

Consideration: \$10.00
Documentary Stamps: \$ _____

*Prepared by and when
recorded return to:*

**Jason Whiteman, Esq.
Lawton Whiteman Lutz
102 NE 1st Avenue, Suite 200
Delray Beach, FL 33444**

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Easement Agreement") is made this ____ day of _____, 2024, by and between **CITY OF GREENACRES, FLORIDA**, whose mailing address is 5800 Melaleuca Lane, Greenacres, Florida 33463 ("Grantor"), and **LAKE WORTH DRAINAGE DISTRICT**, a Special Taxing District, existing under the Laws of the State of Florida, and having its principal place of business at 13081 South Military Trail, Delray Beach, Florida 33484-1105 ("Grantee") (Grantor and Grantee may be referred to herein collectively as "Parties" or singularly as a "Party"), with reference to the following facts:

A. Grantor is the fee simple owner of that certain real property located in Palm Beach County, Florida (the "County"), more particularly described on Exhibit "A" attached hereto (the "Grantor Property").

B. Grantee is the fee simple owner of that certain real property located in the County, more particularly described on Exhibit "B" attached hereto, adjacent to the Grantor Property (the "L-11 Canal").

C. Grantor and Grantee entered into an Interlocal Agreement Between the City of Greenacres and Lake Worth Drainage District, Improvements to Chickasaw Road, with an effective date of February 1, 2021, as amended by that certain Addendum to Interlocal Agreement Between the City of Greenacres and Lake Worth Drainage District, Improvements to Chickasaw Road (collectively, the "Interlocal Agreement"), for Grantor to design and construct improvements to the existing paved road known as "Chickasaw Road" running parallel along the northern portion of the L-11 Canal.

D. In accordance with the terms of the Interlocal Agreement, Grantee conveyed the Grantor Property to Grantor by virtue of Quit-Claim Deed recorded in Book 34923, Page 1930, and Quit Claim Deed recorded in Book 34977, Page 369, of the Public Records of the County (collectively, the "Quit-Claim Deeds").

E. The Quit-Claim Deeds reserved certain easements in favor of Grantee over, across, through, upon, under or within the Grantor Property, as more particularly set forth on Exhibit C" attached hereto (the "Reserved Easements").

F. The Parties desire to terminate the Reserved Easements and enter into this Easement Agreement to provide Grantee with a maintenance and access easement over the Grantor Property as contemplated by the Interlocal Agreement, subject to and in accordance with the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibit. The above recitals are true and correct and, together with the exhibits attached hereto, are incorporated herein by this reference.

2. Termination of Reserved Easements. Effective as of the recording of this Easement Agreement, Grantee hereby forever releases, terminates and abandons its rights reserved in the Reserved Easements.

3. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee and Grantee's agents, employees, contractors and invitees, and its successors and assigns, a perpetual, non-exclusive easement (the "**Easement**") on, over, across, under, and through the Grantor Property for the purposes of maintaining the L-11 Canal and improvements thereon, together with the right of access to the Grantor Property to accomplish the foregoing maintenance purpose which shall include vehicular and pedestrian ingress and egress to and from the L-11 Canal. Notwithstanding the foregoing grant of Easement, the Grantor acknowledges and agrees that it shall maintain the improvements to Chickasaw Road as described in the Interlocal Agreement and as set forth in the LWDD permit for the same ("LWDD Permit"), which LWDD Permit is attached hereto as Exhibit "D" and incorporated herein.

4. Successors and/or Assigns; Enforcement. This Easement Agreement shall inure to the benefit of and be binding upon Grantor and its successors and/or assigns; provided, however, that any such transferee of Grantor or its successor and/or assignee, as the case may be, shall be bound by all terms and conditions of this Easement Agreement. The Easement hereby granted and the requirements herein contained are intended as, and shall be, covenants running with the Grantor Property. This Easement Agreement shall inure to the benefit of and be binding upon Grantee and its successors and/or assigns. Grantee and Grantor shall each have a right of action to enforce by proceedings at law or in equity all conditions imposed by the provisions of this Easement Agreement, or any amendment hereto, including the right to prevent the violation of such conditions and the right to recover actual damages for such violation (but not consequential or punitive damages).

5. Waivers and Consents. No consent or waiver, express or implied, by any Party of any breach or default by any other Party in the performance its obligations under this Easement Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Easement Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Easement Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

6. No Public Dedication; No Joint Venture; No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for general public purposes whatsoever, it being the intention that this

Easement Agreement shall be strictly limited to and for the purposes herein expressed. Nothing in this Easement Agreement shall be construed to make the Parties partners or joint venturers or render any of the Parties liable for the debts and obligations of the other. Except as otherwise expressly stated herein, this Easement Agreement shall not be deemed to confer in favor of any third-parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Easement Agreement.

7. Attorney's Fees. In the event of any dispute, litigation, or other proceeding between the Parties to enforce any of the provisions of this Easement Agreement or any right of either Party hereunder, each Party to such dispute, litigation, or other proceeding shall pay its own costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative, or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

8. Governing Law and Venue. Venue and jurisdiction for any legal proceedings in connection with, based upon, or arising out of, under, or in connection with, this Easement Agreement shall be exclusively in the Federal and State courts located in the County. This Easement Agreement shall be governed by Florida law.

9. Counterparts. This Easement Agreement may be executed in any number of counterparts, each of which when taken together shall be deemed to be one and the same instrument.

10. Construction. The headings contained in this Easement Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. In construing this Easement Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

11. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

12. Termination or Amendment. This Easement Agreement may be amended or terminated only by the recording of an appropriate document in the public records of the County (the "Public Records") executed by the Parties or their respective successors and/or assigns.

13. Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Party under the provisions of this Easement Agreement must be written and shall be deemed to have been received by the addressee thereof when (a) delivered or delivery refused in person to the registered address of such Party, (b) delivered or delivery refused by guaranteed overnight delivery service, or (c) received or receipt refused by certified mail, return receipt requested. ANY PERSON WHO BECOMES AN OWNER OF ANY REAL PROPERTY SUBJECT TO THIS EASEMENT AGREEMENT AFTER THE DATE ON WHICH NOTICE IS DELIVERED PERSONALLY OR MAILED SHALL BE DEEMED TO HAVE RECEIVED SUCH NOTICE IF RECEIVED BY SUCH PERSON'S PREDECESSOR-IN-TITLE UNLESS

NOTICE OF SUCH TRANSFER OF TITLE WITH PROPER CONTACT INFORMATION IS PROVIDED TO THE PARTIES PURSUANT TO THE REQUIREMENTS HEREOF.

GRANTOR: CITY OF GREENACRES, FLORIDA
Attn: City Manager
5800 Melaleuca Lane
Greenacres, FL 33463

Copy To: Christy Goddeau, Esq.
701 Northpoint Parkway, Suite 209 West
Palm Beach, Florida 33407

GRANTEE: LAKE WORTH DRAINAGE DISTRICT
Attn: Tommy Strowd, Executive Director
13081 S. Military Trail
Delray Beach, Florida 33484

Copy To: Mark A. Perry, P.A.
88 NE 8th Avenue
Delray Beach, Florida 33483

The Parties (or their successors in title or assigns) may change their address for purpose of notices permitted or required under this Easement Agreement by providing the other Parties with notice of a change of address in accordance with this Section, and no formal amendment to this Easement Agreement will be required to effectuate such a change in address.

14. Drafting. No provision of this Easement Agreement shall be construed or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority or arbitrator by reason of any Party or their counsel being deemed to have structured, drafted, or specified such provision.

15. Effectiveness. This Easement Agreement shall be effective upon the recordation of this Easement Agreement in the Public Records.

16. Exhibits. All of the Exhibits attached to this Easement Agreement are incorporated in, and made a material part of, this Easement Agreement.

17. Entire Agreement. Except as otherwise expressly provided in the Purchase Agreement, this Easement Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and arrangements, both oral and written, between the Parties with respect thereto.

18. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY**

WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS EASEMENT AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ANY ACTIONS OF EITHER PARTY, ARISING OUT OF, OR RELATED IN ANY MANNER WITH, THIS EASEMENT AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS EASEMENT AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS EASEMENT AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS EASEMENT AGREEMENT. EACH PARTY TO THIS EASEMENT AGREEMENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have duly executed this Easement Agreement effective as of the date first above written.

ATTEST:

Signed, sealed and delivered
in the presence of

Signature of Witness #1

Typed/Printed Name of Witness #1

Address of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

Address of Witness #2

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 202_, by Chuck Shaw, As Mayor of CITY OF GREENACRES, FLORIDA, on behalf of the City. He/She is personally known to me or has produced _____ as identification.

GRANTOR:
CITY OF GREENACRES, FLORIDA

By: _____
Name: Chuck Shaw
Title: Mayor

Notary Public
Name: _____
My Commission Expires:

Signed, sealed and delivered
in the presence of

Signature of Witness #1

Typed/Printed Name of Witness #1

Address of Witness #1

Signature of Witness #2

Typed/Printed Name of Witness #2

Address of Witness #2

GRANTEE:

LAKE WORTH DRAINAGE DISTRICT

By: _____

Name:

Title:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ____ day of _____, 202_, by _____, as
_____ of LAKE WORTH DRAINAGE DISTRICT, on behalf of the District. He/She
is personally known to me or has produced _____ as identification.

Notary Public

Name: _____

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

THAT PART OF THE RESERVATION FOR ROAD, DYKE, AND DITCH PURPOSES, BEING 30-FEET IN WIDTH, RUNNING FROM EAST TO WEST THROUGH THE CENTER OF BLOCK 22, THE PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, BOUNDED ON EAST BY THE WEST RIGHT-OF-WAY LINE OF JOG ROAD, RECORDED IN DEED BOOK 995, PAGE 312, BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WEST RIGHT-OF-WAY LINE OF CHICKASAW CIRCLE, ACCORDING TO THE PLAT OF CHICKASAW MANOR, RECORDED IN PLAT BOOK 35, PAGE 189, ALL RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

AND

THAT PART OF THE RESERVATION FOR ROAD, DYKE, AND DITCH PURPOSES, BEING 30-FEET IN WIDTH, RUNNING FROM EAST TO WEST THROUGH THE CENTER OF BLOCK 22, THE PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, BOUNDED ON EAST BY THE SOUTHERLY PROLONGATION OF THE WEST RIGHT-OF-WAY LINE OF CHICKASAW CIRCLE, ACCORDING TO THE PLAT OF CHICKASAW MANOR, RECORDED IN PLAT BOOK 35, PAGE 189, BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE EAST LINE OF HOUSING TRACT ONE, ACCORDING TO THE PLAT OF POINCIANA PLACE PHASE II-A, RECORDED IN PLAT BOOK 35, PAGE 54, ALL RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

LEGAL DESCRIPTION OF L-11 CANAL

BEING A PORTION OF TRACTS 41 THROUGH 45, BLOCK 22, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

THE NORTH 50 FEET OF SAID TRACTS 41, 42, AND 44, BLOCK 22, AND THE NORTH 52 FEET OF SAID TRACTS 43 AND 45, BLOCK 22.

SAID LANDS LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 42 EAST.

EXHIBIT "C"

RESERVED EASEMENTS

THIS QUIT CLAIM DEED IS SUBJECT TO: reserving an easement for the purpose of providing an unencumbered right-of-way for the use as a canal and canal-related purposes including but not limited to the use of same for ingress and egress purposes, excavation, removal of vegetation, irrigation, water control structures, berm and areas for maintenance and deposit of spoil, and for any such other purpose thereunto related or in anywise appertaining; over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida described on Exhibit "A" attached hereto.

EXHIBIT "D"
LWDD PERMIT



LAKE WORTH DRAINAGE DISTRICT
Right-of-Way Permit
Board Meeting: October 12, 2022

Date Issued: March 15, 2024

Permit No.: RW-21-0288

Permittee: City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

Permit Use Type: Piping for Chickasaw Road Improvements

Project Description: Installation of ~1,670 L.F. of One (1) 72" Reinforced Concrete Pipe (RCP) with a FDOT Concrete Endwall within the L-11 Canal from the west side of the Jog Road westward to ~270 L.F. west of Chickasaw Circle for the reconstruction and roadway improvements of Chickasaw Road and the Piping of the L-11 Canal for Phase I and Phase II: Phase I - Removal of the existing Concrete Endwall on the west side of Jog Road and Install 23 L.F. of One (1) 36" RCP to extend the existing 36" RCP under Jog Road and connect to Manhole #10; Installation of One (1) R1-1 Stop Sign within the L-11 Canal Right-of-Way at the SW Quad of Chickasaw Road and Jog Road; Installation of 115 L.F. of 72" RCP from Manhole #10 to Manhole #9; Installation of 48 L.F. of 18" RCP from the north side of Chickasaw Road into the north side Manhole #9; Installation of 71 L.F. of 72" RCP and One (1) 3' Wide Concrete Flume from the south side of Chickasaw Road into the Dry Detention Area between Manhole #9 and Manhole #8; Installation of 47 L.F. of 18" RCP from the north side of Chickasaw Road into the north side of Manhole #8; Installation of 229 L.F. of 72" RCP between Manhole #8 and Manhole #7; Installation of 11 L.F. of 18" RCP into the south side of Manhole #7 and connecting to CS-1 Overflow/Control Structure FDOT Type "E" installed ~11' south of Manhole #7; Installation of 233 L.F. of 72" RCP between Manhole #7 and Manhole #6; Installation of One (1) 3' Wide Concrete Flume from the south side of Chickasaw Road into the Dry Detention Area on the east side of Manhole #6; Installation of 39 L.F. of 18" RCP from an existing Drainage Structure located in the SE Quad of Chickasaw Road and Wry Road into the south side Manhole #6; Installation of One (1) R1-1 Stop Sign within the L-11 Canal Right-of-Way at the SE Quad of Chickasaw Road and Wry Road; Installation of a perpendicular 6" thick sidewalk crossing the L-11 Canal Right-of-Way on the east side of Wry Road; Installation of 93 L.F. of 72" RCP between Manhole #6 and Manhole #5; Installation of One (1) 3' Wide Concrete Flume from the south side of Chickasaw Road into the Dry Detention Area on the east side of Manhole #5; Installation of 71 L.F. of 24" RCP from the NW Quad of Chickasaw Road and Wry Road into the north side of Manhole #5; Installation of 115 L.F. of 72" RCP between Manhole #5 and Manhole #4; Installation of 37 L.F. of 15" RCP from the north side of Chickasaw Road into the north side of Manhole #4; Installation of 156 L.F. of 72" RCP between Manhole #4 and Manhole #3; Installation of 15 L.F. of 18" RCP into the south side of Manhole #3 from CS-2 Overflow/Control Structure FDOT Type "E" installed ~15' south of Manhole #3; Connect existing 18" CMP from the south side of the L-11 Canal into the south side of Manhole #3; Installation of 308 L.F. of 72" RCP between Manhole #3 and the western end of Phase I until Phase II is constructed; Installation of Two (2) 3' Wide Concrete Flumes from the south side of Chickasaw Road into the Dry

Detention Area on the west and east sides of Chickasaw Circle; Phase II - Installation of 80 L.F. of 72" RCP between the western end of Phase I and Manhole #2; Installation of 63 L.F. of 24" RCP from the north side of Chickasaw Road into the north side of Manhole #2; Installation of 203 L.F. of 72" RCP between Manhole #2 and Manhole #1; Connect existing 24" CMP from the south side of the L-11 Canal into the south side of Manhole #1; Connect existing 36" CMP from the south side of the L-11 Canal into the south side of Manhole #2; Installation of 66 L.F. of 72" RCP with FDOT Concrete Endwall between Manhole #1 and the western end of Phase II; Restore 30 L.F. of Canal Section with Rubble Rip-Rap from the Endwall westward; Installation of Dry Detention Area within the south right-of-way of the L-11 Canal on the south side of the 72" RCP.

Project Location: LWDD L-11 Canal; West side of Jog Road
Section 22, Township 44S, Range 42E

This permit is issued by the Lake Worth Drainage District (LWDD) pursuant to an initial application received on October 7, 2021. The application, including all plans and specifications submitted to LWDD, is by reference made a part hereof. This permit is a revocable authorization to use or occupy LWDD right-of-way, subject to the general and special conditions contained herein, which the permittee acknowledges and agrees to be bound by acceptance of this permit.

Should the permittee object to any permit conditions, a request to petition the LWDD Board of Supervisors must be submitted in writing no later than 30 days from date of permit issuance. The LWDD Board of Supervisors will consider the petition at the next available Board meeting, providing the petition is received more than 10 business days prior to the next available Board meeting. All petitions should include permittee name, contact information, condition(s) being contested, and explanation of disputed items.

1.0 General Conditions

- 1.1** All structures and/or works located on LWDD rights-of-way constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. It is left to the sole discretion of LWDD to determine if the facilities are being properly maintained. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the LWDD's rights-of-way. The LWDD assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- 1.2** Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of LWDD's regulation and fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the Permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that LWDD's review and issuance of this permit, including, but not limited to, any field inspections performed by LWDD, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any LWDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as LWDD's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.
- 1.3** Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonably attorney's fees, including

appeals, resulting from any action taken by LWDD to obtain compliance with the conditions of the permit or removal of the permitted use. If legal action is taken by LWDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

- 1.4** This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon 30 days prior written notice. LWDD reserves the right to amend the terms and conditions contained herein at any time and for any reason. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right-of-way to the LWDD's satisfaction. In the event of failure to so comply within the specified time frame, LWDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs. In addition, the permittee agrees and acknowledges that any failure to comply constitutes a violation of section 298.66, Florida Statutes, and LWDD may pursue any and all remedies available under law.
- 1.5** This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment of any other such impairment or disposition of LWDD's property rights. The LWDD approves the permitted use only to the extent of its interest in the works of LWDD. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by this permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required Permits or other authorizations. However, the LWDD, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the LWDD owns less than fee.
- 1.6** Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the LWDD (which used herein includes LWDD and its past, present and/or future employees, agents, representatives, officers and/or Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, judgements and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the LWDD's right-of-way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the permittee or of third parties. Permittee acknowledges that LWDD is exempt from liability for personal injury and damages that may occur as a result of permitted use or activity by virtue of Chapter 2009-258, Laws of Florida. Permittee agrees to provide legal counsel acceptable to the LWDD if requested for the defense of any such claims.
- 1.7** Permittee releases LWDD for any and all damages that may be caused by LWDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The LWDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of LWDD's rights-of-way by LWDD or a third party. Improvements placed within the right-of-way are done so at the sole risk of the owner/permittee.
- 1.8** The LWDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the LWDD canals or any activities which may include use of contact with water from LWDD canals, since LWDD periodically sprays its canals and/or rights-of-way for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
- 1.9** The LWDD does not waive sovereign immunity, per section 768.28, Florida Statutes.
- 1.10** As specified by LWDD, permittee shall maintain insurance coverage to the required amounts and limits throughout the duration of the permit.
- 1.11** The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of LWDD including, but not limited to:
a) discharging of debris or aquatic weeds into the works of LWDD; b) causing erosion or shoaling within the works of LWDD; c) planting trees or shrubs or erecting structures which limit or prohibit

access by LWDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the LWDD right-of-way or waterway; e) damaging LWDD berms and levees; f) removing of LWDD owned spoil material; g) removing or damaging LWDD locks, gates, and fencing; h) opening of LWDD rights-of-way to unauthorized vehicular access; or i) running or allowing livestock on the LWDD rights-of-way.

- 1.12** Permittee shall allow all LWDD staff the right to inspect the permitted use at any reasonable time.
- 1.13** Permittee shall allow, without charge or any interference, the LWDD, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting LWDD's routine and emergency, canal operation, maintenance, and construction activities. To the extent there is a conflicting use, the LWDD's use shall have priority over the permittee's use.
- 1.14** This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the LWDD.
- 1.15** If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.
- 1.16** Permittee authorizes the LWDD to record the permit through filing the appropriate notice in the public records of Palm Beach County. Governmental entities and utilities are not subject to this provision.
- 1.17** Permittee shall be responsible for the repair or replacement of any existing facilities located within the LWDD right-of-way which are damaged as a result of construction or maintenance of the authorized facility.
- 1.18** If determined that the permitted use interferes with LWDD's canal maintenance, operations or rehabilitation efforts, permittee agrees that all or part of the permitted use must be removed and/or reconstructed at permittees expense.
- 1.19** The Permittee, assigns or successors in title shall operate and maintain the permitted facilities in perpetuity, and shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred. Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the LWDD has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of an LWDD right-of-way permit, its terms and conditions to prospective purchasers.
- 1.20** Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of permit. Within thirty (30) days of any transfer of interest or control of the subject property, the permittee must notify the LWDD in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. All successors and assigns shall be required to apply for a transfer of permit with LWDD within 60 days of obtaining property or facility. LWDD shall have the right to approve in writing the successors and assigns of transfer of any rights or conditions contained in this permit, which approval shall not be unreasonably withheld. Failure to submit a transfer of permit shall be considered a default of the terms and conditions of this permit and LWDD shall have the right to terminate this permit upon 10 days written notice to permittee. Failure to timely transfer the permit will necessitate Permittee, assigns or successors in title to remove all of the facilities and restore LWDD's right-of-way.
- 1.21** This permit is issued by the LWDD as a license to use or occupy LWDD works or lands. It does not create any right of entitlement, either legal or equitable, to the continued use of the LWDD works or lands. Since this permit conveys no right to the continued use of the works or lands, the LWDD is under no obligation to transfer this permit to any subsequent owner. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risks of loss as a result of the revocation of this permit. The permittee, assigns, or successors shall be responsible for removal of all facilities and restoration of LWDD's right-of-way if the permit is not transferred.
- 1.22** Permittee agrees that no other encroachments and/or facilities shall be located within the right-of-way without prior authorization from LWDD.

- 1.23** It shall be the responsibility of the permittee to locate and protect the underground facilities of the LWDD or those of others prior to and during construction.
- 1.24** Permittee shall take the necessary precautions to prevent turbidity and/or silting upstream or downstream during construction.
- 1.25** All unpermitted facilities installed prior to or during construction must be removed prior to the project's final approval.
- 1.26** The permittee must make a copy of this permit available and/or post at the job site prior to and during any construction. Failure to comply may result in suspension of construction.
- 1.27** Permittee agrees that significant construction shall commence within one year and construction be completed within two (2) years from the date of permit issuance or the permit may terminate and a new permit application must be submitted. The new application must meet current operating policies including current applicable fees. Prior to the expiration date, the permittee may submit a request in writing for an extension of time to commence or complete construction.
- 1.28** Permittee or permittee's representative shall notify the LWDD construction inspector at least forty-eight (48) hours prior to any work to be undertaken within LWDD rights-of-way. All underground installations must be inspected prior to backfilling.
- 1.29** No dewatering into LWDD canals is authorized until written notification of approval from South Florida Water Management District has been submitted to LWDD.
- 1.30** Any non-compliance by the permittee of any condition listed herein will result in the termination of this permit, removal of permitted uses or facilities at the permittees expense, and/or LWDD requesting other jurisdictional agencies to withhold their final approvals.
- 1.31** Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall be signed and sealed by a Florida Professional Engineer and shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. All elevations shall be referenced to N.G.V.D. 1929 (adjusted). In lieu of signed and sealed record drawings utility cable companies may submit, within sixty (60) days of project completion, a project certification stating that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the LWDD. Failure of the permittee to provide these drawings or certification within the time specified may result in LWDD revoking this permit and requesting that all jurisdictional agencies withhold their final approval until the drawings are received and approved by LWDD.
- 1.32** Special Conditions that are specific to the project site and right-of-way usage shall be incorporated into this permit as may be necessary in the best interest of the LWDD.

2.0 Special Conditions

- 2.1** This permit authorizes the Installation of ~1,670 L.F. of One (1) 72" Reinforced Concrete Pipe (RCP) with a FDOT Concrete Endwall within the L-11 Canal from the west side of the Jog Road westward to ~270 L.F. west of Chickasaw Circle for the reconstruction and roadway improvements of Chickasaw Road and the Piping of the L-11 Canal for Phase I and Phase II: Phase I - Removal of the existing Concrete Endwall on the west side of Jog Road and Install 23 L.F. of One (1) 36" RCP to extend the existing 36" RCP under Jog Road and connect to Manhole #10; Installation of One (1) R1-1 Stop Sign within the L-11 Canal Right-of-Way at the SW Quad of Chickasaw Road and Jog Road; Installation of 115 L.F. of 72" RCP from Manhole #10 to Manhole #9; Installation of 48 L.F. of 18" RCP from the north side of Chickasaw Road into the north side Manhole #9; Installation of 71 L.F. of 72" RCP and One (1) 3' Wide Concrete Flume from the south side of Chickasaw Road into the Dry Detention Area between Manhole #9 and Manhole #8; Installation of 47 L.F. of 18" RCP from the north side of Chickasaw Road into the north side of Manhole #8; Installation of 229 L.F. of 72" RCP between Manhole #8 and Manhole #7; Installation of 11 L.F. of 18" RCP into the south side of Manhole #7 and connecting to CS-1 Overflow/Control Structure FDOT Type "E" installed ~11' south of Manhole #7; Installation of 233 L.F. of 72" RCP between Manhole #7 and Manhole #6; Installation of One (1) 3' Wide Concrete Flume from the south side of Chickasaw Road into the Dry Detention Area on the east side of Manhole #6; Installation of 39 L.F. of 18" RCP from an existing Drainage Structure located in the SE Quad of Chickasaw Road and Wry Road into the south side Manhole #6; Installation of One (1) R1-1 Stop Sign within the L-11 Canal Right-of-Way at the SE Quad of Chickasaw Road and Wry Road; Installation of a perpendicular 6" thick sidewalk crossing the L-11 Canal Right-of-Way on the east side of Wry Road; Installation of 93 L.F. of 72" RCP between Manhole #6 and Manhole #5; Installation of One (1) 3' Wide Concrete Flume from the south side of Chickasaw Road into the Dry Detention Area on the east side of Manhole #5; Installation of 71 L.F. of 24" RCP from the NW Quad of Chickasaw Road and Wry Road into the north side of Manhole #5; Installation of 115 L.F. of 72" RCP between Manhole #5 and Manhole #4; Installation of 37 L.F. of 15" RCP from the north side of Chickasaw Road into the north side of Manhole #4; Installation of 156 L.F. of 72" RCP between Manhole #4 and Manhole #3; Installation of 15 L.F. of 18" RCP into the south side of Manhole #3 from CS-2 Overflow/Control Structure FDOT Type "E" installed ~15' south of Manhole #3; Connect existing 18" CMP from the south side of the L-11 Canal into the south side of Manhole #3; Installation of 308 L.F. of 72" RCP between Manhole #3 and the western end of Phase I; Installation of Temporary Rock Rubble Rip-Rap Endall at the west end of Phase I until Phase II is constructed; Installation of Two (2) 3' Wide Concrete Flumes from the south side of Chickasaw Road into the Dry Detention Area on the west and east sides of Chickasaw Circle; Phase II - Installation of 80 L.F. of 72" RCP between the western end of Phase I and Manhole #2; Installation of 63 L.F. of 24" RCP from the north side of Chickasaw Road into the north side of Manhole #2; Installation of 203 L.F. of 72" RCP between Manhole #2 and Manhole #1; Connect existing 24" CMP from the south side of the L-11 Canal into the south side of Manhole #1; Connect existing 36" CMP from the south side of the L-11 Canal into the south side of Manhole #2; Installation of 66 L.F. of 72" RCP with FDOT Concrete Endwall between Manhole #1 and the western end of Phase II; Restore 30 L.F. of Canal Section with Rubble Rip-Rap from the Endwall westward; Installation of Dry Detention Area within the south right-of-way of the L-11 Canal on the south side of the 72" RCP, as represented on the application, plans and/or specifications submitted on October 7, 2021, and the Revised Plans submitted on August 3, 2022.
- 2.2** The permittee or authorized representative shall provide the 48-hour notice prior to construction at <https://www.lwdd.net/48-hour-construction-notice>.
- 2.3** This permit is issued pursuant to the Interlocal Agreement, dated February 1, 2021, between LWDD and City of Greenacres, attached hereto.
- 2.4** Permittee shall comply with all conditions within SFWMD Permit No. 50-106654-P.
- 2.5** Issuance of this permit shall not be construed as a pre-emption of municipal or county regulations requiring that such utilities be installed underground.
- 2.6** This permit grants approval of construction for Phase I of the permitted plans. Construction of Phase II of the Chickasaw Road Reconstruction and L-11 Canal Piping Project cannot begin prior to LWDD's Board of Supervisors approving an Addendum to the existing Interlocal Agreement and a Permit

Modification being issued by LWDD. Phase II begins on the west side of Chickasaw Circle and continues westward for ~270'.

- 2.7 LWDD is aware of the proposed substitution of the structures from an 8x8 box as shown on the permitted plans with an 8x5 or 8x4 box. This substitution is solely up to the decision of the Permittee and their Engineer of Record. Any changes to the above referenced plans in regard to the substitution of the Manhole Structures will be noted and documented in Signed and Sealed As-Built Record Drawings and submitted to LWDD.
- 2.8 The centerline of the 72" RCP Pipe shall be installed a minimum of 8' south of the proposed south edge of pavement, being along the south line of the 30' platted road right-of-way.
- 2.9 Permittee shall furnish to LWDD proof of liability insurance in the minimum amount of \$1,000,000.00 naming LWDD as "Certificate Holder." Such insurance policies shall be kept in full force and effect during the term of the permit authorizing the facility within LWDD right-of-way. The permittee or its successors and/or assigns is responsible for all costs to provide this insurance. Proof of such coverage shall be provided to LWDD annually and as requested at any time during the duration of the permit. Proof of insurance must be provided to LWDD prior to access by any City of Greenacres contractors.
- 2.10 All contractors accessing the right-of-way for the purposes set forth herein shall furnish to LWDD proof of liability insurance in the minimum amount of \$1,000,000.00 naming LWDD as "Additional Insured." Such insurance policies shall be kept in full force and effect during the term of the permit authorizing the facility within LWDD right-of-way. The permittee or its contractors are responsible for all costs to provide this insurance. Proof of insurance must be provided to LWDD prior to access by any City of Greenacres contractors.
- 2.11 Any additional improvements, including vegetation, within the L-11 Canal Right-of-Way and within the Ingress/Egress area will require separate approval and or permits from LWDD.
- 2.12 Permittee agrees to maintain the installed 72" RCP Pipe and its endwalls, and pay all expenses there involved so as to provide at all times that the condition of the pipe remains suitable to facilitate the free flow of water through the pipe and further to maintain and keep said permitted improvements in a good, safe, usable condition and also to keep the permitted improvements in compliance with good engineering standards and to perform all acts of maintenance that LWDD may reasonably require in writing. In the event the permittee fails to perform such maintenance within 30 days after written notice from LWDD demanding same, then LWDD may perform such maintenance or have others perform such maintenance and charge the reasonable and necessary cost of such to the City of Greenacres. Upon notice from the LWDD to the City of Greenacres of such charges incurred by the LWDD for the performance of maintenance, such charges shall become due and payable within thirty (30) days.
- 2.13 Property Owner shall provide a report to LWDD every five years, prepared and signed and sealed by a professional Florida engineer as to the structural integrity of the pipe.
- 2.14 Permittee will be responsible for the removal of any silt and/or sediment as indicated in the pipe inspection report submitted to LWDD every five years.
- 2.15 The perpendicular sidewalk that is proposed within the LWDD right-of-way shall be constructed of six inch (6") thick concrete or to meet LWDD approved alternate loading and material(s). LWDD will not be held responsible or liable for any damage to the sidewalk resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk damage. All repairs are to be the responsibility of the permittee.
- 2.16 Permittee acknowledges that they are responsible for the maintenance of the entire L-11 Canal Right-of-Way, between the west right-of-way of Jog Road, as shown on the Plat of JOG and CHICKASAW, PB 126, PG 6, westward to the southerly extension of the east line of the Plat of POINCIANA PLACE PHASE II-A, PB 35, PG 54. This maintenance includes but is not limited to mowing of the L-11 Canal Right-of-Way and removal of all trash or debris from said right-of-way. Permittee agrees that the L-11 Canal Right-of-Way will be maintained to LWDD standards or better, as determined by LWDD.

- 2.17** Permittee agrees that in the event of an emergency declared by LWDD, permittee shall have contractors cease their work immediately and vacate LWDD right-of-way in order to provide unencumbered access for LWDD.
- 2.18** LWDD is not responsible for damage to any facilities installed by the permittee within the L-11 Canal Right-of-Way that may occur as a result of LWDD responding to an emergency event or during normal maintenance operations, or in the event of permittee default to perform pipe maintenance. Permittee agrees to indemnify and hold LWDD harmless under these conditions.
- 2.19** Permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system. LWDD reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary based on local, SFWMD, USACE, FDEP and/or EPA standards that are required.
- 2.20** Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules, including but not limited to, 40E-4.301, 40E-400.215, and 40E-400.315, Florida Administrative Code, and Section 5.2 of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT Basis of Review. All costs of correcting any violations of SOUTH FLORIDA WATER MANAGEMENT DISTRICT law and rules shall be the exclusive obligation of Property Owner.
- 2.21** Permittee may, at its sole expense, modify the facility involved and installed herein under the condition that same does not unreasonably interfere with LWDD's use of its right-of-way and under the condition that the plans and specifications for such modification have been permitted by LWDD through application of a permit modification.
- 2.22** It shall be the responsibility of the permittee or permittee's contractor(s) installing the above described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods, which would be contrary to the above. The permittee shall also be responsible for the installation of silt screens and/or turbidity barriers as necessary to maintain the clarity of the water. PERMITTEE'S FAILURE TO COMPLY WITH WRITTEN NOTICE OF A VIOLATION OF THE CONDITIONS OF THIS PERMIT SHALL, AFTER FIVE (5) WORKING DAYS, AUTOMATICALLY WITHOUT FURTHER NOTICE VOID THIS PERMIT, BUT NOT THE PERMITTEE'S LIABILITY INVOLVED HEREIN. ANY BOND CONDITIONED BY THIS PERMIT SHALL BE UTILIZED FOR THE RESTORATION OF ANY DAMAGES DONE TO THE CANAL RIGHT-OF-WAY BY THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR(S).
- 2.23** This permit is issued based on the applicant's submitted information which reasonably demonstrates that no adverse water resource related impacts will be caused by the completed permit activity. Should it be determined that adverse impacts caused by the completed surface water management system have taken place, including the discharge of nutrient concentrations to canals that cause an imbalance in natural populations of aquatic flora and fauna, then LWDD shall require the permittee to develop a source control plan [i.e. consisting of chemical treatment and/or implementation of best management practices (BMPs)]. Additionally, LWDD may require the permittee to modify the permit in order to implement components of the source control plan.
- 2.24** Pursuant to the approved plans, the emergency control type structure(s) shall remain closed at all times unless specific written approval is granted by LWDD for its operation. At no time, shall the structure(s) be operated to bypass the water quality detention requirements for the project or to lower the lake levels below the permitted control elevation for the project. If for whatever reason it is determined that the permittee is not complying with the directives of the LWDD, and/or is operating the structure(s) contrary to their intended purpose as an emergency outflow, the structure(s) shall be modified by LWDD to render the emergency structure(s) inoperable. In addition, the emergency structure(s) shall be equipped with a lock mechanism to prevent its unauthorized use, and a staff gauge shall be installed upstream of the structure(s) so that lake levels within the project can be quickly determined. By accepting this permit, the permittee and/or assigns agree to allow LWDD to ingress/egress and render the emergency portion of the structure(s) inoperable for non-compliance or to prevent potential or actual unacceptable adverse impacts.

- 2.25** At the time of installation, a permanent benchmark shall be established at 2nd order, class II or better on top of the control structure(s) with the elevation clearly defined, pursuant to the National Geodetic Survey standards and requirements for leveling.
- 2.26** Where improvements are erected on lots or parcels contiguous to LWDD canals, the permittee shall install gutters and downspouts eliminating surplus water overland flow, assuring the route of said water into the on-site drainage facility and/or storm sewer system.
- 2.27** All underground utility installations in LWDD rights-of-way must have a minimum depth (cover) of thirty-six inches (36") unless an alternate design is approved. All underground utilities placed within LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.
- 2.28** Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

Approved by: Nicole Smith
Nicole Smith
Permit Supervisor

Brian Tilles
Brian Tilles, P.E.
Director of Right-of-Way Regulation

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENACRES, AND LAKE WORTH
DRAINAGE DISTRICT, IMPROVEMENTS TO CHICKASAW ROAD**

THIS INTERLOCAL AGREEMENT is made and entered into this 1st ^{February} ~~January~~ day of ~~January~~, 2021 by and between **THE CITY OF GREENACRES** (hereinafter referred to as the "City"), and **LAKE WORTH DRAINAGE DISTRICT** (hereinafter referred to as the "LWDD").

RECITALS

WHEREAS, LWDD owns and operates the L-11 Canal which consists of fee simple ownership of the 30' Road, Dyke and Ditch Reservation lying between Tracts 39 through 42, Block 22, by virtue of the Quit-Claim Deed dated September 14, 1967, recorded in Official Records Book 1585, Page 505; together with the north 36' of Tract 41, Block 22, by virtue of the Quit-Claim Deed dated March 13, 1920, recorded in Deed Book 113, Page 419, The PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof, recorded in Plat Book 2, Pages 45-54; together with the north 50' of HARWICH COURTS, by virtue of the canal right-of-way dedication therein, according to the plat thereof, as recorded in Plat Book 51, Page 200, dated September 5, 1985, all in the Public Records of Palm Beach County, Florida; and

WHEREAS, Chickasaw Road is a substandard existing paved road that runs west from Jog Road along the north portion of the L-11 Canal, a distance of approximately one-quarter (1/4) mile; and

WHEREAS, Chickasaw Road was constructed in 1978 to provide access to the Chickasaw Manor Subdivision, a subdivision located within the municipal boundaries of the City; and

WHEREAS, Chickasaw Road is located outside the City limits and was never accepted for ownership and maintenance by the City; and

WHEREAS, the City plans to annex the subject area and assume responsibility of the roadway and is planning to make improvements to the roadway; and

WHEREAS, the City desires to generate plans for the design of road improvements to Chickasaw Road to ensure the safe and efficient flow of traffic on Chickasaw Road; and

WHEREAS, the City desires to undertake the construction of the road improvements and maintenance of Chickasaw Road; and

WHEREAS, LWDD desires to coordinate with City in developing the City's design for the road improvements to Chickasaw Road which may include realignment and/or piping of the L-11 Canal to ensure that drainage remains functional and sufficient maintenance access is available; and

WHEREAS, it is the desire of the parties to enter into this Interlocal Agreement to set forth in writing the terms and conditions the resolution of the issues regarding Chickasaw Road and its relationship with the LWDD L-11 Canal right-of-way; and

WHEREAS, WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local 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 to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the Roadway Improvements and clarification of parties' ownership interest, liabilities and responsibilities the parties agree as follows:

1. The recitals set forth above are true and correct and are hereby made a part of this Agreement.
2. City shall develop a design for the construction of roadway improvements of Chickasaw Road subject to LWDD comments and approval.
3. City agrees to evaluate and develop a roadway design that mitigates to the greatest extent possible impacts to drainage conveyance and maintenance of the L-11 Canal.
4. City agrees that roadway design and improvements are subject to all LWDD permit requirements, including drainage connection and piping permits.
5. LWDD agrees to the City's proposed conceptual plan (see attached Exhibit "A") to pipe the L-11 Canal with a minimum 72" Reinforced Concrete Pipe (RCP), the centerline of the pipe to be positioned no closer than 8' to any portion of the proposed south edge of pavement being along the south line of the 30' platted road right-of-way.
6. Upon receipt of the LWDD's approval of the finalized roadway design, the City will prepare a construction estimate for the Chickasaw Road improvements. Subject to the appropriation of sufficient funds by the City's Council and/or funding from other agencies to pay for the construction, the City will request that LWDD transfer ownership of the area that the design depicts as the location of the to-be-constructed Chickasaw Road improvements.
7. Upon finalization of the agreed roadway design and the City's request for transfer of ownership, LWDD will transfer ownership to City of the area that the design depicts as the location of the to-be-constructed Chickasaw Road improvements.
8. Upon receipt of ownership, the City will commence construction of the Chickasaw Road improvements.
9. City will convey to LWDD an access and maintenance easement for the maintenance of LWDD L-11 Canal over the fee simple ownership conveyed to City in paragraph (6) above.
10. LWDD will issue a right of way permit to the City for the piped portion of the L-11 Canal subject to the City maintaining the pipe and right-of-way over the piped area.
11. LWDD and City shall execute any reasonably requested documents to clear any title issues and to verify LWDD ownership interest in the LWDD L-11 Canal.

12. The parties agree from time to time to execute and deliver such further and other documents and to do all matter and things, which may be convenient to more effectively and completely carry out the intentions of this Agreement.
13. This Agreement shall be effective on the date it is last executed by the parties and shall continue until the Project is completed and all obligations of each party hereunder is complete.
14. All notices to be given or delivered by or to any party hereunder, shall be given in writing and shall be (as elected by the party giving such notice) hand delivered by a messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with return receipt requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following as the addresses to which notices shall be delivered.

LWDD: Lake Worth Drainage District
Attn: Tommy Strowd, Executive Director
13081 S. Military Trail
Delray Beach, Florida 33484

Copy: Mark A. Perry, P.A.
88 NE 5th Avenue
Delray Beach, FL 33483

City: City of Greenacres
Attn: City Manager
5800 Melaleuca Lane
Greenacres, FL 33463-2399


Copy: Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

15. This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter.
16. All terms and provisions of the Agreement shall be binding, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors and assigns.
17. This Agreement may be amended or modified at any time in all respects by an instrument in writing, executed by all parties to the Agreement.
18. If any provisions of the Agreement shall be held illegal, inoperative or unenforceable in any context, said provisions shall not affect any other provisions of the Agreement or render other provisions invalid, inoperative or unenforceable.

19. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise out of this Agreement, venue shall lie in Palm Beach County, Florida.


IN WITNESS WHEREOF, the parties hereto have made and caused the Interlocal Agreement to be authorized and duly executed on behalf of the respective entities.

ATTEST:



Tommy B. Strowd, Secretary

**LAKE WORTH DRAINAGE DISTRICT,
A SPECIAL TAXING DISTRICT**

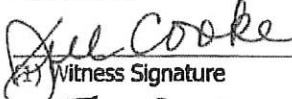
By: 

Stephen Bedner, President

13081 South Military Trail
Delray Beach, FL 33484

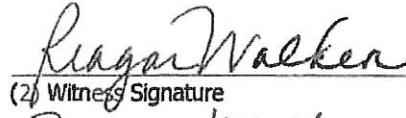
Corporate Seal

WITNESSES:



(1) Witness Signature
Jill Cooke

Printed Name of Witness



(2) Witness Signature
Reagan Walker


Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

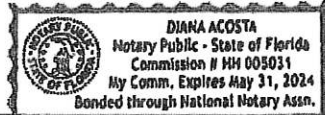
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The foregoing instrument was acknowledged before me by means of physical presence or online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **STEPHEN BEDNER** and **TOMMY B. STROWD**, the President and Secretary respectively, of the **LAKE WORTH DRAINAGE DISTRICT**, both of whom acknowledged executing the foregoing instrument and both of whom are known to me, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 13th day of January, 2021.



NOTARY PUBLIC



Notary Stamp or Seal

Approved by and fully executed
by the City as of:
February 1, 2021

ATTEST:


Quintella Moorers, CMC, City Clerk

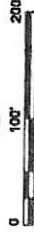
CITY OF GREENACRES,
a municipal corporation of the State of Florida

By: 
Joel Flores, Mayor

Approved as to form and legal sufficiency:

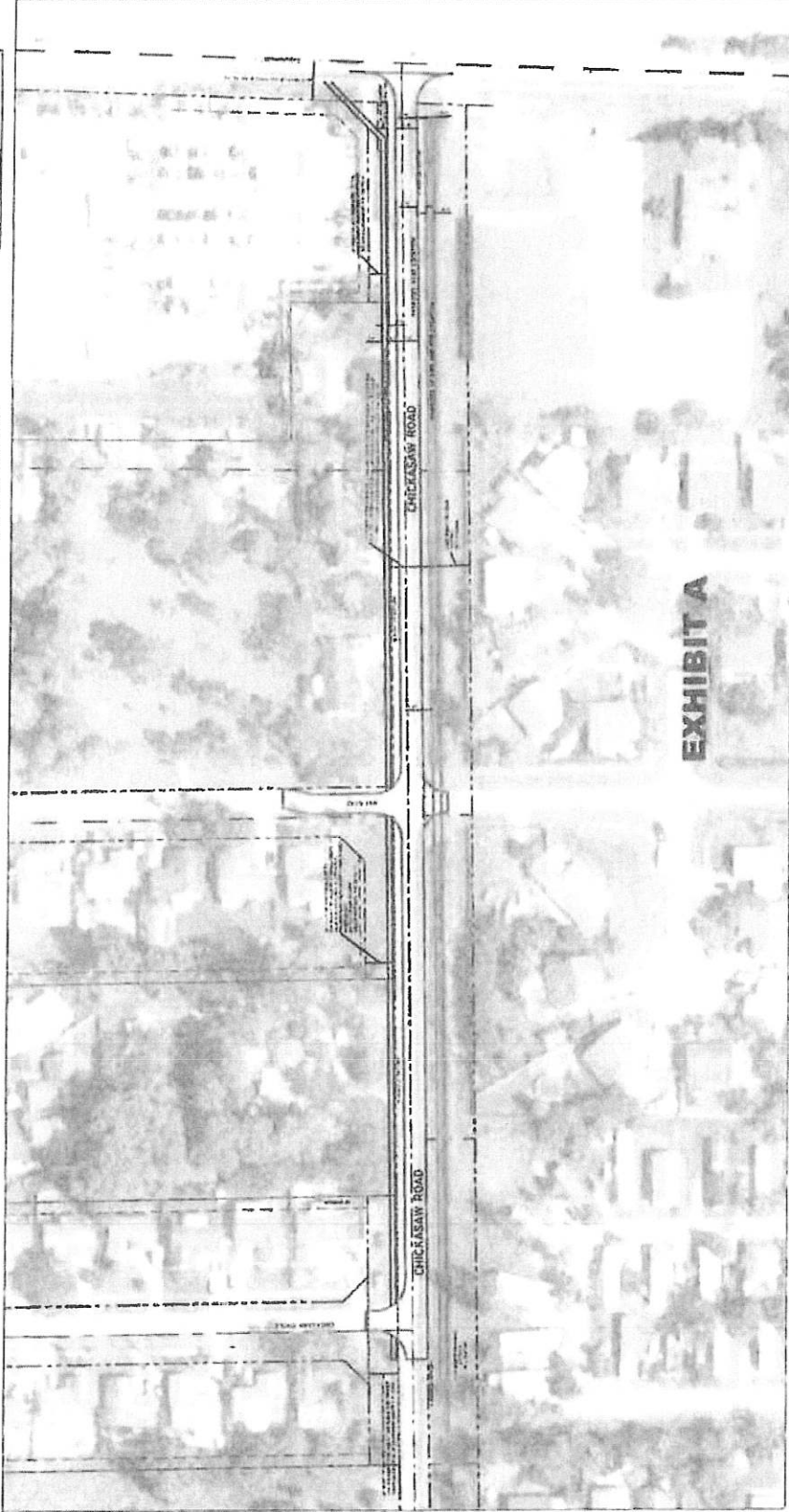

Glen J. Tarcivia, City Attorney





LEGEND:

- PROPOSED CONCRETE WALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED DRAINAGE PIPE
- - - RIGHT OF WAY LINE



CHICKASAW ROAD
 IMPROVEMENTS AND
 L-11 CANAL PIPING
 CITY OF GREENBURG
 PRELIMINARY LAYOUT EXHIBIT A

LEONARD Z. GAMBLE, State of Florida
 Professional Engineer, License No. 65213
 This item has been digitally signed and sealed by
 Leonard Z. Gamble on January 12, 2021.
 Printed copies of this document are not considered
 valid unless the signature must be verified
 on any electronic copy.

CHICKASAW ROAD
 IMPROVEMENTS AND
 L-11 CANAL PIPING
 CITY OF GREENBURG
 PRELIMINARY LAYOUT EXHIBIT A

Exhibit Map



Disclaimer: This map is a conceptual or planning tool only. The Lake Worth Drainage District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property. **Not a Survey.**

Legend

- Right-of-Way Permit
- LWDD Canals
- Township and Range Grid
- Section Grid
- Right of Way Lines

Permit Number: RW-21-0288
 Record Type: Piping
 Permittee: City of Greenacres - Kara L. Irwin-Ferris Planning Director
 Application Name: Chickasaw Road Reconstruction and L-11 Canal Piping

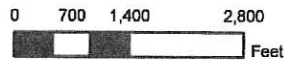
Palm Beach County, FL

Sec/Twp/Rge
22/44/42

Date
2021-10-25

Latitude (DMS): 26° 37m 30s N
Longitude (DMS): 80° 8m 57s W

State Plane Coordinates
X: 934114.04 Y: 833790.71



Lake Worth Drainage District
 13081 S Military Trail
 Delray Beach, FL 33494
 (561) 498-5363

