TOWN OF LOXAHATCHEE GROVES
FLORIDA

RESOLUTION NO. 2013 –09

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 PORTIONS OF NORTH "A" ROAD, SOUTH "C" ROAD, NORTH "C" ROAD, AND NORTH "D" ROAD AS LEGALLY DESCRIBED IN THE QUIT CLAIM DEED, ATTACHED HERETO AS EXHIBIT "1"; PROVIDING FOR THE RECORDING OF THE QUIT CLAIM DEED AND AUTHORIZATION TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR MATTERS RELATING TO THE ROADS; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District ("LGWCD") has historically had rights to use, maintain and improve certain public roads within the geographical boundaries of the Town; and,

WHEREAS, pursuant to Laws of Florida Chapter 2011-257, portions of North "A" Road, South "C" Road, North "C" Road, and North "D" Road as legally described in the Quit Claim Deed attached hereto as Exhibit "1", were resurfaced by the LGWCD; 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 rights the LGCWD has in portions North "A" Road, South "C" Road, North "C" Road, and North "D" Road, as legally described in the Quit Claim Deed attached hereto as Exhibit "1", to the Town; and,

WHEREAS, the counsel for the Town and the LGWCD have agreed to the form of Quit Claim Deed, attached hereto as Exhibit "1", 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

Deed 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 Deed for portions of North "A" Road, South "C" Road, North "C" Road, and North "D" Road, as legally described in the Quit Claim Deed, 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 Groves Water Control District, the Town Council hereby accepts the Quit Claim Deed, attached hereto as Exhibit "1" for portions of North "A" Road, South "C" Road, North "C" Road, and North "D" Road, as legally described in the Quit Claim Deed.

Section 3. The Town Manager and Town Attorney are authorized to record the Quit Claim Deed 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 Deed for the portions of North "A" Road, South "C" Road, North "C" Road, and North "D" Road described within the Quit Claim Deed.

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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 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 6th day of August, 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

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

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 _____, 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 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 those certain tracts or areas of land which are shown and identified as the "Road Maintenance Area" on those certain Maintenance Maps filed and recorded by the Loxahatchee Groves Water Control District, including those certain easements for public roads dedicated to the public pursuant to and in accordance with Chapter 2011-257, Laws of Florida, which are shown and identified as the "Area Dedicated as Public Road Easement" and which are described in the Legal Descriptions on such Maintenance Maps, and also including those certain areas or tracts of land which are shown and identified as the "Road Maintenance Area" but are located within a portion of the 60-foot platted Right-of-Way for canals and drainage ditches and roads as shown on such Maintenance Maps, which Maintenance Maps are listed as follows:

1) "Loxahatchee Groves Water Control District Maintenance Map for North "A" Road from Okeechobee Blvd. to North Road Together with a Portion of North Road in Loxahatchee Groves Replat," as recorded on November 3, 2011, in Road Plat Book 10, Pages 132 to 142, inclusive, of the Public Records of Palm Beach County, Florida;

2) "Loxahatchee Groves Water Control District Maintenance Map for South "C" Road from Collecting Canal Road to Okeechobee Boulevard Together with a Portion of Collecting Canal Road in Loxahatchee Groves Replat," as recorded on November 3, 2011, in Road Plat Book 10, Pages 143 to 152, inclusive, of the Public Records of Palm Beach County, Florida;

3) "Loxahatchee Groves Water Control District Maintenance Map for North "C" Road from Okeechobee Blvd. to North Road Together with a Portion of North Road in Loxahatchee Groves Replat," as recorded on November 3, 2011 in Road Plat Book 10, Pages 153 to 165, inclusive, of the Public Records of Palm Beach County, Florida; and

4) "Loxahatchee Groves Water Control District Maintenance Map for North "D" Road from Okeechobee Blvd. to North Road Together with a Portion of North Road in Loxahatchee Groves Replat," as recorded on November 3, 2011, in Road Plat Book 10, Pages 166 to 178, inclusive, of the Public Records of Palm Beach County, Florida.

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 public roadways which were paved in accordance with and pursuant to Chapter 2011-257, Laws of Florida, 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.