

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	December 20, 2022	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:	Engineering & Public Works Department				
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

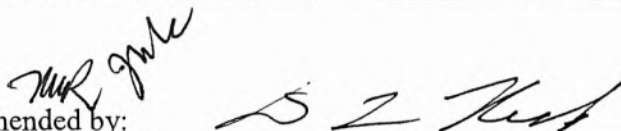
**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement (Agreement) with the School Board of Palm Beach County (School Board) for the dedication of right-of-way on Lyons Road and 47<sup>th</sup> Place South (ROW) to Palm Beach County (County), and for the design and construction of roadway and traffic signal improvements on Lyons Road.


**SUMMARY:** The County is widening Lyons Road from the Lake Worth Drainage District L-14 Canal to north of Lake Worth Road (Project) and needs additional ROW for drainage. The School Board is constructing a new high school at the intersection of Lyons Road and 47<sup>th</sup> Place South and is required to design, permit, and construct roadway improvements on Lyons Road and 47<sup>th</sup> Place South, including traffic signals on Lyons Road, to serve the new school. Approval of this Agreement will allow the School Board to dedicate ROW to the County, and design, permit, and construct improvements on 47<sup>th</sup> Place South to serve the new school; and the County to design, permit and construct traffic signal and roadway improvements on Lyons Road with its Project to serve the new school. District 6 (YBH)

**Background and Justification:** The School Board is required to dedicate right-of-way on 47<sup>th</sup> Place South in accordance with the County’s Thoroughfare Identification Map in the Comprehensive Plan with development of the new school site. The Engineering and Public Works Department recommends approval by the Board of County Commissioners.

**Attachments:**

- 1. Location Map
- 2. Interlocal Agreement with the School Board with Exhibits A, B, C, D and E (2 originals)

Recommended by:  12/9/2022  
County Engineer Date

Approved By:  12/15/22  
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☐ No ☒

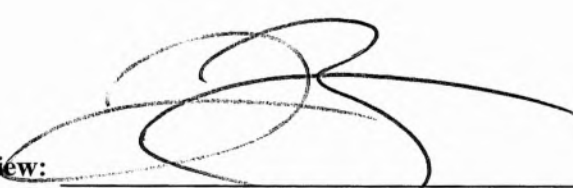
Does this item include the use of federal funds?

Yes ☐ No ☒

Budget Account No:

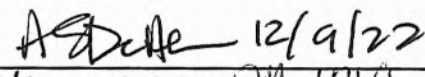
Fund                  Dept                  Unit                  Object


\*\*This item has no fiscal impact. Approval of an Interlocal Agreement with the School Board of Palm Beach County for the dedication of right-of-way on Lyons Road and 47th Place South (ROW) to Palm Beach County , and for the design and construction of roadway and traffic signal improvements on Lyons Road.

C. Departmental Fiscal Review: 

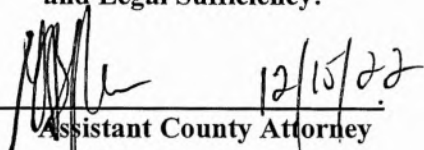
III. REVIEW COMMENTS

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

 12/9/22  
M6 12/9 OFMB JHE 12/9

 12/13/22  
Contract Dev. and Control  
for 12/13/22

B. Approved as to Form and Legal Sufficiency:

 12/15/22  
Assistant County Attorney

C. Other Department Review:

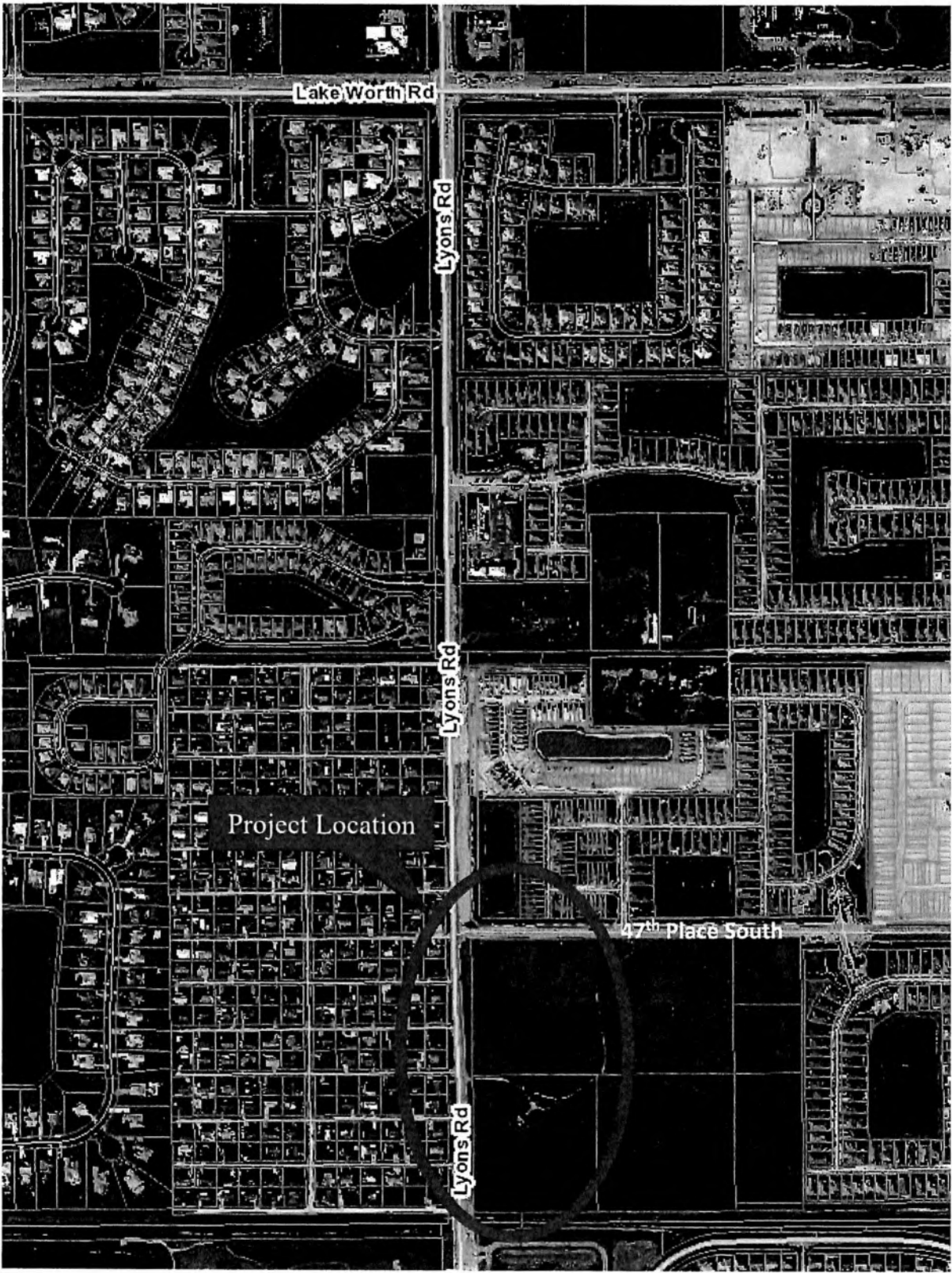
\_\_\_\_\_  
Department Director

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

PROJECT LOCATION

Lyons Road from LWDD L-14 Canal to Lake Worth Road

PALM BEACH COUNTY PROJECT 2010504B



LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
FOR DEDICATION OF RIGHT-OF-WAY ON LYONS ROAD AND 47<sup>TH</sup> PLACE  
SOUTH, AND DESIGN AND CONSTRUCTION OF ROADWAY AND TRAFFIC  
SIGNAL IMPROVEMENTS ON LYONS ROAD AT THE SCHOOL DRIVEWAY  
(ARTIST PLACE) AND 47<sup>TH</sup> PLACE SOUTH**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County"), and the School Board of Palm Beach County, Florida, ("School Board"), individually as Party and collectively as Parties.

**WITNESSETH:**

**WHEREAS**, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately; and

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

**WHEREAS**, the School Board is constructing High School 03-000 at the southeast corner of Lyons Road and 47<sup>th</sup> Place South, hereinafter "School"; and

**WHEREAS**, the School Board is required to design, permit, and construct turn lanes on Lyons Road, ("Lyons Road School Roadway Improvements") and to design, permit and construct traffic signals on Lyons Road, ("Lyons Road School Traffic Signal Improvements"), and to design, permit and construct turn lanes on 47<sup>th</sup> Place South (47<sup>th</sup> Place South School Roadway Improvements) to serve the School; and

**WHEREAS**, COUNTY shall design, permit and construct a traffic signal at the intersection of Lyons Road and 47<sup>th</sup> Place South if it is determined that a traffic signal is warranted; and

**WHEREAS**, County, through its Five-Year Road Program, is widening Lyons Road from the Lake Worth Drainage District L-14 Canal to Lake Worth Road, from a two (2) lane roadway to a four (4) lane divided roadway ("Project"); and



**WHEREAS**, County needs right-of-way for a dry detention pond to accommodate Project drainage (“Lyons Road Right-of-Way”); and

**WHEREAS**, School Board owns property adjacent to Project and has agreed to convey a portion of that property as right-of-way to County to accommodate Project drainage; and

**WHEREAS**, County agrees to design, permit, and install Lyons Road School Roadway Improvements with the Project; and

**WHEREAS**, County agrees to design, permit, and install Lyons Road School Traffic Signal Improvements at the Lyons Road/Artist Place intersection which will service the main entrance of the new 03-000 High School as set forth in this Agreement; and

**WHEREAS**, School Board is required to dedicate right-of-way for 47<sup>th</sup> Place South in accordance with County’s Comprehensive Plan, (“47<sup>th</sup> Place South Right-of-Way”); and

**WHEREAS**, the Parties declare that Lyons Road Right-of-Way conveyance, Lyons Road School Roadway Improvements and Lyons Road School Traffic Signal Improvements, and 47<sup>th</sup> Place South School Roadway Improvements are in the best interest of the health, safety, and welfare of the public; and

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

1. The above recitals are true, correct and incorporated herein.
2. SCHOOL BOARD RESPONSIBILITIES
  - a. School Board shall convey to County the Lyons Road Right-of-Way, as shown in Exhibit “A”, free and clear of all encumbrances, and the 47<sup>th</sup> Place South Right-of-Way, as shown in Exhibit “B”, free and clear of all encumbrances, within sixty (60) days of the effective date of this Agreement. The Lyons Road Right-of-Way Parcel and the 47<sup>th</sup> Place South Right-of-Way Parcel shall be conveyed by Right of Way Deeds, substantially in the form attached hereto as Exhibits “A” and “B”.
  - b. School Board began construction of School on or about June 2021, and will substantially complete construction on or about, May 2023. School Board shall notify County in writing of any changes to its School design and construction schedule.

- c. School Board shall provide final CADD files and hard copy of School design plans to County and/or its consultants to be used for the design of Lyons Road School Traffic Signal Improvements.
- d. School Board shall design, permit, and construct improvements on 47<sup>th</sup> Place South in accordance with Palm Beach County's Thoroughfare Design Standards (latest edition), its site plan and construction plans attached in Exhibit "C".
- e. At such time when County designs, permits and constructs future roadway widening of 47<sup>th</sup> Place South, School Board shall provide a Right of Entry Permit in favor of the County, substantially in the form attached hereto as Exhibit "D" ("Right of Entry Permit") to allow County to harmonize roadway design with School Board property.
- f. School Board will submit final plans, permits and as-builts of the 47<sup>th</sup> Place South School Roadway Improvements to the County within 60 days of its construction completion and acceptance.

### 3. COUNTY RESPONSIBILITIES

- a. County, at its sole cost and through its consultants and contractors, shall design, permit and by or before December 31, 2022, commence construction, of the following:
  - (i) Necessary pavement and any associated improvements for dual southbound left turn lanes on Lyons Road to the School entrance across from Artist Place.
  - (ii) Northbound right turn lane on Lyons Road at 47<sup>th</sup> Place South.
  - (iii) Northbound right turn lane on Lyons Road into the School entrance across from Artist Place.
  - (iv) Asphalt driveway across dry detention pond on Lyons Road for access to School.
  - (v) Necessary pavement and any associated improvements to accommodate dual southbound left turn lanes on Lyons Road at Artist Place.
- b. County, at its sole cost and through its consultants, shall start design and permit

Lyons Road school traffic signal improvements at Artist Place upon execution of this Agreement and PBCSD certification of the plans to complete school construction and operation.

- c. County, at its sole cost and through its contractors, shall construct the Lyons Road School Traffic Signal Improvements and all related pavement markings, and attempt to make them fully operational no later than 45 days prior to School opening.
- d. County, at its sole cost and through its consultants, shall remove or cause to be removed the AT&T cell tower located on the south side of 47th Place South just east of Lyons Road (“Cell Tower”) by not later than January 31, 2023 so that School Board can construct the roadway improvements set forth in 2.d., above. County acknowledges that the Cell Tower removal is a prerequisite to School Board constructing the roadway improvements set forth in 2.d., above.
- e. County will own and maintain Lyons Road School Roadway Improvements and Lyons Road School Traffic Signal Improvements and 47<sup>th</sup> Place South School Roadway Improvements upon their construction completions and acceptances.
- f. County, at its sole cost and through its consultants, shall design, permit and construct a traffic signal at the intersection of Lyons Road and 47th Place South if the County determines that a traffic signal is warranted.
- g. At such time when County designs, permits and constructs, at its sole cost and through its consultants, future roadway widening of 47<sup>th</sup> Place South, County shall coordinate with the School Board’s Chief Operating Officer or designee, and shall preserve the eastbound right turn lane and school driveway connections on 47<sup>th</sup> Place South, in substantial conformance to the schematic layout shown in Exhibit “E” attached hereto and made a part hereof. To the extent that County believes that material changes to the eastbound right turn lane and school driveway connections set forth in Exhibit “E” are necessary, County shall coordinate such changes with the School Board’s Chief Operating Officer or designee. .
- h. County will record a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

4. Venue. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy shall preclude any other further exercise thereof.
5. Notice. Any notice, request, instruction, demand, consent or other communication required or permitted to be given under this Agreement shall be in writing (including facsimile or electronically) and shall be delivered, as elected by the Party, by means of courier or messenger service, by facsimile or e-mail (followed by mailing of hard copy by U.S. mail) or by certified mail, postage prepaid and certified return receipt requested to the following addresses or such other addresses as the Parties may provide each other in writing:

AS TO COUNTY

Morton L. Rose, P.E., Director, Roadway Production Division  
Palm Beach County Engineering and Public Works Department  
2300 North Jog Road  
West Palm Beach, FL 33411  
Phone: 561-684-4150

Yelizaveta B. Herman, Esq.  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

AS TO SCHOOL BOARD

Joseph M. Sanches  
Chief of Operating Officer  
3300 Forest Hill Boulevard, B 302  
Palm Springs, FL 33406  
Phone: 561- 357-7573  
Fax: 561- 357-7569

with a copy to:

General Counsel, School Board of Palm Beach County  
3300 Forest Hill Boulevard, C-331  
Palm Springs, FL 33406



If either Party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other Party within thirty (30) days of the change.

6. Liability. Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the other Party's negligence in connection with this Agreement. The foregoing indemnification shall not constitute waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28 Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other Party's negligent, willful or intentional acts or omissions.
7. Insurance. Both School Board and County acknowledge to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Florida State Legislature. In the event that either the School Board or the County maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under §768.28 Florida Statutes, that Party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage, or such amount which is equal to the per occurrence waiver as amended by the Florida State Legislature. Both School Board and County agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the School Board and the County shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the School Board and the County agree to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve either School Board or County of its liability and obligations under this Agreement.
8. Legal Fees. The Parties shall bear their own costs or expenses, including attorney's fees, associated with the enforcement of the terms and conditions of this Agreement

9. Amendments. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner as was this Agreement.
10. Preparation. Preparation of this Agreement was a joint effort of the Parties and should not be construed more severely against one Party than the other.
11. Non-Discrimination. The Parties agree to comply with the County's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The County will ensure that all contracts let for the projects pursuant to the terms of this Agreement will contain similar non-discrimination and equal opportunity clauses.
12. Severability. In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect.
13. Entire Understanding. This Agreement represents the entire understanding of the Parties and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement.
14. Inspector General. The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421- 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of School Board, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm

Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County with regard to this Agreement. The County employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the COUNTY understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

15. Public Records. Each Party shall maintain its own public records related to this Agreement in accordance pursuant to Chapter 119, Florida Statutes. Each Party shall promptly notify the other Party of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
16. Waiver. Waiver may only be effectuated through written notice and shall not be deemed a continuing waiver unless specifically so stated. Any waiver by any Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or other matter. The failure of any Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
17. Legal Compliance. Parties shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this Agreement. Parties further

agree to the inclusion of this provision in all subcontracts issued as a result of this Agreement.

18. Waiver of Jury Trial. The Parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have, separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.
19. Convicted Vendor List. As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, County shall have its contractor certify that their affiliates, suppliers and sub-consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.
20. Survivability. The obligations, rights, and remedies of the Parties hereunder, which by their nature are intended to survive the termination of this Agreement shall survive such termination and inure to the benefit of the Parties.
21. Contractual Relationship. The Parties are and shall be, in the performance of all work, services and activities under this Agreement independent contractors and not employees, agents or servants of the other Party. All County employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to County's sole direction, supervision, and control. All School Board employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to School Board's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The Parties do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.



22. Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23. Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or School Board. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

24. Effective Date. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

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

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: Frank A. Barbieri, Jr., Esq.  
Frank A. Barbieri, Jr., Esq. Chair

By: \_\_\_\_\_ Mayor

ATTEST:

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: Michael J. Burke  
Michael J. Burke  
Superintendent

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Blair Lewis  
SCHOOL BOARD Attorney

By: Yelizaveta B. Herman  
Yelizaveta B. Herman, Asst. County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Morton Rose  
Morton Rose, P.E. Director  
Roadway Production Div.



Return to:

**EXHIBIT "A"**

This instrument prepared by:  
Blair LittleJohn, Esq.  
3318 Forest Hill Blvd.  
West Palm Beach, FL 33406

A Portion of PCNs: 00-42-43-27-05-028-0550, 0570  
Not to be recorded without Board of County Commissioners' Acceptance Date

**RIGHT OF WAY DEED**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between **School Board of Palm Beach County, Florida**, a corporate body politic of the State of Florida, with its principal office at 3318 Forest Hill Blvd., West Palm Beach, Florida 33406, hereinafter referred to as Grantor, and **Palm Beach County**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, hereinafter referred to as Grantee.

**WITNESSETH:**

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, subject to and in accordance with the purposes hereinafter set forth, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Real Property")

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

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances with every privilege, right, title, interest, estate, reversion, remainder and easement thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple.

This deed is exempt from documentary stamp taxes pursuant to Rule 12B-4.014(10), Florida Administrative Code.

IN WITNESS WHEREOF, Grantor has caused this Right of Way Deed to be duly executed effective on the date indicated above.

SCHOOL BOARD SEAL

ATTEST:

\_\_\_\_\_  
Michael J. Burke, Superintendent

Approved For Legal Form And Sufficiency

\_\_\_\_\_  
Blair LittleJohn, School District Attorney

GRANTOR:

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Frank A. Barbieri, Jr., Esq., Chairman

STATE OF FLORIDA       )  
                                      )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Frank A. Barbieri, Jr., Esq. and Michael J. Burke, Chairman and Superintendent, respectively, of the School Board of Palm Beach County, Florida, who are personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print  
My Commission Expires: \_\_\_\_\_



EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 20595, PAGE 1484, LYING AND BEING IN TRACTS 56 AND 57, BLOCK 28, OF THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, LYING IN SECTION 30 AND SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF SOUTH LINE OF SAID TRACT 56 WITH THE EAST RIGHT OF WAY LINE OF LYONS ROAD PER OFFICIAL RECORDS BOOK 4549, PAGE 1311, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N 00°58'02" W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 660.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 56; THENCE N 89°01'58" E ALONG SAID NORTH LINE, A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH A LINE BEING 60.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF LYONS ROAD; THENCE S 00°58'02" E ALONG SAID PARALLEL LINE, A DISTANCE OF 1,285.02 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-14 CANAL PER CHANCERY CASE TO THE LAKE WORTH DRAINAGE DISTRICT PER OFFICIAL RECORDS BOOK 6495, PAGE 761, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S 89°01'58" W ALONG SAID NORTH LINE, A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF LYONS ROAD; THENCE N 00°58'02" W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 625.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 77,101 SQUARE FEET OR 1.77 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

LEGEND

CL = CENTERLINE  
FKA = FORMERLY KNOWN AS  
FND. = FOUND  
LWDD = LAKE WORTH DRAINAGE DISTRICT  
O.R.B. = OFFICIAL RECORDS BOOK  
PI = POINT OF INTERSECTION  
P.O.B. = POINT OF BEGINNING  
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED, FLORIDA EAST ZONE, REFERENCE A BEARING OF NORTH 01°02'59" WEST ALONG THE CENTERLINE OF CONSTRUCTION BETWEEN STATIONS 339+30.286 AND 364+59.97.
2. ALL DISTANCES AS SHOWN HEREON ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.0000215. THE GROUND DISTANCE MULTIPLIED BY THE SCALE FACTOR EQUALS THE GRID DISTANCE.
4. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR. THE RIGHT-OF-WAY INFORMATION PROVIDED BY PALM BEACH COUNTY ON AUGUST 23 2009, AND UPDATED ON MAY 19, 2017, HAS BEEN REVIEWED BY THIS OFFICE AND INCORPORATED HEREIN. THIS OFFICE HAS FOUND NO GAPS, GORES, OVERLAPS, OR MISSING SEGMENTS IN THE RIGHT-OF-WAY CORRIDOR PROVIDED WITH THE EXCEPTION OF THE RIGHT-OF-WAY OVERLAP AND HIATUS AT THE TROPICAL COUNTRY ESTATES, UNRECORDED PLAT ON ASSESSOR'S MAP #79 AREA. THE OVERLAP AND HIATUS ARE SHOWN ON THE SKETCH. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.
5. THIS PARCEL LIES IN SECTIONS 30 AND 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST.
6. THE CENTERLINE OF CONSTRUCTION AS SHOWN HEREON WAS TAKEN FROM THE HSQ GROUP, INC. PLANS FOR LYONS ROAD (LANTANA ROAD TO LAKE WORTH ROAD), REFERENCE PROJECT NO. 2010504BA, DATED 1/06/14.
7. THE STATION AND OFFSET LABELS AS SHOWN HEREON ARE PER THE BASELINE OF SURVEY OF LYONS 2 AND LYONS 3, UNLESS OTHERWISE NOTED .

THIS INSTRUMENT WAS PREPARED BY ERNESTO J. GARCIA, P.L.S., IN THE OFFICE OF BETSY LINDSAY INC., SURVEYING & MAPPING, 7997 S.W. JACK JAMES DRIVE, STUART FLORIDA, 34997.

Ernesto Jose Garcia


Digitally signed by Ernesto Jose Garcia  
DN: cn=Ernesto Jose Garcia, o=Betsy Lindsay,  
inc., ou, email=egarcia@betsylindsay.com, c=US  
Date: 2019.09.19 16:07:47 -04'00'

DATE

ERNESTO J. GARCIA, P.L.S.  
FLORIDA CERTIFICATE NO. 3878

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED.

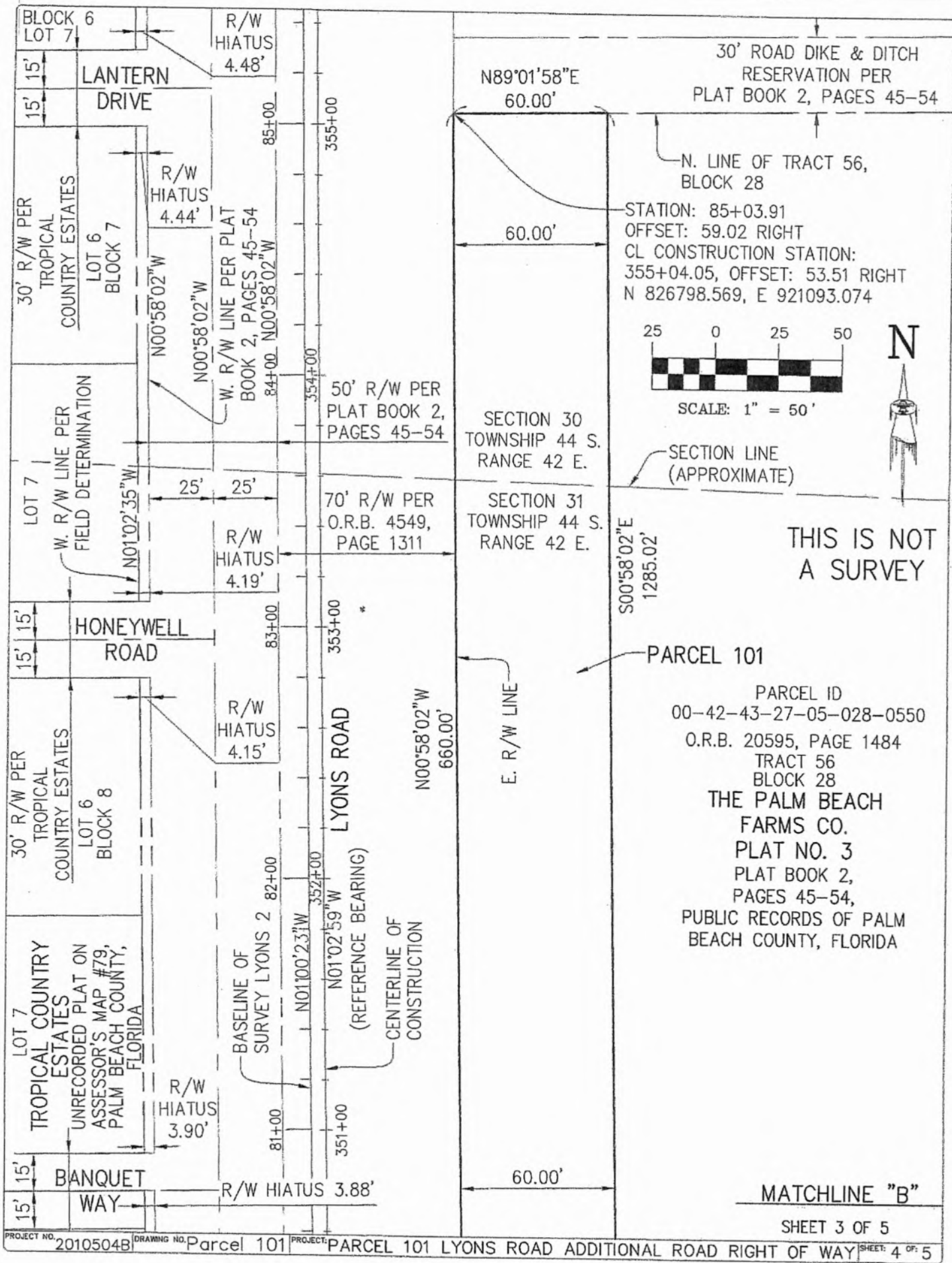
PROJECT: LYONS ROAD (LYONS RD. FROM LWDD CANAL 14 NORTH TO CYPRESS SPRINGS RD.) PALM BEACH COUNTY PROJECT NUMBER 2010504B.

PROJECT NO. 2010504B	SHEET: OF: 1 5	PROJECT: PARCEL 101 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY DESIGN FILE NAME Parcel 101 Lyons Rd.	DRAWING NO. Parcel 101	DATE DRAWN: 07/12/18 CHECKED: D.J.W. APPROVED: D.J.W. SCALE: NO SCALE FIELD BOOK NO.	NO. 1 2 3 4 REVISION PER P.B.C. COMMENTS PER P.B.C. COMMENTS PER P.B.C. COMMENTS PER P.B.C. COMMENTS BY D.B. D.B. D.B. D.B. DATE 11/19/18 12/05/18 06/28/19 09/19/19	 <b>BETSY LINDSAY, INC.</b> SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933 FAX LICENSED BUSINESS NO. 6852
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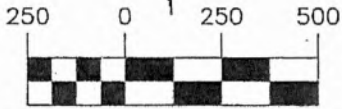






PROJECT NO. 20105048 DRAWING NO. Parcel 101 PROJECT: PARCEL 101 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY SHEET: 4 OF 5

N



SCALE: 1" = 500'

TROPICAL  
COUNTRY  
ESTATES  
UNRECORDED PLAT  
ON ASSESSOR'S MAP  
#79, PALM BEACH  
COUNTY, FLORIDA

ANDALUCIA PUD  
PLAT 2  
PLAT BOOK 123,  
PAGES 96-100,  
PUBLIC RECORDS  
OF PALM BEACH  
COUNTY, FLORIDA

TRACT 56  
PARCEL  
101

BLOCK 28  
THE PALM  
BEACH FARMS  
CO. PLAT NO. 3  
PLAT BOOK 2,  
PAGES 45-54,  
PUBLIC RECORDS OF  
PALM BEACH  
COUNTY, FLORIDA

TRACT 57

P.O.B. PARCEL 101  
STATION: 78+43.91  
OFFSET: 58.57 RIGHT  
CL CONSTRUCTION STATION:  
348+44.05, OFFSET: 52.56 RIGHT  
N 826138.663, E 921104.215

BLOCK 34

N01°28'29"W  
4848.76'

LWDD L-14

BLOCK 33  
THE PALM  
BEACH FARMS  
CO. PLAT NO. 3  
PLAT BOOK 2,  
PAGES 45-54,  
PUBLIC RECORDS OF  
PALM BEACH  
COUNTY, FLORIDA

S 1/4 CORNER OF  
SECTION 31,  
TOWNSHIP 44 S.,  
RANGE 42 E.  
N 821369.231  
E 918529.478  
CERTIFIED CORNER  
RECORD NO. 53367  
PALM BEACH COUNTY POSITION

S88°21'03"E  
2700.59'

LANTANA ROAD

SE CORNER OF SECTION 31,  
TOWNSHIP 44 S., RANGE 42 E.  
N 821291.509, E 921229.007  
CERTIFIED CORNER RECORD NO. 53368  
PALM BEACH COUNTY POSITION

THIS IS NOT  
A SURVEY

PROJECT NO. 20105048 DRAWING NO. Parcel 101 PROJECT: PARCEL 101 LYONS ROAD ADDITIONAL ROAD RIGHT OF WAY SHEET: 5 OF: 5



Return to:

**EXHIBIT "B"**

This instrument prepared by:  
Blair Littlejohn, Esq.  
3318 Forest Hill Blvd.  
West Palm Beach, FL 33406

A Portion of PCNs: 00-42-43-27-05-028-0550, 0541

Not to be recorded without Board of County Commissioners' Acceptance Date

**RIGHT OF WAY DEED**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between **School Board of Palm Beach County, Florida**, a corporate body politic of the State of Florida, with its principal office at 3318 Forest Hill Blvd., West Palm Beach, Florida 33406, hereinafter referred to as Grantor, and **Palm Beach County**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, hereinafter referred to as Grantee.

**WITNESSETH:**

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, subject to and in accordance with the purposes hereinafter set forth, the following described land, situate, lying and being in Palm Beach County, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Real Property")

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

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances with every privilege, right, title, interest, estate, reversion, remainder and easement thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple.

This deed is exempt from documentary stamp taxes pursuant to Rule 12B-4.014(10), Florida Administrative Code.

IN WITNESS WHEREOF, Grantor has caused this Right of Way Deed to be duly executed effective on the date indicated above.

SCHOOL BOARD SEAL

ATTEST:

\_\_\_\_\_  
Michael J. Burke, Superintendent

Approved For Legal Form And Sufficiency

\_\_\_\_\_  
Blair LittleJohn, School District Attorney

GRANTOR:

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Frank A. Barbieri, Jr., Esq., Chairman

STATE OF FLORIDA        )  
                                      )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Frank A. Barbieri, Jr., Esq. and Michael J. Burke, Chairman and Superintendent, respectively, of the School Board of Palm Beach County, Florida, who are personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print  
My Commission Expires: \_\_\_\_\_

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

David A Bower  
Digitally signed  
by David A Bower  
Date: 2022.07.12  
15:10:13 -04'00'



DAVID A. BOWER  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. LS 5888

DESCRIPTION:

A variable width strip of land being a portion of the West half of Tract 54, Tract 55 and Tract 56, all being of Block 28, Palm Beach Farms CO. Plat NO. 3, according to the plat thereof as recorded in Plat Book 2, Page 45 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

BEGINNING at the Northwest corner of Tract "RW-3", ANDALUCIA PUD PLAT 1, according to the plat thereof as recorded in Plat Book 122, Page 193 of the Public Records of Palm Beach County, Florida;

thence South 00°56'49" East, along the West line of said Tract "RW-3" (as a basis of bearings), a distance of 25.00 feet to a point being on a line lying 25.00 feet South of and parallel with (as measured at right angles) the North line of said West half of Tract 54, Tract 55 and Tract 56;

thence South 89°03'11" West, along said parallel line, a distance of 1151.17 feet;

thence South 44°03'11" West, a distance of 14.14 feet to a point being on a line lying 35.00 feet South of and parallel with the North line of said West half of Tract 54, Tract 55 and Tract 56;

thence South 89°03'11" West, along said parallel line, a distance of 358.34 to a point being on a line lying 130.00 East of and parallel with the West line of said Tract 56;

DESCRIPTION CONTINUED ON SHEET 2

Dennis J. Leavy & Associates, Inc. Land Surveyors * Mappers 460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 Phone: 561 753-0650 Email: survey@djlasurevey.net	SKETCH & DESCRIPTION FOR: THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA		
	DRAWN: MT	SCALE: N/A	DATE: 07/11/22
	CHK: DB	JOB# 19-043-007SD	SHEET: 1 OF 7

DESCRIPTION:

DESCRIPTION CONTINUED FROM SHEET 1

thence North 00°56'49" West, along said parallel line, a distance of 35.00 feet to the North line of said West half of Tract 54, Tract 55 and Tract 56;

thence North 89°03'11" East, along the North line of said West half of Tract 54, Tract 55 and Tract 56, a distance of 1519.51 feet to the POINT OF BEGINNING;

Said lands situate, lying and being in Section 29 and 30, Township 44 South, Range 42 East, Palm Beach County, Florida.

Containing 41621 square feet, more or less.

TITLE SEARCH DATA:

All of those certain survey related items (Schedule B – Section II, Items 4, 6, 7 and 8), mentioned in the American Land Title Association Commitment For Title Insurance Issued By Chicago Title Insurance Company, Issuing Agent: Southeast Guaranty & Title, Inc., File No.: 202104004, Effective Date: June 16, 2022 at 8:00 AM., have been should hereon graphically or in note form:

- ITEM 4. Rights in Reservations in favor of Lake Worth Drainage District recorded in Official Record Book 1994, Page 1573 (Affects the subject property, graphically unplottable).
- ITEM 6. Reservation held by Everglades Drainage District now known as South Florida Water Management by Deed recorded in Deed Book 773, Pages 249 (Affects the subject property, graphically unplottable).
- ITEM 7. Rights of Way in favor of Lake Worth Drainage District recorded in Deed Book 777, Page 475 (Affects the subject property, graphically unplottable).
- ITEM 8. Dedications, reservations, easements and road rights of way contained on the Plat of PALM BEACH FARMS CO. PLAT NO. 3, as recorded in Plat Book 2, Page(s) 45, as modified by Termination Agreements recorded in Official Record. Book 20294, Page 771 and Official Record Book 20294, Page 778 (Affects the subject property, as shown hereon).

NOTE: All recording references contained herein are in the Public Records of Palm Beach County, Florida.

Dennis J. Leavy & Associates, Inc. Land Surveyors * Mappers 460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 Phone: 561 753-0650 Email: survey@djl survey.net	SKETCH & DESCRIPTION FOR: THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA		
	DRAWN: MT	SCALE: N/A	DATE: 07/11/22
	CHK: DB	JOB# 19-043-007SD	SHEET: 2 OF 7

SURVEYOR'S NOTES:

- 1. Bearings depicted hereon are based upon the West line of Tract "RW-3", ANDALUCIA PUD PLAT 1, according to the plat thereof as recorded in Plat book 122, Page 193 of the Public Records of Palm Beach County, Florida. Said line having a grid bearing of South 00°56'49" East.
- 2. The undersigned makes no representations or guarantees as to the information reflected hereon pertaining to easements, rights of way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.
- 3. The licensed business number for Dennis J. Leavy & Associates Inc. is LB #6599, the certifying surveyors license number is LS #5888.
- 4. THIS IS NOT A SURVEY.

COORDINATE TRANSLATION DATA:

- COORDINATES SHOWN ARE GRID
- DATUM = NAD 83 1990 ADJUSTMENT
- ZONE = FLORIDA EAST
- LINEAR UNIT = US SURVEY FEET
- COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
- ALL DISTANCES ARE GROUND (UNLESS OTHERWISE NOTED)
- SCALE FACTOR: 1.000022328
- GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

S 00°56'49" E (GRID)

S 00°00'29" E (P2)

=

00°56'20"

BEARING ROTATION

CLOCKWISE

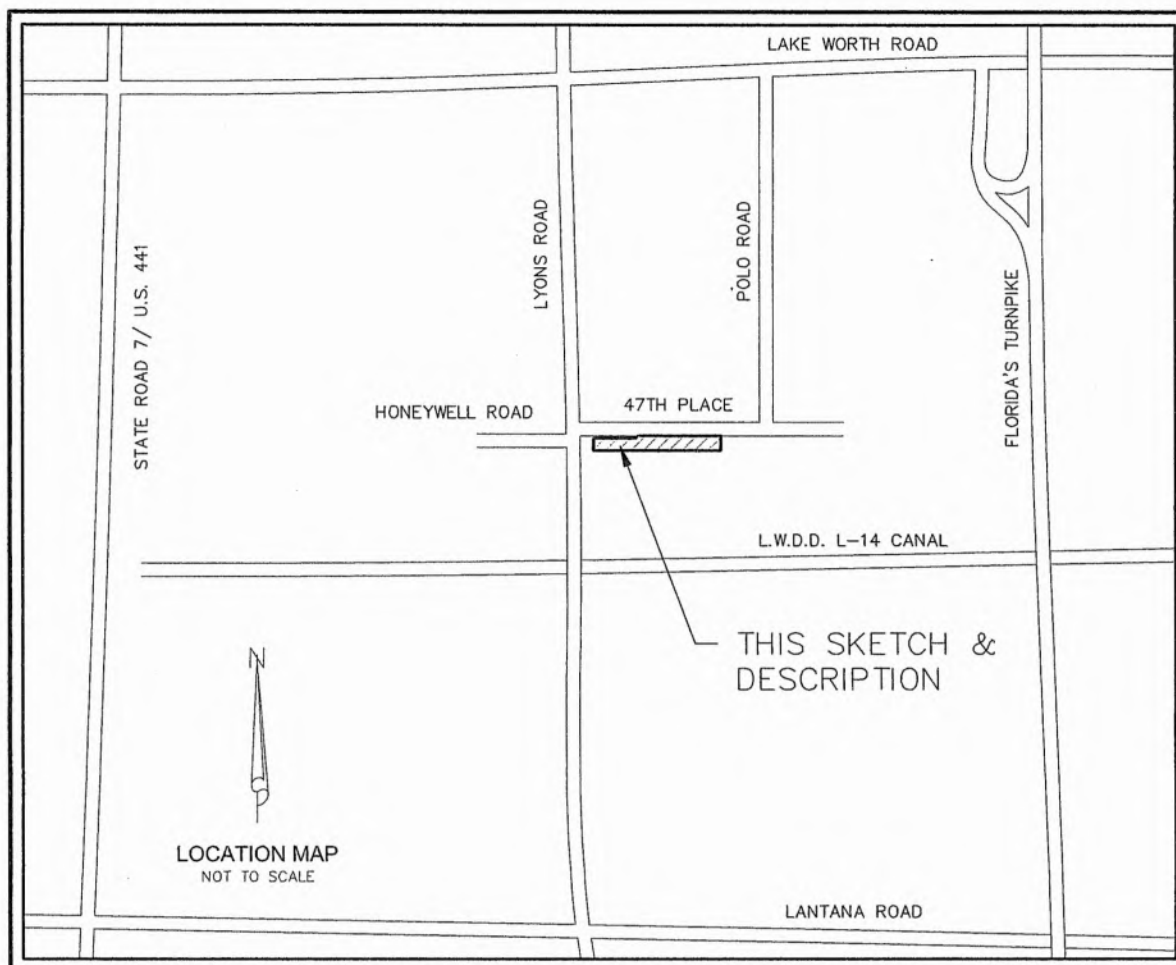
(GRID TO PLAT)

EAST LINE OF THIS SKETCH AND DESCRIPTION

NOTE: BEARINGS DEPICTED HEREON ARE GRID, RELATIVE TO THE PLAT OF ANDALUCIA PUD PLAT 1, AS RECORDED IN PLAT BOOK 122, PAGE 193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Dennis J. Leavy & Associates, Inc. Land Surveyors * Mappers 460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 Phone: 561 753-0650 Email: survey@djlasurvey.net	SKETCH & DESCRIPTION FOR: THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA		
	DRAWN: MT	SCALE: N/A	DATE: 07/11/22
	CHK: DB	JOB# 19-043-007SD	SHEET: 3 OF 7





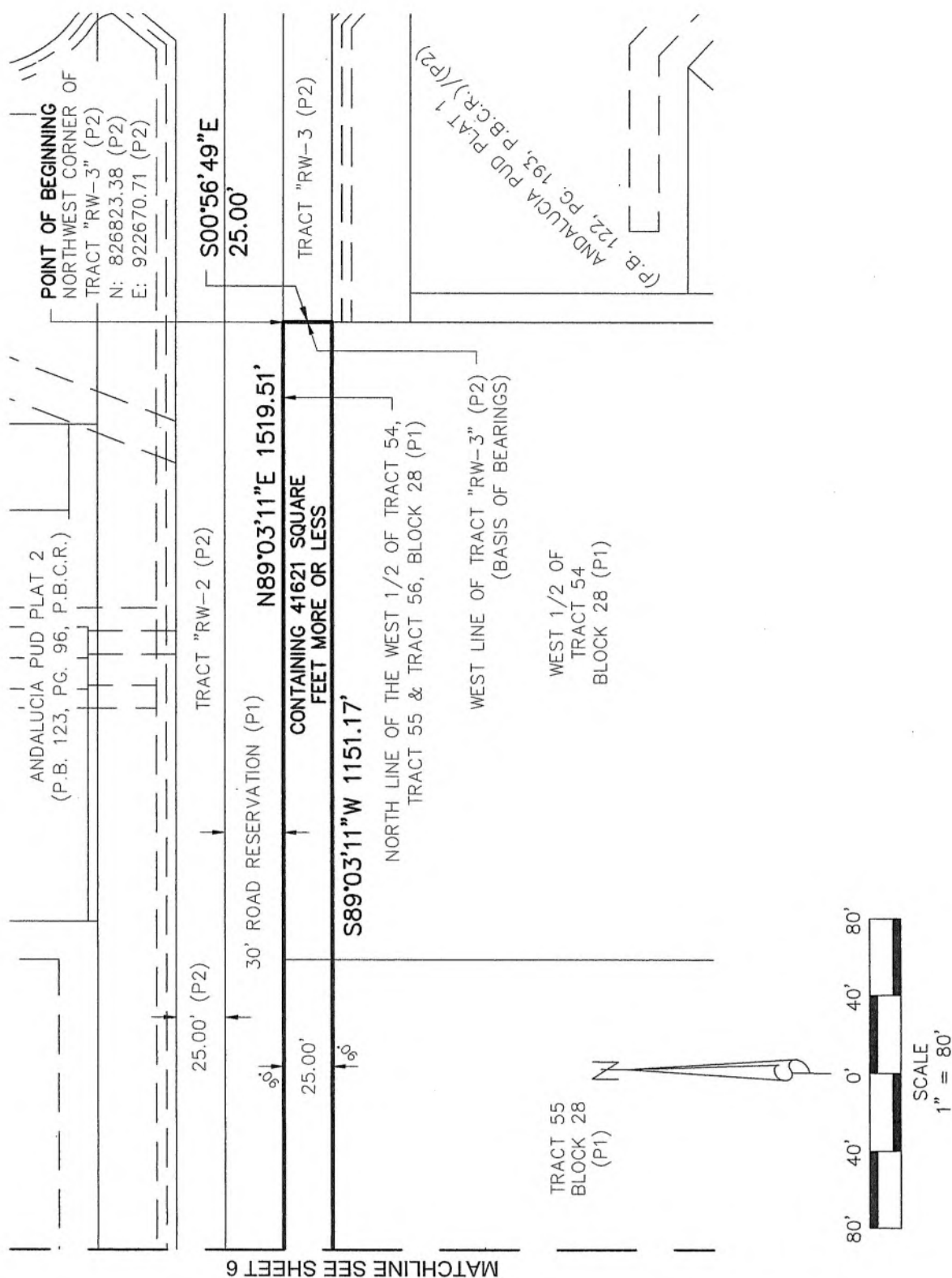
## LEGEND:

(P1)	Palm Beach Farms CO. Plat NO. 3 (P.B. 2, PG. 45, P.B.C.R.)
(P2)	ANDALUCIA PUD PLAT 1 (P.B. 122, PG. 193, P.B.C.R.)
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE

Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers  
460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Email: [survey@djl survey.net](mailto:survey@djl survey.net)

### SKETCH & DESCRIPTION FOR: THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

DRAWN: MT	SCALE: N/A	DATE: 07/11/22
CHK: DB	JOB# 19-043-007SD	SHEET: 4 OF 7



Dennis J. Leavy & Associates, Inc.

Land Surveyors \* Mappers

460 Business Park Way \* Suite B

Royal Palm Beach, Florida 33411

Phone: 561 753-0650 Email: [survey@djl survey.net](mailto:survey@djl survey.net)

SKETCH & DESCRIPTION  
FOR: THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

DRAWN: MT

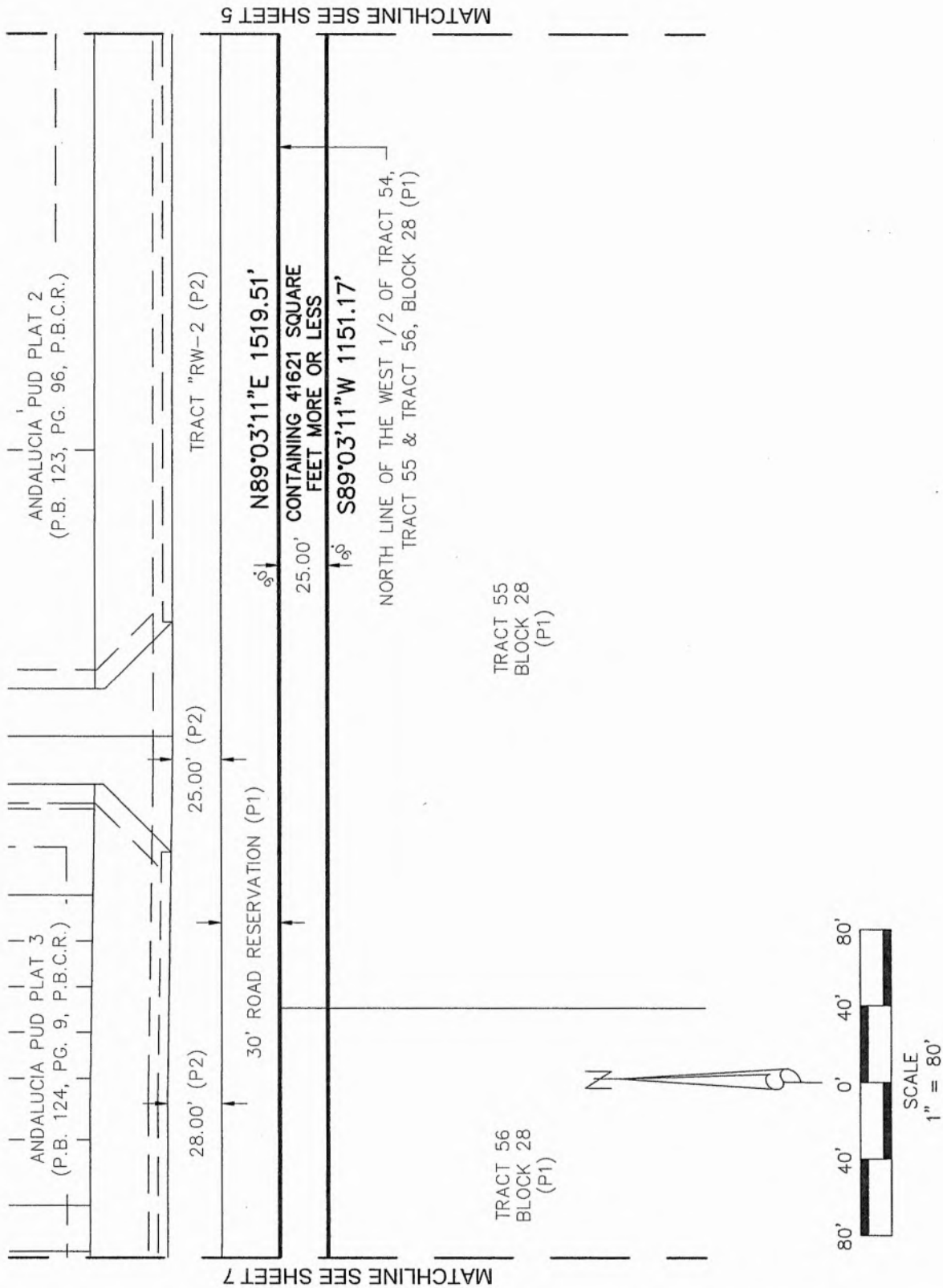
SCALE: 1"=80'

DATE: 07/11/22

CHK:

JOB# 19-043-007SD

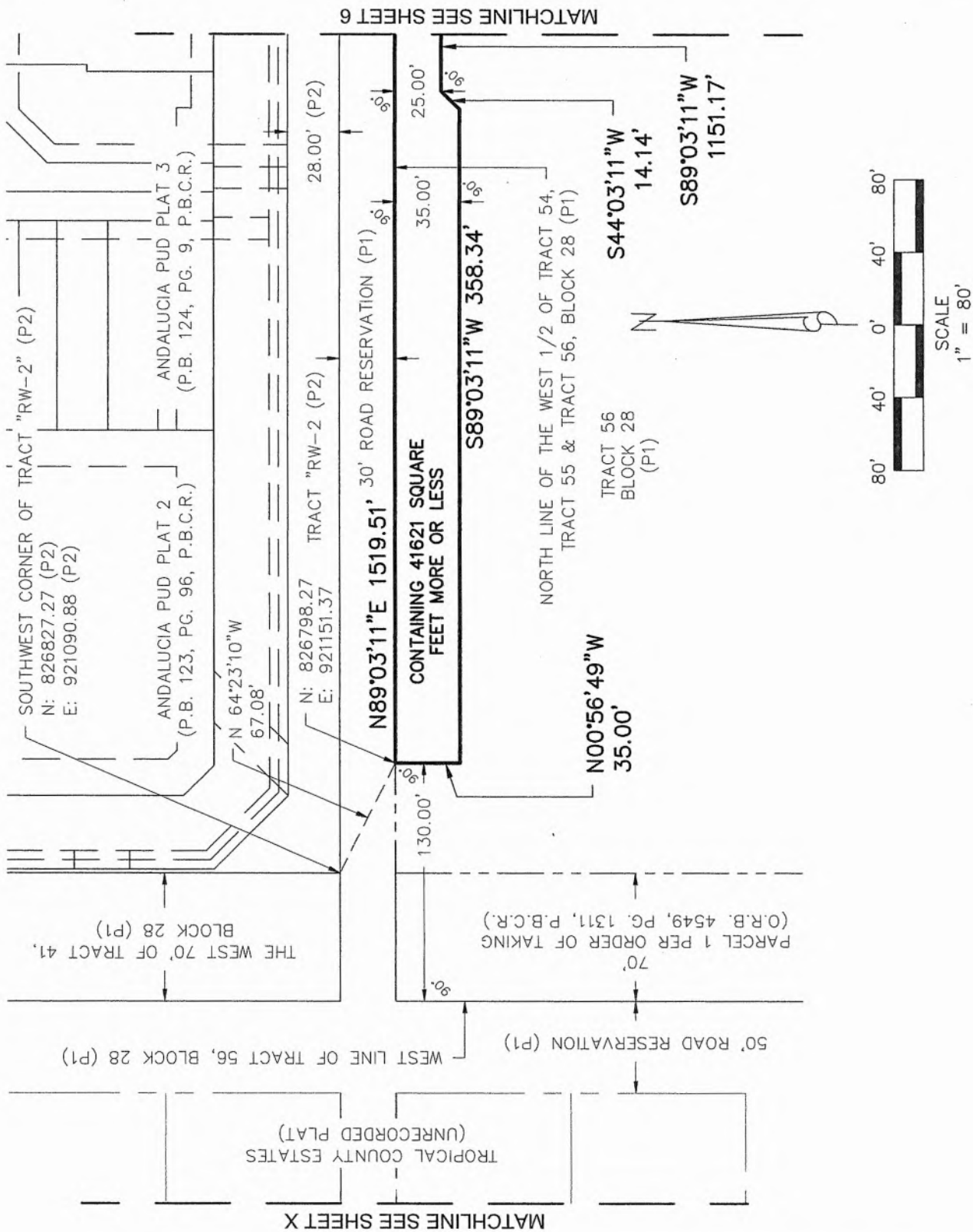
**SHEET:** 5 OF 7



Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers  
460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Email: survey@djasurvey.net

SKETCH & DESCRIPTION  
FOR: THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

DRAWN: MT	SCALE: 1"=80'	DATE: 07/11/22
CHK: DB	JOB# 19-043-007SD	SHEET: 6 OF 7



Dennis J. Leavy & Associates, Inc.  
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DRAWN: MT	SCALE: 1"=80'	DATE: 07/11/22
CHK: DB	JOB# 19-043-007SD	SHEET: 7 OF 7







## EXHIBIT "D"

### RIGHT OF ENTRY

The School Board of Palm Beach County, Florida, hereinafter called the "Board," hereby grants to Palm Beach County, together with its contractors, hereinafter called the "Permittee," a right-of-entry upon the following terms and conditions:

1. Grant of Entry. The Board hereby grants to the Permittee the right to enter upon the lands hereinafter described (hereinafter "Board's Land") at any time within a period of one year from the date of this instrument, in order for Permittee to slope and grade the bus loop and parking lot driveways to harmonize them with the 47<sup>th</sup> Place South improvement Project No. \_\_\_\_\_ (the "Project").

2. License to Use. Notwithstanding any provision of this Permit to the contrary, the use of the Board's Land by the Permittee shall only amount to a license to use the Board's Land on a non-exclusive basis. The parties agree that nothing in this Permit shall be construed as granting the Permittee any title, interest or estate in the Board's Land.

3. Ownership of Property. All tools, equipment, and other property taken upon or placed upon the Board's Land by the Permittee shall remain the property of the Permittee and shall be removed by the Permittee on or before the expiration of this right of entry. If the Permittee's tools, equipment and other property is not removed in this timeframe, the Board, at its sole option may remove the Permittee's tools, equipment and other property and the Permittee shall reimburse Board for the expense of removing said tools, equipment and other property. Notwithstanding the foregoing, the Permittee, at its sole cost and expense, shall restore the Board's Land to its previous condition, using materials of like kind and quality.

4. Notification and Coordination of Entry. All Permittee employees, contractors and others who enter Board's Land pursuant to this right of entry (hereinafter "Users") shall notify the school administration by reporting to the school office prior to any Users entering the Board's Lands. The Permittee shall coordinate with the school administrator when the Permittee will enter the property to avoid the disruption of school activities, operations, or testing.

5. Requirements for Safety. The Permittee shall separate students and staff from construction on Board's Land at an occupied Board site by secure barriers. Prior to issuance of the notice to proceed, a safety plan shall be provided by the Permittee which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project and when conditions change. Where heavy machinery, as is used for drilling, earth moving or scraping, it is required to work on Board's Land, the Permittee shall separate work from occupants by secure double barriers with a distance of 10 feet (3048 mm) in between. When hazardous chemicals as defined by 29 CFR 1910.1200, OSHA Hazard Communication Standard are to be used on the Board's Land, the Permittee shall notify the Board's Chief of Facilities Management in writing at least ten working days before any hazardous chemical is proposed to be used and obtain the Board's Chief of Facilities Management written approval prior to using any such hazardous chemical. The notice shall indicate the name of each of the hazardous chemicals to be used, where and when they will be used, and a copy of a Material Safety Data Sheet (MSDS) for each hazardous chemical. The Permittee shall comply with the safety precautions and handling instructions set forth in the MSDS. Copies of hazardous waste manifests documenting disposal shall be provided to the Board's Chief of Facilities Management who will notify occupants of the anticipated presence of toxic substances during the maintenance, renovation, remodeling, or addition to an existing facility. The Permittee shall not introduce flammable or explosive substances or equipment during its project in a facility of normally low or ordinary hazard classification while the building is occupied. The construction of the Project by the Users shall be coordinated with the Board's Chief of Facilities Management providing a minimum of thirty (30)

days prior written notice. The Permittee shall ensure that the Board's Land that the Project will be constructed is safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the Board. The Permittee shall make its best efforts to schedule the construction of the Project during a time or times when school is out of session so as to avoid a disruption of activities at the school. To the extent that any work is undertaken while school is in session, the Permittee shall ensure that, during and as a result of construction of the Project, the Board's existing driveways, traffic stacking areas, bus loops and parking lots, shall remain open and passable at all times by the Board's pedestrians and vehicles, including school buses.

6. Alcohol and Tobacco Prohibited. The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on Board's Land is strictly prohibited and violation of this provision shall be cause for immediate termination of this right of entry.

7. Background Screening. The Permittee shall prohibit its employees and contractors from having contact with any students that may be present on the contiguous School Board-owned schools. In the event that the applicable Florida Statutes regarding background checks of non-instructional contractors are subsequently interpreted or amended to require background checks of the Permittee's employees and/or contractors, the Permittee warrants and represents that it will promptly and fully comply with such statutes, at its sole cost and expense. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any Permittee employee or contractor (or discontinuation of the Permittee employee's, or contractor's services) on the basis of these compliance obligations. This shall be deemed to be a continuing warranty and representation for the term of this Permit and failure of the Permittee to strictly comply shall be grounds for immediate termination of this Permit.

8. Requirement for Insurance.

The Permittee assumes all risks associated with the Permittee's personal property and fixtures located on the Board's Land. In the event of loss, damage or injury to the Permittee's personal property or fixtures, the Permittee shall look solely to any and all insurance in its favor without making any claim against the Board.

Without waiving the right to sovereign immunity, the Permittee acknowledges that it is self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event the Permittee maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the Permittee shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage and shall add the other party as an additional insured to the commercial general liability policy, but only with respect to negligence arising out of this Lease that is not a result of the Board's negligence. The additional insured endorsement for the Board shall read "The School Board of Palm Beach County, Florida, its Officers, Employees and Agents". The Permittee agrees additional insured endorsements shall provide coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this right of entry.

The Permittee agrees to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time and provide the School Board a Waiver of Subrogation Endorsement, WC 0003 13 or its equivalent.

The Permittee agrees to provide the School Board with an affidavit or certificate of

insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this right of entry.

The Permittee waives all rights against the Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any insurance maintained. The Permittee hereby waives any right of subrogation against the Board for loss, damage or injury within the scope of the Permittee's insurance, and on behalf of itself and its insurer, waives all such claims against the Board.

9. All of the Permittee's contractors and other non-governmental employees who enter Board's Land pursuant to this right of entry (hereinafter "Contractor") shall comply with the following insurance requirements. Each Contractor shall provide the Certificate(s) of Insurance for required coverage prior to entering Board's Land. In no event shall the limits of said insurance policies be considered as limiting the liability of Contractor under this Permit.

Workers' Compensation - insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes.

Employers' Liability – insurance coverage with limits as follows:

- a) \$ 500,000 Bodily Injury by Accident for each accident
- b) \$ 500,000 Bodily Injury by Disease, policy limit
- c) \$ 500,000 Bodily Injury by Disease, each employee

Contractor waives all rights against the Board and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation and Employers' Liability Insurance.

Business Automobile liability shall be required with limits of at least; One Million Dollars (\$1,000,000.00) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the School Board of Palm Beach County, Florida as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage. In the event the Contractor does not own any vehicles, the Board will accept hired and non-owned coverage in the amounts listed above. In addition, the Board will require an affidavit signed by the Contractor indicating the following:

Contractor does not own any vehicles. In the event, the Contractor acquires any vehicles through the term of this contract, Contractor agrees to purchase "Any Auto" coverage as of the date of acquisition.

Contractor waives all rights against Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto insurance maintained.

Commercial General Liability Insurance - The Contractor shall purchase and maintain commercial general liability (CGL) insurance including contractual liability and products and completed operations, bodily and personal injury, and property damages. The CGL shall be written on the most recent form of CG 00 01. The Board must be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance



programs afforded to or maintained by the Board utilizing ISO Form CG 20 01.

Coverage shall be for bodily and personal injury and property damages. Limits of liability shall be set at One Million Dollars (\$1,000,000.00) per occurrence. CGL insurance shall contain a general aggregate limit of Two Million Dollars (\$2,000,000.00).

Contractor waives all rights against Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL insurance maintained.

Indemnification by the Permittee. Permittee recognizes its liability for certain tortious acts of its agents, officers, and employees and agrees to be responsible for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, the Permittee being subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity. The parties acknowledge that the foregoing shall not constitute an agreement by Permittee to indemnify the Board; that this provision shall not be construed as a waiver of any right or defense that Permittee has under said statute, nor as consent to be sued by third parties. Permittee covenants to maintain sufficient professional, general liability and worker's compensation coverage, unless self-insured, regarding its liability, throughout the term of Permit. This provision will survive the termination of this right of entry.

10. Damage to Property. If any action of any User in the exercise of this right-of entry results in damage to the Board's Land and improvements thereon, the Permittee shall, at its option, either repair such damage or make an appropriate settlement with the Board.

11. Description of Use of Land. The land affected by this right-of-entry is located in the State of Florida, County of Palm Beach County, and is described as follows:

See Attached Exhibit A

12. Amendments of Permit. No modification, amendment, or alteration in the terms or conditions contained in this Permit shall be effective unless contained in a written document prepared with the same or similar formality as this Permit and executed on behalf of each party hereto.

13. Assignment of Permit. Neither this Permit nor any interest herein may be assigned, transferred or encumbered by either party without the prior written consent of the other party. There shall be no partial assignments of this Permit including, without limitation, the partial assignment of any right to receive payments.

14. Authority of Parties. Each person signing this Permit on behalf of either party individually warrants that he or she has full legal power to execute this Permit on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Permit.

15. Governing Law and Venue. This Permit shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this

Permit and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida or the Federal courts of the Southern District of Florida.

16. Equal Opportunity Provision. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this right of entry.

17. Default of Obligations. The parties agree that, in the event either party is in default of its obligations under this Permit, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this right of entry and seek damages, if any.

18. Termination of Permit. This Permit may be canceled with or without cause by any party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Permit. Termination of this Permit shall not affect any rights, obligations, and liabilities of the parties arising out of matters which occurred prior to termination.

19. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PERMIT.

20. Waiver of Provisions. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Permit and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Permit shall not be deemed a waiver of such provision or modification of this Permit. A waiver of any breach of a provision of this Permit shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Permit.

21. Survival of Provisions. Provisions contained in this right of entry that, by their sense and context, are intended to survive the expiration or termination of this right of entry, shall so survive.



WITNESSES MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FLORIDA

Approval Date: \_\_\_\_\_ BY \_\_\_\_\_  
\_\_\_\_\_, Superintendent

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

\_\_\_\_\_  
School Board Attorney

Date: \_\_\_\_\_

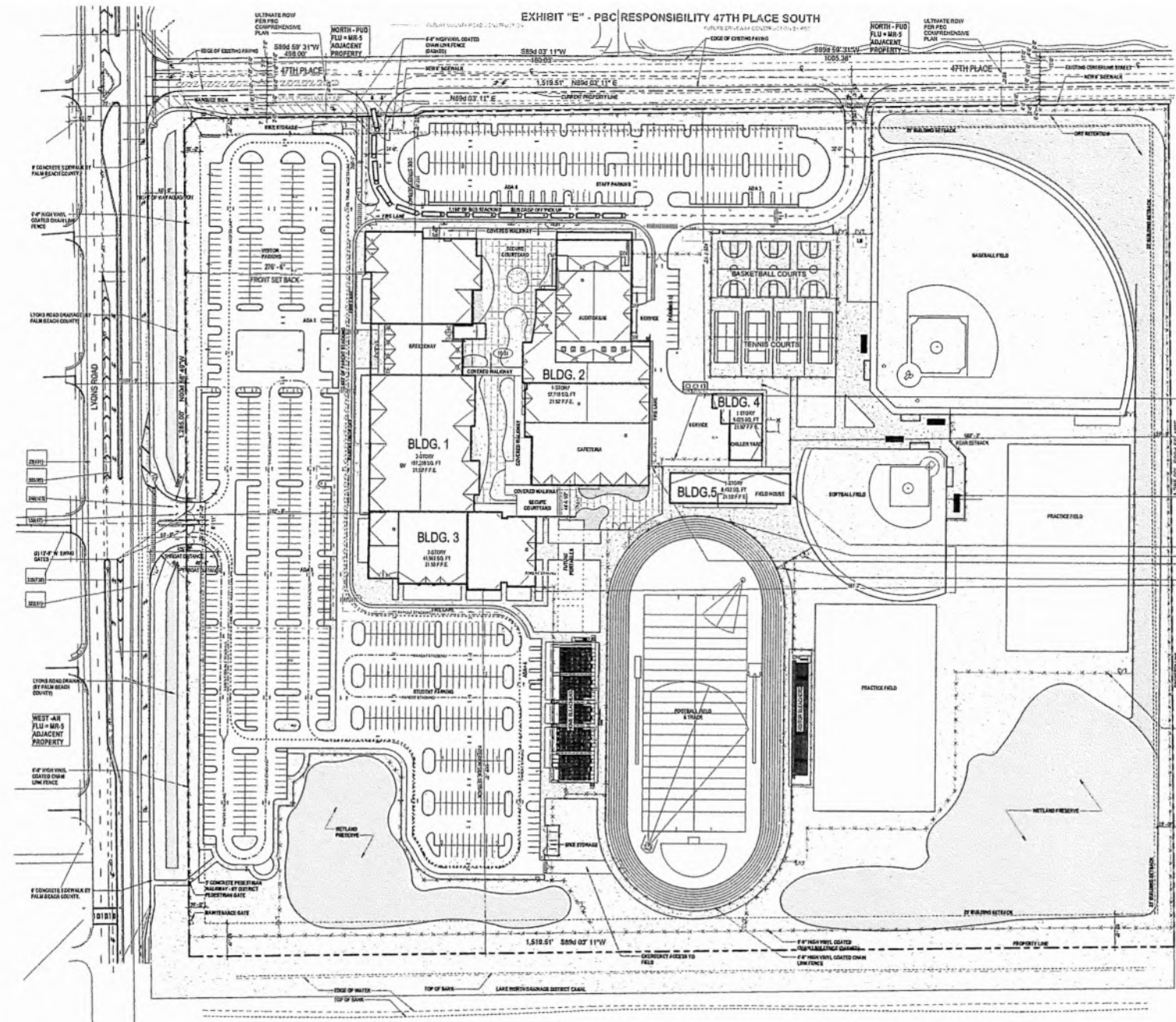
PERMITTEE

BY \_\_\_\_\_  
Sign

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





GENERAL SITE PLAN NOTES

1. TYPE OF 6" IF IN THESE PLANS REFERS TO CHL. ELEVATION 21.5' NAVD.
2. CONTRACTOR SHALL PROVIDE ALL NECESSARY CONCRETE FOR FOUNDATION WORK.
3. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCY, MISALIGNMENT, OR OMISSION.
4. DO NOT SCALE DIMENSIONS FROM DRAWINGS. ANY DIMENSIONS SHOWN SHALL BE SET BY THE FIELD.
5. REFER TO CHL. AND LANDSCAPE OWNER FOR ALL INFORMATION REGARDING SITE ELEVATIONS.
6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD OR RAILROAD.
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SITE GRAPHIC LEGEND

- PROPERTY LINE
- CENTRALINE STREET
- SEWER LINE
- EDGE OF PAVING
- PEDESTRIAN CROSSING
- FENCE LINE
- PARENT STAGING LINE
- POST-MOUNTED SITE LIGHTING, SEE ELECTRICAL SCHEDULE

TABULAR DATA

NAME OF PROJECT:	SDPBC LAKE WORTH AREA HIGH SCHOOL
PROPOSED USE:	1000+ STUDENTS
NUMBER OF STUDENTS:	1000+
MUNICIPAL FUTURE LAND USE:	EDUCATION
MUNICIPAL ZONING DESIGNATION:	EDUCATION
SECTION/COMPONENTS:	20,000+ SQUAR FEET EAST
PROPERTY ADDRESS, NUMBER:	4908 LYONS ROAD, SUITE 300, OLYMPIA, FL 33457
TOTAL SITE (ACRES):	10.00 (ACRES) (2.25 ACRES)
TOTAL GROSS FLOOR AREA:	550,000 SF
FLOOR AREA RATIO (FAR):	14.7%
BUILDING COVERAGE:	65.00% (2.25 ACRES)
LANDSCAPE/RECREATION:	20,000+ SQUAR FEET
BUILDING HEIGHT:	100' 0"
NUMBER OF STORIES/FLOORS:	3
PARKING & SERVICE:	REQUIRED: 100 SPACES
HANDICAP PARKING:	REQUIRED: 10 SPACES

SITE REQUIREMENTS	ALLOWED	PROPOSED	COMMENTS
LOT COVERAGE, MAXIMUM (% OF LOT AREA)	42.7%	65.00%	1.00 ACRES
PERMITTED BUILDING AREA (% OF LOT AREA)	27.3%	65.00%	1.00 ACRES
MINIMUM BUILDING AREA (% OF LOT AREA)	42.7%	65.00%	1.00 ACRES
FRONT YARD SETBACK, MIN. FT.	10'-0"	10'-0"	10'-0"
STREET SIDE YARD SETBACK, MIN. FT.	10'-0"	10'-0"	10'-0"
REAR YARD SETBACK, MIN. FT.	10'-0"	10'-0"	10'-0"
REAR YARD SETBACK, MIN. FT.	10'-0"	10'-0"	10'-0"

FLOODPLAIN STATEMENT

THE SITE IS LOCATED WITHIN A FLOOD HAZARD ZONE. ALL NEW BUILDINGS FINISHED FLOOR ELEVATIONS SHALL BE SET AT 21.5' NAVD. THE DEVELOPER SHALL CALCULATE AND PROVIDE THE HAZARD ZONE ELEVATIONS THAT THEY WILL BE IN DISCREPANCY WITH THE FLOODPLAIN.

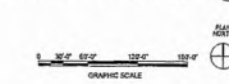
PROJECT SITE DATA

- ALL NEW BUILDINGS SHALL BE SET AT 21.5' NAVD. THE DEVELOPER SHALL CALCULATE AND PROVIDE THE HAZARD ZONE ELEVATIONS THAT THEY WILL BE IN DISCREPANCY WITH THE FLOODPLAIN.
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LOCATION MAP

OVERALL SITE PLAN, (county)



**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
3300 FOREST HILL BLVD., WEST PALM BEACH, FLORIDA

**ARCHITECT**  
**PGAL**  
781 Park of Commerce Blvd., Suite 400  
Booca Raton, FL 33487  
T 561 988-4022  
F 561 988-3022  
www.pgal.com  
LIC. NO. A4003337

**CONSULTANT**  
**SCHENKELSHULTZ**  
200 E. Robinson St.  
Suite 300  
Olympia, FL 33457  
T (407) 872-3322

**PROJECT NAME**  
SDPBC LAKE WORTH AREA  
"03-000" HIGH SCHOOL PROJ.  
#0251-8368

**PROJECT LOCATION**  
4908 LYONS RD.  
LAKE WORTH, FLORIDA

**PROJECT STATUS**  
5/17/2021

**PROJECT NUMBER**  
1004695

**SHEET TITLE**  
OVERALL SITE PLAN.

**SHEET NUMBER**  
A1.01.