

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 21, 2008 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: (A) approve the Third Amendment to the Palm Beach County/Beeline Community Development District Water and Wastewater Utility Acquisition, Service, and Service Area Agreement (Agreement); (B) authorize the Chairperson to execute any and all documents necessary to carry out the closing of the purchase of the District's water and wastewater system. (C) approve a \$300,000 Budget Amendment in the Water Utilities Department Capital Improvement Fund (Fund 4011).

Summary: The Beeline Community Development District (District) owns and operates the potable water and wastewater utility that was constructed by United Technologies Corporation to serve the Pratt & Whitney site. The District entered into a Water and Wastewater Utility Acquisition, Service, and Service Area Agreement with the County on February 15, 2005 (R2005-0366). A First Amendment was approved by the Board on January 9, 2007 (R2007-0041), and a Second Amendment was approved by the Board on January 15, 2008 (R2008-0071).

The Third Amendment provides for adjustment of the Bill of Sale and utility easements to properly designate the utility assets and utility easements being transferred from the District to the County, clarifies the locations at which the County is to meet required water quality and pressure requirements, provides for the construction, funding, and operation of an 8" pipeline and chemical treatment facility to provide an increased level of service to certain utility customers, acknowledges environmental restrictions imposed by the FDEP on certain easements, and clarifies responsibility for construction within the restricted easements. The Department recommends utilizing an in-house construction crew for the construction of the new 8" pipeline. The District shall contribute \$300,000.00 towards the cost of construction. This project is exempt from the provisions of Section 255.20, Florida Statutes, as this project qualifies as the repair or maintenance of an existing public facility. District 1 (MJ)

Background and Policy Issues: Under the amended Agreement, the County is to acquire the District's exclusive utility service area, utility system assets (exclusive of the District's potable water and wastewater plants, which will be decommissioned) and customer base, and assume the exclusive authority, duty, and obligation to provide retail and wholesale potable water, wastewater, and reclaimed water service within the District's utility service area. At the time of closing (on or before October 31, 2008), the District shall pay the County \$3,800,000 for the pro-rata cost to install off-site pipelines which extend from the County's Mecca property to the District. In addition, the District shall pay the County \$1,727,290.50 in standard Connection Fees and Guaranteed Revenue Fees to serve existing customers pursuant to the Water Utilities Department's Uniform Policies and Procedures Manual.

The County has sufficient capacity available in both its potable water and wastewater systems to serve the current and future needs of the District. Both the County and District will benefit from this agreement by avoiding duplication of utility facilities. The County will obtain additional revenue, and the District will avoid future capital costs of repair and replacement of its facilities.

Attachments:

- 1. Location Map
- 2. Three(3) Original Amendments
- 3. Budget Amendment

Recommended By: Brenda Beaman 9/30/08
Department Director Date

Approved By: Jo Baker 10/16/08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$26,937	0	0	0	0
Operating Expenses	0	0	0	0	0
External Revenues	(\$300,000.00)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(273,063)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.:

Fund 4011 Dept 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

C. Department Fiscal Review:

Selma M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

This is an existing project & the funds are appropriated in the budget. The exact cost of the project is indeterminate at this time.

akwillhite 10.7.08
OFMB 10/10/08
m 10/06 cn 10/01/08

Don J. Jarek 10/8/08
Contract Development and Control
10/9/08

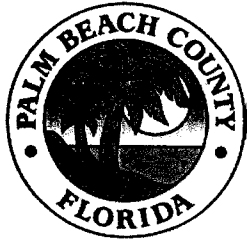
B. Legal Sufficiency:

WPC 10/17/08
Assistant County Attorney

This amendment complies with our review requirements. At the time of our review, the Amendment was not executed.

C. Other Department Review:

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



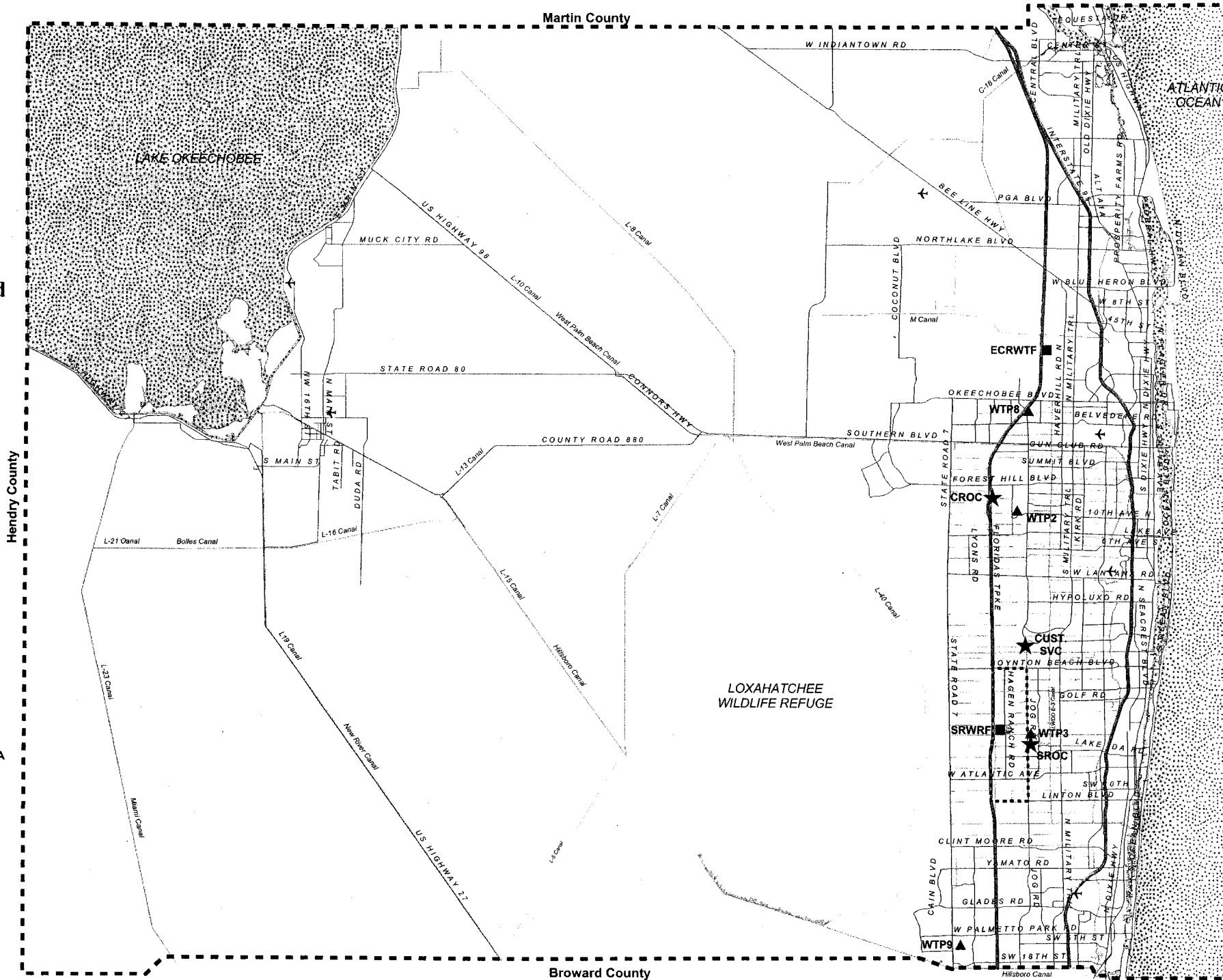
**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 1

- Legend**
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - - - - COUNTY LIMITS
 - ★ Administration
 - Water Reclamation Plant
 - ▲ Water Treatment Plant
 - ⊙ Wetlands



NOT TO SCALE



Martin County

Henry County

Broward County

DRAFT

**THIRD AMENDMENT TO THE PALM BEACH COUNTY /
BEELINE COMMUNITY DEVELOPMENT DISTRICT
WATER AND WASTEWATER UTILITY ACQUISITION, SERVICE AND
SERVICE AREA AGREEMENT**

THIS THIRD AMENDMENT is made and entered into this _____ day of October, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY") and the BEELINE COMMUNITY DEVELOPMENT DISTRICT, a legal entity created under Chapter 190, Florida Statutes (hereafter "DISTRICT").

WITNESSETH:

WHEREAS, the parties previously entered into a Water and Wastewater Acquisition, Service and Service Area Agreement on February 15, 2005 (the "Initial Agreement"); a First Amendment to the Water and Wastewater Acquisition, Service and Service Area Agreement on January 9, 2007 (the "First Amendment"); and a Second Amendment to the Water and Wastewater Acquisition, Service and Service Area Agreement on January 15, 2008 (the "Second Amendment") (hereinafter the Initial Agreement, as amended by the First Amendment and the Second Amendment are collectively referred to as the "Agreement"); and

WHEREAS, the COUNTY has initiated service to customers formerly served by the DISTRICT and as a result of the experience gained from those activities, the parties have determined that certain clarifications of the terms of the Agreement and certain supplemental agreements are necessary and appropriate to carry out the purpose and intent of the Agreement, all as more fully set forth herein; and

WHEREAS, the parties have further determined that construction of an 8" water transmission line and re-chlorination facility and associated appurtenances (the "New Line Facilities" as defined in Section 2.08 below) is necessary to meet the specific needs of the property owners within the District Utility Service Area and the potable water customers of the COUNTY for whom the DISTRICT previously provided potable water service; and

WHEREAS, to document the above-mentioned clarifications and supplemental agreements, including the agreement relating to the New Line Facilities, the parties have entered into this Third Amendment to the Water and Wastewater Acquisition, Service and Service Area Agreement (the "Third Amendment").

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

I. Recitals. The above Recitals are true and correct and form a material part of this agreement upon which the parties have relied.

II. Amendment of Section 2, First Paragraph. The first paragraph of Section 2 of the Agreement is hereby modified and amended to read as follows:

SECTION 2: PROVISION OF POTABLE WATER SERVICE. In accordance with the Second Amendment, the COUNTY commenced the provision of retail and wholesale potable water service to the customers within the District Utility Service Area through the New County Potable Water Pipelines in or about January, 2008. Said provision of service occurred prior to the Closing Date,

which was defined in the Second Amendment as July 31, 2008. The COUNTY and the DISTRICT agree that the Closing Date shall now be on or before October 31, 2008. The DISTRICT shall continue to pay the COUNTY the Carrying Costs, as defined in Section IV of the Second Amendment, up to the Closing Date. Such service is provided to the existing District Utility System Assets heretofore operated by the DISTRICT through the interconnect, herein the "Potable Water Interconnect", the approximate location of which is shown and designated as "18" Potable Water Interconnect" on Exhibit C attached hereto and made a part hereof and then to former DISTRICT customers at and through the potable water meters that are installed at the locations contemplated in the Revised Meter Schedule (Attachment 1 to the First Amendment). Such potable water meters are herein sometimes referred to as "County Water Service Meters." The DISTRICT agrees that, on and after the Closing Date, the COUNTY shall be the exclusive retail and wholesale potable water service provider within the District Utility Service Area, that the DISTRICT shall cease to provide said potable water service anywhere within Palm Beach County, and that the DISTRICT will not authorize any other public or private utility to provide potable water service within the District Utility Service Area. Notwithstanding the preceding sentence, until the New Line Facilities (as defined in Section 2.8(1) hereof) are completed and placed in operation by the COUNTY, the DISTRICT may continue to provide potable water services through and downstream of the new Test Area meter (as identified on the Revised Meter Schedule) to customers downstream of the Test Area meter.

III. Amendment of Section 2.7. Section 2.7 of the Agreement is hereby modified and amended to read as follows:

2.7 Quality and Pressure of Water.

(1) The COUNTY shall supply to the customers within the District Utility Service Area potable water that complies with the requirements of this Agreement and all applicable rules and regulations of FDEP and which meets or exceeds the latest applicable State of Florida Health Department Standards; however, the COUNTY bears no degree of responsibility for the potable water quality at any point on the customers' side of the County Water Service Meters, except to the extent the COUNTY has not fulfilled its obligations hereunder and otherwise on the COUNTY side of such County Water Service Meters.

(2) At all times, subject only to temporary disruption of service due to equipment failures, emergencies, events outside of the reasonable control of the COUNTY, and necessary repair and maintenance, the COUNTY shall provide a minimum flow at the Potable Water Interconnect for fire protection of 2500 gallons per minute ("gpm") at the residual pressure of twenty (20) pounds per square inch ("psi"), in addition to normal water demands. Except for those customer locations marked "Yes" as set forth on Exhibit D to the Agreement under the heading, "County Water System Designed to Provide Fire Protection Water?", the COUNTY will not provide fire protection to areas currently served by separate raw water fire protection facilities. The DISTRICT and United Technologies Corporation ("UTC") shall not interconnect nor allow the

interconnection of the potable water system with separate raw water fire flow systems without express written approval by the COUNTY.

(3) Until the time that the "Eight-Inch Main" (as defined in Section 2.8 below) is placed in operation and connected into the County Water System Meters (the "New Line Service Date"), the COUNTY, at all times, subject only to temporary disruption of service due to equipment failures, emergencies, events outside of the reasonable control of the COUNTY and necessary repair and maintenance, shall operate its system to maintain at the point of connection between the 20-inch County water main and the 12-inch County water main located in Innovation Drive, which is in approximately the location shown on Schedule E attached hereto and made a part hereof (the "20/12" Connection"), minimum potable water pressure of 75 psi (as is currently being provided by the COUNTY), subject to fluctuations in the normal course of operations that are nonmaterial, either individually or when considered in the aggregate; provided, however, that the COUNTY's obligation to maintain that pressure may be reduced to the extent required because of the limits of the physical condition of the COUNTY water mains as presently being operated.

The COUNTY expressly agrees that, prior to the New Line Service Date, UTC shall have the right to draw water at the Test Area meter (as identified in the Revised Meter Schedule) at such rates as it may determine to be necessary or desirable for its operations so long as such usage does not reduce the residual pressure at that point below 25 psi; it being understood that routine operations

requiring flow rates up to 150 gallons per minute with resultant residual pressure being reduced to 40 psi for extended periods of time are permitted.

(4) From and after the New Line Service Date, the COUNTY, at all times, subject only to temporary disruption of service due to equipment failures, emergencies, events outside of the reasonable control of the COUNTY, and necessary repair and maintenance, shall maintain the following:

(a) Potable water pressure at each of the COUNTY water meters located upstream of the 20/12 Connection of not less than 60 psi, with a normal pressure operating range of 60 psi to 75 psi.

(b) Potable water pressure of not less than 40 psi, with a normal pressure operating range of 40 psi to 75 psi, at the Sikorsky E, Sikorsky W, Salvage Yard, Sikorsky Paint Bldg, and Airport meters (as identified in the Revised Meter Schedule.)

(c) Potable water pressure at the Guard Post 11, C-11, C-12/14, Fuel Farm, and Test Area meters (as identified in the Revised Meter Schedule) of not less than 30 psi when the flow at the Test Area meter is 300 gallons per minute (it being recognized that such flow may be required and shall be maintained for extended periods of time), with the normal pressure operating range at the Guard Post 11, C-11, C-12/14, Fuel Farm, and Test Area meters in the range of 30 psi to 75 psi.

(5) From and after the time that the Re-chlorination System (as defined in Section 2.8) is placed in operation by the COUNTY, subject only to temporary disruption of service due to equipment failures, emergencies, events outside of

the reasonable control of the COUNTY, and necessary repair and maintenance, the COUNTY shall perform sufficient chloramination at the Re-chlorination System location (including periodic free chlorine treatment as the COUNTY determines to be appropriate) to maintain at the Test Area meter location the residual chlorine concentration requested, from time to time, by the customer served by said Test Area meter. The intent of this paragraph is that, subject to proper management by the customer of such customer's private water distribution system that is served by said Test Area meter, the residual chlorine concentration at the end of such customer's distribution system that is downstream of said Test Area meter will meet the minimum residual chlorine concentration of 0.6 mg/l when measured as total residual chlorine or 0.2 mg/l when measured as free residual chlorine or such other concentration as such customer determines, from time to time, it is required to maintain by law or determines to maintain to satisfy its internal environmental health and safety standards and requirements. For its present operations and system configuration UTC requires a total residual chlorine concentration of 3.0 mg/l at the Test Area meter. However, beyond compliance with the requirement to add chlorine pursuant to the terms of this Section 2.7(5) and except to the extent that the COUNTY has not fulfilled its obligations on the COUNTY side of the Test Area meter, the COUNTY bears no responsibility for the quality of water on the customer's side of the Test Area meter. In addition, the COUNTY is not obligated to provide a residual chlorine concentration to the extent that (i) the residual chlorine concentration downstream of the Re-chlorination System would

exceed any applicable regulatory maximum, or (ii) the required concentration would exceed the agreed-upon design capacity of the Re-chlorination System.

IV. Clarifications of Sections 5.1 and 5.3.

(1) District Utility System Assets. The District Utility System Assets that are to be transferred to, and accepted by, the COUNTY as contemplated in Section 5.1(1) of the Agreement pursuant to the Bill of Sale to be delivered pursuant to Section 5.3(2)(a) of the Agreement are those assets described in Revised Exhibit F that is attached to this Third Amendment and the Bill of Sale shall be in the form attached to this Third Amendment as Revised Exhibit F.

(2) Easements. The easements to be granted or assigned to the COUNTY as contemplated in Section 5.1(1) shall be those easements that are described in Schedule A that is attached hereto and made a part hereof (herein, the "Utility Easements"). The COUNTY shall also abandon (in whole or in part) the easements granted in ORB 19799 at Page 1156 as and to the extent described in Schedule A and execute and deliver a bill of sale in favor of the DISTRICT or as otherwise designated by the DISTRICT for those items of personal property located in the easement areas of the abandoned easements. Such bill of sale shall be in the form attached here to as Schedule B. Clause (b) of Section 5.3(2) is amended to read: "(b) the Utility Easements."

(3) Environmental Land Use Restrictions.

(a) The parties acknowledge that UTC is currently working with the Florida Department of Environmental Protection ("FDEP") to develop an environmental land use restriction ("ELUR") to be placed against portions of UTC's property. UTC is working to define the limits of the restricted areas under the ELUR so that the Utility Easements will

not be included in such restricted areas. The current form of the proposed ELUR is attached hereto as Schedule C and made a part hereof. The parties acknowledge that such proposed ELUR is a draft and has not been finally approved by the FDEP. To the extent that UTC is unable to arrange for all of the areas affected by the Utility Easements to be outside of the restricted areas under the ELUR, then, in addition to title matters to which the easements to be granted are to be subject, as contemplated in Section 5.1(3), the COUNTY agrees to accept any such easements subject to the proposed ELUR with such changes as UTC and/or FDEP may require and/or agree to, or, if the ELUR has not been finalized, executed and recorded prior to the Closing hereunder, on written request of UTC to promptly subordinate the Utility Easements to the proposed ELUR with such changes as UTC and/or FDEP may require and agree to, in such manner as shall be acceptable to the FDEP. It is agreed that the final ELUR to which the Utility Easements are or will be subject shall be of such form and substance as UTC and FDEP agree upon. However, the COUNTY's obligation to accept any easements subject to the ELUR is contingent upon the requirements of ELUR being substantially similar to the requirements found in the form of the ELUR attached hereto as Schedule C. UTC agrees to reimburse the COUNTY for any costs incurred by the COUNTY that are associated with maintenance, repair or replacement of COUNTY facilities in the areas affected by the final ELUR to the extent such costs are incurred to comply with the requirements of the final ELUR.

(b) It is contemplated that Parcel 2 of the Innovation Subdivision (the "Utility Parcel"), that is now owned by the DISTRICT and on which will be located easements in favor of the COUNTY for master lift station and other facilities and appurtenances, will

be conveyed by the DISTRICT to UTC and that UTC may wish to subject portions of the Utility Parcel to ELURs. The COUNTY agrees to cooperate with UTC as UTC may reasonably request in connection with UTC's efforts to remediate or otherwise address contamination on the Utility Parcel to include, without limitation, subordination of utility easements held by the COUNTY to ELURs. Without limiting the foregoing, the COUNTY agrees to subordinate to one or more ELURs which are substantially the same as or less burdensome on the COUNTY's easement rights as the form of ELUR contained in Schedule C to this Third Amendment. UTC agrees to reimburse the COUNTY for any costs incurred by the COUNTY that are associated with maintenance, repair or replacement of COUNTY facilities in the areas affected by an ELUR on the Utility Parcel to the extent such costs are incurred to comply with the requirements of such ELUR.

(4) Title Insurance. The timing of the Title Commitment required to be provided by the DISTRICT to the COUNTY pursuant to Section 5.1(3) of the Agreement shall be revised from "Within 120 days of execution of this Agreement" to within 120 days of execution of this Third Amendment. Notwithstanding the requirements of Section 5.3(f) of the Agreement, the DISTRICT will not provide a marked up copy of the Title Commitment at the Closing, but will provide a final title policy within a reasonable time after resolution of any title objections that may be raised by the COUNTY pursuant to Section 5.1(3) of the Agreement.

(5) Lift Station Electric Service. The lift stations being transferred to the COUNTY in accordance with the Bill of Sale to be delivered to the COUNTY pursuant to Section 5.3(2)(a) of the Agreement are currently receiving electric service through

service accounts of individual customers of the DISTRICT. Within ninety (90) days of the date of Closing, the COUNTY shall contact the individual customers and offer the following options with respect to electric service to the lift station(s):

(a) the option for the customer to continue to provide electric service to such lift station(s) served through the customer's electric service with the COUNTY reimbursing the customer for the estimated monthly cost of electric service to the lift station(s) based upon the COUNTY's system-wide average lift station electric service cost for lift stations with equivalent horsepower pump motors, such reimbursement to be by way of a credit against wastewater charges payable to the COUNTY;

(b) the option for the COUNTY to install, at the expense of the COUNTY, a separate electric sub-meter for the electricity used by the lift station(s) and to continue supplying electric service to said lift station(s) through the customer's electric service with the COUNTY reimbursing the customer for the monthly cost of electric service to the lift station(s), based on the separate meter readings at the customer's average cost, such reimbursement to be by way of a credit against wastewater charges payable to the COUNTY; or

(c) the option for the individual customer, at the expense of the customer, to procure independent electric service and a separate electric meter (including, where required, a new lift station control panel) for such lift station(s) in the COUNTY's name from Florida Power & Light Company and separate the electric service from the customer's electric service.

With respect to options (a) and (b) above, at such time as the COUNTY, in its sole discretion, determines to replace a lift station's control panel in the normal course

of renewal and replacement of such equipment, the COUNTY shall procure, at the expense of the COUNTY, independent electric service and a separate electric meter for such lift station in the COUNTY's name from Florida Power & Light Company and separate the electric service from the customer's electric service.

With respect to options (a) and (b) above, the COUNTY agrees that the customer whose electric service supplies a lift station is not responsible for the consequences of any interruption in electric service to the lift station including, without limitation, planned interruptions for maintenance, repair or replacement of or to the electrical service, provided, in the case of planned interruptions, the customer takes commercially reasonable precautions, including prior notice to the COUNTY, to avoid or reduce adverse consequences from loss of power to the lift station. The COUNTY shall take commercially reasonable precautions to avoid damage to the customer's property from electric-related incidents associated with the County's operation, maintenance, repair or replacement of the lift stations and appurtenant facilities.

V. New Line Facilities. A new Section 2.8 is added to the Agreement to read as follows:

2.8 New Line Facilities.

(1) The COUNTY shall design, permit and construct (i) an 8" potable water main and related appurtenances from the terminus of the new 6" line installed by the COUNTY (such terminus being located at approximately the location of Sikorsky East meter ("Sikorsky E", as designated on the Revised Meter Schedule) to the Test Area meter (the "Eight-Inch Main") to replace the present 6" water main in that location and (ii) a potable water re-chlorination system ("Re-chlorination System"). The Eight-Inch

Main and the Re-chlorination System are referred to herein, collectively, as the "New Line Facilities". The New Line Facilities shall be designed and constructed in accordance with the preliminary specifications set forth in Schedule D which is attached hereto and made a part hereof.

(2) With the consent of the COUNTY, the DISTRICT had procured Boyle Engineering to design re-pump facilities at a cost of \$53,873.11. The COUNTY agrees to reimburse the DISTRICT one-half of this cost at Closing.

(3) The DISTRICT agrees to pay to the COUNTY the fixed sum of Three Hundred Thousand Dollars (\$300,000) as a contribution to the costs to be incurred by the COUNTY for the design, permitting, and construction of the Eight-Inch Main ("DISTRICT Line Share"). The DISTRICT Line Share is not subject to adjustment, either upwards or downwards, on account of any increase or decrease in the cost of design, permitting, and construction of the Eight-Inch Main. Subject to the contribution provided in the first sentence of this Subsection, the COUNTY shall pay all costs for the design, permitting and construction of the Eight-Inch Main and the Re-Chlorination System.

(4) The COUNTY may submit invoices to the DISTRICT for amounts to be contributed by the DISTRICT hereunder on a periodic basis as construction of the Eight-Inch Main proceeds. All such invoices shall be paid within ten (10) days following receipt of the invoice.

(5) To the extent that any portion of the New Line Facilities is located outside of COUNTY road rights of way or areas on which the COUNTY already has an easement for potable water facilities, UTC, as to the property that it owns, or the

DISTRICT, as to any other property, shall give or obtain for the COUNTY an easement that is reasonably satisfactory to the COUNTY in form and substance for the placement, operation, maintenance, repair and replacement of the New Line Facilities. It is contemplated that the Eight-Inch Main will be located parallel to and on the same side of the road as the 6" line that it is replacing and that the easement in which the 6" line is located will need to be reconfigured so that, to the extent possible, the Eight-Inch Main will be located on the centerline of the reconfigured easement. Upon reconfiguration of such water main easement, any portion of the old easement not included within the reconfigured water main easement will be terminated. Upon completion of the New Line Facilities, the New Line Facilities shall be a component part of the COUNTY's potable water utility system and the COUNTY shall be responsible for the operation, maintenance, repair and replacement of the New Line Facilities as a component part of the COUNTY's potable water utility system. The COUNTY shall not charge or assess the DISTRICT or any Customer for any part of the costs incurred by the COUNTY that are related to or associated with the New Line Facilities, except to the extent such costs are recovered in the COUNTY's system-wide commercial customer rates that are applicable to all commercial customers.

(6) If any dispute arises between the COUNTY and the DISTRICT with respect to the design, permitting or construction of the New Line Facilities or the costs to be reimbursed by either party in connection therewith, the DISTRICT and the COUNTY shall work through their authorized representatives (the District Manager for the DISTRICT and the Director, Deputy Director or Assistant Director of the Palm Beach County Water Utility Department for the COUNTY) in good faith to resolve the dispute.

If the authorized representatives are not able to resolve the dispute and if either party determines that the issue is of sufficient importance, the parties shall select a mediator mutually acceptable to the parties to conduct mediation of the issues and make a recommendation to the parties of a proposed resolution. Each party shall bear its own costs and fees incurred for the mediation and shall share equally the fees and costs of the mediator. Such costs are not reimbursable as a cost of design and construction of the New Line Facilities.

(7) The existing 6" pipeline segment which is being replaced by the Eight-Inch Main shall be capped and abandoned in place by the COUNTY, at the COUNTY's expense, in accordance with sound engineering practices as part of the construction of the Eight-Inch Main project. .

(8) The COUNTY shall complete the Eight-Inch Main, tie-in the County Water System Meters to be served by it, and place it into service within six (6) months from the effective date of this Third Amendment. The COUNTY shall complete the Re-chlorination System and place it into service within eight (8) months from the effective date of this Third Amendment. The COUNTY shall coordinate the tie-in of the Eight-Inch Main and installation of the Re-chlorination System that require suspensions of service with the affected customers; it being agreed that the customer may require such work to be done on weekends. Subject to the preceding sentence, in order to minimize COUNTY overtime pay, the COUNTY and the affected customers shall coordinate and make good faith commercially reasonable efforts to limit weekend work. The foregoing time periods shall be extended by the amount of time lost as a result of causes that are not reasonably with the control of the COUNTY, such causes may include, but are not

necessarily limited to, inability to obtain labor on account of strikes, lockouts, or other labor problems, inability to obtain necessary supplies, parts or necessary materials despite the exercise of commercially reasonable diligence or delays caused by war or other emergencies.

(9) DISTRICT and UTC shall reasonably, cooperate with the COUNTY's efforts in the construction of the Eight-Inch Main, including, but not limited to, the DISTRICT and/or UTC as applicable, maintaining drainage canal water elevations adjacent to the Eight-Inch Main at levels requested by the COUNTY and agreed to by the DISTRICT and/or UTC but subject to satisfaction of the fire protection, cooling and drainage requirements that are satisfied by use of the drainage canal water and, provided, that the elevation thereof shall not be reduced below 22.5 feet above sea level.

VI. Revision to Section 17. Section 17 of the Agreement is hereby modified and amended to read as follows:

SECTION 17: EFFECTIVE DATE; TERM. This Agreement shall be effective when executed by all parties hereto and shall continue in full force and effect for period of fifty (50) years from the effective date of this Agreement, and thereafter shall automatically be extended for succeeding periods of ten (10) years each, unless any party to this Agreement provides advance written notice of its intent to terminate this Agreement five (5) years prior to the initial expiration date or any subsequent expiration date and all parties to this Agreement agree in writing to terminate the Agreement, which written agreement must be signed by all parties within sixty (60) days of receipt of timely notice by the other party.

VII. Undertakings and Rights of United Technologies Corporation.

UTC, operating through its Pratt & Whitney Division, has joined in the execution of this Agreement, to evidence its agreement to the obligations with respect to increased costs on account of the ELUR as contemplated in item IV (3) hereof and to grant the easement for the New Line Facilities as contemplated in new Section 2.8. Notwithstanding the provisions of Section 8 of the Agreement, it is expressly agreed that UTC and its corporate successors and assigns or any of its affiliates shall have the right to enforce the terms of this Agreement as they related to real property within the DISTRICT now owned by UTC.

VIII. Other Terms of the Agreement.

(1) The definition of "Acquisition Agreement" contained in the Approved Form of Assignment in Schedule 2.4 of the Second Amendment is revised to refer to the Initial Agreement as amended by the First Amendment and as further amended by the Second Amendment and this Third Amendment.

(2) All other terms, conditions, and exhibits to the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Third Amendment on the date and year first above written.

ATTEST:

BEELINE COMMUNITY DEVELOPMENT DISTRICT

Peter L. Pimentel, Secretary

BY: _____
John K. Sillan, Chairman

Date: _____

ATTEST:

SHARON R. BOCK

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS**

By: _____
Clerk and Comptroller

BY: _____
Addie L. Greene, Chairperson

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY :

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Bud Beam*
Department Director

**UNITED TECHNOLOGIES CORPORATION,
PRATT & WHITNEY DIVISION**

BY: _____
Name: _____
Title: _____

List of Schedules and Exhibits:

Schedules

- A Easements to be Conveyed to the COUNTY and to be Abandoned by the COUNTY
- B. Form of Bill of Sale from the COUNTY to UTC for facilities in abandoned easement areas
- C. Draft proposed Environmental Land Use Restriction
- D Preliminary Specifications for New Line Facilities
- E. Depiction of location of 20/12 Connection

Exhibit

Revised Exhibit F Form of Bill of Sale from the DISTRICT to the COUNTY for District Utility System Assets

Schedule A

Easements to be Conveyed to the COUNTY and to be Abandoned by the COUNTY

Easements to be Conveyed to the COUNTY:

A. Subject to the exclusions indicated, the following easements that are held by the DISTRICT, having been conveyed to the DISTRICT by UTC:

1. Grant of Easements for Sewer and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 830.
2. Grant of Easements for Water Main and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 851.
3. Grant of Reserved Water, Sewer and Wastewater and Other Utility Easements from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 865.

Excluding from the foregoing, the following:

1. The easements described in Schedule A-1 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Sewer and Appurtenances recorded in Palm Beach County ORB 15559 at Page 830.
2. The easements described in Schedule A-2 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Water Main and Appurtenances recorded in Palm Beach County ORB 15559 at Page 851.

B. The following easement to be conveyed by the DISTRICT to the COUNTY:

Easement for lift station, sewer and appurtenances to replace the master lift station easement that is to be abandoned, said replacement easement area to be as shown on Schedule A-3 attached hereto and made a part hereof.

C. The following easement to be conveyed by UTC to the COUNTY:

Easement for water main and appurtenances in the areas as shown and described on Schedule A-4 attached hereto and made a part hereof.

Easements to be Abandoned by the COUNTY:

Those certain easements that were conveyed to the COUNTY by the DISTRICT by Utility Easement dated December 21, 2005 recorded in Palm Beach County ORB 19799 at Page 1156 that are shown and described on Schedule A-5 which is attached hereto and made a part hereof.

Schedule B
COUNTY BILL OF SALE

THIS BILL OF SALE evidencing the sale and conveyance of certain personal property, as required by that certain Potable Water and Wastewater Utility Acquisition, Service and Service Area Agreement by and between Beeline Community Development District and Palm Beach County, is made and executed this _____ day of _____, 2008, by PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter called the seller, to BEELINE COMMUNITY DEVELOPMENT DISTRICT, hereinafter called the buyer.

WITNESSETH: That the seller, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the buyer:

All potable water and wastewater facilities, including utility mains, pipes, conduits, lift stations, valves, meters, meter boxes, control panels, water storage tanks, equipment, and pump stations and related appurtenances of every kind and nature lying above, under, or within the boundaries of the easement areas that are released and terminated pursuant to that certain Partial Release of Utility Easement from Palm Beach County to Beeline Community Development District dated _____, 2008 and to be recorded in the Palm Beach County Clerk's Office (hereinafter referred to as the "Facilities.") The buyer and seller acknowledge that ownership of the Facilities has never been transferred to seller, but, in order to avoid confusion as to the owner of the Facilities, the seller agrees to provide this Bill of Sale to buyer. To the extent that the seller has any ownership rights in the Facilities, the seller relinquishes those rights as of the date of this Bill of Sale.

TO HAVE AND TO HOLD, the same forever.

IN WITNESS WHEREOF the seller has caused these presents to be executed in the name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY :

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Addie L. Greene, Chairperson

Date: _____

Schedule C

Current Draft of ELUR

Schedule D
Preliminary Specifications for New Line Facilities

The New Line Facilities shall consist of the 8-Inch Main and the Re-chlorination System.

8-Inch Main:

The 8-Inch Main shall be constructed from the end of the new 6" water main east of the Sikorsky meters to the Test Cell meter, which is a distance of approximately 12,000 feet. The 8-Inch Main shall be ductile iron pipe and run approximately parallel with the existing 6" water main. The 8-Inch Main shall include transitions to the 6" piping at either end of the main, and have connections for the various water services that are now in use along that portion of piping. No hydrants are necessary along this portion of the 8-Inch Main. Tie-ins to the existing 6" piping and the active customer connections shall be coordinated with UTC, to the extent practical. The old 6" water main to be replaced by the 8-Inch Main shall be abandoned in place with caps in accordance with Health Dept. regulations.

Re-chlorination System:

The Re-chlorination System shall be located on Innovation Drive near the western end of the PBCWUD's existing 20-inch water line near the "20/12 connection", unless a mutually agreed alternative location is established.

The Re-chlorination System shall include necessary chemical feed facilities for booster chloramination (chlorine and ammonia addition). The Re-chlorination System shall have the capacity to add chlorine at the rate of 10 parts per million (ppm) into a 350-gpm water stream, or a rate of 42 pounds per day (ppd). Using 10 to 12% sodium hypochlorite solution, which contains approximately 1.0 pound of chlorine per gallon with some margin, the chlorination feed equipment shall have a capacity of 50 gpd. The sodium hypochlorite tank shall be a double walled tank or multiple shipping containers sized for a minimum of 350 gallons storage. There shall be duplicate metering pumps

with automated adjustment of speed to provide adequate turndown ratio. Dosage shall be controlled by an automated, programmable logic control (PLC) system utilizing inputs from and one or more chlorine residual analyzers. The control loop shall be capable of maintaining the residual chlorine levels at the sampling location downstream of the Re-chlorination System at a set point within the range of 1 to 5 ppm +/- 0.5 ppm.

Feed pumps for aqueous ammonia solution shall be sized proportionally to assure the proper ratio of ammonia to chlorine of 1 part ammonia to 4.5 parts chlorine. The aqueous ammonia storage will be in an outside dual wall tank or multiple shipping containers. A remote telemetry unit shall be provided to provide alarms back to the utility.

The Re-chlorination System shall include a weatherproof housing, external chemical injection piping, chemical injection points and chemical injection vault if necessary. Access from the road shall be provided, and a fence with gate shall be provided for security. The County shall be responsible for securing electrical service for the Re-chlorination System.

REVISED EXHIBIT F

BILL OF SALE FOR DISTRICT UTILITY SYSTEM ASSETS

THIS BILL OF SALE evidencing the sale and conveyance of certain personal property, as required by that certain Potable Water and Wastewater Utility Acquisition, Service and Service Area Agreement, is made and executed this _____ day of _____, 2008, by BEELINE COMMUNITY DEVELOPMENT DISTRICT, herein called the seller, to PALM BEACH COUNTY, herein called the buyer.

WITNESSETH: That the seller, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the buyer:

All potable water and wastewater utility mains, pipes, conduits, lift stations, valves, meters, meter boxes, control panels, equipment and related appurtenances of every kind and nature lying above, under, or within (i) the boundaries of Endeavour Drive as shown on the plat of the Blackbird Subdivision as filed in Palm Beach County, Florida Plat Book 98 at Pages 54-58 and Innovation Drive as shown on the plat of the Innovation Subdivision as filed in Palm Beach County, Florida Plat Book 98 at Pages 50-54 (ii) any utility easements dedicated to the County pursuant to said plats, and (iii) the easement areas as described on Attachment "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD, the same forever.

AND the seller, for itself and its successors, hereby covenants with said buyer and the buyer's successors and assigns that it is the lawful owner of said personal property in fee simple (except such as is owned and/or has been installed by the buyer); that it has good, right and lawful authority to sell and convey said personal property; that it hereby warrants the title to said personal property and will defend the same against the lawful claims of all persons whomsoever; and that said personal property is free of all encumbrances.

IN WITNESS WHEREOF the seller has caused these presents to be executed in the name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

ATTEST:

**BEELINE COMMUNITY DEVELOPMENT
DISTRICT**

Peter L. Pimentel, Secretary

BY: _____
John K. Sillan, Chairman

DATE: _____

Attachment A

To

Bill of Sale for District Utility System Assets

(Schedules A-1 through A-4 will be the same as Schedules A-1 through A-4 attached to the Third Amendment to The Palm Beach County / Beeline Community Development District Water And Wastewater Utility Acquisition, Service And Service Area Agreement)

The easement areas referred to in the Bill of Sale to which this is attached are the easement areas described in the following documents:

- A. Subject to the exclusions indicated, the following easements that are held by the DISTRICT, having been conveyed to the DISTRICT by UTC:
1. Grant of Easements for Sewer and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 830.
 2. Grant of Easements for Water Main and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 851.
 3. Grant of Reserved Water, Sewer and Wastewater and Other Utility Easements from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 865.

Excluding from the foregoing, the following:

1. The easements described in Schedule A-1 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Sewer and Appurtenances recorded in

Palm Beach County ORB 15559 at Page 830.¹

2. The easements described in Schedule A-2 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Water Main and Appurtenances recorded in Palm Beach County ORB 15559 at Page 851.²

B. The following easement to be conveyed by the DISTRICT to the COUNTY:

Easement for lift station, sewer and appurtenances to replace the master lift station easement that is to be abandoned, said replacement easement area to be as shown on Schedule A-3 attached hereto and made a part hereof.

C. The following easement to be conveyed by UTC to the COUNTY:

Easement for water main and appurtenances in the areas as shown and described on Schedule A-4 attached hereto and made a part hereof.

¹ Lift stations and related force main easement for lift stations 20, 49, 50, 51 and 52 and the lift station force main easement at the old fuel station location (n/side of Innovation Drive).

² Old cross-country water main which has been replaced by the new cross-country water main and the boost pump, tank and appurtenances downstream of new County Test Area Meter.

Exhibit G

Depiction of location of 20/12 Connection

List of Schedules and Exhibits:

Schedules

- A Easements to be Conveyed to the COUNTY and to be Abandoned by the COUNTY
- B. Form of Bill of Sale from the COUNTY to UTC for facilities in abandoned easement areas
- C. Draft proposed Environmental Land Use Restriction
- D Preliminary Specifications for New Line Facilities
- E. Depiction of location of 20/12 Connection

Exhibit

Revised Exhibit F Form of Bill of Sale from the DISTRICT to the COUNTY for District Utility System Assets

Schedule A

Easements to be Conveyed to the COUNTY and to be Abandoned by the COUNTY

Easements to be Conveyed to the COUNTY:

A. Subject to the exclusions indicated, the following easements that are held by the DISTRICT, having been conveyed to the DISTRICT by UTC:

1. Grant of Easements for Sewer and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 830.
2. Grant of Easements for Water Main and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 851.
3. Grant of Reserved Water, Sewer and Wastewater and Other Utility Easements from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 865.

Excluding from the foregoing, the following:

1. The easements described in Schedule A-1 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Sewer and Appurtenances recorded in Palm Beach County ORB 15559 at Page 830.
2. The easements described in Schedule A-2 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Water Main and Appurtenances recorded in Palm Beach County ORB 15559 at Page 851.

B. The following easement to be conveyed by the DISTRICT to the COUNTY:

Easement for lift station, sewer and appurtenances to replace the master lift station easement that is to be abandoned, said replacement easement area to be as shown on Schedule A-3 attached hereto and made a part hereof.

C. The following easement to be conveyed by UTC to the COUNTY:

Easement for water main and appurtenances in the areas as shown and described on Schedule A-4 attached hereto and made a part hereof.

Easements to be Abandoned by the COUNTY:

Those certain easements that were conveyed to the COUNTY by the DISTRICT by Utility Easement dated December 21, 2005 recorded in Palm Beach County ORB 19799 at Page 1156 that are shown and described on Schedule A-5 which is attached hereto and made a part hereof.

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF A PORTION OF THE GRANT OF EASEMENTS FOR SEWER AND APPURTENANCES, LYING IN SECTIONS 14 AND 15, TOWNSHIP 41 SOUTH, RANGE 40 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 15559, PAGES 830 THRU 848 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST; THENCE NORTH 89°56'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 2988.34 FEET TO A POINT ON THE EAST LINE OF PARCEL 2 OF INNOVATION SUBDIVISION AS RECORDED IN PLAT BOOK 98, PAGE 50 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°20'57" WEST ALONG SAID EAST LINE, A DISTANCE OF 1084.11 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG SAID NORTH LINE, A DISTANCE OF 3548.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 13°44'34"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.75 FEET; THENCE NORTH 00°16'06" WEST, A DISTANCE OF 25.79 FEET TO THE BEGINNING OF THE CENTERLINE OF THE 12.00 FOOT EASEMENT OF SAID GRANT OF EASEMENTS, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 30°21'33" AND CHORD BEARING AND DISTANCE OF NORTH 60°14'37" WEST, 154.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 156.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 45°03'50" WEST, A DISTANCE OF 495.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 215.00 FEET AND A CENTRAL ANGLE OF 46°01'44"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 172.72 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°57'54" EAST, A DISTANCE OF 589.48 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 1670.19 FEET TO A POINT TO BE HERINAFTER REFERRED TO AS POINT "B" AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE CONTINUE SOUTH 89°37'15" WEST, A DISTANCE OF 1806.64 FEET TO A POINT TO BE HERINAFTER REFERRED TO AS POINT "C" AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE CONTINUE SOUTH 89°37'15" WEST, A DISTANCE OF 47.64 FEET TO A POINT TO BE HERINAFTER REFERRED TO AS POINT "D" AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE CONTINUE SOUTH 89°37'15" WEST, A DISTANCE OF 1882.86 FEET TO A POINT KNOWN AS POINT "E" AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED; THENCE CONTINUE NORTH 00°22'45" WEST, A DISTANCE OF 130.52 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 176.93 FEET; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 223.04 FEET; THENCE NORTH 13°23'52" EAST, A DISTANCE OF 36.08 FEET TO A POINT TO BE HERINAFTER REFERRED TO AS POINT "M" AS DESCRIBED IN SAID GRANT OF EASEMENTS AND THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT EASEMENT.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO N 89°56'23" W ALONG THE SOUTHEAST QUARTER LINE OF SECTION 13, TOWNSHIP 41 S., RANGE 40 E., ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

DRAWING BY T.C. WILLIAMS	DATE	REVISIONS
APPROVED BY G.P. WILLIAMS		
DATE		

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG
XREF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

4/5 20 - 49 - 50 - 51 - 52

LEGAL DESCRIPTION CONTINUED

COMMENCING AT THE AFOREMENTIONED POINT "B"; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED; THENCE CONTINUE NORTH 00°22'45" WEST, A DISTANCE OF 97.86 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 187.02 FEET; THENCE NORTH 51°20'07" WEST, A DISTANCE OF 9.53 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "H" AS DESCRIBED IN SAID GRANT OF EASEMENT, SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED.

COMMENCING AT THE AFOREMENTIONED POINT "C"; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED; THENCE CONTINUE NORTH 00°22'45" WEST, A DISTANCE OF 66.44 FEET; THENCE NORTH 47°34'43" EAST, A DISTANCE OF 120.17 FEET; THENCE NORTH 00°08'52" WEST, A DISTANCE OF 214.28 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "I" AS DESCRIBED IN SAID GRANT OF EASEMENTS SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED.

COMMENCING AT THE AFOREMENTIONED POINT "J"; THENCE NORTH 89°51'08" EAST, A DISTANCE OF 6.00 FEET; THENCE NORTH 00°08'52" WEST, A DISTANCE OF 15.79 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED; THENCE SOUTH 46°07'44" EAST, A DISTANCE OF 17.53 FEET; THENCE NORTH 89°06'57" EAST, A DISTANCE OF 26.35 FEET; THENCE SOUTH 00°51'08" EAST, A DISTANCE OF 278.02 FEET; THENCE SOUTH 89°46'34" EAST, A DISTANCE OF 618.01 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "K" AS DESCRIBED IN SAID GRANT OF EASEMENTS, SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED.

COMMENCING AT THE AFOREMENTIONED POINT "D"; THENCE SOUTH 00°22'45" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED; THENCE CONTINUE SOUTH 00°22'45" EAST, A DISTANCE OF 88.26 FEET; THENCE SOUTH 44°23'40" WEST, A DISTANCE OF 230.66 FEET; THENCE SOUTH 89°23'40" WEST, A DISTANCE OF 40.97 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "L" AS DESCRIBED IN SAID GRANT OF EASEMENTS SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED.

BEGINNING AT THE AFOREMENTIONED POINT "H"; THENCE NORTH 89°37'15" EAST, A DISTANCE OF 19.05 FEET; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°22'45" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°37'15" EAST, A DISTANCE OF 20.95 FEET TO THE **POINT OF BEGINNING**.

BEGINNING AT THE AFOREMENTIONED POINT "I"; THENCE NORTH 89°51'08" EAST, A DISTANCE OF 6.00 FEET; THENCE NORTH 00°08'52" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°51'08" WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°08'52" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 89°51'08" EAST, A DISTANCE OF 6.00 FEET TO THE **POINT OF BEGINNING**.

BEGINNING AT THE AFOREMENTIONED POINT "K"; THENCE SOUTH 00°13'26" WEST, A DISTANCE OF 7.46 FEET; THENCE SOUTH 89°46'34" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°13'26" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°46'34" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°13'26" WEST, A DISTANCE OF 12.54 FEET TO THE **POINT OF BEGINNING**.

BEGINNING AT THE AFOREMENTIONED POINT "L"; THENCE NORTH 00°36'20" WEST, A DISTANCE OF 7.70 FEET; THENCE SOUTH 89°23'40" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°36'20" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°23'40" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°36'20" WEST, A DISTANCE OF 22.30 FEET TO THE **POINT OF BEGINNING**.

BEGINNING AT THE AFOREMENTIONED POINT "M"; THENCE NORTH 89°37'15" EAST, A DISTANCE 18.09 FEET; THENCE NORTH 00°22'45" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°37'15" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°22'45" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°37'15" EAST, A DISTANCE OF 11.91 FEET TO THE **POINT OF BEGINNING**.

SHEET	JOB NUMBER	DATE	DRAWN BY	CHECKED BY	DATE
2 OF 12	A 2K-CST-LAN	N/A	T. C. CARROLL	G. C. WILSON	N/A

REV.	DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
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DWG REF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG

XREF: P:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

SEE SHEET 4

BEGINNING OF CENTERLINE OF
12' EASEMENT AS PER
OFFICIAL RECORD BOOK 15559,
PAGES 830 THRU 848

EAST LINE OF SECTION 14,
TOWNSHIP 41 S., RANGE 40 E.
WEST LINE OF SECTION 13,
TOWNSHIP 41 S., RANGE 40 E.

$\Delta = 13^{\circ}44'34''$
 $R = 320.00'$
 $L = 76.75'$

N 00'16'06" W
25.79'

S 89'39'03" W 3548.34'

NORTH OF PARCEL 2

ENDEAVOUR DR.

INNOVATION DRIVE

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)
PARCEL 2

SOUTH LINE SECTION 13, TOWNSHIP 41 S., RANGE 40 E.
(BASIS OF BEARINGS)

EAST LINE OF PARCEL 2
N 00'20'57" W 1084.11'

N 89'56'23" W
2988.34'

SEABOARD AIR LINE RAILWAY COMPANY
BEELINE HIGHWAY
(S. R. 710)

- Δ = CENTRAL ANGLE
- R = RADIUS
- L = LENGTH OF CURVE
- \odot = CENTERLINE
- O.R.B. = OFFICIAL RECORD BOOK



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF SECTION 13,
TOWNSHIP 41 SOUTH, RANGE 40 EAST
FOUND PALM BEACH COUNTY
CONCRETE MONUMENT & BRASS DISK



**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

NO.	DATE	REVISIONS

DRAWN BY: T.C. MILLIN
APPROVED BY: G.L. WILLIAMS
DATE: 04/30/09
SCALE: 1" = 500'
JOB NUMBER: A SK-087-LAW
SHEET: 3 OF 13

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG
XREF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

MATCH SHEET 5

S 89°37'15" W 1670.19'

N 00°57'54" E 589.48'

CENTERLINE OF 12' FORCE MAIN
EASEMENT AS RECORDED IN
OFFICIAL RECORD BOOK 15559, PAGE 830

$\Delta = 46^{\circ}01'44''$
R = 215.00'
L = 172.72'

N 45°03'50" W 495.72'

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

PARCEL 2

$\Delta = 30^{\circ}21'33''$
R = 295.00'
L = 156.31'
CH = 154.49'
CHB = N 60°14'37" W

N 00°16'06" W
25.79'

BEGINNING OF CENTERLINE OF
12' EASEMENT AS PER
OFFICIAL RECORD BOOK 15559,
PAGES 830 THRU 848

$\Delta = 13^{\circ}44'34''$
R = 320.00'
L = 76.75'



JOB NUMBER A 200-027-1111	DATE	BY	DATE	REVISIONS
	04/30/08	T.C. WILLIAMS		
FIELD BOOK/PAGES	1" = 50.00'			
N/A	500			

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

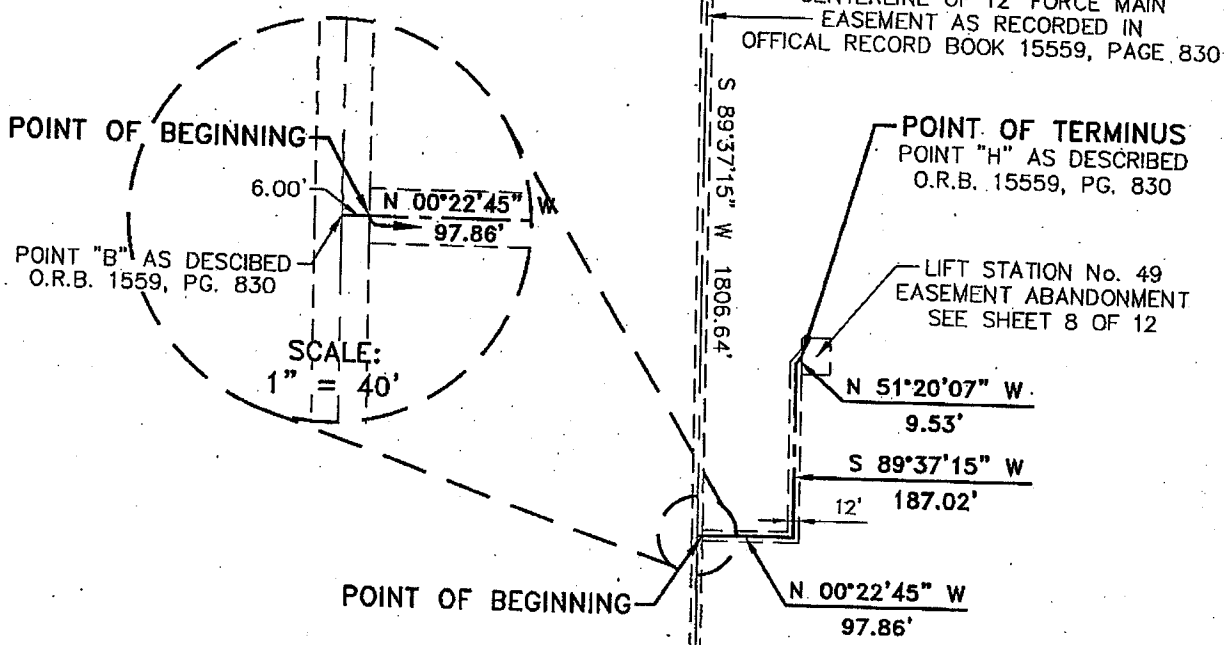
F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1853
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

DWG REF: I:\0814\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG

XREF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

SHEET
4 OF 12

MATCH SHEET 6



POINT OF BEGINNING

S 89°37'15" W 1670.19'

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

PARCEL 2



MATCH SHEET 4

JOB NUMBER:
4-2K-02-1.AW

SHEET:
5 OF 12

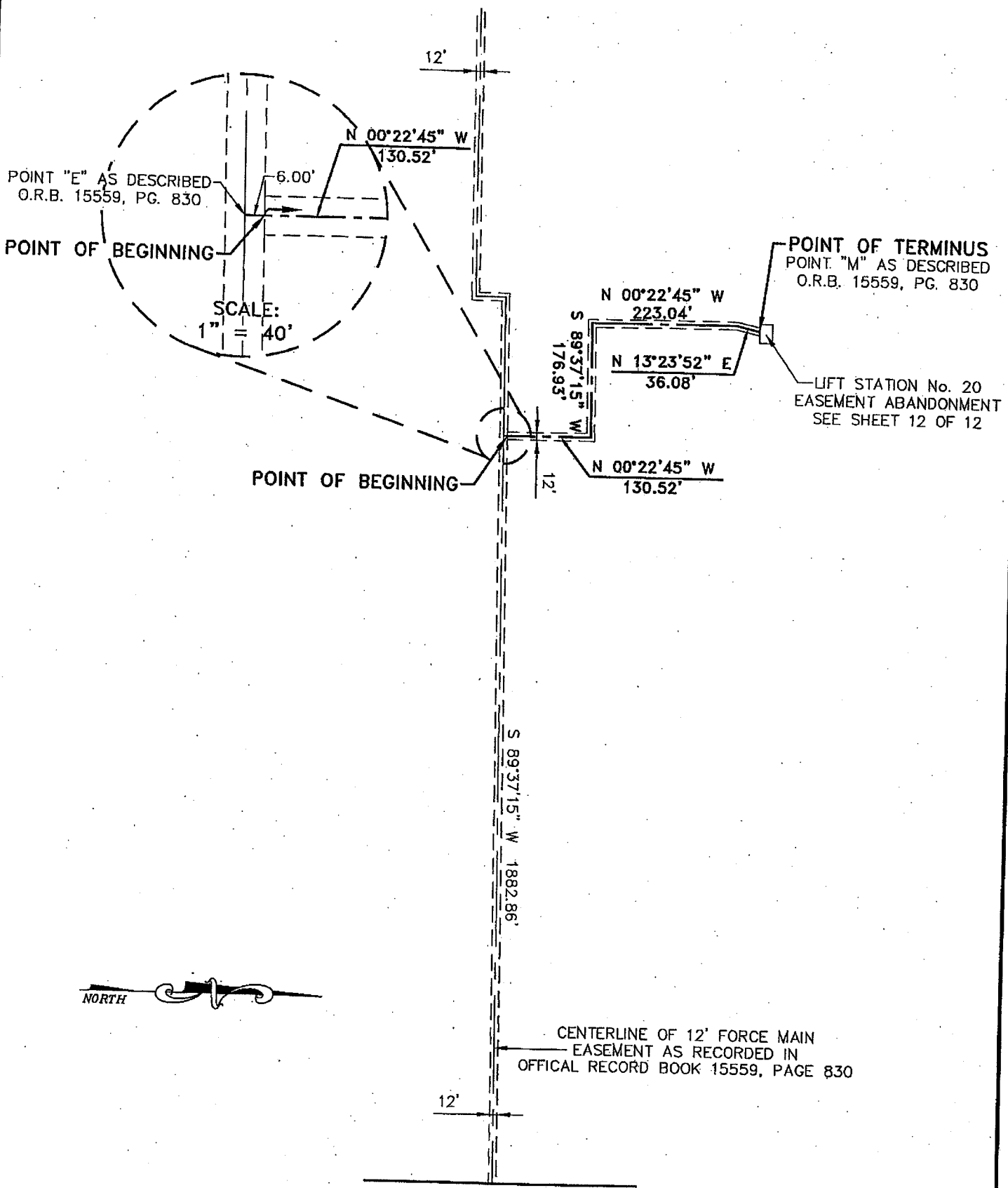
DATE	REVISIONS

SKETCH AND DESCRIPTION OF ABANDONMENT OF 12' FORCE MAIN & LIFT STATION EASEMENTS FOR BEE LINE COMMUNITY DEVELOPMENT DISTRICT

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LS 4241
 901 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7822
 Web Site: www.frsurvey.com

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XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG



MATCH SHEET 6



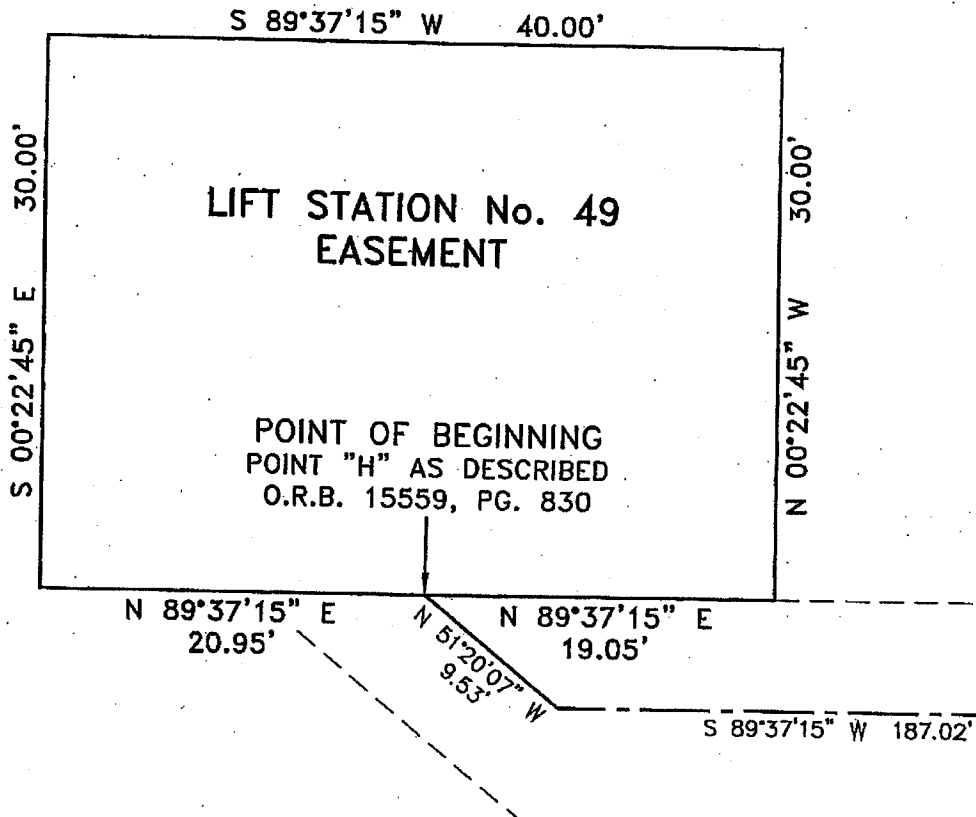
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	FIELD BOOK/PAGES:	N/A									
JOB MANAGER: A. SANCHEZ AM	DATE:	04/29/09									
	FIELD BOOK/PAGES:	N/A									
DRAWN BY: T.C. MILLIN	DATE:	04/29/09									
	FIELD BOOK/PAGES:	N/A									
APPROVED BY: G.R. WILLIAMS	DATE:	04/29/09									
	FIELD BOOK/PAGES:	N/A									
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BY	DATE	REVISIONS									

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEE LINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. L2-4241
 901 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7822
 Web Site: www.frssurvey.com

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XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAA.DWG



SEE SHEET 5 OF 12

JOB NUMBER: A 200-021-1	DRAWN BY: G. WILLIAMS	CHECKED BY: G. WILLIAMS	SCALE: 1" = 10'	DATE: 04/23/08	FIELD BOOK NUMBER: N/A	REVISIONS	
						#	DATE

SKETCH AND DESCRIPTION OF ABANDONMENT OF 12' FORCE MAIN & LIFT STATION EASEMENTS FOR BEE LINE COMMUNITY DEVELOPMENT DISTRICT



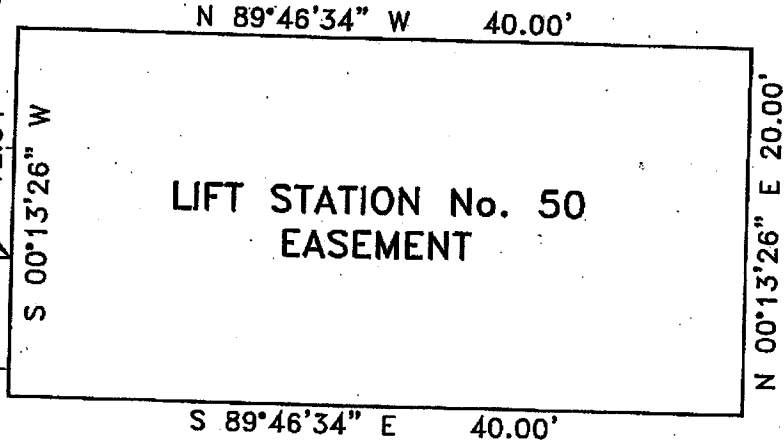
F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

DWG REF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG XREF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG



POINT OF BEGINNING
POINT "K" AS DESCRIBED
O.R.B. 15559, PG. 830

SEE SHEET 6 OF 12



LIFT STATION No. 50
EASEMENT

DRAWING BY: T.C. MILLIN	DATE: 04/30/08	SCALE: 1" = 10'	BY:	DATE:	REVISIONS:

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1853
PHONE (561) 478-7178 FAX (561) 478-7022
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PLT REF: P:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG



S 89°51'08" W 12.00'

S 00°08'52" E 25.00'

LIFT STATION No. 51
EASEMENT

N 00°08'52" W 25.00'

S 46°07'44" E 17.53'

N 89°51'08" E

6.00'

6.00'

N 00°08'52" W 214.28'

POINT OF BEGINNING
POINT "1" AS DESCRIBED
O.R.B. 15559, PG. 830

SEE SHEET 6 OF 12

SEE SHEET 6 OF 12

SHEET
10 OF 12

JOB NUMBER
A 2K-021-AM

DATE	BY	REVISIONS

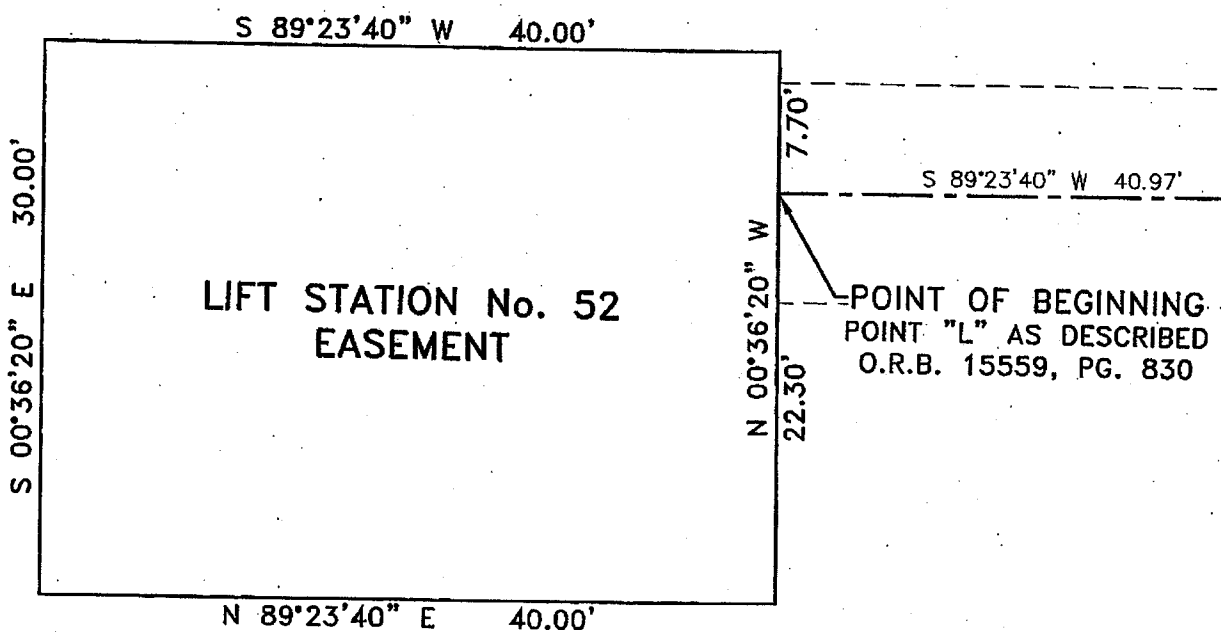
**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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WEST PALM BEACH, FLORIDA 33407-1853
PHONE (561) 478-7178 FAX (561) 478-7922
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XREF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG



SEE SHEET 6 OF 12

DRAWN BY: T.C. MILLER	DATE:	
	BY:	
CHECKED BY: A. SK. DEVLIN	DATE:	
	BY:	
REVISIONS		

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEE LINE COMMUNITY
DEVELOPMENT DISTRICT**

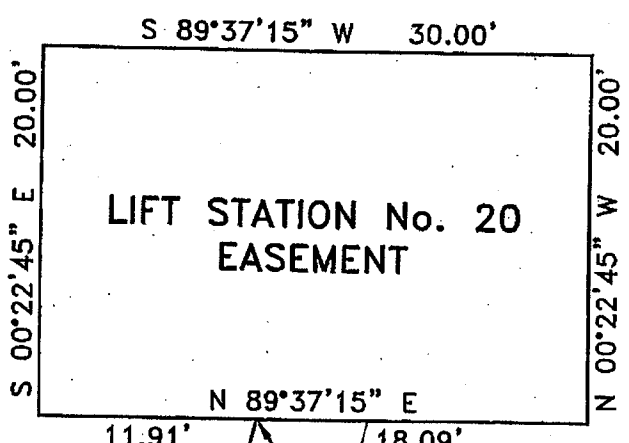


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LIFT STATION No. 20
EASEMENT

POINT OF BEGINNING
POINT "M" AS DESCRIBED
O.R.B. 15559, PG. 830

SEE SHEET 7 OF 12

DRAWN BY
T. G. WILLIAMS
C. S. WILLIAMS
SCALE
1" = 10'
DATE
04/08
JOB NUMBER
15K-021-AN
SHEET
12 OF 12

NO.	DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 12' FORCE MAIN
& LIFT STATION EASEMENTS
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
801 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

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AREF: P:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF A PORTION OF THE GRANT OF EASEMENTS FOR SEWER AND APPURTENANCES, LYING IN SECTIONS 13 AND 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 15559, PAGES 830 THRU 848 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST; THENCE NORTH 89°56'23" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 2988.34 FEET TO A POINT ON THE EAST LINE OF PARCEL 2 OF INNOVATION SUBDIVISION AS RECORDED IN PLAT BOOK 98, PAGE 50 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°20'57" WEST ALONG SAID EAST LINE, A DISTANCE OF 1084.11 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2174.53 FEET; THENCE NORTH 00°20'57" WEST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED; THENCE NORTH 47°21'21" WEST, A DISTANCE OF 87.71 FEET; THENCE SOUTH 87°39'41" WEST, A DISTANCE OF 131.93 FEET; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 24.77 FEET; THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 75.96 FEET; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 10.29 FEET; THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 122.28 FEET; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 20.18 FEET TO THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT EASEMENT TO BE ABANDONED OF SAID GRANT OF EASEMENTS.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO N 89°56'23" W ALONG THE SOUTHEAST QUARTER LINE OF SECTION 13, TOWNSHIP 41 S., RANGE 40 E., ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

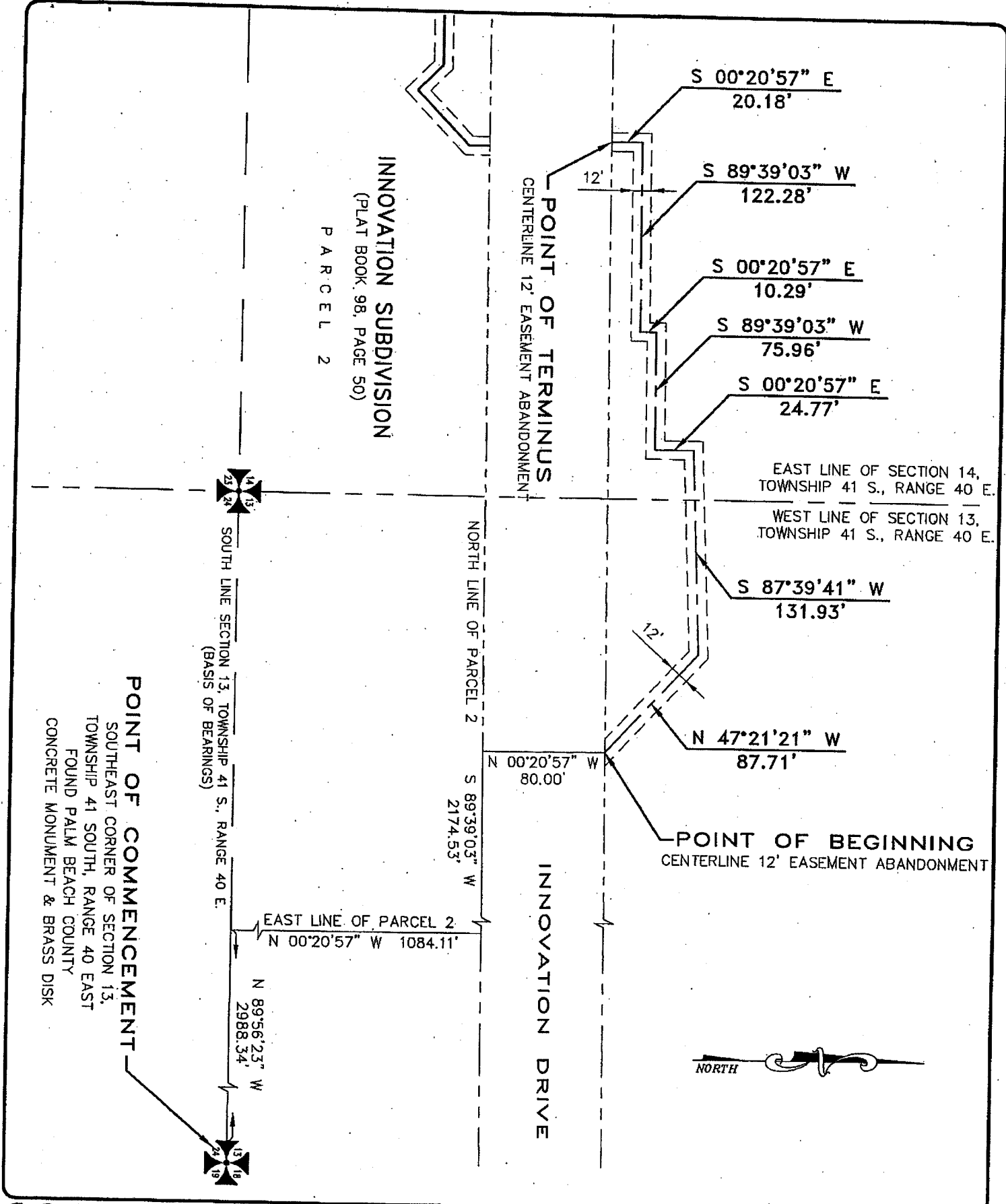
SHEET: 1 OF 2	JOB NUMBER: A 20-021.AN	DATE:	SCALE:	DRAWN BY:	DATE:	REVISIONS:
		04/20/08	N/A	T. G. WILLIAMS		
DRAWN BY:		SCALE:		DATE:		
CHECKED BY:		SCALE:		DATE:		

SKETCH AND DESCRIPTION OF
OF THE ABANDONMENT OF A
12' FORCE MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LET STATION EASEMENT ABANDONMENTS.DWG
REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

old fuel station n/side Innovation



DRAWN BY T. G. WILKIN	DATE 04/20/08	REVISIONS
APPROVED BY G. J. SOLIS	DATE 04/20/08	
SCALE 1" = 500'		
JOB NUMBER A-2K-021-AMV		
SHEET 2 OF 2		

SKETCH AND DESCRIPTION OF THE ABANDONMENT OF A 12' FORCE MAIN EASEMENT FOR BEELINE COMMUNITY DEVELOPMENT DISTRICT

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 901 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (361) 478-7178 FAX (361) 478-7922
 Web Site: www.frsurvey.com

DWG REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\12' STATION EASEMENT ABANDONMENTS.DWG

REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF A PORTION OF THE GRANT OF EASEMENTS FOR WATER MAIN AND APPURTENANCES, LYING IN SECTIONS 14, 15, 16 AND 17, TOWNSHIP 41 SOUTH, RANGE 40 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 15559, PAGES 851 THRU 864 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST; THENCE NORTH 89°56'23" WEST ALONG THE SOUTH LINE OF SAID SECTIONS 13 AND 14, A DISTANCE OF 7246.80 FEET; THENCE NORTH 00°03'37" WEST, A DISTANCE OF 413.94 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE 12.00 FOOT WATER MAIN EASEMENT TO BE ABANDONED OF SAID GRANT OF EASEMENTS; THENCE SOUTH 89°04'34" WEST, A DISTANCE OF 462.36 FEET; THENCE NORTH 89°56'23" WEST, A DISTANCE OF 1140.61 FEET; THENCE NORTH 42°27'20" WEST, A DISTANCE OF 1221.85 FEET; THENCE NORTH 42°55'52" WEST, A DISTANCE OF 636.33 FEET; THENCE NORTH 41°54'54" WEST, A DISTANCE OF 548.00 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A" AS DESCRIBED IN SAID GRANT OF EASEMENTS AND THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT WATER MAIN EASEMENT TO BE ABANDONED.

TOGETHER WITH

BEGINNING AT THE AFOREMENTIONED POINT "A", SAID POINT ALSO BEING ON THE CENTERLINE OF THE 12 FOOT WATER MAIN EASEMENT TO BE ABANDONED OF SAID GRANT OF EASEMENTS; THENCE NORTH 89°40'36" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1863.12 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT WATER MAIN EASEMENT TO BE ABANDONED.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO NORTH 89°56'23" WEST ALONG THE SOUTH LINE OF SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.
3. THIS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY D. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

JOB NUMBER: A8K-027-LAN	DATE:	SCALE:	DRAWN BY:
	04/18/08	N/A	T. G. WILKINSON
FIELD NOTES:			C. A. WILLIAMS
N/A			

NO.	DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
12' WATER MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\12' WATER MAIN EASEMENT ABANDONMENTS.DWG

XREF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

SEE SHEET 3



EAST LINE SECTION 14, TOWNSHIP 41 S., RANGE 40 E.
 WEST LINE SECTION 13, TOWNSHIP 41 S., RANGE 40 E.

INNOVATION SUBDIVISION
 (PLAT BOOK 98, PAGE 50)
 PARCEL 2

(BASIS OF BEARINGS)
 SOUTH LINE SECTION 13, TOWNSHIP 41 S., RANGE 40 E.
 N 89°56'23" W 7246.80'



SOUTH LINE SECTION 14,
 TOWNSHIP 41 S., RANGE 40 E.

N 00°03'37" W
 413.94'

POINT OF BEGINNING
 S 89°04'34" W
 462.36'

INNOVATION DRIVE

ENDEAVOR

DR.

SEABOARD AIR LINE RAILWAY COMPANY
 BEELINE HIGHWAY
 (S. R. R. LINE 710)

POINT OF COMMENCEMENT

SOUTHEAST CORNER OF SECTION 13,
 TOWNSHIP 41 SOUTH, RANGE 40 EAST
 FOUND PALM BEACH COUNTY
 CONCRETE MONUMENT & BRASS DISK



- Δ = CENTRAL ANGLE
- R = RADIUS
- L = LENGTH OF CURVE
- ⊙ = CENTERLINE
- O.R.B. = OFFICIAL RECORD BOOK

**SKETCH AND DESCRIPTION OF
 ABANDONMENT OF
 12' WATER MAIN EASEMENT
 FOR BEELINE COMMUNITY
 DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 801 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1933
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frssurvey.com

NO.	DATE	REVISIONS

DESIGNED BY T.C. WILLIAMS
APPROVED BY G.F. WILLIAMS
1" = 500' SCALE
DATE 04/30/08
TITLE WATER MAIN EASEMENT ABANDONMENT
JOB NUMBER A-2602-08-01
SHEET 2 OF 4

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG XREF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

N 41°54'54" W
548.00'

SEE SHEET 4



12'

N 89°40'36" E 1863.12'

POINT OF TERMINUS

N 42°55'52" W
636.33'

N 42°27'20" W
1221.85'

12'

N 89°56'23" W 1140.61'

S 89°04'34" W
462.36'

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)
PARCEL 2

SEE SHEET 2

SOUTH LINE SECTION 14, TOWNSHIP 41 S., RANGE 40 E.

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
12' WATER MAIN EASEMENT
FOR BEE LINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
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WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

BY	DATE	REVISIONS

DRAWN BY: T.C. MILLIN
 APPROVED BY: G.R. WILLIAMS
 1" = 300'
 DATE: 04/30/08
 FIELD BOOK NUMBER: N/A
 JOB NUMBER: A 5K-CST-ANV
 SHEET: 3 OF 4

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG

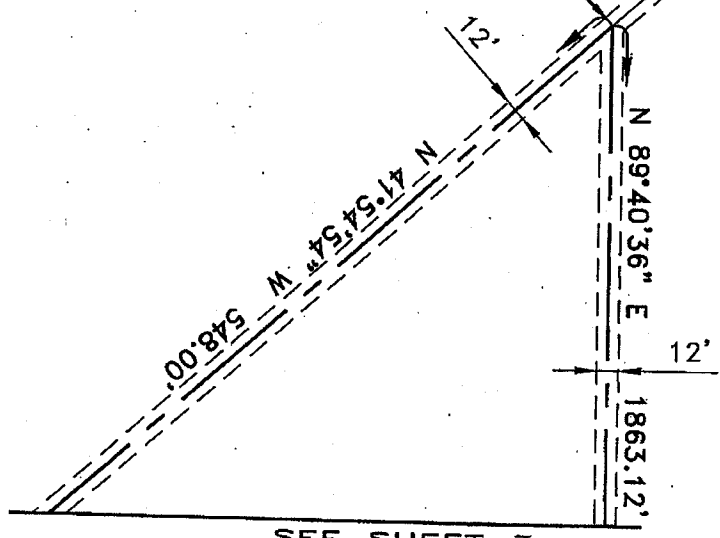
XREF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG



12'

EAST LINE SECTION 15, TOWNSHIP 41 S., RANGE 40 E.
WEST LINE SECTION 14, TOWNSHIP 41 S., RANGE 40 E.

POINT OF TERMINUS
POINT "A" AS DESCRIBED
IN O.R.B. 15559, PG. 851
POINT ALSO BEING THE
POINT OF BEGINNING



SEE SHEET 3

DRAWN BY
T.C. WELLEN
CHECKED BY
C.F. SOLIDUMS
DATE
04/30/08
JOB NUMBER
A-2K-021-AM
SHEET
4 OF 4

NO.	DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
12' WATER MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
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XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF A PORTION OF THE GRANT OF EASEMENTS FOR WATER MAIN AND APPURTENANCES, LYING IN SECTIONS 14, 15, 16 AND 17, TOWNSHIP 41 SOUTH, RANGE 40 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 15559, PAGES 851 THRU 864 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST; THENCE NORTH 89°56'23" WEST ALONG THE SOUTH LINE OF SAID SECTIONS 13 AND 14, A DISTANCE OF 7246.80 FEET; THENCE NORTH 00°03'37" WEST, A DISTANCE OF 413.94 FEET TO A POINT KNOWN AS THE POINT OF BEGINNING OF THE CENTERLINE OF THE 12.00 FOOT WATER MAIN EASEMENT AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE SOUTH 89°04'34" WEST, A DISTANCE OF 462.36 FEET; THENCE NORTH 89°56'23" WEST, A DISTANCE OF 1140.61 FEET; THENCE NORTH 42°27'20" WEST, A DISTANCE OF 1221.85 FEET; THENCE NORTH 42°55'52" WEST, A DISTANCE OF 636.33 FEET; THENCE NORTH 41°54'54" WEST, A DISTANCE OF 548.00 FEET TO A POINT KNOWN AS POINT "A" AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE NORTH 41°54'54" WEST, A DISTANCE OF 98.19 FEET; THENCE SOUTH 89°41'08" WEST, A DISTANCE OF 11454.34 FEET TO A POINT KNOWN AS POINT "H" AS DESCRIBED IN SAID GRANT OF EASEMENTS; THENCE SOUTH 88°56'54" WEST, A DISTANCE OF 366.59 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE 12 FOOT WATER MAIN EASEMENT TO BE ABANDONED OF SAID GRANT OF EASEMENTS; THENCE CONTINUE SOUTH 88°56'54" WEST, A DISTANCE OF 68.63 FEET; THENCE SOUTH 01°11'57" EAST, A DISTANCE OF 45.83 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "I", AS DESCRIBED IN SAID GRANT OF EASEMENTS AND THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT WATER MAIN EASEMENT TO BE ABANDONED.

TOGETHER WITH THE FOLLOWING DESCRIBED UTILITY EASEMENT TO BE ABANDONED

BEGINNING AT THE AFOREMENTIONED POINT "I"; THENCE SOUTH 89°39'29" WEST, A DISTANCE OF 92.68 FEET; THENCE SOUTH 00°20'31" EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°39'29" EAST, A DISTANCE OF 156.03 FEET; THENCE NORTH 00°20'31" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°39'29" WEST, A DISTANCE OF 63.35 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 16,976.49 SQ. FT. (0.39 ACRES) MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO NORTH 89°56'23" WEST ALONG THE SOUTH LINE OF SECTION 13, TOWNSHIP 41 SOUTH, RANGE 40 EAST, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.
3. THIS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

SHEET 1 OF 5	JOB NUMBER A 24-027-1-1	DATE 04/30/08	DRAWN BY G.P. WILLIAMS	CHECKED BY G.P. WILLIAMS	DATE
					BY

DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
12' WATER MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

DWG REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\12' STATION EASEMENT ABANDONMENTS.DWG

XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-12.DWG

SEE SHEET 3



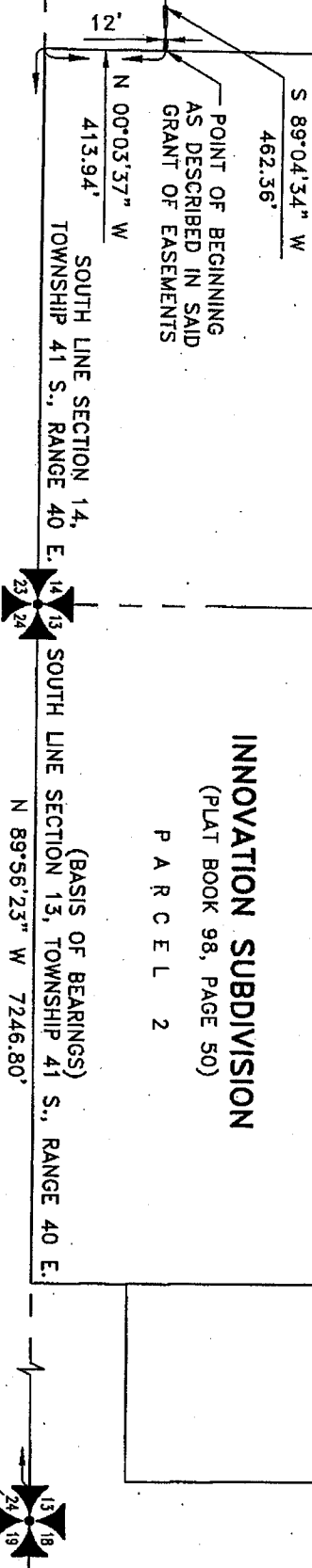
EAST LINE SECTION 14, TOWNSHIP 41 S., RANGE 40 E.
 WEST LINE SECTION 13, TOWNSHIP 41 S., RANGE 40 E.

INNOVATION DRIVE

ENDEAVOR DR.

SEABOARD AIR LINE RAILWAY COMPANY
 (S. R. R. HIGHWAY 710)
 BEELINE HIGHWAY

INNOVATION SUBDIVISION
 (PLAT BOOK 98, PAGE 50)
 PARCEL 2



POINT OF COMMENCEMENT
 SOUTHEAST CORNER OF SECTION 13,
 TOWNSHIP 41 SOUTH, RANGE 40 EAST
 FOUND PALM BEACH COUNTY
 CONCRETE MONUMENT & BRASS DISK

- △ = CENTRAL ANGLE
- R = RADIUS
- L = LENGTH OF CURVE
- ⊙ = CENTERLINE
- O.R.B. = OFFICIAL RECORD BOOK

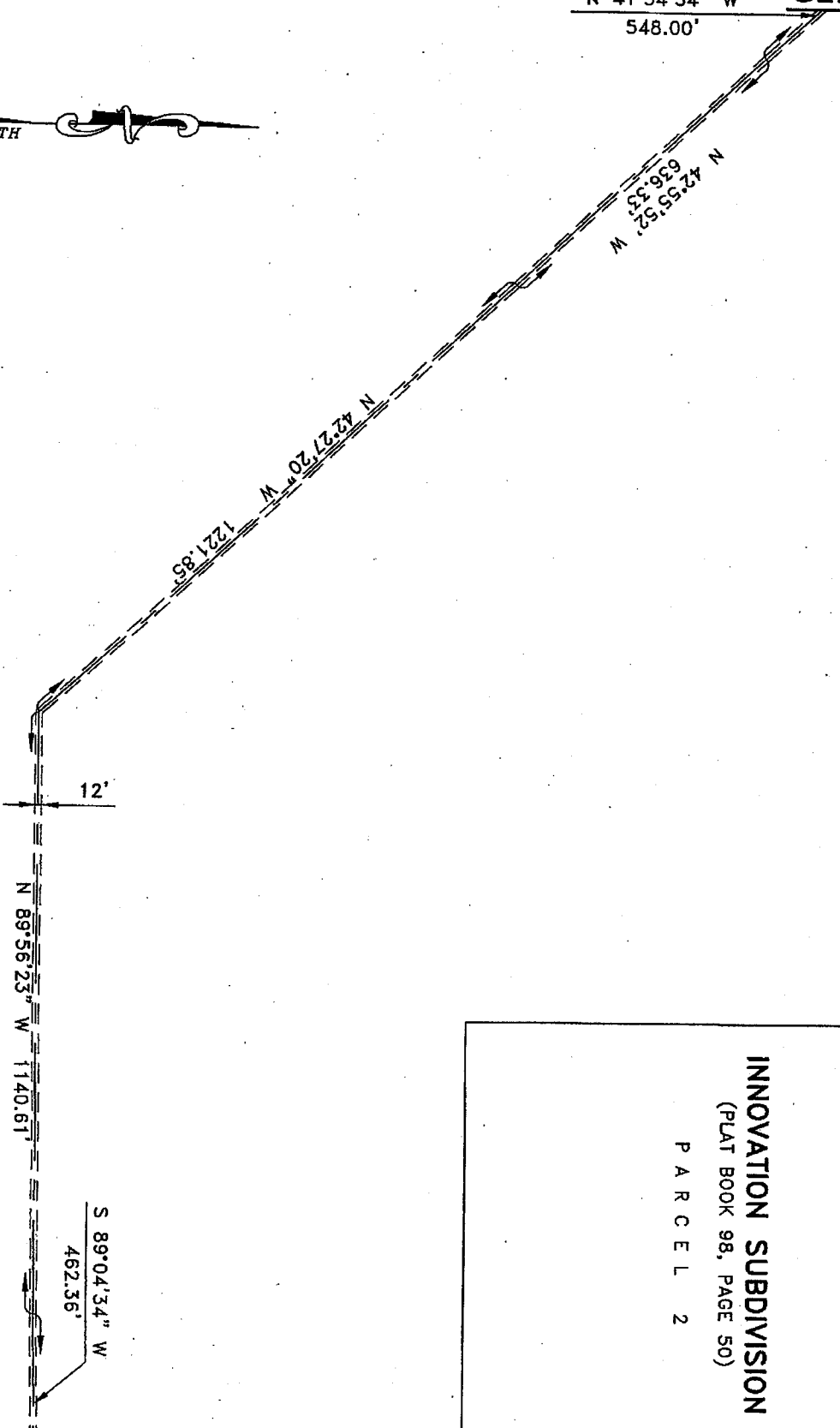
SKETCH AND DESCRIPTION OF
 ABANDONMENT OF
 12' WATER MAIN EASEMENT
 FOR BEELINE COMMUNITY
 DEVELOPMENT DISTRICT

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 501 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frsurvey.com

DATE	BY	REVISIONS

DWG REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG XREFS F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

N 41°54'54" W 548.00' SEE SHEET 4



SOUTH LINE SECTION 14, TOWNSHIP 41 S., RANGE 40 E.

INNOVATION SUBDIVISION
 (PLAT BOOK 98, PAGE 50)
 PARCEL 2

SEE SHEET 2

DATE	BY	REVISIONS

**SKETCH AND DESCRIPTION OF
 ABANDONMENT OF
 12' WATER MAIN EASEMENT
 FOR BEELINE COMMUNITY
 DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 301 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frsurvey.com

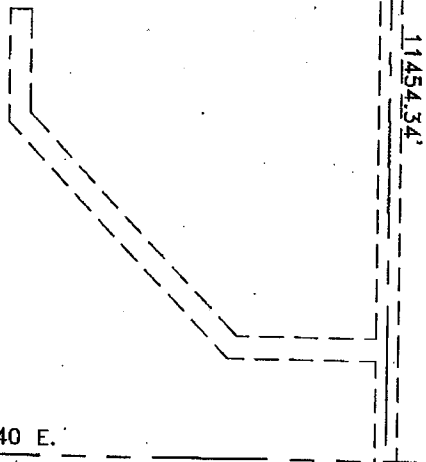
DWG REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

SEE SHEET 5



12'

S 89°41'08" W 11454.34'



EAST LINE SECTION 15, TOWNSHIP 41 S., RANGE 40 E.
WEST LINE SECTION 14, TOWNSHIP 41 S., RANGE 40 E.

POINT "A" AS DESCRIBED
IN O.R.B. 15559, PG. 851

N 41°54'54" W
98.19'

12'


N 41°54'54" W
548.00'

SEE SHEET 3

DRAWN BY:
T. C. MUELLER
CHECKED BY:
G. W. WILSON
SCALE:
1" = 100'
DATE:
04/20/08
JOB NUMBER:
A2K-021AW
SHEET:
4 OF 5

BY	DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
12" WATER MAIN EASEMENT
FOR BEE LINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (361) 478-7178 FAX (361) 478-7922
Web Site: www.frssurvey.com

DWG REF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG

XREF: I:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG



UTILITY
EASEMENT

POINT OF TERMINUS
POINT "I" AS DESCRIBED
IN O.R.B. 15559, PG. 851

S 01°11'57" E
45.83'

S 88°56'54" W
68.63'

POINT OF BEGINNING

12'

S 88°56'54" W
366.59'

POINT "H" AS DESCRIBED
IN O.R.B. 15559, PG. 851

S 89°41'08" W
11454.34'

12'

SEE SHEET 4

S 00°20'31" E
100.00'

N 89°39'29" E
156.03'

UTILITY
EASEMENT

92.68'
S 89°39'29" W
63.35'

POINT OF BEGINNING
POINT "I" AS DESCRIBED
IN O.R.B. 15559, PG. 851
POINT ALSO BEING THE
POINT OF TERMINUS
CENTERLINE 12' WATER
MAIN EASEMENT

S 01°11'57" E
45.83'

DETAIL
SCALE: 1"=60'

N 00°20'31" W
100.00'

JOB NUMBER: A-2K-027-1A	DATE: 04/30/08	REVISIONS:
SHEET: 5 OF 5		

DRAWN BY: T.C. MILLIN	DATE:	REVISIONS:
APPROVED BY: D.P. WILLIAMS		
SCALE: 1"=60'		
FIELD BOOK/PAGES: N/A		

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
12' WATER MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 ANDERSON PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG

REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

LEGAL DESCRIPTION

A STRIP OF LAND BEING A 12.00 FOOT WIDE FORCE MAIN EASEMENT LYING IN PARCEL 2, INNOVATION SUBDIVISION AS RECORDED IN PLAT BOOK 98, PAGES 50 THRU 53, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 2565.06 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 12.00 FOOT WIDE FORCE MAIN EASEMENT; THENCE SOUTH 00°20'57" EAST ALONG SAID CENTERLINE, A DISTANCE OF 13.70 FEET; THENCE SOUTH 45°27'30" WEST, A DISTANCE OF 49.09 FEET; THENCE NORTH 44°32'30" WEST, A DISTANCE OF 23.46 FEET TO A POINT ON A LINE THAT IS 31.11 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 99.75 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE SOUTH 89°39'03" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 35.98 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "B" SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT WIDE FORCE MAIN EASEMENT.

TOGETHER WITH:

THENCE CONTINUING WITH THE CENTERLINE OF SAID 12.00 FOOT WIDE FORCE MAIN EASEMENT AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 00°13'22" WEST, A DISTANCE OF 31.11 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE POINT OF TERMINUS OF THE CENTERLINE OF THIS PORTION OF SAID 12.00 FOOT WIDE FORCE MAIN EASEMENT.

TOGETHER WITH THE FOLLOWING DESCRIBED LIFT STATION EASEMENT:

BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 13.51 FEET; THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 40.15 FEET TO A POINT ON THE EAST LINE OF A EXCLUSIVE EASEMENT AREA AS RECORDED IN OFFICIAL RECORD BOOK 15559, PAGE 791, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; THENCE NORTH 00°20'57" WEST ALONG SAID EAST LINE, A DISTANCE OF 44.62 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE NORTH 89°39'03" EAST ALONG SAID NORTH LINE, A DISTANCE OF 40.15 FEET; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 31.11 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF PARCEL 2 OF INNOVATION PLAT AS RECORDED IN PLAT BOOK 98, PAGES 50 THRU 53, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED STRIP EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHT-OF-WAY OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS
GARY P. WILLIAMS, P.S.M.
 FLORIDA CERTIFICATION No. 4817
 FOR THE FIRM

JOB NUMBER A-2007-1111	DATE 07/01/08	DRAWN BY S. WILLIAMS	CHECKED BY J. WILLIAMS	DATE 07/01/08	REVISIONS
SHEET 1 OF 3					

**SKETCH AND LEGAL DESCRIPTION
 OF 12' FORCE MAIN AND
 LIFT STATION EASEMENT FOR
 BEE LINE COMMUNITY
 DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 501 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1053
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frsurvey.com

ADDITIONAL EXCLUSIVE EASEMENT AREA
(OFFICIAL RECORD BOOK 15559, PAGE 791)



POINT "B"

LIFT STATION EASEMENT
(SEE SHEET 3 OF 3)

POINT "A"

N 00°13'22" W
31.11'

POINT OF
TERMINUS

INNOVATION DRIVE

NORTH LINE OF PARCEL 2

N 44°32'30" W
23.46'

S 45°27'30" W
49.09'

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

S 00°20'57" E
13.70'

POINT OF BEGINNING

PARCEL 2

(BASIS OF BEARINGS)
S 89°39'03" W 2565.06'

POINT OF COMMENCEMENT
NORTHEAST CORNER OF PARCEL 2
OF INNOVATION PLAT AS RECORDED
(PLAT BOOK 98, PAGE 50 THRU 53)

EAST LINE OF PARCEL 2

JOB NUMBER: 42K-021-AREA	DATE:	07/01/09
	FIELD BOOK/PAGES:	N/A
DRAWN BY: T.C. MILLIN	DATE:	07/01/09
	APPROVED BY: G.P. WILLIAMS	
SHEET: 2 OF 3	DATE:	
	REVISIONS:	

SKETCH AND LEGAL DESCRIPTION
OF 12' FORCE MAIN AND
LIFT STATION EASEMENT FOR
BEELINE COMMUNITY
DEVELOPMENT DISTRICT



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com



ADDITIONAL EXCLUSIVE EASEMENT AREA
(OFFICIAL RECORD BOOK 15559, PAGE 791)

N 00°20'57" W 44.62'

EAST LINE OF ADDITIONAL EXCLUSIVE EASEMENT AREA
(OFFICIAL RECORD BOOK 15559, PAGE 791)

LIFT STATION
EASEMENT

S 89°39'03" W 40.15'

N 89°39'03" E 40.15'

INNOVATION DRIVE

POINT OF BEGINNING
POINT "B"

S 00°20'57" E

13.51'

31.11'

31.11'

S 89°39'03" W 35.98'

NORTH LINE OF PARCEL 2


INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

PARCEL 2

DRAWN BY T. CARROLLIN
CHECKED BY G.D. WILSON
SCALE 1" = 10'
DATE 07/10/08
FIELD BOOK NUMBER N/A
JOB NUMBER A-2K-CST-11111
SHEET 3 OF 3

BY	DATE	REVISIONS

SKETCH AND LEGAL DESCRIPTION
OF 12' FORCE MAIN AND
LIFT STATION EASEMENT FOR
BEELINE COMMUNITY
DEVELOPMENT DISTRICT



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1853
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

LEGAL DESCRIPTION

A PARCEL OF LAND BEING SUPPLEMENTAL ACCESS AREA "A", A NON-EXCLUSIVE EASEMENT LYING IN PARCEL 2, INNOVATION SUBDIVISION AS RECORDED IN PLAT BOOK 98, PAGES 50 THRU 53, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 2791.16 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE ADDITIONAL EXCLUSIVE EASEMENT AREA AS RECORDED IN OFFICIAL RECORD BOOK 15559, PAGE 791 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°20'57" EAST ALONG THE EAST LINE OF SAID ADDITIONAL EXCLUSIVE EASEMENT AREA, A DISTANCE OF 44.62 FEET; THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 12.80 FEET TO A POINT ON A LINE THAT IS 12.80 FEET WESTERLY OF AND PARALLEL TO THE EAST LINE OF SAID ADDITIONAL EXCLUSIVE EASEMENT AREA; THENCE NORTH 00°20'57" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 44.62 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE NORTH 89°39'03" EAST ALONG SAID NORTH LINE, A DISTANCE OF 12.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 630.571 SQUARE FEET (0.014 ACRES±) MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF PARCEL 2 OF INNOVATION PLAT AS RECORDED IN PLAT BOOK 98, PAGES 50 THRU 53, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

(Signature)
 GARY P. WILLIAMS, P.S.M.
 FLORIDA CERTIFICATION No. 4817
 FOR THE FIRM

SHEET: 1 OF 2	JOB NUMBER: A 2K-027 LAMB	DATE: 08/27/08	BY: G.P.W.	REVISIONS:
DRAWN BY: T. GARDNER CHECKED BY: G.P. WILLIAMS SCALE: N/A JOB NO: 08/27/08 FILED BOOK: 2008-08-27 DATE: N/A				

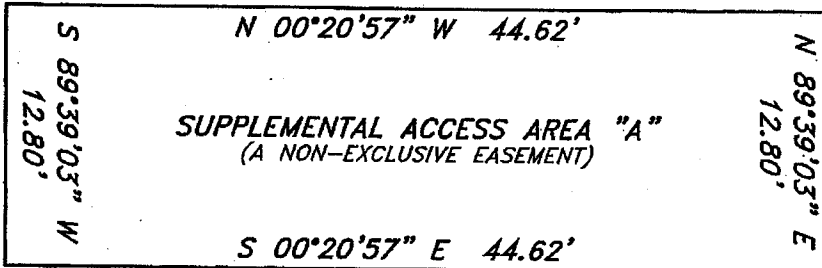
**SKETCH AND LEGAL DESCRIPTION
 OF SUPPLEMENTAL ACCESS AREA
 "A" A NON-EXCLUSIVE EASEMENT FOR
 BEELINE COMMUNITY
 DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 901 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1983
 PHONE (561) 478-7178 FAX (561) 478-7822
 Web Site: www.frsurvey.com

Master 1/5 - 5788A



ADDITIONAL EXCLUSIVE EASEMENT AREA
 (OFFICIAL RECORD BOOK 15559, PAGE 791)



SUPPLEMENTAL ACCESS AREA "A"
 (A NON-EXCLUSIVE EASEMENT)

EAST LINE OF ADDITIONAL EXCLUSIVE EASEMENT AREA
 (OFFICIAL RECORD BOOK 15559, PAGE 791)

POINT OF BEGINNING
 NORTHEAST CORNER OF
 ADDITIONAL EXCLUSIVE EASEMENT AREA
 (OFFICIAL RECORD BOOK 15559, PAGE 791)

INNOVATION SUBDIVISION
 (PLAT BOOK 98, PAGE 50)

PARCEL 2

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF PARCEL 2
 OF INNOVATION PLAT AS RECORDED
 (PLAT BOOK 98, PAGE 50 THRU 53)

EAST LINE OF PARCEL 2

INNOVATION DRIVE

 NORTH LINE OF PARCEL 2
 (BASIS OF BEARINGS)
 S 89°39'03" W 2791.16'

JOB NUMBER A-SK-027-AMW	DATE	BY
	08/10/08	
JOB NUMBER A-SK-027-AMW	DATE	BY
	08/10/08	
JOB NUMBER A-SK-027-AMW	DATE	BY
	08/10/08	
JOB NUMBER A-SK-027-AMW	DATE	BY
	08/10/08	

NO.	DATE	REVISIONS

**SKETCH AND LEGAL DESCRIPTION
 OF SUPPLEMENTAL ACCESS AREA
 "A" A NON-EXCLUSIVE EASEMENT FOR
 BEE LINE COMMUNITY
 DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 301 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1853
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frssurvey.com

LEGAL DESCRIPTION

A STRIP OF LAND BEING SUPPLEMENTAL ACCESS AREA "B", A 12.00 FOOT WIDE NON-EXCLUSIVE EASEMENT LYING IN PARCEL 2, INNOVATION SUBDIVISION AS RECORDED IN PLAT BOOK 98, PAGES 50 THRU 53, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE CENTERLINE OF SAID 12 FOOT WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 2565.06 FEET TO A POINT ON THE CENTERLINE OF A PROPOSED 12.00 FOOT WIDE FORCE MAIN EASEMENT; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR COURSES SOUTH 00°20'57" EAST, A DISTANCE OF 13.70 FEET; THENCE SOUTH 45°27'30" WEST, A DISTANCE OF 49.09 FEET; THENCE NORTH 44°32'30" WEST, A DISTANCE OF 23.46 FEET TO A POINT ON A LINE THAT IS 31.11 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 121.46 FEET; THENCE SOUTH 45°15'53" EAST, A DISTANCE OF 8.47 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID STRIP OF LAND 12.00 FOOT WIDE; THENCE CONTINUE SOUTH 45°15'53" EAST, A DISTANCE OF 17.23 FEET TO THE TERMINUS OF THE CENTERLINE OF SAID STRIP OF LAND BEING 12.00 FOOT WIDE.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF PARCEL 2 OF INNOVATION PLAT AS RECORDED IN PLAT BOOK 98, PAGES 50 THRU 53, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHT-OF-WAY OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

(Signature)
 GARY P. WILLIAMS, P.S.M.
 FLORIDA CERTIFICATION No. 4817
 FOR THE FIRM

JOB NUMBER 428021A	DATE 09/10/08	DRAWN BY T.C. MULLIN	APPROVED BY G.P. WILLIAMS	BY	DATE	REVISIONS
SHEET 1 OF 2	FIELD BOOK/CRIM N/A					

**SKETCH AND LEGAL DESCRIPTION
 OF SUPPLEMENTAL ACCESS AREA
 "B" A NON-EXCLUSIVE EASEMENT FOR
 BEE LINE COMMUNITY
 DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 501 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frssurvey.com

DWP REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGAL\LAND DESKTOP 2008\PROP SK-LOL FM-LET STA.DWG

msh 1/5 - 5188B

REF: N/A

POINT OF BEGINNING

S 45°15'53" E
17.23'

S 45°15'53" E
8.47'

POINT OF TERMINUS



CENTER LINE OF PROPOSED
12' FORCE MAIN EASEMENT

31.11'

S 89°39'03" W
121.46'

12'

NORTH LINE OF PARCEL 2

INNOVATION DRIVE

N 44°32'30" W
23.46'

S 45°27'30" W
49.09'

S 00°20'57" E
13.70'

(BASIS OF BEARINGS)
S 89°39'03" W 2565.06'

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

PARCEL 2

POINT OF COMMENCEMENT
NORTHEAST CORNER OF PARCEL 2
OF INNOVATION PLAT AS RECORDED
(PLAT BOOK 98, PAGE 50 THRU 53)

EAST LINE OF PARCEL 2

DATE	BY	REVISIONS

SKETCH AND LEGAL DESCRIPTION
OF SUPPLEMENTAL ACCESS AREA
"B" A NON-EXCLUSIVE EASEMENT FOR
BEE LINE COMMUNITY
DEVELOPMENT DISTRICT



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
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Web Site: www.frssurvey.com

LEGAL DESCRIPTION

BEING A 10.00 FOOT WIDE STRIP OF LAND LYING IN SECTION 14, TOWNSHIP 41 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 14, AS SHOWN ON THE PLAT OF INNOVATION SUBDIVISION, AS RECORDED IN PLAT BOOK 98, PAGES 50-53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THENCE NORTH 00°07'04" WEST, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 1147.38 FEET TO A POINT ON A NORTHERLY LINE OF SAID PLAT OF INNOVATION SUBDIVISION, THENCE ALONG SAID NORTHERLY PLAT LINE THROUGH THE FOLLOWING (4) COURSES, THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 1035.74 FEET, THENCE NORTH 00°16'06" WEST, A DISTANCE OF 81.26 FEET, THENCE SOUTH 89°39'03" WEST, A DISTANCE OF 250.00 FEET, THENCE SOUTH 00°16'06" EAST, A DISTANCE OF 96.39 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10.00 FOOT WIDE EASEMENT. THENCE NORTH 66°05'54" WEST, A DISTANCE OF 86.95 FEET, THENCE NORTH 44°51'35" WEST, A DISTANCE OF 589.74 FEET, THENCE NORTH 21°44'12" WEST, A DISTANCE OF 54.47 FEET, THENCE NORTH 00°44'45" EAST, A DISTANCE OF 576.30 FEET, THENCE SOUTH 89°35'00" WEST, A DISTANCE OF 173.03 FEET, THENCE NORTH 45°25'00" WEST, A DISTANCE OF 17.69 FEET, THENCE SOUTH 89°35'00" WEST, A DISTANCE OF 66.14 FEET, THENCE SOUTH 44°35'00" WEST, A DISTANCE OF 17.69 FEET, THENCE SOUTH 89°35'00" WEST, A DISTANCE OF 1363.59 FEET, THENCE SOUTH 82°49'39" WEST, A DISTANCE OF 70.23 FEET, THENCE NORTH 83°35'20" WEST, A DISTANCE OF 69.49 FEET, THENCE SOUTH 89°35'00" WEST, A DISTANCE OF 1581.03 FEET, THENCE NORTH 45°25'00" WEST, A DISTANCE OF 25.00 FEET, TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID 10.00 FOOT WIDE STRIP OF LAND.


SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON REFER TO N 00°07'04" W ALONG THE EAST LINE OF SECTION 14, ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
4. SEC. = SECTION
5. TWP. = TOWNSHIP
6. RNG. = RANGE

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: 
 GARY P. WILLIAMS, R.L.S.
 FLORIDA CERTIFICATION NO. 4817
 FOR THE FIRM

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 3	JOB NUMBER 2K-02193	DATE 12/02	SCALE 1" = 1'	BY G.P. WILLIAMS
		FIELD BOOK NUMBER N/A		

BY	DATE	REVISIONS

SKETCH AND DESCRIPTION OF THE
 CENTERLINE OF A 10.00 FOOT EASEMENT
 FOR PRATT AND WHITNEY



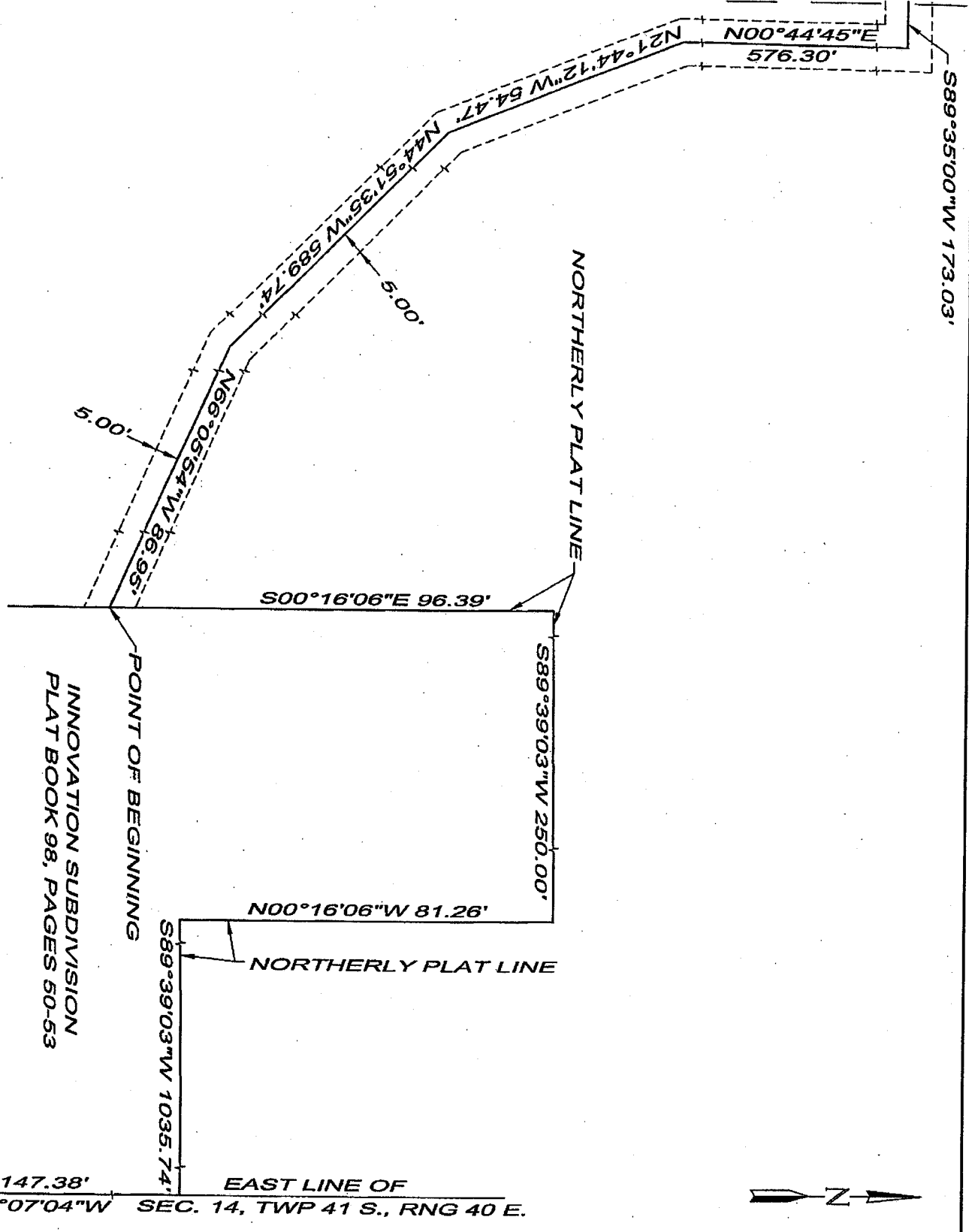
F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 901 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frssurvey.com

DWG REF: F:\DRAW\PRATT\H2O MAIN TOPO SURVEY\PRATT WM-LEGAL.DWG

Replacement cross country water main

THIS IS NOT A BOUNDARY SURVEY

MATCHLINE "A"
(SEE SHEET 3 OF 3)

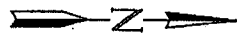


POINT OF COMMENCEMENT
SOUTHEAST CORNER
SEC. 14, TWP 41 S., RNG 40 E.

INNOVATION SUBDIVISION
PLAT BOOK 98, PAGES 50-53

POINT OF BEGINNING

EAST LINE OF
SEC. 14, TWP 41 S., RNG 40 E.



DATE: 12/17/07
DRAWN BY: G.F. WILLIAMS
CHECKED BY: N/A
JOB NUMBER: 2K-0219G
SHEETS: 2 OF 3

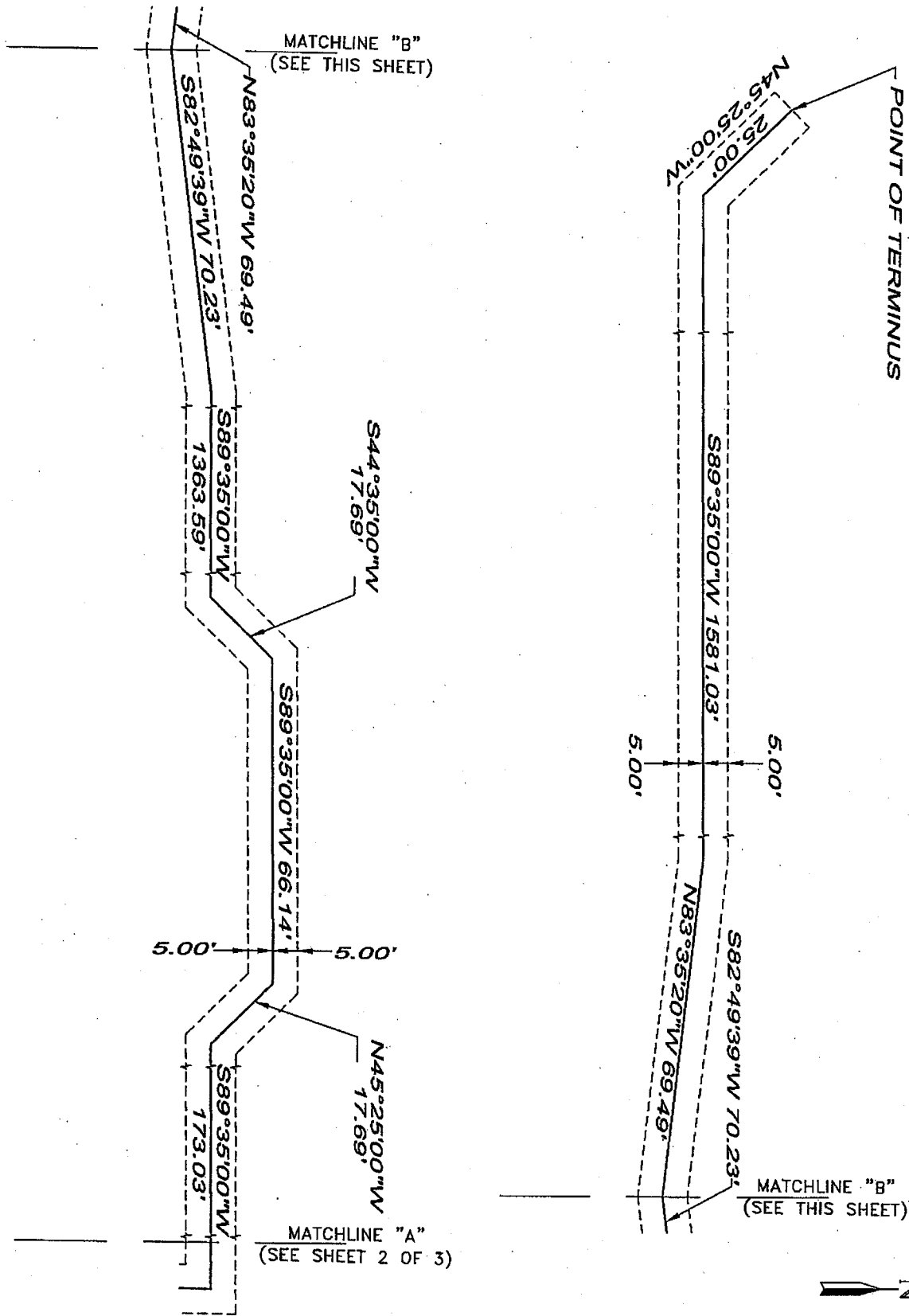
NO.	DATE	REVISIONS

SKETCH AND DESCRIPTION OF THE
CENTERLINE OF A 10.00 FOOT EASEMENT
FOR PRATT AND WHITNEY

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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 Web Site: www.frssurvey.com

DWG REF: D:\DRAW\PRATT\HZO MAIN TOPO SURVEY\PRATT 98-LEWAL.DWG

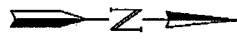
THIS IS NOT A BOUNDARY SURVEY



MATCHLINE "B"
(SEE THIS SHEET)

MATCHLINE "A"
(SEE SHEET 2 OF 3)

MATCHLINE "B"
(SEE THIS SHEET)



DRAWN BY:
JANET B. GIBBS
CHECKED BY:
G.P. WILLIAMS
SCALE:
1" = 50'
DATE:
12/21/07
FIELD NOTES:
N/A

JOB NUMBER:
2K-02166

SHEET:
3 OF 3

BY:	DATE:	REVISIONS:

SKETCH AND DESCRIPTION OF THE
CENTERLINE OF A 10.00 FOOT EASEMENT
FOR PRATT AND WHITNEY

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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 Web Site: www.frssurvey.com

DWG REF: T:\DRAW\PRATT\120 MAIN TOPO SURVEY\PRATT WH-LEGAL.DWG

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF THE 20 FOOT FORCE MAIN AND LIFT STATION EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 19799, PAGES 1156 THRU 1165 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING IN PARCEL 2, INNOVATION SUBDIVISION AS RECORDED PLAT BOOK 98, PAGES 50 THRU 53 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 3093.80 FEET TO THE POINT OF BEGINNING OF CENTERLINE OF SAID 20 FOOT FORCE MAIN AND LIFT STATION EASEMENT TO BE ABANDONED; THENCE SOUTH 00°19'18" EAST, A DISTANCE OF 149.18 FEET; THENCE NORTH 89°40'42" WEST, A DISTANCE OF 19.49 FEET TO THE POINT OF TERMINUS OF THE CENTERLINE OF SAID 20 FOOT FORCE MAIN AND LIFT STATION EASEMENT TO BE ABANDONED.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO S 89°39'03" W ALONG THE NORTH LINE OF PARCEL 2 OF INNOVATION PLAT AS RECORDED IN PLAT BOOK 98, PAGES 50-53, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 20 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

JOB NUMBER 1012	DATE	04/30/08
	APPROVED BY G.P. WILLIAMS	
SCALE	N/A	
FIELD BOOK/TRACES	N/A	

DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF 20' FORCE MAIN
AND LIFT STATION EASEMENT
FOR BEE LINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
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901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frsurvey.com

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG

REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF A UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 19799, PAGE 1156, WHICH IS ALSO A PORTION OF PARCEL 2, INNOVATION SUBDIVISION AS RECORDED IN PLAT BOOK 98, PAGES 50-53, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 2568.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 223.58 FEET; THENCE SOUTH 00°20'57" EAST, A DISTANCE OF 118.12 FEET; THENCE NORTH 89°39'03" EAST, A DISTANCE OF 55.00 FEET; THENCE NORTH 00°20'57" WEST, A DISTANCE OF 61.89 FEET; THENCE NORTH 89°39'03" EAST, A DISTANCE OF 168.58 FEET; THENCE NORTH 00°20'57" WEST, A DISTANCE OF 56.23 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO S 89°39'03" W ALONG THE NORTH LINE OF PARCEL 2 OF INNOVATION PLAT AS RECORDED IN PLAT BOOK 98, PAGES 50-53. ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

SHEET 1 OF 2	JOB NUMBER A 2K-027-LAN	DATE	BY	DATE	REVISIONS
		04/29/08	N/A		
DRAWN BY T. CHAMBLIN					
CHECKED BY G.P. WILLIAMS					
SCALE					
JOB					
THEO. BROWN					
N/A					

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF A
UTILITY EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1853
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

DWG REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LIFT STATION EASEMENT ABANDONMENTS.DWG

REF: T:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

012 10/24/08 1/5

INNOVATION DRIVE

POINT OF COMMENCEMENT
NORTHEAST CORNER OF PARCEL 2
OF INNOVATION PLAT AS RECORDED
(PLAT BOOK 98, PAGE 50 THRU 53)

POINT OF BEGINNING

NORTH LINE OF PARCEL 2

S 89°39'03" W 223.58'

S 89°39'03" W 2568.91'
(BASIS OF BEARINGS)

N 00°20'57" W
56.23'

S 00°20'57" E 118.12'

N 89°39'03" E 168.58'

COVERED
TANK

N 00°20'57" W
61.89'

1 STORY BLOCK
BUILDING AT WATER
TREATMENT PLANT

N 89°39'03" E
55.00'

ALUMINUM
STORAGE
SHED

1 STORY
BLOCK
BUILDING

EAST LINE OF INNOVATION PLAT PARCEL 2

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

PARCEL 2

1 STORY STEEL FRAME
STORAGE BUILDING WITH
ALUMINUM SIDING



DATE	04/20/08
DRAWN BY	MAJLAP-REV V
CHECKED BY	WABBININ BOY
SCALE	1" = 50'
TITLE	SKETCH AND DESCRIPTION OF ABANDONMENT OF A UTILITY EASEMENT FOR BEE LINE COMMUNITY DEVELOPMENT DISTRICT
PROJECT	BEELINE COMMUNITY DEVELOPMENT DISTRICT
CLIENT	BEELINE COMMUNITY DEVELOPMENT DISTRICT
DATE	04/20/08
DRAWN BY	MAJLAP-REV V
CHECKED BY	WABBININ BOY
SCALE	1" = 50'
TITLE	SKETCH AND DESCRIPTION OF ABANDONMENT OF A UTILITY EASEMENT FOR BEE LINE COMMUNITY DEVELOPMENT DISTRICT
PROJECT	BEELINE COMMUNITY DEVELOPMENT DISTRICT
CLIENT	BEELINE COMMUNITY DEVELOPMENT DISTRICT

NO.	DATE	REVISIONS

SKETCH AND DESCRIPTION OF ABANDONMENT OF A UTILITY EASEMENT FOR BEE LINE COMMUNITY DEVELOPMENT DISTRICT

F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 501 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1953
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frsurvey.com

DWG REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LOT STATION EASEMENT ABANDONMENTS.DWG

XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAJ.DWG

LEGAL DESCRIPTION

BEING THE ABANDONMENT OF THE 20.00 FOOT WATER MAIN EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 19799, PAGES 1156 THRU 1165 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING IN PARCEL 2, INNOVATION SUBDIVISION AS RECORDED PLAT BOOK 98, PAGES 50 THRU 53 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°39'03" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 2454.95 FEET TO THE POINT OF BEGINNING OF CENTERLINE OF SAID 20.00 FOOT WATER MAIN EASEMENT TO BE ABANDONED; THENCE SOUTH 00°17'25" EAST, A DISTANCE OF 303.77 FEET; THENCE SOUTH 44°35'41" WEST, A DISTANCE OF 157.74 FEET; THENCE SOUTH 71°13'52" WEST, A DISTANCE OF 39.52 FEET; THENCE SOUTH 43°45'48" WEST, A DISTANCE OF 288.46 FEET; THENCE SOUTH 88°57'20" WEST, A DISTANCE OF 302.92 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT "A"; THENCE NORTH 87°36'02" WEST, A DISTANCE OF 475.51 FEET; THENCE SOUTH 87°37'07" WEST, A DISTANCE OF 672.98 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT ALSO BEING THE TERMINUS OF SAID CENTERLINE TO BE ABANDONED.

THENCE CONTINUING WITH THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 03°00'48" WEST, A DISTANCE OF 467.42 FEET; THENCE NORTH 86°59'12" EAST, A DISTANCE OF 20.00 FEET TO THE TERMINUS OF SAID CENTERLINE TO BE ABANDONED.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON REFER TO S 89°39'03" W ALONG THE NORTH LINE OF PARCEL 2 OF INNOVATION PLAT AS RECORDED IN PLAT BOOK 98, PAGES 50-53, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 20 FOOT IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, F.A.C., BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION NO. 4817
FOR THE FIRM

2-10-08	1 OF 2
DATE	SHEETS
04/23/08	1
DATE	SHEETS
04/23/08	1
DATE	SHEETS
04/23/08	1
DATE	SHEETS
04/23/08	1
DATE	SHEETS
04/23/08	1

DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
20' WATER MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**


F.R.S. & ASSOCIATES, INC.
 LAND SURVEYORS AND LAND PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. LB 4241
 301 NORTHPOINT PARKWAY, SUITE 301
 WEST PALM BEACH, FLORIDA 33407-1553
 PHONE (561) 478-7178 FAX (561) 478-7922
 Web Site: www.frssurvey.com

DWG REF: Y:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\LEFT STATION EASEMENT ABANDONMENTS.DWG

XREF: Y:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

WEST LINE OF PARCEL 2

POINT OF TERMINUS

S 87°37'07" W 672.98'

INNOVATION SUBDIVISION
(PLAT BOOK 98, PAGE 50)

PARCEL 2



20'

N 87°36'02" W 475.51'

N 86°59'12" E 20.00'

20'

N 03°00'48" W 467.42'

POINT "A"

POINT OF TERMINUS

S 88°57'20" W 302.92'

INNOVATION DRIVE

NORTH LINE OF PARCEL 2

S 43°45'48" W 288.46'

S 71°13'52" W 39.52'

S 44°35'41" W 157.74'

POINT OF BEGINNING

S 00°17'25" E 303.77'

POINT OF COMMENCEMENT
NORTHEAST CORNER OF PARCEL 2
OF INNOVATION PLAT AS RECORDED
(PLAT BOOK 98, PAGE 50 THRU 53)

S 89°39'03" W 2454.95'
(BASIS OF BEARINGS)

EAST LINE OF PARCEL 2

JOB NUMBER A 28-021-AN	DATE	REVISIONS

BY	DATE	REVISIONS

**SKETCH AND DESCRIPTION OF
ABANDONMENT OF
20' WATER MAIN EASEMENT
FOR BEELINE COMMUNITY
DEVELOPMENT DISTRICT**



F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
901 NORTHPOINT PARKWAY, SUITE 301
WEST PALM BEACH, FLORIDA 33407-1953
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

DWG REF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\WATER MAIN EASEMENT ABANDONMENTS.DWG

XREF: F:\DRAW\PRATT\TITLE REPORT_SKETCH_LEGALS\PRATT-TITLE-REPORT-MAP.DWG

Schedule B
COUNTY BILL OF SALE

THIS BILL OF SALE evidencing the sale and conveyance of certain personal property, as required by that certain Potable Water and Wastewater Utility Acquisition, Service and Service Area Agreement by and between Beeline Community Development District and Palm Beach County, is made and executed this _____ day of _____, 2008, by PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter called the seller, to BEELINE COMMUNITY DEVELOPMENT DISTRICT, hereinafter called the buyer.

WITNESSETH: That the seller, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the buyer:

All potable water and wastewater facilities, including utility mains, pipes, conduits, lift stations, valves, meters, meter boxes, control panels, water storage tanks, equipment, and pump stations and related appurtenances of every kind and nature lying above, under, or within the boundaries of the easement areas that are released and terminated pursuant to that certain Partial Release of Utility Easement from Palm Beach County to Beeline Community Development District dated _____, 2008 and to be recorded in the Palm Beach County Clerk's Office (hereinafter referred to as the "Facilities.") The buyer and seller acknowledge that ownership of the Facilities has never been transferred to seller, but, in order to avoid confusion as to the owner of the Facilities, the seller agrees to provide this Bill of Sale to buyer. To the extent that the seller has any ownership rights in the Facilities, the seller relinquishes those rights as of the date of this Bill of Sale.

TO HAVE AND TO HOLD, the same forever.

IN WITNESS WHEREOF the seller has caused these presents to be executed in the name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

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

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Addie L. Greene, Chairperson

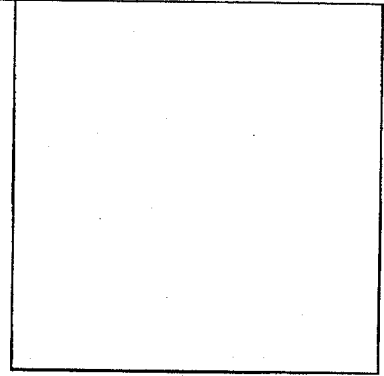
Date: _____

Schedule C

Current Draft of ELUR

Schedule C

United Technologies Corporation/Pratt & Whitney
(Insert full mailing address)
Jupiter, Florida



DRAFT DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 2008, by United Technologies Corporation, acting through its Pratt & Whitney Division, a Delaware corporation authorized to conduct business in the State of Florida, (hereinafter "GRANTOR"), and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Palm Beach, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part thereof (hereinafter the "Property");
- B. The FDEP Facility Identification Number for the Property is FLD 001 447 952. The facility name at the time of this Declaration is United Technologies Corporation/Pratt & Whitney/Rocketdyne ("UTC/P&WR")
- C. The discharge of hazardous substances including priority pollutant metals, volatile and semi-volatile organic compounds, petroleum compounds, 1, 4, dioxane, and polychlorinated biphenyls on the Property is documented in the [Final Corrective Measures Implementation Plan, dated ____ 2008].
- D. The report noted in Recital C set forth the nature and extent of the contamination on the Property, and the soil, sediment and groundwater remediation that has been completed to date. The report confirms that contaminated soils, sediment and groundwater, as defined by Chapters 62-730 and 777, Florida Administrative Code, exist in the areas of the Property designated as "Area 1" and "Area 2." Area 1 and Area 2 are described in Exhibit B-1 attached hereto and made a part thereof.
- E. It is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the property and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a No Further Action Order with conditions (hereinafter "Order") for contaminated soils and sediment in Area 1 and Area 2 upon recordation of this Declaration. Groundwater in Area 1 and Area 2 is undergoing corrective action, and the No Further Action Order referenced in this Recital will not include groundwater. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, in the event concentrations of the contaminants of concern in soils or sediment increase above the levels approved in the Order, or if a subsequent discharge occurs in Area 1 or Area 2, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the appropriate FDEP rules. The Order relating to FLD 001 447 952 is on file with the FDEP Southeast District Office, located at 400 N. Congress Avenue, West Palm Beach, FL 33401.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that Area 1 and Area 2 as described in Exhibit B-1 be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the No Further Action Order with Conditions for Area 1 and Area 2, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on Area 1 and Area 2 of the Property the following restrictions:

a. Groundwater and Surface Water Use Restrictions:

- 1) No potable or irrigation water wells shall be constructed in Area 1 or Area 2. There shall be no drilling for water conducted in Area 1 or Area 2 nor shall any wells be installed in Area 1 or Area 2 other than monitoring wells required to complete investigations, monitoring wells required for remediation monitoring, or extraction wells required for remediation for the FDEP or their designated manager for delegated programs. There shall be no use of the subsurface groundwater in Area 1 or Area 2. Any construction and dewatering activities shall be in accordance with the requirements outlined in South Florida Water Management District Water Use Permit No. 50-06429-W during the term of such permit or subsequent renewals of said permit. Grantor will notify FDEP prior to implementing construction or dewatering activities.

- 2) Existing stormwater swales, stormwater detention or retention facilities, and ditches are depicted on Exhibit B-2. There shall be no such additional features installed or constructed within Area 1 or Area 2 without FDEP approval. Clear and legible signs prohibiting swimming and fishing and warning of contamination under the sediment caps shall be installed and maintained at accessible locations.

b. Soil/Sediment Restrictions

- 1) Contaminated areas associated with nine Solid Waste Management Units (SWMUs) within Area 1 and Area 2 are covered with engineered sediment caps over hydric sediment, or in canals or ponds. Contaminated soils associated with four SWMUs in Area 1 and Area 2 are covered with asphalt, concrete, a building or two feet of clean fill. These covered areas are delineated and described in detail on Exhibit B-2, with appropriate coordinates for field identification. These existing engineering controls shall be permanently maintained to prevent human exposure. Clear and legible signs warning of contamination and prohibiting disturbance of any clean fill cover shall be installed and maintained at accessible locations.
- 2) The current use of the property within Area 1 and Area 2 is industrial or commercial. Generally, there shall be no agricultural use of the land including forestry, fishing and mining; no hotels or lodging; no recreational uses including amusement parks, parks, camps, museums, zoos or gardens; no residential uses; and no educational uses such as elementary and secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2002 (NAIS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51412 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 611 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites and Similar Institutions; Subsector 713 Amusement, Gambling and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic,

Professional, and Similar Organizations; and Subsector 814 Private Households.

- 3) Excavation and construction in Area 1 and Area 2 is not prohibited provided the FDEP is notified of such activity that will disturb more than de minimus quantities of soil and any contaminated soils or solid wastes that are excavated are removed and managed pursuant to FDEP's Contaminated Media Policy and Best Management Practices. Prior approval from FDEP is not required. However, should this excavation or construction disturb or damage the integrity of any engineered cap, asphalt, concrete, building, or clean fill approved by FDEP as part of the remedy, prior approval from FDEP shall be obtained. FDEP shall be notified of any emergency repair work on utilities within twenty-four hours of the incident followed by a report of completion of repair work documenting restoration of any engineering controls that may have been in place prior to the emergency response incident. Nothing herein shall limit or conflict with any other legal requirements regarding construction methods and techniques that must be taken to minimize risk of exposure while conducting work in contaminated areas. Reasonable construction methods and techniques shall be employed to minimize risk of exposure and reduce the potential for exacerbating known contamination on or near the Site.
 - 4) In compliance with the safety regulations of the United States Occupational Health and Safety Administration (OSHA) and the State of Florida, all workers, including construction, utility, and maintenance staff, shall be provided with appropriate notice regarding known conditions and contamination. Specifically, all employees and contractors working in Area 1 or Area 2 shall be notified about any of the hazards associated with the covered areas, and the required to comply with a Site-Specific Health and Safety Plan when working with any major or minor repairs to underground utilities or other buried piping, tanks, valves, vaults, manholes, valve boxes, etc.
3. For the purpose of monitoring the restrictions contained herein, FDEP or their respective successors and assigns shall have site access to the Property and Area 1 and Area 2 at reasonable times and with reasonable notice to the GRANTOR or its successors and assigns.
 4. It is the intention of the GRANTOR that the restrictions contained in this Declaration shall touch and concern the Property, run with the land and with

the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of GRANTOR, and to FDEP, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP, its successors and assigns may enforce the terms and condition of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR, its successors and assigns to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR, its successors and assigns and the FDEP, its successors and assigns as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction.

5. In order to ensure the perpetual nature of these restrictions, the GRANTOR, its successors and assigns, shall reference these restrictions in any subsequent deed of conveyance, including the recording book and page of record of this Declaration.
6. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the county land records. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. At any time, Grantor, its successor or assigns shall have the right to sample the status of the contaminants in Area 1 and Area 2, subject to approval of FDEP as to contaminants of concern, sampling locations and procedures, and analytical method(s). Upon a complete and technically adequate demonstration by GRANTOR, its successor or assigns that cleanup target levels based on unrestricted exposure have been met to all contaminants of concern, FDEP, its successor or assigns will vacate, terminate, and remove the restrictions in the Declaration. Any subsequent amendment must be executed by both GRANTOR and the FDEP or their respective successors and assigns and be recorded by the GRANTOR or its successor or assigns as an amendment hereto.
7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.
8. Grantor covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish and impose this restrictive covenant on the use

of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that would be superior to the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument, this _____ day of _____, 2008.

Signed, sealed and delivered in the presence of:

UNITED TECHNOLOGIES CORPORATION

By:

Witness
Print Name:
Date:

Print Name: Dr. Graham Webb
Title: General Manager- Pratt & Whitney Rocketdyne Florida and Mississippi Operations
Mailing Address:
P.O. Box 109600
M.S. 717-03
West Palm Beach, FL 33410-9600

Witness
Print Name:
Date:

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

THE FOREGOING INSTRUMENT was acknowledged before me the _____ day of _____, 2008 by Graham Webb who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

Print Name
My commission expires:

Approved as to form by the Florida Department of Environmental Protection,

Office of General Counsel. _____
Print Name:

IN WITNESS WHEREOF, the Florida Department of Environmental Protection
has executed this instrument, this _____ day of _____, 2007.

Signed, sealed and delivered
in the presence of:

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Witness
Print Name:
Date:

Print Name:
Title:
Mailing Address:

Witness
Print Name:
Date:

STATE OF FLORIDA)
) SS:
COUNTY OF LEON)

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day
of _____, 2008, by *Mary Jean Yon, Director of Waste
Management*, as representative for the Florida Department of Environmental Protection.

My Commission Expires:

Notary Public

Schedule D
Preliminary Specifications for New Line Facilities

The New Line Facilities shall consist of the 8-Inch Main and the Re-chlorination System.

8-Inch Main:

The 8-Inch Main shall be constructed from the end of the new 6" water main east of the Sikorsky meters to the Test Cell meter, which is a distance of approximately 12,000 feet. The 8-Inch Main shall be ductile iron pipe and run approximately parallel with the existing 6" water main. The 8-Inch Main shall include transitions to the 6" piping at either end of the main, and have connections for the various water services that are now in use along that portion of piping. No hydrants are necessary along this portion of the 8-Inch Main. Tie-ins to the existing 6" piping and the active customer connections shall be coordinated with UTC, to the extent practical. The old 6" water main to be replaced by the 8-Inch Main shall be abandoned in place with caps in accordance with Health Dept. regulations.

Re-chlorination System:

The Re-chlorination System shall be located on Innovation Drive near the western end of the PBCWUD's existing 20-inch water line near the "20/12 connection", unless a mutually agreed alternative location is established.

The Re-chlorination System shall include necessary chemical feed facilities for booster chloramination (chlorine and ammonia addition). The Re-chlorination System shall have the capacity to add chlorine at the rate of 10 parts per million (ppm) into a 350-gpm water stream, or a rate of 42 pounds per day (ppd). Using 10 to 12% sodium hypochlorite solution, which contains approximately 1.0 pound of chlorine per gallon with some margin, the chlorination feed equipment shall have a capacity of 50 gpd. The sodium hypochlorite tank shall be a double walled tank or multiple shipping containers sized for a minimum of 350 gallons storage. There shall be duplicate metering pumps

with automated adjustment of speed to provide adequate turndown ratio. Dosage shall be controlled by an automated, programmable logic control (PLC) system utilizing inputs from and one or more chlorine residual analyzers. The control loop shall be capable of maintaining the residual chlorine levels at the sampling location downstream of the Re-chlorination System at a set point within the range of 1 to 5 ppm +/- 0.5 ppm.

Feed pumps for aqueous ammonia solution shall be sized proportionally to assure the proper ratio of ammonia to chlorine of 1 part ammonia to 4.5 parts chlorine. The aqueous ammonia storage will be in an outside dual wall tank or multiple shipping containers. A remote telemetry unit shall be provided to provide alarms back to the utility.

The Re-chlorination System shall include a weatherproof housing, external chemical injection piping, chemical injection points and chemical injection vault if necessary. Access from the road shall be provided, and a fence with gate shall be provided for security. The County shall be responsible for securing electrical service for the Re-chlorination System.

REVISED EXHIBIT F

BILL OF SALE FOR DISTRICT UTILITY SYSTEM ASSETS

THIS BILL OF SALE evidencing the sale and conveyance of certain personal property, as required by that certain Potable Water and Wastewater Utility Acquisition, Service and Service Area Agreement, is made and executed this _____ day of _____, 2008, by **BEELINE COMMUNITY DEVELOPMENT DISTRICT**, herein called the seller, to **PALM BEACH COUNTY**, herein called the buyer.

WITNESSETH: That the seller, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the buyer:

All potable water and wastewater utility mains, pipes, conduits, lift stations, valves, meters, meter boxes, control panels, equipment and related appurtenances of every kind and nature lying above, under, or within (i) the boundaries of Endeavour Drive as shown on the plat of the Blackbird Subdivision as filed in Palm Beach County, Florida Plat Book 98 at Pages 54-58 and Innovation Drive as shown on the plat of the Innovation Subdivision as filed in Palm Beach County, Florida Plat Book 98 at Pages 50-54 (ii) any utility easements dedicated to the County pursuant to said plats, and (iii) the easement areas as described on Attachment "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD, the same forever.

AND the seller, for itself and its successors, hereby covenants with said buyer and the buyer's successors and assigns that it is the lawful owner of said personal property in fee simple (except such as is owned and/or has been installed by the buyer); that it has good, right and lawful authority to sell and convey said personal property; that it hereby warrants the title to said personal property and will defend the same against the lawful claims of all persons whomsoever; and that said personal property is free of all encumbrances.

IN WITNESS WHEREOF the seller has caused these presents to be executed in the name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

ATTEST:

**BEELINE COMMUNITY DEVELOPMENT
DISTRICT**

Peter L. Pimentel, Secretary

BY: _____
John K. Sillan, Chairman

DATE: _____

Attachment A

To

Bill of Sale for District Utility System Assets

(Schedules A-1 through A-4 will be the same as Schedules A-1 through A-4 attached to the Third Amendment to The Palm Beach County / Beeline Community Development District Water And Wastewater Utility Acquisition, Service And Service Area Agreement)

The easement areas referred to in the Bill of Sale to which this is attached are the easement areas described in the following documents:

- A. Subject to the exclusions indicated, the following easements that are held by the DISTRICT, having been conveyed to the DISTRICT by UTC:
1. Grant of Easements for Sewer and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 830.
 2. Grant of Easements for Water Main and Appurtenances from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 851.
 3. Grant of Reserved Water, Sewer and Wastewater and Other Utility Easements from United Technologies Corporation, Pratt & Whitney Division, to Beeline Community Development District dated June 27, 2003 and recorded in Palm Beach County ORB 15559 at Page 865.

Excluding from the foregoing, the following:

1. The easements described in Schedule A-1 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Sewer and Appurtenances recorded in

Palm Beach County ORB 15559 at Page 830.⁶

2. The easements described in Schedule A-2 attached hereto and made a part hereof, being certain portions of the Grant of Easements for Water Main and Appurtenances recorded in Palm Beach County ORB 15559 at Page 851.⁷

B. The following easement to be conveyed by the DISTRICT to the COUNTY:

Easement for lift station, sewer and appurtenances to replace the master lift station easement that is to be abandoned, said replacement easement area to be as shown on Schedule A-3 attached hereto and made a part hereof.

C. The following easement to be conveyed by UTC to the COUNTY:

Easement for water main and appurtenances in the areas as shown and described on Schedule A-4 attached hereto and made a part hereof.

⁶ Lift stations and related force main easement for lift stations 20, 49, 50, 51 and 52 and the lift station force main easement at the old fuel station location (n/side of Innovation Drive).

⁷ Old cross-country water main which has been replaced by the new cross-country water main and the boost pump, tank and appurtenances downstream of new County Test Area Meter.

Exhibit G

Depiction of location of 20/12 Connection

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET: AMENDMENT
FUND 4011: Water Utilities Department Capital Improvement Fund**

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 10/01/08	Remaining Balance
Number	Name							
<u>Revenues (BGRV 720 093008*723)</u>								
40117214211-6329	Developer Contributions	3,000,000	3,000,000	300,000	0	3,300,000		
Total receipts and revenues		<u>5,897,540</u>	<u>5,897,540</u>	<u>300,000</u>	<u>0</u>	<u>52,197,540</u>		
<u>Expenditures (BGEX 720 093008*3514)</u>								
4011721W006-6543	Water Transmission Mains	8,437,000	8,437,000	300,000	0	8,737,000	0	8,737,000
Total expenditures and reserves		<u>5,897,540</u>	<u>5,897,540</u>	<u>300,000</u>	<u>0</u>	<u>52,197,540</u>	<u>0</u>	<u>52,197,540</u>

Water Utilities Department
Initiating Department/Division
Administration/Budget Department Approval
OFMB and Budget Department - Posted

Signatures	Date
<u><i>Berna Ben</i></u>	<u>9/30/08</u>
<u><i>atwillhite</i></u>	<u>10-7-08</u>
<u><i>M/10/08</i></u>	
<u><i>[Signature]</i></u>	

By Board of County Commissioners
At Meeting of _____
Deputy Clerk to the
Board of County Commissioners