

# Item No. 2

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

**MEETING DATE: AUGUST 17, 2011**

**AGENDA ITEM SUMMARY NO. J11-082-2**

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

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

**TITLE / SUBJECT:** A Resolution authorizing the District Board Chairperson and District Clerk to execute an agreement between the City of Riviera Beach Special Utility District (District) and the Florida Department of Transportation (FDOT) to subordinate the District's utility interests in a certain parcel of land, identified as Parcel 804, adjacent to Dr. Martin Luther King, Jr. Boulevard (SR 710); and providing for an effective date

**RECOMMENDATION / MOTION:** To approve the resolution.

**DEPARTMENTAL APPROVAL REVIEW & DATE**

◆City Manager <i>PDW</i> <i>8/16/11</i>	Library
◆District Attorney <i>PHC</i> <i>8/10/11</i>	Marina
◆District Clerk <i>[Signature]</i>	Police
Community Development <i>MM</i>	Public Works
◆Interim District Finance Director <i>[Signature]</i>	Purchasing
Fire	Recreation & Parks
Human Resources	◆Utility Special District <i>lea</i>
Information Systems	Other

**APPROVED BY UTILITY DISTRICT:** *Louise C. Aurigemma* **DATE:** AUG 05 2011

<b>Originator:</b> UTILITY SPECIAL DISTRICT <i>lea</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>lea</i>	<b>Current FY:</b> 2010-2011	<b>Attachments:</b> 1. Resolution 2. Purchase Agreement 3. Perpetual Easement
<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 <input type="checkbox"/> Other	
<b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	<b>Budget Account Number:</b>	

**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 (raw water well # 801), east of the railroad crossing at the southwest corner of Dan Calloway Park. The FDOT is requesting Utility Special District subordination (giving primary control to FDOT) of its interest in this parcel in order to construct the roadway improvements. The Utility District Board previously approved subordination of Parcels 129, 711 & 907 at their meeting of February 16, 2011.

An additional parcel (Parcel 804) is required by the FDOT to construct, operate and maintain a railroad gate and signal at this location. A perpetual easement is required to include the right to ingress and egress over the surface of the easement area, and to use and occupy the surface and airspace above the surface of the easement area (for the up/down swinging of the railroad gate). Parcel 804 is a portion of the raw water well #801 site, approximately 118 square feet in size. The FDOT will provide a payment of \$1,200.00 to the Utility District for the perpetual easement.

Staff has reviewed the FDOT perpetual easement request and recommends that the Utility Special District approve Resolution authorizing the execution of the perpetual easement and purchase agreement.

**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>1,200.00</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>1,200.00</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:**

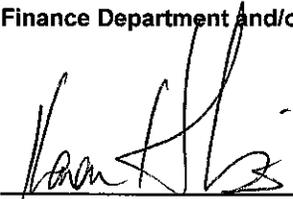
Perpetual Easement

**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 PERPETUAL EASEMENT AND EASEMENT PURCHASE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (DISTRICT) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PARCEL OF LAND IDENTIFIED AS PARCEL 804 (ADJACENT TO DR. MARTIN LUTHER KING, JR. BOULEVARD - SR 710); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District presently has an interest in certain lands that have been determined necessary for highway purposes (the widening of State Road No. 710) by the FDOT; and

**WHEREAS**, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the District to the FDOT; and

**WHEREAS**, the State of Florida Department of Transportation has made application to said District to execute and deliver to the State of Florida Department of Transportation for a perpetual easement and easement purchase agreement. The FDOT will provide a payment of \$1,200 for the perpetual easement.

**WHEREAS**, said perpetual easement and easement purchase agreement 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 Perpetual Easement and Easement Purchase Agreement between the FDOT and the District.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

**SECTION 2:** That the Utility District Board authorizes the District Board Chairperson and District Clerk to execute the aforementioned agreement on behalf of the District to subordinate to the interest of FDOT its successors and assigns, any and all of its interest in the land as outlined in attached agreement.

**SECTION 3:** This Resolution shall take effect upon its passage and approval by the Utility District Board.

**PASSED and APPROVED** on 17th day of August, 2011.

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

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 \_\_\_\_\_

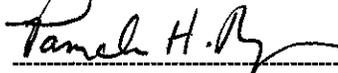
B. BROOKS \_\_\_\_\_

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

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

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

REVIEWED AS TO LEGAL SUFFICIENCY



\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/9/11

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

ITEM SEGMENT NO.: 2298972  
DISTRICT: Four  
FEDERAL PROJECT NO.: 6560 011 U  
STATE ROAD NO.: 710  
COUNTY: Palm Beach  
PARCEL NO.: 804

**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 118 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.	\$ <u>1,200.00</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>

**Total Real Property** 4. \$ 1,200.00

**(b) Total Personal Property** 5. \$ 0.00

**(c) Fees and Costs**

Attorney Fees	6.	\$ <u>0.00</u>
Appraiser Fees	7.	\$ <u>0.00</u>

Fee(s) 8. \$ 0.00

**Total Fees and Costs** 9. \$ 0.00

**(d) Total Business Damages** 10. \$ 0.00

**(e) Total of Other Costs** 11. \$ 0.00

List: \_\_\_\_\_

**Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)** \$ 1,200.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 1,200.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

**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 575-070-12**, 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)**

**Buyer**

State of Florida Department of Transportation

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

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

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

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

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

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

**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. Mayes, Esq., Senior Attorney, District Four  
Type or print name and title

### ADDITIONAL SIGNATURES

SELLER(S):

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

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

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07-PE.13-06/93

This instrument prepared  
under the direction of:  
Laurice C. Mayes, Esq. *L.C.M. 12/11*  
Legal description prepared by:  
Grace K. Abel (05-12-11)  
Department of Transportation  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Parcel No. 804.1R  
Item/Segment No. 2298972  
Section No. 93310-2503  
Managing District: 04  
S.R. No. 710  
County: Palm Beach

PERPETUAL 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, to the STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns,  
grantee.

WITNESSETH: That the grantor for and in consideration of the sum  
of One Dollar and other valuable considerations paid, the receipt and  
sufficiency of which is hereby acknowledged, hereby grants unto the  
grantee, its successors and assigns, a perpetual easement for the  
purpose of constructing, operating and maintaining a railroad gate and  
signal. This easement includes the right to ingress and egress over the  
surface of the easement area, and to use and occupy the surface and  
airspace above the surface of the easement area, in order to do the  
necessary construction, operation and maintenance in, over, upon and  
through the following described property in Palm Beach County, Florida,  
viz:

Parcel No 804

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:

Commence at the intersection of the Easterly Existing F.E.C. 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 F.E.C. Railroad Right  
of Way line, a distance of 26.81 feet to the POINT OF BEGINNING; thence  
continue North 02°25' 31" East along said Easterly Existing F.E.C.  
Railroad Right of Way line, a distance of 9.02 feet to a point on a non  
tangent curve concave Southerly, having a chord bearing of

(Continue on the next page)

North 88°30'01" East; thence Easterly along said curve, having a radius of 3,336.05 feet, through a central angle of 00°13'11", for an arc distance of 12.79 feet to the end of said curve; thence South 01°23'24" East, a distance of 9.00 feet to a point on a curve concave Southerly, having a chord bearing of South 88°29'33" West; thence Westerly along said curve, having a radius of 3,327.05 feet, through a central angle of 00°13'50", for an arc distance of 13.39 feet to the end of said curve and the POINT OF BEGINNING.

Containing 118 square feet, more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

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

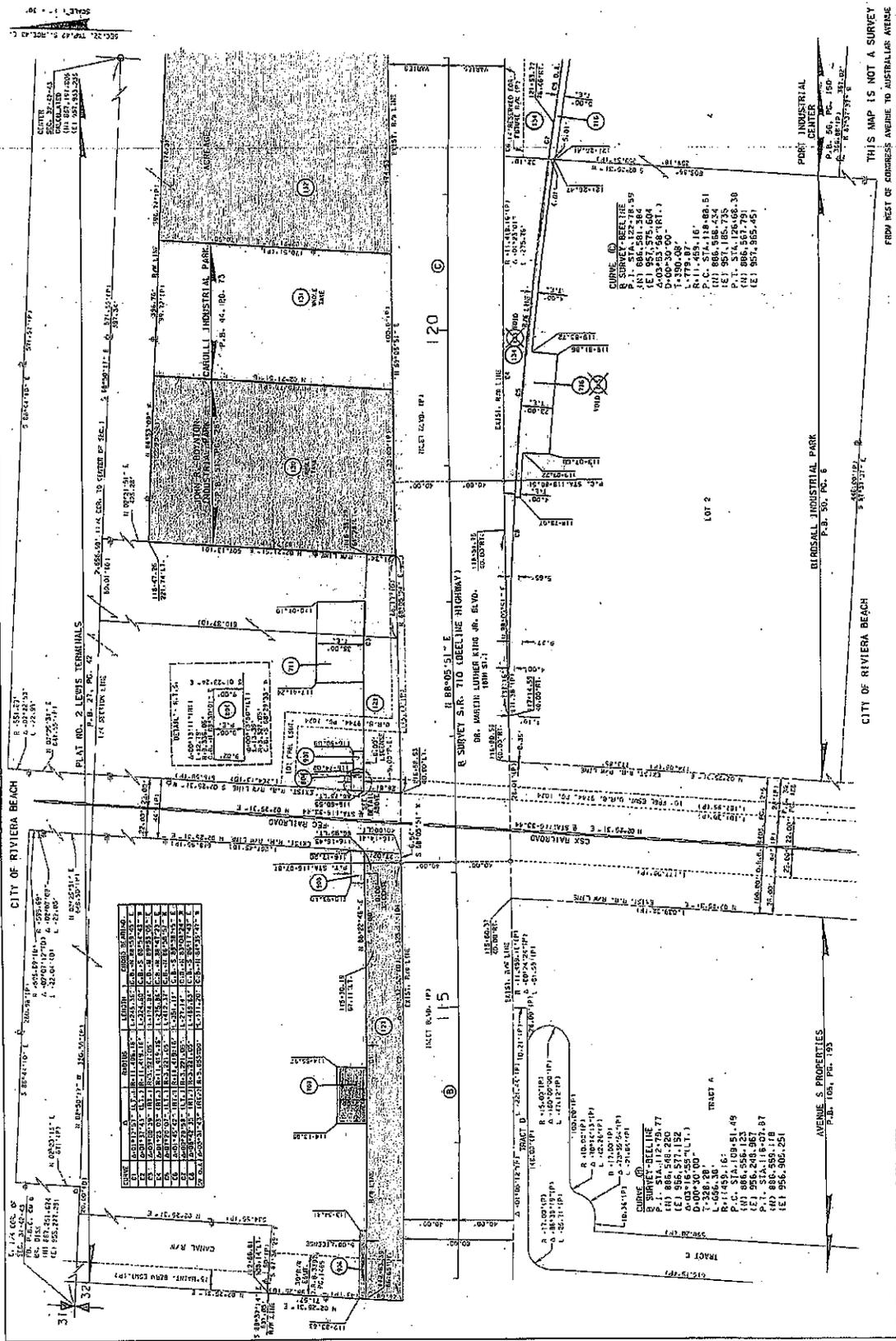
By: Pamela H. Ryan  
Print Name: Pamela H. Ryan  
Its District Attorney,  
for legal sufficiency

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: \_\_\_\_\_



SCALE: 1" = 40'

CURVE DATA  
 CALCULATED  
 (1) 100.00' RADIUS  
 (2) 100.00' RADIUS  
 (3) 100.00' RADIUS

LOT	AREA	OWNER	REMARKS
1	1.23	STATE	
2	1.23	STATE	
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PLAT NO. 2 LEWIS TERMINALS  
 P.B. 211, PG. 42

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 P.B. 211, PG. 42

SEE SHEET ONE FOR LEGEND AND GENERAL NOTES

RIGHT OF WAY MAP  
 FLORIDA DEPARTMENT OF TRANSPORTATION  
 SURVEYING AND MAPPING

SECTION 3310-2503  
 MULTIPURPOSE ROADWAY  
 STATE ROAD NO. 710 CORRELINE HIGHWAY  
 PALM BEACH COUNTY

ITEM NO. 220997-2  
 SHEET 7 OF 13

THIS MAP IS NOT A SURVEY  
 FROM REST OF CORRELINE AVENUE TO AUSTRALIAN AVENUE

LOT 2

TRAJECT A  
 P.L. STA. 112+73.77  
 P.C. STA. 109+51.49  
 P.T. STA. 116+97.87

TRAJECT B  
 P.L. STA. 116+97.87  
 P.C. STA. 120+248.967  
 P.T. STA. 126+688.30

TRAJECT C  
 P.L. STA. 126+688.30  
 P.C. STA. 130+514.51  
 P.T. STA. 136+855.451

TRAJECT D  
 P.L. STA. 136+855.451  
 P.C. STA. 140+588.54  
 P.T. STA. 146+855.451

TRAJECT E  
 P.L. STA. 146+855.451  
 P.C. STA. 150+588.54  
 P.T. STA. 156+855.451

TRAJECT F  
 P.L. STA. 156+855.451  
 P.C. STA. 160+588.54  
 P.T. STA. 166+855.451

TRAJECT G  
 P.L. STA. 166+855.451  
 P.C. STA. 170+588.54  
 P.T. STA. 176+855.451

TRAJECT H  
 P.L. STA. 176+855.451  
 P.C. STA. 180+588.54  
 P.T. STA. 186+855.451

TRAJECT I  
 P.L. STA. 186+855.451  
 P.C. STA. 190+588.54  
 P.T. STA. 196+855.451

TRAJECT J  
 P.L. STA. 196+855.451  
 P.C. STA. 200+588.54  
 P.T. STA. 206+855.451

PE.14-10/91

This instrument prepared  
under the direction of: *Ames/12/11*  
Laurice C. Mayes, Esq.  
Legal description prepared by:  
Grace K. Abel (05-12-11)  
Department of Transportation  
3400 W. Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Parcel No. 804.1R  
Item/Segment No. 2298972  
Section No. 93310-2503  
Managing District: 04  
S.R. No. 710  
County: Palm Beach

R E S O L U T I O N

ON MOTION of City Commissioner \_\_\_\_\_,  
seconded by City Commissioner \_\_\_\_\_,  
the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to  
construct or improve State Road No. 710 (Beeline Highway), Item/Segment No.  
2298972, Section No. 93310-2503, in Palm Beach County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned  
by the City of Riviera Beach Utility Special District, Florida, be acquired  
by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made  
application to said City to execute and deliver to the State of Florida  
Department of Transportation a perpetual easement, or easements, in favor of  
the State of Florida Department of Transportation for the purpose of  
constructing, operating and maintaining a railroad gate and signal. This  
easement includes the right to ingress and egress over the surface of the  
easement area, and to use and occupy the surface and airspace above the  
surface of the easement area, in order to do the necessary construction,  
operation and maintenance, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the  
City of Riviera Beach Utility Special District, Florida, that the application  
of the State of Florida Department of Transportation for a perpetual  
easement, or easements, is for transportation purposes which are in the  
public or community interest and for public welfare; that a perpetual  
easement, or easements, in favor of the State of Florida Department of  
Transportation in Palm Beach, County, Florida, should be drawn and executed  
by this Board of City Commissioners. Consideration shall be \$ \_\_\_\_\_.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be  
forwarded forthwith to the State of Florida Department of Transportation at  
3400 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309.

STATE OF FLORIDA

CITY OF RIVIERA BEACH

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution  
adopted by the Board of City Commissioners of the City of Riviera Beach  
Utility Special District, Florida, at a meeting held on the \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk, Board of City Commissioners  
CITY OF RIVIERA BEACH UTILITY  
SPECIAL DISTRICT, a legal entity and  
public body created pursuant to  
Chapter 189, Florida Statutes

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 PERPETUAL EASEMENT AND EASEMENT PURCHASE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (DISTRICT) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR A PARCEL OF LAND IDENTIFIED AS PARCEL 804 (ADJACENT TO DR. MARTIN LUTHER KING, JR. BOULEVARD - SR 710); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District presently has an interest in certain lands that have been determined necessary for highway purposes (the widening of State Road No. 710) by the FDOT; and

**WHEREAS**, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by the District to the FDOT; and

**WHEREAS**, the State of Florida Department of Transportation has made application to said District to execute and deliver to the State of Florida Department of Transportation for a perpetual easement and easement purchase agreement. The FDOT will provide a payment of \$1,200 for the perpetual easement.

**WHEREAS**, said perpetual easement and easement purchase agreement 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 Perpetual Easement and Easement Purchase Agreement between the FDOT and the District.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

~~SECTION 2:~~ That the Utility District Board authorizes the District Board Chairperson and District Clerk to execute the aforementioned agreement on behalf of the District to subordinate to the interest of FDOT its successors and assigns, any and all of its interest in the land as outlined in attached agreement.

~~SECTION 3:~~ This Resolution shall take effect upon its passage and approval by the Utility District Board.

PASSED and APPROVED on 17th day of August, 2011.

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

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 \_\_\_\_\_

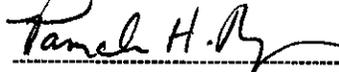
B. BROOKS \_\_\_\_\_

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

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

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/9/11

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

ITEM SEGMENT NO.: 2298972  
DISTRICT: Four  
FEDERAL PROJECT NO.: 6560 011 U  
STATE ROAD NO.: 710  
COUNTY: Palm Beach  
PARCEL NO.: 804

**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 118 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**

<b>(a) Real Property</b>		
Land	1.	\$ <u>1,200.00</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$ <u>0.00</u>
<b>Total Real Property</b>	<b>4.</b>	<b>\$ <u>1,200.00</u></b>
<b>(b) Total Personal Property</b>	<b>5.</b>	<b>\$ <u>0.00</u></b>
<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>	<b>9.</b>	<b>\$ <u>0.00</u></b>
<b>(d) Total Business Damages</b>	<b>10.</b>	<b>\$ <u>0.00</u></b>
<b>(e) Total of Other Costs</b>	<b>11.</b>	<b>\$ <u>0.00</u></b>
List: _____		
_____		
<b>Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)</b>		<b>\$ <u>1,200.00</u></b>
(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$ <u>1,200.00</u>
(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession		\$ <u>0.00</u>

**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 575-070-12**, 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)**

**Buyer**

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

State of Florida Department of Transportation

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

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

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

Cheryl A. Balogh, District R/W Manager  
Type or print name and title

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

**VII. FINAL AGENCY ACCEPTANCE**

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

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

Cheryl A. Balogh, District R/W Manager  
Type or print name and title

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

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

### ADDITIONAL SIGNATURES

SELLER(S):

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

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

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

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