

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: November 21, 2006	[X]	Consent	[ ]	Regular
	[ ]	Workshop	[ ]	Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

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PROJECT #2000112

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

A payment to the Seacoast Utility Authority (SUA) not to exceed \$26,500 for the design costs associated with the relocation of an existing underground potable water utility metering interconnection facility, as required for the construction of the Donald Ross Road and Alternate A-1-A Intersection Improvements (Project).

**Summary:** This payment to SUA of up to \$26,500 is required to cover the design costs associated with the relocation of its existing underground facilities, to allow for the construction of the Project. Payment to SUA is required because the facilities are covered by an existing recorded utility easement.

**District:** 1 (M.R.E.)

**Background and Justification:** Construction of the Project will soon begin and requires the relocation of SUA's existing underground potable water utility metering interconnection facility. The existing underground interconnect facilities are located within an existing sixty foot wide by sixty foot long recorded utility easement, as shown in Official Record Book (ORB) 6981, Pages 379 thru 387. Due to these facilities being within the recorded utility easement and within the area of proposed roadway improvements, payment to SUA for the relocation is required. At a later date and in another item, the Board of County Commissioners will be requested to approve the actual construction costs for the relocation of the metering interconnection facility. However, at this time, only this item is needed to obtain the actual cost estimate prior to this relocation.

**Attachments:**

1. Location Sketch
  2. Proposal to SUA for Design Services from ARCADIS G&M, Inc.
  3. Easement: H-G Associates, Ltd. to SUA (ORB 6981, Pages 379 thru 387)
- 

Recommended by:

*Ornelis A. Fernandez* 10/13/06  
Division Director Date

Approved By:

*S. T. Webb* 10/25/06  
County Engineer Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$26,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$26,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No   

Budget Acct No.: Fund 3501 Dept. 361 Unit 0794 Object 8201.  
Program

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 1  
Donald Ross Rd & Alt A1A Intersection

Reimbursement Agreement (Relocate Water Facility) \$26,500.00

C. Departmental Fiscal Review: R.D. Wanel 10/11/06

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim Dink 10-26-06  
OFMB

Jim A. Jacoby 10/27/06  
Contract Dev. and Control  
E. Jones 10/27/06

### B. Approved as to Form and Legal Sufficiency:

Mark R. Smith  
Assistant County Attorney

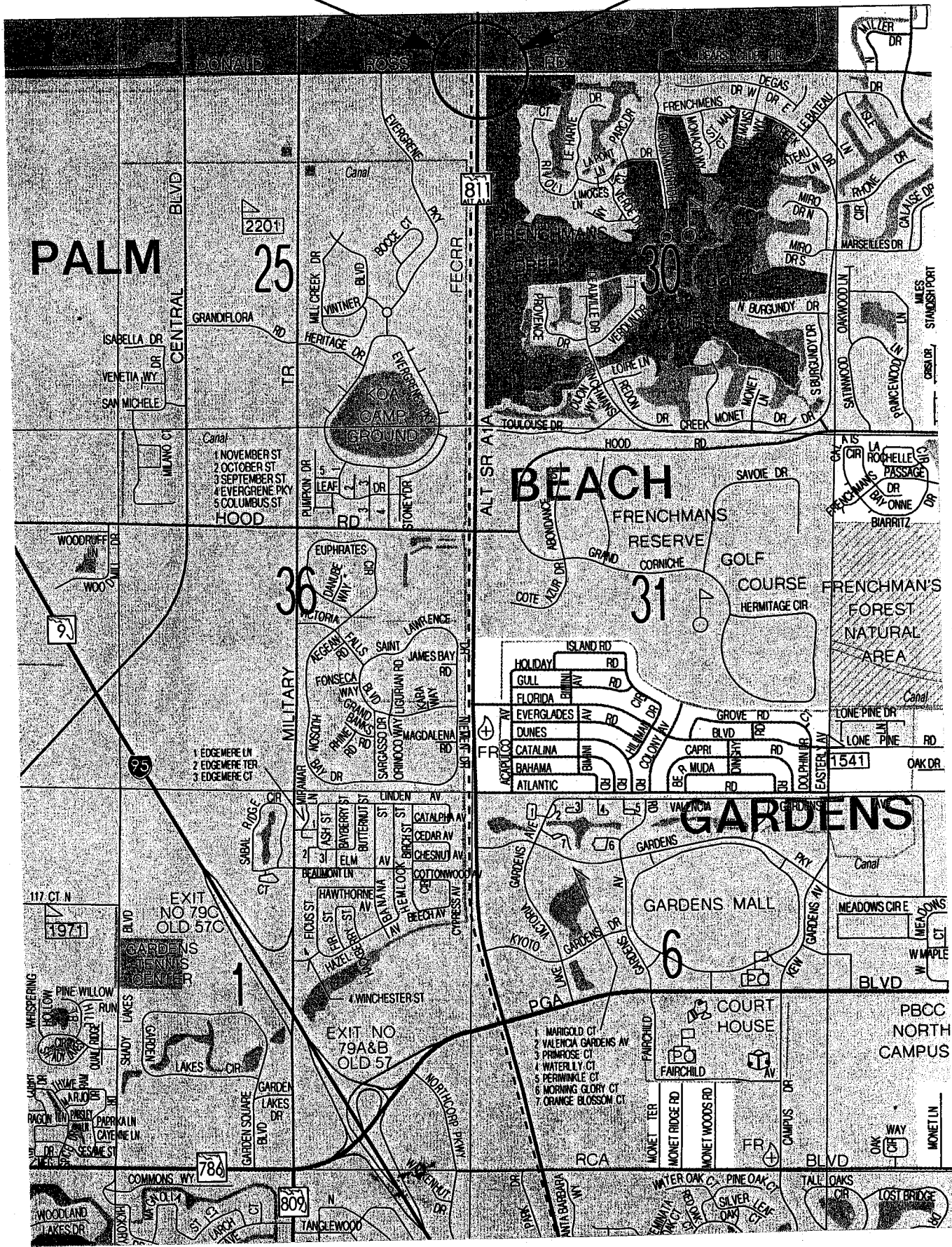
### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

PROJECT LOCATION

PROJECT #2000112  
DONALD ROSS ROAD & ALTERNATE A1A  
INTERSECTION IMPROVEMENTS  
(SEACOAST UTILITY AUTHORITY  
WATER FACILITIES RELOCATION DESIGN AGREEMENT)



LOCATION SKETCH



*Infrastructure, environment, facilities*

Jim Lance  
Seacoast Utility Authority  
4200 Hood Road  
Palm Beach Gardens, FL 33410

Subject:

**Relocation of Seacoast Utility Authority and Town of Jupiter  
Potable Water Interconnect Metering Facility**

Dear Mr. Lance,

ARCADIS is pleased to submit this proposal for professional services for the proposed relocation of the existing potable water interconnect facility that Seacoast shares with the Town of Jupiter, located on Donald Ross Road east of the intersection with Alternate A-1-A.

**PROJECT DESCRIPTION**

Palm Beach County (PBC) will be constructing a right-turn lane on Donald Ross Road at the east approach to the intersection with Alternate A-1-A (PBC Project No. 2000112). Seacoast Utility Authority (SUA) and the Town of Jupiter (TOJ) jointly own and operate a potable water interconnection facility located on the north side of Donald Ross Road, approximately 180' east of the east RW line of Alternate A-1-A. As a result of the proposed widening of Donald Ross Road for the right-turn lane, the existing metering vault, piping, valves, etc. will have to be relocated north, out of the new road RW, and into a 60' x 60' Water Interconnect Easement as shown on the Plat of the Ritz-Carlton Golf Club & Spa (PB 93; PG 171 & 189).

SUA, as the coordinating agency for the project, intends to contract with ARCADIS to provide professional engineering services for the design, permitting, bidding and construction administration of the relocation of the interconnect metering facility. In addition, SUA desires that the new interconnect facility be located above-ground as per applicable SUA Standard Construction Details and that the existing water meters, valves, piping and fittings shall be re-used to the greatest extent possible.

**SCOPE OF WORK**

Our Basic Services for the above described project will be provided as four separate phases or Tasks as itemized below:

*Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.*

Imagine the result

ARCADIS G&M, Inc.  
2081 Vista Parkway  
West Palm Beach  
Florida 33411  
Tel 561 697 7000  
Fax 561 697 7751  
www.arcadis-us.com

**WATER RESOURCES**

Date:  
18 August 2006

Contact:  
Tony Michuda

Phone:  
561 697 7066

Email:  
tmichuda@  
arcadis-us.com

Our ref:

Florida License  
Numbers:

Engineering  
EB00007917

Geology  
GB310

Landscape Architecture  
LC26000269

Surveying  
LB7062

**ARCADIS**

Jim Lance  
18 August 2006

**Task 1 - Preliminary Design**

- 1.1 Research and obtain as-built survey information of the existing interconnect facilities and coordinate with roadway topo survey and roadway design plans
- 1.2 Provide a sub-surface utility location survey of the 60'x60' Interconnect Easement to identify and locate existing utilities within the easement (Includes four (4) hours of electromagnetic and ground penetrating radar field survey time and four (4) soft-surface vacuum excavation test holes)
- 1.3 Preliminary design coordination and one (1) joint meeting with SUA and TOJ staff at SUA offices
- 1.4 Coordination and one (1) meeting with PBC Roadway Division at PBC offices
- 1.5 Prepare a preliminary estimate of probable construction costs of the interconnect relocation for SUA's use in establishing a reimbursement agreement with PBC

**Task 2 - Final Design and Permit Coordination**

- 2.1 Prepare design plans and specifications for the relocation of the interconnect metering facility as described above
- 2.2 Submit two (2) full size sets of drawings and one (set) of specifications to SUA and TOJ for review comments at the 60% and 90% completion milestones. Submit two (2) full size and four (4) half size sets of drawings and two (2) sets of specification to SUA and TOJ at the 100% completion milestone
- 2.3 Submit two (2) half size sets of drawings to PBC Roadway Production Division at the 60%, 90% and 100% completion milestones
- 2.4 Prepare a final estimate of probable construction cost for the interconnect relocation. Submit tabulation of quantities at the 60% completion milestone and final estimate of costs at the 90% and 100% completion milestones.
- 2.5 One (1) joint meeting with SUA and TOJ at SUA offices at the 90% completion milestone
- 2.6 Prepare FDEP permit application and submit for a General Permit from Palm Beach County Health Department. Act as SUA's liaison with the Health Department during the permitting process.

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ARCADIS

Jim Lance  
18 August 2006

**Task 3 - Bidding Services**

- 3.1 Prepare Bid Documents and assist SUA in advertising for and obtaining public bids for the construction of the project
- 3.2 Attend one (1) public bid opening meeting at SUA offices
- 3.3 Review qualifications of bidders and make a written recommendation for the award of the construction contract

**Task 4 - Engineering Services During Construction**

- 4.1 Attend one (1) preconstruction meeting at SUA offices
- 4.2 Attend one (1) coordination meeting with PBC Roadway Production Division
- 4.3 Provide four (4) full size sets of drawings and specifications for contractor's use
- 4.4 Provide review and processing of Shop Drawings and Contractor's Application for Payment
- 4.5 Provide limited engineering services during construction and periodic site visits based on a six (6) week construction period (Includes a total of six (6) site visits plus one (1) pressure and leakage test)
- 4.6 Provide semi-final and final inspection of the completed construction
- 4.7 Review as-built record drawings and testing reports (provided by the contractor) for compliance with the construction documents and permitted design criteria
- 4.8 Provide engineering certification of completed work conforming to the permitted design criteria to Palm Beach County Health Department

**FEES FOR BASIC SERVICES**

We propose to furnish the professional services outlined in the above Scope of Work for a Lump Sum Fee of \$ 26,500.00. Invoicing for our fees will be on a percent complete basis for each Task item, based on the following task breakdown:

Task 1 - Preliminary Design	Lump Sum	\$ 5,800.00
Task 2 - Final Design & Permitting	Lump Sum	\$ 13,700.00
Task 3 - Bidding Assistance	Lump Sum	\$ 1,300.00
Task 4 - Construction Services	Lump Sum	<u>\$ 5,700.00</u>
		<u>\$ 26,500.00</u>

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**ARCADIS**

Jim Lance  
18 August 2006

**SCHEDULE FOR BASIC SERVICES**

The professional services identified herein will commence upon receipt of an executed Work Order and written Authorization to Proceed (ATP) from SUA, and will be completed in accordance with the following schedule, exclusive of delays which are beyond our control:

Task 1 - Preliminary Design	3 weeks from ATP
Task 2 - Final Design & Permit Submittal	8 weeks from ATP
Task 2 - Health Department Permit	As Determined by Health Department
Task 3 - Bidding Assistance	3 weeks from Bid Advertisement
Task 4 - Construction Services	6 weeks from Construction Start

**ITEMS FURNISHED TO ARCADIS**

The following items shall be furnished at no cost to ARCADIS and where applicable, ARCADIS shall rely on the accuracy and completeness thereof in the performance of the services described herein:

1. As-built information of existing utilities and facilities in the area of the work
2. Pot-hole subsurface utility locations of SUA and TOJ facilities within the area of the proposed work, as required, if not shown on the as-built record drawings
3. Microsoft Word electronic file(s) of SUA Division 1 (front end) specifications
4. Fees for all required permits and approvals
5. Timely reviews of milestone submittal documents

**ADDITIONAL SERVICES**

The Basic Services for Tasks 1 through 4 described above, do not include the following Additional Services which, upon written request from SUA, will be performed on a time and expense basis at our prevailing hourly and expense rates in accordance with the July 28, 1999 "Agreement for Professional Services" between SUA and ARCADIS Geraghty & Miller, Inc.

1. Subsurface utility location survey, other than as specifically included herein
2. Landscaping, Irrigation or Site Lighting professional services
3. Electrical or Instrumentation professional services for control, metering, telemetry or monitoring equipment

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ARCADIS

Jim Lance  
18 August 2006

4. Environmental services, including threatened or endangered species
5. Capacity analysis of existing facilities other than as specifically included herein
6. Professional services for relocation or adjustment of existing traffic signal, power, telephone, data, gas or other utilities not specifically included herein
7. Geotechnical engineering, testing or other laboratory services
8. Professional services for Vegetation Removal, Water Use, or De-watering Permits
9. As-built field measurements or record drawings of completed work
10. Permit fees, impact fees or application fees required for agency approvals
11. Survey Sketch and Legal Descriptions required for easements or land transfers

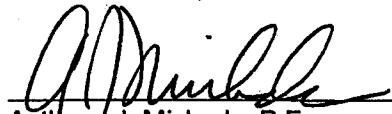
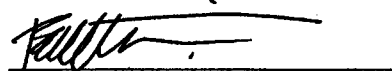
#### CONCLUSION AND ACCEPTANCE

If this proposal is acceptable, please issue a Work Order for the project referencing this proposal, in accordance with the July 28, 1999 "Agreement for Professional Services" between Seacoast Utility Authority and ARCADIS Geraghty & Miller, Inc.

Thank you for the opportunity to submit this proposal. We look forward to continued service to the Seacoast Utility Authority.

Sincerely,

ARCADIS G&M, Inc.

  
Anthony J. Michuda, P.E.  
Senior Engineer  
Paul H. Stirm  
Area Manager / Vice President

*This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of—or in connection with—the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.*

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Prepared by & Return to:  
JEROME F. SKRANDEL, ESQ.  
321 Northlake Blvd. Suite 107  
North Palm Beach, Florida 33408

Con 10.00 Doc .60  
JOHN B. DUNKLE, CLERK - PB COUNTY, FL

EASEMENT DEED FOR UTILITY  
METERING INTERCONNECTION  
FACILITY

THIS EASEMENT DEED made on the 3rd day of  
July, 1991, by

HAFT-GAINES ASSOCIATES, a Florida General Partnership,  
composed of H-G Associates, Ltd. a Florida Limited  
Partnership; Haft-Gaines Group, Inc. a Florida Corporation;  
FCI Associates, a New York Limited Partnership; FCI Land  
Corp., a New York Corporation; and, Rochester Frenchman's  
Inc., a Florida Corporation, as General Partners,

GRANTOR, to the TOWN OF JUPITER, a Municipal Corporation of  
the State of Florida, whose address is 210 Military Trail,  
Jupiter Florida 33458, and to SEACOAST UTILITY AUTHORITY, a  
separate legal entity, whose address is 4200 Hood Road, Palm  
Beach Gardens, Florida 33410, GRANTEES, AS TENANTS IN COMMON  
OF AN UNDIVIDED ONE-HALF (1/2) INTEREST EACH.

WITNESSETH: That Grantor for and in consideration of  
the sum of ONE DOLLAR (\$1.00) and other good and valuable  
consideration, in hand paid, receipt whereof is hereby  
acknowledged, does hereby remise, release, quit-claim and  
convey unto Grantees, their successors and assigns, as  
Tenants in Common of an undivided one-half (1/2) interest  
each, a perpetual easement for the location, construction,  
maintenance, replacement, use and operation of a water  
utility metering interconnection facility, consisting of  
water mains, transmission lines, valves, meters, pumps,  
gauges, controls, and all appurtenances thereto as may be  
required, for the purpose of providing a controlled water

utility metering interconnection between the water transmission lines or mains of the Grantees hereunder, and their successors or assigns, as the proprietor and operator of the Jupiter Water System and the Seacoast Utility Authority water system, respectively, together with the right of ingress and egress thereto, on, upon, under and along the following described lands located in the County of Palm Beach, and State of Florida, to-wit:

See the legal description and Engineering Sketch as set forth on Exhibit "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the premises, rights and easements granted herein to Grantees, their successors and assigns, forever.

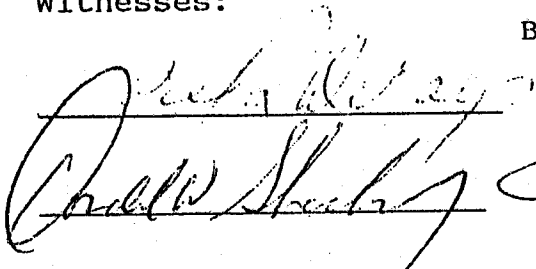
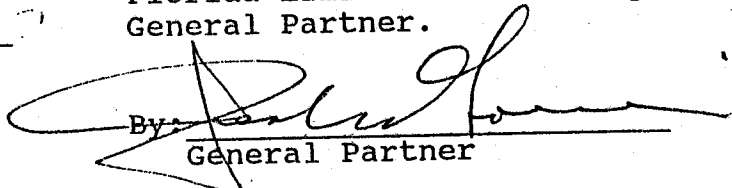
This deed is made for the purpose of giving and granting Grantees a site for the location of water utility facilities, together with access thereto, and protection thereof from sanitary hazards and security against damage, and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned for water utility purposes by the Grantees, their successors and assigns, the title to the same shall thereupon revert to and revest in the Grantor, its successors and assigns.

IN WITNESS WHEREOF the Grantor for itself, its successors and assigns, has hereunto affixed its hand and seal this day and year first above written.

HAFT-GAINES ASSOCIATES, A FLORIDA  
GENERAL PARTNERSHIP, GRANTOR

Witnesses:

By: H-G Associates, Ltd. a  
Florida Limited Partnership,  
General Partner.

General Partner

By: Haft-Gaines Group, Inc. a

Florida corporation,  
General Partner.

By: [Signature]  
Its: [Signature] President

Attest: [Signature]  
Its: [Signature] Secretary

(Corporate Seal)

By: FCI Associates, a New York  
limited partnership,  
General Partner.

By: [Signature]  
General Partner

By: FCI Land Corp., a New York  
corporation, General Partner.

By: [Signature]  
Its: [Signature] President

Attest: [Signature]  
Its: [Signature] Secretary

(Corporate Seal)

By: Rochester Frenchman's Inc.,  
a Florida corporation,  
General Partner

By: [Signature]  
Its: [Signature] President

Attest: [Signature]  
Its: [Signature] Secretary

(Corporate Seal)

### MORTGAGEE JOINDER (If applicable)

The undersigned, as Mortgagee, hereby joins in the execution of the foregoing Easement Deed, provided and upon the express condition that the undersigned shall not be deemed to have assumed or become liable for the payment, performance or observance of any of the covenants, agreements and obligations of the Grantor thereunder.

Dated: July 3, 1991

Rochester Community Savings Bank,  
MORTGAGEE

By: [Signature]  
Timothy G. Hanna,

Its Group Vice-President

Attest: [Signature]

Its  
MORTGAGEE JOINDER (if applicable)

Secretary

The undersigned, as Mortgagee, hereby joins in the execution of the foregoing Easement Deed, provided and upon the express condition that the undersigned shall not be deemed to have assumed or become liable for the payment, performance or observance of any of the covenants, agreements and obligations of the Grantor thereunder.

Dated: July 16, 1991

Mary McCarahan  
Michael Curtis

JOHN D. AND CATHERINE T. MACARTHUR  
FOUNDATION, an Illinois not-for  
profit corporation, MORTGAGEE

By:

Its

Attest:

Its

President

Secretary

GRANTEES' ACCEPTANCE

Grantees, the TOWN OF JUPITER, a Municipal Corporation of the State of Florida, and SEACOAST UTILITY AUTHORITY, a separate legal entity, hereby accept the above conveyance and the covenants therein contained.

Dated: Sept. 3, 1991

TOWN OF JUPITER, A Municipal  
Corporation of the State of  
Florida, GRANTEE

By:

Karen J. Colonka  
Karen J. Colonka, Mayor

Attest:

Sally M. Boylan  
Sally M. Boylan, Town Clerk

SEACOAST UTILITY AUTHORITY

By:

Raymond J. Howland  
Raymond J. Howland, Chairman

Attest:

Mary Ann Parent  
Mary Ann Parent,  
Authority Clerk

ACKNOWLEDGMENTS

For GRANTOR, a PARTNERSHIP

By H-G Associates, Ltd., a Partner and

By Haft-Gaines Group, Inc., a Partner

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Jack Collins, a General Partner of H-G Associates, Ltd., a Florida Limited Partnership and President of Haft-Gaines Group, Inc., a Florida corporation, and David J. Haft, the Secretary of Haft-Gaines Group, Inc., to me known to be the persons described in and who executed the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by H-G Associates, Ltd. and Haft-Gaines Group, Inc., respectively, and that the seals affixed thereto are the true seals of the said Partnership and the said Corporation, respectively.

WITNESS my hand and official seal in the County and State last aforesaid, this 25th day of June, 1991.

[Signature]  
Notary Public

My Commission Expires:

For GRANTOR, a PARTNERSHIP  
By FCI Associates, a Partner and  
FCI Land Corp., a Partner

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Andrew R. & Mitchell I. Benerofea General Partner of FCI Associates, a New York limited partnership, and President of FCI Land Corp., a New York corporation, and Mitchell I. Benerofea the Secretary of FCI Land Corp., to me known to be the persons described in and who executed the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by FCI Associates, and FCI Land Corp., respectively, and that the seals affixed thereto are the true seals of the said Partnership and the said Corporation, respectively.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of June, 1991.

[Signature]  
Notary Public

My Commission Expires:

March 30, 1992

JEAN E. BUCKLEY  
Notary Public, State of New York  
No. 4637730  
Qualified in Westchester County  
Term Expires March 30, 1992

For GRANTOR, a PARTNERSHIP  
By Rochester Frenchman's Inc., a Partner

STATE OF NEW YOUR  
COUNTY OF MONROE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared J. Michael Holloway President and [Signature] Secretary, respectively, of Rochester Frenchman's Inc. a Florida Corporation, to me known to be the persons described in and who executed the foregoing deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by Rochester Frenchman's Inc. and that the seal affixed thereto is the true seal of the said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of July, 1991.

[Signature]  
Notary Public

My Commission Expires: 10-31-92

MONICA T. WILSON  
NOTARY PUBLIC, State of N.Y., Monroe Co.  
My Commission Expires 10-31-92

For MORTGAGEE JOINDER  
By Rochester Community Savings Bank

STATE OF NEW YORK  
COUNTY OF MONROE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared James H. Hanna, Jr. Vice President and Celia J. Proulx Secretary, respectively, of Rochester Community Savings Bank, to me known to be the persons described in and who executed the foregoing deed for purposes of a Mortgagee's Joinder only, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by Rochester Community Savings Bank and that the seal affixed thereto is the true seal of the said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of July, 1991.

Monica T. Wilson  
Notary Public

My Commission Expires: 10-31-92

MONICA T. WILSON

NOTARY PUBLIC, State of N.Y., Mon

For MORTGAGEE JOINDER

By John D. and Catherine T. MacArthur Foundation,  
an Illinois, not-for-profit corporation.

My Commission Expires 10-31-92

STATE OF ILLINOIS  
COUNTY OF COOK

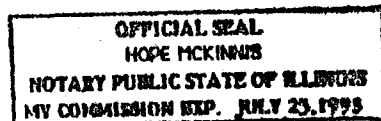
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Laurence S. Martin Vice President and Nancy Best Ewing Secretary, respectively, of John D. and Catherine T. MacArthur Foundation, an Illinois not-for-profit corporation, to me known to be the persons described in and who executed the foregoing deed for purposes of a Mortgagee's Joinder only, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by the John D. and Catherine T. MacArthur Foundation and that the seal affixed thereto is the true seal of the said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of July, 1991.

Hope McKinnis  
Notary Public

My Commission Expires:

For GRANTEE'S ACCEPTANCE  
By Town of Jupiter



STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Karen J. Colonka, Mayor and Sally M. Boylan, Town Clerk, respectively, of the Town of Jupiter, to me known to be the persons described in and who executed the Grantee's acceptance of the conveyance herein contained, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by the Town of Jupiter and that the seal affixed thereto is the true seal of the said Town.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of September, 1991.

Carol E. Thompson

Notary Public,

Notary Public, State of Florida

My Commission Expires May 23, 1994

Bonded Thru Troy Fain - Insurance Inc.

My Commission Expires:

For GRANTEE'S ACCEPTANCE

By Seacoast Utility Authority

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared RAYMOND J. HOWLAND and MARY ANN PARENT, to me known to be the persons described in and who executed the Grantee's acceptance of the conveyance herein contained, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by the Authority and that the seal affixed thereto is the true seal of the said Authority.

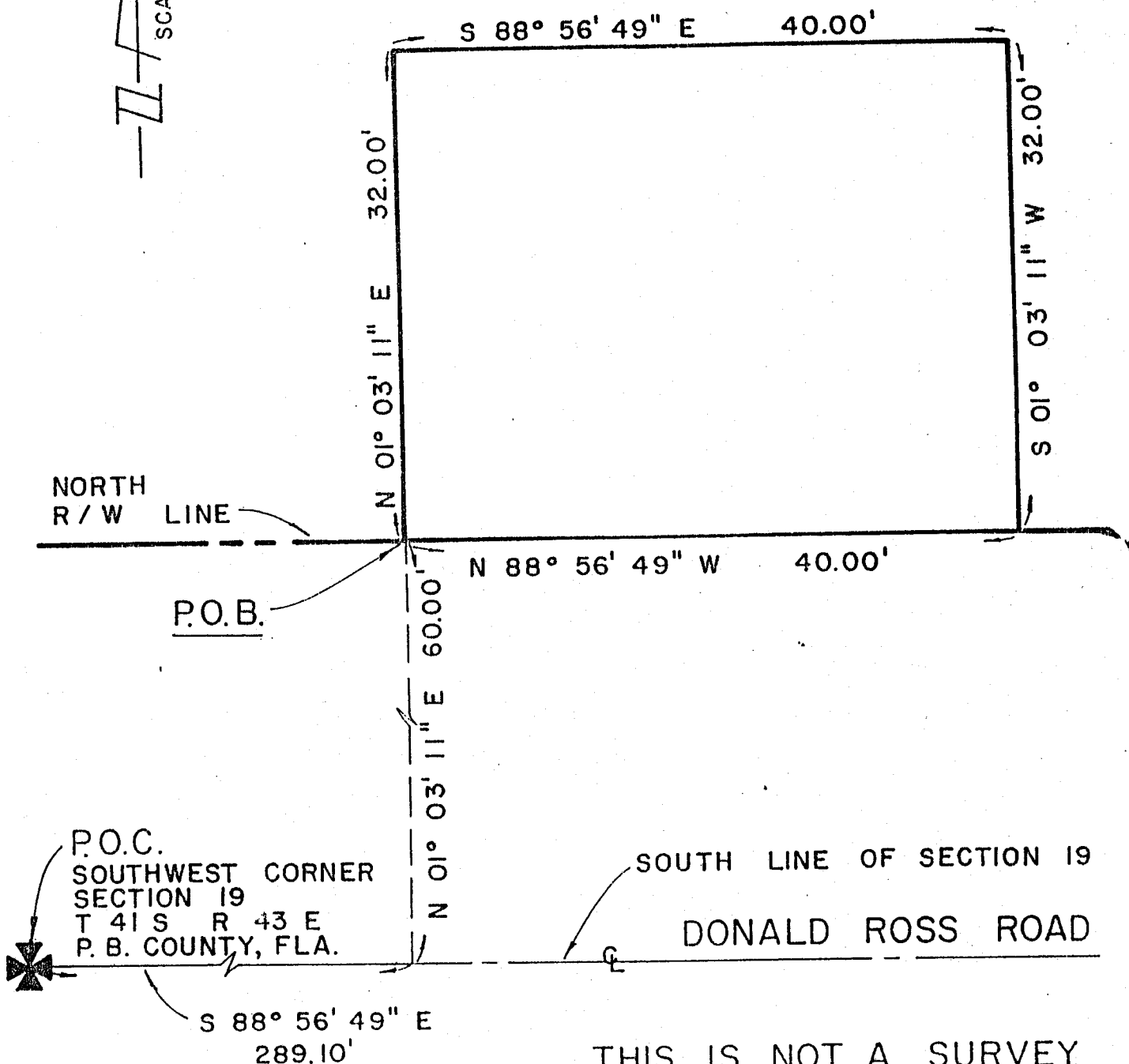
WITNESS my hand and official seal in the County and State aforesaid this 6<sup>th</sup> day of August, 1991.

Cheryl Ann Moir  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 21, 1993  
BONDED THRU ROCKEFERRY & ASSOCIATES

SCALE: 1" = 10'



THIS IS NOT A SURVEY

BEARING BASE: SOUTH LINE  
OF SECTION 19, T 41 S, R 43 E  
PALM BEACH COUNTY, FLORIDA  
IS TAKEN TO BEAR S 88° 56' 49" E  
AND ALL OTHER BEARINGS ARE  
RELATIVE THERETO.

LEGEND

- POC = DENOTES POINT OF COMMENCEMENT  
POB = DENOTES POINT OF BEGINNING  
ORB = OFFICIAL RECORD BOOK  
PB = PLAT BOOK

CERTIFICATE: I hereby certify that the sketch shown hereon is a true and correct representation of the accompanying description and complies with the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors pursuant to Section 472.027, Florida Statutes.

*Ronald H. Harris*  
Ronald H. Harris  
Professional Land Surveyor  
Florida Certificate No. 4198

REVISIONS

PROJECT NAME:  
SKETCH & LEGAL  
DESCRIPTION FOR BEARS  
CLUB

LINDAHL, BROWNING FERRARI & HELLSTROM, INC.  
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

P.O. BOX 727  
JUPITER, FLORIDA 33468  
1905 S. 25th ST.  
SUITE 205  
FT. PIERCE, FLORIDA 34947

10 CENTRAL PARKWAY  
SUITE 420  
STUART, FLORIDA 33497  
2065 15th AVE.  
VERO BEACH, FLORIDA 32960

Scale  
1" = 10'

Date  
2 - 18 - 91

Field  
Design

Drawn M.L.S.  
Checked

Sheet  
1 OF 2

Drawing No

Field Book  
Pg.

Work Order  
No. 90 - 026

LGL. 2  
FILE NO.

EXHIBIT "A"



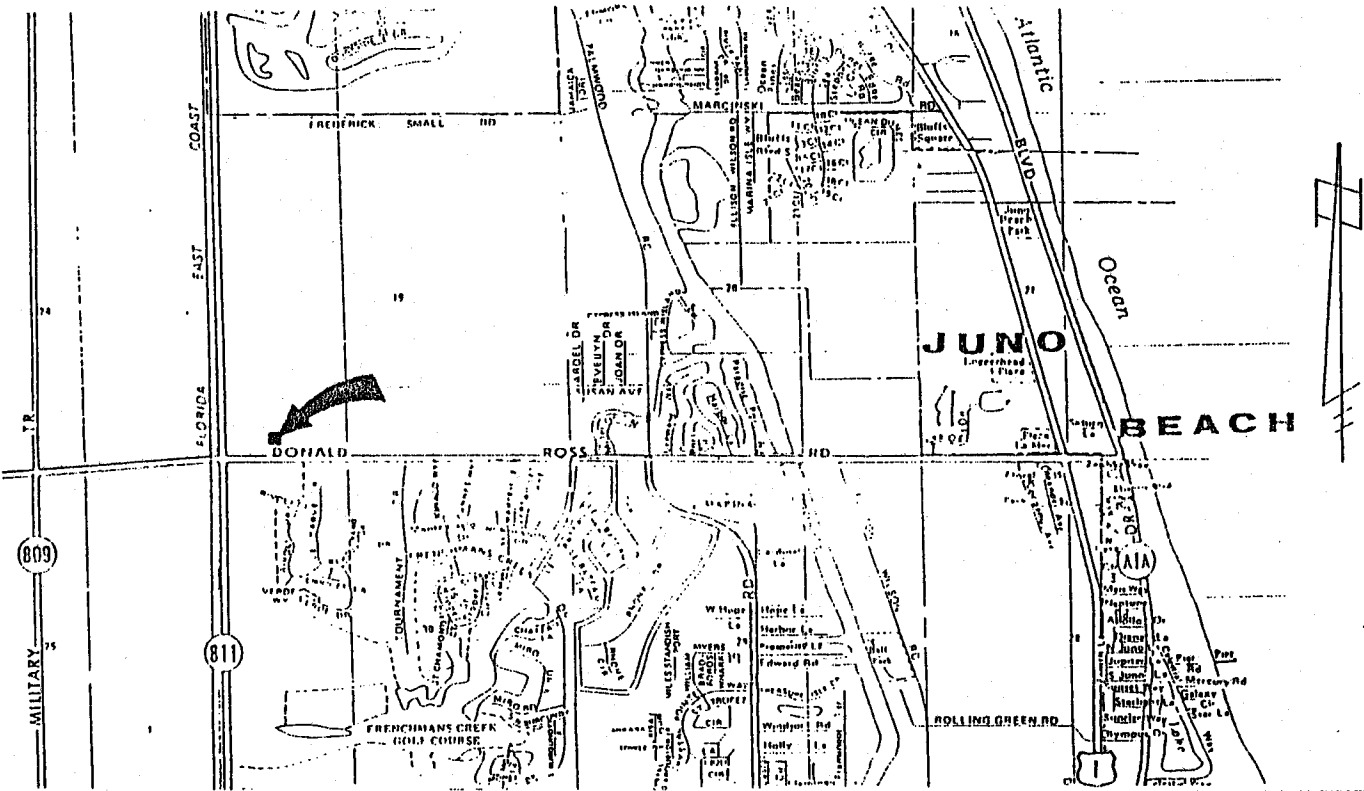
DESCRIPTION ( METER PIT EASEMENT)

An easement for utility purposes over, under and across a parcel of land lying in Section 19, Township 41 South, Range 43 East, Palm Beach County, Florida, said easement being more particularly described as follows:

Commence at the Southwest corner of said Section 19; thence S 88°56'49" E along the South line of said Section 19 and the centerline of Donald Ross Road, a distance of 289.10 feet; thence N 01°03'11" E, departing said South line of Section 19 and the centerline of Donald Ross Road, a distance of 60.00 feet to the POINT OF BEGINNING; thence continue N 01°03'11" E, a distance of 32.00 feet; thence S 88°56'49" E, a distance of 40.00 feet; thence S 01°03'11" W, a distance of 32.00 feet to a point on the North right-of-way line of Donald Ross Road; thence N 88°56'49" W along said right-of-way line, a distance of 40.00 feet to the POINT OF BEGINNING.

Said easement containing 1200 square feet, more or less.

LOCATION MAP (n.t.s.)



RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

REVISIONS

PROJECT NAME:  
SKETCH & LEGAL  
DESCRIPTION FOR BEARS  
CLUB

ND AHL, BROWNING FERRARI & HELLSTROM, INC.  
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

P.O. BOX 727  
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Scale N. A.	Field	Sheet 2 OF 2	Field Book Pg.	LGL. 2 FILE No.
	Design			
Date 2 - 18 - 91	Drawn M. L. S.	Drawing No	Work Order No. 90-026	
	Checked			