

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	April 7, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Engineering and Public Works		
Submitted By:	Engineering and Public Works		
Submitted For:	Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution repealing and replacing Resolution No. R-87-1071, delegating authority to the County Administrator or designee to accept right-of-way related instruments, and authorize payments when consideration for such instruments are at or below the appraised value.

Summary: Adopting this Resolution will authorize the County Administrator or designee to accept Warranty Deeds, Special Warranty Deeds, Quit Claim Deeds, Drainage Easements, Embankment Easements, Limited Access Easements, Line-of-Sight Easements, Pathway Easements, Permanent Easements, Relocatable Drainage Easements, Right-of-Way Easements, Sidewalk Easements, Signal Easements, Temporary Construction Easements and Removal Agreements (collectively Instruments), associated with a right-of-way conveyance, and authorize payments for such conveyances when the consideration is at or below the appraised value. Repealing and replacing R-87-1071 changes the original delegated authority and specifies the various types of instruments to be accepted. **In accordance with Palm Beach County Ordinance (2019-038), a supermajority vote (5 votes) is required by the Board of County Commissioners (BCC) for this delegation of authority as it involves fee simple real property. Countywide (YBH)**

Background and Justification: In 1987, the BCC granted delegated authority to the County Engineer to accept warranty deeds conveying right-of-way to the County. That delegated authority is being updated to the County Administrator or designee with a list of specific instruments that are typically encountered. As part of the roadway improvement process, property owners are frequently required to convey right-of-way and/or easements to the County. Some of the conveyances are received as conditioned donations, while others must be purchased by the County. The timeframe associated with approval and acceptance by the BCC for these instruments often causes significant delays in the process for constructing much needed roadway improvements. The Engineering Department recommends that the BCC adopt the Resolution authorizing the County Administrator or designee to accept instruments, and authorize payments on behalf of the BCC when consideration is at or below the appraised value.

Attachments:

1. Resolution with Exhibits "A, B, C, D, E, F, G, H, I, J, K, L, M, N & O"
2. Resolution R-87-1071

Recommended by:	<i>YBH/TEL</i> <u><i>David J. [Signature]</i></u>	<u><i>3/11/2020</i></u>
	County Engineer	Date
Approved by:	<u><i>[Signature]</i></u>	<u><i>3/18/20</i></u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# 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

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: *Aliekovalanen*

III. REVIEW COMMENTS

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

P. K... 3/12/2020
 KP 3/12
 OFMB 3/12

J. J. Jacob... 3/16/2020
 Contract Dev. and Control
 3/13/2020 JW

B. Approved as to Form and Legal Sufficiency:

M. Herman 3/16/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

RESOLUTION NO. R-2020 - _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (BCC) OF PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. R-87-1071, DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR OR DESIGNEE TO ACCEPT RIGHT-OF-WAY RELATED INSTRUMENTS AND TO AUTHORIZE PAYMENT WHEN CONSIDERATION FOR SUCH INSTRUMENTS IS AT OR BELOW THE APPRAISED VALUE.

WHEREAS, as part of the roadway improvement process, property owners are frequently required to convey right-of-way to the County; and

WHEREAS, Resolution R-87-1071 granted delegated authority to the County Engineer to accept warranty deeds conveying right-of-way to the County; and

WHEREAS, the County finds it necessary to accept right-of-way related instruments [Warranty Deeds (Exhibit “A”), Special Warranty Deeds (Exhibit “B”), Quit Claim Deeds (Exhibit “C”), Drainage Easements (Exhibit “D”), Embankment Easements (Exhibit “E”), Limited Access Easements (Exhibit “F”), Line-Of-Sight Easements (Exhibit “G”), Pathway Easements (Exhibit “H”), Permanent Easements (Exhibit “I”), Relocatable Drainage Easements (Exhibit “J”), Right-of-Way Easements (Exhibit “K”), Sidewalk Easements (Exhibit “L”), Signal Easements (Exhibit “M”), Temporary Construction Easements (Exhibit “N”) and Removal Agreements (Exhibit “O”), collectively Instruments] for roadway improvements; and

WHEREAS, some of the conveyances are received as donations, while others are received as a condition of zoning, or must be purchased by the County; and

WHEREAS, the County’s Real Property Acquisition, Disposition and Leasing Ordinance (2019-038) allows for delegation of authority to the County Administrator or designee regarding standard form documents as may be approved by the BCC from time to time; and

WHEREAS, the need to expedite roadway improvements provides the justification for delegating authority to the County Administrator or designee to accept routine Instruments and authorize payment for conveyances when consideration for conveyances is at or below the appraised value; and

WHEREAS, a quarterly report will be provided to the BCC listing all the Instruments accepted by the County Administrator or designee and any payment authorized as appropriate.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that:

1. The recitals contained above are true and correct and incorporated herein by reference.
2. Resolution R-87-1071 shall be repealed effective upon adoption of this Resolution.
3. The County Administrator or designee is hereby delegated authority to accept, on behalf of the BCC, routine Instruments, using the attached or substantially similar standard form documents, and authorize payment for the Instruments when consideration for such Instruments is at or below the appraised value.
4. A quarterly report will be provided to the BCC listing all the Instruments accepted by the County Administrator or designee and any payment authorized therefore.
5. This Resolution shall take effect upon adoption by the BCC.

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:

Dave Kerner, Mayor	_____
Robert S. Weinroth, Vice Mayor	_____
Hal R. Valeche	_____
Gregg K. Weiss	_____
Mary Lou Berger	_____
Melissa McKinlay	_____
Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 20_____.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: _____
Yelizaveta B. Herman,
Assistant County Attorney

By: _____
Deputy Clerk

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]
Purchase Price: [Enter \$ amount or \$ 0]
Closing Date: _____

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____
ROAD NAME: _____
PARCEL NO.: _____

WARRANTY DEED

THIS DEED is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of TEN (\$10.00) dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Palm Beach County, Florida: Property more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that said Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, including but not limited to mortgages, all liens, and special assessments, except taxes subsequent to the closing date.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750
Acct. No.: 1010

This Instrument Prepared by:
Yelizaveta Herman, Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]
Purchase Price: [Enter \$ amount or \$ 0]
Closing Date: _____

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____
ROAD NAME: _____
PARCEL NO.: _____

SPECIAL WARRANTY DEED

THIS DEED is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of TEN (\$10.00) dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Palm Beach County, Florida, as follows:

Property more particularly described in **EXHIBIT "A"** attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

Subject to taxes for the year 20____ and subsequent years.

AND Grantor covenants with Grantee that, Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, by through, and under it and that said land is free of all encumbrances made by Grantor, including but not limited to mortgages, all liens, and special assessments, except taxes subsequent to the closing date.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

Grantor:

**(Signature of two witnesses
required by Florida law)**

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, or has produced _____ as identification, and who executed the foregoing instrument and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein..

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

Purchase Price: [Enter \$ amount or \$ 0]
Closing Date: _____

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____
ROAD NAME: _____
PARCEL NO.: _____

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, quit-claim and convey unto Grantee, its successors and assigns, all right, title, interest, claim and demand which Grantor has in and to the following described land, situate in Palm Beach County, Florida, as follows: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

AND that said land is free of all encumbrances, including but not limited to mortgages, all liens, and special assessments, except taxes subsequent to the closing date.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, in law or in equity to the proper use, benefit and behoove of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* who produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____

ROAD NAME: _____

PARCEL NO.: _____

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, for the purpose of a perpetual drainage easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement shall be used to permanently construct, install, operate, and maintain (collectively "Perform Work") with regard to roadway facilities and related facilities in the Easement Premises (collectively "Facilities"). Facilities shall include earth embankment fill; drainage facilities for transporting water, both above ground (swales) and buried (pipes and structures) to or from water retention areas. The Easement includes the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove, or relocate the

Facilities, or perform any other activities related to the Facilities.

This Easement shall be non-exclusive, provided, however, that Grantor, [his/her] successors and assigns, shall be permanently prohibited from hindering, obstructing, removing or interfering with the operation, functioning, maintenance, or repair of any of the Facilities.

To the extent that Grantor, [his/her] successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of any of the Facilities (collectively "Interference"), Grantor, [his/her] successors and assigns shall be liable for any and all expenses and damages related to the Interference.

The installation of Facilities shall not extend beyond the limits of the Easement Premises.

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to Perform Work on the Facilities and/or to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County, Florida.

Remainder of page intentionally left blank.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.:
ROAD NAME:
PARCEL NO.:

EMBANKMENT EASEMENT

THIS EMBANKMENT EASEMENT ("Easement") is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns, upon the conditions set forth herein, a permanent embankment easement for the purpose of harmonizing properties adjacent to the right-of-way and the placement of soil, sand, earth and similar materials to act as a permanent earth embankment, over, upon, under, through and across the following described land, situate in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

Grantor, [his/her] successors and assigns, reserves the right to the full use and enjoyment of the Easement Premises except such use shall not interfere with Grantee's rights granted hereunder, and specifically Grantor, [his/her] successors and assigns, shall not cause erosion or removal of embankment earth fill.

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County, Florida.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.:

ROAD NAME:

PARCEL NO.:

LIMITED ACCESS EASEMENT

THIS LIMITED ACCESS EASEMENT is made this ____ day of _____, 20____, by [**NAME OF GRANTOR IN BOLD CAPS**], whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], (hereinafter called "Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, (hereinafter called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a limited access easement for the purpose of control and jurisdiction over access rights, over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

F:\R_O_W\TONI\Delegated Authority Resolution update\1-Ind LAE revA.docx

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____
ROAD NAME: _____
PARCEL NO.: _____

LINE-OF-SIGHT EASEMENT

THIS LINE-OF-SIGHT EASEMENT is made this _____ day of _____, 20____, by **[REGISTERED NAME OF LIMITED LIABILITY COMPANY IN BOLD CAPS]**, [a/an Name of State of Incorporation] limited liability company, whose post office address is [Limited Liability Company's Street Address or Post Office Box, City, State, Zip+4], (hereinafter called "Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, (hereinafter called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, for the purpose of a line-of-sight easement, over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof (Easement Area).

This line-of-sight easement shall be permanently used to provide a clear line of sight for vehicles entering or traveling on [Name of Road]. A restriction is hereby placed within the Easement Area prohibiting any structure or landscaping over 30 inches high, said height being measured from the edge of pavement elevation. Grantor shall be responsible for maintaining the Easement Area, and ensuring the Easement Area is not obstructed at any time.

Grantee shall have the right, but not the obligation, to remove any obstruction within the Easement Area. The cost of said removal shall be the responsibility of Grantor, its successors or assigns.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

company

YBH
Witness Signature (Required)

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Manager or Managing Member], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument as [Manager or Managing Member] of [Registered Name of Limited Liability Company], [a/an Name of State of Registration] limited liability company, and severally acknowledged to and before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County, County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____
ROAD NAME: _____
PARCEL NO.: _____

PATHWAY EASEMENT

THIS PATHWAY EASEMENT is made this ____ day of _____, 20 ____, by [NAME OF GRANTOR IN BOLD CAPS], whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], (hereinafter called "Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, (hereinafter called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, for the purpose of a pathway easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

This pathway easement shall be permanently used to construct and maintain a [width of pathway]-foot wide asphalt and/or concrete pathway and associated appurtenances.

Grantee shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the pathway easement area.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____

ROAD NAME: _____

PARCEL NO.: _____

PERMANENT EASEMENT

THIS PERMANENT EASEMENT ("Easement") is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns, upon the conditions set forth herein, for a permanent easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement shall be used to permanently construct, install, operate, and maintain, (collectively "Perform Work") with regard to roadway facilities and related facilities in the Easement Premises (collectively "Facilities"). Facilities shall include earth embankment fill, drainage facilities for transporting water, both above ground (swales) and buried (pipes and structures) to or from water retention areas, sidewalks, and traffic control devices and foundations. The Easement includes the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical

characteristics of, replace, remove, or relocate the Facilities or perform any other activities related to the Facilities.

This Easement shall be non-exclusive, provided, however, that Grantor, [his/her] successors and assigns, shall be permanently prohibited from hindering, obstructing, removing or interfering with the operation, functioning, maintenance, or repair of any of the Facilities.

To the extent that Grantor, [his/her] successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of any of the Facilities, (collectively "Interference"), Grantor, [his/her] successors and assigns shall be liable for any and all expenses and damages related to the Interference.

The installation of Facilities shall not extend beyond the limits of the Easement Premises.

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to Perform Work on the Facilities and/or to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____

ROAD NAME: _____

PARCEL NO.: _____

RELOCATABLE DRAINAGE EASEMENT

THIS RELOCATABLE DRAINAGE EASEMENT is made this ____ day of _____,
20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, whose post office address is [Grantor's Street Address
or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the
State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office
Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable
considerations, receipt whereof is hereby acknowledged, hereby grants unto Grantee, [his/her] successors and
assigns, for the purpose of a relocatable drainage easement over, upon, under, through and across the following
described land, situate in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

This relocatable drainage easement shall be used to permanently install and maintain, when necessary, facilities
for the purpose of transporting storm water runoff, both above ground (swales) and buried (pipes and structures)
to, and/or from, water retention areas. This relocatable drainage easement shall be non-exclusive, provided,
however, that Grantor, [his/her] successors and assigns, shall be permanently prohibited from removing or

interfering with the operation, maintenance, or repair of facilities installed by Grantee in the relocatable drainage easement area. To the extent that Grantor, [his/her] successors and assigns hinder or obstruct the operation, maintenance, or repair of any facilities installed in the relocatable drainage easement area, Grantor, [his/her] successors and assigns shall be liable for the cost of repair and/or removal of the obstruction. The installation of facilities shall not extend beyond the limits outlined in the attached legal description.

Grantee shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the relocatable drainage easement area.

Grantor hereby reserves for [himself/herself], [his/her] successors and assigns, the right to require Grantee to relocate all or any part of the relocatable drainage easement herein granted. Upon written demand, Grantee shall release and abandon those parts of the relocatable drainage easement area and Grantor, [his/her] successors and assigns, shall grant to Grantee, a substantially similar relocatable drainage easement over another area suitable for the purposes stated in this relocatable drainage easement. Grantor, [his/her] successors and assigns, shall reimburse Grantee for reasonable and necessary relocation expenses.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (choose one) personally known to me, OR has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.:

ROAD NAME:

PARCEL NO.:

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT ("Easement") is made this ____ day of _____, 20____,
by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's
Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political
subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is
Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable
considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its
successors and assigns, upon the conditions set forth herein, for a perpetual right-of-way easement over, upon,
under, through and across the following described land, situate in Palm Beach County, Florida: Property more
particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Grantee shall have the right, but not the obligation, to construct and maintain any portion of the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

Grantor:

**(Signature of two witnesses
required by Florida law)**

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.:

ROAD NAME:

PARCEL NO.:

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT ("Easement") is made this ___ day of _____, 20___, by **[NAME OF GRANTOR IN BOLD CAPS]**, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns, upon the conditions set forth herein, for a sidewalk easement over, upon, under, through and across the following described land, situate in Palm Beach County, Florida:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement shall be used to permanently construct and maintain a [width of sidewalk]-foot wide asphalt and/or concrete sidewalk and associated appurtenances.

Grantee shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in

accordance with current and future construction plans, within the Easement Premises.

Grantee shall have the right, but not the obligation, to construct and maintain any portion of the Easement Premises.

This Easement shall be non-exclusive, provided, however, that Grantor, [his/her] successors and assigns, shall be permanently prohibited from hindering, obstructing, removing or interfering with operation, functioning, maintenance, or repair of the sidewalk or associated appurtenances.

To the extent that Grantor, [his/her] successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of the sidewalk or associated appurtenances (collectively "Interference"), Grantor, [his/her] successors and assigns shall be liable for any and all expenses and damages related to the Interference.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: _____

ROAD NAME: _____

PARCEL NO.: _____

SIGNAL EASEMENT

THIS SIGNAL EASEMENT ("Easement") is made this _____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns, upon the conditions set forth herein, for the purpose of a perpetual signal easement over, upon, under, through and across the following described property located in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement shall be used to permanently construct, install, operate, and maintain (collectively "Perform Work") with regard to roadway facilities and related facilities in the Easement Premises (collectively "Facilities"). Facilities shall include traffic control devices and foundations. The Easement includes the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove, or relocate the Facilities or perform any other activities related to the Facilities.

This Easement shall be non-exclusive, provided, however, that Grantor, [his/her] successors and assigns, shall be permanently prohibited from hindering, obstructing, removing or interfering with the operation, functioning, maintenance, or repair of any of the Facilities.

To the extent that Grantor, [his/her] successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of any of the Facilities, (collectively "Interference"), Grantor, [his/her] successors and assigns shall be liable for any and all expenses and damages related to the Interference.

[The installation of Facilities shall not extend beyond the limits of the Easement Premises. (Use only if requested by Grantor)]

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to Perform Work on the Facilities and/or to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

[Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)]

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.:

ROAD NAME:

PARCEL NO.:

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is made this ____ day of _____, 20____, by **[NAME OF GRANTOR IN BOLD CAPS]**, a [single/married] person, whose post office address is [Grantor's Street Address or Post Office Box, City, State, Zip+4], ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns, upon the conditions set forth herein, for a temporary construction easement, over, upon, under, through and across the following described property, situate in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement, as described herein, expiring no later than 3 years from the date of recording in the public records, is to be used for the purpose of access, all related construction activities reasonably required for driveway construction, sloping, grading, and harmonizing the road construction with the adjacent property.

Grantee, its agents, successors and assigns, shall have the right, but not the obligation to perform any maintenance activities, and/or to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Grantor:

Witness Signature (Required)

By: _____
[Name of Grantor]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Grantor], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

Return via Palm Beach County interoffice mail to:
[Your Name], Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizavita B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: [Portion of] [Property Control Number(s)]

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.:

ROAD NAME:

PARCEL NO.:

REMOVAL AGREEMENT

THIS REMOVAL AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by **[NAME OF OWNER IN BOLD CAPS]**, whose post office address is [Owner's Street Address or Post Office Box, City, State, Zip+4], [his/her] successors and assigns, ("Owner"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County").

WHEREAS, Owner is the fee simple owner of the real property located at [Street Address, City, State Zip+4] which is more particularly described in [Official Records Book / Deed Book] [Number], Page [Number] ("Property"); and

WHEREAS, Owner [intends to convey / has conveyed] to County, a fee simple interest in a portion of the Property, which portion is for right-of-way purposes and is more particularly described in the legal description and sketch attached hereto as **Exhibit "A"** ("ROW Property"), and made a part hereof; and

WHEREAS, the ROW Property includes certain improvements, including but not limited to, [describe improvements] ("Encroachment"); and

WHEREAS, Owner has requested permission from County to allow the Encroachment to remain on the ROW Property until such time that County needs the ROW Property for a public use; and

WHEREAS, in consideration of the consent of County to allow the Encroachment to remain on the ROW Property, Owner agrees to remove, at no cost to County, the Encroachment within 30 days of County's request, and assumes all responsibilities for the Encroachment located on the ROW Property.

NOW THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the sum of ONE DOLLAR (\$1.00), County, its successors and assigns, agrees to allow the Encroachment to remain on the ROW Property, until such time that County has notified Owner that the ROW Property is to be put to public use. Owner, [his/her] successors and assigns, hereby agrees for the benefit of County, as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by reference as if set forth at length herein.
2. Removal of Encroachment by Owner. Owner shall remove, at no expense to County, the Encroachment from the ROW Property and restore the ROW Property to its original condition before the Encroachment, upon County providing thirty (30) days written notice to Owner at the following address:

Owner:
[Owner's Name]
[Street Address or Post Office Box]
[City, State Zip+4]

and, advising Owner that the ROW Property is to be put to public use.

3. Maintenance of the Encroachment by Owner.
 - a. Owner shall maintain, at no expense to County, the Encroachment and be responsible for all repairs and replacements related to the Encroachment; and
 - b. County shall not be responsible for maintaining, repairing or replacing the Encroachment or any related facility, and shall not be responsible for any negligence on the part of County, its successors, assigns, and agents in relation to the Encroachment.
4. Removal of Encroachment by County. In the event that Owner fails to remove the Encroachment within thirty (30) days after receipt of written notice from County as required in Paragraph 2 above, then County may remove the Encroachment without further notice, and Owner shall be liable to County for all costs associated with the removal of the Encroachment.
5. Encroachment. Owner agrees to pay for all cost related to the removal of the Encroachment, including but not limited to, disposal expenses and permit fees.
6. Indemnification of County. [Name of Contractor] shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of [Name of Contractor].
7. Insurance Coverages. Owner agrees to maintain, on a primary basis and at [his/her] sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements

described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Owner is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Owner under this Agreement. In addition, Owner agrees to notify County of any cancellation, non-renewal or material change in insurance coverage during the term of this Agreement.

- a. Commercial General Liability. Owner agrees to maintain commercial general liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting premises/operations, personal injury, product/completed operations, contractual liability, severability of interests or cross liability. Coverage shall be provided on a primary basis.
- b. Additional Insured. Owner agrees to endorse County as an additional insured with a CG2026 additional insured or its equivalent designated person or organization endorsement to the commercial general liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". Coverage shall be provided on a primary basis.
- c. Waiver of Subrogation. Owner hereby waives any and all rights of subrogation against County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Owner shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Owner enter into such an agreement on a pre-loss basis.
- d. Certificate of Insurance. Owner agrees to provide County a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The certificate holder address shall read:

Palm Beach County
c/o Right-of-Way Section
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2745
Attn: Manager, Right-of-Way Acquisition

- e. Umbrella or Excess Liability. Owner may satisfy the minimum liability limits required above for commercial general liability and business auto liability under an umbrella or excess liability policy. There is no minimum per occurrence limit of liability under the umbrella or excess liability; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the commercial general liability and business auto liability. Owner agrees to endorse County as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a pure/true "follow-form" basis.

- f. Right to Review. County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

8. Owner Acknowledgments. Owner acknowledges for [himself/herself] and [his/her] respective successors and assigns that this Agreement shall be:
 - a. recorded in the public records of Palm Beach County, Florida;
 - b. a covenant running with the land; and
 - c. binding upon Owner and [his/her] successors, grantees and assigns.

9. Term of Agreement. This Agreement shall terminate upon any of the following events, whichever occurs first:
 - a. Removal of the Encroachment by Owner within thirty (30) days after written notice by County as specified in paragraph 2, provided said removal is satisfactory to County.
 - b. Removal of Encroachment by County as referenced in paragraph 4 of this Agreement.
 - c. Written release and termination of the Agreement by County.

10. Modification of Agreement. This Agreement shall not be modified unless approved in writing by County and Owner or their respective successors, grantees and assigns.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Owner has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

**(Signature of two witnesses
required by Florida law)**

Owner:

Witness Signature (Required)

By: _____
[Name of Owner]

Witness Name Printed or Typed

Witness Signature (Required)

Witness Name Printed or Typed

STATE OF _____

COUNTY OF _____

Before me personally appeared [Name of Owner], who is (*choose one*) personally known to me, *or* has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that [he/she] executed the instrument for the purposes therein.

Witness my hand and official seal this _____ day of _____, 20____.

(Stamp/Seal)

Notary Signature
Notary Public, State of _____

Print Notary Name

Commission Number
My Commission Expires: _____

(42)

X RESOLUTION NO. R-87-1071

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ENGINEER TO ACCEPT RIGHT-OF-WAY WARRANTY DEEDS AND TO AUTHORIZE PAYMENT WHEN CONSIDERATION FOR SUCH DEEDS IS AT OR BELOW APPRAISED VALUE.

WHEREAS, the Board of County Commissioners of Palm Beach County is committed to providing a roadway system which will facilitate travel within the County for residents and visitors alike; and

WHEREAS, in the course of providing for the continuing improvement of this roadway system, the County finds it necessary to accept deeds conveying right-of-way to the County; and

WHEREAS, some right-of-way deeds are received as a donation, some are received as a special exception condition of zoning, and some right-of-way deeds must be purchased by the County; and

WHEREAS, the large volume of these right-of-way warranty deeds which must be accepted together with the need to expedite roadway improvements provide justification for granting the authority to the County Engineer or his designee to accept routine right-of-way warranty deeds and to authorize payment for right-of-way warranty deeds when the consideration for such deeds is at or below appraised value; and

WHEREAS, a monthly report to the Board of County Commissioners listing all right-of-way warranty deeds accepted by the County Engineer and any payment authorized therefor would be an appropriate method of handling these items.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the County Engineer, or his designee, is hereby authorized as follows:

1. To accept any routine right-of-way warranty deeds necessary for the improvement of the county roadway system.
2. To accept and authorize payment for right-of-way warranty deeds when the consideration for such deeds is at or below appraised value and the Board has authorized proceeding with right-of-way acquisition, subject to budget availability.
3. To provide a monthly report to the Board listing all right-of-way warranty deeds accepted and any payment authorized therefor.

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

CARDI A. ROBERTS	AYE
KEN ADAMS	ABSENT
FAREN T. MARCUS	AYE
CAROL ELMQUIST	AYE
DOROTHY H. WILKEN	AYE

The Chair thereupon declared the resolution duly passed and adopted this 28th day of JULY, 1987.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

John B. Dunkle, Clerk

By _____
County Attorney

By Kathryn S. Hill
Deputy Clerk

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