

WHEREAS COMMISSIONERS, as part of their continued interest in the provision of higher quality education of Palm Beach County, desire to provide to the SCHOOL BOARD adequate zoning to provide for School Administrative Headquarters to service the public schools of Palm Beach County; and

WHEREAS each party can preserve, enhance, and encourage the most appropriate use of landscaping, buffering, and traffic circulation consistent with the public interest; overcome present handicaps; and deal efficiently with future problems that may result from the use and development of land of adjacent municipalities; and

WHEREAS, it is the intent of this agreement to encourage and assure cooperation between the SCHOOL BOARD and COMMISSIONERS; and

WHEREAS, through the process of coordination of site planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, appearance, convenience, law enforcement, fire prevention, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; facilitate the adequate and efficient provision of transportation; and conserve, develop, utilize, and protect natural resources within site boundaries; and

WHEREAS, the Palm Beach County Board of County Commissioners, in its March 26, 1987 meeting, sitting as zoning authority, approved Zoning Petition 85-96(A) and in satisfaction of conditions of approval outlined in Section I.

WHEREAS, the Board of County Commissioners and School Board have identified off-site impacts which the parties desire to mitigate, and WHEREAS the zoning action does not allow the imposition of conditions; and WHEREAS, the off-site impacts can be mitigated through this agreement.

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NOW THEREFORE, for furtherance of interlocal coordination, the parties hereto, intending to be legally bound, and in

...of the mutual covenants herein contained, and for the public benefit agree as follows:

SECTION I

Subject to final approval by the Palm Beach County Board of County Commissioners, SCHOOL BOARD agrees to perform the following:

- (1) In designing its project, the School Board shall, at a minimum, apply the standards established by the Palm Beach County Landscape Code. The School Board shall not be required to submit any plans to Palm Beach County for prior approval. The School Board shall submit a courtesy copy of a landscape plan to the Palm Beach County Zoning Division prior to development of the land site plan.
- (2) Measures shall be taken to promote adequate buffering of existing neighborhoods adjacent to subject parcel.
- (3) The development shall retain onsite the first three (3) inches of the stormwater run-off generated by a storm per requirements of the Permit Section, Land Development Division. The drainage system shall be maintained in an acceptable condition.
- (4) The School Board shall pay for the cost of acquiring sufficient right-of-way to accommodate the construction of Davis Road as a three-lane section (minimum width, thirty-six (36) feet) from Forest Hill Boulevard south to the entranceway to the subject property, plus the appropriate tapers. Said right-of-way presently forty (40) feet wide shall be enlarged to a width of sixty (60) feet. The School Board's financial contribution toward the acquisition of said right-of-way shall not

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Twenty five thousand dollars
(\$25,000.00). If the cost exceeds, \$25,000, the
parties shall renegotiate the apportionment of the
excess cost.

The County shall be responsible for the actual
negotiation and acquisition of the necessary right-of-
way. The School Board may monitor and assist the
County in the negotiation and acquisition of said
right-of-way to the extent the School Board so desires.

Contemporaneous with its improvement of the subject
property, the School Board shall improve Davis Road to
a three-lane sealed section, with drainage plus
appropriate tapers per County Engineering standards
from Forest Hill Boulevard south to the entrance road
to the subject property.

- (5) The School Board shall install signalization, if
warranted, as determined by the County Engineer at the
intersection of Davis Road and Forest Hill Boulevard.

The School Board shall notify the County Engineer,
Traffic Division, in writing by certified mail, return
receipt requested, that the project is completed and
the buildings fully occupied. Should the signal not be
warranted within twelve (12) months of the project's
being fully occupied, the School Board shall be
relieved of this requirement.

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- (6) The School Board shall convey to the Lake Worth
Drainage District the required right-of-way for Lateral
Canal No. 20 to fit the physical ditch. This alignment

~~Conveyance shall be by quit claim deed or an easement deed in the form provided by Lake Worth Drainage District within ninety (90) days of adoption of the Resolution by the Board of County Commissioners.~~

- (7) The School Board shall construct a right turn lane on Forest Hill Boulevard at Davis Road.

SECTION II

CONDITION PRECEDENT

This Agreement is expressly conditioned in the final approval of Petition 85-96(A) by Palm Beach County Board of County Commissioners and shall be effective upon the expiration of all applicable appeal periods.

SECTION III

NOTICE TO PARTIES

All notice given pursuant to the terms of this Agreement, or which any party may desire to give hereunder, shall be in writing and delivered personally, telegraphed or sent registered or certified mail, and shall be conclusively presumed to have been given by such delivery. All notices shall be given to each of the following:

PETITIONERS:

BOARD OF COUNTY COMMISSIONERS
Jan Winters, County Administrator
301 N. Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

SCHOOL BOARD:

Office of General Counsel
THE SCHOOL BOARD OF PALM BEACH
COUNTY
3323 Belvedere Road
West Palm Beach, Florida 33402

with copy to:

Superintendent of Schools
THE SCHOOL BOARD OF PALM BEACH
COUNTY
3323 Belvedere Road
West Palm Beach, Florida 33402

SECTION IV

WORDS OF GENDER

All words used in the singular number shall extend to and include the plural number, and all words used herein in the plural number shall extend to and include the singular, when the context or facts require same. All words used herein in any gender shall extend to and include all genders, and any pronoun will be taken to refer to the person or persons indicated, regardless of number or gender.

SECTION V.

INTEGRATION

This Agreement supersedes all previous agreements and representations, either verbal or written, heretofore in effect between the parties, made with respect to matters herein contained, and when duly executed constitutes the agreement between the parties. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by any party, unless such additions, alterations, variations or waivers are expressed in writing and duly executed.

SECTION VI

APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida. In the event that either party is required to enforce this Agreement by court proceedings or otherwise by instituting suit, then the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement has been executed in multiple or originals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate
body politic pursuant to the
Constitution and Statutes of
Florida

By: _____
Chairman

Attest: _____
Superintendent

(SEAL)

Signed, sealed and delivered
in the presence of:

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: ✓ _____
Authorized Agent

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this
_____ day of _____, 1987, by _____,
Chairman, and by _____, Superintendent of THE SCHOOL
BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic
pursuant to the Constitution and Statutes of the State of Florida,
on behalf of the School Board of Palm Beach County, Florida.

Notary Public, State of Florida, at Large
My Commission Expires _____

(NOTARY SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this
day of _____, 1987, by

Notary Public, State of Florida, at Large

My Commission Expires:

(NOTARY SEAL)