

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	August 17, 2021	<b>Consent [X]</b>	<b>Regular [ ]</b>
		<b>Public Hearing [ ]</b>	
<b>Department:</b>	Water Utilities Department		

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: An Indemnity Agreement between The Arc of the Glades, Inc. (Property Owner) and Palm Beach County.

**Summary:** The Property Owner owns a certain parcel located at 4250 State Road 715 in Belle Glade. In order to connect to the County wastewater collection system, the Property Owner proposed a connection to a gravity sewer main located on an adjacent parcel owned by Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee. The Property Owner has rights to use the facilities pursuant to the Grant of Easement and Maintenance Agreement between Enrique R. Rionda, Trustee, Cristina M. Rionda, Trustee, and The Arc of the Glades, Inc., recorded May 18, 2021 at Official Record Book 32491 Page 1646. County staff approved the proposed connection subject to the Property Owner entering into an Indemnity Agreement with the County. The Grant of Easement and Maintenance Agreement secures continued access to the wastewater gravity main for the Property Owner and ensures the continued maintenance of the gravity main and lift station. This Indemnity Agreement requires the Property Owner to indemnify, defend, and hold the County harmless if the Property Owner is no longer able to utilize the gravity main located on the adjacent parcel. The Indemnity Agreement runs with the land and binds successors to the terms. District 6 (MJ)

**Background and Justification:** The Board of County Commissioners (BCC) has delegated to the Palm Beach County Water Utilities Department Director authority to accept standard Indemnity Agreements. BCC approval is required for this non-standard Indemnity Agreement to indemnify, defend, and hold the County harmless if Property Owner is unable to utilize the privately owned wastewater facilities located on an adjacent property.

**Attachments:**

1. Location Map
2. One (1) Original Indemnity Agreement

Recommended By:		8-3-2021
	for Department Director	Date

Approved By:		8/11/2021
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No.: Fund Dept Unit Object**

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_

Does this item include the use of federal funds? Yes \_\_\_ No \_\_\_

Reporting Category N/A

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

No Fiscal Impact.

**C. Department Fiscal Review:**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature] 8/4/21  
OFMB # 8-4-21 82814

[Signature] 8/11/21  
Contract Development and Control  
8-10-21 TW

**B. Legal Sufficiency:**

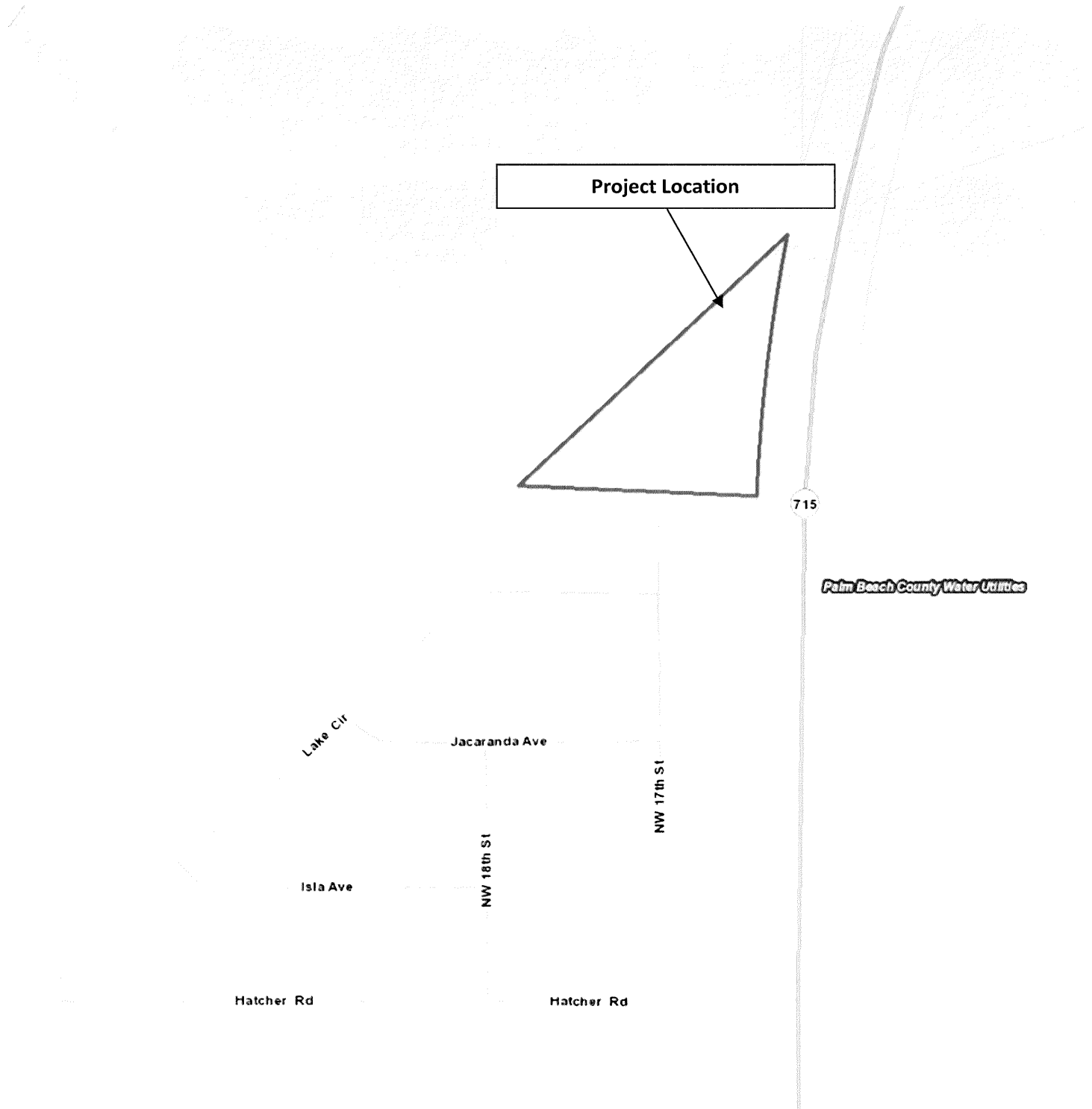
[Signature] for M. Jones 8/11/21  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

ATTACHMENT 1  
Location Map



## INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Arc of the Glades, Inc., (“Property Owner”) and Palm Beach County, a political subdivision of the State of Florida (“County”).

WHEREAS, Property Owner owns a certain parcel of real property more particularly described in **Exhibit “A”**, which is attached hereto and incorporated herein by reference (the “Existing Parcel”);

WHEREAS, wastewater service to the Existing Parcel is currently provided through a private septic tank system; and

WHEREAS, in conjunction with the development of a parcel of real property adjacent to the Existing Parcel (the “Adjacent Parcel”, which is more particularly described in **Exhibit “B”** which is attached hereto and incorporated herein by reference), the owner of the Adjacent Parcel has constructed a private wastewater collection system, including private wastewater service laterals, a private lift station, and a private force main (“Private Sewer Collection System”); and

WHEREAS, the Existing Parcel and the Adjacent Parcel are subject to that certain Grant of Easement and Maintenance Agreement dated October 27, 2020 (**Exhibit “C”**) attached hereto and incorporated herein by reference; and

WHEREAS, the Grant of Easement and Maintenance Agreement grants the Property Owner an exclusive easement under and across the Easement Land, to allow Property Owner to access, connect to, and utilize the Private Sewer Collection System; and

WHEREAS, County requires the Property Owner, its heirs, successors, legal representatives and assigns, to indemnify, defend, and hold the County harmless as set forth herein. NOW, THEREFORE, Property Owner and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Indemnification.** Property Owner, its heirs, successors, legal representatives and assigns, hereby agrees to indemnify, defend, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorneys’ fees at all levels, which may be imposed upon or asserted against the County, as a result of or in any way connected to the inability of the Property Owner, its heirs, successors, legal representatives and assigns to utilize the Private Sewer Collection System to dispose of wastewater into the County’s wastewater system.
3. **Acknowledgement.** Property Owner acknowledges that, by permitting the Existing Parcel to utilize the Private Sewer Collection System to dispose of wastewater into the County’s wastewater system, Property Owner is in no way approving the design nor the

construction of the Private Sewer Collection System, nor is the County guaranteeing that the Private Sewer Collection System is properly sized to serve the wastewater disposal needs of the Existing Parcel now or in the future.

4. **Recordation**. This Agreement shall run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
5. **Remedies**. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be accumulative and shall be in addition to every other remedy given hereunder now or hereafter.
6. **Successors and Assigns**. This Agreement shall be binding upon the Property Owner and their respective heirs, successors, legal representatives and assigns.
7. **Waiver**. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or nonperformance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
8. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
9. **Notice**. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to the Property Owner at:

The Arc of the Glades, Inc. 4250  
N.W. 16<sup>th</sup> Street  
Belle Glade, FL 33430  
Attention: Debbie Lee

With a copy to:

Donia A. Roberts, Esq.  
257 SE Dr. Martin Luther King Jr Boulevard  
Belle Glade, FL 33430  
attorney@doniarobertspa.com

and if to the County, shall be mailed or delivered at:

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

10. **Amendment and Modification.** This Agreement may only be amended, modified, changes, supplemented or discharged by an instrument in writing signed by the parties hereto.
11. **Entirety of Agreement.** The County and the Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
12. **No Third-Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or the Property Owner.

[SIGNATURES ON FOLLOWING PAGE]

**ATTEST:**

**Joseph Abruzzo, Clerk of Circuit Court**

**Palm Beach County, by its Board of  
County Commissioners**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
\_\_\_\_ Dave Kerner \_\_\_\_\_, Mayor

Approved as to Form and to Legal Sufficiency

Approved as to Terms and Conditions

By: Rubin firm Jones

By: AL Bayat

County Attorney

gm Director of Water Utilities

**The Arc of the Glades, Inc.**

**A Florida not for profit corporation**

Witnesses:

Kayla Graves

Luisa Robinson

Debbie Lee

Debbie Lee, Executive Director

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29 day of March, 2021 by Debbie Lee, as Executive Director of The Arc of the Glades, Inc. She is personally known to me or has produced Florida Divers License as identification.

*Luisa Robinson*

Notary Public

(Seal)





EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Government Lot 1, Section 12, Township 43 South, Range 36 East, according to the unrecorded Plat of Lands offered for sale in the Everglades, by the Trustees of the Internal Improvement Fund, and more particularly described as follows: Commencing at the southeast corner of said Section 12: thence run south  $89^{\circ}53'37''$  west along the south line of Section 12, 75.00 feet to a point on the west right-of-way line to a point of curve of State Road 715: thence run north  $00^{\circ}25'06''$  east, 749.53 feet along said right-of-way line to a point of curve: thence run along the arc of a curve to the right 104.16 feet to the point of beginning, said curve having a central angle of  $02^{\circ}01'48''$  and a radius of 2939.93 feet: thence run north  $87^{\circ}33'06''$  west, radial to the aforementioned curve, 402.44 feet to a point on the northerly line of said Government Lot 1, -thence run north  $46^{\circ}51'08''$  east along said northerly line of Lot 1, 623.68 feet to a point on the westerly right-of-way line of S.R. 715: thence run southerly along the arc of a curve to the left 447.30 feet to the point of beginning, said curve having a central angle of  $08^{\circ}43'02''$  and a radius of 2939.93 feet.

EXHIBIT "B"

PARCEL 1: Lot 2, Section 13, Township 43 South, Range 36 East, AND commence at the Northeast corner of Lot 2, Section 13, Township 43 South, Range 36 East, according to the plat "Lands Offered for Sale in the Everglades, by the Trustees of the I. I. Fund, Tallahassee, Florida, December 1<sup>st</sup>, 1916"; thence North 0°07' East, 51.0 feet; thence North 89°53' West 207.0 feet, thence South 55°13' West, 1127.32 feet, along the R/W of the E.D.D. Levee as established by Wallis Engineering Company; thence South 89°53' East, 533.6 feet; thence North 45°18' East, 842.73 feet to the point of beginning, and lying and being in Section 13, Township 43 South, Range 36 East, Palm Beach County, Florida, AND

A parcel of sovereignty land in Palm Beach County, Florida, described as follows: Commence at the Northeast corner of Lot 2, Section 13, Township 43 South, Range 36 East, according to the plat: "Lands Offered for Sale in the Everglades by the Trustees of the Internal Improvement Fund, Tallahassee, Florida, December 1, 1916". Thence North 0°07' East, 51.0 feet; thence North 89°53' West, 207.0 feet to the point of beginning; thence continue North 89°53' West, 734.51 feet; thence South 37°11'30" West, 806.68 feet along the U.S. Right-of-Way line; thence North 89°51'30" East, 298.05 feet; thence North 55°13' East, 1125.13 feet to the point of beginning, and lying and being in Section 13, Township 43 South, Range 36 East, Palm Beach County, Florida.

PARCEL 2: Lots 1 and 2 in Section 12 of Township 43 South, Range 36 East, according to the unrecorded plat of "Lands Offered for Sale in the Everglades by the Trustees of the Internal Improvement Fund, Tallahassee, Florida, December 1, 1916". LESS AND NOT INCLUDING State Road right-of-way described in deed dated June 13, 1951, filed August 16, 1951 in Palm Beach County, Florida, Deed Book 954, page 219, AND LESS

A portion of State Government Lot 1, Section 12, Township 43 South, Range 36 East, according to the unrecorded plat of "Lands Offered for Sale in the Everglades, by the Trustees of the Internal Improvement Fund, and more particularly described as follows: commencing at the Southeast corner of said Section 12; thence run S 89°53'37" West along the South line of Section 12, 75.00 feet to a point on the West right-of-way line of State Road 715; thence N 0°25'06" E, 749.53 feet along said right-of-way line to a point of curve; thence run along the arc of a curve to the right 104.16 feet to the point of beginning, said curve having a central angle of 2°01'48" and a radius of 2939.93 feet; thence run N 87°33'06" W, radial to the aforementioned curve, 402.44 feet to a point on the northerly line of said State Government Lot 1, thence run N 46°51'08" E along said northerly line of Lot 1, 623.68 feet to a point on the westerly right-of-way line on S.R. 715; thence run southerly along the arc of a curve to the left 447.30 feet to the point of beginning, said curve having a central angle of 8°43'02" and a radius of 2939.93 feet.

**EXHIBIT "C"**  
**GRANT OF EASEMENT**

Name:

Address:

CFN 20210227198

OR BK 32491 PG 1646  
RECORDED 05/18/2021 08:49:40  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs 1646 - 1656; (11pgs)

CFN 20210152733

OR BK 32354 PG 1383  
RECORDED 04/06/2021 12:24:55  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs 1383 - 1393; (11pgs)

Prepared by and Return to:  
Donia A. Roberts PA  
257 SE Martin Luther King Jr. Blvd  
Belle Glade, FL 33430

Parcel Identification Number: 00-36-43-12-00-000-5030

**\*\*THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT  
A SCRIVENER'S ERROR ON EXHIBIT "B"\*\***

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**GRANT OF EASEMENT AND MAINTENANCE AGREEMENT**

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THIS GRANT OF EASEMENT AND MAINTENANCE AGREEMENT is made this \_\_\_\_ day of July, 2020, by ENRIQUE R. RIONDA, as Trustee of the Enrique R. Rionda Irrevocable Trust Agreement dated December 19, 2012, as 50% Tenant in Common ("*Enrique R. Rionda, Trustee*"), whose address is 1848 Flagler Estates Drive, West Palm Beach, FL 33411 and CRISTINA M. RIONDA, as Trustee of the Cristina M. Rionda Irrevocable Trust Agreement dated December 19, 2012, as 50% Tenant in Common ("*Cristina M. Rionda, Trustee*"), whose address is 119C Breakers West Blvd, West Palm Beach, Florida 33411 and THE ARC OF THE GLADES, INC f/k/a Glades Area Association for Retarded Citizens, Inc., a Florida not for profit corporation ("*ARC*"), whose address is 4250 NW 16<sup>th</sup> Street, Belle Glade, FL 33430.

**RECITALS:**

- A. Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, own a parcel of real property in Palm Beach County, Florida, described in Exhibit "A" attached hereto ("*Trustee Parcel*").
- B. ARC owns a parcel of real property in Palm Beach County, Florida which is contiguous to the Trustee Parcel and described in Exhibit "B" ("*ARC Parcel*")
- C. The Trustee Parcel currently is connected to and utilizing the sanitary sewer lift station ("*Lift Station*"), located on Trustee Parcel.
- D. ARC is currently in the process of developing the ARC Parcel and desires the use of the Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Lift Station by construction of a gravity sewer line from the ARC Parcel to the Lift Station ("*ARC Sewer Line*").
- E. Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee are willing to grant an Easement for the continued access, use, and maintenance under and across that portion of the Trustee Parcel described on attached Exhibit "C" ("*Easement Land*").

**NOW, THEREFORE**, in pursuance of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, do hereby grant, bargain and sell unto ARC a perpetual, non-exclusive easement under and across the Easement Land described in Exhibit "C" herein, to allow ARC to access, to connect to, and utilize the Lift Station in accordance with the terms of this Grant of Easement and Maintenance Agreement.

**PROVIDED, HOWEVER,** this Grant of Easement and Maintenance Agreement is given upon the condition and by accepting these presents herein granted, ARC agrees as follows: (i) in exercising the rights of ARC under this Grant of Easement and Maintenance Agreement, ARC shall promptly restore all portions of the Easement Land to the condition existing prior to such disturbance or as near thereto as possible, using materials of like kind and quality; and (ii) Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee may continue to use the Easement Land, grant additional easements to third parties in the Easement Land and landscape and improve the Easement Land as Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee deem necessary, prudent and/or appropriate, provided such additional improvements or rights do not materially interfere with the rights granted to ARC under this Grant of Easement and Maintenance Agreement.

**In addition to the foregoing, the parties agree as follows:**

1. ARC covenants and agrees that its connection to and use of the Lift Station will be in accordance with and in compliance with all laws, ordinances, rules and regulations of any and all applicable governmental and quasi-governmental authority, including, but not limited to, those related to the disposal of hazardous wastes or substances, ARC agrees that it will be responsible, at its sole cost and expense, for obtaining all permits and approvals necessary for its connection to and use of the Lift Station.
2. Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee hereby covenant and agree that they will be responsible for the maintenance and repair of the Lift Station and the sewer line running from the Lift Station to the connection with the Palm Beach County wastewater system ("Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Sewer Line") and that they will use their reasonable efforts to keep the Lift Station and the Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Sewer Line in working condition and repair, reasonable wear and tear excepted. ARC shall be responsible for the cost of the construction, operation, maintenance, and repair of the ARC Sewer Line. ARC covenants and agrees that it will pay to Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, as follows: (i) ARC will make an annual payment to Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, in the agreed amount of \$2,500.00, to be paid not later than October 1<sup>st</sup> of each year beginning October 1, 2020. (ii) Fifty percent (50%) of all costs and expenses incurred by Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, in connection with the maintenance, operation and repair of the Lift Station and the Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Sewer Line, including but not limited to, any costs with respect to property insurance and liability insurance as may be carried by Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee. Rionda shall provide an invoice for said costs and expenses and ARC shall pay fifty (50%) percent thereof to Trustees within fifteen (15) days of receipt of said invoice.
3. (i) Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee and ARC shall each be responsible for damages they cause respectively and for any extraordinary maintenance arising as a result of the action of such party; (ii) Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee and ARC will be solely responsible for all costs and expenses arising in

connection with the maintenance and repair of the lines and facilities that service their respective Parcels and connect to the Lift Station. Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee hereby grant to ARC access to the Easement Land for the purpose of construction, operation, maintenance, and repair of the ARC Sewer Line. ARC will provide Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee with five (5) days prior written notice before exercising this right of access. Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, will have the right to have a party oversee any maintenance or repair of the ARC Sewer Line on the Easement Land.

4. In connection with any maintenance or repair required to be performed by Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, in the event the work is not performed within 30 days after written notice from ARC, provided, however, in emergency circumstances ARC will not be obligated to provide such notice, ARC will be entitled to access to the Easement Land for the purpose of performing the work and Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee shall be responsible to reimburse ARC for the reasonable amount expended by ARC to perform such work. Notwithstanding the foregoing, in the event the maintenance or repair is not capable of being performed within said 30-day period and provided that Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee diligently attempt to perform such work, Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee shall have such additional period that is reasonably required for completion of such maintenance or repair. In connection with any maintenance or repair required to be performed by ARC, in the event the work is not performed within 30 days after written notice from Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, provided, however, in emergency circumstances Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee will not be obligated to provide such notice, ARC shall be responsible to reimburse Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee for the reasonable amount expended by Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee to perform such work. Notwithstanding the foregoing, in the event the maintenance or repair is not capable of being performed within said 30-day period and provided that ARC diligently attempts to perform such work, ARC shall have such additional period that is reasonably required for completion of such maintenance or repair.
5. ARC acknowledges and agrees that (i) ownership of the Lift Station and related improvements and facilities, including the Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Sewer Line, may be transferred to the applicable governmental authorities, quasi-governmental authorities and/or utility companies, and (ii) maintenance responsibilities with respect to the Lift Station and related improvements and facilities, including the Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Sewer Line, may be transferred to the applicable governmental authorities, quasi-governmental authorities and/or utility companies. In the event of any such transfer of ownership or maintenance responsibilities, Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee will be released from the maintenance obligation under this Grant of

Easement and Maintenance Agreement. Furthermore, in the event of such transfer of ownership and/or maintenance responsibilities, if required by the applicable governmental authority, quasi-governmental authority and/or utility company, ARC will release and terminate its rights under this Grant of Easement and Maintenance Agreement and ARC will record evidence thereof in the Public Records of Palm Beach County, Florida. In addition, in the event the Lift Station is discontinued in accordance with the terms of this paragraph, upon Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee or applicable governmental authority, quasi-governmental authority and/or utility company's request to remove, ARC will consent thereto.

6. ARC agrees that this Grant of Easement and Maintenance Agreement and the financial obligation specified herein of the \$2,500.00 annual payment due to Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, along with obligation to cover one half (1/2) the cost to repair (giving credit for the \$2,500.00 paid by ARC to the Trustees), shall be binding upon ARC's assigns and any subsequent owner, and any subsequent sale by ARC of their interest in the property located at 4250 NW 16<sup>th</sup> Street, Belle Glade, Florida 33430 shall be subject to this agreement.
7. In the event The Trustee Parcel is serviced by another utility system for sanitary sewer and Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee desire to discontinue the use of the Lift Station, Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee will not have any further obligations under this Grant of Easement and Maintenance Agreement. Notwithstanding the foregoing, in the event Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee elect not to remove the Lift Station and to keep the Lift Station in operation, ARC may elect to continue to use the Lift Station; provided, however, Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee will not have any further obligation or liability under the Grant of Easement and Maintenance Agreement and ARC will be responsible for all of the costs and expenses associated with maintenance and repair of the Lift Station. In the event the use of the Lift Station is discontinued in accordance with the terms of this paragraph, upon Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee's request, ARC will release and terminate its rights under this Grant of Easement and Maintenance Agreement, and ARC will record evidence thereof in the Public Records of Palm Beach County, Florida.
8. Within fifteen (15) days after written request by Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, ARC shall provide Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, its lender, or any purchaser of all or any portion of Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Parcel, a written certificate as to the status of this Grant of Easement and Maintenance Agreement.
9. Within fifteen (15) days after written request by ARC, Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee, shall provide ARC, its lender, or any purchaser of all or any portion of the ARC Parcel, a written certificate as to the status of this Grant of Easement and Maintenance Agreement.

10. In the event Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee or ARC fails to perform in accordance with the terms of this Grant of Easement and Maintenance Agreement, the parties waive the rights to collect any consequential damages, punitive damages or damages related to lost profits.
11. The Grant of Easement and Maintenance Agreement will be construed in accordance with the laws of the State of Florida. No modification or amendment of the Grant of Easement and Maintenance Agreement shall be effective unless in writing, signed by both Parcel owners and recorded in the Public Records of Palm Beach County, Florida. Any time periods provided for herein, which end on a Saturday, Sunday or a legal holiday, will extend to 5:00 p.m. of the next business day. This Grant of Easement and Maintenance Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between the parties hereto and supersedes all prior discussions and agreements, whether written or oral. This Grant of Easement and Maintenance Agreement may be executed in any number of counterparts and by different parties to this Grant of Easement and Maintenance Agreement on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or e-mail attachment, will be deemed to be an original signature. The failure of a party to insist on strict performance of any provision of this Agreement shall not constitute a waiver of the right to demand compliance nor shall it be construed to constitute a waiver of any other or subsequent breach.
12. Any notice to be given under this Agreement will be in writing and will be deemed to have been given: (i) when delivered, if delivered by hand; (ii) when deposited in the United States Post Office, certified mail, postage prepaid, return-receipt requested, if mailed; or (iii) on the day after the deposit with any nationally or regionally recognized overnight courier service, which requires proof of delivery.
13. All the benefits, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee and ARC and their respective successors in interest, assigns, heirs and personal representatives, having or hereafter acquiring any right, title or interest in and to all or any portion of Enrique R. Rionda, Trustee and Cristina M. Rionda, Trustee Parcel and/or ARC parcel.

*The remainder of this page is intentionally left blank. Signature page(s) to follow.*



IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Enrique R. Rionda Irrevocable Trust Agreement dated December 19, 2012

By: [Signature]  
Enrique R. Rionda, Individually and as Trustee

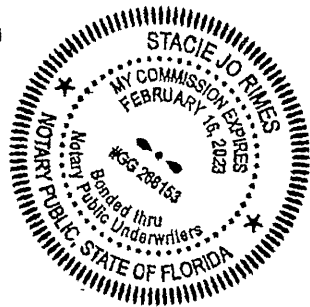
Stacie Jo Rimes  
Witness  
Stacie Jo Rimes  
Print Name of Witness

[Signature]  
Witness  
Charles L. Gonzalez  
Print Name of Witness

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization, this 14th Oct. day of July, 2020, by Enrique R. Rionda, as Trustee, who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(Seal)



Stacie Jo Rimes  
Notary Public

Cristina M. Rionda Irrevocable Trust Agreement  
dated December 19, 2012

By: Cristina Rionda  
Cristina M. Rionda, Individually and as Trustee

Stacie Gorins  
Witness  
Print Name: Stacie Gorins

[Signature]  
Witness  
Print Name: Carman L. Greenway

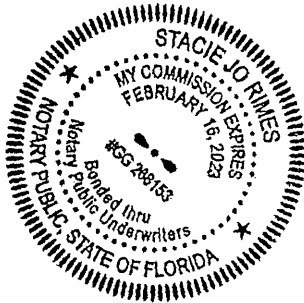
STATE OF FLORIDA }

COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 10/7/2020 by Cristina M. Rionda, Trustee, who is personally  
known to me or  who has produced \_\_\_\_\_ as identification.

Stacie Gorins  
Notary Public

(Seal)



THE ARC OF THE GLADES, INC.,  
a Florida not for profit corporation

By: [Signature]  
Debbie Lee, Executive Director

[Signature]  
Witness  
Print Name: Maupli E. Albar

[Signature]  
Witness  
Print Name: Jacqueline Murray

STATE OF FLORIDA                    }  
COUNTY OF PALM BEACH         }

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  
 online notarization, this October 27, 2020 by Debbie Lee, as Executive Director of The ARC OF THE  
GLADES, INC., who is personally known to me or who has produced Fla. Drivers License  
\_\_\_\_\_ as identification.

[Signature]  
Notary Public  
(Seal)

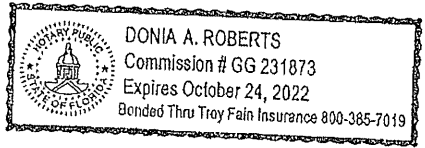


EXHIBIT "A"

PARCEL 1: Lot 2, Section 13, Township 43 South, Range 36 East, AND commence at the Northeast corner of Lot 2, Section 13, Township 43 South, Range 36 East, according to the plat "Lands Offered for Sale in the Everglades, by the Trustees of the I. I. Fund, Tallahassee, Florida, December 1<sup>st</sup>, 1916"; thence North 0°07' East, 51.0 feet; thence North 89°53' West 207.0 feet, thence South 55°13' West, 1127.32 feet, along the R/W of the E.D.D. Levee as established by Wallis Engineering Company; thence South 89°53' East, 533.6 feet; thence North 45°18' East, 842.73 feet to the point of beginning, and lying and being in Section 13, Township 43 South, Range 36 East, Palm Beach County, Florida, AND

A parcel of sovereignty land in Palm Beach County, Florida, described as follows: Commence at the Northeast corner of Lot 2, Section 13, Township 43 South, Range 36 East, according to the plat: "Lands Offered for Sale in the Everglades by the Trustees of the Internal Improvement Fund, Tallahassee, Florida, December 1, 1916". Thence North 0°07' East, 51.0 feet; thence North 89°53' West, 207.0 feet to the point of beginning; thence continue North 89°53' West, 734.51 feet; thence South 37°11'30" West, 806.68 feet along the U.S. Right-of-Way line; thence North 89°51'30" East, 298.05 feet; thence North 55°13' East, 1125.13 feet to the point of beginning, and lying and being in Section 13, Township 43 South, Range 36 East, Palm Beach County, Florida.

PARCEL 2: Lots 1 and 2 in Section 12 of Township 43 South, Range 36 East, according to the unrecorded plat of "Lands Offered for Sale in the Everglades by the Trustees of the Internal Improvement Fund, Tallahassee, Florida, December 1, 1916". LESS AND NOT INCLUDING State Road right-of-way described in deed dated June 13, 1951, filed August 16, 1951 in Palm Beach County, Florida, Deed Book 954, page 219, AND LESS

A portion of State Government Lot 1, Section 12, Township 43 South, Range 36 East, according to the unrecorded plat of "Lands Offered for Sale in the Everglades, by the Trustees of the Internal Improvement Fund, and more particularly described as follows: commencing at the Southeast corner of said Section 12; thence run S 89°53'37" West along the South line of Section 12, 75.00 feet to a point on the West right-of-way line of State Road 715; thence N 0°25'06" E, 749.53 feet along said right-of-way line to a point of curve; thence run along the arc of a curve to the right 104.16 feet to the point of beginning, said curve having a central angle of 2°01'48" and a radius of 2939.93 feet; thence run N 87°33'06" W, radial to the aforementioned curve, 402.44 feet to a point on the northerly line of said State Government Lot 1, thence run N 46°51'08" E along said northerly line of Lot 1, 623.68 feet to a point on the westerly right-of-way line on S.R. 715; thence run southerly along the arc of a curve to the left 447.30 feet to the point of beginning, said curve having a central angle of 8°43'02" and a radius of 2939.93 feet.

EXHIBIT "B"

LEGAL DESCRIPTION

A portion of Government Lot 1, Section 12, Township 43 South, Range 36 East, according to the unrecorded plat of Lands offered for sale in the Everglades, by the Trustees of the Internal Improvement Fund, and more particularly described as follows: Commencing at the Southeast corner of said Section 12: thence run South  $89^{\circ}53'37''$  West along the South line of Section 12, 75.00 feet to a point on the West right-of-way line to a point of curve of State Road 715: thence run North  $00^{\circ}25'06''$  East, 749.53 feet along said right-of-way line to a point of curve: thence run along the arc of a curve to the right 104.16 feet to the point of beginning, said curve having a central angle of  $02^{\circ}01'48''$  and a radius of 2939.93 feet: thence run North  $87^{\circ}33'06''$  West, radial to the aforementioned curve, 402.44 feet to a point on the Northerly line of said Government lot 1, thence run North  $46^{\circ}51'08''$  East along said Northerly line of Lot 1, 623.68 feet to a point on the Westerly right-of-way line of S.R. 715: thence run Southerly along the arc of a curve to the left 447.30 feet to the point of beginning, said curve having a central angle of  $08^{\circ}43'02''$  and a radius of 2939.93 feet.

**EXHIBIT "C"**

**EASEMENT**

A Portion of Government Lot 1, Section 12, Township 43 South, Range 36 East, the Unrecorded Plat of Lands offered for sale in the Everglades, by the Trustees Internal Improvement Fund, and more particularly

described as follows: Commencing at the Southeast Corner of said Section 12: South 89°53'37" West along the south line of Section 12, 75.00 feet to a point right-of-way line of State Road 715; thence run North 00°25'06" East, 749.53 right-of-way line to a point of curve; thence run along the arc of a curve to 104.16 feet; said curve having a central angle of 02°01'48" and a radius of 293 thence run North 87°33'06" West, Radial to the aforementioned curve and along line of arc of the Glades property in O.R.B. 5738, page 1389, 81.00 feet to the Point of Beginning of said easement; thence

South 02°26'54" West, a distance of 10.00 feet; thence North 87°33'06"W, along a line 10.00 feet South of and Parallel with the South line of said Arc of the Glades property, 77.00 feet; thence South 02°26'54" West, 72.50 feet; thence North 87°33'06"W, 10.00 feet; thence N02°26'54" East, 82.50 feet to the Said South line of Arc of the Glades Property; thence South 87°33'06" East, along Said South Property line, 92.00 feet to the Point of beginning.