

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	April 2, 2019	<input checked="" type="checkbox"/> Consent	<input 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) **accept** a Quit Claim Deed from the South Florida Water Management District (District) for an approximately 1.04-acre parcel in Riverbend/Loxahatchee River Battlefield Park (Riverbend Park) subject to reserved access for the District and restrictive covenants preserving and protecting its conservation value and requiring its management and use be consistent with the objectives of the National Wild and Scenic Rivers System;
- B) **approve** an Easement Agreement in favor of the District for the operation and maintenance of District’s existing tri-zone monitoring well at Lake Lytal Park; and
- C) **approve** an Easement Agreement in favor of the District for a proposed monitoring well station at John Prince Memorial Park.


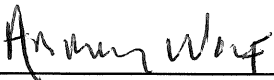
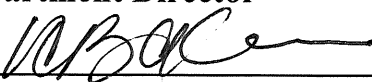
Summary: Riverbend Park’s overall size is approximately 727 acres. The County owns approximately 217 acres and the District owns approximately 510 acres. The County, through concession agreements, has operated a kayak launch ramp on approximately 1.04 acres of property owned by the District and leased to the County (The “District Tract”). The District has agreed to convey the District Tract to County in exchange for the County granting the District two (2) easements for monitoring wells within Lake Lytal and John Prince Memorial Parks. The conveyance of the District Tract to the County will be subject to restrictive covenants preserving and protecting its conservation value, and requiring its management and use be consistent with the objectives of the National Wild and Scenic Rivers System Act. A non-exclusive easement will be granted to District for the operation and maintenance of District’s existing tri-zone monitoring well located at Lake Lytal Park. Also, a non-exclusive easement will be granted to District for a monitoring well station at John Prince Memorial Park. The easement area for the tri-zone monitoring well contains approximately 101.34 square feet (0.002 acres). The easement area for the proposed monitoring well station contains approximately 3380.88 square feet (0.08 acres). Both easements will be granted to District at no charge in exchange for District conveying the District Tract to County. (PREM) Districts 1, 2 & 3 (HJF)

Background and Justification: On October 16, 2018, the Board approved a Concessionaire Service Agreement (R-2018-1686) with Jupiter Outdoor Center, Inc. (Center) for the operation of a water sports and recreational rental equipment concession at Riverbend Park. The kayak/canoe launch area utilized by Center is located on the District Tract. In order to protect itself from liability, the District wants to transfer title to the District Tract to the County in exchange for two (2) monitoring well easements. The Concessionaire Service Agreement with Center was structured to require that upon the County obtaining title to the District Tract, the guaranteed annual rent for the Concession Service Agreement with Center will increase 12%, from \$26,400 (\$2,200/month) to \$30,000 (\$2,500/month).

CONTINUED ON PAGE 3

Attachments:

- 1. Location Maps (3)
- 2. Quit Claim Deed (w/exhibit “A”)
- 3. Easement Agreement (w/exhibit “A”) – Lake Lytal
- 4. Easement Agreement (w/exhibit “A”) – John Prince

Recommended By:			3/4/19
		Department Director	Date
Approved By:			3/25/19
	County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
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 _____

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

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

No Fiscal Impact.

Fixed Asset Number:

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Robert Power 3/19/18
OFMB 3/1/18 3/3/18

Dr. J. Jacob 3/22/19
Contract Development and Control 3/21/19

B. Legal Sufficiency:

 3/25/19
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification: The District purchased the District Tract in 1986. The County purchased the abutting Riverbend Park property in 1977. An environmental review will not be performed since the overall park property has been under the County's management for more than 25 years.

On January 12, 1993, the Board approved a Use Agreement (Agreement) (R93-75D) with District to allow monitoring wells in the northwest corner of Lake Lytal Park for studying the Florida aquifer. Subsequent amendments to the Agreement have extended the term and reduced the number of wells to one (1) tri-zone monitoring well. The Agreement, as amended, expired on January 12, 2019, and is being replaced by the new Easement Agreement. On February 19, 2019, staff received District's final approved draft of the easement agreement. The Easement Agreement will allow the District the perpetual right to operate and maintain District's existing tri-zone monitoring well.

The District currently has a water monitoring station within an old boat house building located within John Prince Memorial Park. The boat house has deteriorated to a point where it will be demolished later this year requiring the monitoring well to be replaced. The District will construct, at their sole cost and expense, a new water monitoring station along the Lake Worth Drainage District L-14 Canal, just east of Congress Avenue, within an undeveloped area of John Prince Park. County will grant a perpetual easement to District for this purpose.

TWP
40

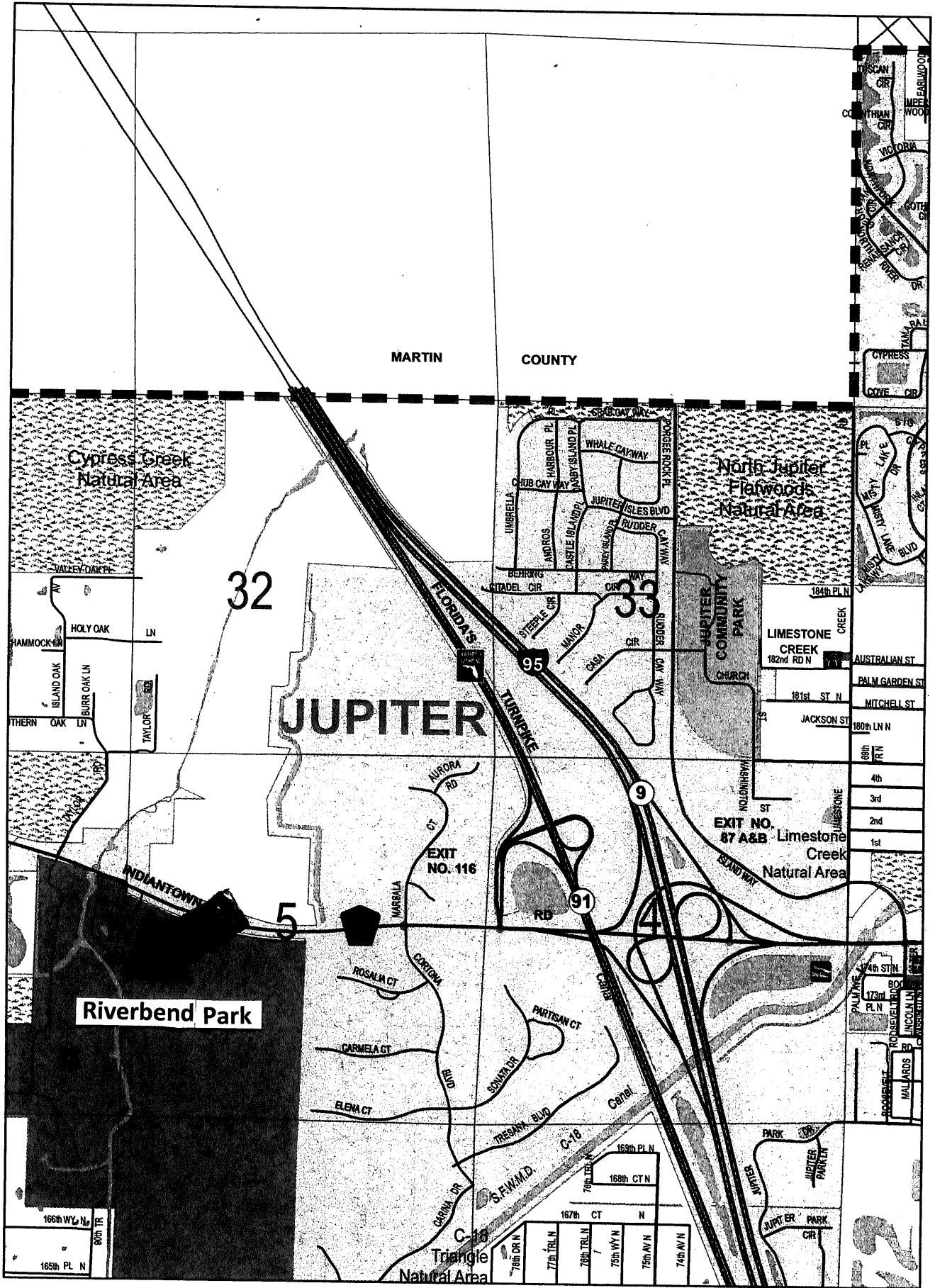
TWP
40

TWP
41

1

2

3



RNG 42

RNG 42

E



D

C

TWP
44

25

TWP
44

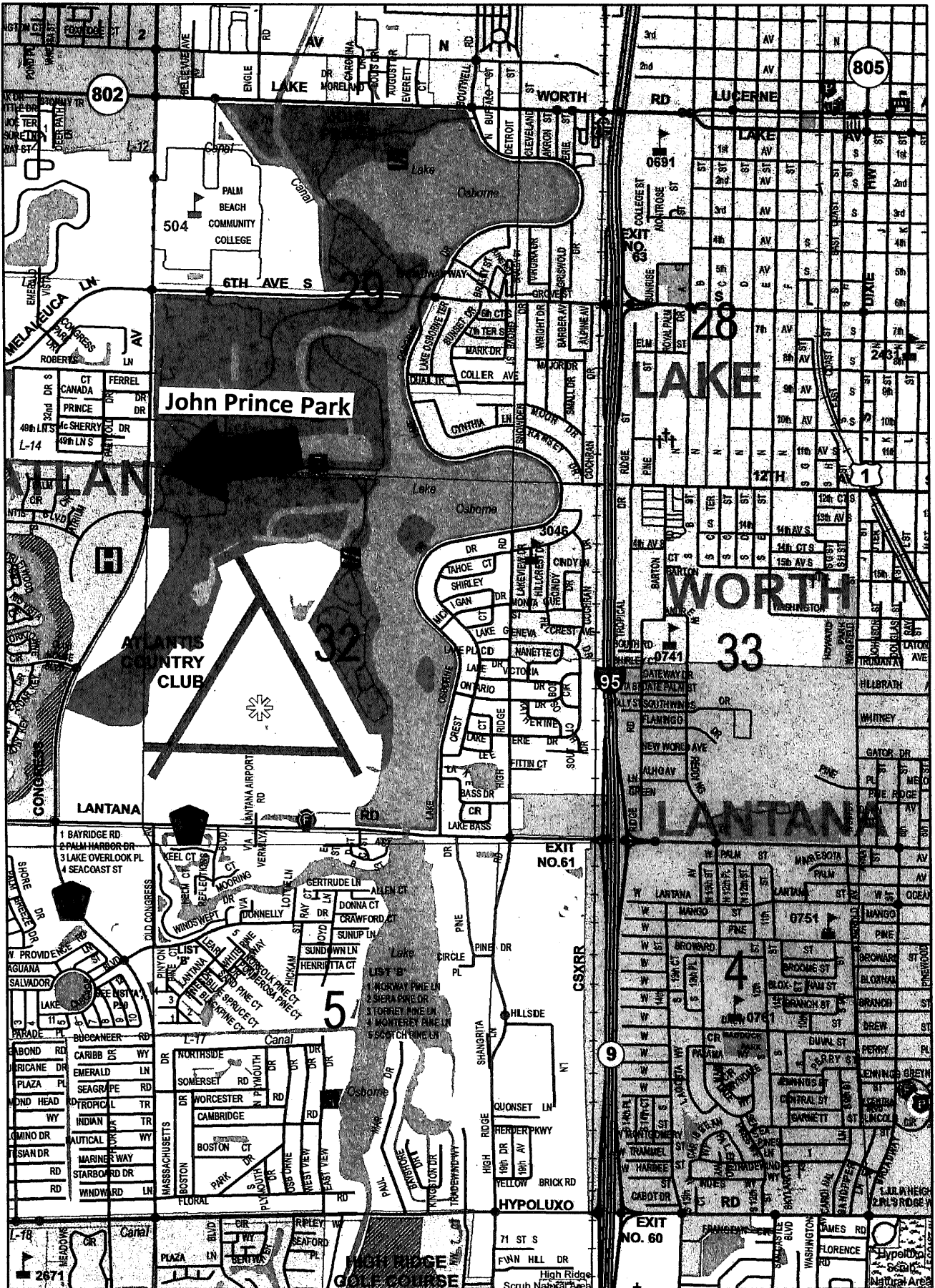
26

TWP
45

27

RNG 43

RNG 43



11

ATTACHMENT #2
QUIT CLAIM DEED with Exhibit "A" - 6 PAGES

This instrument prepared by & return to:
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
ATTN: Real Estate, MSC#3710

SFWMD Tract No.: 43102-015
PCN #: (portion of) 00424106000005020

**QUITCLAIM DEED
WITH
RESTRICTIVE COVENANTS AND RESERVED PERPETUAL ACCESS, INGRESS AND
EGRESS EASEMENT**

THIS INDENTURE made this 10th day of January, 2019, between **South Florida Water Management District**, a government entity created by Chapter 373, Florida Statutes, the "Grantor", with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406-3089 and **Palm Beach County**, a political subdivision of the State of Florida, the "Grantee", whose legal mailing address is 301 North Olive Avenue, Administration, 11th Floor, West Palm Beach, Florida 33401.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof (the "Premises").

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, and metals or petroleum interests in the Premises.

The Grantor makes no express or implied warranty or representation with respect to the title to the Premises or the condition or suitability of the Premises and/or any improvements located thereon for the Grantee's intended use or otherwise (including without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR

PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS) all of which are expressly disclaimed by the Grantor. The Grantee accepts the Premises in its "AS IS,,", "WHERE IS,,", and "WITH ALL FAULTS,,", condition, subject to all matters including but not limited to title, land use, zoning, restrictions, prohibitions and other regulations and/or requirements imposed by governmental authority, taxes, access, ingress or egress, value, operating history, physical conditions, cultural resources, suitability for use, environmental conditions, and conditions with respect to hazardous waste, hazardous substances, or pollutants (as defined or regulated under applicable law) that may be located on, under or adjacent to the Premises. The Premises shall be subject to all applicable Chapter 373, Florida Statutes and Chapter 40E, Florida Administrative Code permitting requirements, and the conveyance of the Premises by the Grantor to the Grantee shall not constitute a waiver by the Grantor of the obligation of the Grantee to comply with all Chapter 373, Florida Statutes and Chapter 40E, Florida Administrative Code permitting requirements and the Grantee acknowledges that there is no obligation on the part of the Grantor to approve the issuance of any required permits. The Grantor's review process for any required permits will be done separately, independent and unfettered of the fact that the Grantor has conveyed the Premises to the Grantee and shall be in accordance with the Grantor's applicable statutes and rules.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only use, benefit and behoof of the said Grantee, its successors and assigns forever, all subject to the following Covenants and Restrictions limiting the use of the Premises and the following Perpetual Easement for Access, Ingress and Egress in, on, over across, through and with respect to the Premises, which is hereby reserved in favor of Grantor:

Covenants and Restrictions:

The conveyance of the Premises is subject to the following covenants and restrictions ("Covenants and Restrictions,,"):

The conservation values of the Premises shall be preserved and the Premises shall be protected forever and used as a conservation area. The Premises shall be preserved in its existing natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition so as to retain such areas as suitable habitat for fish, plants, or wildlife and to foster, preserve, and protect the natural, ecological, wildlife, and plant life features and values of the Premises to prevent any uses of the Premises that will significantly impair or interfere with its conservation values. To the extent not detrimental to the aforementioned, the Premises may otherwise only be used in connection with water based public recreational purposes including fishing, kayaking, and canoeing.

The Premises, being connected to the National Wild and Scenic Rivers System designated Loxahatchee River, shall be used, managed, maintained and operated consistent with the goals, values, purposes and objectives of the National Wild and Scenic Rivers System and the Wild and Scenic Rivers Act.

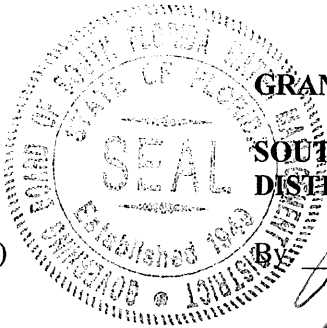
Reserved Perpetual Easement for Access, Ingress and Egress:

Grantor hereby reserves in favor of Grantor, its successors and assigns, a perpetual easement for access, ingress and egress (hereinafter the "Access Easement,") in, on, over, across, through, and with respect to the Premises (hereinafter the "Access Easement Parcel,") benefiting all lands now or hereafter owned by Grantor or which Grantor has an interest in. The Access Easement is reserved for any and all purposes deemed by Grantor to be necessary, convenient, or incident to, or in connection with, unrestricted vehicular and pedestrian access, ingress and egress in, on, over, across, through, and with respect to the Access Easement Parcel, including, but not limited to, the right to move, transport, and operate equipment, vehicles, boats, watercraft, materials and supplies, in connection with construction, operation, effectuation or maintenance of any project in the interest of flood control, reclamation, conservation, water storage, water management, public recreation and allied purposes, now or that may hereafter be conducted by Grantor, or to carry out the purposes and intents of the Statutes of the State of Florida relating to the Grantor presently existing or that may be enacted in the future pertaining thereto. The Access Easement Parcel shall at no time be obstructed by any object which would prohibit access, ingress or egress, to and from any lands owned, controlled or used by Grantor, or which Grantor has an interest in, or in any manner, interfere with the purposes of the Access Easement. Grantor shall have the right, but not the obligation, to improve and/or maintain the Access Easement Parcel as determined by Grantor in order to insure the full enjoyment of the rights reserved under the Access Easement.

The Covenants and Restrictions, Access Easement and other terms and provisions herein contained shall run with the land, shall burden and encumber the Premises, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and successors in title of their respective interests in the Premises, and may not be modified, amended, terminated, or waived without the prior written consent of Grantor.

By acceptance of this Indenture, Grantee agrees, for itself and its successors, assigns, and all subsequent owners of the Premises, to accept the Premises subject to the Access Easement and the Covenants and Restrictions, and agrees to be subject to, abide by and comply with all of the terms, conditions, covenants, restrictions and provisions contained herein.

IN WITNESS WHEREOF, the South Florida Water Management District has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its Secretary.



GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

(Corporate Seal)

Federico E. Fernandez, Chairman

ATTEST:

Rosie Byrd

Secretary/District Clerk

Legal Form Approved By:

140-2019

South Florida Water Management District Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of January, 2019, by Federico E. Fernandez, as Chairman of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who is personally known to me.

Regina M. Kamak
Notary Public



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of January, 2019, by Rosie Byrd, as Secretary of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who is personally known to me.



Regina M. Kamak
Notary Public

z:\District Projects\Named Projects\Loxahatchee River\Legal Description Sketch (LDSK)\T41R42S6 Ehmke SFWMD 43102-015 0 2018\01-AutoCad\43102-015_LDSK.dwg

Exhibit "A"
Tract No. 43102-015

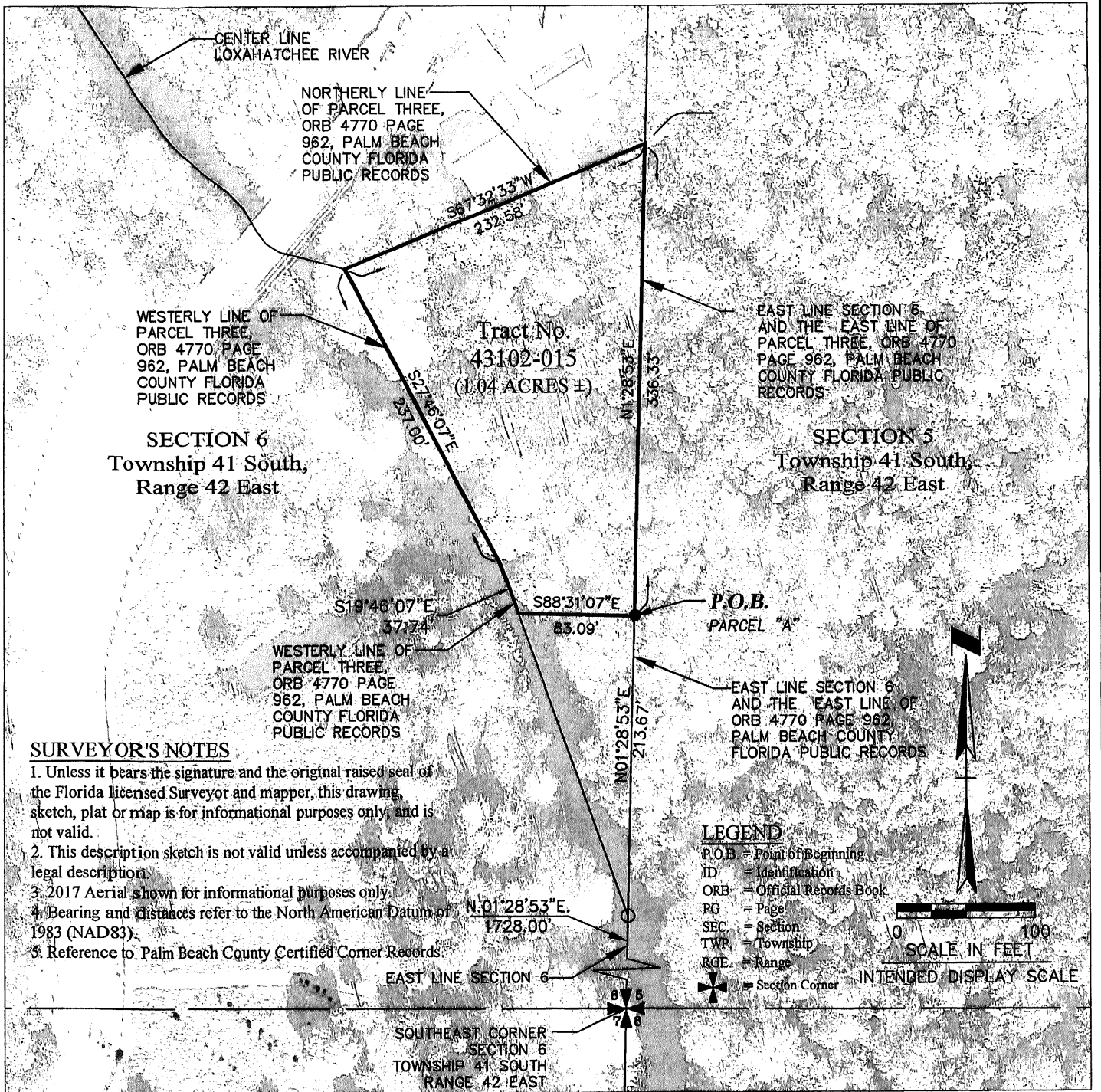
A parcel of land in Section 6, Township 41 South, Range 42 East, Palm Beach County, Florida being a portion of Parcel Three described in Official Records Book 4770, Page 962, Palm Beach County Florida Public Records; Said parcel of land being described as follows:

From the Southeast Corner of said Section 6, bear North 01°28'53" East, along the East line of said Section 6 a distance of 1728.00 feet;
Thence, continue North 01°28'53" East, along said East line and along the East line of said Parcel Three, a distance of 213.67 feet to the **POINT OF BEGINNING**;
Thence continue North 01°28'53" East, along said East line and said East line of Parcel Three a distance of 336.33 feet;
Thence, South 67°32'33" West, along the Northerly line of said Parcel Three, a distance of 232.58 feet;
Thence, South 27°46'07" East, along the Westerly line of said Parcel Three a distance of 237.00 feet;
Thence, South 19°46'07" East, continuing along the Westerly line of said Parcel Three, a distance of 37.74 feet;
Thence, South 88°31'07" East a distance of 83.09 feet, to the **POINT OF BEGINNING**;

The above described parcel of land contains 1.04 acres more or less.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT INFRASTRUCTURE MANAGEMENT BUREAU—SURVEY & MAPPING SECTION P.O. BOX 24680, 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
EXHIBIT "A" Tract No. 43102-015					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
AS	HE	10-01-18	AS SHOWN	43102-015_LDSK.dwg	1 of 2

DRAWN	CHECKED	DATE	REVISIONS



CERTIFICATION

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description and sketch was made under my responsible charge and meets the applicable Standards of Practice for a description/sketch as set forth by the Florida Board of Professional Surveyors and Mappers in 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida State Statutes. No search of the public records has been made by this office.

DATE OF SIGNATURE: 02-01-18

Howard J. Ehmke II

Howard J. Ehmke II
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4191

THIS IS NOT A SURVEY

SECTION 6
TOWNSHIP 41 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INFRASTRUCTURE MANAGEMENT BUREAU-SURVEY & MAPPING SECTION
P.O. BOX 24680, 3301 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA 33416-4680

EXHIBIT "A"
Tract No. 43102-015

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
AS	HE	10-01-18	AS SHOWN	43102-015_LDSK.dwg	2 of 2

ATTACHMENT #3
EASEMENT AGREEMENT with Exhibits “A” - 12 PAGES
Lake Lytal

Prepared by & Return to:
Marcel Pessoa, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Property Control Number: 00-43-44-06-00-000-3020

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement”), made this _____ day of _____, 2019, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, hereinafter referred to as “County”, and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, whose mailing address is 3301 Gun Club Rd, West Palm Beach, FL 33406, hereinafter referred to as “SFWMD”.

W I T N E S S E T H:

WHEREAS, County and SFWMD entered into a Use Agreement dated January 12, 1993 (R93-75D), as amended by Amendment No. 1, dated December 21, 1993 (R93-1657D), Amendment No. 2, dated December 19, 1995 (R95-1769D), Amendment No. 3, dated December 15, 1998 (R98-2088D), Amendment No. 4, dated December 17, 2002 (R2002-2268), Amendment No. 5, dated January 13, 2004 (R2004-0101), and Amendment No. 6, dated December 16, 2008 (R2008-2311) and Amendment No. 7, dated November 5, 2013 (R2013-1605) (the Use Agreement and its Amendments shall collectively be referred to as “Use Agreement”); and

WHEREAS, the Term of the Use Agreement expires on January 12, 2019; and

WHEREAS, SFWMD has requested that County grant SFWMD an easement over the Easement Premises for purposes of access, operation and maintenance of the existing Tri-Zone monitoring well; and

WHEREAS, County wishes to provide SFWMD, a non-exclusive easement over the Easement Premises for the Tri-Zone monitoring well.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. Grant of Easement. County does hereby grant to SFWMD a perpetual non-exclusive easement to operate, maintain and replace the existing Tri-Zone monitoring well located within a portion of the County's park property as legally described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), together with reasonable ingress and egress over, the County's adjoining property. SFWMD will be allowed to utilize the County's adjoining property for parking, temporary staging, maneuvering and mobilization for those vehicles and equipment providing active service to the Tri-Zone monitoring well located within the Easement Premises. In connection with SFWMD's utilization of County's adjoining property as authorized above, County acknowledges and agrees SFWMD must have sufficient area to accommodate necessary routine maintenance vehicles and/or equipment as well as occasionally heavy maintenance vehicles and equipment including boom trucks. Any type of service maintenance vehicle and/or equipment being 7 tons or more, or greater than 25 feet in length are hereinafter referred to as "Heavy Maintenance Vehicles". Heavy Maintenance Vehicles will require a minimum of 60 foot circumference and height clearance on the north side of the Easement Premises.

3. Construction. SFWMD has, at its sole cost and expense, constructed the Tri-Zone monitoring well within the confines of the Easement Premises in accordance with the Use Agreement. SFWMD shall not be entitled to construct any additional improvements within the Easement Premises. In no event shall barbed wire or radioactive materials be used in or around the Easement Premises.

4. County's Rights and Interest. The grant of this Easement shall in no way restrict the right and interest of the County in the use, maintenance and quiet enjoyment of the Easement Premises and County's adjoining property to the extent that the County's exercise of such right and interest does not interfere with the rights granted herein, or conflict with any provisions of this Easement.

5. Maintenance, Monitoring, Repair, Restore. SFWMD shall be solely responsible for and shall, at all times, maintain in good condition and repair the Tri-Zone monitoring well and all improvements constructed within the Easement Premises pursuant to this Easement, and restore those portions of the Easement Premises impacted by SFWMD, if necessary, at its sole cost and expense. Further, SFWMD is solely responsible for monitoring operations, data collection, and responding to data equipment failure signals. Additionally, in the event SFWMD abandons or ceases to use the easement granted hereby or this Easement is terminated, SFWMD shall properly and promptly abandon the well and repair, replace and/or restore those portions of the Easement Premises and ingress and egress access areas impacted by SFWMD and any improvements now existing or constructed hereafter within the Easement Premises, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, reasonable wear and tear excepted, using materials of like kind and quality.

6. SFWMD agrees to maintain a fenced area and locking gate around the Tri-Zone monitoring well located within the Easement Premises. Also, SFWMD agrees to prevent any vegetation from growing within the fenced area surrounding the Tri-Zone monitoring well.

7. Other Obligations. SFWMD agrees to diligently pursue all work performed hereunder to completion and exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact upon County's use of the Easement Premises or the County's adjacent property.

8. Protection of Improvements. SFWMD acknowledges that improvements may have been constructed by County within County's adjoining property. Accordingly, SFWMD covenants that it will protect all such improvements and any improvements made by County in the future, including, but not limited to, water mains, irrigation pipes, stormwater pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees, and landscaping which have been or may be placed in the County's adjoining property.

9. Extinguished by Abandonment. If SFWMD ever abandons the Easement granted hereby or ceases to use the same, this Easement shall automatically terminate.

Notwithstanding such automatic termination, SFWMD shall promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

10. Personal Property. County shall have no liability or responsibility whatsoever for SFWMD's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

11. Prohibition Against Liens. Neither County's nor SFWMD's interest in the Easement Premises, shall be subject to liens arising from SFWMD's use of the Easement Premises, or exercise of the rights granted hereunder. SFWMD shall promptly cause any lien imposed against the Easement Premises as a result of SFWMD's activities under this Easement to be discharged or transferred to bond.

12. Notice, Permits. SFWMD shall give County at minimum ten (10) days written notice prior to commencement of any reconstruction and maintenance requiring operation of Heavy Maintenance Vehicles. Routine equipment maintenance, monitoring operations or repairs due to equipment failure or emergencies that do not include the use of Heavy Maintenance Vehicles will not require advance notice to County. In the event of an emergency (e.g. wellhead failure with flow at the surface) requiring use of Heavy Maintenance Vehicles to perform emergency repairs, SFWMD will notify the Parks & Recreation Department at the following contact telephone number: Park Ranger (561) 252-1714 of its intention to mobilize vehicles and equipment necessary to complete emergency repairs.

Any use, including reconstruction and maintenance, pursuant to this Easement shall be performed at SFWMD's sole cost and expense in accordance with all permits related thereto and applicable statutes, codes, rules, regulations, laws, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

13. No Dedication. This Easement is for the use and benefit of SFWMD and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

14. Indemnity. SFWMD shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the SFWMD's negligence in connection with this Easement. The foregoing indemnification shall not require a waiver

of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by SFWMD to indemnify County for County's negligent, willful or intentional acts or omissions.

15. Insurance. Without waiving the right to sovereign immunity as provided by s.768.28 F.S., SFWMD acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event SFWMD maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under s.768.28 F.S., SFWMD shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

SFWMD agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, SFWMD shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above-mentioned coverages.

Compliance with the foregoing requirements shall not relieve SFWMD of its liability and obligations under this Easement.

In addition, SFWMD shall require all contractors to provide, 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 Three Million Dollars (\$3,000,000) 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 Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event contractor does not own any automobiles, contractor shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. SFWMD shall cause any contractor or

subcontractor performing work within the Easement Premises on behalf of SFWMD to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as required herein.

Except for Workers Compensation, all insurance policies shall name County and SFWMD as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County.

All contractors shall provide a Certificate of Insurance evidencing such insurance coverage prior to the commencement of any work pursuant to this Easement, such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of SFWMD under this Easement. Furthermore, SFWMD shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to SFWMD's failure to maintain such insurance.

16. Covenant Running with Land. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land.

17. Assignability. This Easement may not be assigned by SFWMD.

18. Notices. All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), e-mail, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, national overnight delivery service or e-mail; on the date of transmission with confirmed answer back if telecopier or

fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day; or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties acknowledge that, prior to sending any notice via e-mail, each recipient's contact information shall be verified. All notices via e-mails shall require a return receipt. Acknowledgment of receipt from one recipient constitutes delivery of notice.

The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:
Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax No.: (561) 233-0210
email: rhering@pbcgov.org

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax No.: (561) 355-4398
email: hfalcon@pbcgov.org

and

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Fax No.: (561) 963-6747
email: ecall@pbcgov.org

SFWMD:
Attention: Bureau Chief – Water Supply
3301 Gun Club Road

West Palm Beach, Florida 33406
Fax No.: (561) 682-5427
email: watersupplypr@sfwmd.gov

19. Matters of Record. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

20. Default. In the event SFWMD fails or refuses to perform any term, covenant, or condition of this Easement and fails to cure such failure or refusal to perform after receipt of written notice from the County providing a ninety (90) day time frame to cure, County shall have the right to give SFWMD notice that County intends to terminate this Easement upon a specified date not less than ninety (90) days after the date notice is received by SFWMD. In the event of termination, SFWMD shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon surrender of the Easement Premises, if so requested by County.

21. Governing Law & Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

22. Construction. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

23. Entire Understanding. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement.

24. Time of Essence. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within a reasonable time, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

25. Non-Discrimination. The parties will not discriminate against any person with legally protected status in any activity under this Easement Agreement.

26. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by and approved by the Palm Beach County Board of County Commissioners, and recorded by County.

27. No Third Party Beneficiary. No provision of this Easement 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 Easement, including but not limited to any citizens of Palm Beach County or employees of County or SFWMD.

28. Palm Beach County Office of the Inspector General Audit Requirements. The SFWMD will cooperate with the Palm Beach County Office of Inspector General in that Office's review of the contract requirements herein.

29. SFWMD Acceptance. By SFWMD's exercise of the rights granted by this instrument, SFWMD acknowledges and agrees that the conditions imposed herein shall bind and be enforceable against SFWMD to the same extent as if SFWMD had physically executed this instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

Exhibit "A"
Tract No. WB200-009

A parcel of land in Tract 4, Block 2, Section 6, Plat No. 1, Palm Beach Plantations according to the plat thereof as recorded in Plat Book 10, page 20, of the Palm Beach County Florida public records; said parcel lying in Section 6, Township 44 South, Range 43 East, being specifically described as follows:

Commence at the Southwest corner of the Northwest one-quarter (NW¼) of said Section 6, thence North 01°31'37" East, along the West line of said Northwest one-quarter (NW¼) of Section 6, a distance of 2,534.26 feet; Thence, South 88°47'45" East, a distance of 85.62 feet to a point on the Easterly Right of way line for Kirk Road, Palm Beach County Project No. 88564; Thence South 02°40'23" West, along the Easterly Right of Way line of said Kirk Road, a distance of 143.29 feet; Thence, South 88°28'23" East, a distance of 67.31 feet to the **POINT OF BEGINNING**; Thence, South 87°03'59" East, a distance of 10.40 feet; Thence South 04°31'36" West, a distance of 10.13 feet; Thence North 85°09'00" West, a distance of 9.95 feet; Thence North 01°55'45" East, a distance of 9.79 feet, to the **POINT OF BEGINNING**.

The above described parcel of land contains 101.34 square feet more or less.

The bearings in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida, North American Datum of 1983, 1990 Adjustment.

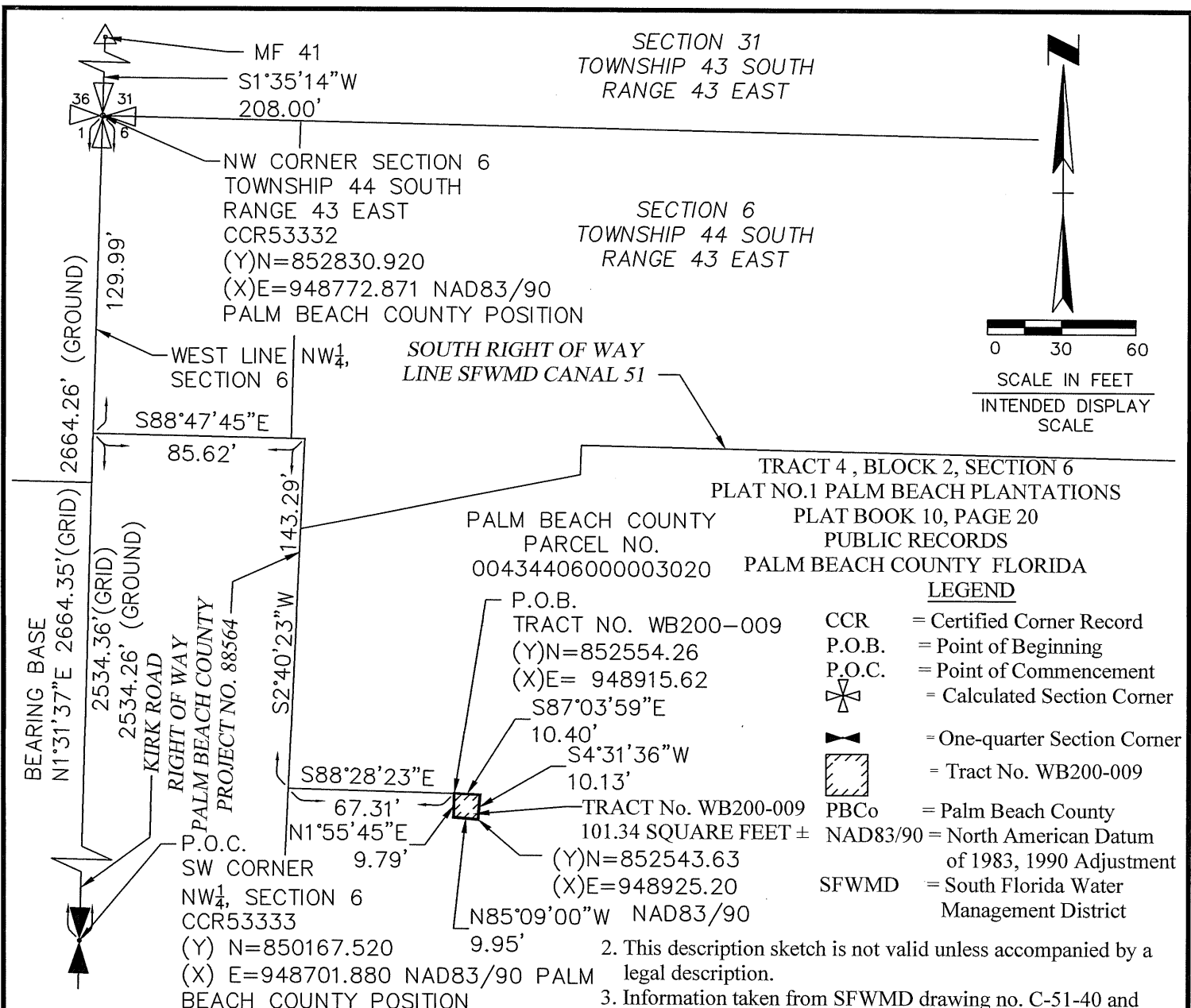
The distances shown in the above description are ground distances.

Scale factor = 1.000039342: Ground distance x scale factor = Grid distance

Gird distance/scale factor = Ground distance

HE		16-JAN-19	GENERAL REVISION
HE	RS	19-DEC-18	REVISED PARCEL SIZE
DRAWN	CHECKED	DATE	REVISIONS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT INFRASTRUCTURE MANAGEMENT BUREAU – SURVEY & MAPPING SECTION 3301 GUN CLUB ROAD WEST PALM BEACH, FLORIDA 33416-4680					
EXHIBIT "A" Tract No. WB200-009					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	30-NOV-18	AS SHOWN	WB200-009_LDSKR3.dwg	1 OF 2



SURVEYOR'S NOTES

1. Unless it bears the signature and the original raised seal of the Florida licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only, and is not valid.

CERTIFICATION

I HEREBY CERTIFY that the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description and sketch was made under my responsible charge and meets the applicable Standards of Practice for a description/sketch as set forth by the Florida Board of Professional Surveyors and Mappers in 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida State Statutes.

No search of the public records has been made by this office.

DATE OF SIGNATURE: 17-Jan-19

Howard J. Ehmke
Howard J. Ehmke II

Professional Surveyor and Mapper

Florida Certificate No. 4191

2. This description sketch is not valid unless accompanied by a legal description.
3. Information taken from SFWMD drawing no. C-51-40 and Official Records Book 14173, page 660, Palm Beach County Florida Public Records.
4. The bearings in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida, North American Datum of 1983, 1990 Adjustment.
5. All distances are ground distances unless otherwise indicated.

THIS IS NOT A SURVEY

SECTION 6
TOWNSHIP 44 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

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

EXHIBIT "A"
Tract No. WB200-009

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
HE	RS	30-NOV-18	AS SHOWN	WB200-009_LDSKR3.dwg	2 of 2

ATTACHMENT #4
EASEMENT AGREEMENT with Exhibits "A" - 12 PAGES

John Prince

Prepared by & Return to:
Peter Banting, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Property Control Number: 00-43-44-28-00-001-3020
(Tract WB200-001)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement”), made this _____ day of _____, 2019, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, hereinafter referred to as “County”, and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT a government entity created by Chapter 373, Florida Statutes**, whose mailing address is 3301 Gun Club Rd, West Palm Beach, FL 33406, hereinafter referred to as “SFWMD”.

W I T N E S S E T H:

WHEREAS, County owns the park property as depicted on Exhibit “A” attached hereto and by this reference made a part hereof (the “Easement Premises”); and

WHEREAS, SFWMD desires to install a monitoring station (“Monitoring Station”) for the purpose of monitoring water quality; and

WHEREAS, SFWMD has requested that County grant SFWMD an easement over the Easement Premises for purposes of access, installation, operation and maintenance of the Monitoring Station; and

WHEREAS, Lake Worth Drainage District (LWDD) has a non-exclusive easement over the Easement Premises for the L-14 Canal right-of-way; and

WHEREAS, SFWMD has obtained a LWDD Permit, Permit No. 16-9879E.01, (“Permit”), authorizing the placement of the Monitoring Station within the Easement Premises; and

WHEREAS, County wishes to provide SFWMD, a non-exclusive easement over the Easement Premises for the proposed Monitoring Station.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activities together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. Grant of Easement. County does hereby grant to SFWMD a perpetual non-exclusive easement to construct, install and maintain the Monitoring Station as set forth in the conditions of the Permit within the Easement Premises legally described in Exhibit "A" attached hereto and made a part hereof, together with reasonable ingress and egress over the County's adjoining property.

3. Construction. SFWMD shall, at its sole cost and expense, construct the Monitoring Station within the confines of the Easement Premises in accordance with the Permit. SFWMD shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified in the Permit or as set forth herein. In no event shall barbed wire be used in or around the Monitoring Station.

4. Hours of Use. SFWMD's use of the Easement Premises is restricted to park maintenance entrance operating hours (M-F, 7:30 a.m. – 3:30 p.m.), located opposite John F. Kennedy Drive, on the east side of Congress Avenue, except in the case of an emergency. In the event of an emergency, SFWMD will notify the Parks & Recreation Department within 24 hours of said emergency at the following contact telephone number: Park Ranger, (561) 252-1714 For after hours (Midnight – 7:30 a.m.) contact the following: Primary contact: John Banzhaf at (561) 358-5985; Secondary contact: Michael Teets at (561) 319-0563; Final contact: Carlos Dueñas at (561) 512-6112.

5. Conditions to Rights of Usage. In the event the Permit is terminated by LWDD, the rights granted pursuant to this Easement shall automatically terminate 120 days thereafter. At termination of the Permit, the Monitoring Station and all improvements and personal property installed by SFWMD pursuant to this Easement shall be removed and the Easement Premises restored pursuant to Section 7 herein. Notwithstanding such

automatic termination, SFWMD shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon surrender of the Easement Premises, if so requested by County.

6. County's Rights and Interest. The grant of this Easement shall in no way restrict the right and interest of the County in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that the County's exercise of such right and interest does not interfere with the rights granted herein.

7. Maintenance, Repair, Restore. SFWMD shall be solely responsible for and shall, at all times, maintain in good condition and repair all improvements constructed within the Easement Premises pursuant to this Easement, and restore those portions of the Easement Premises impacted by SFWMD if necessary, at its sole cost and expense. Additionally, in the event SFWMD abandons or ceases to use the easement granted hereby or this Easement is terminated, SFWMD shall promptly repair, replace and/or restore those portions of the Easement Premises impacted by SFWMD and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, reasonable wear and tear excepted, using materials of like kind and quality.

8. Other Obligations. SFWMD agrees to diligently pursue all work performed hereunder to completion and exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact upon County's use of the Easement Premises or the County's adjacent property.

9. Protection of Improvements. SFWMD acknowledges that improvements may have been constructed by County within the Easement Premises or County's adjoining property. Accordingly, SFWMD covenants that it will protect all such improvements and any improvements made by County in the future, including, but not limited to, water mains, irrigation pipes, stormwater pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees, and landscaping which have been or may be placed in the Easement Premises.

10. Extinguished by Abandonment. If SFWMD ever abandons the Easement granted hereby or ceases to use the same, this Easement shall automatically terminate. Notwithstanding such automatic termination, SFWMD shall satisfy the conditions set forth

in Section 5 herein and promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

11. Personal Property. County shall have no liability or responsibility whatsoever for SFWMD's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

12. Prohibition Against Liens. Neither County's nor SFWMD's interest in the Easement Premises, shall be subject to liens arising from SFWMD's use of the Easement Premises, or exercise of the rights granted hereunder. SFWMD shall promptly cause any lien imposed against the Easement Premises as a result of SFWMD's activities under this Easement to be discharged or transferred to bond.

13. Notice, Permits. SFWMD shall give County ten (10) days written notice prior to commencement of construction. Any improvements constructed pursuant to this Easement shall be constructed at SFWMD's sole cost and expense in accordance with all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

14. No Dedication. This Easement is for the use and benefit of SFWMD and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

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

16. Insurance. Without waiving the right to sovereign immunity as provided by s.768.28 F.S., SFWMD acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event SFWMD maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under s.768.28 F.S., SFWMD shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

SFWMD agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, SFWMD shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve SFWMD of its liability and obligations under this Easement.

In addition, SFWMD shall require all contractors to provide, 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 Three Million Dollars (\$3,000,000) 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 Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event contractor does not own any automobiles, contractor shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. SFWMD shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of SFWMD to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as required herein.

Except for Workers Compensation, all insurance policies shall name County and SFWMD as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County.

All contractors shall provide a Certificate of Insurance evidencing such insurance coverage prior to the commencement of any work pursuant to this Easement, such

Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of SFWMD under this Easement. Furthermore, SFWMD shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to SFWMD's failure to maintain such insurance.

17. Intentionally deleted.

18. Covenant Running with Land. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land.

19. Assignability. This Easement may not be assigned by SFWMD.

20. Notices. All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), e-mail, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day; or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties acknowledge that, prior to sending any notice via e-mail, each recipient's contact information shall be verified. All notices via e-mails shall require a return receipt. Acknowledgment of receipt from one recipient constitutes delivery of notice.

The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:
Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax No.: (561) 233-0210
email: rhering@pbcgov.org

With a copy to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax No.: (561) 355-4398
email: hfacon@pbcgov.org

and

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Fax No.: (561) 963-6747
email: ecall@pbcgov.org

SFWMD:
Attention: Bureau Chief – Water Supply
3301 Gun Club Road
West Palm Beach, Florida 33406
Fax No.: (561) 682-5427
email: SCADAMaintenance@sfwmd.gov

With a copy to:

South Florida Water Management District
Garnett Ritchie, SCADA Maintenance Supervisor
8894 Belvedere Road
West Palm Beach, Florida 33411
Fax No.: 561-682-5616
e-mail: gritchi@sfwmd.gov

21. Matters of Record. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

22. Default. In the event SFWMD fails or refuses to perform any term, covenant, or condition of this Easement and fails to cure such failure or refusal to perform after receipt of written notice from the County providing a ninety (90) day time frame to cure, County shall have the right to give SFWMD notice that County intends to terminate this Easement upon a specified date not less than ninety (90) days after the date notice is received by SFWMD.

23. Governing Law & Venue. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

24. Construction. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

25. Entire Understanding. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement.

26. Time of Essence. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within a reasonable time, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

27. Non-Discrimination. The parties will not discriminate against any person with legally protected status in any activity under this Easement Agreement.

28. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by and approved by the Palm Beach County Board of County Commissioners, and recorded by County.

29. No Third Party Beneficiary. No provision of this Easement 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 Easement, including but not limited to any citizens of Palm Beach County or employees of County or SFWMD.

30. Palm Beach County Office of the Inspector General Audit Requirements. The SFWMD will cooperate with the Palm Beach County Office of Inspector General in that Office's review of the contract requirements herein.

31. SFWMD Acceptance. By SFWMD's exercise of the rights granted by this instrument, SFWMD acknowledges and agrees that the conditions imposed herein shall bind and be enforceable against SFWMD to the same extent as if SFWMD had physically executed this instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

EXHIBIT "A"
JOHN PRINCE MEMORIAL PARK
SFWMD WATER MONITORING STATION
WATER MONITORING STATION
TRACT ID WB200-001

All that part of Section 32, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

The East 52 feet of the West 270 feet of the North 65 feet of said Section 32;

Containing 3380.88 square feet (0.08 acres) more or less.

The bearing shown here on are relative to the North line of Section 32, Township 44 South, Range 43 East, (South 87° 38'41" East) and all bearing are relative, and refer to the standard plane rectangular coordinate system for the East Zone of Florida, North American Datum of 1983, 1990 Adjustment.

The distances called for in the above description are ground distances.

Scale factor = 1.000044029: Ground distance x scale factor = Grid distance

Gird distance/scale factor = Ground distance

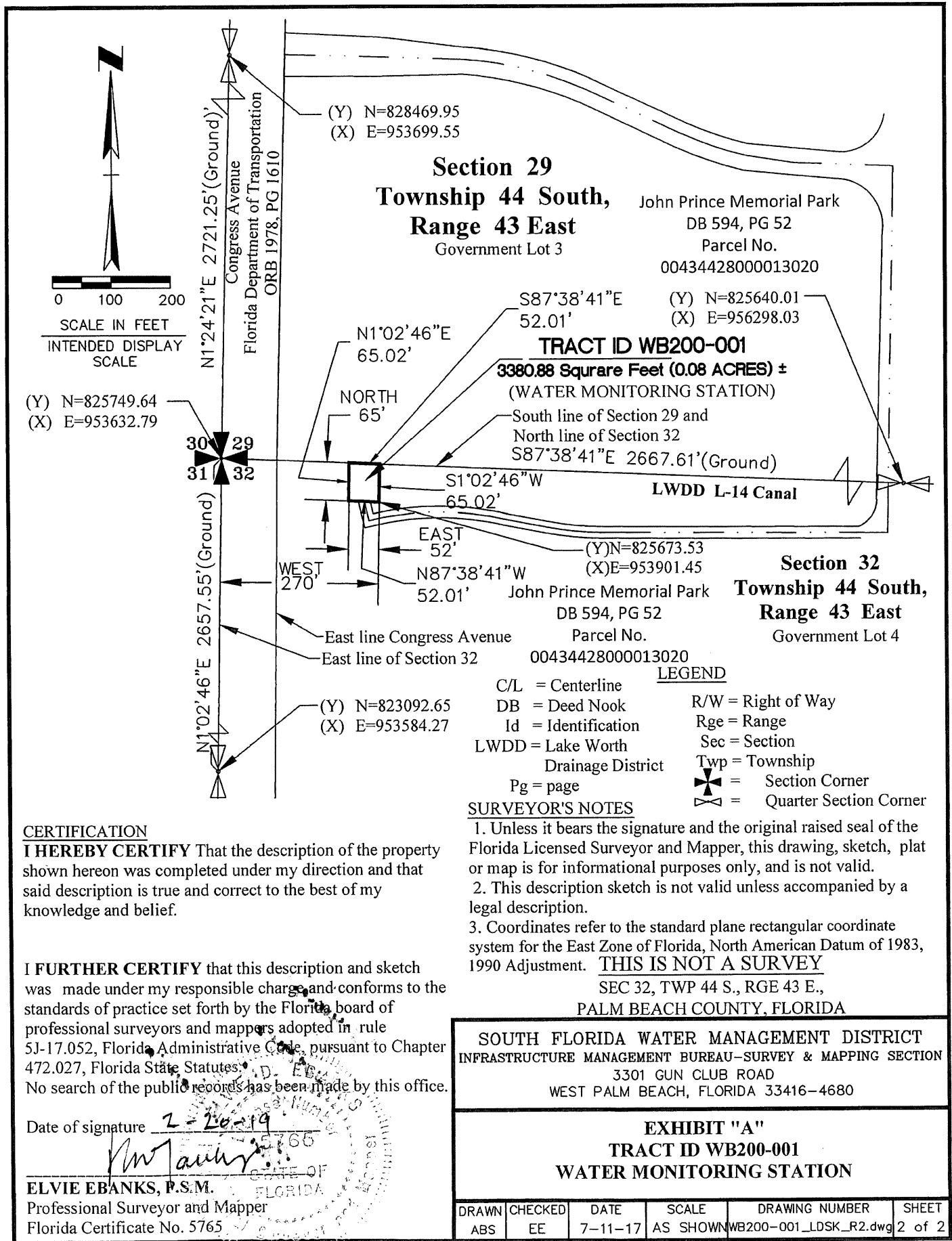
This Legal Description is not valid unless accompanied by a Description Sketch.

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

EXHIBIT "A"
TRACT ID WB200-001
WATER MONITORING STATION

				WATER MONITORING STATION					
HE	EE	02-18-19	ADDED PBCo COMMENTS	DRAWN ABS	CHECKED EE	DATE 7-11-17	SCALE AS SHOWN	DRAWING NUMBER WB200-001_LDSK_R2.dwg	SHEET 1 OF 2
ABS	EE	10-25-18	REVISED FOR UPDATING						
DWN	CH'KED	DATE	REVISIONS						

Y:\IN-HOUSE PROJECTS\Legal Descriptions\2017 John Prince Memorial Park\WB200-001\01 AutoCad\WB200-001_LDSK2018_R2.dwg



CERTIFICATION

I HEREBY CERTIFY That the description of the property shown hereon was completed under my direction and that said description is true and correct to the best of my knowledge and belief.

I FURTHER CERTIFY that this description and sketch was made under my responsible charge and conforms to the standards of practice set forth by the Florida board of professional surveyors and mappers adopted in rule 5J-17.052, Florida Administrative Code, pursuant to Chapter 472.027, Florida State Statutes. No search of the public records has been made by this office.

Date of signature 2-26-19

ELVIE EBANKS, P.S.M.
Professional Surveyor and Mapper
Florida Certificate No. 5765

- LEGEND
- C/L = Centerline
DB = Deed Nook
Id = Identification
LWDD = Lake Worth Drainage District
Pg = page
- R/W = Right of Way
Rge = Range
Sec = Section
Twp = Township
Section Corner
Quarter Section Corner

SURVEYOR'S NOTES

1. Unless it bears the signature and the original raised seal of the Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only, and is not valid.
2. This description sketch is not valid unless accompanied by a legal description.
3. Coordinates refer to the standard plane rectangular coordinate system for the East Zone of Florida, North American Datum of 1983, 1990 Adjustment.

THIS IS NOT A SURVEY
SEC 32, TWP 44 S., RGE 43 E.,
PALM BEACH COUNTY, FLORIDA

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

EXHIBIT "A"					
TRACT ID WB200-001					
WATER MONITORING STATION					
DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
ABS	EE	7-11-17	AS SHOWN	WB200-001_LDSK_R2.dwg	2 of 2