

3-C-33

## AGENDA ITEM SUMMARY

**Submitted For:** Right-of-Way Acquisition Section

## I. EXECUTIVE BRIEF

N:\R\_O\_W\Richard\OKEECHOBEE BLVD DRY DETENTION FPL\11-21-06 BD ACT DRY RETENTION  
OKEECHOBEE SEMINOLE EAST P&S AGMT FPL Final Draft 10-18-06.doc

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$551,303</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>\$551,303</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 3500 Dept. 361 Unit 0923 Object 6120.  
Program

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

Transportation Improvement Fund  
Seminole Colony Drainage E-Dist 2

C. Departmental Fiscal Review: R. D. Ward 10/16/06

## III. REVIEW COMMENTS

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

[Signature] 10-30-06  
OFMB  
[Signature] 10-20-06  
[Signature] 10-27-06

[Signature] 11/11/06  
Contract Dev. and Control  
[Signature] 11/11/06

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

[Signature] 11/2/06  
Assistant County Attorney

### C. Other Department Review:

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

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

R42

SEE PG 46

R4

LOCATION MAP

F

E

T43

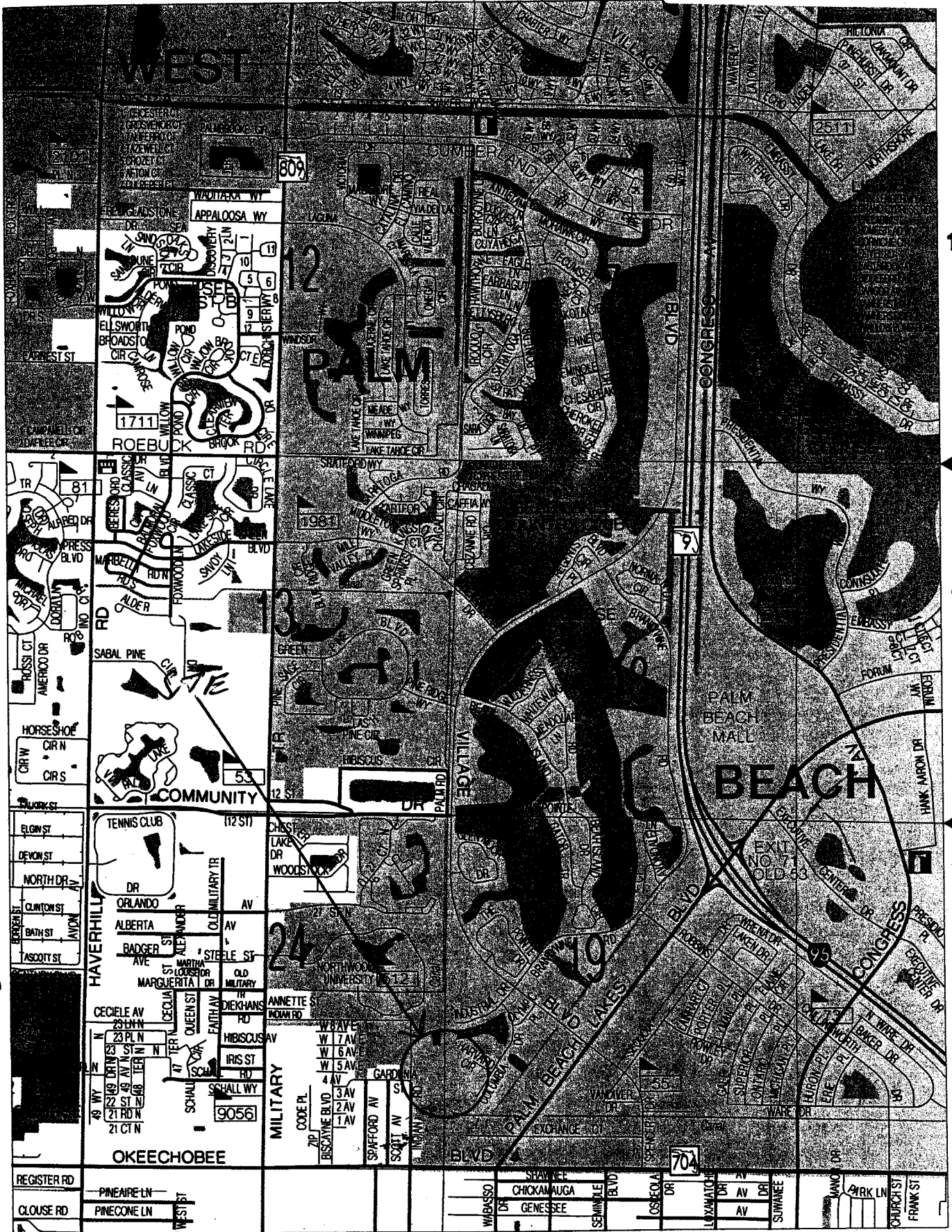
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T43

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18



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E

SEE PG 70

**AGREEMENT OF PURCHASE AND SALE**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 between Florida Power & Light Company, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Property Tax Department, ("Seller") and Palm Beach County, a political subdivision of the State of Florida whose mailing address is P.O. Box 21229, West Palm Beach, Florida 33416, ("Buyer").

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described property upon the terms and conditions hereinafter set forth:

1. Description of Property.

Seller has fee simple title to that certain real property located in Palm Beach County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property")

2. Purchase Price:

The total purchase price for the Property (the "Purchase Price"), plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be the sum of Five Hundred Fifty One Thousand Three Hundred Three and 00/100 Dollars (\$551,303.00). The Purchase Price shall be payable at Closing.

3. Time for Acceptance.

If this Agreement is not executed by Seller in one or more counterparts within fifteen (15) days of receipt of this Agreement by Seller from Buyer, this Agreement shall not take effect and shall be null and void. The Effective Date of this Agreement shall be the date when the Seller has signed this Agreement, which date shall be indicated in the signature page hereof (the "Effective Date").

4. Closing.

This transaction shall be closed and the deed, other closing instruments and possession shall be delivered to Buyer on or before ninety (90) days of the Effective Date (the "Closing" or "Closing Date"), unless extended by other provisions of this Agreement; provided however, that all contingencies to Buyer's obligations and all other terms and conditions to be performed by Seller have been satisfied. Closing shall then take place fifteen (15) days after all such conditions, terms, and contingencies have been satisfied or waived. The precise time and place of Closing shall be determined by Seller.

5. Executive Management/Board of Directors' Approval.

The Buyer understands and agrees that, while this Agreement bears the execution of Seller, final approval of the transaction contemplated herein rests with Seller's Executive Management and/or Board of Directors, and such final approval cannot be obtained until, on/or about sixty (60) days from the Effective Date. Buyer further understands and agrees that upon notification by Seller that this Agreement has not been approved by Seller's Executive Management and/or Board of Directors, this Agreement shall be deemed immediately cancelled and of no further force and effect and without Seller's being obligated for any loss or damage to Buyer. Without limiting the generality of the foregoing, Buyer expressly understands and agrees that this Agreement may be disapproved by Executive Management and cancelled as provided above without this Agreement being submitted to

Seller's Board of Directors. For purposes of this clause, the term "Executive Management" shall mean the Vice President or other officer of Seller who is directly responsible to the President of Seller for the management of Seller's real estate assets.

6. Documents for Closing.

Buyer hereby expressly agrees that title to the Property shall be conveyed from Seller to Buyer by Special Warranty Deed in the form of Exhibit "B" attached hereto and by this reference made a part hereof. Buyer acknowledges and agrees that the Property is being purchased for dry retention and will require a setback of forty (40) feet from the south side of the transmission poles and a setback of ten (10) feet from the north side of the transmission poles that traverse the Property.

The Special Warranty Deed will contain a recitation of said restrictive uses. At Closing, Buyer will execute for recording a perpetual easement over the entire Property for maintenance of Seller's facilities in the form of Exhibit "C" attached hereto and by this reference made a part hereof. Additionally, both parties agree that an FPL Consent Agreement attached hereto as Exhibit "D" shall be executed at Closing. A memorandum of said Consent Agreement will be recorded. Buyer must finalize its plans and specifications for the dry retention area and Seller must approve Buyer's plans prior to Closing. Seller shall deliver at Closing the affidavit in the form attached hereto as Exhibit "E" and by this reference made a part hereof.

7. Expenses.

Documentary stamps which are required to be affixed to the deed, the cost of recording the deed and the cost of an owner's title insurance policy, including all abstracts and related costs shall be paid by the Buyer. Seller shall pay for the recording of any corrective instruments.

8. Prorations.

The real estate taxes for the year in which the transaction is closed shall be prorated as of the date of Closing and the pro rata amount thereof shall be credited against the balance of the Purchase Price. The proration shall be based upon the previous year's taxes, if the current year's assessment is not available. Seller shall pay all assessments and liens for public improvements against the Property, if any, which are as of the date of closing certified liens. Buyer shall assume and pay all assessments and liens, if any, for public improvements which become certified subsequent to the date of Closing. Either party may request and shall be entitled to a re-proration of taxes when the actual amount for the year of Closing is levied.

9. Title Evidence.

Buyer shall be responsible for obtaining at its expense a title insurance commitment to satisfy itself that Seller owns the Property within thirty (30) days from the effective date. Buyer shall have twenty (20) days from the Effective Date of this Agreement during which to notify Seller of any title or survey defects to which Buyer objects. Seller shall have the option to elect to cure such title defects prior to closing. If Buyer fails to so notify Seller within said twenty (20) days, Buyer shall be deemed to have accepted title to the Property in its existing condition.

Notwithstanding any provision contained in this Agreement to the contrary, expressed or implied, Seller shall have no obligation whatsoever to correct any title defect of any kind (except such title defects as may be created by Seller subsequent to the date of this Agreement), and any liens affecting the Property unless Seller elects to do so, nor shall Buyer be entitled to any reduction in Purchase Price or set off against the Purchase Price by reason of same. If any title defect is disclosed by Buyer to Seller, and if Seller elects not to correct, or fails to correct within the time period set forth in said Section 9, such title defect, then Buyer shall have the option of (i) accepting the title as it then is; or (ii) demanding a refund of all monies paid hereunder which shall forthwith be returned

to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement.

10. No Representations as to Quantity, Quality, or Condition of Property, No Warranty other than Title.

By its execution hereof, the Buyer understands and agrees that Seller has made no representations or warranties as to the quantity, quality or condition of the Property described herein, the suitability of the zoning thereof, or the availability of permits relating thereto and Buyer acknowledges that Buyer has fully examined said Property prior to the date hereof and that Buyer will not be relying upon any representation or inducement that may have been made by Seller or Seller's representatives, agents or employees with respect to the quantity, quality or with respect to the present or future condition, environmental or otherwise, zoning or permitting of said Property.

Buyer understands and agrees the conveyance of the Property described herein from Seller to Buyer shall be "AS IS" with a special warranty as to title only and without any warranty for any other purpose, express or implied.

11. Nature of Transaction.

Buyer and Seller agree that the transaction contemplated herein is one "in gross" and not "per acre" or "per square foot", and any deficiency or surplus which may be determined to exist in regard to the quantity of the Property described herein shall not affect the Purchase Price set forth in this Agreement.

12. Remedies on Default of Buyer.

If Buyer fails to close, and the Seller is not in default hereunder, and title is as required under this Agreement, this Agreement and all rights and obligations of the parties hereunder shall terminate and thereafter, the parties hereto shall be released from all obligations hereunder.

13. Remedies on Default of Seller.



If for any reason, Seller fails, neglects or refuses to perform this Agreement, Buyer's right to receive the return of any monies deposited will be the sole exclusive remedy of Buyer in full satisfaction of any claim which Buyer may have against Seller.

14. Condemnation.

In the event of the institution of any proceedings, or if subject to a bona fide threat of such proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any portion of the Property by Eminent Domain, Seller may cancel this Agreement, whereupon any Deposit shall be returned to Buyer and this Agreement thereupon shall be of no further force and effect.

15. Inspection.

Buyer, its agents or employees, shall have the right to enter upon the Property for surveys and inspections for a period of sixty (60) days from the Effective Date. Buyer agrees to leave the Property it has inspected in a state substantially comparable to its condition at the commencement of the Due Diligence Period. Buyer agrees to be responsible and liable for all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which Seller may incur as a result of the activities of the Buyer respecting the Seller's Property during the Due Diligence Period. Nothing herein shall be construed as a waiver by Buyer of its sovereign immunity. Buyer shall remove or cause to be removed any zoning or special use permits, or other governmental approval obtained by Buyer, as to the Seller's Property, if required by Seller by written notice to Buyer within sixty (60) calendar days of the termination of this Agreement. Notwithstanding anything to the contrary contained herein or in this Agreement, in the event of a termination of this Agreement for any reason, Buyer shall cooperate with Seller, including but not limited to execution of documents, applications, etc., to remove any zoning or

special use permits, or other governmental approval obtained by Buyer, as to the Seller's Property, provided that in the event of a termination due to Seller's default, Buyer shall be required to bear no expense in connection therewith. The provisions hereof shall survive the termination of this Agreement or the Closing.

In the event any tests or inspections reveal anything that render the Property unusable for Buyer's intended use, Buyer shall have the right to terminate this Agreement within sixty (60) days of the Effective Date and all deposits shall be returned to Buyer.

16. Provisions to be Included on Special Warranty Deed.

Buyer understands and agrees that the following provisions will be included and made a part of Seller's conveyance by Special Warranty Deed of the Property:

1. BY ACCEPTANCE HEREOF, THE GRANTEE(S) ACKNOWLEDGE(S) THAT THE ABOVE-DESCRIBED REAL PROPERTY CONVEYED HEREBY IS ADJACENT TO REAL AND PERSONAL PROPERTY OWNED BY GRANTOR AND USED BY IT AS A PUBLIC UTILITY CORPORATION OF THE STATE OF FLORIDA, AND GRANTEE(S) ACCEPT(S) THE CONVEYANCE OF THE ABOVE-DESCRIBED PROPERTY WITH THIS FULL KNOWLEDGE AND SUBJECT TO THE USE OF THE GRANTOR'S ADJACENT LAND AND PERSONAL PROPERTY FOR SUCH PURPOSES OR ANY OTHER LEGALLY AUTHORIZED USE.
2. THE PROPERTY DESCRIBED HEREIN IS TO BE USED BY GRANTEE, ITS SUCCESSORS AND ASSIGNS FOR DRY RETENTION. GRANTEE COVENANTS AND AGREES THAT GRANTOR REQUIRES A FIFTY-FOOT BERM AT THE BASE OF THE TRANSMISSION POLES THAT TRAVERSE THE PROPERTY.

GRANTEE WILL CONSTRUCT EACH BERM TO BE SITUATED TEN (10) FEET NORTH OF THE TRANSMISSION POLES AND FORTY (40) FEET SOUTH OF THE TRANSMISSION POLES. GRANTEE'S SIGNATURE ON THIS DEED CONFIRMS ITS ACCEPTANCE OF THESE RESTRICTIONS.

17. Brokerage.

Each party hereto represents to the other that there are no real estate brokers involved in this transaction. The representations, warranties and agreements contained in this section shall survive the Closing of this transaction.

18. Parties in Interest.

All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and assigns of the Buyer and Seller.

19. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be changed or waived except by an instrument in writing and executed by both Seller and Buyer.

20. Governing Law.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

21. Notices.

Notices under this Agreement shall be deemed served when sent by prepaid overnight courier or deposited in the United States mail, registered or certified mail, return receipt requested with sufficient postage and directed to the address specified as follows:

**SELLER:** Florida Power & Light Company  
Attn: Katherine C. Blaney  
700 Universe Boulevard  
Dept. CRE/JB  
Juno Beach, FL 33408

**With a copy to:** Florida Power & Light Company  
Attn: Alene S. Egol, Esq.  
700 Universe Boulevard  
Juno Beach, FL 33408

**BUYER:** Palm Beach County.  
Morton Rose, P.E., Manager.  
Right of Way Acquisition  
P.O. Box 21229  
West Palm Beach, FL 33416

**With a copy to:** Palm Beach County  
Paul King, Assistant County Attorney  
301 Olive Avenue – Suite 601  
West Palm Beach, FL 33401

22. Insertion of Corrections or Modifications.

Typewritten or handwritten provisions inserted on this Agreement or on the exhibits hereto (and initialed by the parties) shall control all printed provisions in conflict therewith.

23. Time.

Time is of the essence in this Agreement.

24. Counterparts.

This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement.

25. No Assignment.

The rights of Buyer hereunder may not be assigned by the Buyer without the prior written consent of the Seller.

26. Agreement not to be Recorded.

This Agreement shall not be recorded in any public records by either party hereto.

27. Seller's Right to Elect a Like Kind Exchange.

In the event, prior to closing, Seller shall desire to restructure this transaction as a tax deferred exchange for property identified by Seller, pursuant to §1031 of the Internal Revenue Code, Buyer, as an accommodation to Seller, shall enter into and execute any such amendatory documentation as Seller may reasonably request; provided however, that Buyer shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof, Buyer shall have no liability to Seller whatsoever in the event the subject transaction is found, held or adjudicated not to qualify as or as a part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code.

Notwithstanding the foregoing, no failure to close of any transaction involving any premises to be exchanged shall affect Seller's obligation to convey the Property as and when required hereunder.

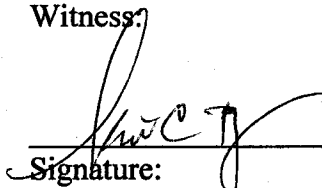
28. Access Easement.

Seller agrees to grant Buyer an Access Easement as set forth in Exhibit "F" annexed hereto and made a part hereof.

(Remainder of page intentionally left blank to allow for signatories)

IN WITNESS WHEREOF, Seller and Buyer have caused these presents to be executed, all of  
which has been done on the date shown below for each party.

Witness:

  
Signature: \_\_\_\_\_

Print Name: KATHERINE C. BLAWIE

  
Signature: \_\_\_\_\_

Print Name: Jamie A. Patterson

SELLER:  
FLORIDA POWER & LIGHT COMPANY

By: Nancy A. Swalwell  
As its Asst. Secretary

Date: May 19, 2006  
Dir., Corp. Real Estate

BUYER:  
PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Date: \_\_\_\_\_

Attest: SHARON R. BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

Approved as to Terms and Conditions

By: Charles Rich  
Engineering

**Exhibit "A"**  
**To Agreement of Purchase and Sale**

**Legal Description**

Being a Portion of land situate in the Southwest one-quarter (1/4) of Section 19, Township 43 South, Range 43 East, City of West Palm Beach, Palm Beach County, Florida more particularly described as follows:

Commencing at the said Southwest corner of said Section 19, thence N 01 Degrees 14' 33" E along the West line of said Section 19 a distance of 958.09 feet to the POINT OF BEGINNING;

Thence N 01 Degrees 14' 33"E continuing along the West line of Section 19 a distance of 1365.99 feet;

Thence S 88 Degrees 53' 06" E departing said West line of Section 19 a distance of 150.00 feet to a point;

Thence S 01 Degrees 14' 33"W along a line 150.00 feet parallel with and East of the West line of said Section 19 a distance of 1,528.10 feet to a curve concave to the Northeast having a central angle of 12 Degrees 13' 07" and a radius of 85.00 feet;

Thence Northwesterly along said curve an arc length of 18.13 feet to a point;

Thence N 22 Degrees 32' 15"W a distance of 81.16 feet to a curve concave to the Southwest having a central angle of 50 Degrees 41' 27" and a radius of 90.00 feet;

Thence along said curve in a Northwesterly direction having an arc length of 79.62 feet;

Thence N 01 Degrees 14' 33"E a distance of 21.50 feet;

Thence N 88 Degrees 53' 06"W a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 4.87 acres of land, more or less.

**Exhibit "B"**  
**To Agreement of Purchase and Sale**

Prepared by:  
Alene S. Egol, Esq.  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408

**Special Warranty Deed**

This Special Warranty Deed made on the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between Florida Power & Light Company, a Florida corporation, having its mailing address at P.O. Box 14000, Juno Beach, Florida 33408-0420, ("Grantor") and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is \_\_\_\_\_, ("Grantee").

**WITNESSETH:**

Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, hereby grants, sells, and conveys to Grantee, its successors and assigns forever all of that certain land situated and located in Palm Beach County, Florida and more particularly described as follows:

See Exhibit "A" attached hereto and by this reference  
made a part hereof for the description of the land conveyed hereby.

Subject to taxes and special assessments for the year and all subsequent years, to zoning restrictions and other requirements imposed by governmental authority, and to easements, conditions, reservations, restrictions and limitations of record.

Subject to a perpetual easement over the land from Grantee to Grantor pursuant to an easement instrument to be recorded simultaneously herewith.

This conveyance is made subject to the following conditions and restrictions:

1. By acceptance hereof, the Grantee acknowledges that the above-described real property conveyed hereby is adjacent to real and personal property owned by Grantor and used by it as a public utility corporation of the State of Florida, and Grantee accepts the conveyance of the above-described property with full knowledge and subject to the use of



the Grantor's adjacent land and personal property for such purposes or any other legally authorized use.

2. The property described herein is to be used by Grantee, its successors and assigns for dry retention. Grantee covenants and agrees that Grantor requires a fifty (50) foot berm at the base of the transmission poles that traverse the land described on Exhibit "A". Grantee will construct each berm to be situated ten (10) feet north of the transmission poles and forty (40) feet south of the transmission poles. Grantee's signature on this deed confirms its acceptance of these restrictions.

The Grantor hereby binds itself and its successors to warrant the title as against all acts of the Grantor herein and no other, subject only to the matters set forth above.

In Witness Whereof, Grantor has caused this instrument to be signed by its duly authorized officer on the date first above written.

Executed in the presence of:

FLORIDA POWER & LIGHT COMPANY

Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: Nancy A. Swalwell  
 Its: Dir. Corp. Real Estate and Asst. Secretary

Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_

State of Florida )  
 )ss  
County of Palm Beach )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Nancy A. Swalwell, Director of Real Estate and Assistant Secretary of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

**In Witness Whereof, I hereunto set my hand and official seal.**

(seal)

**Notary Public, State of Florida**

Grantee's signature herein evidences Grantee's acceptance of the restrictions and conditions set forth herein.

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Date: \_\_\_\_\_

Attest: SHARON R. BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**EXHIBIT "A" to  
SPECIAL WARRANTY DEED**

**Legal Description**

Being a Portion of land situate in the Southwest one-quarter (1/4) of Section 19, Township 43 South, Range 43 East, City of West Palm Beach, Palm Beach County, Florida more particularly described as follows:

Commencing at the said Southwest corner of said Section 19, thence N 01 Degrees 14' 33" E along the West line of said Section 19 a distance of 958.09 feet to the POINT OF BEGINNING;

Thence N 01 Degrees 14' 33"E continuing along the West line of Section 19 a distance of 1365.99 feet;

Thence S 88 Degrees 53' 06" E departing said West line of Section 19 a distance of 150.00 feet to a point;

Thence S 01 Degrees 14' 33"W along a line 150.00 feet parallel with and East of the West line of said Section 19 a distance of 1,528.10 feet to a curve concave to the Northeast having a central angle of 12 Degrees 13' 07" and a radius of 85.00 feet;

Thence Northwesterly along said curve an arc length of 18.13 feet to a point;

Thence N 22 Degrees 32' 15"W a distance of 81.16 feet to a curve concave to the Southwest having a central angle of 50 Degrees 41' 27" and a radius of 90.00 feet;

Thence along said curve in a Northwesterly direction having an arc length of 79.62 feet;

Thence N 01 Degrees 14' 33"E a distance of 21.50 feet;

Thence N 88 Degrees 53' 06"W a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 4.87 acres of land, more or less.

**Exhibit "C"**  
**To Agreement of Purchase and Sale**

**Prepared by:**  
Alene S. Egol, Esq  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408

**Return to:**

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that PALM BEACH COUNTY, a political subdivision of the State of Florida, in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to the FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way, 150 feet in width, to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of Palm Beach and the State of Florida and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the above-described right-of-way with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Date: \_\_\_\_\_

Attest: SHARON R. BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**Exhibit "A"**  
**To Easement**

**Legal Description**

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Thence S 01 Degrees 14' 33"W along a line 150.00 feet parallel with and East of the West line of said Section 19 a distance of 1,528.10 feet to a curve concave to the Northeast having a central angle of 12 Degrees 13' 07" and a radius of 85.00 feet;

Thence Northwesterly along said curve an arc length of 18.13 feet to a point;

Thence N 22 Degrees 32' 15"W a distance of 81.16 feet to a curve concave to the Southwest having a central angle of 50 Degrees 41' 27" and a radius of 90.00 feet;

Thence along said curve in a Northwesterly direction having an arc length of 79.62 feet;

Thence N 01 Degrees 14' 33"E a distance of 21.50 feet;

Thence N 88 Degrees 53' 06"W a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 4.87 acres of land, more or less.

**Exhibit "D"**  
**To Agreement of Purchase and Sale**

Line Name: \_\_\_\_\_ Parcel No.: \_\_\_\_\_  
Structure No.: 90D9, 90D10, 91D2, 190T3, 190T4, 190T5  
Section, Township, Range: 19 / T43S / R43E

**RIGHT-OF-WAY CONSENT AGREEMENT**

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "Company", hereby consents to PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is P.O. Box 21229, West Palm Beach, Florida 33416-1229, hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in OR Book \_\_\_\_\_, at Page \_\_\_\_\_, public Records of Palm Beach County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of the Lands by Licensee, shall be solely for the purpose of dry retention and related connected facilities, as shown on the plans and specifications survey drawing submitted by Licensee, attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.
2. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations, upon reasonable notice to Licensee; and the right to enter upon the Lands at all times for security, repair and maintenance purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate or alter, its facilities and equipment, , and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate or alter, said facilities, equipment, and other improvements within a reasonable amount of time after receipt of notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.
3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees to use no tools, equipment or machinery on the land extending greater than fourteen (14) feet above existing grade and agrees to notify its agents, employees, and contractors of this requirement. No dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a fifty (50) foot wide setback, forty (40) feet from the south side of Company's transmission poles and ten (10) feet from the north side of Company's transmission poles.

5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed, at maturity, a height of fourteen (14) feet above existing grade. Licensee hereby agrees to maintain the height of all vegetation on the Lands at a height not to exceed fourteen (14) feet above existing grade.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this state.

13. Without waiving the right to sovereign immunity as provided by Florida Statutes, Section 768.28, the Licensee acknowledges that it is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence; or such monetary limits that may change and be set forth by the Florida legislature. Licensee agrees to provide a statement or certificate of insurance evidencing such self-insurance.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee.



15. . Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

(Remainder of page intentionally left blank to allow for signatories)

The parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

FLORIDA POWER & LIGHT COMPANY

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(Corporate Seal)

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Date: \_\_\_\_\_

Attest: SHARON R. BOCK, CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

Approved as to Terms and Conditions

By: Charles Rich  
Engineering

CCC/DGE  
3740#RW.Con (4C)

**Exhibit "A"**  
**To Right-of-Way Consent Agreement**

**Legal Description**

Being a Portion of land situate in the Southwest one-quarter (1/4) of Section 19, Township 43 South, Range 43 East, City of West Palm Beach, Palm Beach County, Florida more particularly described as follows:

Commencing at the said Southwest corner of said Section 19, thence N 01 Degrees 14' 33" E along the West line of said Section 19 a distance of 958.09 feet to the POINT OF BEGINNING;

Thence N 01 Degrees 14' 33"E continuing along the West line of Section 19 a distance of 1365.99 feet;

Thence S 88 Degrees 53' 06" E departing said West line of Section 19 a distance of 150.00 feet to a point;

Thence S 01 Degrees 14' 33"W along a line 150.00 feet parallel with and East of the West line of said Section 19 a distance of 1,528.10 feet to a curve concave to the Northeast having a central angle of 12 Degrees 13' 07" and a radius of 85.00 feet;

Thence Northwesterly along said curve an arc length of 18.13 feet to a point;

Thence N 22 Degrees 32' 15"W a distance of 81.16 feet to a curve concave to the Southwest having a central angle of 50 Degrees 41' 27" and a radius of 90.00 feet;

Thence along said curve in a Northwesterly direction having an arc length of 79.62 feet;

Thence N 01 Degrees 14' 33"E a distance of 21.50 feet;

Thence N 88 Degrees 53' 06"W a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 4.87 acres of land, more or less.

---



**Exhibit "E"**  
**To Agreement of Purchase and Sale**

**Affidavit of Seller**

State of Florida                     )  
  )ss:  
County of Palm Beach             )

Before me, the undersigned authority, personally appeared Nancy A. Swalwell, who, being by me first duly sworn, deposes and says:

1. That she is Director of Corporate Real Estate and Assistant Secretary of Florida Power & Light Company, a Florida corporation ("FPL"), owner of the property described in Exhibit "A" attached hereto as a part hereof.
2. That FPL is not a foreign person as that term is defined in Section 1445(f)(3) of the Internal Revenue Code.
3. That FPL's United States Taxpayer Identification Number is 59-0247775; and that FPL's United States address is: P.O. Box 14000, Juno Beach, FL 33408-0420.
4. That no one has any adverse interest, claim or possession in and to the property.
5. That no work has been done on or about such property within the last ninety (90) days which would constitute a mechanics' or materialmen's lien against the property and that there are no such liens either recorded or unrecorded.

FLORIDA POWER & LIGHT COMPANY

By: \_\_\_\_\_  
Date: \_\_\_\_\_

State of Florida                     )  
  )ss:  
County of Palm Beach             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned notary public, personally appeared Nancy A. Swalwell, Director of Corporate Real Estate and Assistant Secretary of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

In Witness Whereof, I hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
Notary Public, State of Florida

**Exhibit "A" to  
Affidavit**

**Legal Description**

Being a Portion of land situate in the Southwest one-quarter (1/4) of Section 19, Township 43 South, Range 43 East, City of West Palm Beach, Palm Beach County, Florida more particularly described as follows:

Commencing at the said Southwest corner of said Section 19, thence N 01 Degrees 14' 33" E along the West line of said Section 19 a distance of 958.09 feet to the POINT OF BEGINNING;

Thence N 01 Degrees 14' 33"E continuing along the West line of Section 19 a distance of 1365.99 feet;

Thence S 88 Degrees 53' 06" E departing said West line of Section 19 a distance of 150.00 feet to a point;

Thence S 01 Degrees 14' 33"W along a line 150.00 feet parallel with and East of the West line of said Section 19 a distance of 1,528.10 feet to a curve concave to the Northeast having a central angle of 12 Degrees 13' 07" and a radius of 85.00 feet;

Thence Northwesterly along said curve an arc length of 18.13 feet to a point;

Thence N 22 Degrees 32' 15"W a distance of 81.16 feet to a curve concave to the Southwest having a central angle of 50 Degrees 41' 27" and a radius of 90.00 feet;

Thence along said curve in a Northwesterly direction having an arc length of 79.62 feet;

Thence N 01 Degrees 14' 33"E a distance of 21.50 feet;

Thence N 88 Degrees 53' 06"W a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 4.87 acres of land, more or less.

**Exhibit "F"**  
**To Agreement of Purchase and Sale**

**Access Easement**

Prepared by:  
Alene S. Ego, Esq.  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408

**ACCESS EASEMENT**

THIS EASEMENT is hereby granted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Property Tax Department ("Grantor"), to PALM BEACH COUNTY, a political subdivision of the State of Florida, whose mailing address is P.O. Box 21229, West Palm Beach, Florida 33416 ("County").

Grantor, for and in consideration of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to County, his successors and assigns, the right, privilege, and use of a perpetual access easement over, across and through the following described property of the Grantor, situated in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof ("Easement").

This grant of easement is subject to the following terms and conditions:

1. The Easement may be used for ingress and egress by County to access the County's property described in Exhibit "B" ("County Property").
2. This Easement is granted together with all rights necessary or convenient for the full use and enjoyment of the Property for the purposes described herein, including without limitation (a) the right of County to keep any road on the Easement clear of brush, trees and obstructions as may be necessary or desirable for County's use; and (b) the right of ingress and egress for personnel and equipment of County, his successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

Signed, sealed and delivered  
in the presence of:

FLORIDA POWER & LIGHT COMPANY,  
a Florida corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    )  
  )ss:  
COUNTY OF PALM BEACH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_(title) of FLORIDA POWER & LIGHT COMPANY, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced \_\_\_\_\_, as identification, and acknowledged that she executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:



Exhibit "A"  
To Access Easement

Easement  
Legal Description

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES IN SECTION 19, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE PLAT OF OKEECHOBEE ROAD COMMERCIAL AREA, RECORDED IN PLAT BOOK 28, PAGE 30, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA SAID POINT BEING THE NORTHWEST CORNER OF THE ALLEY ADJACENT TO BLOCK A-1:

THENCE SOUTH 88° 53' 06" EAST, ALONG THE NORTH LINE OF SAID PLAT A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 01° 06' 54" EAST, A DISTANCE OF 45.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 40.00 FEET;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 25" A DISTANCE OF 62.81 FEET;  
THENCE NORTH 88° 51' 31" WEST, A DISTANCE OF 108.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS 105.00 FEET;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 19' 16" A DISTANCE OF 121.54 FEET;  
THENCE NORTH 22° 32' 15" WEST, A DISTANCE OF 81.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 70.00 FEET;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 10' 02" A DISTANCE OF 80.84 FEET;  
THENCE NORTH 88° 42' 17" WEST, A DISTANCE OF 25.97 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 43 EAST;  
THENCE NORTH 01° 14' 33" EAST, ALONG SAID WEST LINE A DISTANCE OF 38.08 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1366.00 FEET OF THE SOUTH 2324.09 FEET OF SAID SECTION 19;  
THENCE SOUTH 88° 53' 06" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 50.00 FEET;  
THENCE SOUTH 01° 14' 33" WEST, A DISTANCE OF 21.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 16° 46' 18" W A DISTANCE OF 90.00 FEET;  
THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 41' 27", A DISTANCE OF 79.62 FEET;  
THENCE SOUTH 22° 32' 15" EAST, A DISTANCE OF 81.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 85.00 FEET;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 19' 16" A DISTANCE OF 98.39 FEET;  
THENCE SOUTH 88° 51' 31" EAST, A DISTANCE OF 108.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 60.00 FEET;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 25" A DISTANCE OF 94.22 FEET;  
THENCE SOUTH 01° 06' 54" WEST, A DISTANCE OF 45.75 FEET TO A POINT ON THE NORTH LINE OF SAID PLAT;  
THENCE NORTH 88° 53' 06" WEST, ALONG SAID NORTH LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.


CONTAINS: 0.271 ACRE, MORE OR LESS.

REPORT:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS IS NOT A SURVEY.
3. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.
4. THIS INSTRUMENT WAS PREPARED BY WILLIAM ETHERIDGE, P.L.S., FLORIDA CERTIFICATE NO. 3173, IN THE OFFICE OF THE COUNTY ENGINEER.
5. BEARINGS SHOWN ARE GRID. THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 43 EAST BEARS N01°14'33"E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

I HEREBY CERTIFY THAT THE DESCRIPTION SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61-G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

8/11/05  
DATE  
W.C. Etheridge  
WILLIAM ETHERIDGE, P.L.S.  
FLORIDA CERTIFICATE NO 3173

SHEET 2	PROJECT DESCRIPTION SKETCH FPL ACQUISITION & ACCESS EASEMENT SEC 19, TWP 43S, RGE 43E	DESIGN FILE NAME S-1-05-2384.DGN	DRAWING NO. S-1-05-2384	DATE 8/9/05	SCALE 1"=50'	APPROVED WCE CAD CHECKED N/H	FIELD BOOK NO. 1270AA	NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ENGINEERING SERVICES  160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406

