

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

RESOLUTION NO. 2013 – 03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING THE QUIT CLAIM DEEDS FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT FOR COMPTON ROAD AND MARCELLA BOULEVARD; PROVIDING FOR THE RECORDING OF THE QUIT CLAIM DEEDS AND AUTHORIZATION TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, prior to the incorporation of the Town, certain Public Right of Way Easements for Compton Road and Marcella Boulevard were accepted by the Loxahatchee Groves Water Control District (“LGWCD”) on behalf of the public, whereby perpetual easements for public rights of way were dedicated by property owners along those roadways; and,

WHEREAS, the Board of Supervisors for the LGWCD and the Town Council of the Town of Loxahatchee Groves, have agreed to the transfer of any rights the LGCWD has in Compton Road and Marcella Boulevard to the Town; and,

WHEREAS, the counsel for the Town and the LGWCD have agreed to the forms of Quit Claim Deeds, attached hereto, to effectuate the agreed upon transfer of roadway rights from the LGWCD to the Town subject to certain conditions as set forth in the Quit Claim Deeds relating to the LGWCD’s continuing ability to fulfill its duties as a water control district; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves hereby finds it in the best interest of the Town to accept the Quit Claim Deeds for Compton Road and Marcella

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Boulevard from the LGWCD upon the authorization of the Board of Supervisors for 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 Water Control District, the Town Council hereby accepts the following Quit Claim Deeds:

- a. Quit Claim Deed for Compton Road, the form of which is attached hereto as Exhibit "A".
- b. Quit Claim Deed for Marcella Boulevard, the form of which is attached hereto as Exhibit "B".

Section 3. The Town Manager and Town Attorney are authorized to record the Quit Claim Deeds and to otherwise take all steps 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 property described in the subject Quit Claim Deeds for Compton Road and for Marcella Boulevard.

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 All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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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 application, it shall not affect the validity of the remaining portions or applications of this Resolution.

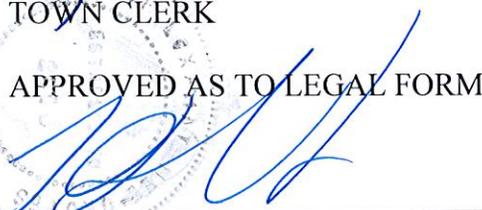
Section 7. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 4th day of June, 2013.

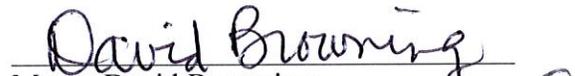
ATTEST:

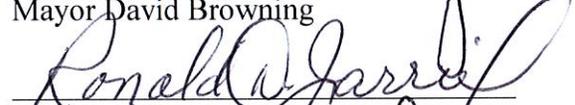

TOWN CLERK

APPROVED AS TO LEGAL FORM:


Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES,
FLORIDA


Mayor David Browning


Vice Mayor Ron Jarriel


Council Member Goltzene

not present
Council Member Liang


Council Member Rockett

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 _____, 2013, 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 14579 Southern Boulevard, Suite 2, 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

Witness Signature

By: _____

_____, Chairman

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 _____, 2013, 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 _____, 2013.

EXHIBIT "A"
LEGAL DESCRIPTION

All of those public right-of-way easements owned and held by the Loxahatchee Groves Water Control District, an independent special district of the State of Florida, obtained by virtue of those certain Public Right-of-Way Easements granted in favor of said District previously recorded in the Public Records of Palm Beach County, Florida, which are located over, upon, under, through, and across that certain road right-of-way located within said District and within the Town of Loxahatchee Groves, Palm Beach County, Florida, which is known as Compton Road.

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; and
- 6) The intent and purpose of this conveyance is to assign, transfer, and quit-claim all of the existing recorded Public Right-of-Way Easements held by the District to and for Compton Road to the Town, to the extent that the District has the legal authority to do so, while recognizing and preserving the District's rights and interests in the Property and in any utilities or facilities which may be located therein, so that the District can carry out its water control and drainage duties and responsibilities in accordance with its Enabling Legislation and the laws of the State of Florida.

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 _____, 2013, 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 14579 Southern Boulevard, Suite 2, 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

Witness Signature

By: _____

_____, Chairman

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 _____, 2013, 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:

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; and
- 6) The intent and purpose of this conveyance is to assign, transfer, and quit-claim all of the existing recorded Public Right-of-Way Easements held by the District to and for Marcella Boulevard to the Town, to the extent that the District has the legal authority to do so, while recognizing and preserving the District's rights and interests in the Property and in any utilities or facilities which may be located therein, so that the District can carry out its water control and drainage duties and responsibilities in accordance with its Enabling Legislation and the laws of the State of Florida.