

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** November 21, 2006

(X) Consent

( ) Regular

( ) Workshop

( ) Public Hearing

**Department**

**Submitted By:** Environmental Resources Management

**Submitted For:** Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Execution of three (3) Construction Access Easement Agreements (50-year term) with the Water Glades Property Owners Association, Dunes Towers Association, and the Eastpointe II Condominium Association relative to property included within the limits of the Singer Island Shore Protection Project.

**Summary:** The Singer Island Shore Protection Project includes dune restoration in an area determined by the Florida Department of Environmental Protection (FDEP) to be "critically eroded". Dune restoration reconstructs past dune profiles and stabilizes the sand with appropriate native dune vegetation. Easement agreements are required for construction access to the beach and dune areas within the project limits. These easement agreements are for a fifty-year term beginning on the date of execution of the documents. District 1 (SF)

**Background and Justification:** In response to an erosional trend on the north end of Singer Island, staff is obtaining a permit from the Florida Department of Environmental Protection (FDEP) for restoration of the dune. A reimbursement agreement with FDEP (Project Agreement H5PB1) was executed by the Board on August 16, 2005 and is currently getting amended to carry through April 2007 at 90% reimbursement. Three construction access easement agreements were approved by the Board on December 18, 2001 and an additional access easement agreement was approved on November 1, 2005. To date twenty easement agreements for dune restoration in the project area are in place.

**Attachments:**

1. Location Map
2. Three (3) Construction Access Easement Agreements

**Recommended by:**

Richard E. Walby  
Department Director

11/5/06  
Date

**Approved by:**

[Signature]

11/13/06

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	_____	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Program \_\_\_\_\_

*No fiscal impact.*

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

### C. Department Fiscal Review:

## III. REVIEW COMMENTS

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

*[Signature]* 11-8-06  
OFMB  
 11/8/06

*[Signature]* 11/9/06  
Contract Development and Control  
 11/9/06

### B. Legal Sufficiency:

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

This item complies with current  
County policies.

### C. Other Department Review:

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



Return To:  
Michael Stahl, Environmental Analyst  
Palm Beach County  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

### **EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS**

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 between Water Glades Property Owners Association, whose mailing address is 5540 North Ocean Drive, Singer Island, Florida, 34404 ("Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, ("Grantee"), both being herein referred to collectively as the "parties", for the sole purpose of providing construction access for the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

1. Grant of Easement. In consideration of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains and conveys to the Grantee, its subcontractors, agents and employees, a temporary, non-exclusive easement on, over, under, through and across the Property described in Exhibit "A," attached hereto and incorporated herein ("the Easement Premises") for construction access purposes. This instrument is further subject to all easements, restrictions, covenants, conditions, limitations and reservations of record, if any. Grantee's use of the Easement Premises as provided herein shall not interfere with Grantor's right to construct or improve a sea wall on Grantor's Property.

2. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the temporary limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor's successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees members and Grantee and its subcontractors, agents and employees any access rights to the Easement Premises or access to the beach from the Grantor's property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.

3. Grantee's Use. The Easement Premises may be used by Grantee, its subcontractors, agents or employees solely for the purpose of providing access during and only during periods of construction or maintenance associated with the Project. The parties acknowledge that it may be necessary to remove obstructions from the Easement Premises and this may include removing vegetation, pruning vegetation, and removing fencing or any other obstacles within the Easement Premises.

4. Grantee's Obligations. Grantee shall obtain all permits and approvals required by all applicable governmental entities in order to perform the acts contemplated herein. Grantee shall safeguard and maintain the Easement Premises and its immediate environs throughout the term of the Project. Any damage caused by Grantee or its agents or employees to the surface or sub-surface portion of the Easement Premises or any property of the Grantor or others located therein shall be repaired by the Grantee in a workmanlike manner. Such repair work may include, but is not limited to, placing sod on the easement area and re-routing any existing irrigation lines. The grade established during the initial preparation of the easement will permanently remain in the event the easement is used for future shore protection projects. Grantee will use best efforts to restore the easement area no later than three months after the completion of each Project event requiring construction access. Generally, dune restoration work associated with the Project will commence on or about November 1<sup>st</sup> through February 28<sup>th</sup> of the following year; construction access will be required during that period.

4

Grantee shall provide Grantor with ten (10) days prior written notification of Grantee's desire to enter onto the Easement Premises.

5. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents or employees under this Agreement. Grantor specifically understands and agrees that large sums of money will be expended by the County and the State of Florida for the purpose of this Project in reliance upon the rights granted by this Easement Agreement remaining unmodified and un-revoked for the full term of this Agreement. Grantee further acknowledges and agrees that Grantor shall have a representative on-site observing the activities of Grantee and in the event Grantee, its agents, employees or consultants are violating the terms of this Easement Agreement, such Grantor representative shall have the right but not the obligation to stop the work in progress, and Grantee shall hold Grantor harmless from such work stoppage.

6. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years, except as set forth in Section 7 below. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a memorandum or notice of termination.

7. Termination For Cause. This Agreement may, at the discretion of the Grantor, terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work associated with the Project, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Project as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if the Grantee fails to perform in accordance with this Agreement through no fault of the Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Subordination of Rights. The Easement hereby granted is subject and subordinate to: (i) the easements granted in and by any Declaration recorded or to be recorded by Grantor and any such amendments to the Declaration hereinafter enacted; and (ii) Grantor's right to enter and work upon the Easement Premises.

9. Insurance. Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Grantee acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. Grantee's subcontractors using the Easement Premises for construction access purposes shall at all times maintain insurance coverage at or above the coverage required by the Grantee.

10. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee 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 Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

11. Grantor's Representations. Grantor represents and warrants that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; Grantor has the full right, power and authority to grant this Easement and all other rights granted hereunder to Grantee and that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. If any person shall seek to set aside this Easement or to nullify the rights granted hereunder based upon an alleged superior right in the Easement Premises, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to

Grantee the rights and interest granted hereunder.

12. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate authorization necessary to bind Grantor to the terms of this Agreement. Any person executing this Agreement and representing Grantee hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantee to the terms of this Agreement.

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. Prohibited Acts by Grantee. With the sole exception of the Easement Premises, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any unauthorized portion of Grantor's property damaged or destroyed and/or impairment thereto caused by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises. Unless otherwise authorized by the Grantor, the Grantee shall perform work on the Easement Premises only on weekdays, between 8:00 a.m. and 5:00 p.m. Grantee shall promptly remove, on a daily basis, any unauthorized debris resulting from Grantee's work on the Easement Premises.

15. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Easement Premises from impending damage or loss due to wind, seas, storms or other forces of nature in the event that Grantee is unwilling or unable to undertake such actions for any reason including lack of funding.

16. Governing Law and Venue. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. This Agreement shall be governed by the laws of the State of Florida.

17. Modification. This instrument shall not be modified except by written agreement signed by Grantor and Grantee.

18. Binding Effect. The covenants contained in this instrument, including all benefits and burdens, are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns.

19. No Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers or render them liable for the debts or obligations of the other.

20. Recordation. This instrument shall be recorded in the Public Records of Palm Beach, County, Florida.

21. Vacation Of Easement. In the event of a termination of this Easement Agreement as set forth in Paragraph 6 or 7 above, Grantee, its successors or assigns, shall vacate said easement or relevant part thereof.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Water Glades P.O.A., Grantor

Robert Stein  
By: Bob Stein, President

Gileen Aiken  
Witness  
Madelin M. Cuth  
Witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of October 2006 by Bob Stein, as President of Water Glades P.O.A. and who is personally known to me or who produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 18 day of October 2006.



Ned Fleming  
Commission #DD270965  
Expires: Jan 07, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

Ned Fleming  
Notary Public, State of Florida

Palm Beach County

Printed Name: Ned Fleming

DD270965  
Notary Commission Number

My Commission Expires:

Jan 7, 2008

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
~~Tony Masiotti, Chairman~~  
Addie Greene, Chairperson

Approved as to Form and Legal Sufficiency

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

Approved as to Terms and Conditions

By: Richard E. Wabnitz  
Department Director

SINGER ISLAND  
DUNE RESTORATION  
CONSTRUCTION ACCESS EASEMENT NO. 4

A PARCEL OF LAND FOR CONSTRUCTION ACCESS EASEMENT PURPOSES, BEING A PORTION OF THE PLAT OF WATERSIDE AS RECORDED IN PLAT BOOK 29, PAGE 234 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PLAT OF WATERSIDE; THENCE SOUTH 88°16'29" EAST ALONG THE SOUTH LINE OF SAID PLAT OF WATERSIDE AND THE NORTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1969, PAGE 677 OF SAID PUBLIC RECORDS, A DISTANCE OF 46.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°02'43" EAST, A DISTANCE OF 19.95 FEET; THENCE SOUTH 88°53'52" EAST, A DISTANCE OF 208.61 FEET; THENCE NORTH 36°13'25" EAST, A DISTANCE OF 133.04 FEET; THENCE SOUTH 48°31'17" EAST, A DISTANCE OF 55.59 FEET; THENCE SOUTH 34°12'57" WEST, A DISTANCE OF 36.50 FEET; THENCE SOUTH 68°37'46" EAST, A DISTANCE OF 74.54 FEET; THENCE SOUTH 07°14'13" EAST, A DISTANCE OF 40.96 FEET TO SAID SOUTH LINE; THENCE NORTH 88°16'29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 383.78 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 17,341 SQUARE FEET OR 0.40 ACRES MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°16'29" EAST ALONG THE SOUTH LINE OF THE PLAT OF WATERSIDE RECORDED IN PLAT BOOK 29, PAGE 234 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

DATE OF AERIAL PHOTO BY OTHERS 01/25/2005.

THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, WEST PALM BEACH, FLORIDA 33406.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE #5304

DATE


10/24/06

8

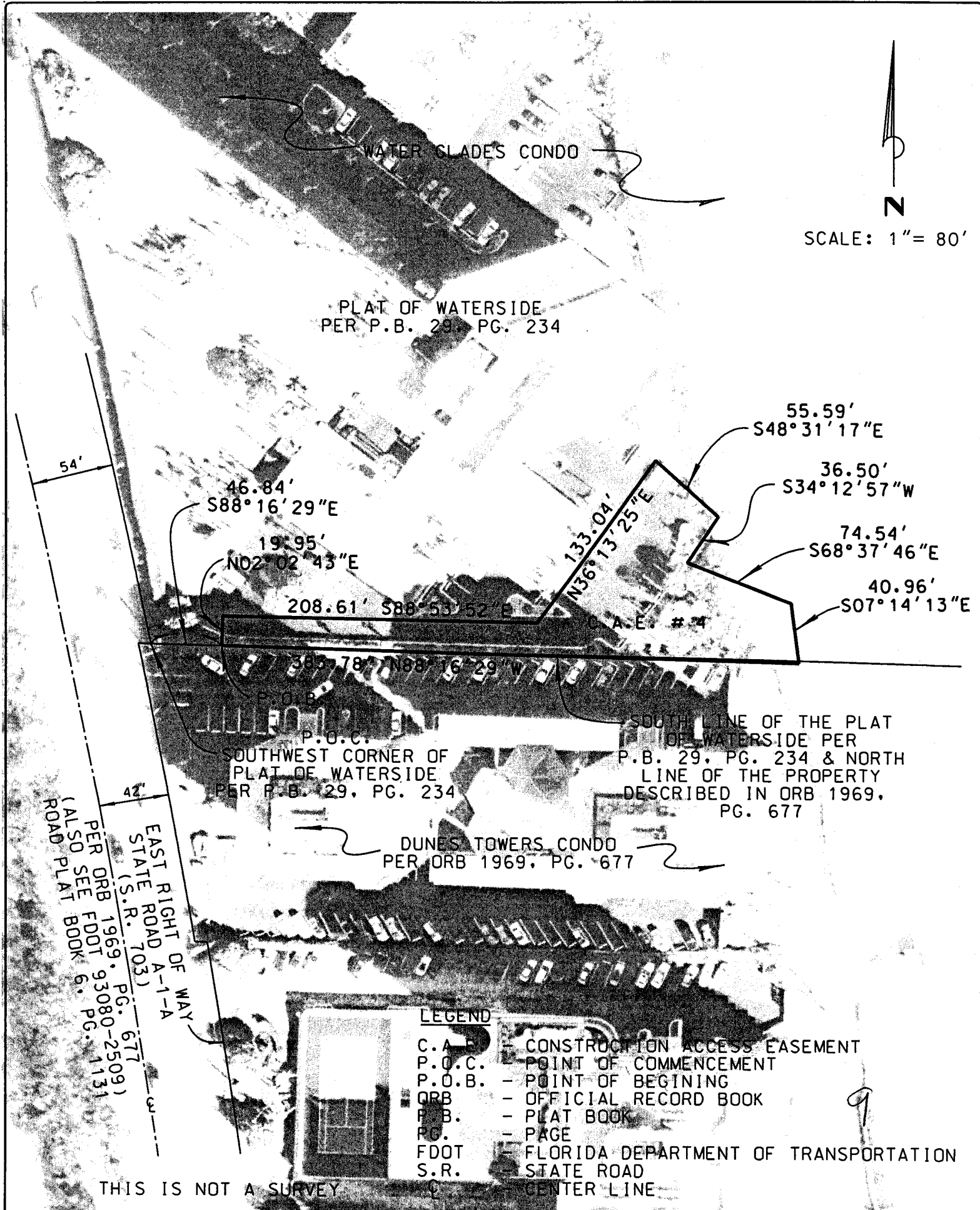
PROJECT NO.	2007012-01
SHEET	1
OF	2

PROJECT: SINGER ISLAND DUNE RESTORATION CONSTRUCTION ACCESS EASEMENT #4	
DESIGN FILE NAME	DRAWING NO.
S-1-06-2537-40.DGN	S-1-06-2540

NO.	1
REVISION	REVISED
BY	GM
DATE	10/10/06
SCALE: 1" = 80'	
APPROVED: G.W.M.	
DRAWN: S.L.D.	
CHECKED: W.C.E.	
DATE: 10/4/06	
FIELD BOOK NO.	

	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS
	ENGINEERING SERVICES
2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411	





N  
SCALE: 1" = 80'

PLAT OF WATERSIDE  
PER P.B. 29, PG. 234

55.59' S48°31'17"E  
36.50' S34°12'57"W  
74.54' S68°37'46"E  
40.96' S07°14'13"E  
133.04' N36°13'25"E  
208.61' S88°53'52"E  
46.84' S88°16'29"E  
19.95' N02°02'43"E

P.O.B.  
P.O.C.  
SOUTHWEST CORNER OF  
PLAT OF WATERSIDE  
PER P.B. 29, PG. 234

SOUTH LINE OF THE PLAT  
OF WATERSIDE PER  
P.B. 29, PG. 234 & NORTH  
LINE OF THE PROPERTY  
DESCRIBED IN ORB 1969,  
PG. 677

DUNES TOWERS CONDO  
PER ORB 1969, PG. 677

EAST RIGHT OF WAY  
STATE ROAD A-1-A  
(S.R. 703)  
PER ORB 1969, PG. 677  
PER FDOT 93080-2509)  
(ALSO SEE FDOT 93080-2509)  
ROAD PLAT BOOK 6, PG. 1131

LEGEND

- C.A.E. - CONSTRUCTION ACCESS EASEMENT
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINING
- ORB - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PG. - PAGE
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- S.R. - STATE ROAD
- C.L. - CENTER LINE

THIS IS NOT A SURVEY

Return To:  
Michael Stahl, Environmental Analyst  
Palm Beach County  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

### **EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS**

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 between Dunes Towers Association., whose mailing address is 5480 North Ocean Drive, Singer Island, Florida, 34404 ("Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, ("Grantee"), both being herein referred to collectively as the "parties", for the sole purpose of providing construction access for the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

1. Grant of Easement. In consideration of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains and conveys to the Grantee, its subcontractors, agents and employees, a temporary, non-exclusive easement on, over, under, through and across the Property described in Exhibit "A," attached hereto and incorporated herein ("the Easement Premises") for construction access purposes. This instrument is further subject to all easements, restrictions, covenants, conditions, limitations and reservations of record, if any. Grantee's use of the Easement Premises as provided herein shall not interfere with Grantor's right to construct or improve a sea wall on Grantor's Property.

2. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the temporary limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor's successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees members and Grantee and its subcontractors, agents and employees any access rights to the Easement Premises or access to the beach from the Grantor's property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.

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10

Grantee shall provide Grantor with ten (10) days prior written notification of Grantee's desire to enter onto the Easement Premises.

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6. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years, except as set forth in Section 7 below. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a memorandum or notice of termination.

7. Termination For Cause. This Agreement may, at the discretion of the Grantor, terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work associated with the Project, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Project as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if the Grantee fails to perform in accordance with this Agreement through no fault of the Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

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11. Grantor's Representations. Grantor represents and warrants that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; Grantor has the full right, power and authority to grant this Easement and all other rights granted hereunder to Grantee and that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. If any person shall seek to set aside this Easement or to nullify the rights granted hereunder based upon an alleged superior right in the Easement Premises, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to

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Grantee the rights and interest granted hereunder.

12. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate authorization necessary to bind Grantor to the terms of this Agreement. Any person executing this Agreement and representing Grantee hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantee to the terms of this Agreement.

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19. No Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers or render them liable for the debts or obligations of the other.

20. Recordation. This instrument shall be recorded in the Public Records of Palm Beach, County, Florida.

21. Vacation Of Easement. In the event of a termination of this Easement Agreement as set forth in Paragraph 6 or 7 above, Grantee, its successors or assigns, shall vacate said easement or relevant part thereof.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Dunes Towers Association, Grantor

Charles Starkey  
By: Charles Starkey, President

Connie Colbourn  
Witness

Jeanne E Vollmann  
Witness

STATE OF ~~FLORIDA~~ NEW JERSEY  
COUNTY OF ~~PALM BEACH~~ OCEAN

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October 2006 by Charles Starkey, as President of Dunes Towers Association and who is personally known to me or who produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 24<sup>th</sup> day of October 2006.

Jeanne E Vollmann  
Notary Public, State of ~~FLORIDA~~ New Jersey

JEANNE E. VOLLMANN  
A Notary Public Of New Jersey  
Printed Name: \_\_\_\_\_  
My Commission Expires 12/31/2006

My Commission Expires:

2023691  
Notary Commission Number

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
~~Tony Maciotti, Chairman~~  
Addie Greene, Chairperson

Approved as to Form and Legal Sufficiency

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

Approved as to Terms and Conditions

By: Richard E. [Signature]  
Department Director

SINGER ISLAND  
DUNE RESTORATION  
CONSTRUCTION ACCESS EASEMENT NO. 3

A PARCEL OF LAND FOR CONSTRUCTION ACCESS EASEMENT PURPOSES, BEING A PORTION OF PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1969, PAGE 677 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PLAT OF WATERSIDE AS RECORDED IN PLAT BOOK 29, PAGE 234 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°16'29" EAST ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1969, PAGE 677 AND THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 18.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°16'29" EAST ALONG SAID NORTH LINE, A DISTANCE OF 117.38 FEET; THENCE SOUTH 52°45'16" WEST, A DISTANCE OF 65.13 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 16.45 FEET; THENCE NORTH 86°38'01" WEST, A DISTANCE OF 60.90 FEET; THENCE NORTH 33°01'26" WEST, A DISTANCE OF 17.06 FEET; THENCE SOUTH 85°01'49" WEST, A DISTANCE OF 13.54 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SR 703) AS REFERENCED IN SAID OFFICIAL RECORD BOOK 1969, PAGE 677 AND FLORIDA DEPARTMENT OF TRANSPORTATION - MAINTENANCE MAP SECTION NO. 93080-2509; THENCE NORTH 11°14'09" WEST ALONG SAID EAST LINE, A DISTANCE OF 23.05 FEET; THENCE NORTH 77°28'16" EAST, A DISTANCE OF 13.29 FEET; THENCE NORTH 29°11'24" EAST, A DISTANCE OF 19.71 FEET TO SAID NORTH LINE AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 5.338 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°16'29" EAST ALONG THE SOUTH LINE OF THE PLAT OF WATERSIDE RECORDED IN PLAT BOOK 29, PAGE 234 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

DATE OF AERIAL PHOTO BY OTHERS 01/25/2005.

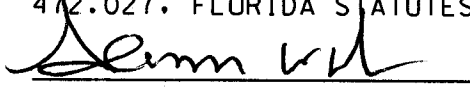
THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE #5304

  
DATE

14

PROJECT NO.  
2007012-01

SHEET  
2 1

PROJECT: SINGER ISLAND  
DUNE RESTORATION  
CONSTRUCTION ACCESS  
EASEMENT #3

DESIGN FILE NAME  
S-1-06-2537-40.DGN

DRAWING NO.  
S-1-06-2539

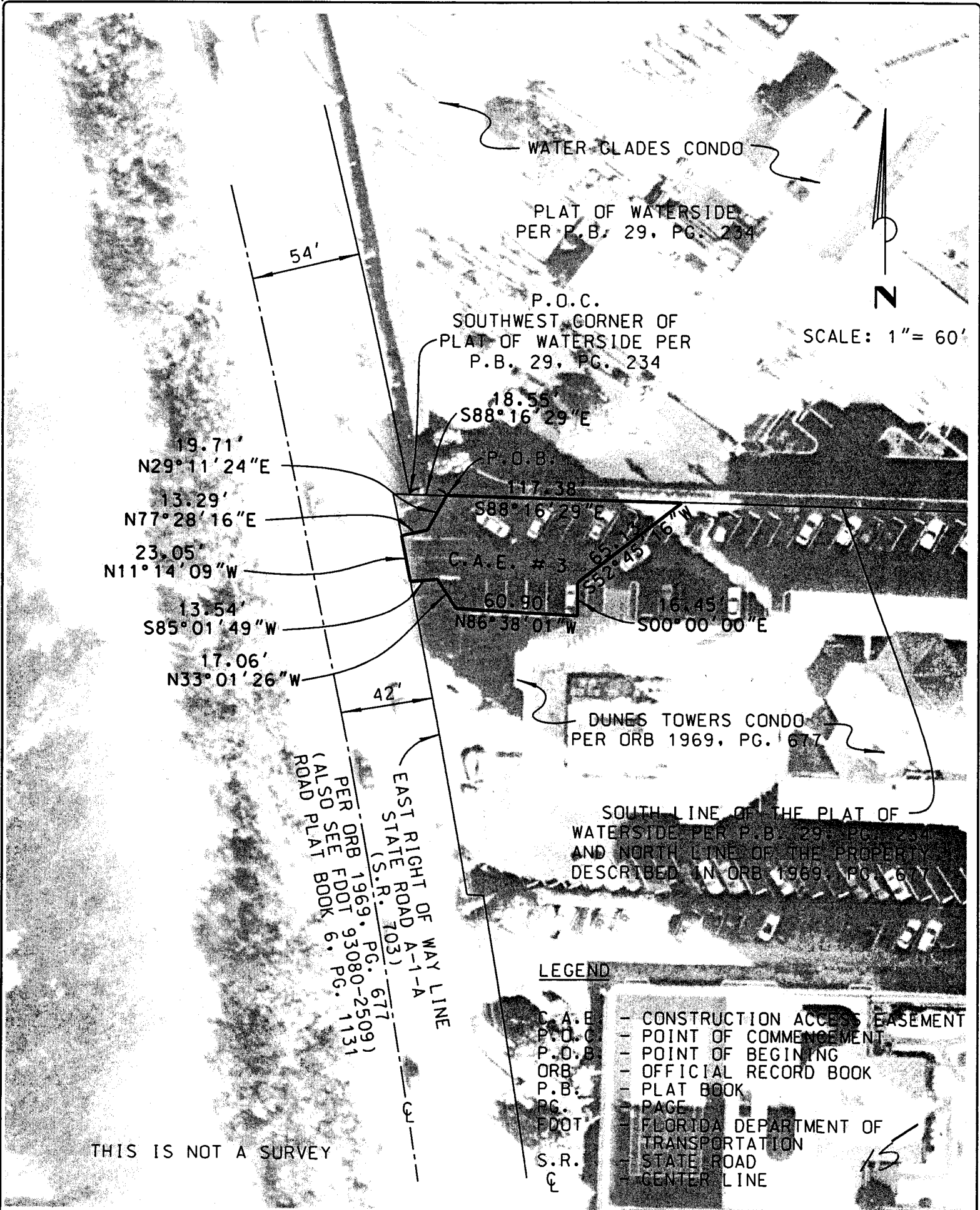
NO.	REVISION	BY	DATE
1	SCALE: 1" = 60'		
2	APPROVED: G.W.M.		
3	DRAWN: S.L.O.		
4	CHECKED: W.C.E.		
5	DATE: 10/4/06		
6	FIELD BOOK NO.		

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS

ENGINEERING SERVICES

2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411





Return To:  
Michael Stahl, Environmental Analyst  
Palm Beach County  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

### **EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS**

THIS EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 between Eastpointe Condominium II Assn. Inc., whose mailing address is 5380 North Ocean Drive, Singer Island, Florida, 34404 ("Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, ("Grantee"), both being herein referred to collectively as the "parties", for the sole purpose of providing construction access for the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

1. Grant of Easement. In consideration of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains and conveys to the Grantee, its subcontractors, agents and employees, a temporary, non-exclusive easement on, over, under, through and across the Property described in Exhibit "A," attached hereto and incorporated herein ("the Easement Premises") for construction access purposes. This instrument is further subject to all easements, restrictions, covenants, conditions, limitations and reservations of record, if any. Grantee's use of the Easement Premises as provided herein shall not interfere with Grantor's right to construct or improve a sea wall on Grantor's Property.

2. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the temporary limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor's successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees members and Grantee and its subcontractors, agents and employees any access rights to the Easement Premises or access to the beach from the Grantor's property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.

3. Grantee's Use. The Easement Premises may be used by Grantee, its subcontractors, agents or employees solely for the purpose of providing access during and only during periods of construction or maintenance associated with the Project. The parties acknowledge that it may be necessary to remove obstructions from the Easement Premises and this may include removing vegetation, pruning vegetation, and removing fencing or any other obstacles within the Easement Premises.

4. Grantee's Obligations. Grantee shall obtain all permits and approvals required by all applicable governmental entities in order to perform the acts contemplated herein. Grantee shall safeguard and maintain the Easement Premises and its immediate environs throughout the term of the Project. Any damage caused by Grantee or its agents or employees to the surface or sub-surface portion of the Easement Premises or any property of the Grantor or others located therein shall be repaired by the Grantee in a workmanlike manner. Such repair work may include, but is not limited to, placing sod on the easement area and re-routing any existing irrigation lines. The grade established during the initial preparation of the easement will permanently remain in the event the easement is used for future shore protection projects. Grantee will use best efforts to restore the easement area no later than three months after the completion of each Project event requiring construction access. Generally, dune restoration work associated with the Project will commence on or about November 1<sup>st</sup> through February 28<sup>th</sup> of the following year; construction access will be required during that period.

16



Grantee shall provide Grantor with ten (10) days prior written notification of Grantee's desire to enter onto the Easement Premises.

5. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents or employees under this Agreement. Grantor specifically understands and agrees that large sums of money will be expended by the County and the State of Florida for the purpose of this Project in reliance upon the rights granted by this Easement Agreement remaining unmodified and un-revoked for the full term of this Agreement. Grantee further acknowledges and agrees that Grantor shall have a representative on-site observing the activities of Grantee and in the event Grantee, its agents, employees or consultants are violating the terms of this Easement Agreement, such Grantor representative shall have the right but not the obligation to stop the work in progress, and Grantee shall hold Grantor harmless from such work stoppage.

6. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years, except as set forth in Section 7 below. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a memorandum or notice of termination.

7. Termination For Cause. This Agreement may, at the discretion of the Grantor, terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work associated with the Project, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Project as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if the Grantee fails to perform in accordance with this Agreement through no fault of the Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Subordination of Rights. The Easement hereby granted is subject and subordinate to: (i) the easements granted in and by any Declaration recorded or to be recorded by Grantor and any such amendments to the Declaration hereinafter enacted; and (ii) Grantor's right to enter and work upon the Easement Premises.

9. Insurance. Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Grantee acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. Grantee's subcontractors using the Easement Premises for construction access purposes shall at all times maintain insurance coverage at or above the coverage required by the Grantee.

10. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee 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 Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

11. Grantor's Representations. Grantor represents and warrants that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; Grantor has the full right, power and authority to grant this Easement and all other rights granted hereunder to Grantee and that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. If any person shall seek to set aside this Easement or to nullify the rights granted hereunder based upon an alleged superior right in the Easement Premises, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to

Grantee the rights and interest granted hereunder.

12. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate authorization necessary to bind Grantor to the terms of this Agreement. Any person executing this Agreement and representing Grantee hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantee to the terms of this Agreement.

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. Prohibited Acts by Grantee. With the sole exception of the Easement Premises, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any unauthorized portion of Grantor's property damaged or destroyed and/or impairment thereto caused by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises. Unless otherwise authorized by the Grantor, the Grantee shall perform work on the Easement Premises only on weekdays, between 8:00 a.m. and 5:00 p.m. Grantee shall promptly remove, on a daily basis, any unauthorized debris resulting from Grantee's work on the Easement Premises.

15. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Easement Premises from impending damage or loss due to wind, seas, storms or other forces of nature in the event that Grantee is unwilling or unable to undertake such actions for any reason including lack of funding.

16. Governing Law and Venue. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. This Agreement shall be governed by the laws of the State of Florida.

17. Modification. This instrument shall not be modified except by written agreement signed by Grantor and Grantee.

18. Binding Effect. The covenants contained in this instrument, including all benefits and burdens, are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns.

19. No Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers or render them liable for the debts or obligations of the other.

20. Recordation. This instrument shall be recorded in the Public Records of Palm Beach, County, Florida.

21. Vacation Of Easement. In the event of a termination of this Easement Agreement as set forth in Paragraph 6 or 7 above, Grantee, its successors or assigns, shall vacate said easement or relevant part thereof.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Eastpointe II Association, Grantor

Adrienne English  
By: Adrienne English, President

[Signature]  
Witness  
[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2006 by Adrienne English, as President of Eastpointe Condominium II Association and who is personally known to me or who produced — as identification.

Witness my hand and official seal this 30<sup>th</sup> day of October 2006.



Scott Campbell  
My Commission DD320367  
Expires June 21, 2008

[Signature]  
Notary Public, State of Florida

Printed Name: Scott Campbell

My Commission Expires:

\_\_\_\_\_  
Notary Commission Number

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
~~Tony Masilotti, Chairman~~  
Addie Greene, Chairperson

Approved as to Form and Legal Sufficiency

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

Approved as to Terms and Conditions

By: Richard E. Wabnitz  
Department Director

SINGER ISLAND  
DUNE RESTORATION  
CONSTRUCTION EASEMENT NO. 2

A PARCEL OF LAND FOR CONSTRUCTION EASEMENT PURPOSES, BEING A PORTION OF LOT 3 OF THE PLAT OF EASTPOINTE AS RECORDED IN PLAT BOOK 29, PAGE 228 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PLAT OF EASTPOINTE; THENCE SOUTH 88°30'15" EAST ALONG THE NORTH LINE OF SAID PLAT OF EASTPOINTE AND THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1737, PAGE 836 OF SAID PUBLIC RECORDS, A DISTANCE OF 61.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°30'15" EAST ALONG SAID NORTH LINE, A DISTANCE OF 315.21 FEET; THENCE SOUTH 53°45'09" EAST, A DISTANCE OF 39.05 FEET; THENCE NORTH 88°59'44" EAST, A DISTANCE OF 37.45 FEET; THENCE SOUTH 07°25'14" EAST, A DISTANCE OF 55.41 FEET; THENCE SOUTH 75°34'34" WEST, A DISTANCE OF 71.86 FEET; THENCE NORTH 32°16'13" WEST, A DISTANCE OF 42.24 FEET; THENCE NORTH 64°08'06" WEST, A DISTANCE OF 68.31 FEET; THENCE NORTH 76°10'58" WEST, A DISTANCE OF 64.27 FEET; THENCE NORTH 89°37'58" WEST, A DISTANCE OF 151.12 FEET; THENCE SOUTH 29°22'09" WEST, A DISTANCE OF 92.97 FEET; THENCE SOUTH 33°14'20" WEST, A DISTANCE OF 32.28 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD A-1-A (SR 703) AS SHOWN ON SAID PLAT OF EASTPOINTE AND FLORIDA DEPARTMENT OF TRANSPORTATION - MAINTENANCE MAP SECTION NO. 93080-2509; THENCE NORTH 10°06'32" WEST ALONG SAID EAST LINE, A DISTANCE OF 36.58 FEET; THENCE NORTH 32°00'19" EAST, A DISTANCE OF 25.52 FEET; THENCE 24°02'03" EAST, A DISTANCE OF 78.88 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 16,839 SQUARE FEET OR 0.39 ACRES MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°23'57" EAST ALONG THE NORTH LINE OF THE REPLAT OF WATERSIDE III RECORDED IN PLAT BOOK 39, PAGE 193 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

DATE OF AERIAL PHOTO BY OTHERS 01/25/2005.

THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, WEST PALM BEACH, FLORIDA 33406.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE #5304


10/24/06  
DATE

20

PROJECT NO.	2007012-01
SHEET	1
OF	2

PROJECT: SINGER ISLAND DUNE RESTORATION CONSTRUCTION ACCESS EASEMENT #2	
DESIGN FILE NAME	DRAWING NO.
S-1-06-2537-40.DGN	S-1-06-2538

NO.	1	REVISION	REVISED	BY	DATE
SCALE:	1" = 80'				
APPROVED:	C.M.M.				
DRAWN:	S.L.O.				
CHECKED:	W.C.E.				
DATE	10/4/06				
FIELD BOOK NO.					

	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS
	ENGINEERING SERVICES
2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411	

NORTH LINE OF THE PLAT  
OF EASTPOINTE PER P.B. 29,  
PG. 228 & THE SOUTH LINE OF  
THE PROPERTY DESCRIBED  
IN ORB 1737, PG. 836

P.O.C.  
NORTHWEST CORNER OF THE  
PLAT OF EASTPOINTE PER  
P.B. 29, PG. 228

LIET STATION EASEMENT  
PER ORB 17837 PG. 419

DUNES CONDO  
AKA: SEADUNES ASSOC.  
PER ORB 1737, PG. 836

SCALE: 1" = 80'



61.94'  
S88°30'15"E  
25.52'  
N32°00'19"E

78.88'  
N24°02'03"E

P.O.B. 315.21'

37.45'  
N88°59'44"E

55.41'  
S07°25'14"E

39.05'  
S53°45'09"E

S88°30'15"E

C.A.E. # 2

54'

151.12' N89°37'58"W

64.27'  
N76°10'58"W

68.31'  
N64°08'06"W

71.86'  
S75°34'34"W

32.28'  
S33°14'20"W

42.24'  
N32°16'13"W

36.58'  
N10°06'32"W

LOT 3  
PLAT OF EASTPOINTE  
P.B. 29, PG. 228

EASTPOINTE CONDO

EAST RIGHT OF WAY LINE  
(S.R. 703)

PER P.B. 29, PG. 228  
(ALSO SEE FDOT 93080-2509)  
ROAD PLAT BOOK 6, PG. 1131

#### LEGEND

C.A.E. - CONSTRUCTION ACCESS EASEMENT  
AKA - ALSO KNOWN AS  
P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINING  
ORB - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
PG. - PAGE  
FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION  
S.R. - STATE ROAD  
C - CENTER LINE

21

THIS IS NOT A SURVEY