

0 0.4 0.8 Mile
Location Map

Return via Palm Beach County interoffice mail to:
Wildad Salomon, 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

Escrow Account Number: 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: 70-43-44-18-00-000-7410

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: 1993901
ROAD NAME: Kirk Road
PARCEL NO.: 207A & 207B

PARTIAL RELEASE OF PERMANENT EASEMENT

WHEREAS, a permanent easement was reserved to **PALM BEACH COUNTY**, a political subdivision of the State of Florida (County), on January 24, 2012 and recorded in Official Record Book 25062, Page 1650, Public Records of Palm Beach County, Florida; and,

WHEREAS, the permanent easement is located on land owned by **VILLAGE OF PALM SPRINGS**, a municipal corporation existing under the laws of the State of Florida, whose post office address is 226 Cypress Lane, Palm Springs, Florida 33461-1604 ("Village"); and,

WHEREAS, the permanent easement is located within the municipal limits of the Village, along Kirk Road, just north of Park Lane; and,

WHEREAS, Village has requested a partial release of the permanent easement in order to comply with Florida Recreation Development Assistance Program and Community Development Block Grant Program funding for an outdoor recreation site for use and benefit of the general public; and,

WHEREAS, County desires to retain a permanent easement over parcel 207A more particularly described as **Exhibit "A"** and a permanent easement over parcel 207B more particular described as **Exhibit "B"**.

WHEREAS, County Engineering & Public Works Department staff has reviewed the request and finds it is appropriate to partially release the permanent easement, as described in

Official Record Book 25062, Page 1650, Public Records of Palm Beach County, Florida, subject to the aforementioned easement reservations.

NOW, THEREFORE, the recitals contained above are true and correct and incorporated herein by reference. In consideration of the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County does hereby partially release the permanent easement as described in Official Record Book 25062, Page 1650, Public Records of Palm Beach County, Florida, subject to the aforementioned easement reservations.

The County shall have the right to remove and use any or all of the soil and/or subsoil, and use aforementioned easement reservations for any purpose necessary in accordance with current and future improvements to Kirk Road.

IN WITNESS WHEREOF, the County has caused this Partial Release of Permanent Easement to be executed on _____.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

County:

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

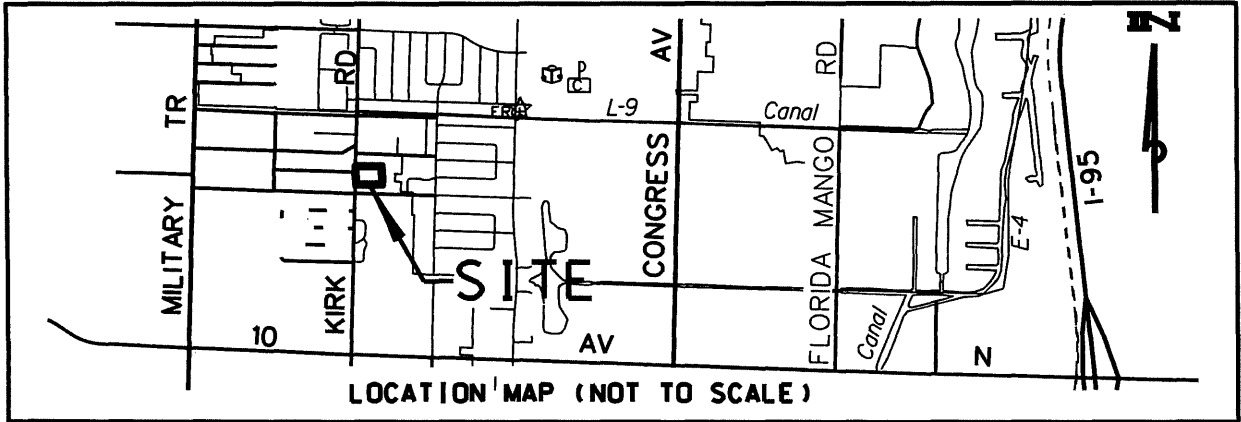
By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Yelizaveta B. Herman,
Assistant County Attorney

(Official Seal)

EXHIBIT "A"
P.E. PARCEL 207A



LEGAL DESCRIPTION

A PARCEL OF LAND FOR PERMANENT EASEMENT PURPOSES, BEING A PORTION OF PARCEL 7, AS RECORDED IN OFFICAL RECORDS BOOK 25062, PAGE 1650 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH $01^{\circ}41'10''$ WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1021.38 FEET; THENCE SOUTH $88^{\circ}06'29''$ EAST ALONG THE NORTH LINE OF THE NORTH 295.00 FEET OF THE SOUTH 335.00 FEET AS RECORDED IN SAID OFFICAL RECORDS BOOK 25062, PAGE 1650, A DISTANCE OF 55.00 FEET TO THE NORTHEAST CORNER OF PARCEL 107 AS RECORDED IN SAID OFFICAL RECORDS BOOK 25062 PAGE 1650, THENCE SOUTH $01^{\circ}41'10''$ WEST ALONG THE EAST LINE OF SAID PARCEL 107, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THENCE SOUTH $88^{\circ}06'29''$ EAST ALONG A LINE LYING 20.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID NORTH LINE OF OFFICAL RECORDS BOOK 25062, PAGE 1650, A DISTANCE OF 10.00 FEET TO A LINE LYING 10.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID PARCEL 107; THENCE SOUTH $01^{\circ}41'10''$ WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 160.00 FEET TO THE NORTH LINE OF PARCEL 6 AS RECORDED IN OFFICAL RECORDS BOOK 25062 PAGE 1635; THENCE NORTH $88^{\circ}06'29''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 107; THENCE NORTH $01^{\circ}41'10''$ EAST ALONG THE EAST LINE OF SAID PARCEL 107, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,600 SQUARE FEET OR 0.0367 ACRES MORE OR LESS.


SHEET: 1
OF: 3
PROJECT NO.: 1983005

PROJECT: PERMANENT EASEMENT PARCEL 207A FOXTAIL PALM PARK	
DESIGN FILE NAME S-1-8-3950.DGN	DRAWING NO. S-1-18-3950

NO.	REVISION	BY	DATE
1	REVISED	GW	12/20/18
2	REVISED ESMT 207B	STA	05/22/19

SCALE: 1" = 40'
APPROVED: G. W. M.
DRAWN: S. T. A.
CHECKED: G. W. M.
DATE DRAWN: 10/11/18
FIELD BOOK NO.: N/A

**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS**



ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

LEGEND

P.B. = PLAT BOOK	REF = REFERENCE
PG. = PAGE	D.B. = DEED BOOK
P.O.C. = POINT OF COMMENCEMENT	O.R.B. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING	SEC = SECTION
P.B.C. = PALM BEACH COUNTY	TWP = TOWNSHIP
R/W = RIGHT OF WAY	RNG = RANGE
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	FP&L = FLORIDA POWER AND LIGHT
D.N.R. = FLORIDA DEPARTMENT OF NATURAL RESOURCES	AKA = ALSO KNOWN AS
CL = CENTER LINE	R.P.B. = ROAD PLAT BOOK
	L.W.D.D. = LAKE WORTH DRAINAGE DISTRICT
	L.A.E. = LIMITED ACCESS EASEMENT

SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 01°41'10" WEST ALONG THE CENTERLINE OF KIRK ROAD SAID LINE BEING THE WEST LINE OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR. AND GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000039233
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

5/22/19
DATE

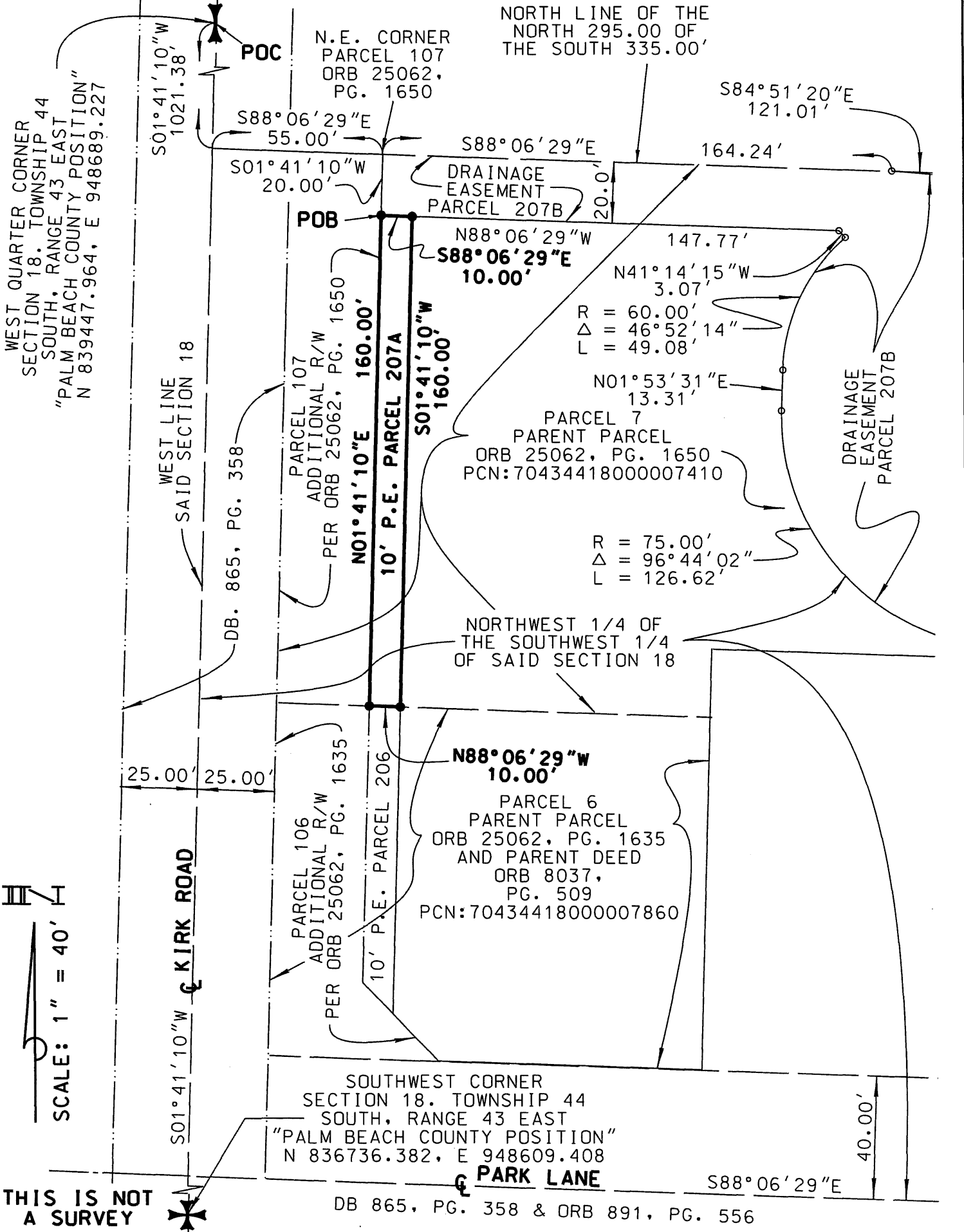
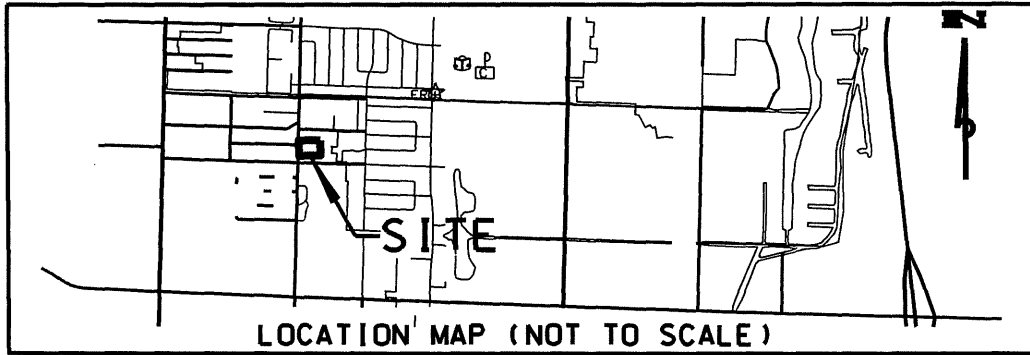


EXHIBIT "B"
P.E. PARCEL 207B



LEGAL DESCRIPTION

A PARCEL OF LAND FOR PERMANENT EASEMENT PURPOSES, BEING A PORTION OF PARCEL 7, AS RECORDED IN OFFICAL RECORDS BOOK 25062, PAGE 1650 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 01°41'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1021.38 FEET; THENCE SOUTH 88°06'29" EAST ALONG THE NORTH LINE OF THE NORTH 295.00 FEET OF THE SOUTH 335.00 FEET AS RECORDED IN SAID OFFICAL RECORDS BOOK 25062, PAGE 1650, A DISTANCE OF 55.00 FEET TO THE NORTHEAST CORNER OF PARCEL 107 AS RECORDED IN SAID OFFICAL RECORDS BOOK 25062 PAGE 1650 AND THE POINT OF BEGINNING, THENCE SOUTH 88°06'29" EAST ALONG SAID NORTH LINE, A DISTANCE OF 164.24 FEET; THENCE SOUTH 84°51'20" EAST, A DISTANCE OF 121.01 FEET TO THE BEGINNIG OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 09°02'34"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, DISTANCE OF 9.47 FEET TO A POINT OF TANGENCY; THENCE NORTH 86°06'06" EAST, A DISTANCE OF 51.73 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 95°47'25"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 117.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°53'31" WEST, A DISTANCE OF 7.70 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 94°32'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 115.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°34'11" WEST, A DISTANCE OF 41.10 FEET TO A THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 11°16'20"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 23.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 85°09'29" WEST, A DISTANCE OF 68.69 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 96°44'02"; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 126.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°53'31" EAST, A DISTANCE OF 13.31 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 46°52'14"; THENCE NORTHEASTERLY ALONG THE ARC OF OF SAID CURVE TO THE RIGHT, A DISTANCE OF 49.08 FEET TO A NON-TANGENT LINE; THENCE NORTH 41°14'15" WEST ALONG A RADIAL LINE TO SAID LAST CURVE, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°06'29" WEST, A DISTANCE OF 147.77 FEET TO THE EAST LINE OF SAID PARCEL 107; THENCE NORTH 01°41'10" EAST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 42,066 SQUARE FEET OR 0.9657 ACRES MORE OR LESS.

PROJECT NO. 1983005
SHEET: 1
OF: 4


PROJECT:
**PERMANENT EASEMENT
PARCEL 207B
FOXTAIL PALM PARK**

DESIGN FILE NAME: S-1-18-3947.DGN
DRAWING NO.: S-1-18-3947

NO.	REVISION	BY	DATE
1	REVISED	GW	10/31/18
2	REVISED	GW	11/18/20
3	REVISED	GW	4/18/29
4	REVISED NAME	GW	1/19/27

SCALE: 1" = 40'
APPROVED: G.W.M.
DRAWN: S.T.A.
CHECKED: G.W.M.
DATE: 10/11/18
FIELD BOOK NO.: N/A

**PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS**



ENGINEERING SERVICES

2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

LEGEND

P.B. = PLAT BOOK
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THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR. AND GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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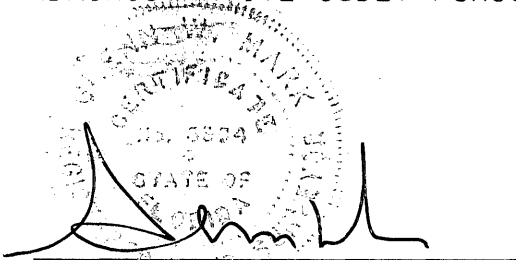
COORDINATES SHOWN ARE GRID
 DATUM = NAD 83, 1990 ADJUSTMENT
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 LINEAR UNITS = US SURVEY FOOT
 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND.
 PROJECT SCALE FACTOR = 1.000039233
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

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

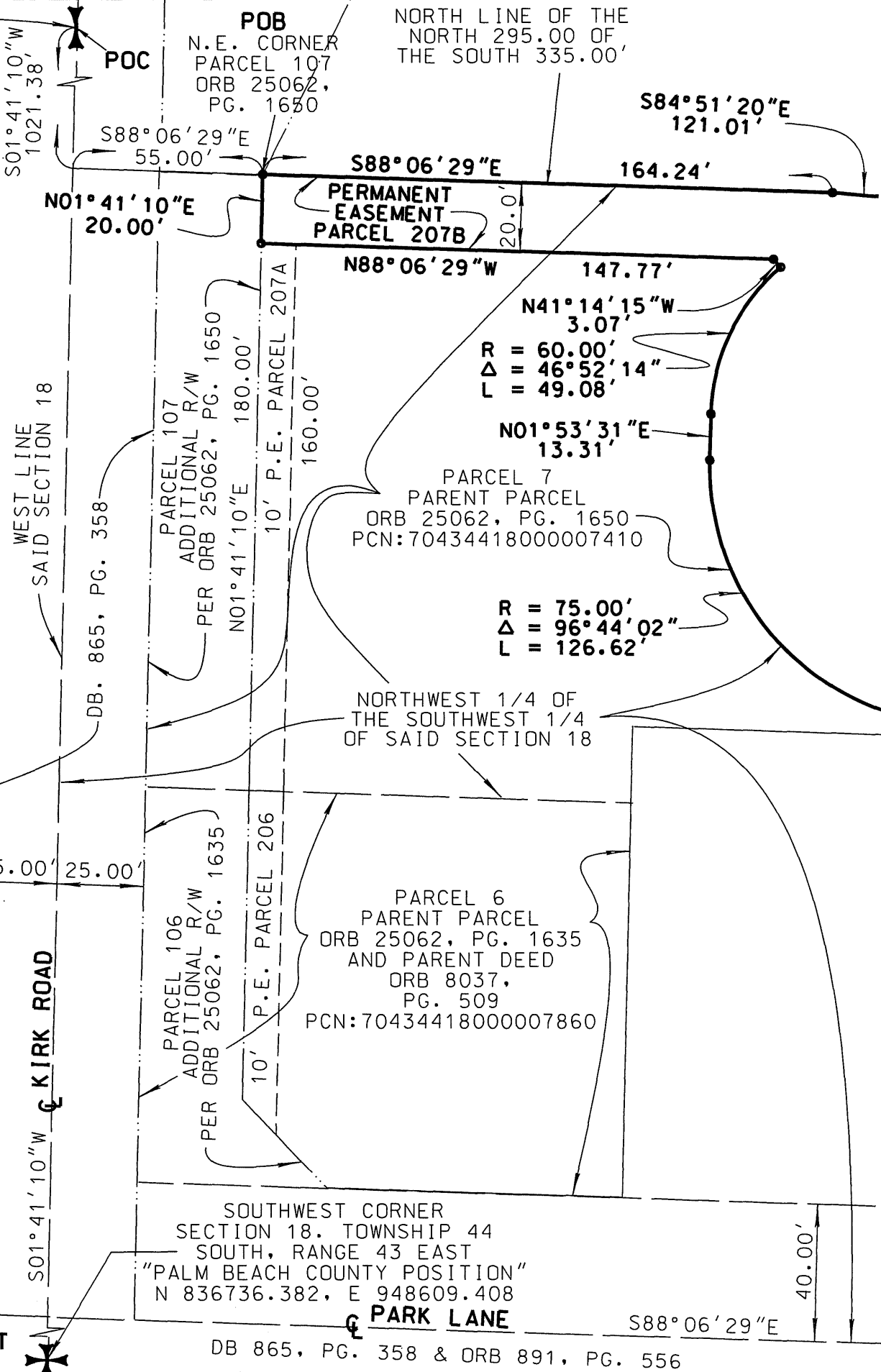
I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



GLENN W. MARK, P.L.S.
 FLORIDA CERTIFICATE #5304

1/27/20
 DATE

WEST QUARTER CORNER
SECTION 18, TOWNSHIP 44
SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"
N 839447.964, E 948689.227



THIS IS NOT
A SURVEY

NORTH LINE OF THE
NORTH 295.00 OF
THE SOUTH 335.00'

R = 60.00'
Δ = 09° 02' 34"
L = 9.47'

S84° 51' 20"E
121.01'

N86° 06' 06"E
51.73'

R = 70.00'
Δ = 95° 47' 25"
L = 117.03'

PARCEL 7
PARENT PARCEL
ORB 25062, PG. 1650
PCN: 70434418000007410

PERMANENT
EASEMENT
PARCEL 207B

S01° 53' 31"W
7.70'

R = 70.00'
Δ = 94° 32' 18"
L = 115.50'

68.69'
S85° 09' 29"W

41.10'
N83° 34' 11"W

R = 75.00'
Δ = 96° 44' 02"
L = 126.62'

R = 120.00'
Δ = 11° 16' 20"
L = 23.61'

NORTHWEST 1/4 OF
THE SOUTHWEST 1/4
OF SAID SECTION 18

EAST LINE OF THE
EAST 460.00 OF
THE WEST 485.00'



THIS IS NOT
A SURVEY

PARK LANE

S88° 06' 29"E

DB 865, PG. 358 & ORB 891, PG. 556

40.00'

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY, FLORIDA
AND THE VILLAGE OF PALM SPRINGS,
FOR JOINT FUNDING OF DESIGN, PERMITTING AND CONSTRUCTION OF
DRAINAGE IMPROVEMENTS FOR FOXTAIL PALM PARK, PALM BEACH
COUNTY, FLORIDA**

~~2019~~ ²⁰²⁰ THIS AGREEMENT, is made and entered into this ____ day of _____, by and between Palm Beach County, a political subdivision in the State of Florida, by and through its Board of County Commissioners ("**County**") and the Village of Palm Springs, a municipal corporation of the State of Florida ("**Village**").

W I T N E S S E T H:

WHEREAS, the **Village** desires to undertake the construction of Foxtail Palm Park, to be located on the northeast corner of Park Lane and Kirk Road (hereinafter, the "**Project**"); and

WHEREAS, the **County** holds a permanent easement over the **Project** site for future drainage of Kirk Road, as recorded in Official Records Book 25062, Page 1650, Palm Beach County, Florida; and

WHEREAS, the **County** has requested **Village** to include with the **Project**, construction of drainage outfall infrastructure for Kirk Road, consisting of culverts, inlets, and additional excavation, and shaping of the pond for the **Project**, ("**County Drainage**"); and

WHEREAS, the **Village** has secured Community Development Block Grant Program funding which partially funds construction of the **Project**; and

WHEREAS, the **Village** has requested **County** to participate in joint funding of construction for the **County Drainage**; and

WHEREAS, Section 163.01 of the Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other agencies on a basis of mutual advantage and thereby provide services and facilities that will harmonize geography, economy, population and other factors influencing the needs and development of local communities; and

WHEREAS, both the **County** and the **Village** (collectively, the "**Parties**") declare it to be in the public interest that the **Project** be constructed; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Recitals. The above recitals are true and correct to the best of the knowledge of the Parties and are incorporated herein by this reference.
2. The purpose of this Agreement is to specify the Parties' respective roles and obligations regarding construction, funding and maintenance of the **County Drainage**.
3. The cost for designing, permitting and constructing the **Project** is estimated to not exceed Five Hundred and Sixty-Three Thousand, Two Hundred and Fifty Dollars (\$563,250). The **County** agrees to participate in funding the **County Drainage**, to a

maximum amount of **one hundred and thirteen thousand, three hundred and fifty dollars (\$113,350)**. Any and all costs exceeding this amount shall be funded by the **Village** or require an amendment and reauthorization of this Agreement.

4. COUNTY RESPONSIBILITIES

- A. The **County** agrees to reimburse the **Village** up to a maximum amount of **one hundred and thirteen thousand, three hundred and fifty dollars (\$113,350)** of the cost to construct the **County Drainage**, as outlined and shown in the **Village's** bid documents. Total funding paid by the **County** shall not exceed \$113,350. Any and all costs exceeding this amount shall be funded by the **Village** or require an amendment and reauthorization of this Agreement.
- B. Upon final acceptance of the **Project** by the **Village**, the **County** agrees to maintain only the drainage culverts and inlets comprising the drainage outfall for Kirk Road, as depicted on the attached **Exhibit "A"**, which is incorporated herein. **County** reserves the right but not the obligation to perform maintenance of the pond for the **Project**, as depicted in Exhibit "A."

5. VILLAGE RESPONSIBILITIES

- A. The **Village** agrees to undertake construction of the **Project** in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The **Village** shall be responsible for obtaining all necessary clearances and permits required for the construction of the **Project** from the appropriate permitting authorities. Upon completion of the **Project**, the **Village** shall certify to the **County** in writing that the **Project** has been completed in accordance with the applicable standards, statutes, rules and regulations. The **Village** shall provide the **County** with monthly progress reports for all phases of the **Project**, to be submitted on the first work day of every month.
- B. The **Village** shall apply for a right-of-way permit, pursuant to the **County** Right-of-Way Ordinance.
- C. The **Village** shall not sublet, assign or transfer any responsibilities under this Agreement without the prior written consent of the **County**.
- D. The **Village** shall obtain the **County's** written approval for any design changes or field adjustment/modification to the construction of **County Drainage**. The **County** shall notify the **Village** of its approval or denial of the adjustment/modification, within five (5) business days of receiving the **Village's** notice of the necessity for same.
- E. The **Village** shall be solely responsible for any costs caused by its own delays, and delays caused by the Contractor or any dispute that may arise between the **Village** and the Contractor, including but not limited to **Project** delays.
- F. The **Village** shall be solely responsible for, and agrees to provide or cause to be performed, all inspection services during construction of the **Project**, subject to the **County** reservation of the right to inspect and approve construction of **County Drainage**.

G. Upon final acceptance of the **Project**, the **Village** shall be solely responsible for, and agrees to provide or cause to be performed, full maintenance of the **Project** in perpetuity, except for those elements identified as **County's** responsibility in Section 4 above.

6. PAYMENT

A. The **County** agrees to reimburse the **Village** up to a maximum amount of **one hundred and thirteen thousand, three hundred and fifty dollars (\$113,350)** for construction of the **County Drainage**. Any and all costs exceeding this amount shall be funded by the **Village** or require an amendment and reauthorization of this Agreement.

B. The **Village** shall request payments or reimbursements from the **County** by submitting to the **County** the proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the **Village** may furnish copies if deemed acceptable by the **County**. Each request for payment or reimbursement submitted by the **Village** shall be accompanied by a letter from the **Village**, provided on the **Village** letterhead, referencing the name of the **Project**, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by either the **County** or the **Village** upon sixty (60) days written notice.

B. If the **County** determines that the **Village** is not performing its responsibilities satisfactorily, the **County** shall notify the **Village** of the deficiency with a requirement that the deficiency be corrected within a specified time. If the deficiencies identified by the **County** are not corrected within the specified time, this Agreement shall automatically terminate at the end of the specified correction period.

C. If the **County** requires termination of the Agreement for reasons other than unsatisfactory performance by the **Village**, the **County** shall notify the **Village** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

8. GENERAL PROVISIONS

A. **Liability**. Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, **County** shall indemnify, defend and hold the **Village** against any actions, claims or damages arising out of **County's** negligence in connection with this Agreement, and the **Village** shall indemnify, defend and hold harmless **County** against any actions, claims, or damages arising out of **Village's** negligence in connection with this Agreement. The foregoing indemnification shall not constitute 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 either party to indemnify the other party for such other Party's negligent, willful or intentional acts or omissions.

- B. Additional Insured. **Village** agrees to require the Contractor of the **Project** to cause **County** to be an additional insured party on the Contractor's comprehensive general liability and property damage liability insurance policies for construction of the **Project**.
- C. Budgetary Conditions. All provisions of this Agreement calling for the expenditure of money by either **County** or **Village** prior to the time actual construction of the **Project** begins, are subject to annual budgetary funding. The **County's** performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Once **Village** commences construction of the **Project**, all construction activities shall be prosecuted to completion, unless **Village** notifies **County** in writing that further work on the **Project** must cease. In that event **Village** shall be responsible for all future costs incurred relating to the **Project**.
- D. Notice. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing (including facsimile or electronically) and shall be delivered, as elected by the Party, by means of courier or messenger service, by facsimile or email (followed by mailing of hard copy by U.S. mail) or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the Parties may provide to each other in writing:

To **Village**:
 Village of Palm Springs
 Attn: Richard Reade
 Village Manager
 226 Cypress Lane
 Palm Springs, FL 33461

To the **County**:
 Tanya N. McConnell, P.E.,
 Deputy County Engineer
 Engineering and Public Works Department
 P.O. Box 21229
 West Palm Beach, FL 33416-1229

- E. Legal Fees. The Parties shall bear their own costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement.
- F. Amendments. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner as was this Agreement.
- G. Venue. This Agreement shall be construed and governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy conferred upon either Party by this Agreement is intended to be exclusive of any other remedy existing at law, in equity or otherwise. No single or partial exercise by either Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

- H. Preparation. Preparation of this Agreement was a joint effort of the Parties and should not be construed more severely against one Party than the other.
- I. Non-Discrimination. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The **County** is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the **Village** warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, it does not practice discrimination on the bases of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
- J. Severability. In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect.
- K. Entire Understanding. This Agreement represents the entire understanding of the Parties and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement.
- L. Inspector General. The **County** has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed **County** contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of **Village**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- M. Records. The **County** and **Village** shall maintain books, records, and documents to justify all charges, expenses and costs incurred or paid by them under this Agreement in performance of the term of this Agreement, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The **County** and **Village** shall have access to all books, records, and documents as required in this Agreement, and for at least five (5) years after completion of the **Project**.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **Village**: (i) provides a service; and (ii) acts on behalf of the **County** as provided under Section 119.011(2) F.S., the **Village** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **Village** is specifically required to:

- a. Keep and maintain public records required by the **County** to perform services as provided under this Agreement.

- b. Upon request from the **County's** Custodian of Public Records, provide the **County** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The **Village** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Consultant does not transfer the records to the public agency.
- d. Upon completion of the Agreement, the **Village** shall transfer, at no cost to the **County**, all public records in possession of the **Village** unless notified by **County's** representative/liaison, on behalf of the **County's** Custodian of Public Records, to keep and maintain public records required by the **County** to perform the service. If the **Village** transfers all public records to the **County** upon completion of the Contract, the **Village** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **Village** keeps and maintains public records upon completion of the Contract, the **Village** shall meet all applicable requirements for retaining public records. All records stored electronically by the **Village** must be provided to **County**, upon request of the **County's** Custodian of Public Records, in a format that is compatible with the information technology systems of **County**, at no cost to **County**.
- e. Failure of the **Village** to comply with the requirements of this section shall be a material breach of this Agreement. **County** shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. **Village** acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680

- N. Contractual Relationship. **County** and **Village** are and shall be, in the performance of all work, services and activities under this Agreement independent contractors and not employees, agents or servants of the other Party. All **County** employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to **County's** sole direction, supervision, and control. All **Village** employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to **Village's** sole

direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The **County** and **Village** do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

- O. Required Consultants/Personnel. **Village** represents that it has, or will secure, all necessary personnel required to perform the **Project** services required of it under this Agreement. Such personnel shall not be agents, employees of or have any contractual relationship with the **County**. All of the **Village** services required hereunder shall be performed by **Village** or its consultants and contractors, with any such personnel engaged in performing such services to be fully qualified and, if required, authorized, licensed or permitted under State and local law to perform such services.
- P. Waiver. Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
- Q. Legal Compliance. **County** and **Village** shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this Agreement. **County** and **Village** further agree to the inclusion of this provision in all subcontracts issued as a result of this Agreement.
- R. Waiver of Jury Trial. The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.
- S. Convicted Vendor List. As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, **Village** shall have its contractor certify that their affiliates, suppliers and sub-consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.
- T. Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the **Village** certifies that it, its affiliates, contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- U. Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person

or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

V. Survivability. The obligations, rights, and remedies of the Parties hereunder, which by their nature are intended to survive the termination of this Agreement or the completion of the **Project**, shall survive such termination or **Project** completion and inure to the benefit of the Parties.

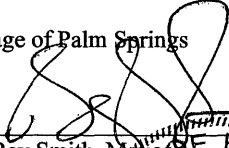
W. Effective Date. This Agreement shall be effective and binding upon the Parties hereto once the Agreement has been signed by both Parties and filed with the Clerk of the Court in and for Palm Beach County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and date first written above.

Village of Palm Springs

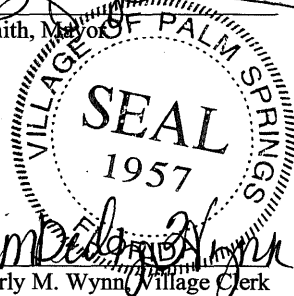
BOARD OF COUNTY COMMISSIONERS

By: 
Bev Smith, Mayor

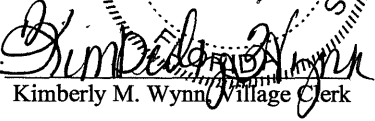
By: _____
Mayor

ATTEST:

ATTEST:



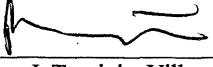
SHARON R. BOCK
CLERK & COMPTROLLER

By: 
Kimberly M. Wynn, Village Clerk

By: _____
(Deputy Clerk)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

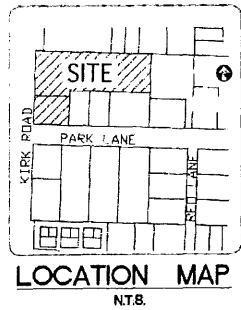
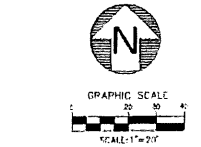
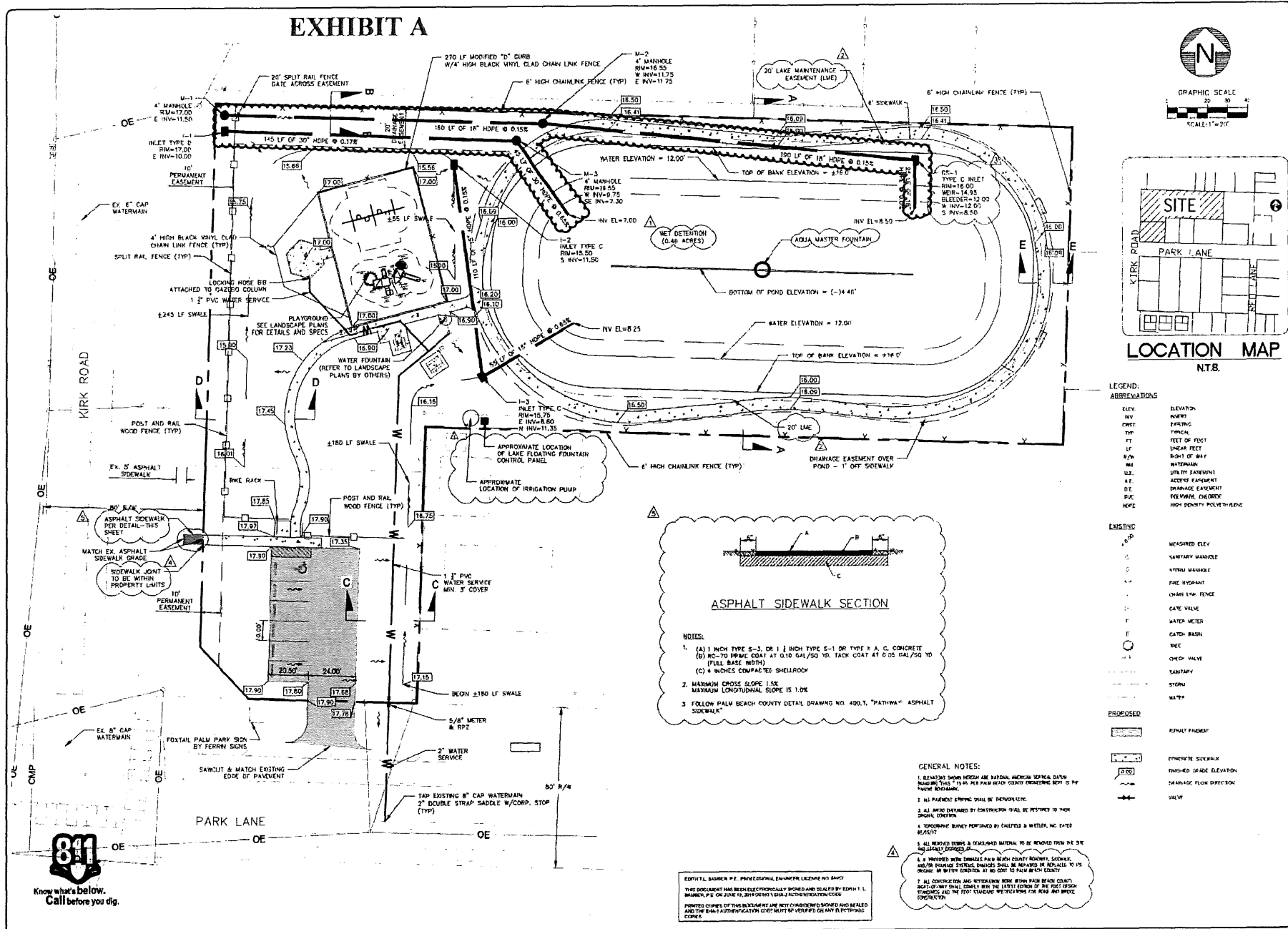
By: 
Glen J. Torcivia, Village Attorney

By: _____
Yelizaveta Herman
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

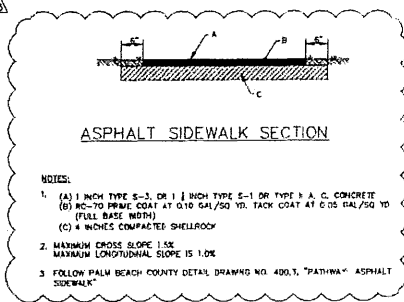
By: 
Division Director

EXHIBIT A



- LEGEND: ABBREVIATIONS**
- ELEV. ELEVATION
 - INVT. INVERT
 - PERF. PERFORATION
 - TRF. TRICH
 - FT. FEET OF FEET
 - LF. LINEAR FEET
 - BOF. BOTTOM OF BANK
 - W.M. WATERMAIN
 - LF. BY FACE (W.P.)
 - ACC. ACCESS
 - E.E. EASEMENT
 - P.V. POLYMER CONCRETE
 - H.P. HIGH DENSITY POLYETHYLENE

- EXISTING**
- MEASURED ELEV.
 - SANITARY MANHOLE
 - VENT. MANHOLE
 - PIPE HEIGHT
 - CHAIN LINK FENCE
 - GATE VALVE
 - WATER METER
 - CATCH BASIN
 - W.E. WATER
 - CHOP VALVE
 - SANITARY
 - STONE
 - WATER
- PROPOSED**
- REPAIRED FENCE
 - CONCRETE SIDEWALK
 - FINISHED GRADE ELEVATION
 - DRAINAGE FLOW DIRECTION
 - VALVE



- GENERAL NOTES:**
- REVISIONS SHOWN HEREIN ARE NATIONAL MECHANICAL DRAWING STANDARD (M.D.S.) 1545 PER PALM BEACH COUNTY ENGINEERING DEPT. 516 PALM BEACH COUNTY.
 - ALL FINISHED ELEVATIONS SHALL BE INDICATED.
 - ALL WORK EXCEPTED BY CONTRACTOR SHALL BE LISTED TO THEIR SIGNAL CENTER.
 - TOPOGRAPHIC SURVEY PERFORMED BY CHAPMAN & WHEELER, INC. DATED 10/10/07.
 - ALL REPAIRED ITEMS & REPLACED MATERIAL TO BE REMOVED FROM THE SITE AND REPAIRED.
 - ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT. MATERIALS SHALL BE MAINTAINED IN ACCORDANCE WITH THE COUNTY SPECIFICATIONS AT ALL TIMES.
 - ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE PALM BEACH COUNTY SPECIFICATIONS AND SHALL BE THE LATEST EDITION OF THE SPECIFICATIONS UNLESS OTHERWISE NOTED.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PALM BEACH COUNTY SPECIFICATIONS AND SHALL BE THE LATEST EDITION OF THE SPECIFICATIONS UNLESS OTHERWISE NOTED.

FOXTAIL PALM PARK P.L. PROJECT ENGINEER: EDWIN T. L. BARNER, P.E. REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 8407
 THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWIN T. L. BARNER, P.E. ON JUNE 19, 2018 (08:15:14) A.S. THE AUTHORITY OF HIS PROFESSION.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID UNLESS THEY ARE SIGNED AND SEALED AND THE SIGNATURE VERIFICATION CODE IS VIEWED ON ANY ELECTRONIC DEVICE.

NO.	REVISIONS	DATE
1	ISSUED FOR PERMITS	3/28/19
2	FOR REVIEW	
3	FOR REVIEW	
4	FOR REVIEW	
5	FOR REVIEW	
6	FOR REVIEW	
7	FOR REVIEW	
8	FOR REVIEW	
9	FOR REVIEW	
10	FOR REVIEW	

Contractor shall verify all utility locations and depths before construction. If any utility is not shown on the plan, the contractor shall be responsible for locating and protecting it. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws, codes, and regulations. The contractor shall be responsible for maintaining access to all adjacent properties and for restoring any damage caused by the construction. The contractor shall be responsible for all safety measures during construction.

FOXTAIL PALM PARK VILLAGE OF PALM SPRINGS CIVIL PLAN

Approved and Sealed by
engenuity
 EDWIN T. L. BARNER, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 8407
 STATE OF FLORIDA
 1000 W. PALM BEACH BLVD., SUITE 200
 PALM BEACH, FL 33480
 TEL: 561-840-1111
 WWW.ENGUINITY.COM

DATE	3/28/19
DESIGNED BY	OTB
DRAWN BY	OTB
CHECKED BY	ETL
IN CHARGE	ETL
PROJECT NO.	6001.06

