

3B-1

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 28, 2021 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a First Amendment to Interlocal Agreement with the City of Boca Raton for the construction and management of a communications tower (i) modifying the legal description of the ingress and egress area for the Tower site; (ii) allowing the County the right to remove any existing trees and landscaping within said area and to make any necessary driveway improvements to maintain access to the Tower site; and (iii) terminating the current Temporary Construction Easement (TCE) and Access and Management Easement Agreement (Easement);

B) approve an Access and Management Easement Agreement to allow the County to operate, maintain and repair the tower;

C) approve a Temporary Construction Easement for the County to construct the tower; and

D) delegate authority to the County Administrator or designee, which in this case shall be the Director of Facilities, Development and Operations, to execute any future modifications of the agreements and easements set forth in this agenda item.

Summary: On October 20, 2020, the Board of County Commissioners (Board) approved an Interlocal Agreement (R2020-1608) with the City of Boca Raton (City) for the County to fund, design, construct, manage and maintain a 400' self-supported public safety radio tower and associated improvements on land owned by City. The Interlocal Agreement included as exhibits, an Access and Management Easement Agreement (R2020-1610) (Easement), a Temporary Construction Easement (R2020-1609) (TCE) and a standard Tower Use Agreement. The Easement & TCE were individually approved by the Board on October 20, 2020. The First Amendment to Interlocal Agreement (Amendment) modifies the legal description of the ingress and egress area for the tower site in the Interlocal Agreement, standard Tower Use Agreement, Easement and the TCE by lessing-out the portion located within the Lake Worth Drainage District right-of-way. The Amendment terminates the original 2020 Easement and TCE and replaces them with the Easement and TCE included in this agenda item with the corrected legal description. The Easement provides the County access to the City's land in order for the County to operate, maintain and repair the tower for the duration of the Interlocal Agreement. The TCE provides access to construct the tower. Additional language was added to the Easement and TCE to allow the County the right to remove any existing trees and landscaping within the ingress and egress area and make any necessary driveway improvements to maintain access to the tower site. This agenda item authorizes the County Administrator or designee, which in this case shall be the Director of Facilities, Development and Operations (FDO), to execute any future modifications of the agreements and easements set forth in this agenda item which have been determined by the County Attorney's Office as being materially consistent with the principles of the Interlocal Agreement as originally approved by the Board. **(PREM) Countywide/District 5 (HJF)**

Cont. on page 3

Attachments:

- 1. Location Map
- 2. First Amendment to Interlocal Agreement (w/Attachments "B", "D", and Exhibit "6")
- 3. Access and Management Easement Agreement (w/Exhibit "A")
- 4. Temporary Construction Agreement (w/Exhibit "A")

Recommended By: [Signature] 9/16/2021
Department Director Date
Approved By: [Signature] 9/22/2021
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No:
 Fund _____ Dept _____ Unit _____ Object _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

C. Departmental Fiscal Review: *[Signature]*
 * there is no fiscal impact associated with this item

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/17/21
 OFMB 9.17.21
 AP 9.17.21

[Signature] 9/21/22
 Contract Development and Control

B. Legal Sufficiency:
[Signature] 9/21/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background & Policy Issues: The County's Public Safety Radio System is the primary source of radio communications to the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, and 17 other public safety providers and provides interoperable communications to 44 local, state and Federal agencies. The system is operated from 13 towers throughout the County. The County and the City were in need of a new tower capable of supporting the installation of the County's public safety radio system equipment, both in the near term as well as into the future, to eliminate any risk of service interruption which could result in risk to the public and the public safety providers; City and County staff felt that it would be in the best interest of both parties to prepare the Interlocal Agreement and construct the new tower.

The term of the Interlocal Agreement is for forty-five (45) years and may be renewed for three (3) additional terms of ten (10) years each by mutual agreement of the City and County. The Interlocal Agreement also provides that the County will manage the tower on behalf of the City, pursuant to a standard Tower User Agreement which is attached to the Interlocal Agreement. The County's management responsibilities include collection of tower maintenance and renewal/replacement fees from tower users pursuant to the terms of the standard use agreement. Use of the tower will be limited to governmental entities, all of which, including both the City and the County, will contribute to the maintenance and renewal/replacement funds for the tower and be required to execute the standard Tower Use Agreement. The City has the ability to terminate the County's tower management responsibilities and assume the management responsibilities. The Interlocal Agreement delegates signature authority to the FDO Director to execute the tower use agreements on behalf of the County. The tower use agreements have a term of fifteen (15) years with two (2) additional renewal periods of fifteen (15) years each. The City cannot terminate the Interlocal Agreement for convenience nor without cause. Construction of the tower is scheduled to be completed in March 2022



ATTACHMENT NO. 1
LOCATION MAP - PAGE 1 OF 1

Attachment No. 2
First Amendment to Interlocal Agreement – 21 pages

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (“Amendment”) is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”) and the City of Boca Raton (“City”), a municipal corporation existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, County and City entered into a certain Interlocal Agreement dated October 20, 2020 (R2020-1608) (the “Interlocal Agreement”) to site, design and construct a Tower; and

WHEREAS, there is a conflict with the Lake Worth Drainage District over the legal description of the ingress and egress to the Tower site; and

WHEREAS, the parties wish to modify the Interlocal Agreement to revise Attachment “B” (Temporary Construction Easement), Attachment “D” (Access and Management Easement Agreement) and Exhibit 6 (City Owned Property) of Attachment “C” (Tower Use Agreement) to reflect this revision and the required updates of the new legal description.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Interlocal Agreement.
2. The Temporary Construction Easement executed on October 20, 2020 (R2020-1609) is hereby terminated, and Attachment “B” of the Interlocal Agreement is hereby replaced with Attachment “B” attached hereto.
3. The Access and Management Easement Agreement executed on October 20, 2020 (R2020-1610) is hereby terminated, and Attachment “D” of the Interlocal Agreement is hereby replaced with Attachment “D” attached hereto.
4. The second whereas clause of Attachment “C” (Tower Use Agreement”) is hereby deleted in its entirety and replaced with the following:

WHEREAS, at City’s request, the County has agreed to manage the Tower and the Tower Use Agreements via an Interlocal Agreement between the City and the County dated October 20, 2020 (R2020-1608), as amended by First Amendment dated _____, 20 (R___ - ___) (collectively “Interlocal Agreement”); and

5. Exhibit 6 (City Owned Property) of Attachment "C" (Tower Use Agreement) is hereby replaced with Exhibit 6 (City Owned Property) attached hereto.
6. This Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
7. Except as set forth herein, the Interlocal Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Interlocal Agreement as amended hereby.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first written above.

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

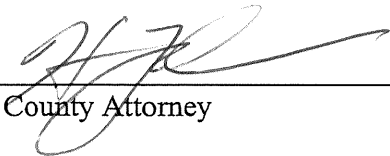
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

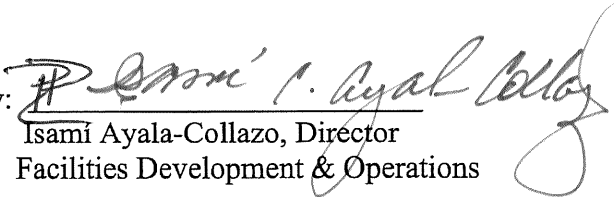
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:


CITY CLERK

**CITY OF BOCA RATON, a municipal
corporation of the State of Florida**

By: Mary Siddons
Mary Siddons, City Clerk

By: Scott Singer
Scott Singer, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Diana Grub Frieser, City Attorney

G:\PREM\Dev\Open Projects\PUD - Boca Tower -City of Boca Golf Course\1st Amendment 2021\FIRST AMENDMENT TO INTERLOCAL AGREEMENT HF approved 9.7 (pending correct legal)W. tce redlined.docx

EXHIBIT "B"

Prepared by & Return to:
Ross Hering
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: portion of 00-42-43-27-05-076-0010

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT ("Easement") made _____ 20__ by and between the **CITY OF BOCA RATON**, a municipal corporation of the State of Florida ("City") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County").

RECITALS

Whereas, the City is the owner of the land described in **Exhibit "A"** attached hereto (referred to hereafter as the "Easement Premises" or the "City Property"); and

Whereas, the County and the City have entered into an Interlocal Agreement dated October 20, 2021 (R2020-1608) as amended on _____, 20__ (collectively "Interlocal Agreement") providing, among other things, for the County's development and construction of a 400' self-supported public safety radio tower, equipment shelter and associated improvements (collectively referred hereafter to as the "Tower") on the City Property, which is incorporated herein by reference with respect to applicable terms and provisions; and

Whereas, the County requires a temporary construction easement ("Easement") in order to proceed with the development and construction of the Tower.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the City in hand paid by said County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant to the County a non-exclusive temporary construction easement over, under, across and upon the Easement Premises.

THE CONDITIONS OF THIS TEMPORARY CONSTRUCTION EASEMENT ARE SUCH THAT:

1. **Conditions to Right of Usage**. The County shall provide the City with all construction plans of any Tower improvements within the Easement Premises. The County represents and warrants that the Tower shall be designed and constructed wholly

within the confines of the Easement Premises and as provided in the design and construction documents.

2. Use Limitation. The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises to develop and construct the Tower in accordance with the plans and all permits and applicable statutes, rules, regulations, codes and ordinances. County shall have the right, but not the obligation, to remove trees and vegetation within the ingress and egress area of the Easement Premises and make any necessary driveway improvements to maintain access to the tower site. Further, access to the Easement Premises is limited to the County's employees, consultants, contractors, agents and others who are directly associated with the development and construction of the Tower.

The County acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that County may not utilize the Easement Premises for any purpose not specifically permitted hereby.

3. Term and Termination. The term of this Easement shall extend until the earlier of one of the following: 1) upon final completion (as defined in the Interlocal Agreement) of the construction work of the Tower and the possession of the Tower by the City or 2) until County fails to construct or abandons the Tower. The term may be extended by mutual agreement of the parties. The County shall promptly deliver to the City a release of easement, in a form satisfactory to City, in the event: (1) County does not construct the Tower, (2) in the event the County abandons the Tower; or (3) upon final completion of the Tower and possession of the Tower by the City.

This Easement shall terminate automatically if the County fails to complete the Tower in accordance with the Interlocal Agreement and the design and construction documents.

4. Diligent Prosecution. The County and the City agree to diligently pursue their respective responsibilities hereunder to completion.

5. Prohibition Against Liens. Neither the City's nor the County's interest in the Easement Premises shall be subject to liens arising from the County's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The County shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the County shall require the County's general contractor to furnish a payment and performance bond in accordance with Section 255.05, Florida Statutes, naming City as a dual obligee along with the County. Any required payment or performance bond shall be recorded in the Official Records of Palm Beach County and certified copies delivered to City and County prior to commencement of construction.

6. Insurance. The County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes that the County is

self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

The County shall require its contractors, subcontractors and all persons performing work upon the Easement Premises to provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance with coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440, Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages. The County may lower the coverage limits for subcontractors providing the County's contractor agrees to provide insurance for the difference between the subcontractor's reduced coverage and the amounts required by this paragraph.

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

The County shall provide a Certificate of Insurance and endorsement to the City evidencing such insurance coverage prior to the commencement of any work pursuant to this Easement. Such Certificate and endorsement shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

7. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of the County, its employees, agents, contractors and others associated therewith, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

8. **Time of Essence.** The parties expressly agree that time is of the essence in this Easement.

9. **Matters of Record.** The County hereby accepts this Easement on the City Property "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the City Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

10. **Palm Beach County Office of the 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 is authorized with the power to review past, present and proposed County and City contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County or the City, or anyone acting on their behalf, in order to ensure compliance with contract

requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

11. **Construction**. The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

12. **Entire Understanding**. This Easement (together with the applicable provisions of the Interlocal Agreement) represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

13. **Notices**. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225

Fax: 561-355-4398
and

City: City of Boca Raton
C/O City Manager
201 W. Palmetto Park Rd.
Boca Raton, FL 33432

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

14. **Default.** In the event the County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, the City shall, in addition to all other remedies provided at law or in equity, have the right of specific performance thereof.

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

16. **Prohibition Against Assignment.** This Easement may not be assigned by the County.

17. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of the County or the City or employees of the County or the City.

18. **Waste or Nuisance.** The County shall not commit or suffer to be committed any waste upon the City Property or any nuisance or other act or thing which may result in damage or depreciation of value of the City Property or which may affect City's fee interest in the City Property. Upon notice by the City to the County of any waste or nuisance, County shall have an opportunity to cure the issue.

19. **Governmental Regulations.** The County shall secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the County or its use of the City Property pursuant to this Easement and the Interlocal Agreement, and shall faithfully observe in the use of the City Property all applicable municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the County's use of the City Property as set forth herein.

IN WITNESS WHEREOF, the City has executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court
& Comptroller

COUNTY:
Palm Beach County, a political subdivision
of the State of Florida

By: _____
 , Deputy Clerk

By: _____
 Dave Kerner, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
 County Attorney

By: _____
 Isamí Ayala-Collazo, Director
Facilities Development & Operations

Signed, sealed and delivered
in the presence of:
(Witness to both County Clerk and Mayor)

Witness Signature

Witness Signature

Print Witness Name

Print Witness Name

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, day of _____, 20____, as being executed by _____, as Mayor, who is personally known to me or have produced _____, identification and who did (did not) take an oath.

Notary Signature

Name
Commission No. _____
My commission expires: _____

ATTEST:

By: _____,
City Clerk

CITY:

City of Boca Raton, a municipal corporation
of the State of Florida

By: _____,
Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
City Attorney

Signed, sealed and delivered
in the presence of:
(Witness to both City Clerk and Mayor)

Witness Signature

Witness Signature

Print Witness Name

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this _____, day of _____, 20
_____, as being executed by _____, as Mayor, who is
personally known to me or have produced _____,
identification and who did (did not) take an oath.

Notary Signature

Name

Commission No. _____

My commission expires: _____

EXHIBIT "A"
(Easement Premises or City Property)

BEING A PORTION OF TRACT 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 30, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, SAID PUBLIC RECORDS; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF TRACTS 30 THROUGH 35, SAID BLOCK 76, A DISTANCE OF 1740.38 FEET; THENCE N00°23'20"W, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, ALONG A LINE 155.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.00 FEET; THENCE S00°24'15"E ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE S89°36'40"W ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.474 ACRES MORE OR LESS.

TOGETHER WITH INGRESS AND EGRESS TO THE ABOVE DESCRIBED EASEMENT PREMISES SHALL BE ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF TRACTS 30 THROUGH 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF SAID TRACT 30, A DISTANCE OF 25.65 FEET; THENCE N00°21'11"W, ALONG A LINE 25.65 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE N00°21'11"W, A DISTANCE OF 30.00 FEET; THENCE N89°36'40"E, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1920.40 FEET; THENCE N00°24'15"W ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, A DISTANCE OF 35.00 FEET; THENCE S00°24'15"E, ALONG THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 130.50 FEET; THENCE S89°36'40"W, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1955.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.427 ACRES MORE OR LESS.

Prepared by & Return to: **EXHIBIT "D"**
Ross Hering
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: portion of 00 42 43 27 05 076 0010

ACCESS AND MANAGEMENT EASEMENT AGREEMENT

THIS EASEMENT ("Easement") made _____ by and between the **CITY OF BOCA RATON**, a municipal corporation of the State of Florida ("City") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County").

RECITALS

Whereas, City is the owner of the land described in **Exhibit "A"** attached hereto (referred to hereafter as the "Easement Premises" or "City Property"); and

Whereas, County and City have entered into an Interlocal Agreement dated October 20, 2020 (R2020-1607) and as amended on _____, 20__ (collectively "Interlocal Agreement") providing, among other things, for County's development, construction and maintenance of a 400' self-supported public safety radio tower, equipment shelter and associated improvements (collectively referred to hereafter as the "Tower") on the City Property, which is incorporated herein by reference with respect to applicable terms and provisions; and

Whereas, the County requires an access and maintenance management easement in order to access the Easement Premises and to manage the repairs, renewal, replacement, maintenance, and overall operation of the Tower ("Easement").

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the City in hand paid by said County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City does hereby grant to the County a non-exclusive access and maintenance management easement for access, ingress and egress to the Easement Premises and to manage the repairs, renewal, replacement, maintenance and overall operations of the Tower over, under, upon and across the Easement Premises, upon the conditions hereinafter set forth.

1. **Use Limitation.** The County shall manage the overall maintenance and operations of the Tower, as specifically described in the Interlocal Agreement, including but not limited to routine, regular, and emergency repairs and replacements of the Tower improvements as defined and set forth in the Interlocal Agreement and the tower use agreements between the County, the City and the other tower users. The County shall use reasonable efforts to maintain the Tower in good repair and operational condition on a 24 hours per day, 7 days per week, 365 days per year basis, however, the County has no responsibility as to system downtime or its effects on any authorized user. County shall have the right, but not the obligation, to remove trees and vegetation within the ingress and egress area of the Easement Premises and make any necessary driveway improvements to maintain access to the tower site.

Access to the Easement Premises is limited to the County's employees, consultants, contractors, and subcontractors who are directly associated with the repairs, renewal, replacement, maintenance, and overall operation of the Tower.

The rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that County may not utilize the Easement Premises for any purpose not specifically permitted hereby.

2. **Term and Termination.** The term of this Easement shall commence upon execution of this Easement by the County and City (Effective Date) and shall extend until the earlier of one of the following: 1) the duration of the Interlocal Agreement and all renewals thereof; or 2) if, as provided in Section 10.03 of the Interlocal Agreement, the City declines to replace or restore the Tower after a casualty loss, and the County elects to do so, the date the County ceases to use the Tower as an active component of its public safety communications system. The City and County can mutually agree to extend this Easement for any duration acceptable to both parties.

This Easement shall terminate automatically if the County fails to complete the Tower in accordance with the Interlocal Agreement and the design and construction documents.

The County shall promptly deliver to the City a release of easement, in a form satisfactory to City, in the event: (1) County does not construct the Tower, (2) the County abandons the Tower or ceases to use the Tower as an active component of its public safety communications system; or (3) of termination of the Interlocal Agreement.

3. **Diligent Prosecution.** The County and the City agree to diligently pursue their respective responsibilities hereunder to completion.

4. **Prohibition Against Liens.** Neither the City's nor the County's interest in the Easement Premises shall be subject to liens arising from the County's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. County shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the County shall require the County's general

contractor to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05 naming City as a Dual Obligee along with County. Any required payment or performance bond shall be delivered to City prior to commencement of construction.

5. **Insurance.** The County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes that the County is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

The County shall require its contractors, subcontractors and all persons performing work upon the Easement Premises to provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance with coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages. The County may lower the coverage limits for subcontractors providing the County's contractor agrees to provide insurance for the difference between the subcontractor's reduced coverage and the amounts required by this paragraph.

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

The County shall provide a Certificate of Insurance and endorsement to the City evidencing such insurance coverage prior to the commencement of any work pursuant to this Easement. Such Certificate and endorsement shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

6. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of the County, its employees, contractors and subcontractors who are directly associated with the repairs, renewal, replacement, maintenance, and overall operation of the Tower, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

7. **Time of Essence.** The parties expressly agree that time is of the essence in this Easement.

8. **Matters of Record.** The County hereby accepts this Easement on the City Property "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the City Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

9. **Palm Beach County Office of the 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 is authorized with the power to review past, present and proposed County and City contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County or the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

10. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

11. **Entire Understanding.** This Easement (together with the applicable provisions of the Interlocal Agreement) represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

12. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217

Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

and

City: City of Boca Raton
C/O City Manager
201 W. Palmetto Park Rd.
Boca Raton, FL 33432

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

13. **Default.** In the event the County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, the City shall, in addition to all other remedies provided at law or in equity, have the right of specific performance thereof.

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

15. **Prohibition Against Assignment.** This Easement may not be assigned by the County without the City's written approval.

16. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of the County or the City or employees of the County or the City.

17. **Waste or Nuisance.** The County shall not commit or suffer to be committed any waste upon the City Property or any nuisance or other act or thing which may result in damage or depreciation of value of the City Property or which may affect City's fee interest in the City Property. Upon notice by the City to the County of any waste or nuisance, County shall have an opportunity to cure the issue.

18. **Governmental Regulations.** The County shall secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the County or its use of the City Property in accordance with this Easement and the Interlocal Agreement, and shall faithfully observe in the use of the City Property all applicable municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the County's use of the City Property as set forth herein.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the City has executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

ATTEST:

Joseph Abruzzo
Clerk & Comptroller

By: _____
_____, Deputy Clerk

COUNTY:

Palm Beach County, a political subdivision
of the State of Florida

By: _____
_____, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
_____, County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
_____, Director
Facilities Development & Operations

Signed, sealed and delivered
in the presence of:
(Witness to both County Clerk and Mayor)

Witness Signature

Witness Signature

Print Witness Name

Print Witness Name

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, day of _____, 20_____, as being executed by _____, as Mayor, who is personally known to me or have produced _____, identification and who did (did not) take an oath.

Notary Signature

Name

Commission No. _____

My commission expires: _____

ATTEST:
By: _____
 , City Clerk

CITY:
City of Boca Raton, a municipal corporation
of the State of Florida

By: _____
 , Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
 City Attorney

Signed, sealed and delivered
in the presence of:
(Witness to both City Clerk and Mayor)

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this _____, day of _____, 20
_____, as being executed by _____, as Mayor, who is
personally known to me or have produced _____,
identification and who did (did not) take an oath.

Notary Signature

Name

Commission No. _____

My commission expires: _____

EXHIBIT "A"
(Easement Premises)

BEING A PORTION OF TRACT 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 30, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, SAID PUBLIC RECORDS; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF TRACTS 30 THROUGH 35, SAID BLOCK 76, A DISTANCE OF 1740.38 FEET; THENCE N00°23'20"W, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, ALONG A LINE 155.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.00 FEET; THENCE S00°24'15"E ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE S89°36'40"W ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.474 ACRES MORE OR LESS.

TOGETHER WITH INGRESS AND EGRESS TO THE ABOVE DESCRIBED EASEMENT PREMISES SHALL BE ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF TRACTS 30 THROUGH 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF SAID TRACT 30, A DISTANCE OF 25.65 FEET; THENCE N00°21'11"W, ALONG A LINE 25.65 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE N00°21'11"W, A DISTANCE OF 30.00 FEET; THENCE N89°36'40"E, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1920.40 FEET; THENCE N00°24'15"W ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, A DISTANCE OF 35.00 FEET; THENCE S00°24'15"E, ALONG THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 130.50 FEET; THENCE S89°36'40"W, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1955.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.427 ACRES MORE OR LESS.

EXHIBIT "6"
TO THE TOWER USE AGREEMENT
CITY OWNED PROPERTY

BEING A PORTION OF TRACT 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 30, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, SAID PUBLIC RECORDS; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF TRACTS 30 THROUGH 35, SAID BLOCK 76, A DISTANCE OF 1740.38 FEET; THENCE N00°23'20"W, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, ALONG A LINE 155.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.00 FEET; THENCE S00°24'15"E ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE S89°36'40"W ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.474 ACRES MORE OR LESS.

TOGETHER WITH INGRESS AND EGRESS TO THE ABOVE DESCRIBED EASEMENT PREMISES SHALL BE ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF TRACTS 30 THROUGH 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF SAID TRACT 30, A DISTANCE OF 25.65 FEET; THENCE N00°21'11"W, ALONG A LINE 25.65 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE N00°21'11"W, A DISTANCE OF 30.00 FEET; THENCE N89°36'40"E, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1920.40 FEET; THENCE N00°24'15"W ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, A DISTANCE OF 35.00 FEET; THENCE S00°24'15"E, ALONG THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 130.50 FEET; THENCE S89°36'40"W, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1955.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.427 ACRES MORE OR LESS.

Attachment No. 3
Access and Management Easement Agreement – 9 pages

Prepared by & Return to:
Ross Hering
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: portion of 00 42 43 27 05 076 0010

ACCESS AND MANAGEMENT EASEMENT AGREEMENT

THIS EASEMENT (“Easement”) made _____ by and between the **CITY OF BOCA RATON**, a municipal corporation of the State of Florida (“City”) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”).

RECITALS

Whereas, City is the owner of the land described in **Exhibit “A”** attached hereto (referred to hereafter as the “Easement Premises” or “City Property”); and

Whereas, County and City have entered into an Interlocal Agreement dated October 20, 2020 (R2020-1607) and as amended on _____, 20____ (collectively “Interlocal Agreement”) providing, among other things, for County’s development, construction and maintenance of a 400’ self-supported public safety radio tower, equipment shelter and associated improvements (collectively referred to hereafter as the “Tower”) on the City Property, which is incorporated herein by reference with respect to applicable terms and provisions; and

Whereas, the County requires an access and maintenance management easement in order to access the Easement Premises and to manage the repairs, renewal, replacement, maintenance, and overall operation of the Tower (“Easement”).

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the City in hand paid by said County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City does hereby grant to the County a non-exclusive access and maintenance management easement for access, ingress and egress to the Easement Premises and to manage the repairs, renewal, replacement, maintenance and overall operations of the Tower over, under, upon and across the Easement Premises, upon the conditions hereinafter set forth.

1. **Use Limitation.** The County shall manage the overall maintenance and operations of the Tower, as specifically described in the Interlocal Agreement, including but not limited to routine, regular, and emergency repairs and replacements of the Tower improvements as defined and set forth in the Interlocal Agreement and the tower use agreements between the County, the City and the other tower users. The County shall use reasonable efforts to maintain the Tower in good repair and operational condition on a 24 hours per day, 7 days per week, 365 days per year basis, however, the County has no responsibility as to system downtime or its effects on any authorized user. County shall have the right, but not the obligation, to remove trees and vegetation within the ingress and egress area of the Easement Premises and make any necessary driveway improvements to maintain access to the tower site.

Access to the Easement Premises is limited to the County's employees, consultants, contractors, and subcontractors who are directly associated with the repairs, renewal, replacement, maintenance, and overall operation of the Tower.

The rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that County may not utilize the Easement Premises for any purpose not specifically permitted hereby.

2. **Term and Termination.** The term of this Easement shall commence upon execution of this Easement by the County and City (Effective Date) and shall extend until the earlier of one of the following: 1) the duration of the Interlocal Agreement and all renewals thereof; or 2) if, as provided in Section 10.03 of the Interlocal Agreement, the City declines to replace or restore the Tower after a casualty loss, and the County elects to do so, the date the County ceases to use the Tower as an active component of its public safety communications system. The City and County can mutually agree to extend this Easement for any duration acceptable to both parties.

This Easement shall terminate automatically if the County fails to complete the Tower in accordance with the Interlocal Agreement and the design and construction documents.

The County shall promptly deliver to the City a release of easement, in a form satisfactory to City, in the event: (1) County does not construct the Tower, (2) the County abandons the Tower or ceases to use the Tower as an active component of its public safety communications system; or (3) of termination of the Interlocal Agreement.

3. **Diligent Prosecution.** The County and the City agree to diligently pursue their respective responsibilities hereunder to completion.

4. **Prohibition Against Liens.** Neither the City's nor the County's interest in the Easement Premises shall be subject to liens arising from the County's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. County shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the County shall require the County's general

contractor to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05 naming City as a Dual Obligee along with County. Any required payment or performance bond shall be delivered to City prior to commencement of construction.

5. **Insurance.** The County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes that the County is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

The County shall require its contractors, subcontractors and all persons performing work upon the Easement Premises to provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance with coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages. The County may lower the coverage limits for subcontractors providing the County's contractor agrees to provide insurance for the difference between the subcontractor's reduced coverage and the amounts required by this paragraph.

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

The County shall provide a Certificate of Insurance and endorsement to the City evidencing such insurance coverage prior to the commencement of any work pursuant to this Easement. Such Certificate and endorsement shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

6. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of the County, its employees, contractors and subcontractors who are directly associated with the repairs, renewal, replacement, maintenance, and overall operation of the Tower, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

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8. **Matters of Record.** The County hereby accepts this Easement on the City Property "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the City Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

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12. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217

Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

and

City: City of Boca Raton
C/O City Manager
201 W. Palmetto Park Rd.
Boca Raton, FL 33432

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

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

15. **Prohibition Against Assignment.** This Easement may not be assigned by the County without the City's written approval.

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17. **Waste or Nuisance.** The County shall not commit or suffer to be committed any waste upon the City Property or any nuisance or other act or thing which may result in damage or depreciation of value of the City Property or which may affect City's fee interest in the City Property. Upon notice by the City to the County of any waste or nuisance, County shall have an opportunity to cure the issue.

18. **Governmental Regulations.** The County shall secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the County or its use of the City Property in accordance with this Easement and the Interlocal Agreement, and shall faithfully observe in the use of the City Property all applicable municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the County's use of the City Property as set forth herein.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the City has executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

ATTEST:

Joseph Abruzzo
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: _____
 County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
 Isamí Ayala-Collazo, Director
Facilities Development & Operations

Signed, sealed and delivered
in the presence of:
(Witness to both County Clerk and Mayor)

Witness Signature

Witness Signature

Print Witness Name

Print Witness Name

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, day of _____, 20_____, as being executed by _____, as Mayor, who is personally known to me or have produced _____, identification and who did (did not) take an oath.

Notary Signature

Name

Commission No. _____

My commission expires: _____

ATTEST:

By: Mary Siddons
Mary Siddons City Clerk

CITY:

City of Boca Raton, a municipal corporation
of the State of Florida

By: Scott Singer
Scott Singer, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Jeffrey Sheffel, for
City Attorney

Signed, sealed and delivered
in the presence of:
(Witness to both City Clerk and Mayor)

Kathleen Maxwell
Witness Signature

KATHLEEN MAXWELL
Print Witness Name

Marjorie Martinez
Witness Signature

Marjorie Martinez
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this 14, day of September, 20
2022, as being executed by Scott Singer, as Mayor, who is
personally known to me or have produced _____,
identification and who did (did not) take an oath.

Phillip W. Daly
Notary Signature

Phillip W. Daly
Name

Commission No. 66-198632

My commission expires: 3-21-22

EXHIBIT "A"
(Easement Premises)

BEING A PORTION OF TRACT 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 30, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, SAID PUBLIC RECORDS; THENCE N89°36'40"E, ALONG THE SOUTH LINE OF TRACTS 30 THROUGH 35, SAID BLOCK 76, A DISTANCE OF 1740.38 FEET; THENCE N00°23'20"W, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E, A DISTANCE OF 100.50 FEET; THENCE N89°36'40"E, ALONG A LINE 155.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.00 FEET; THENCE S00°24'15"E ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE S89°36'40"W ALONG A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 35, A DISTANCE OF 205.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.474 ACRES MORE OR LESS.

TOGETHER WITH INGRESS AND EGRESS TO THE ABOVE DESCRIBED EASEMENT PREMISES SHALL BE ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF TRACTS 30 THROUGH 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 30; THENCE N89° 0' 36'40"E, ALONG THE SOUTH LINE OF SAID TRACT 30, A DISTANCE OF 25.65 FEET; THENCE N00° 21'11"W, ALONG A LINE 25.65 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT 30, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE N00° 0' 21'11"W, A DISTANCE OF 30.00 FEET; THENCE N89° 0' 36'40"E, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1920.40 FEET; THENCE N00° 0' 24'15"W ALONG A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 100.50 FEET; THENCE N89° 0' 36'40"E, A DISTANCE OF 35.00 FEET; THENCE S00°24'15"E, ALONG THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 130.50 FEET; THENCE S89° 36'40"W, ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 30 THROUGH 35, A DISTANCE OF 1955.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.427 ACRES MORE OR LESS.

Attachment No. 4
Temporary Construction Agreement – 8 pages

Prepared by & Return to:
Ross Hering
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: portion of 00-42-43-27-05-076-0010

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT ("Easement") made _____ 20____ by and between the **CITY OF BOCA RATON**, a municipal corporation of the State of Florida ("City") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County").

RECITALS

Whereas, the City is the owner of the land described in **Exhibit "A"** attached hereto (referred to hereafter as the "Easement Premises" or the "City Property"); and

Whereas, the County and the City have entered into an Interlocal Agreement dated October 20, 2021 (R2020-1608) as amended on _____, 20____ (collectively "Interlocal Agreement") providing, among other things, for the County's development and construction of a 400' self-supported public safety radio tower, equipment shelter and associated improvements (collectively referred hereafter to as the "Tower") on the City Property, which is incorporated herein by reference with respect to applicable terms and provisions; and

Whereas, the County requires a temporary construction easement ("Easement") in order to proceed with the development and construction of the Tower.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the City in hand paid by said County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant to the County a non-exclusive temporary construction easement over, under, across and upon the Easement Premises.

THE CONDITIONS OF THIS TEMPORARY CONSTRUCTION EASEMENT ARE SUCH THAT:

1. **Conditions to Right of Usage**. The County shall provide the City with all construction plans of any Tower improvements within the Easement Premises. The County represents and warrants that the Tower shall be designed and constructed wholly within the confines of the Easement Premises and as provided in the design and construction documents.

2. **Use Limitation.** The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises to develop and construct the Tower in accordance with the plans and all permits and applicable statutes, rules, regulations, codes and ordinances. County shall have the right, but not the obligation, to remove trees and vegetation within the ingress and egress area of the Easement Premises and make any necessary driveway improvements to maintain access to the tower site. Further, access to the Easement Premises is limited to the County's employees, consultants, contractors, agents and others who are directly associated with the development and construction of the Tower.

The County acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that County may not utilize the Easement Premises for any purpose not specifically permitted hereby.

3. **Term and Termination.** The term of this Easement shall extend until the earlier of one of the following: 1) upon final completion (as defined in the Interlocal Agreement) of the construction work of the Tower and the possession of the Tower by the City or 2) until County fails to construct or abandons the Tower. The term may be extended by mutual agreement of the parties. The County shall promptly deliver to the City a release of easement, in a form satisfactory to City, in the event: (1) County does not construct the Tower, (2) in the event the County abandons the Tower; or (3) upon final completion of the Tower and possession of the Tower by the City.

This Easement shall terminate automatically if the County fails to complete the Tower in accordance with the Interlocal Agreement and the design and construction documents.

4. **Diligent Prosecution.** The County and the City agree to diligently pursue their respective responsibilities hereunder to completion.

5. **Prohibition Against Liens.** Neither the City's nor the County's interest in the Easement Premises shall be subject to liens arising from the County's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The County shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the County shall require the County's general contractor to furnish a payment and performance bond in accordance with Section 255.05, Florida Statutes, naming City as a dual obligee along with the County. Any required payment or performance bond shall be recorded in the Official Records of Palm Beach County and certified copies delivered to City and County prior to commencement of construction.

6. **Insurance.** The County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes that the County is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver

limits that may change and be set forth by the legislature.

The County shall require its contractors, subcontractors and all persons performing work upon the Easement Premises to provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance with coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440, Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages. The County may lower the coverage limits for subcontractors providing the County's contractor agrees to provide insurance for the difference between the subcontractor's reduced coverage and the amounts required by this paragraph.

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

The County shall provide a Certificate of Insurance and endorsement to the City evidencing such insurance coverage prior to the commencement of any work pursuant to this Easement. Such Certificate and endorsement shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

7. **No Dedication**. The grant of Easement contained herein is solely for the use and benefit of the County, its employees, agents, contractors and others associated therewith, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

8. **Time of Essence**. The parties expressly agree that time is of the essence in this Easement.

9. **Matters of Record**. The County hereby accepts this Easement on the City Property "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the City Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

10. **Palm Beach County Office of the 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 is authorized with the power to review past, present and proposed County and City contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County or the City, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

11. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

12. **Entire Understanding.** This Easement (together with the applicable provisions of the Interlocal Agreement) represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

13. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

and

City: City of Boca Raton
C/O City Manager
201 W. Palmetto Park Rd.
Boca Raton, FL 33432

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

14. **Default.** In the event the County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, the City shall, in addition to all other remedies provided at law or in equity, have the right of specific performance thereof.

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

16. **Prohibition Against Assignment.** This Easement may not be assigned by the County.

17. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of the County or the City or employees of the County or the City.

18. **Waste or Nuisance.** The County shall not commit or suffer to be committed any waste upon the City Property or any nuisance or other act or thing which may result in damage or depreciation of value of the City Property or which may affect City's fee interest in the City Property. Upon notice by the City to the County of any waste or nuisance, County shall have an opportunity to cure the issue.

19. **Governmental Regulations.** The County shall secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the County or its use of the City Property pursuant to this Easement and the Interlocal Agreement, and shall faithfully observe in the use of the City Property all applicable municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the County's use of the City Property as set forth herein.

IN WITNESS WHEREOF, the City has executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court
& Comptroller

COUNTY:

Palm Beach County, a political subdivision
of the State of Florida

By: _____,
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY:**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

Signed, sealed and delivered
in the presence of:
(Witness to both County Clerk and Mayor)

Witness Signature

Witness Signature

Print Witness Name

Print Witness Name

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, day of _____, 20_____, as being executed by _____, as Mayor, who is personally known to me or have produced _____, identification and who did (did not) take an oath.

Notary Signature

Name

Commission No. _____

My commission expires: _____

ATTEST:

By: Mary Siddons
Mary Siddons, City Clerk

CITY:

City of Boca Raton, a municipal corporation
of the State of Florida

By: Scott Singer
Scott Singer, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Jeffrey Shuffel, for
City Attorney

Signed, sealed and delivered
in the presence of:
(Witness to both City Clerk and Mayor)

[Signature]
Witness Signature

Kathleen Maxwell
Print Witness Name

[Signature]
Witness Signature

Marjorie Martinez
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this 14, day of September, 20
21, as being executed by Scott Singer, as Mayor, who is
personally known to me or have produced _____,
identification and who did (did not) take an oath.

Phillip W. Daly
Notary Signature

Phillip W. Daly
Name

Commission No. GG-198632

My commission expires: 3-21-22



EXHIBIT "A"
(Easement Premises or City Property)

BEING A PORTION OF TRACT 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.474 ACRES MORE OR LESS.

TOGETHER WITH INGRESS AND EGRESS TO THE ABOVE DESCRIBED EASEMENT PREMISES SHALL BE ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF TRACTS 30 THROUGH 35, BLOCK 76, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 47 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.427 ACRES MORE OR LESS.