TOWN OF LOXAHATCHEE GROVES FLORIDA
RESOLUTION NO. 2016-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING THE QUIT CLAIM DEED FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT FOR "F" ROAD AS DESCRIBED HEREIN; PROVIDING AUTHORIZATION FOR THE RECORDING OF THE QUIT CLAIM DEED AND TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District, an independent special district of the State of Florida (hereinafter "LGWCD") has certain real property interests and rights in and to "F" Road, from Southern Boulevard to North Road, which is a public roadway located within the jurisdictional boundaries of the LGWCD, as described in the Quit Claim Deed attached hereto as Exhibit "A" (hereinafter the "Roadway"), and which is also located within the geographical boundaries of the Town of Loxahatchee Groves, a municipal corporation of the State of Florida (hereinafter the "Town"); and

WHEREAS, the Board of Supervisors of the LGWCD and the Town Council of the Town have agreed to the transfer from LGWCD to the Town of all of the rights and interests the LGWCD has in and to the Roadway as provided herein; and

WHEREAS, the Counsel for the LGWCD and the Counsel for the Town have agreed to the form of the Quit Claim Deed which is attached hereto as Exhibit "A", in order to effectuate the agreed upon transfer of LGWCD's road right-of-way interests and rights for the Roadway to the Town, subject to certain conditions as set forth in the Quit Claim Deed relating to LGWCD's continuing ability to carry out its rights and responsibilities as a Water Control District of the State of Florida; and

WHEREAS, the Town Council of the Town hereby finds that it is in the best interests of the Town to accept the attached Quit Claim Deed for the Roadway from the LGWCD, upon authorization of the Board of Supervisors of the LGWCD.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Upon approval by, and delivery from, the Loxahatchee Groves Water Control District, the Town Council of the Town of Loxahatchee Groves hereby accepts the Quit Claim Deed attached hereto as Exhibit "A" for "F" Road as described in the attached Quit Claim Deed.

Section 3. The Town Manager and Town Attorney are authorized to record the subject Quit Claim Deed for the Roadway and to otherwise take all action necessary to effectuate the intent of this Resolution.

Section 4. The Town accepts the responsibility for the construction, operation, maintenance, and repair of the roads and other property described in the attached Quit Claim Deed for the Roadway.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall become effective upon adoption.

Council Member JARRIEL offered the foregoing resolution. Council Member LIANG seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
DAVIS BROWNING, MAYOR	☑	☐	☐
TOM GOLTZENÉ, VICE MAYOR	☑	☐	☐
RON JARRIEL, COUNCIL MEMBER	☑	☐	☐
RYAN LIANG, COUNCIL MEMBER	☑	☐	☐
TODD MCLENDEN, COUNCIL MEMBER	☑	☐	☐

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida on this 19th day of JULY 2016.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Virginia M. Walton
TOWN CLERK

David Browning
Mayor David Browning

Tom Goltz
Vice Mayor Tom Goltzene

Ronald Jarriel
Councilman Ron Jarriel

APPROVED AS TO LEGAL FORM:

Office of Town Attorney

Ryan Liang
Councilman Ryan Liang

Councilman Todd McLendon

This instrument prepared by
and return to:

John A. Weig, Esq.
Caldwell Pacetti Edwards Schoech & Viator P.A.
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed is being executed on this ____ day of _____, 2016, by the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida,** whose address is 101 West "D" Road, Loxahatchee, Florida 33470 (hereinafter referred to as the "Grantor"), to the **TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida,** whose address is 155 "F" Road, Loxahatchee Groves, Florida 33470 (hereinafter referred to as the "Grantee").

(Whenever used herein, the terms Grantor and Grantee shall include all the parties to this instrument, and their respective heirs, legal representatives, successors, and assigns.)

Witnesseth: That the said Grantor, for and in consideration of the sum of Ten and no/100's Dollars ($10.00), and other good and valuable considerations, to said Grantor, in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and quit-claim unto the said Grantee, and its successors and assigns, forever, all of the right, title, interest, claim, and demand which the Grantor has in and to the following described real property (hereinafter referred to as the "Property"), located in Palm Beach County, Florida, to wit:

See the Legal Description which is contained on **EXHIBIT "A"**
which is attached hereto and incorporated herein by this reference

Subject to all of the Limitations and Conditions and other matters which are listed on **EXHIBIT "B"** which is attached hereto and incorporated herein by this reference.

To Have and to Hold, the same, together with, all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or in equity, subject to the matters referred to herein, to the proper use, benefit and behalf of the Grantee, and its successors and assigns, forever.

In Witness Whereof, the said Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida

By: _____

_____, Chairman

_____
Witness Signature

_____
Print Name

_____
Witness Signature

_____
Print Name

ATTEST:

By: _____

_____, Secretary

(DISTRICT SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as the Chairman, of the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT, an independent special district of the State of Florida**, on behalf of the said District, who ( ) is personally known to me or ( ) has produced _____ as identification.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

ACCEPTED BY GRANTEE:

By Resolution of the Town of Loxahatchee Groves,

a municipal corporation of the State of Florida,

under Resolution No. _____, adopted on

the ____day of _____, 2016.

EXHIBIT "A"
LEGAL DESCRIPTION

[See Attached]

EXHIBIT "A"

LEGAL DESCRIPTION – "F" Road

All real property interests and rights owned and held by the Loxahatchee Groves Water Control District, an independent special district of the State of Florida, in and to those certain tracts or areas of land located within that certain "Replat of Loxahatchee District Subdivision Loxahatchee Groves" as recorded on June 5, 1925, in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, which are described as follows:

From Southern Boulevard to Collecting Canal Road

That portion of Block "K", between Lots 5 and 6, depicted as "Roads" on said "Replat of Loxahatchee District Subdivision Loxahatchee Groves", less that portion transferred to the State of Florida by Right Of Way Map, State Road No. 80, Section 93120-2538, dated February 11, 1986; and

From Collecting Canal Road to Okeechobee Boulevard

Being a 3.029 acre (131,932 square feet) tract of land situated in the Town of Loxahatchee Groves, Palm Beach County, Florida, Sections 28 & 33, Township 43 S., Range 41 E. within said "Replat of Loxahatchee District Subdivision Loxahatchee Groves":

BEGINNING at the intersection of the South right-of-way line of Okeechobee Blvd. (100 feet wide) and the East right-of-way line of F Road (60 feet wide);

Thence S 89°29'31" E, 3.79 feet along the South right-of-way line of said Okeechobee Blvd.;

Thence Southerly along the East "Limits of Maintenance" for said F Road as depicted on that certain "Maintenance Map For Portions Of "F" Road From Southern Blvd. to (South) North Road" as recorded on September 29, 2015 in Road Book 11, Page 162, of the Public Records of Palm Beach County, Florida, the following courses and distances:

1) S 02°55'00" W, 336.49 feet; 2) S 02°16'18" W, 2158.25 feet; 3) S 00°55'23" W, 64.44 feet;
4) S 02°56'51" W, 73.90 feet; 5) S 02°18'43" W, 344.58 feet; 6) S 02°37'25" W, 65.62 feet;
7) S 02°16'10" W, 330.04 feet; 8) S 12°11'01" E, 8.87 feet; 9) S 01°10'57" W, 43.61 feet;
10) S 19°58'59" W, 7.02 feet; 11) S 02°19'00" W, 175.64 feet; 12) S 01°32'04" E, 22.41 feet;
13) S 02°19'08" W, 121.10 feet; 14) S 03°15'13" W, 126.59 feet; 15) S 02°16'18" W, 38.74 feet;
16) S 01°15'42" W, 80.82 feet; 17) S 02°25'39" W, 229.01 feet; 18) S 29°37'54" E, 12.54 feet;
19) S 05°11'40" W, 46.39 feet; 20) S 05°26'25" W, 48.52 feet; 21) S 02°10'02" W, 87.26 feet;
22) S 01°46'51" W, 254.22 feet; 23) S 03°23'13" W, 66.02 feet; 24) S 02°56'36" W, 169.42 feet;
25) S 02°04'45" W, 242.56 feet; 26) S 02°34'59" W, 66.57 feet; 27) S 03°09'56" W, 110.47 feet;
28) S 02°01'36" W, 305.39 feet; 29) S 02°01'02" W, 335.21 feet; 30) S 01°29'32" W, 188.16 feet;
31) S 02°13'08" W, 162.72 feet; 32) S 00°17'11" E, 100.00 feet; 33) S 03°29'58" E, 27.85 feet;
34) S 16°18'06" W, 22.09 feet; 35) S 00°54'08" E, 12.70 feet; 36) S 33°26'06" E, 18.69 feet;
37) S 63°52'54" E, 12.62 feet;

From Collecting Canal Road to Okeechobee Boulevard (continued)

Thence S 01°52'38" W, 21.94 feet along the East edge of the existing pavement of Collecting Canal Road to a point on the North right-of-way line of Collecting Canal (60 feet wide);

Thence N 89°12'41" W, 59.61 feet along said North right-of-way line;

Thence Northerly along the West edge of the existing pavement of said Collecting Canal Road the following courses and distances:

1) N 58°22'11" W, 5.92 feet; 2) N 89°03'38" W, 28.66 feet; 3) N 00°57'13" E, 17.42 feet;

4) N 87°01'44" E, 28.17 feet; 5) N 66°47'07" E, 14.00 feet;

Thence Northerly along the West edge of the existing pavement of said F Road the following courses and distances:

1) N 32°33'10" E, 17.75 feet; 2) N 04°59'17" E, 33.93 feet; 3) N 01°32'37" E, 121.75 feet;

4) N 01°50'39" E, 357.66 feet; 5) N 02°08'32" E, 512.29 feet; 6) N 02°05'40" E, 230.92 feet;

7) N 03°01'26" E, 75.83 feet; 8) N 02°06'03" E, 211.96 feet; 9) N 03°11'37" E, 167.66 feet;

10) N 02°07'05" E, 104.44 feet; 11) N 01°51'55" E, 246.09 feet; 10) N 02°06'54" E, 109.20 feet;

13) N 01°11'05" E, 79.80 feet; 14) N 02°17'50" E, 330.31 feet; 15) N 02°21'54" E, 254.45 feet;

16) N 02°09'30" E, 283.33 feet; 17) N 01°54'59" E, 300.54 feet; 18) N 02°38'14" E, 266.67 feet;

19) N 02°04'52" E, 303.47 feet; 20) N 02°16'42" E, 297.32 feet; 21) N 01°58'12" E, 398.24 feet;

22) N 02°24'28" E, 283.48 feet; 23) N 02°33'04" E, 320.16 feet; 24) N 01°30'00" E, 81.37 feet;

25) N 02°09'09" E, 418.00 feet;

Thence N 02°26'03" E, 692.22 feet continuing along the West edge of the existing pavement of said F Road to a point on the South right-of-way line of said Okeechobee Blvd.;

Thence S 89°29'31" E, 19.54 feet along said South right-of-way line to the **POINT OF BEGINNING;** and

From Okeechobee Boulevard to North Road

Being a 2.363 acre (102,949 square feet) tract of land situated in the Town of Loxahatchee Groves, Palm Beach County, Florida, Section 21, Township 43 S., Range 41 E within said "Replat of Loxahatchee District Subdivision Loxahatchee Groves":

BEGINNING at the intersection of the North right-of-way line of Okeechobee Blvd. (100 feet wide) and the East right-of-way line of F Road (60 feet wide);

Thence N 89°32'01" W, 16.64 feet along said North right-of-way line;

Thence Northerly along the West edge of the existing pavement of said F Road the following courses and distances:

From Okeechobee Boulevard to North Road (continued)

1) N 17°18'41" E, 2.86 feet; 2) N 02°09'34" W, 35.83 feet; 3) N 01°48'35" E, 181.13 feet;

4) N 02°12'24" E, 270.09 feet; 5) N 02°24'22" E, 521.66 feet; 6) N 02°24'03" E, 508.24 feet;

7) N 02°13'26" E, 646.61 feet; 8) N 02°39'21" E, 50.28 feet; 9) N 02°15'26" E, 616.50 feet;

10) N 02°33'49" E, 58.80 feet; 11) N 02°21'04" E, 741.29 feet; 12) N 01°31'38" E, 136.19 feet;

13) N 02°31'58" E, 209.76 feet; 14) N 02°17'15" E, 155.84 feet; 15) N 01°33'15" E, 38.34 feet;

16) N 02°24'44" E, 131.87 feet; 17) N 02°15'03" E, 464.44 feet; 18) N 02°26'43" E, 182.13 feet;

19) N 01°27'01" E, 164.77 feet; 20) N 18°21'21" W, 20.64 feet; 21) N 48°15'59" W, 16.63 feet;

22) N 70°34'21" W, 15.33 feet;

Thence N 12°57'36" W, 19.98 feet continuing along the West edge of the existing pavement of said F Road to the intersection of the South right-of-way line of North Road and the West right-of-way line of said F Road;

Thence N 89°25'04" E, 111.21 feet along North edge of the existing pavement of said North Road;

Thence S 01°20'16" E, 16.70 feet along East edge of the existing pavement of said North Road;

Thence S 88°44'56" W, 19.23 feet along the South edge of the existing pavement of said North Road;

Thence Southerly along the East "Limits of Maintenance" for said F Road as depicted on that certain "Maintenance Map For Portions Of "F" Road From Southern Blvd. to (South) North Road" as recorded on September 29, 2015 in Road Book 11, Page 162, of the Public Records of Palm Beach County, Florida, the following courses and distances:

1) S 60°32'44" W, 22.18 feet; 2) S 35°58'02" W, 13.09 feet; 3) S 10°28'27" W, 24.20 feet;

4) S 02°48'53" W, 240.29 feet; 5) S 02°48'10" W, 114.81 feet; 6) S 02°16'18" W, 437.85 feet;

7) S 01°28'31" W, 175.98 feet; 8) S 03°03'29" W, 178.25 feet; 9) S 01°51'04" W, 334.07 feet;

10) S 02°00'04" W, 128.88 feet; 11) S 02°15'41" W, 461.26 feet; 12) S 03°10'41" W, 198.01 feet;

13) S 01°39'32" W, 315.13 feet; 14) S 03°49'37" W, 118.36 feet; 15) S 02°19'52" W, 163.88 feet;

16) S 02°16'18" W, 2095.31 feet; 17) S 01°52'18" W, 69.83 feet; 18) S 00°59'25" E, 40.51 feet;

19) S 16°58'41" E, 23.63 feet; 20) S 38°50'49" E, 19.13 feet;

Thence S 57°22'51" E, 1.99 feet to a point on the North right-of-way line of said Okeechobee Blvd.;

Thence N 89°32'01" W, 24.89 feet along said North right-of-way line to the **POINT OF BEGINNING.**

EXHIBIT "B"
LIMITATIONS AND CONDITIONS

Grantor and Grantee acknowledge, covenant, and agree that this conveyance is being made and given by the Grantor, and is being accepted and received by the Grantee, subject to and subordinate to the following limitations and conditions and other matters listed below:

1) This conveyance is subject to all restrictions, reservations, easements, limitations, and all other matters of record, if any, provided that this reference shall not serve to reimpose the same;

2) This conveyance is being made without any statutory, express, or implied warranties or guarantees of any nature whatsoever and the acceptance of the Property by the said Grantee shall be without recourse as to the said Grantor;

3) This conveyance is being made to the extent that the said Grantor has the legal right and authority to make and grant this conveyance of the Property to the Grantee herein;

4) This conveyance is subject to and subordinate to all rights and interests of the Grantor, Loxahatchee Groves Water Control District, an independent special district of the State of Florida, in and to the Property, in order to carry out its rights, responsibilities, and duties under its Enabling Legislation and the laws of the State of Florida;

5) This conveyance is subject to and subordinate to, and Grantor specifically reserves for itself, and its successors and assigns, all rights and interests it may have in and to any utilities, improvements, facilities, or any other works which may be located over, upon, under, through, across, or within the Property, including the right to construct, install, maintain, repair, upgrade, improve, remove, operate, and have access to any existing or future utilities, improvements, facilities, or works over, upon, under, through, across, or within the Property. If either Grantor or Grantee wishes to connect to, modify, install any works or facilities therein, or in any other manner to affect or impact any existing or future utilities, improvements, facilities, or works of the other party hereto, then the party seeking to cause such impact shall be required to first request and obtain a permit from the other party hereto prior to the implementation of any such activity or works. If any existing or future facility or improvement of either the Grantor or the Grantee located over, upon, under, through, across, or within the Property is damaged as a result of the other party's usage or exercise of any rights herein granted or otherwise, then the party which caused such damage shall be obligated, at its sole cost and expense, to timely repair and restore the damaged facility or improvements in a proper and competent manner to a condition substantially similar to that which existed prior to such damage;

6) This conveyance does not include, is subject to and subordinate to, and Grantor specifically excludes and reserves for itself, and its successors and assigns, all rights, title, and interests it has or may have in and to any canals, drainage ditches, levees, dikes, bridges, pipes, pumps, or any other drainage, water or flood control or management structures, facilities, improvements, or any other works, including any appurtenant utilities, landscaping, irrigation systems, lighting, or other improvements, which may be located over, upon, under, through, across, or within the Property, or located outside of the Property, including the right to construct, install, maintain, repair, upgrade, improve, remove, operate, and have access to any such existing or future canals or water control facilities or other works, located over, upon, under, through, across, or within the Property, or outside of the Property. If Grantee wishes to connect to, modify, install any facilities therein, or in any other manner to affect or impact any such existing or future canals or water control facilities or other works of Grantor, then Grantee shall be required to first request and obtain a permit from Grantor prior to the implementation of any such activity or works. If any such existing or future canals or water control facilities or other works of Grantor located over, upon, under, through, across, or within the Property, or located outside of the Property, are damaged as a result of Grantee's usage or exercise of any rights herein granted or otherwise, then Grantee shall be obligated, at its sole cost and expense, to timely repair and restore the damaged facility or work in a proper and competent manner to a condition substantially similar to that which existed prior to any such damage;

7) This conveyance is subject to and subordinate to, and Grantor specifically reserves for itself, and its successors and assigns, all rights, title, and interests it may have in and to the Property, in order to operate, maintain, construct, install, repair, upgrade, improve, remove, and have access to any of its existing or future canals, drainage ditches, levees, dikes, bridges, pipes, pumps, or any other drainage, water or flood control or management structures, facilities, improvements, or any other works, including any appurtenant utilities, landscaping, irrigation systems, lighting, or other improvements, which may be located over, upon, under, through, across, or within the Property, or located outside of the Property, including the right to utilize the Property, have access and ingress and egress to the Property for personnel, machinery, and maintenance equipment, and to temporarily restrict access to the Property to carry out its above-stated responsibilities; and

8) The intent and purpose of this conveyance is to convey, assign, and quit-claim all of the District's real property interests and rights to the Town to and for the Property described on Exhibit "A" attached herewith, to the extent that the District has the legal authority to do so, while recognizing and preserving the District's rights and interests in and to the Property, in any utilities or facilities which may be located therein, and in any canals or water control facilities or other works of the District located within or outside of the Property, so that the District can carry out its water control and drainage and other duties and responsibilities in accordance with its Enabling Legislation and the laws of the State of Florida.