

# **Item No. 2**

**CITY OF RIVIERA BEACH DISTRICT BOARD  
AGENDA ITEM SUMMARY**

MEETING DATE: SEPTEMBER 21, 2011

AGENDA ITEM SUMMARY NO. J11-092-2

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

**TITLE / SUBJECT: EXECUTE CITY DEED, TEMPORARY EASEMENT AND LICENSE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**RECOMMENDATION / MOTION: Motion to approve and execute a City Deed, Temporary Easement and License Agreement between the City of Riviera Beach Utility and the Florida Department of Transportation for parcels of land identified as Parcels 129, 711, and 907 (adjacent to Dr. Martin Luther King, Jr. Boulevard – State Road 710; and authoring a deposit of \$98,900 into Account Number 411-00-389901.**

**DEPARTMENTAL APPROVAL REVIEW & DATE**

♦City Manager <i>Paul C. Fenech</i>	Library
♦District Attorney <i>PHR 9/19/11</i>	Marina
♦District Clerk <i>[Signature]</i>	Police
Community Development	Public Works
♦Interim District Finance Director <i>WHA 9/19/11</i>	Purchasing
Fire	Recreation & Parks
Human Resources	♦Utility Special District <i>WHA</i>
Information Systems	Other

APPROVED BY EXECUTIVE DIRECTOR: *Paul C. Fenech*

*Paul C. Fenech*

DATE: SEP 19 2011

<b>Originator:</b> UTILITY SPECIAL DISTRICT <i>WHA</i>	<b>Costs:</b> <u>NONE</u>	<b>District Board Actions:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
<b>User:</b> UTILITY SPECIAL DISTRICT <i>WHA</i>	<b>Current FY:</b> 2010-2011	<b>Attachments:</b> 1. Resolution 2. Deed 3. Temporary Easement & License Agreement 4. Resolution No. 3-11UD (Approved)
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required	<b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input checked="" type="checkbox"/> Operating (Revenue) <input type="checkbox"/> Other	
<b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	<b>Budget Account Number:</b> 411-00-369901	

**BACKGROUND/SUMMARY:**

The Florida Department of Transportation (FDOT) is planning to widen State Road 710 (Dr. Martin Luther King, Jr. Boulevard), between Congress Avenue and Australian Avenue, to four (4) lanes in 2013. The CRB Utility Special District has property located along SR 710 (near raw water well # 801), east of the railroad crossing along the southern boundary of Dan Calloway Park.

**The FDOT is requesting Utility Special District convey Parcel 129, provide a temporary easement of Parcel 711 and a License Agreement for Parcel 907 in order to construct the roadway improvements. The Utility District Board previously approved the Purchase Agreements for Parcels 129 and 711 at the February 16, 2011 Utility District Meeting.**

**Staff recommends approval of the resolution.**

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	\$ <u>98,900.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	\$ <u>98,900.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

NO. ADDITIONAL FTE  
 POSITIONS (Cumulative) 0 \_\_\_\_\_

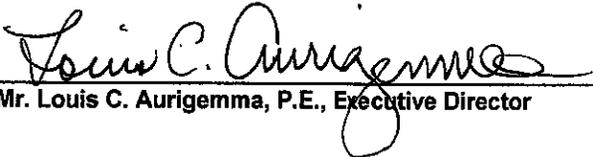
Is Item Included In Current  
 Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Dept/Division \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category:

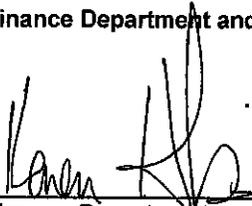
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Temporary Easement & License Agreement  
 Purchase/Deed Agreement

C. District Fiscal Review:   
 Mr. Louis C. Aurigemma, P.E., Executive Director

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grant Comments:

  
 Finance Department

\_\_\_\_\_  
 Purchasing and Grants

B. Other Department Review:

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A CITY DEED, TEMPORARY EASEMENT AND LICENSE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR PARCELS OF LAND IDENTIFIED AS PARCELS 129, 711 AND 907 (ADJACENT TO DR. MARTIN LUTHER KING, JR. BOULEVARD – STATE ROAD 710); AUTHORIZING A DEPOSIT OF \$98,900 INTO ACCOUNT 411-00-389901; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Utility Special District ("District") presently has certain lands that have been determined necessary for highway purposes (the widening of State Road No. 710 – Dr. Martin Luther King, Jr. Boulevard) by the Florida Department of Transportation (FDOT); and

**WHEREAS**, the District previously approved purchase agreements in Resolution 3-11UD dated February 16, 2011, and the FDOT has made application to the District to execute and deliver to the FDOT a City Deed, Temporary Easement and License Agreement for the same properties; and

**WHEREAS**, the FDOT will provide the Utility District a payment of \$79,000 for the Deed and \$19,900 for the Temporary Easement; and

**WHEREAS**, execution of said Deed, Temporary Easement and License Agreements are in the District's best interest.

**NOW, THEREFORE BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1:** That the Utility District Board hereby approves the fee simple conveyance of property known as Parcel number 129 located on Martin Luther King Blvd., in Riviera Beach, to the State of Florida Department of Transportation, and authorizes the Chairperson and District Clerk to execute the City Deed conveying the same for \$79,000.

RESOLUTION NO. \_\_\_\_\_

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**SECTION 2:** That the Utility District Board hereby approves the temporary easement of property known as Parcel number 711 in the amount of \$19,900, and authorizes the Chairperson and District Clerk to execute the Temporary Easement.

**SECTION 3:** That the Utility District Board hereby approves the License Agreement for property known as Parcel number 907 and authorizes the Chairperson and District Clerk to execute the License.

**SECTION 4:** That staff is authorized to execute all closing documents as necessary to facilitate the conveyances as contemplated.

**SECTION 5:** That the Interim Finance Director is authorized to deposit the funds in the amount of \$79,000 for Parcel number 129 and \$19,900 for Parcel number 711, for a total of \$98,900, into Account No. 411-00-389901, which may be transferred to the City of Riviera Beach at a later date.

**SECTION 6:** This Resolution shall take effect upon its passage and approval by the Utility District Board.

PASSED AND APPROVED on 21st day of September, 2011.

UTILITY SPECIAL DISTRICT

APPROVED:

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

\_\_\_\_\_  
BILLIE E. BROOKS  
VICE CHAIRPERSON

\_\_\_\_\_  
CEDRICK A. THOMAS  
BOARD MEMBER

\_\_\_\_\_  
DAWN S. PARDO  
BOARD MEMBER

\_\_\_\_\_  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

J. DAVIS \_\_\_\_\_

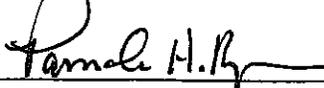
B. BROOKS \_\_\_\_\_

C. THOMAS \_\_\_\_\_

D. PARDO \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA H. RYAN, DISTRICT ATTORNEY

DATE: 9/19/11

03-BSD.05-06/93

This instrument prepared under the direction of:	Parcel No.	129.1
Laurice C. Mayes, Esq. _____	Item/Segment No.	2298972
Legal description prepared by:	Section No.	93310-2503
Grace K. Abel (10-21-09) _____	Managing District:	04
Department of Transportation	S.R. No.	710
3400 W. Commercial Boulevard	County:	Palm Beach
Ft. Lauderdale, Florida 33309		

C I T Y D E E D

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by the CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, a legal entity and public body created pursuant to Chapter 189, Florida Statutes, a municipality of the State of Florida, whose address is: 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404-4311, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Parcel No 129

Item/Segment No. 2298972  
(Section No. 93310-2503)

A portion of PLAT NO. 2 LEWIS TERMINALS, according to the plat thereof, as recorded in Plat Book 27, Page 42, of the Public Records of Palm Beach County, Florida, lying in Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

BEGIN at the intersection of the Easterly Existing C.S.X. Railroad Right of Way line per said PLAT NO. 2 LEWIS TERMINALS and the Northerly Existing Right of Way line for State Road 710 (Beeline Highway), as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503; thence North 02°25'31" East along said Easterly Existing C.S.X. Railroad Right of Way line, a distance of 26.81 feet to a point on a curve concave Southerly, having a chord bearing of North 89°53'06" East; thence Easterly along said curve, having a radius of 3,327.05 feet, through a central angle of 03°00'39", for an arc distance of 174.84 feet to the end of said curve; thence South 02°21'51" West, a distance of 21.34 feet to a point on said Northerly Existing Right of Way line for State Road 710 (Beeline Highway); thence South 88°05'51" West along said Northerly Existing Right of Way line, a distance of 175.17 feet to the POINT OF BEGINNING.

Containing 4,338 square feet, more or less.

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

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

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its District Clerk

CITY OF RIVIERA BEACH UTILITY  
SPECIAL DISTRICT, a legal  
and public body created  
pursuant to Chapter 189,  
Florida Statutes

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

Print Name: \_\_\_\_\_  
Its District Chairperson

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

Print Name: \_\_\_\_\_  
Its District Attorney,  
for legal sufficiency

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_, District Chairperson, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_

08-TE.13-06/98

This instrument prepared  
under the direction of:  
Laurice C. Mayes, Esq. \_\_\_\_\_  
Legal Description prepared by:  
Pete Diaz, P.S.M. (03-26-10)  
Document prepared by:  
Grace K. Abel (03-29-10)  
Department of Transportation  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Parcel No. 711.1R  
Item/Segment No. 2298972  
Section No. 93310-2503  
Managing District: 04  
S.R. No. 710  
County: Palm Beach

#### TEMPORARY EASEMENT

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
by the CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, a legal entity  
and public body created pursuant to Chapter 189, Florida Statutes, a  
municipality of the State of Florida, whose address is: 600 West Blue  
Heron Boulevard, Riviera Beach, Florida 33404-4311, and the STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns,  
grantee.

WITNESSETH that for and in consideration of the sum of One Dollar  
and other valuable considerations, receipt and sufficiency of which is  
hereby acknowledged, the grantor hereby gives, grants, bargains and  
releases to the grantee, a temporary easement for the purpose of  
tying in and harmonizing said property and the driveways, walkways,  
etc. thereon with the construction to be undertaken by the Department,  
in, upon, over and through the following described land in Palm Beach  
County, Florida, described as follows, viz:

Parcel No 711

Item/Segment No. 2298972  
(Section No. 93310-2503)

A portion of PLAT NO. 2 LEWIS TERMINALS, according to the plat  
thereof, as recorded in Plat Book 27, Page 42 of the Public Records of  
Palm Beach County, Florida, lying in Section 32, Township 42 South,  
Range 43 East, Palm Beach County, Florida; said portion being  
Northerly of and adjacent to Parcel 129 and Northerly beyond the New  
Northerly Right of Way line for State Road 710 (Beeline Highway),  
extending no more than 35.00 feet between Baseline of Survey Stations  
117+41.24 and 118+01.19, as shown on the Florida Department of  
Transportation Right of Way Map for Item/Segment No. 2298972, Section  
No. 93310-2503.

Containing 2,100 square feet, more or less.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of July 2016.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its District Clerk

CITY OF RIVIERA BEACH UTILITY  
SPECIAL DISTRICT, a legal  
and public body created  
pursuant to Chapter 189,  
Florida Statutes

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

Print Name: \_\_\_\_\_  
Its District Chairperson

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

Print Name: \_\_\_\_\_  
Its District Attorney,  
for legal sufficiency

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, District Chairperson, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_

09-L.13-12/97

This instrument prepared under the direction of:	Parcel No.	907.1
Laurice C. Mayes, Esq.	Item/Segment No.	2298972
Legal description prepared by:	Section No.	93310-2503
Grace K. Abel (10-21-09)	Managing District:	04
Department of Transportation	S.R. No.	710
3400 W. Commercial Boulevard	County:	Palm Beach
Ft. Lauderdale, Florida 33309		

#### LICENSE

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, between CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, a legal entity and public body created pursuant to Chapter 189, Florida Statutes, a municipality of the State of Florida, whose address is: 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404-4311, herein called licensor and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Parcel No 907	Item/Segment No. 2298972 (Section No. 93310-2503)
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A portion of PLAT NO. 2 LEWIS TERMINALS, according to the plat thereof, as recorded in Plat Book 27, Page 42 of the Public Records of Palm Beach County, Florida, lying in Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida; said portion being Northerly of and adjacent to Parcel 129 and extending no more than 8.00 feet Northerly beyond the New Northerly Right of Way line for State Road 710 (Beeline Highway), between Baseline of Survey Stations 116+70.01 and 116+90.09, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2298972, Section No. 93310-2503.

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of July 2016.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said licensor has signed and sealed these presents the day and year first above written.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its District Clerk

CITY OF RIVIERA BEACH UTILITY  
SPECIAL DISTRICT, a legal  
and public body created  
pursuant to Chapter 189,  
Florida Statutes

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

Print Name: \_\_\_\_\_  
Its District Chairperson

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

Print Name: \_\_\_\_\_  
Its District Attorney, for  
legal sufficiency

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_,  
District Chairperson, who is personally known to me or who has  
produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_

RESOLUTION NO 3-11UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A SUBORDINATION OF UTILITY INTEREST AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SUBORDINATING THE CITY'S INTEREST IN A PARCEL OF LAND LOCATED ON STATE ROAD 710; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida Department of Transportation proposes to widen State Road No. 710 (Dr. Martin Luther King, Jr. Boulevard); and

**WHEREAS**, it is necessary that District's interest in a certain parcel of land be subordinated in order to complete the SR 710 widening project; and

**WHEREAS**, said subordination is in the District's best interest; and

**WHEREAS**, the State of Florida Department of Transportation has made application to the District to execute and deliver to the State of Florida Department of Transportation an agreement subordinating District's interest in said parcel of land.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the District Chairperson and District Clerk are authorized to execute an agreement with the Florida Department of Transportation subordinating the District's interest in parcel of land located on State Road 710, as detailed in the attached subordination Agreement.

**SECTION 2.** That the District accepts the reimbursement, which will be deposited in a Utility Special District Fund Account upon receipt.

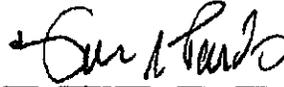
**SECTION 3.** That this resolution shall take effect upon its passage.

**PASSED AND APPROVED** on 16th day of February, 2011.

RESOLUTION NO. 3-11UD  
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

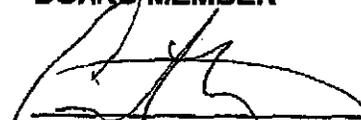


DAWN S. PARDO  
CHAIRPERSON

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

  
JUDY L. DAVIS  
VICE CHAIRPERSON  
BILLIE E. BROOKS  
BOARD MEMBER  
CEDRICK A. THOMAS  
BOARD MEMBER  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

D. PARDO AYE

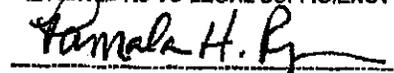
J. DAVIS AYE

B. BROOKS OUT

C. THOMAS AYE

S. LOWE OUT

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/10/11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OFFER AND PURCHASE AGREEMENT**

575 030 07  
RIGHT OF WAY  
OGC-0807  
Page 1 of 3

ITEM SEGMENT NO.: 2298972  
DISTRICT: Four  
FEDERAL PROJECT NO.: 6560 011 U  
STATE ROAD NO.: 710  
COUNTY: Palm Beach  
PARCEL NO.: 129

Seller: City of Riviera Beach Utility Special District a legal entity and public body created pursuant to Chapter 189, Florida Statutes

Buyer: **State of Florida, Department of Transportation**

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property**

(a) Real property described as: A portion of Plat No. 2 Lewis Terminal, according to the plat thereof, as recorded in Plat Book 27, Page 42, of the Public Records of Palm Beach County, Florida, lying in Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida, containing 4,336 square feet, more or less.

(b) Estate being purchased:  Fee Simple  
 Permanent Easement  
 Temporary Easement  
 Leasehold

(c) Buildings, structures, fixtures, and other improvements: 69 LF of 6' chain link fence with 3 strand barbed wire, 136 LF of 6' chain link fence without barbed wire, 14' wide double swinging gate, 14' swinging guardrail entry gate with guardrail to either side, 875 SF asphalt driveway

(d) Personal property: None

(e) Outdoor advertising structure(s) permit number(s): None

Buildings, structures, fixtures and other improvements owned by others: None  
These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

**II. PURCHASE PRICE**

<b>(a) Real Property</b>			
Land	1.	\$	<u>48,800.00</u>
Improvements	2.	\$	<u>10,700.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	<u>14,500.00</u> <del>48,800.00</del>
<b>Total Real Property</b>	4.	\$	<u>74,000.00</u> <del>108,300.00</del>
<b>(b) Total Personal Property</b>	5.	\$	<u>0.00</u>
<b>(c) Fees and Costs</b>			
Attorney Fees	6.	\$	<u>0.00</u>
Appraiser Fees	7.	\$	<u>0.00</u>
_____			
_____		Fee(s)	8. \$ <u>0.00</u>
<b>Total Fees and Costs</b>	9.	\$	<u>0.00</u>
<b>(d) Total Business Damages</b>	10.	\$	<u>0.00</u>
<b>(e) Total of Other Costs</b>	11.	\$	<u>0.00</u>
List: _____			

<b>Total Purchase Price</b>	(Add Lines 4, 5, 9, 10 and 11)	\$	<u>74,000.00</u> <del>108,300.00</del>
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	<u>72,500.00</u> <del>108,300.00</del>
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$	<u>14,500.00</u> <del>0.00</del>

**III. Conditions and Limitations**

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 675-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

- (i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (ii) Other: Buyer and Seller agree there are no fees, costs, or business damage claims associated with this agreement.

**IV. Closing Date**

The closing will occur no later than 60 days after Final Agency Acceptance.

**V. Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page 45 is made a part of this agreement.
- There is not an addendum to this agreement.

**VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.**

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 118.0711(2), Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

**Seller(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name under signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name under signature

**Buyer**

State of Florida, Department of Transportation

BY: \_\_\_\_\_  
Signature Date

Cheryl A Balogh, District RW Manager  
Type or print name under signature

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature

Cheryl A Balogh, District RW Manager  
Type or print name and title under signature

This document delivered by M. B. [Signature] Certified Mail 1-15-10 Date

This document received by \_\_\_\_\_ Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ADDENDUM TO OFFER AND PURCHASE AGREEMENT**

Item/Segment No.: 2298972  
Managing District: Four  
State Road No.: 710  
County: Palm Beach  
Parcel: 129

This Addendum to Offer and Purchase Agreement ("Addendum") is made and entered into by and between The City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes, as "Seller" and the State of Florida, Department of Transportation, as "Buyer", for the acquisition of the real property more particularly described in the Agreement to which this Addendum is attached (the "Property").

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree to the following terms and conditions:

1. Post-Closing Conditional Closure-Hold Back Escrow

- a) Conditional Closure. After the Closing, Seller agrees to complete the following: implementation of the required portion of the cure which includes the removal of the underground propane tank and backflow preventor with adjacent electric ("**Removal**"), from within the acquisition area.
- b) Hold Back Amount. The parties hereby agree to "hold back" the amount of Six Thousand Three Hundred Fifty Dollars (\$6,350) (the "**Hold Back Amount**") from the purchase price under the Purchase Agreement to guarantee the implementation of the cure. On the Closing Date, the Hold Back Amount shall be held by Buyer until Seller meets the conditions for release. The Hold Back Amount shall be automatically released and paid to Seller upon the Hold Back Release Date (defined below). The Hold Back Amount shall be funded with proceeds available to be disbursed to Seller upon the Closing Date. The written consent of Seller and Buyer shall be required for any disbursement of the Hold Back Amount other than a disbursement of the Hold Back Amount pursuant to this Section, 1(b).
- c) Hold Back Release Date. The term "**Hold Back Release Date**" means the date upon which the following conditions have been satisfied: the underground propane tank and backflow preventor with adjacent electric have been removed from within the acquisition area. Seller shall provide Buyer with documentation certifying the removal work has been performed and Buyer's verification of the work performed shall be completed within three (3) business days after receipt thereof.

d) Delays. If the Removal has not been performed within six (6) months after the Closing Date, Seller and Buyer agrees to negotiate in good faith a timetable, mechanism and terms and conditions, for the disbursement of some or all of the Hold Back Amount to Buyer after the expiration of such six (6) month period, in order for the Buyer to complete the Removal.

**IN WITNESS WHEREOF**, the parties have executed this Addendum on the date first indicated above.

**SELLER:**

**THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT,  
a legal entity and public body created pursuant to  
Chapter 189, Florida Statutes**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM**

BY: \_\_\_\_\_

**FDOT ATTORNEY**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PURCHASE AGREEMENT

575-030-07  
RIGHT OF WAY  
DDO - 1209  
Page 1 of 4

ITEM SEGMENT NO.: 2298972  
DISTRICT: Four  
FEDERAL PROJECT NO.: 8560 011 U  
STATE ROAD NO.: 710  
COUNTY: Palm Beach  
PARCEL NO.: 711

Seller: City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Estate being purchased:  Fee Simple  Permanent Easement  Temporary Easement  Leasehold

(b) Real property described as: A portion of Plat No. 2 LEWIS TERMINALS, according to the plat thereof, as recorded in Plat Book 27, Page 42, of the Public Records of Palm Beach County, Florida, lying in Section 32, Township 42 South, Range 43 East, Palm Beach County, Florida, containing 2,100 square feet, more or less.

(c) Personal property: none

(d) Outdoor advertising structure(s) permit number(s): none

Buildings, structures, fixtures and other improvements owned by others: none

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land	1.	\$ <del>10,000.00</del> <u>19,900.00</u>	+
Improvements	2.	\$ <u>0.00</u>	
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>	

Total Real Property	4.	\$ <del>10,000.00</del> <u>19,900.00</u>	+
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(b) Total Personal Property	5.	\$ <u>0.00</u>
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(c) Fees and Costs		
Attorney Fees	6.	\$ <u>0.00</u>
Appraiser Fees	7.	\$ <u>0.00</u>

Fee(s)	8.	\$ <u>0.00</u>
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Total Fees and Costs	9.	\$ <u>0.00</u>
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(d) Total Business Damages	10.	\$ <u>0.00</u>
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(e) Total of Other Costs	11.	\$ <u>0.00</u>
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List: \_\_\_\_\_

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)		\$ <del>10,000.00</del> <u>19,900.00</u>	+
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(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$ <del>10,000.00</del> <u>19,900.00</u>	+
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(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$ <u>0.00</u>
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III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 675-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Buyer and Seller agree there are no fees, costs or business damage claims associated with this Agreement.  

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- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page \_\_\_\_\_ is made a part of this agreement.
- There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to Section 119.0711, Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in Section VII of this agreement.

**Seller(s)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or print name

**Buyer**

State of Florida Department of Transportation

BY: \_\_\_\_\_  
Signature Date

Cheryl A. Balogh, District RW Manager  
Type or print name and title

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature

Cheryl A. Balogh, District RW Manager  
Type or print name and title

Legal Review: \_\_\_\_\_  
Date

Laurice C. Maves, Esq., Senior Attorney, District Four  
Type or print name and title