

RESOLUTION NO. 01-01-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KREUSLER VI, LLC TO ESTABLISH A TEMPORARY CONSTRUCTION EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town previously determined that there is a need to replace a storm water outfall structure located adjacent to 537 Northlake Boulevard, North Palm Beach, Florida (the “Property”); and

WHEREAS, in order to complete the construction project, the Town requires the establishment of a temporary construction easement for use by its construction contractor; and

WHEREAS, the owner of the Property (the “Grantor”) has agreed to grant such an easement, in exchange for access to the drainage structure for the purposes of draining storm water from the Property; and

WHEREAS, in addition to granting such easement, the Grantor has agreed to pay the Town, in perpetuity, on or before the 1st day of October of every calendar year, a storm water utility fee equivalent to the rate associated with 2.91 Equivalent Storm Water Units (ESUs); and

WHEREAS, Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to accept the easement grant, for the purposes of completing construction.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to execute a contract with the Grantor to establish a temporary construction easement. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>absent at time of vote</u>	<u>—</u>
COMMISSIONER ANNE LYNCH	<u>/</u>	<u>—</u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution 01-01-19 duly passed and adopted this 2 day of January, 2019.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Prepared by & Return to:
Thomas J. Baird, Esquire
Jones, Foster, Johnston & Stubbs, P.A.
4741 Military Trail, Suite 200
Jupiter, Florida 33458

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Easement") is made this 2 day of January 2018, 2018 by KREUSLER VI LLC, a Florida limited liability company ("Grantor") whose address is 1925 North Flagler Drive, Ste. 1, West Palm Beach Florida 33407, in favor of the TOWN OF LAKE PARK, a municipal corporation of the State of Florida ("Grantee") whose address is 535 Park Avenue, Lake Park, FL 33403.

WITNESSETH THAT:

A. Grantor is the owner of that certain land situate, lying and being in the Town of Lake Park, County of Palm Beach, State of Florida and being more particularly described on Exhibit "A" attached hereto (the "Property")

B. Grantor has agreed to grant this Easement over and across the portion of the Property legally described on Exhibit "B" attached hereto ("The Easement Property") for the benefit and use of the Town, its employees, agents and Contractors, so that a storm water outfall and pipe located at the rear of the property can be repaired, subject to the terms and conditions set forth below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein.

2. **Grant of Access Easement.** Grantor hereby grants to Grantee, for the benefit of Grantee and its employees, agents, and Contractors, a 9 month Temporary Construction Easement for the purpose of repairing a storm water outfall and pipe located at the rear of the Property.

3. **Easements of Record.** The parties agree and acknowledge that all rights granted herein are subject to any existing easements of record related to the Property.

4. **Payment of storm water utility fee.** Grantor agrees to pay the Grantee's storm water utility fee, on or before October 1 of every calendar year for as long as the Town

assesses a storm water utility fee. The fee to be paid is 2.91 Equivalent Stormwater Units (ESUs), at the rate established by the Town Commission pursuant to its resolution. In exchange for the payment of the fee, the Grantee will provide the Property with access to the Grantor's drainage pipe, at no further cost to the Grantor.

5. **Maintenance.** During the term of this Easement, the easement lands shall be maintained by Grantee, at Grantee's sole cost and expense. Upon the termination of this Easement, Grantee shall cause the Easement Lands to be in essentially the same condition as existed on the date of this Easement.

6. **Indemnification.** Each of Grantor and Grantee agrees to indemnify, defend and hold the other party and its agents and employees harmless from any damage, loss, cost, expense (including, without limitation, reasonable costs, attorneys' fees and paraprofessional fees pretrial, at trial and at all levels of proceedings, including appeals), or claims of damage to property, personal injury, death or other matters caused directly or indirectly by or arising from the acts or omissions of such party or its contractors, subcontractors, agents, invitees, or employees in connection with the use of the Easement Area; provided, however, the foregoing indemnity shall not apply with respect to any losses to the extent that such losses are the results of any acts or omissions on the part of the other party or any of its contractors, subcontractors, agents, invitees, or employees. *Provided however, that the indemnification agreed to herein by Grantee shall not be construed as a waiver of the sovereign immunity protections afforded to the Grantee by Florida law.*

7. **Modifications.** This Easement may only be modified, amended or terminated by the written agreement of Grantor and Grantee, or their successors and assigns, which instrument is recorded in the Public Records of Palm Beach County, Florida.

8. **Governing Law, Jurisdiction and Venue.** This Easement shall be construed in accordance with the laws of the State of Florida. Any dispute regarding this Easement shall be brought in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

9. **Severability.** The invalidity of any provision of this Easement shall not affect the validity of any other provision of this Easement.

10. **Entire Agreement.** This Easement contains the complete understanding and agreement of the parties with respect to the matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11. **Counterparts; Electronic Signatures.** This Easement may be executed counterparts, each of which shall be deemed an original, a complete set of which shall constitute one and the same instrument. Executed copies of this Easement may be delivered between the parties via electronic means including facsimile and/or electronic mail.

12. **JURY TRIAL WAIVER.** THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT AND AGREE THAT ANY DISPUTE WILL BE RESOLVED BY THE COURT WITHOUT A JURY.

13. **ADVICE OF COUNSEL.** EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTION GOVERNED BY THIS EASEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF SECTION 13, WHICH CONCERNS THE WAIVER OF A RIGHT TO TRIAL BY JURY.

14. **TERMS EXTENDING BEYOND THE TEMPORARY EASEMENT.** The parties agree that the terms recited in paragraph 4 shall remain in effect after the expiration of this Temporary Construction Easement Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the said Grantor has caused this Easement to be executed as of the date and year first above written.

Executed in the presence of:

KREUSLER VI, LLC
a Florida limited liability company

[Signature]
Witness Andrew Helgesen

By: Kathleen Kelly
Name:
Title: MANAGER

[Signature]
Witness Susan Tornabene

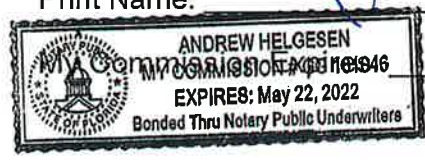
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 16 day of November, 2018 by Kathleen Kelly as manager of **KREUSLER VI, LLC**, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Print Name: _____

[NOTARY SEAL]



IN WITNESS WHEREOF, the said Grantee has caused this Easement to be executed as of the date and year first above written.

Executed in the presence of:

TOWN OF LAKE PARK, a municipal corporation of the State of Florida

Vivian Mundy
Witness

By: *[Signature]*

Name: Michael O'Rourke

Title: Mayor

Witness

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 3 day of January, 2019 by Michael O'Rourke as Mayor of **TOWN OF LAKE PARK**, a municipal corporation of the State of Florida. He/she is [] personally known to me or [] has produced _____ as identification.

Shaquita Edwards
Notary Public, State of Florida

Print Name: Shaquita Edwards

My Commission Expires: 06/20/20



Shaquita Edwards
Commission # GG003813
Expires JUNE 20, 2020
Bonded thru Aaron Notary

FOR: TOWN OF LAKE PARK

SKETCH AND DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT LOT 14, BLOCK 55

LEGAL DESCRIPTION:

A PORTION OF LOT 14, BLOCK 55, VILLAGE OF NORTH PALM BEACH PLAT NO. 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 14, SAID CORNER LYING ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS NORTH 27°43'20" EAST FROM THE LAST DESCRIBED POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH BOUNDARY OF SAID LOT 14, HAVING A RADIUS OF 715.00 FEET, THROUGH A CENTRAL ANGLE OF 02°11'29", FOR AN ARC DISTANCE OF 27.35 FEET; THENCE SOUTH 24°11'46" WEST ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.55 FEET; THENCE SOUTH 49°45'56" WEST, A DISTANCE OF 8.02 FEET; THENCE NORTH 81°55'15" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 08°04'45" WEST ALONG THE EAST BOUNDARY OF THAT CERTAIN 12 FOOT DRAINAGE EASEMENT AS SHOWN ON SAID PLAT, A DISTANCE OF 14.31 FEET; THENCE NORTH 81°47'42" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 08°04'45" EAST ALONG THE WEST BOUNDARY OF SAID LOT 14, A DISTANCE OF 44.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, CONTAINING 684 SQUARE FEET OR 0.016 ACRES MORE OR LESS.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN THE WEST BOUNDARY OF LOT 14, BLOCK 55, VILLAGE OF NORTH PALM BEACH PLAT NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH BEARS NORTH 08°04'45" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

Raymond Young **OCT 27 2018**

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 57099
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\2016\16-0030-001-01_LAKE PARK\DRAWINGS\06-0030_SD_CONSTR ESMT LOT 14

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, leveling of the subject property, or monuments set in connection with the preparation of the information shown hereon.
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Liens shown hereon were not abstracted for right-of-way and/or easements of record.

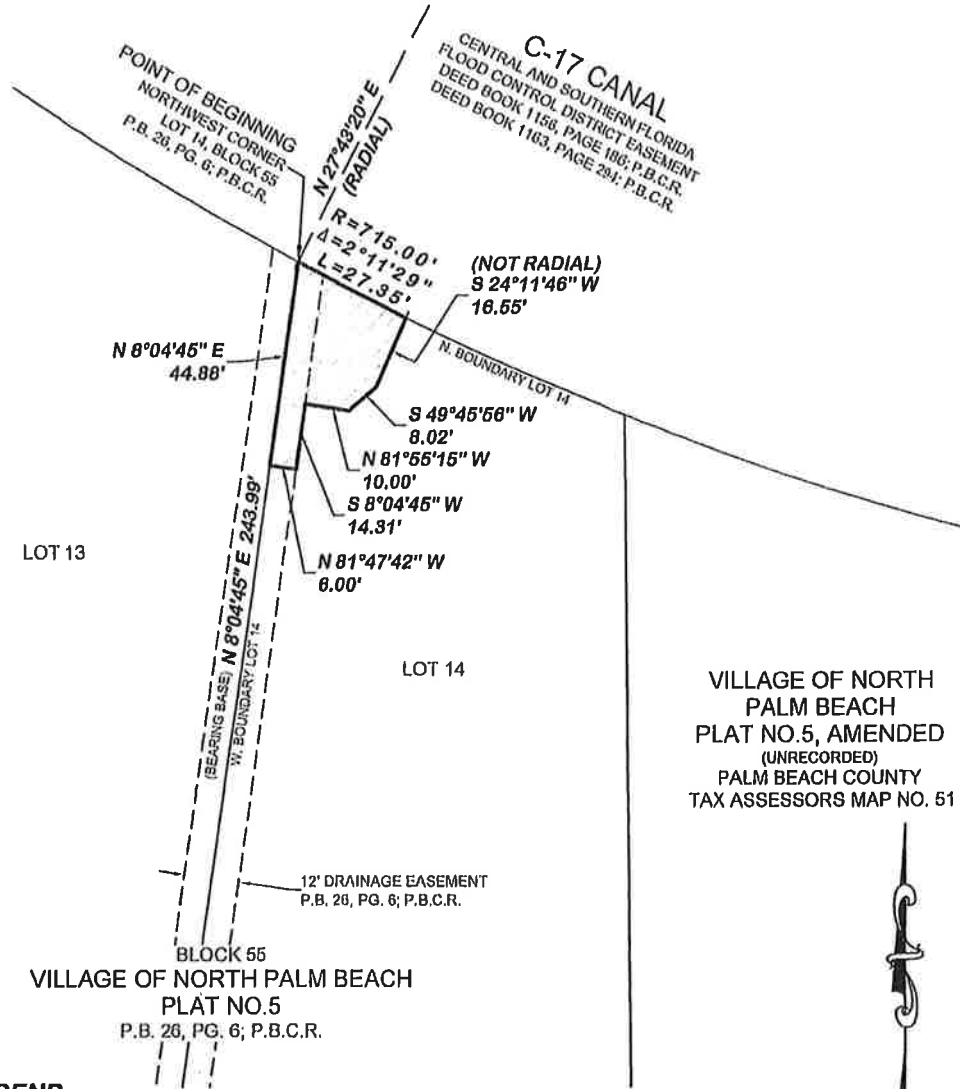
UPDATES and/or REVISIONS	DATE	BY	CK'D



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 81st STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 738-6400 TEL: (954) 738-6100
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
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JOB NO.: 16-0030-001-02	SHEET 1 OF 2 SHEETS	
DRAWN BY: RY	F.B. N/A	PG. N/A
CHECKED BY: TCS	DATED: 10-19-18	

TEMPORARY CONSTRUCTION EASEMENT LOT 14, BLOCK 55



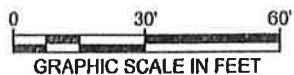
VILLAGE OF NORTH
PALM BEACH
PLAT NO.5, AMENDED
(UNRECORDED)
PALM BEACH COUNTY
TAX ASSESSORS MAP NO. 51



LEGEND

O.R.B. OFFICAL RECORD BOOK
P.B. PLAT BOOK
P.B.C.R. PALM BEACH COUNTY RECORDS
PG. PAGE

OCT 2 2 2018



R:\SURVEY\2016\16-0030-001-01_LAKE PARK\DRAWINGS\06-0030_S0_CONSTR ESMT LOT 14

	CRAVEN • THOMPSON & ASSOCIATES, INC.	JOB NO.: 16-0030-001-02	SHEET 2 OF 2 SHEETS
	ENGINEERS • PLANNERS • SURVEYOR'S 3503 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6403 TEL.: (954) 732-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATHEMATICAL DESIGN METHOD IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2018	DRAWN BY: RY	F.B. N/A PG. N/A
		CHECKED BY: TCS	DATED: 10-19-18