts the transfer and assignment of the Contract as set forth in Exhibit "A" herein, and City hereby assumes the performance, obligations, duties and liabilities of County under such Contract which arise on or after the Conveyance Date hereof. Upon the recording of the County deed as set forth above, County's obligations and responsibilities to act under such Contract shall cease and terminate and County shall have no further liabilities or obligations with respect to the Contract, except for those obligations and responsibilities that accrued prior to the Conveyance Date of this Assignment.

4. County covenants and agrees with City and its successors and assigns that County will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be reasonably necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

5. This Assignment shall inure to the benefit of and be binding upon County and City and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that County or City may be lawfully entitled to assert under applicable Florida law.

7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

9. This Assignment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the City of Pahokee and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners, (the "Effective Date").

REMAINDER OF PAGE INTENTIONAL LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the date first aforesaid.

COUNTY:

ATTEST:
SHARON R. BOCK
CLERK and COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

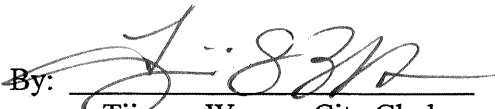
APPROVED AS TO TERMS
AND CONDITIONS:

By:  _____
Assistant County Attorney

By:  _____
Department Director

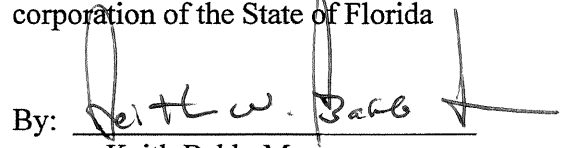
(signatures continue on next page)

ATTEST:

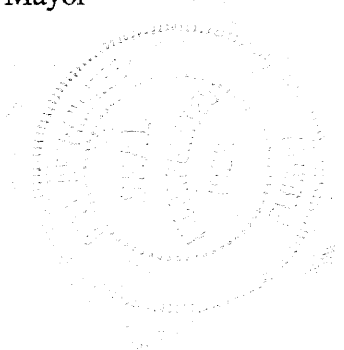
By: 
Tijauna Warner, City Clerk

CITY:

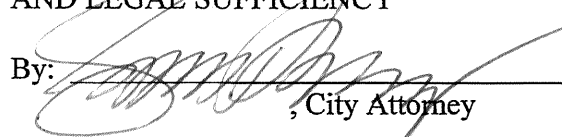
CITY OF PAHOKEE, a municipal
corporation of the State of Florida

By: 
Keith Babb, Mayor

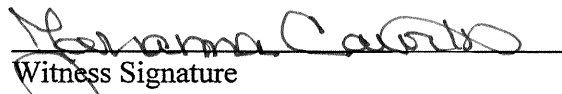
(City Seal)



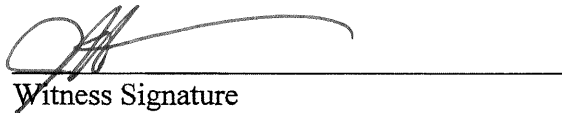
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
, City Attorney

Signed and delivered
in the presence of:


Witness Signature

Shanna Courts
Print Witness Name


Witness Signature

Jongelene Adams
Print Witness Name

EXHIBIT "A"

MetroPCS California/Florida, Inc., PCS Site Agreement, dated April 29, 2005, by and between the City of Pahokee and MetroPCS California/Florida, Inc.

**METROPCS
CALIFORNIA/FLORIDA, INC.
PCS SITE AGREEMENT**

Site Name: Pahokee Water Tower

Metro PCS Site I. D. No. WPM791SW491

Address: 335 Muck City Road, Pahokee, FL 33476

1. Site, Use, Premises: Owner leases to MetroPCS California/Florida, Inc., a Delaware corporation ("**METRO PCS**"), the site described below: [*Check appropriate box(es)*]

- ☒ Land consisting of approximately 180 square feet upon which **METRO PCS** will construct its equipment base station
- ☐ Building interior space consisting of approximately _____ square feet;
- ☐ Building exterior space for attachment of antennas or tower structure;
- ☐ Building exterior space for placement of base station equipment;
- ☒ Tower antenna space between the 100 foot and 115 foot level on the Tower;
- ☒ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto for ingress and egress to the Site and to the appropriate, in the discretion of **METRO PCS**, source of electric and telephone facilities. The Site will be used by **METRO PCS** for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure (collectively the "PCSF"). **METRO PCS** will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. **METRO PCS** will have access to the Site 24 hours per day, 7 days per week. **METRO PCS** is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations it deems necessary to determine if the Site is suitable for its use as intended by this Agreement.

2. Term, Renewal: The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both **METRO PCS** and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless **METRO PCS** provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Should **METRO PCS** hold possession of the Site or any portion thereof after the date upon which the Site is to be surrendered, **METRO PCS** shall become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Agreement except those pertaining to the Agreement term. **METRO PCS** will continue occupancy from month-to-month until terminated by Owner or **METRO PCS** by the giving of thirty (30) days written notice to the other.

3. Rent, Increases: Until the date that is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of _____, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of _____ (until increased as set forth herein), partial months to be prorated, in advance. The Rent payable hereunder shall be increased by three percent (3%) commencing with the first anniversary of the Commencement Date and thereafter on each and every anniversary of the Commencement Date during the Initial Term and Each Renewal Term.

4. Title, Quiet Possession: Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that **METRO PCS** is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as **METRO PCS** is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCSF.

5. Assignment, Subletting: **METRO PCS** will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, **METRO PCS** may assign without Owner's prior written consent to any lender or mortgagee of the PCSF, party controlling, controlled by or under common control with **METRO PCS** or to any party which acquires substantially all of the assets of **METRO PCS**. **METRO PCS** may sublet the Site but shall remain fully liable to Owner under this Agreement.

6. Notices: All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, return receipt requested, or when sent via overnight delivery. Notices to **METRO PCS** are to be sent to: Metro PCS California/Florida Inc., 1401 NW 136th Avenue, Suite 304, Sunrise, Florida 33323, Attn: Michael Haggerty. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Metro PCS Improvements: **METRO PCS** may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCSF. Owner agrees to cooperate with **METRO PCS** with respect to obtaining any required zoning approvals or local, state, or governmental permits required for **METRO PCS**' use and occupancy of the Site and such improvements. Upon termination or expiration of this Agreement, **METRO PCS** may remove its PCSF and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. All **METRO PCS** PCSF shall remain the property of **METRO PCS** and are not fixtures. In connection with **METRO PCS**'s financing arrangements, Owner waives any landlords lien on the PCSF; agrees the PCSF may be removed by **METRO PCS** without the need for legal proceedings; and agrees the PCSF shall be exempt from distress, execution, levy and/or sale for unpaid rent. Owner agrees to execute reasonable documentation to this effect upon request of **METRO PCS**.

8. Compliance: Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. **METRO PCS** will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference: **METRO PCS** will resolve technical interference problems with other equipment located at the Site as of the Commencement Date or any equipment that becomes attached to the Site at any future date when **METRO PCS** desires to add additional

Effective 10-02-2001

equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with *METRO PCS's* then existing equipment or (b) encroaches onto the Site.

10. Utilities: Owner represents that utilities adequate for *METRO PCS's* use of the Site are available. *METRO PCS* will pay for all utilities used by it at the Site. Owner will cooperate with *METRO PCS* in *METRO PCS's* efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination: *METRO PCS* may terminate this Agreement at any time by notice to Owner without further liability if *METRO PCS* does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCSF, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if *METRO PCS*, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default and neither party will have any further liability to the other except *METRO PCS's* responsibility of removing all of the PCSF from the Site and any terms or conditions of this Agreement that survive the termination of this Agreement.

12. Default Provisions: If either party is in default under this Agreement for a period of (a) fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnities: Owner and *METRO PCS* each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances: Owner represents that it has no knowledge of any Environmental Pollutants, as defined herein, on the Site that is in violation of any Applicable Environmental Law, as defined herein. In addition, Owner warrants and represents that it will not use, generate, store or dispose of any Environmental Pollutants on, under, about or within the Site in violation of any Applicable Environmental Law. *METRO PCS* will not introduce, dispose of or use any Environmental Pollutants on the Site in violation of any Applicable Environmental Law. "Environmental Pollutants" means all hazardous or toxic substances so listed in Applicable Environmental Law, including without limitation, hazardous materials, petroleum, asbestos and nuclear waste. "Applicable Environmental Law" means federal, state, or local laws and regulations pertaining to hazardous, toxic or polluting substances, including but not limited to CERCLA and RCRA. Each of Owner and *METRO PCS* agree to indemnify and hold harmless the other party and its agents, employees, successors and assigns, from any and all claims, damages, fines, penalties, judgments, costs and liabilities (collectively "Losses") arising out of or related to any breach or inaccuracy contained in this Paragraph 14, except Losses caused solely by such party's own use, spill, discharge, release or deposit of Environmental Pollutants on the Site. Such Losses shall include reasonable attorney's fees, consultant and laboratory fees and costs; investigation and assessment expenses; cleanup and remediation expenses; expenses associated with discharging any liens. The provisions of this Paragraph 14 shall survive the termination of this Agreement.

15. Subordination, Non-Disturbance: This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to *METRO PCS* from the holder of any such mortgage or deed of trust.

16. Taxes: *METRO PCS* will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the PCSF on the Site. *METRO PCS* will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by *METRO PCS* within sixty (60) days after receipt of satisfactory documentation indicating the calculation of *METRO PCS's* pro-rata share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance Considerations: *METRO PCS* will procure and maintain, throughout the term of this Agreement, commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within thirty (30) days of written request. Owner shall maintain, throughout the term of this Agreement, commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability with a certificate of insurance to be furnished to *METRO PCS* within (30) days of written request. In addition, Owner shall maintain, throughout the term of this Agreement, "All Risk" property coverage, including coverage for fire, extended coverage, vandalism and malicious mischief on the Site in an amount not less than 100% of the full replacement cost of Owner's improvements on the Site (excluding, however, the PCSF and property of other tenants). Each policy required under this Paragraph 17 will provide that cancellation will not occur without at least thirty (30) days prior written notice to the other party.

18. Maintenance: *METRO PCS* will be responsible for repairing and maintaining the PCSF and any other improvements, including any antenna or tower structure, installed by *METRO PCS* at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse *METRO PCS* for the reasonable costs incurred by *METRO PCS* to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition. If Owner is owner of the tower then, in that event, Owner acknowledges that it, and not *METRO PCS*, shall be responsible for compliance

Effective 10-02-2001

with all tower marking and lighting requirements which may be required by the FAA or the FCC. Owner shall indemnify and hold harmless **METRO PCS** from any fines or other liabilities caused by Owner's failure to comply with such requirements. Further, should **METRO PCS** be cited by either the FCC or FAA because the tower is not in compliance within the time frame allowed by the citing agency, **METRO PCS** may terminate this Agreement immediately upon notice to Owner, or, at **METRO PCS'** option, cause the tower to comply with FAA or FCC requirements and Owner shall be responsible for reimbursing **METRO PCS** for its actual, reasonable costs incurred to bring the tower into compliance with FAA or FCC requirements.

19. Condemnation or Casualty of Site. In the event that any government, public body, or other condemning authority shall take, or if Owner shall transfer in lieu of such taking, or if all or such part of the Site is damaged or destroyed making it physically or financially infeasible for the Site to be used in the manner intended by this Agreement, **METRO PCS** shall have the right to terminate this Agreement effective as of the date of the taking by the condemning party or the date of such damage or destruction and the rental shall be prorated appropriately. **METRO PCS** is entitled to pursue a separate condemnation award for the PCSF from the condemning authority, to the extent permitted by law, provided that no award to **METRO PCS** will diminish any award to Owner.

20. Miscellaneous Matters: (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by **METRO PCS**, Owner agrees promptly to execute and deliver to **METRO PCS** a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) when under this Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner; and (h) this Agreement may be prepared for execution by duplicate originals, each of which constitute one in the same instrument.

21. Non-Binding Until Fully Executed: This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties. The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:

By: City of Pahokee

Its: Mayor

Tax No.: 596000400

Address: 171 N. Lake Avenue, Pahokee, FL 33476

Date: 4/19/05

V. J. [Signature]
City Attorney

MetroPCS California/Florida, Inc., a Delaware corporation

By: [Signature]

Its: VP/Gen Florida

Date: 4/19/05

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

Effective 10-02-2001

EXHIBIT A To MetroPCS California/Florida, Inc.
PCS Site Agreement

Site Name: Pahokee Water Tower

Site I. D. WPM791SW491

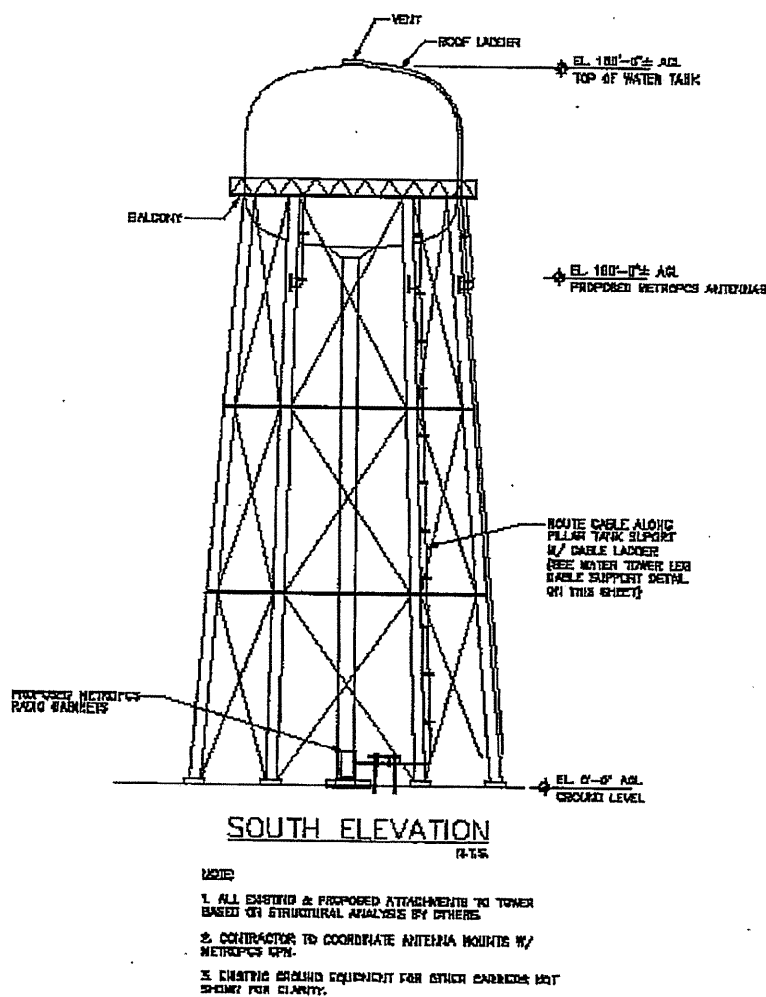
Site/Legal Description

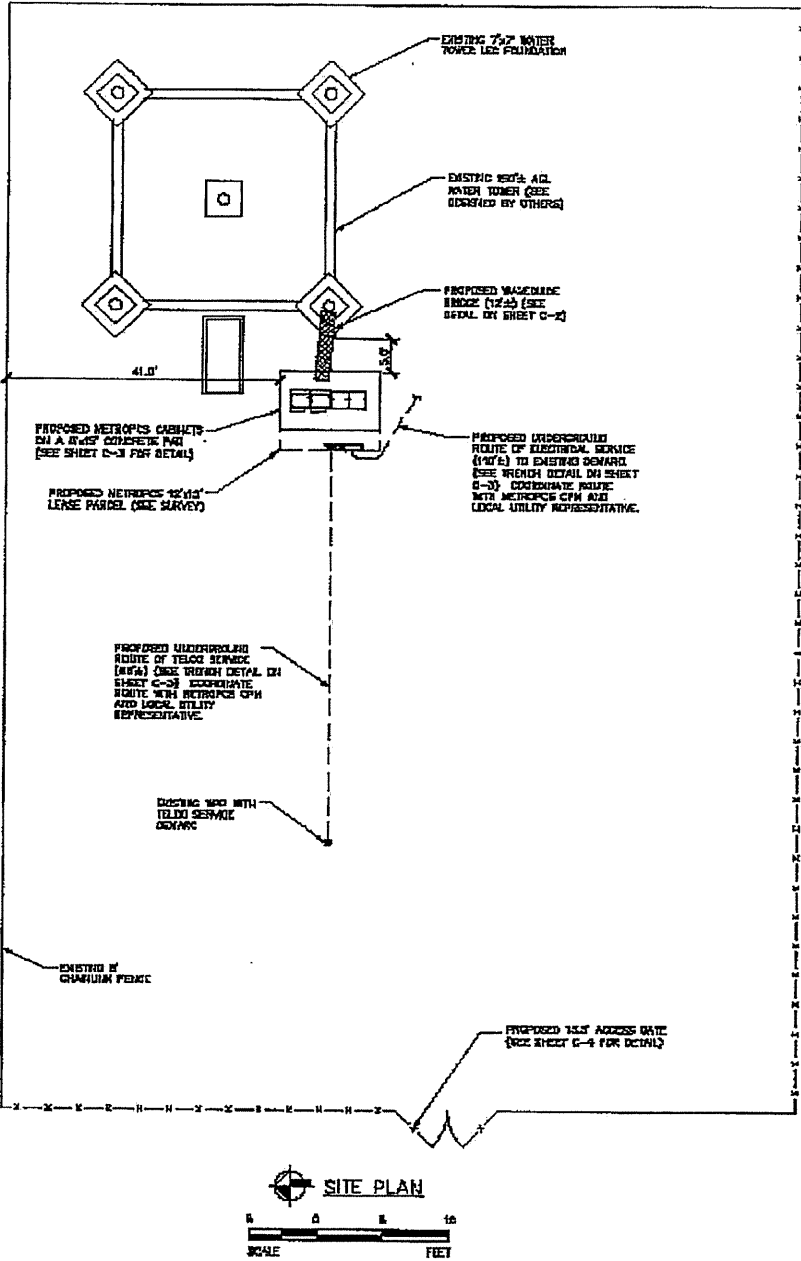
Site situated in the City of Pahokee, County of Palm Beach, State of Florida commonly described as follows:

Legal Description:

17-42-37, LT 210 FT X 210 FT IN SE ¼ LYG E OF CO RD IN DB720P406

Sketch of Site:





Owner Initials [Signature]

City Attorney Initials VW

METRO PCS Initials [Signature]

Note: Owner and METRO PCS may, at METRO PCS's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

This instrument prepared by:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Return this instrument to:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Do not write above this line - this space reserved for recording purposes

EXHIBIT B to Metro PCS

Site Name: Pahokee Water Tower

PCS Site Agreement

Site L. D. WPM791SW491

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 2005, between City of Pahokee ("Owner") and MetroPCS California/Florida, Inc., a corporation ("**METRO PCS**").

Such Agreement provides in part that Owner leases to **METRO PCS** a certain site ("Site") located at 335 Muck City Road, City of Pahokee, County of Palm Beach, State of Florida, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 2005, which term is subject to four (4) additional five (5) year extension periods by **METRO PCS**.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

By: _____
Name: _____
Title: _____
Address: _____

Witnesses as to Owner:

Printed Name: _____

Printed Name: _____

"METRO PCS"

MetroPCS California/Florida, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____
Address: _____

Witnesses as to METRO PCS:

Printed Name: _____

Printed Name: _____

OWNER NOTARY BLOCK:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2005, by _____ as _____ of
_____, a _____ corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

METRO PCS NOTARY BLOCK:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2005, by _____
_____ of MetroPCS California/Florida, Inc., a Delaware corporation,
who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

This instrument prepared by:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Return this instrument to:
Michael Christiansen
Mastriana & Christiansen
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

Do not write above this line - this space reserved for recording purposes

Memorandum of PCS Site Agreement

Site Name: Pahokee Water Tower

Site I. D. WPM791SW491

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated April 29, 2005, between City of Pahokee ("Owner") and MetroPCS California/Florida, Inc., a corporation ("METRO PCS").

Such Agreement provides in part that Owner leases to **METRO PCS** a certain site ("Site") located at 335 Muck City Road, City of Pahokee, County of Palm Beach, State of Florida, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on April 29, 2005, which term is subject to four (4) additional five (5) year extension periods by **METRO PCS**.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

By:

Name:

Title:

Address:



J. P. SASSER

MAYOR

1711 LAKE AVE PAHOKEE FL 33476

"METRO PCS"

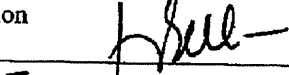
MetroPCS California/Florida, Inc., a Delaware corporation

By:

Name:

Title:

Address:

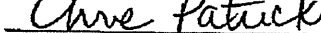


FRANK BELL

VP/EM FLORIDA

1401 NW 136TH AVENUE
SUNRISE, FLORIDA 33323

Witnesses as to Owner:



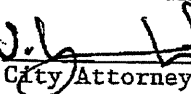
Printed Name:

ARRIE PATRICK

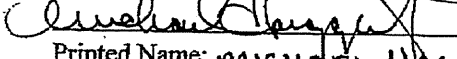


Printed Name:

Shelia Sanchez

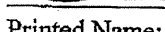

City Attorney

Witnesses as to METRO PCS:



Printed Name:

MICHAEL HAGGERTY



Printed Name:

ANDREW LEWIS

OWNER NOTARY BLOCK:

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of May, 2005, by J.P. Sasser as Mayor of City of Pahokee, a corporation.

(AFFIX NOTARIAL SEAL)



My commission expires: May 1, 2009

Patricia C. McLean
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF FLORIDA

PATRICIA C. McLEAN
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: DD 424233

METRO PCS NOTARY BLOCK:

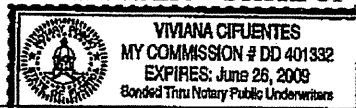
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of APRIL, 2005, by FRANK BELL of VP/GM FLORIDA of MetroPCS California/Florida, Inc., a Delaware corporation, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)

My commission expires: 6-26-09

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Florida



(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT A to Memorandum of PCS Site Agreement

Site Name: Pahokee Water Tower

Site I. D. WPM791SW491

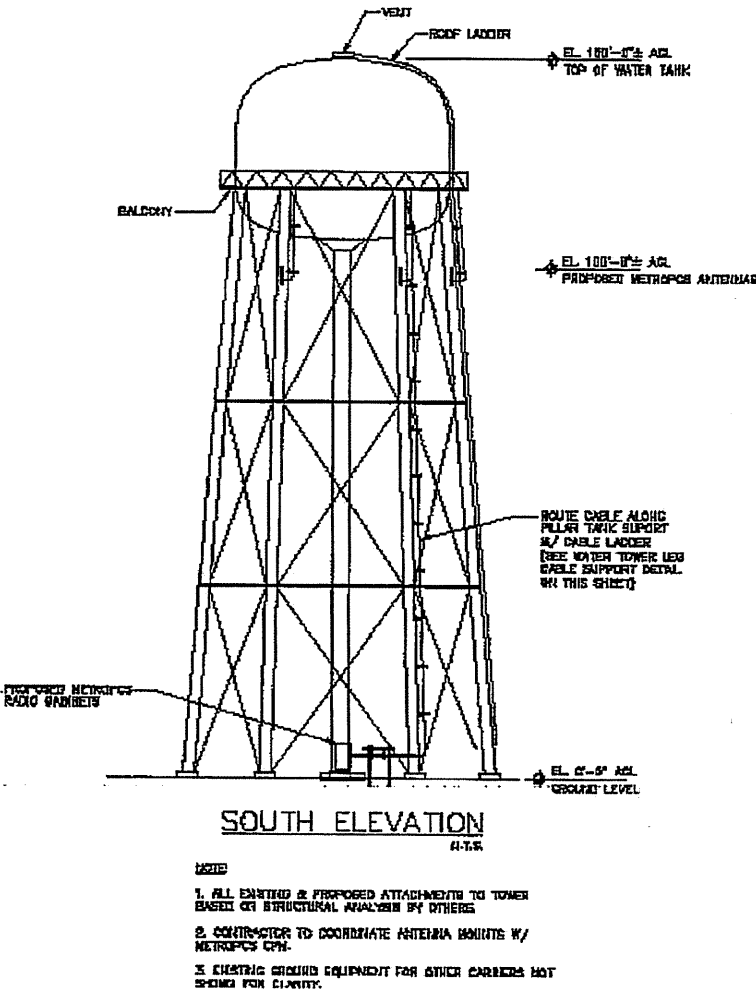
Site/Legal Description

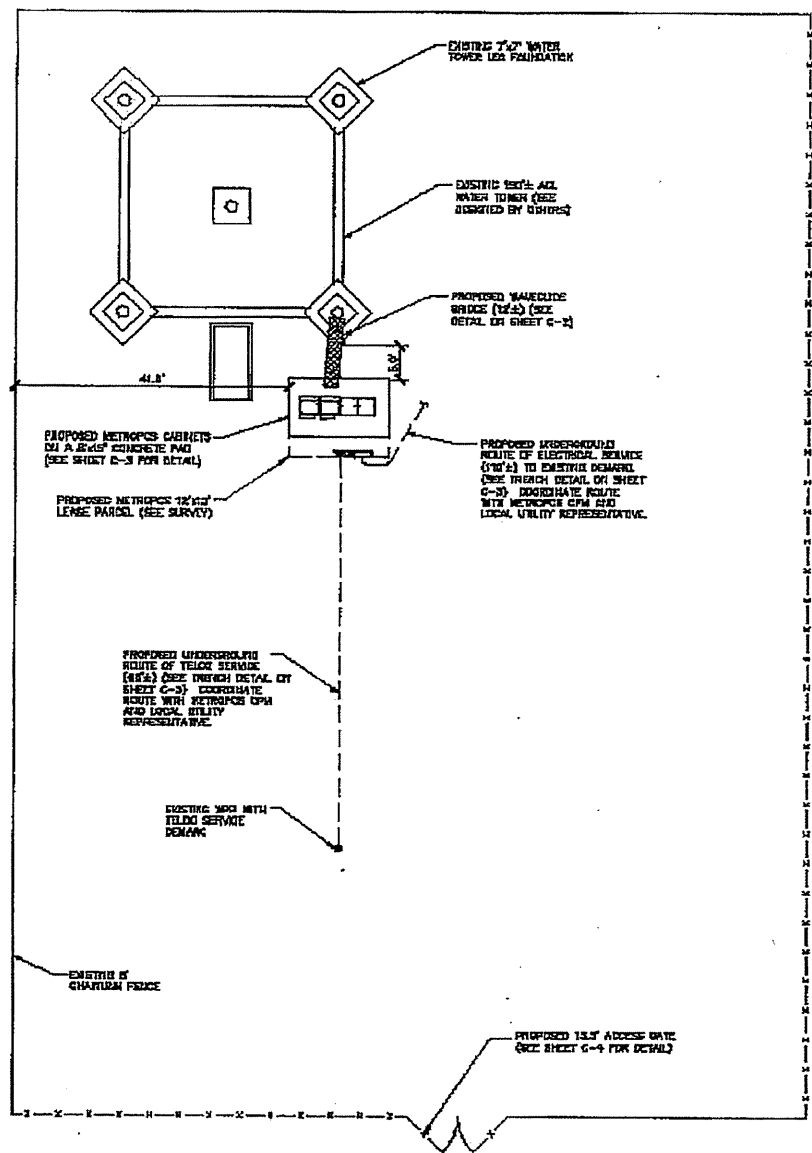
Site situated in the City of Pahokee, County of Palm Beach, State of Florida commonly described as follows:


Legal Description:

17-42-37, LT 210 FT X 210 FT IN SE ¼ LYG E OF CO RD IN DB720P406

Sketch of Site:





 **SITE PLAN**

0 5 10
SCALE FEET

NOTES: SITE PLAN BASED UPON SURVEY INFORMATION
PROVIDED BY MSP CONSULTANTS, INC.

1. All dimensions are in feet and inches.
2. All dimensions are to the centerline of the structure.
3. All dimensions are to the centerline of the structure.
4. All dimensions are to the centerline of the structure.

Owner Initials _____

METRO PCS Initials _____

Note: Owner and METRO PCS may, at METRO PCS's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

ATTACHMENT #5
CERTIFICATE OF DIRECTOR with Exhibit "A" - 2 PAGES

CERTIFICATE OF DIRECTOR


The undersigned is the Director of the Water Utilities Department (the "Department") of Palm Beach County, Florida (the "County"). The County intends to transfer those certain water tanks and surrounding lands (collectively, the "Water Tanks") as more fully described in Exhibit A in accordance with a County Deed and As-Is Acknowledgement between the County and the City of Pahokee, Florida ("Pahokee") pursuant to which Pahokee will assume liability related to the Water Tanks and surrounding property in consideration of such transfer.

In accordance with the requirements of Section 4E of Article III of Resolution No. 84-1206, as amended, originally adopted by the Board of County Commissioners on August 23, 1984, I hereby find that the Water Tanks (and surrounding lands) as shown in Exhibit A are no longer necessary or useful or profitable in the operation of the Water and Sewer System, and said property comprises less than 1/4 of 1% of the gross book value of the fixed assets of the Water and Sewer System.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date written below.

WITNESSES:

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT

Signature: 

By: 

Department Director

Print Name: Hassan Hadjime

Date: 4-25-18

Signature: 

Print Name: Kenny Rampersad

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

EXHIBIT "A"

PARCEL A-3 (former Pahokee Elevated Water Tower #1 Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF LOT 22-A AND LOT 23-A OF THE PLAT OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND SUPPLEMENTAL PLAT OF FRAC. SEC. 18 TWP. 42 S. RG. 37 E. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 60 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT A-23; THENCE SOUTH 31°09'45" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF SAID LOT A-23, A DISTANCE OF 68.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 31°09'45" EAST ALONG SAID WEST LINE, A DISTANCE OF 18.76 FEET; THENCE NORTH 58°54'11" EAST DEPARTING SAID WEST LINE, A DISTANCE OF 70.84 FEET; THENCE SOUTH 31°08'16" EAST, A DISTANCE OF 8.90 FEET; THENCE NORTH 58°59'57" EAST, A DISTANCE OF 11.26 FEET TO A POINT BEING ON THE EAST LINE OF SAID LOT A-23 ALSO BEING THE WEST LINE OF SAID LOT A-22; THENCE CONTINUE NORTH 58°59'57" EAST, A DISTANCE OF 55.82 FEET; THENCE NORTH 30°41'43" WEST, A DISTANCE OF 52.12 FEET; THENCE SOUTH 58°36'30" WEST, A DISTANCE OF 38.67 FEET; THENCE 31°19'57" EAST, A DISTANCE OF 24.15 FEET; THENCE SOUTH 58°54'11" WEST, A DISTANCE OF 17.65 FEET TO A POINT ON THE WEST LINE OF SAID LOT A-22 ALSO BEING THE EAST LINE OF SAID LOT A-23; THENCE CONTINUE SOUTH 58°54'11" WEST, A DISTANCE OF 82.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA.

CONTAINING 4,125.82 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

PARCEL A-9 (former Pahokee Elevated Water Tower #3 and Lift Station Property)

A PARCEL OF LAND IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 17, WITH THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN COUNTY ROAD WHICH RUNS ALONG THE EAST SIDE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID SECTION 17 A DISTANCE OF 210 FEET; THENCE RUN DUE NORTH A DISTANCE OF 210 FEET; THENCE RUN WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 17 TO THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD; THENCE SOUTHWESTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.