

**ROAD TRANSFER INTERLOCAL AGREEMENT BETWEEN THE
VILLAGE OF WELLINGTON AND PALM BEACH COUNTY
(PORTION OF LAKE WORTH ROAD)**

THIS INTERLOCAL AGREEMENT (Agreement) is made on this ____ day of _____, 2026, by and between the Village of Wellington (“Wellington”), a municipal corporation located in Palm Beach County, Florida, and Palm Beach County (“County”), a political subdivision of the State of Florida, each entity constituting a “public agency” as defined in Part 1, Chapter 163, of the Florida Statutes (“F.S.”).

WHEREAS, Palm Beach County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, F. S.; and

WHEREAS, the Board of County Commissioners (“Board”) is the governing body in and for Palm Beach County; and

WHEREAS, the Wellington Council is the governing body in and for Wellington; and

WHEREAS, Section 163.01, F.S., known as the Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to thereby provide services and facilities which will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 335.0415, F.S., authorizes the transfer of public roads between jurisdictions only by mutual agreement of the affected governmental entities; and

WHEREAS, the County and Wellington have determined that it is appropriate and will promote efficient provision of governmental services for Wellington to annex a portion of Lake Worth Road, totaling approximately 5.5 acres, as legally defined with a sketch and description attached as **Exhibit A**; and

WHEREAS, the County and Wellington have agreed that Wellington shall provide/complete all necessary inspections, testing, and required steps so that Wellington can then accept the transfer of ownership, operations, and maintenance of the portion of Lake Worth described in **Exhibit A** and in accordance with Wellington’s annexation Ordinance No. 2026-08, attached hereto as **Exhibit B**; and

WHEREAS, the County and Wellington agree that it is appropriate for the subject portion of Lake Worth Road to be annexed into Wellington without objection from the County; and

WHEREAS, the County agrees to transfer ownership, operation, and maintenance responsibility of the portion of Lake Worth Road, as legally described in **Exhibit A**, inclusive of all related rights-of-way and roadway drainage easement rights to Wellington, and Wellington agrees to accept ownership and maintenance responsibility of the subject road link; and

WHEREAS, the portion of Lake Worth Road described in **Exhibit A** is within Wellington's Future Annexation Area, as identified in Wellington's Comprehensive Plan, and the County and Wellington find that entering this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises, representations, terms, and covenants hereinafter set forth, the sufficiency of which is acknowledged by both parties, the parties hereby agree as follows:

Section 1 – Purpose: The purpose of this Agreement is to allow the annexation by Wellington of a portion of Lake Worth Road, as legally described in **Exhibit A**.

Section 2 – Recitals: The above whereas clauses and recitals are incorporated into this agreement as true and correct statements of fact.

Section 3 – Annexation: The unincorporated portion of Lake Worth Road, as described in **Exhibit A**, shall be considered annexed into the corporate boundaries of Wellington, upon adoption of Ordinance No. 2026-08 (**Exhibit B**).

Section 4 – Transfer, Ownership, Operation, and Maintenance: Pursuant to section 335.0415, Florida Statutes, and pursuant to the County Quitclaim Deed attached hereto as **Exhibit C** and incorporated herein by reference, the County hereby transfers to Wellington in perpetuity the ownership, permitting, operation, and maintenance of the portion of Lake Worth Road described in **Exhibit A**. As a result of the transfer, the portion of Lake Worth Road described in **Exhibit A** shall be part of the Wellington roadway system, and Wellington shall assume all operational, right-of-way permitting, maintenance responsibilities, and attendant liabilities for the portion of Lake Worth Road as of the effective date of this agreement.

Section 5 – Effective Date: This Agreement shall take effect upon execution by both parties and the adoption of Ordinance No. 2026-08. Upon execution by both parties, a certified copy of this Agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 6 – Notice: Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To Local Government: Village of Wellington
Jim Barnes, Village Manager
12300 Forest Hill Blvd Wellington, FL 33414
(Telephone: 561-791-4085)

With a copy to: Laurie S. Cohen, Village Attorney
12300 Forest Hill Blvd Wellington, FL 33414
(Telephone: 561-791-4000)

To County: Joseph Abruzzo, County Administrator
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, FL 33401
(Telephone: 561-355-6726)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 7 – Severability: In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 8 – Entire Agreement and Counterparts: This Agreement represents the entire understanding between the parties concerning the subject and supersedes all other negotiations, representations, or agreements, either written or oral, related to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

Section 9 – General Provisions:

A. Indemnification. Wellington shall protect, defend, reimburse, indemnify, and hold the County, its agents, employees, and elected officers free and harmless from and against all claims, liability, expenses, losses, costs, fines and damages or cause of action of every kind or character, including reasonable attorney's fees and costs, whether at the

trial or appellate levels or otherwise arising out of, during, or as a result of Wellington's performance of the terms of this Agreement. Notwithstanding the foregoing, Wellington's obligation under this provision to the County, its agents, employees, and elected officers shall be limited to the monetary amounts set forth in section 768.28, Florida Statutes (2023). Further, nothing in this Agreement shall be construed as Wellington's consent to be sued by a third party or be subject to any liability for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. Finally, nothing in this Agreement shall be construed or interpreted as a Party's obligation to indemnify, hold harmless, and/or defend the other Party for such other Party's negligent, willful or intentional acts or omissions.

B. Legal Fees. The Parties shall bear their own costs and expenses, including reasonable attorneys' fees, associated with the enforcement of the terms and conditions of this Agreement.

C. Amendments. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner as was this Agreement.

D. Venue. This Agreement shall be construed and governed by the laws of the State of Florida. Venue for all legal action necessary to enforce this Agreement shall be held exclusively in Palm Beach County. No remedy conferred upon either Party by this Agreement is intended to be exclusive of any other remedy existing at law, in equity, or otherwise. No single or partial exercise by either Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

E. Preparation. Preparation of this Agreement was a joint effort of the Parties and should not be construed more severely against one Party than the other.

F. Non-Discrimination. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Wellington warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, it does not practice discrimination on the bases of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered a default of the Agreement.

G. Inspector General. The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The

Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Wellington, its officers, agents, employees, and lobbyists to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall violate Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

H. Records. Each party hereto is a public entity subject to the requirements of Chapter 119, Florida Statutes. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorneys' fees for non-compliance with that law.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if Wellington: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., Wellington shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. Wellington is specifically required to:

- i. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- ii. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Wellington further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW- F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- iii. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if Wellington does not transfer the records to the public agency.
- iv. Upon completion of the Agreement, Wellington shall transfer, at no cost to the County, all public records in possession of the City unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If Wellington transfers all public records to the County upon completion of the Contract, Wellington shall destroy any duplicate public records that are exempt, or confidential and exempt

from public records disclosure requirements. If Wellington keeps and maintains public records upon completion of the Contract, Wellington shall meet all applicable requirements for retaining public records. All records stored electronically by Wellington must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

- v. Failure of Wellington to comply with the requirements of this section shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Wellington acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

I. Contractual Relationship. County and Wellington are and shall be, in the performance of all work, services and activities under this Agreement independent contractors and not employees, agents or servants of the other Party. All County employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to County's sole direction, supervision, and control. All Wellington employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Wellington's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The County and Wellington do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

J. Waiver. Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

K. Legal Compliance. County and Wellington shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this Agreement. County and Wellington further agree to the inclusion of this provision in all subcontracts issued as a result of this Agreement.

L. Waiver of Jury Trial. The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and

voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

M. Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Wellington.

N. Survivability. The obligations, rights, and remedies of the Parties hereunder, which by their nature are intended to survive the termination of this Agreement shall survive such termination and inure to the benefit of the Parties.

ATTEST:

WELLINGTON, FLORIDA

By: _____
Chevelle D Hall, MMC, Village Clerk

By: _____
Michael J. Napoleone, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Laurie Cohen, Village Attorney

ATTEST:

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Michael Caruso, Clerk of the Circuit
Court and Comptroller

By: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Yelizaveta B. Herman, Assistant County Attorney

EXHIBIT A – SKETCH AND LEGAL DESCRIPTION

EXHIBIT "A"

DESCRIPTION:

A PORTION OF LAKE WORTH ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 5642, PAGE 1604 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "P", WYCLIFFE PLAT THREE, AS RECORDED IN PLAT BOOK 69, PAGES 134 THROUGH 144 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT "P" N02°39'41"E, A DISTANCE OF 133.50 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF TRACT "A", ELEMENTARY SCHOOL "K", AS RECORDED IN PLAT BOOK 68, PAGES 165 THROUGH 166 AND TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS, A CHORD BEARING (CB) OF S56°03'39"E, A CHORD DISTANCE (CD) OF 598.27 FEET, AND A RADIAL DISTANCE OF 2,924.79 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE OF TRACT "A" AND THE SOUTHERLY LINE OF TRACT "P" WYCLIFFE PLAT TWO, AS RECORDED IN PLAT BOOK 66, PAGES 31 THROUGH 35 OF SAID PUBLIC RECORDS, FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 11°44'26", A DISTANCE OF 599.32 FEET; THENCE S50°11'26"E, A DISTANCE OF 554.40 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 2,804.79 FEET AND A CENTRAL ANGLE OF 17°21'38"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 849.85 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S22°26'56"W, A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT "P", SAID WYCLIFFE PLAT THREE AND TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS, A CHORD BEARING (CB) OF N58°52'15"W, A CHORD DISTANCE (CD) OF 882.83 FEET, AND A RADIAL DISTANCE OF 2,924.79 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE OF TRACT "P", WYCLIFFE PLAT THREE, FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 17°21'38", A DISTANCE OF 886.21 FEET; THENCE N50°11'26"W, A DISTANCE OF 554.40 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 2,804.79 FEET AND A CENTRAL ANGLE OF 10°34'13"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 517.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND CONTAINING 237,703 SQUARE FEET OR 5.4569 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 20, 2026. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

NOT A SURVEY

SHEET 1 OF 3



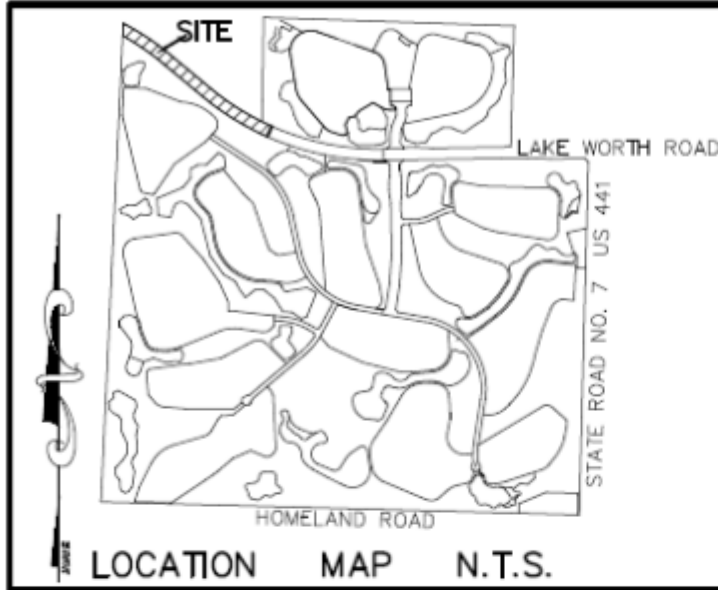
 <p>CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE – SURVEYING 7900 GLADES ROAD – SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)–392–1991</p>	 <p>Digitally signed by David Lindley Date: 2026.01.20 16:44:47 -05'00' Adobe Acrobat version: 2025.001.20997</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td style="width: 50%;">1/20/2026</td> </tr> <tr> <td>DRAWN BY</td> <td>dpl</td> </tr> <tr> <td>F.B./ PG.</td> <td>N/A</td> </tr> <tr> <td>SCALE</td> <td>NONE</td> </tr> <tr> <td>JOB NO</td> <td>280-7rwvow</td> </tr> </table>	DATE	1/20/2026	DRAWN BY	dpl	F.B./ PG.	N/A	SCALE	NONE	JOB NO	280-7rwvow
DATE	1/20/2026											
DRAWN BY	dpl											
F.B./ PG.	N/A											
SCALE	NONE											
JOB NO	280-7rwvow											
<p>LAKE WORTH ROAD AT WYCLIFFE RIGHT-OF-WAY SKETCH OF DESCRIPTION</p>		<p>DAVID P. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA L.B. 3591</p>										

EXHIBIT "A"



LEGEND/ABBREVIATIONS

- ℄ - CENTERLINE
- Δ - DELTA (CENTRAL ANGLE)
- A.I.D.E. - ACME IMPROVEMENT DISTRICT EASEMENT
- CB - CHORD BEARING
- CD - CHORD DISTANCE
- L - ARC LENGTH
- L.A.B. - LANDSCAPE BUFFER
- L.A.E. - LIMITED ACCESS EASEMENT
- P.B. - PLAT BOOK
- PG. - PAGE
- PGS. - PAGES
- O.R.B. - OFFICIAL RECORD BOOK
- PC - POINT OF CURVATURE
- PDE - PUBLIC DRAINAGE EASEMENT
- R - RADIUS
- R/W - RIGHT-OF-WAY
- UE - UTILITY EASEMENT

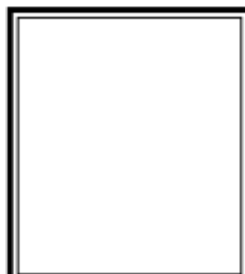
SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION OR REPRODUCTIONS THEREOF IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO A BEARING OF N02°39'41"E ALONG THE WEST LINE OF TRACT "P", WYCLIFFE PLAT THREE, AS RECORDED IN PLAT BOOK 69, PAGES 134 THROUGH 144 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
3. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY

NOT A SURVEY

SHEET 2 OF 3

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991



DATE	1/20/2026
DRAWN BY	dpl
F.B./ PG.	N/A
SCALE	NONE
JOB NO	280-7rwvow

**LAKE WORTH ROAD AT WYCLIFFE
 RIGHT-OF-WAY
 SKETCH OF DESCRIPTION**

EXHIBIT B – WELLINGTON ORDINANCE 2026-08

EXHIBIT C – COUNTY QUIT CLAIM DEED

Return via Palm Beach County interoffice mail to:
Toni Sharp, Right-of-Way Section Manager
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: N/A

Purchase Price: \$ 0

Closing Date: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: N/A

ROAD NAME: Lake Worth Rd

PARCEL NO.: Portion adjacent to Panther Run ES

COUNTY DEED

THIS DEED is made this ____ day of _____, 20____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229 ("County"), to the **VILLAGE OF WELLINGTON**, a municipal corporation of the State of Florida, whose post office address is 12300 Forest Hill Boulevard, Wellington, Florida 33414 ("Village").

This DEED is granted pursuant to Section 335.0415, Florida Statutes and the Interlocal Agreement between the County and the Village transferring ownership, operation, and maintenance.

WITNESSETH: That County, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Village, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Village, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land.

IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

MIKE CARUSO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

County:

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County
Commissioners

By: _____
Mayor

(Official Seal)