

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010 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 approve: A Utility Easement granted to the County by Emerald Dunes Golf Course, LLC.

Summary: On May 5, 2009, Emerald Dunes Golf Course, LLC., (Emerald Dunes) entered into a Reclaimed Water Service Agreement (Agreement) #01-90004-000 with the County (R2009-776). The Agreement's Special Conditions require that Emerald Dunes shall grant to the County a Utility Easement for a future reclaimed water main. Said reclaimed water main will be constructed by others and interconnect two existing piping systems. The Utility Easement includes mutual agreed provisions for construction coordination, timing and restoration of affected area, accessibility to the easement area, maintenance and rights to improve the easement area. District 2 (MJ)

Background and Justification: While the Department Director has been delegated the authority to accept the standard Utility Easement as provided in Palm Beach County Water Utilities Department's Uniform Policies and Procedures Manual, Board approval is being sought due to issues unique to the easement location and nonstandard provisions.

Attachments:

- 1. One (1) Original Utility Easement
- 2. Copy of Exhibit "B" (Special Conditions) Reclaimed Water Agreement #01-90004-000
- 3. Location Map

Recommended By: Burt Beamble 3/30/2010
Department Director Date

Approved By: Sharon R. Ly 4-6-10
Assistant County Administrator Date

Prepared by and return to:
Palm Beach County Water Utilities Department
P.O. Box 16097 Attn: Engineering Div.
West Palm Beach, Florida 33416-6097

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement") is made, granted and entered into this 4th day of February, 2010, by **Emerald Dunes Golf Course, LLC**, a Delaware limited liability company (hereinafter referred to as "**Grantor**"), whose address is 2100 Emerald Dunes Drive, West Palm Beach, FL 33411, Attn: John Haas, to **Palm Beach County** (hereinafter referred to as "**Grantee**"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a non-exclusive perpetual utility easement which shall permit Grantee authority to construct, install, and maintain, at Grantee's sole cost and expense, a Grantee-owned reclaimed water main and appurtenant facilities (collectively, the "Facilities") and equipment in, on, over, under and across the Easement Area, as hereinafter defined. This Easement shall also permit Grantee with reasonable ingress to and egress from the Easement Area through property owned by the Grantor commonly known as Emerald Dunes Golf Course located in Palm Beach County, Florida (hereinafter referred to as the "**Property**") for such purposes as contemplated by this Easement. The Easement Area hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION ("Easement Area").

Grantee's acceptance of this easement is subject to the following conditions:

- (i) Grantee shall use its best efforts to minimize disruption to the Easement Area and the Property so as not to unreasonably interfere with the use of the Easement Area or the Property for its intended purpose as a playable golf course hole and related improvements, so as to, at all times, minimize interference with the normal operation, enjoyment and use of the Easement Area by Grantor, its successors and assigns, mortgagees, lessees, licensees, invitees, employees, agents, members and guests.
- (ii) Following completion of the installation of the Facilities, Grantee shall pay all costs and expenses associated with fully restoring the Property, the

Easement Area and any other property or improvements (including without limitation, property located outside the boundaries of the Property) disturbed by the construction, installation, or maintenance of the Facilities.

- (iii) The required repair of the Easement Area, the Property, and any surrounding property shall be made promptly and shall (a) include the replacement of all grasses, trees, sand, irrigation lines, sprinkler heads, timers or equipment and other like items with identical items (unless an item is unavailable, in which event an alternative item designated by Grantor, in its reasonable discretion, shall be used; (b) include the replacement of mature trees that are damaged with fully mature trees; and (c) shall otherwise cause the Easement Area, the Property and the surrounding property to be (at a minimum) in the same condition as was existing prior to the installation, construction or maintenance of the Facilities.
- (iv) Prior to commencement of any work, Grantee shall coordinate the timing, of the installation and maintenance of the Facilities with Grantor, who shall have ultimate authority in determining the timing, which installation shall, absent the written consent of Grantor, commence after June 1st and be completed prior to August 31st of the year in which the installation is to take place.
- (v) Grantee will (a) install the Facilities by underground directional drilling, unless field conditions prohibit said method of installation and (b) otherwise use its best efforts to minimize the size and number of above-ground facilities required and, where above-ground facilities are required, such facilities shall be flush mounted with the ground level.
- (vi) Grantee will require any contractor used by Grantee for the construction or installation of the Facilities to be licensed and adequately insured and to indemnify and hold harmless Grantor against any and all losses, claims, damages or other like items (including attorneys' fees) that may be incurred by Grantor as a result of the construction or installation of the Facilities.
- (vii) Grantee will, at its sole cost and expense, maintain and repair any and all equipment, works and improvements installed by Grantee on the Easement Area in good condition and repair in compliance with applicable permits, including, but not limited to: (a) the installation of such temporary bridging devices or works as will allow for the reasonable ingress and egress of Grantor, golf course personnel, golfers, members, invitees, golf carts and maintenance equipment over any excavated area(s), (b) the provision of warning signage, fencing or similar protective measures that will clearly identify any trenches, excavated or similar potentially hazardous areas, and (c) the provisions of reasonable dust, drainage and

sludge control. Grantee shall further exercise its best efforts to avoid damaging any golf course improvements (including, without limitation, irrigation, landscaping, grass area or golf cart paths) during maintenance of the Facilities. However, if any such damage should occur as a direct proximate result of Grantee's activities, Grantee, at its sole cost and expense, and within a reasonable period of time following notice of said damage, shall repair and restore the damaged golf course improvements to the same or better condition than existed immediately prior to such Grantee activity. If Grantee is responsible for any such damage and Grantee refuses or fails to make the required repairs within a reasonable period of time following notice of said damage, the Grantor may make such repairs and assess the Grantee for same, which shall be paid by Grantee within thirty (30) days of Grantee's receipt of an invoice therefor.

- (viii) The Easement granted herein is not an exclusive easement. Grantor reserves the right to full use and enjoyment of the Easement Area, including, but not limited to the right to maintain, upgrade and/or improve the Easement Area, for all purposes not, in its reasonable discretion, inconsistent with the easement herein granted. After the initial construction/installation of the Facilities, Grantee shall not construct any additional improvements or facilities on the Easement Area, except that Grantee may replace all or a portion of the Facilities if required due to damage or condition. The parties acknowledge that the replacement of all or a portion of the Facilities may include the abandonment of the existing Facilities in place, and the installation of a replacement reclaimed water main and appurtenant facilities within the Easement Area, however, such replacement of all or a portion of the Facilities shall be installed in the same manner as described in this Easement.
- (ix) This Easement may not be assigned by Grantee, except that this easement may be assigned by Grantee to any successor-in-interest in the ownership of the Facilities, and the easement may also be assigned by Grantee to any contractor constructing, installing, or maintaining the Facilities, for the duration of the time of construction, installation, or maintenance.
- (x) Grantor and Grantee shall coordinate the location of the replanting of any trees damaged during the construction, installation, and maintenance of the Facilities, and Grantor shall coordinate with Grantee on the location of any new trees planted within the Easement Area at any time. The intent of this paragraph is to avoid the replanting or planting of any trees within such proximity to the Facilities that will be detrimental to the structural integrity of the Facilities.

- (xi) Grantee shall coordinate with the existing easement beneficiaries in the Easement Area and shall use its best efforts to not cause any interruption of utility services to the Property.
- (xii) This Easement shall be interpreted and enforced in accordance with the laws of the State of Florida. All notices, requests, consents and other communications required or permitted under this Easement shall be in writing (including facsimile communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to the Grantor and Grantee at the respective addresses shown on page one hereof, or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered: (i) on the date delivered if by personal delivery, (ii) on the date of transmission via a telecopier machine with the capability to show the transmission was received by the receiving telecopier machine along with a printout from the sending telecopier machine indicating receipt of the transmission by the receiving telecopier machine, and (iii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

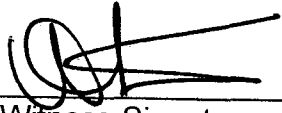
Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the Easement Area and the Property herein described and that it has good and lawful right to grant this Easement free and clear of mortgages and other encumbrances except: (i) for any easements previously granted to others; and (ii) that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement in favor of Lehman Brothers Holdings, Inc., a Delaware corporation, recorded in Official Record Book 20755, Page 1338, of the Public Records of Palm Beach County, Florida.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:


Signed, sealed and delivered in the presence of:



Witness Signature

Alexandra Fullerton

Print Name



Witness Signature


Jacqueline Rush

Print Name

GRANTOR:

EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company

By: Emerald Dunes Golf Club, LLC, a Delaware limited liability company, its Sole Member

By: 

John R. Fraser, Manager


(SEAL)

NOTARY CERTIFICATE

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 29th day of January, 2010, by JOHN R. FRASER, MANAGER of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company, who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:



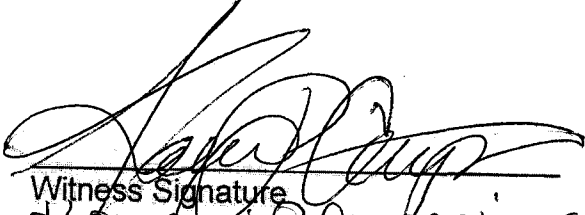
Notary Signature

ALEX HOFMANN
Notary Public, State of New York
No. 01HO6028348
Qualified in New York County
Commission Expires July 26, 2013

Typed, Printed or
Stamped Name of Notary

WITNESSES:

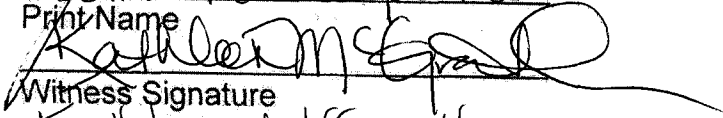
Signed, sealed and delivered
in the presence of:



Witness Signature

Katherine P. Carpentier

Print Name



Witness Signature

Kathleen McGrath

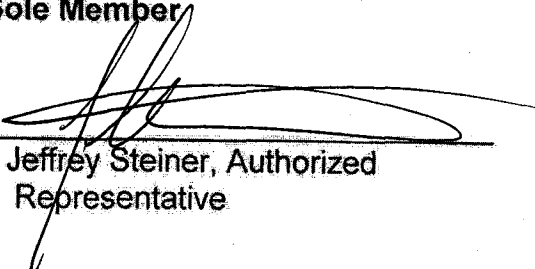
Print Name

GRANTOR:

**EMERALD DUNES GOLF COURSE,
LLC, a Delaware limited
liability company**

**By: Emerald Dunes Golf Club, LLC,
a Delaware limited liability company,
its Sole Member**

By:


Jeffrey Steiner, Authorized
Representative

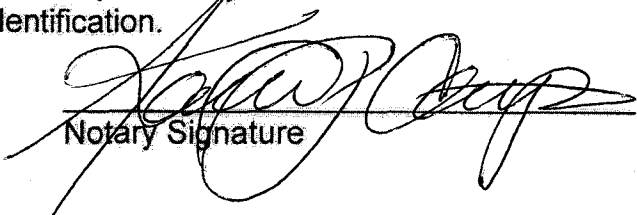
(SEAL)

NOTARY CERTIFICATE

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me th 4th day of February, 2010, by JEFFREY STEINER, AUTHORIZED REPRESENTATIVE of EMERALD DUNES GOLF CLUB, LLC, a Delaware limited liability company, SOLE MEMBER of EMERALD DUNES GOLF COURSE, LLC, a Delaware limited liability company, who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:



Notary Signature

Typed, Printed or
Stamped Name of Notary
KATHERINE P. CARPENTIER
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01CA6137915
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES DEC. 5, 2013

Accepted by Palm Beach County:

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director of Water Utilities

**CONSENT AND SUBORDINATION OF MORTGAGEE
TO UTILITY EASEMENT**

The undersigned Mortgagee does hereby consent to the granting of this Utility Easement, across the lands herein described, and agrees that its Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, which is recorded in Official Record Book 20755, Page 1338, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Utility Easement.

IN WITNESS WHEREOF, the Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Ronnie Baptiste
Witness Signature

Ronnie Baptiste
Print Name

Wanda Y. Rios
Witness Signature

Wanda I. Rios
Print Name

MORTGAGEE:

**LEHMAN BROTHERS HOLDINGS,
INC., a Delaware corporation
(individually and as lead arranger and
administrative agent for itself and
certain co-lenders) as beneficiary**

By: *[Signature]*
Signature
Philip W. Cyburt

Authorized Signatory
Print Name

Print Title

(SEAL)

[notary certificate appears on next page]

NOTARY CERTIFICATE

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 10 day of March, 2010, by Philip W. Cyburt, as AUTHORIZED SIGNATORY, of LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, who is/are both personally known to me or who have produced _____ as identification.

My Commission
Expires:

Deanna Emilio
Notary Signature

Typed, Printed or Stamped Name of Notary

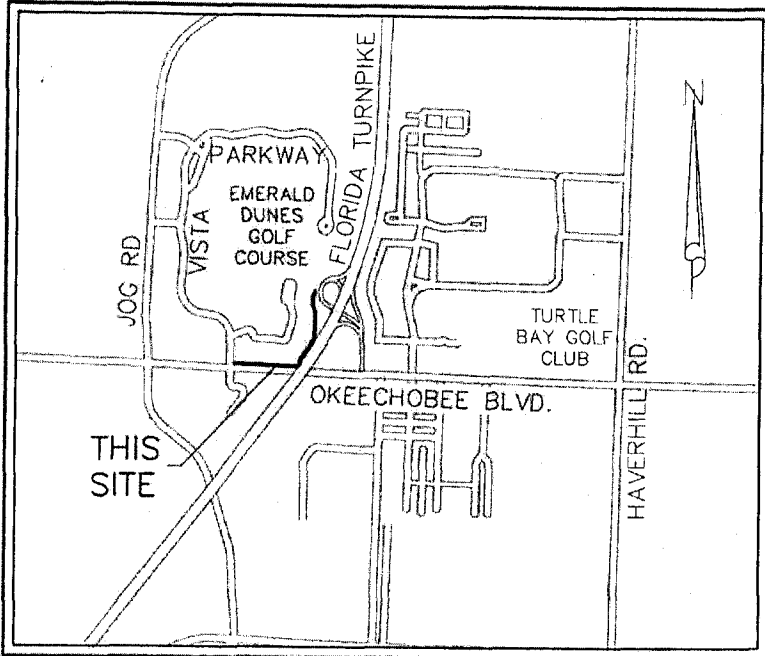
DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171082
Qualified in Richmond County
Term Expires July 23, 2011

EXHIBIT "A"

(attach legal description and sketch of Hole 1 easement area)

SKETCH & DESCRIPTION

EXHIBIT " A "



LOCATION MAP
NOT TO SCALE

Dennis J. Leavy
8/12/09

SURVEY NOTES:

1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE SOUTH LINE OF THE PLAT OF VISTA CENTER OF PALM BEACH PLAT 3 AS RECORDED IN PLAT BOOK 68, PAGES 128 THROUGH 134 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF NORTH 88°41'31" WEST, AS DEPICTED ON SAID PLAT.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: N/A	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 1 OF 13

DESCRIPTION:

A 25.00 foot wide strip of land lying within the Open Space of the Plat of Vista Center of Palm Beach Plat 3 as recorded in Plat Book 68, Pages 128 through 134 of the Public Records of Palm Beach county, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Parcel 7 of said Plat, also being a point on the arc of a circular curve to the right whose radius point bears North 71°30'55" West from said point; thence Southwesterly along the arc of said curve, having a radius of 8,354.37 feet, a central angle of 01°39'53" and an arc length of 24.73 feet to the point of compound curvature of a circular curve to the right; thence Southwesterly along the arc of said curve, having a radius of 416.54 feet, a central angle of 60°20'03" and an arc length of 438.63 feet; thence South 80°29'01" West, a distance of 131.78 feet to the point of curvature of a circular curve to the left; thence Southwesterly along the arc of said curve having a radius of 461.00 feet, a central angle of 01°49'13" and an arc length of 441.08 feet to the POINT OF BEGINNING, the preceding four courses and distances being coincident with the Plat limits of said Plat; thence Southerly along the arc of said curve through a central angle of 57°06'55" and an arc length of 459.55 feet; thence South 01°27'12" West, a distance of 577.96 feet to a point being on the arc of a circular curve to the right whose radius point bears North 57°04" West from said point; thence Southwesterly along the arc of said curve having a radius of 8,339.37 feet, a central angle of 03°42'08" and an arc length of 538.86 feet; thence South 01°27'12" West, a distance of 96.64 feet to a point being on the arc of a circular curve to the right whose radius point bears North 53°35'07" West from said point; thence Southwesterly along the arc of said curve having a radius of 8,394.37 feet, a central angle of 00°39'14" and an arc length of 95.81 feet; thence North 88°41'31" West (Bearing true), a distance of 769.65 feet; thence North 88°45'24" West, a distance of 596.4 feet; thence North 43°45'24" West, a distance of 28.28 feet the preceding eight courses and distances being coincident with the Plat limits of said Plat; thence South 88°45'24" East, a distance of 616.46 feet; thence South 88°41'31" East, a distance of 759.41 feet to a point being on the arc of a circular curve to the left whose radius point bears North 53°00'05" West from said point; thence Northeasterly along the arc of said curve having a radius of 8,374.37 feet, a central angle of 00°32'27" and an arc length of 79.05 feet; thence North 01°27'12" East, a distance of 96.54 feet to a point being on the arc of a circular curve to the left whose radius point bears North 54°05'13" West from said point; thence Northeasterly along the arc of said curve having a radius of 8,319.37 feet, a central angle of 03°42'25" and an arc length of 538.27 feet; thence North 01°27'12" East, a distance of 566.63 feet to a point being on the arc of a circular curve to the right whose radius point bears North 59°15'30" East from said point; thence Northerly along the arc of said curve having a radius of 481.00 feet, a central angle of 56°24'18" and an arc length of 473.52 feet; thence South 64°20'12" East, a distance of 20.00 feet to the POINT OF BEGINNING.

continue on page 3 of 13

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION

For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: N/A	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 2 OF 13

DESCRIPTION:

Said lands situate, lying and being in Section 22, Township 43 South, Range 42 East, Palm Beach County, Florida.

Containing 62,648 square feet or 1.44 acres, more or less.

LEGEND:

- O.R.B. = OFFICIAL RECORDS BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- S.F. = SQUARE FEET
- R = RADIUS
- L = ARC LENGTH
- Δ = CENTRAL ANGLE
- (P) = VISTA CENTER OF PALM BEACH PLAT 3
(PLAT BOOK 68, PAGE 128, P.B.C.R.)
- WME = WATER MANAGEMENT EASEMENT

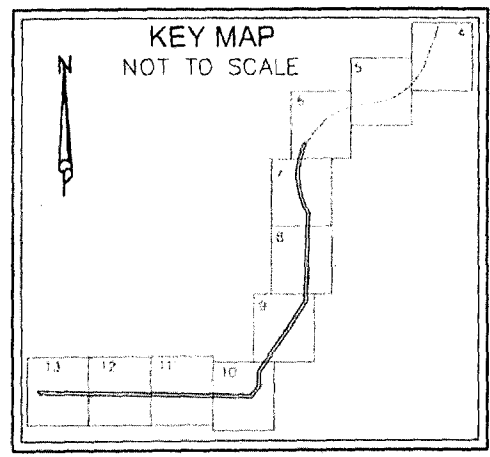
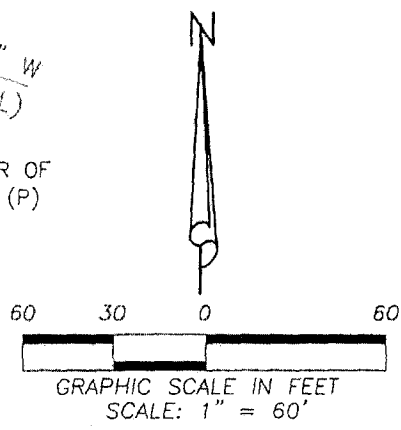
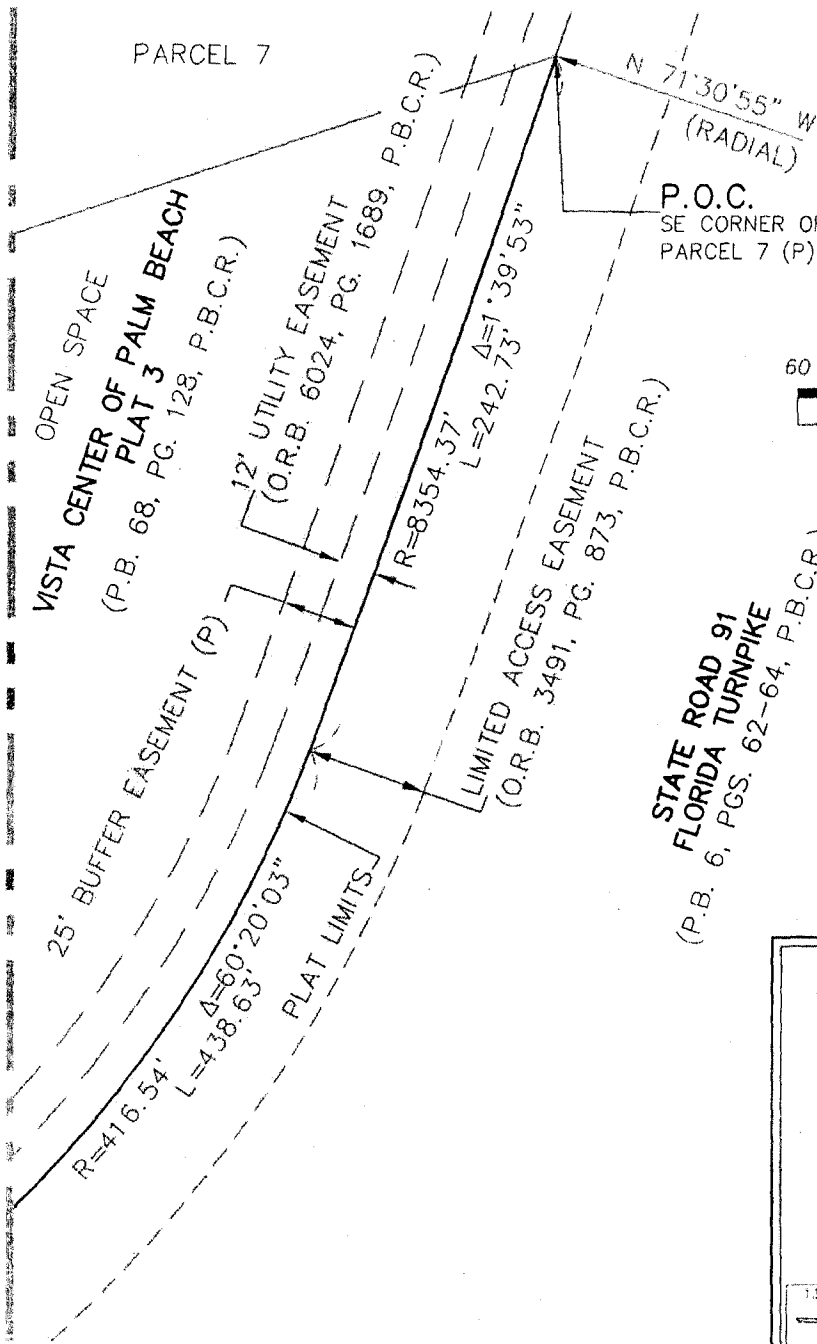
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SKETCH & DESCRIPTION

For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: N/A	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 3 OF 13

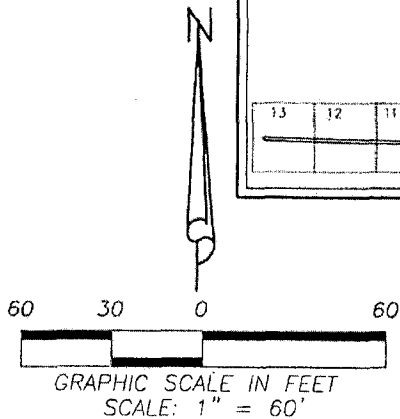
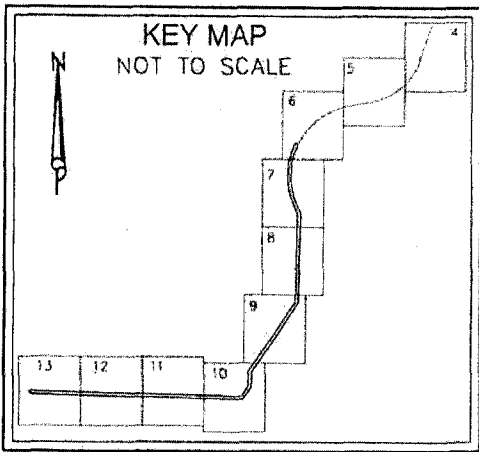
SEE SHEET 5 OF 13



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Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: Palm Beach County Water Utilities Department		
DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 4 OF 13

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VISTA CENTER OF PALM BEACH
 PLAT 3
 (P.B. 68, PG. 128, P.B.C.R.)
 OPEN SPACE

SEE SHEET 6 OF 13

SEE SHEET 4 OF 13

12' UTILITY EASEMENT
 (O.R.B. 6024, PG. 1689, P.B.C.R.)
 25' BUFFER EASEMENT (P)

580'29'01"W
 131.78'
 PLAT LIMITS
 R=461.00'
 $\Delta=54^{\circ}49'13''$
 L=441.08'

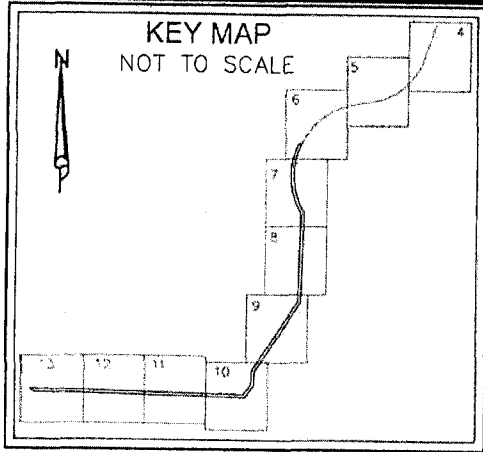
LIMITED ACCESS EASEMENT
 (O.R.B. 3491, PG. 873, P.B.C.R.)

STATE ROAD 91
 FLORIDA TURNPIKE
 (P.B. 6, PGS. 62-64, P.B.C.R.)

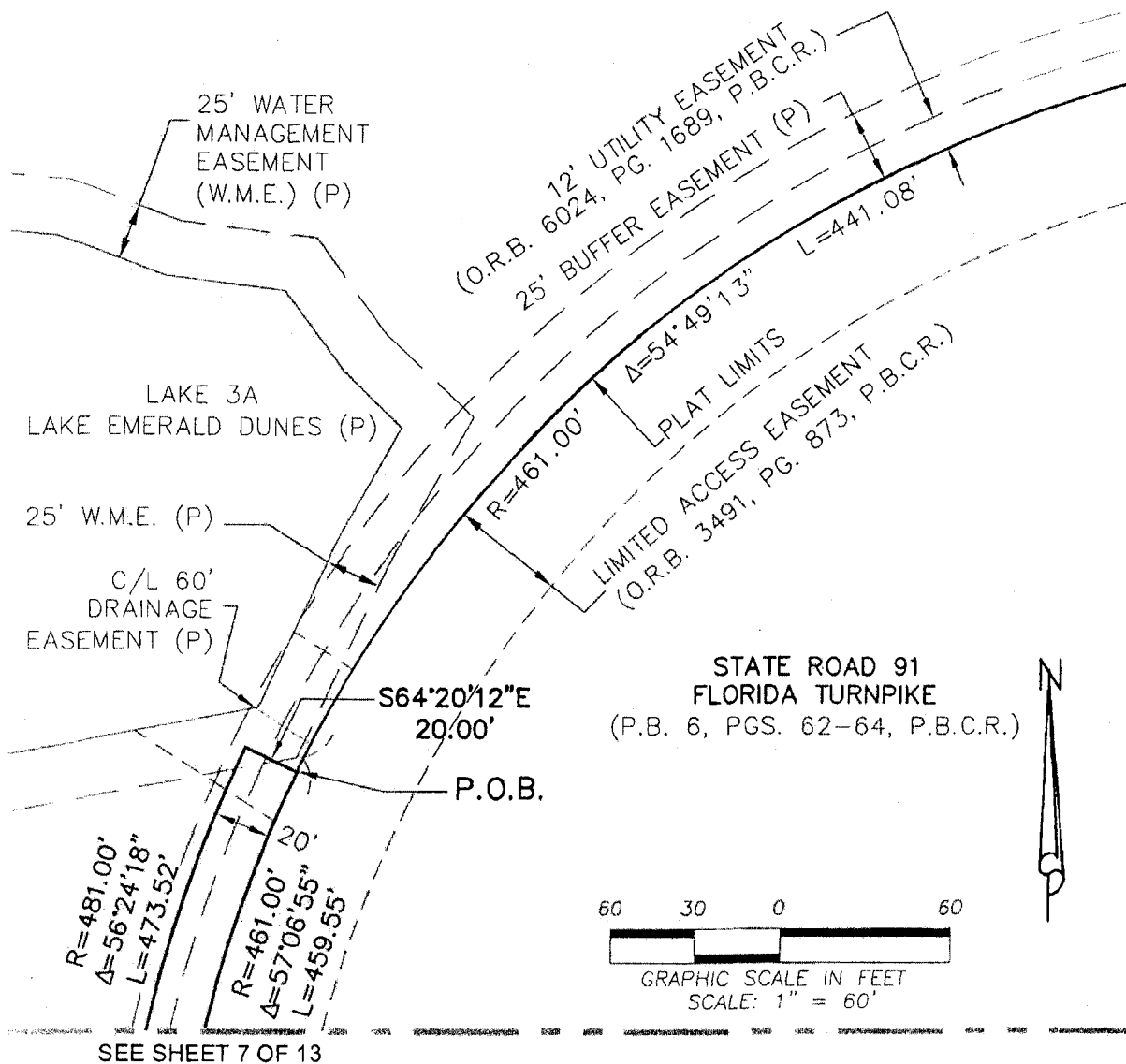
Dennis J. Leavy & Associates, Inc.
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SKETCH & DESCRIPTION
 For: Palm Beach County Water Utilities Department

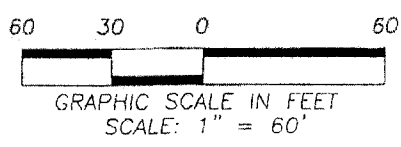
DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 5 OF 13



VISTA CENTER OF PALM BEACH
 PLAT 3
 (P.B. 68, PG. 128, P.B.C.R.)
 OPEN SPACE



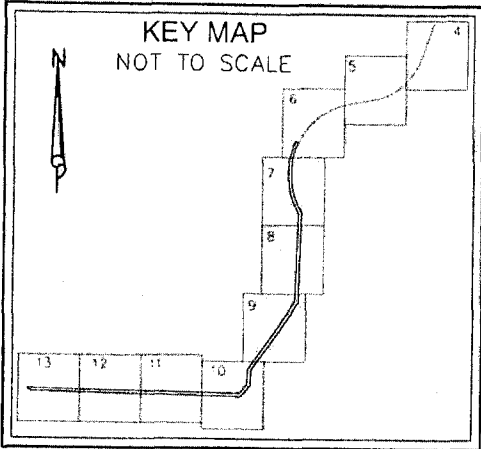
SEE SHEET 5 OF 13



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SKETCH & DESCRIPTION
 For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-S0	SHEET: 6 OF 13



SEE SHEET 6 OF 13

STATE ROAD 91
FLORIDA TURNPIKE
(P.B. 6, PGS. 62-64, P.B.C.R.)

LIMITED ACCESS EASEMENT
(O.R.B. 3491, PG. 873, P.B.C.R.)

VISTA CENTER OF PALM BEACH
PLAT 3
(P.B. 68, PG. 128, P.B.C.R.)
OPEN SPACE

DESCRIBED AREA
62,648 SQ. FT.
1.44 ACRES ±

$R=481.00'$
 $\Delta=56^{\circ}24'18''$
 $L=473.52'$

$R=461.00'$
 $\Delta=57^{\circ}06'55''$
 $L=459.55'$

PLAT LIMITS

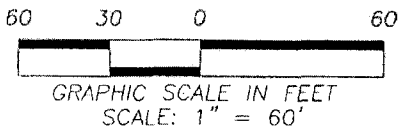
12' UTILITY EASEMENT
(O.R.B. 6024, PG. 1689, P.B.C.R.)

25' BUFFER EASEMENT (P)

$N59^{\circ}15'30''E$
(RADIAL)

$N01^{\circ}27'12''E$
566.63'

$S01^{\circ}27'12''W$
577.96'



SEE SHEET 8 OF 13

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION

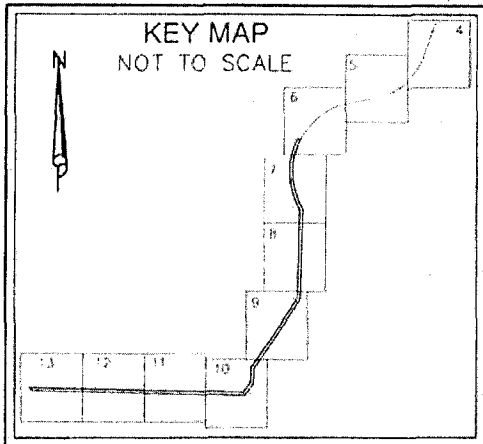
For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 7 OF 13

SEE SHEET 7 OF 13

DESCRIBED AREA
62,648 SQ. FT.
1.44 ACRES ±

VISTA CENTER OF PALM BEACH
PLAT 3
(P.B. 68, PG. 128, P.B.C.R.)
OPEN SPACE



12' UTILITY EASEMENT
(O.R.B. 6024, PG. 1689, P.B.C.R.)

25' BUFFER EASEMENT (P)

N01°27'12"E 566.63'

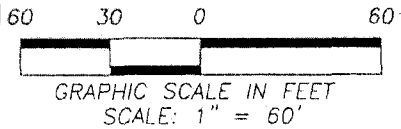
S01°27'12"W 577.96'

20'

PLAT LIMITS

LIMITED ACCESS EASEMENT
(O.R.B. 3491, PG. 873, P.B.C.R.)

STATE ROAD 91
FLORIDA TURNPIKE
(P.B. 6, PGS. 62-64, P.B.C.R.)

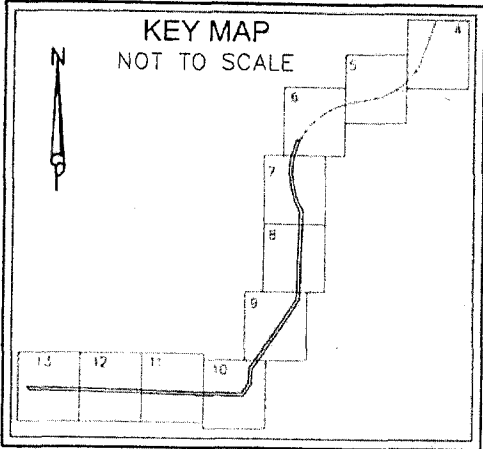


SEE SHEET 9 OF 13

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 8 OF 13



SEE SHEET 8 OF 13

N01°27'12"E
566.63'

S01°27'12"W
577.96'

DESCRIBED AREA
62,648 SQ. FT.
1.44 ACRES ±

VISTA CENTER OF PALM BEACH
PLAT 3
(P.B. 68, PG. 128, P.B.C.R.)
OPEN SPACE



12' UTILITY EASEMENT
(O.R.B. 6024, PG. 1689, P.B.C.R.)
25' BUFFER EASEMENT (P)
R=8319.37'
20'

Δ=3°42'25" L=538.27'
Δ=3°42'08" L=538.86'

LIMITED ACCESS EASEMENT
(O.R.B. 3491, PG. 873, P.B.C.R.)

STATE ROAD 91
FLORIDA TURNPIKE
(P.B. 6, PGS. 62-64, P.B.C.R.)



GRAPHIC SCALE IN FEET
SCALE: 1" = 60'

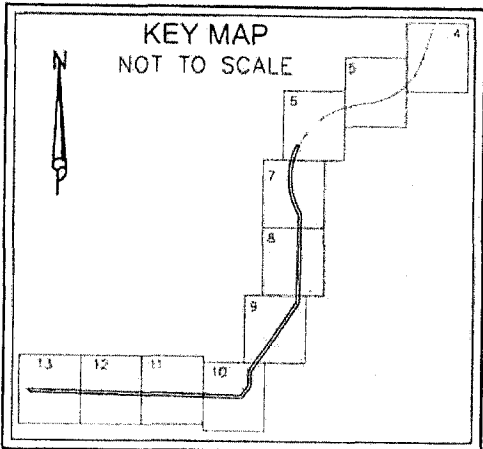
SEE SHEET 10 OF 13

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION

For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 9 OF 13



SEE SHEET 9 OF 13

$R=8319.37'$
 $\Delta=3'42'25''$
 $L=538.27'$
VISTA CENTER OF PALM BEACH PLAT 3
 (P.B. 68, PG. 128, P.B.C.R.)
 OPEN SPACE

20'X20' FPL EASEMENT
(O.R.B. 6024, PG. 1689, P.B.C.R.)

OPEN SPACE

12' UTILITY EASEMENT
(O.R.B. 6024, PG. 1689, P.B.C.R.)

25' BUFFER EASEMENT (P)

$S88'41'31''E$ 759.41'

$N88'41'31''W$ 769.65'
(BEARING BASE)

5' LIMITED ACCESS EASEMENT (P)

N. R/W LINE
OKEECHOBEE BLVD.

PLAT LIMITS

OKEECHOBEE BOULEVARD

LIMITED ACCESS EASEMENT
(O.R.B. 3491, PG. 873, P.B.C.R.)

60 30 0 60



GRAPHIC SCALE IN FEET
SCALE: 1" = 60'



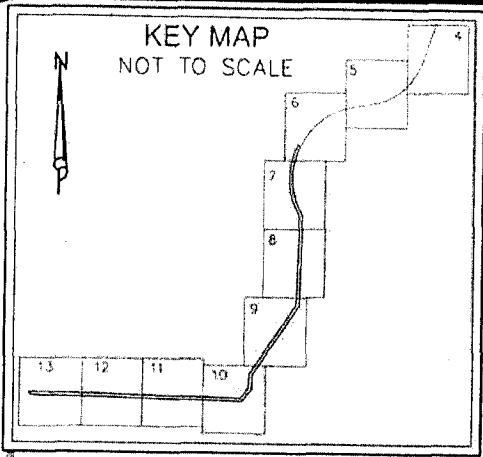
Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers

460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION

For: Palm Beach County Water Utilities Department

DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 10 OF 13



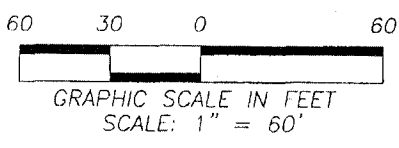
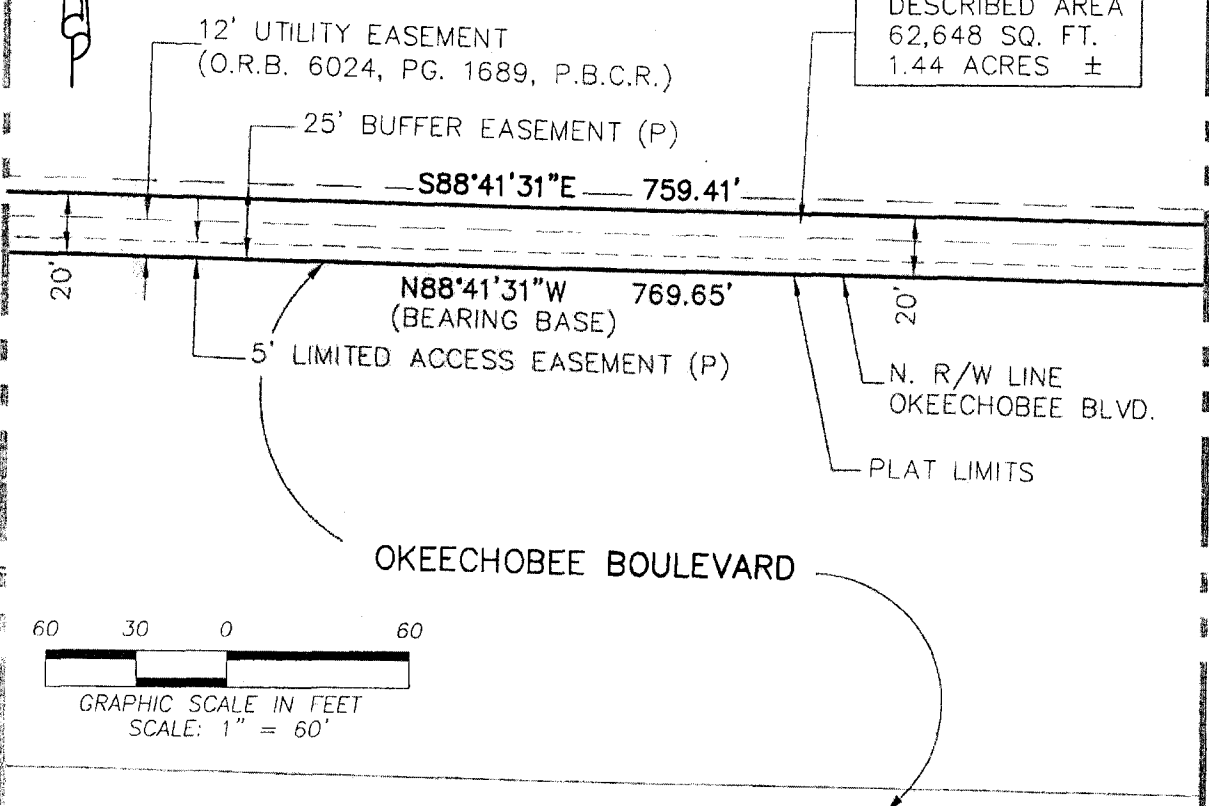
VISTA CENTER OF PALM BEACH
 PLAT 3
 (P.B. 68, PG. 128, P.B.C.R.)
 OPEN SPACE



DESCRIBED AREA
 62,648 SQ. FT.
 1.44 ACRES ±

SEE SHEET 12 OF 13

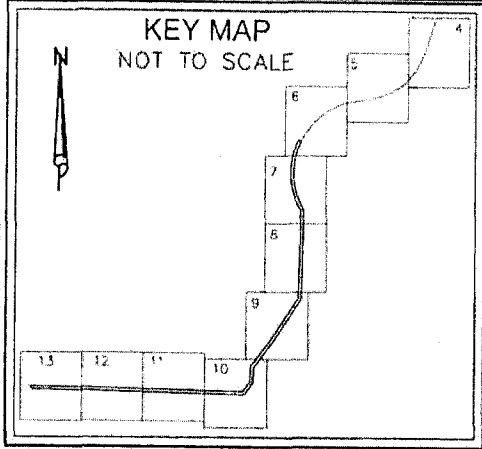
SEE SHEET 10 OF 13



Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

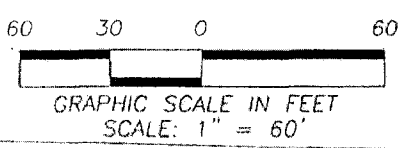
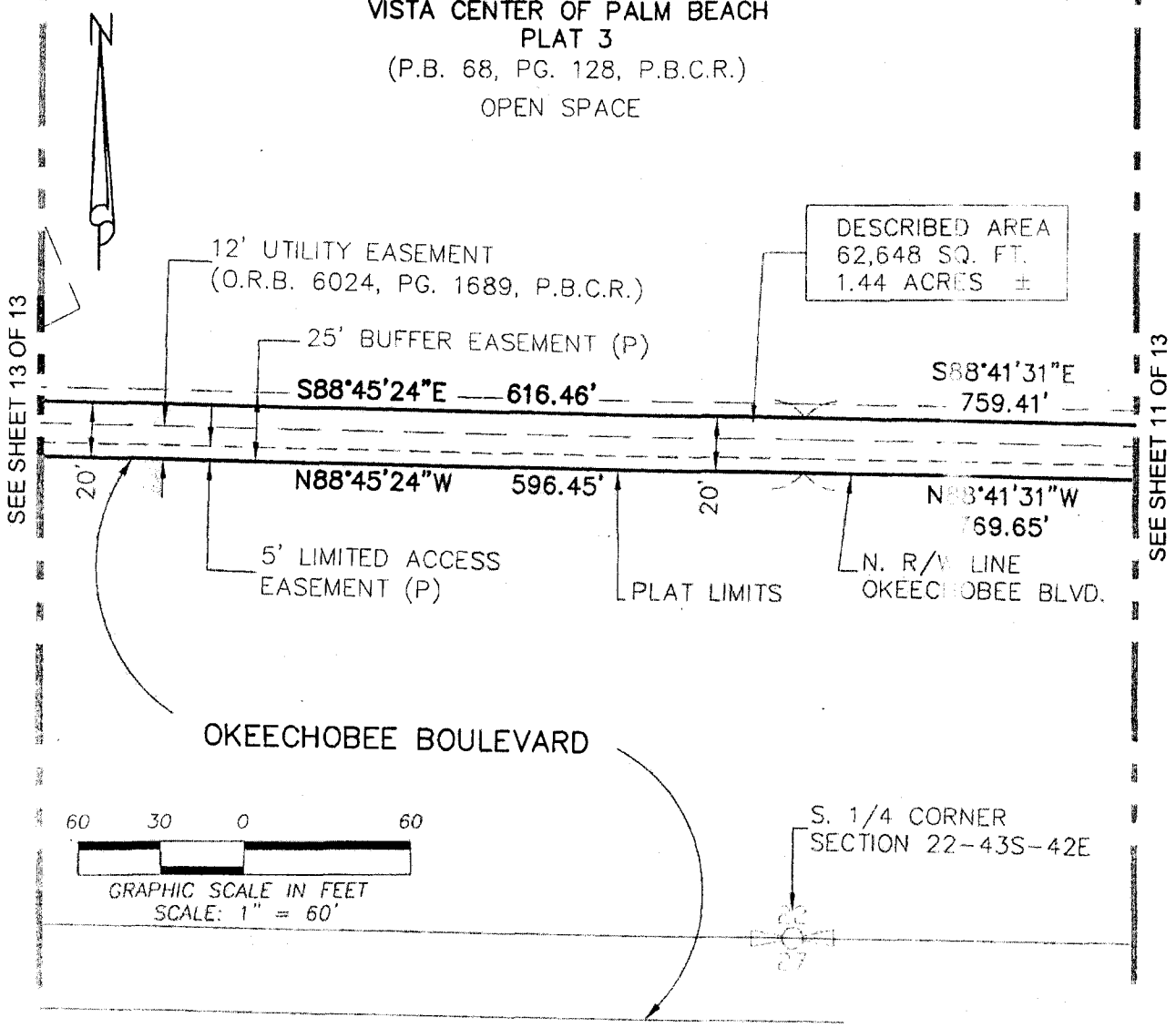
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For: Palm Beach County Water Utilities Department		
DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 11 OF 13

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VISTA CENTER OF PALM BEACH
 PLAT 3
 (P.B. 68, PG. 128, P.B.C.R.)
 OPEN SPACE

DESCRIBED AREA
 62,648 SQ. FT.
 1.44 ACRES ±



S. 1/4 CORNER
 SECTION 22-43S-42E

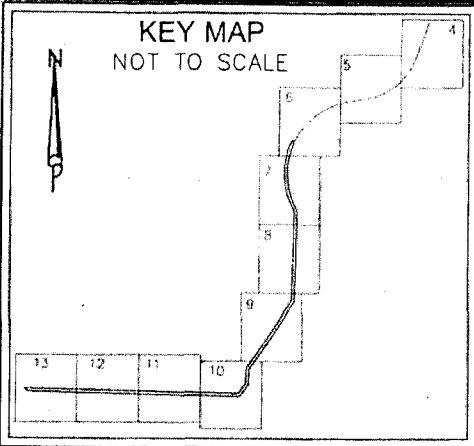
SEE SHEET 13 OF 13

SEE SHEET 11 OF 13

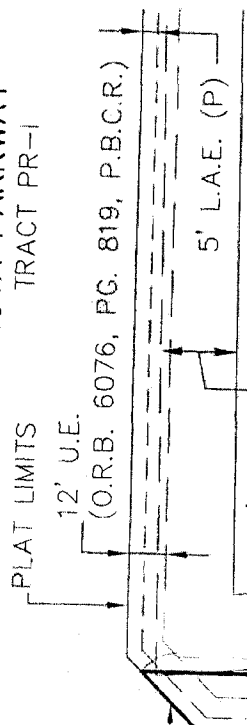
Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: Palm Beach County Water Utilities Department		
DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 12 OF 13

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VISTA PARKWAY
TRACT PR-1



VISTA CENTER OF PALM BEACH
PLAT 3
(P.B. 68, PG. 128, P.B.C.R.)
LAKE FRUTH (P)
LAKE 1 (P)

25' WATER
MANAGEMENT
EASEMENT
(W.M.E.) (P)

12' UTILITY EASEMENT
(O.R.B. 6024, PG. 1689, P.B.C.R.)
25' BUFFER EASEMENT (P)

DESCRIBED AREA
62,648 SQ. FT.
1.44 ACRES ±

N43°45'24"W
28.28'

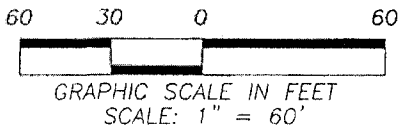
S88°45'24"E 616.46'

20' N88°45'24"W 596.45'

5' LIMITED ACCESS
EASEMENT (P)

N. R/W LINE
OKEECHOBEE
BLVD.

OKEECHOBEE BOULEVARD



SEE SHEET 12 OF 13

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: Palm Beach County Water Utilities Department		
DRAWN: EB	SCALE: 1"=60'	DATE: 08/12/09
CHK: DB	JOB# 08-82-09-SD	SHEET: 13 OF 13

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EXHIBIT "B"
SPECIAL CONDITIONS

Notwithstanding anything to the contrary in the Agreement, the following Special Conditions shall apply and shall supersede any contrary provisions in the Agreement.

- (a) It is the intent of the parties that Manager shall be permitted to modify the Irrigation System, and that Utility approval of said modifications to the Irrigation System will be required only if and to the extent that such modifications would result in Reclaimed Water being provided to areas not receiving Reclaimed Water as of the date of Service Initiation.
- (b) Manager will not be responsible for: (a) complying with permit conditions set forth in the Utility's NPDES Permit; and (b) any violations relating to float elevations under any permit if and to the extent that such "elevation violations" occur as a result of malfunctions in the automatic float-controlled shutoff valve or any other equipment owned by the Utility.
- (c) The Utility will use commercially reasonable efforts to ensure that reclaimed water flowing into the bodies of water known as the North Basin or the South Basin will only be used by persons withdrawing irrigation water from the North Basin or the South Basin, respectively; provided, however, Manager agrees to and understands that permits authorizing users to withdraw water from such bodies of water are issued by other governmental agencies not subject to the control of the Utility.
- (d) Service Initiation shall occur on or before April 1, 2010.
- (e) Utility does not guarantee any minimum water level at the On-Site Stormwater Retention Ponds.
- (f) Prior to Service Initiation, Manager, at no cost to Manager, shall grant to Utility, at no cost to Utility (except as provided herein), a non-exclusive perpetual utility easement for the construction, installation and maintenance of a Utility-owned Reclaimed Water main. The easement shall also provide Utility with reasonable ingress/egress to the easement area. The form and terms and conditions of the easement shall be in accordance with the mutual agreement of the parties. It is acknowledged that the Utility's preferred location for the easement is along the east side of hole #1, adjacent to the east property line of the Property. However, the location and width of the easement area shall be subject to the agreement of the parties, with the express understanding and objective that such location shall be designed to minimize damage to and disturbance of the Property and adjoining property or improvements located thereon (including, without limitation, trees, sand traps, greens and the irrigation system), which may result in the

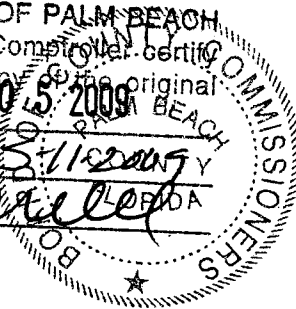
Reclaimed Water main not being in a "straight line" from the north point of termination (the point of Reclaimed Water service connection serving the Property) to the south point of termination (the Reclaimed Water main located in the Okeechobee Boulevard right-of-way). By way of example, Manager may determine that it desires that the main be located on the west side of hole #1 in order to minimize damage to the Property and Utility acknowledges and agrees that they will honor all reasonable requests from Manager regarding the location of the Reclaimed Water main. Notwithstanding anything else in this paragraph to the contrary, the easement area shall be located to the east of the ponds that line the western edge of hole #1. Utility further acknowledges and agrees that the easement shall contain the following conditions (and other conditions once the location of the main is determined):

- (i) Utility shall use its best efforts to minimize disruption to the Property so as not to unreasonably interfere with the use of the Property for its intended purpose;
- (ii) Following completion of the installation, Utility shall pay all costs and expenses associated with fully restoring the Property, the easement area and any other property or improvements (including, without limitation, property located outside the boundaries of the Property) disturbed by the construction, installation, or maintenance of the Reclaimed Water main;
- (iii) The required repair of the Property and surrounding property shall be made promptly and shall (a) include the replacement of all grasses, trees, sand, irrigation lines, sprinkler heads, timers or equipment and other like items with identical items (unless an item is unavailable, in which event an alternative item designated by Manager, in its reasonable discretion, shall be used), (b) include the replacement of mature trees that are damaged with fully mature trees, and (c) shall otherwise cause the Property and the surrounding property to be (at a minimum) in the same condition as was existing prior to the installation, construction or maintenance of the Reclaimed Water main;
- (iv) Utility shall coordinate the timing of the installation of the Reclaimed Water main with Manager who shall have ultimate authority in determining the timing, which installation shall, absent the written consent of Manager, commence after June 1st and be completed prior to August 31st;
- (v) Utility will use its best efforts to minimize the size and number of above-ground facilities required and, where above-ground facilities are required, such facilities shall be flush mounted with the ground level;
- (vi) Utility will require any contractor used by Utility for the construction or installation of the Reclaimed water main to be licensed and adequately insured and to indemnify and hold harmless Manager against any and all

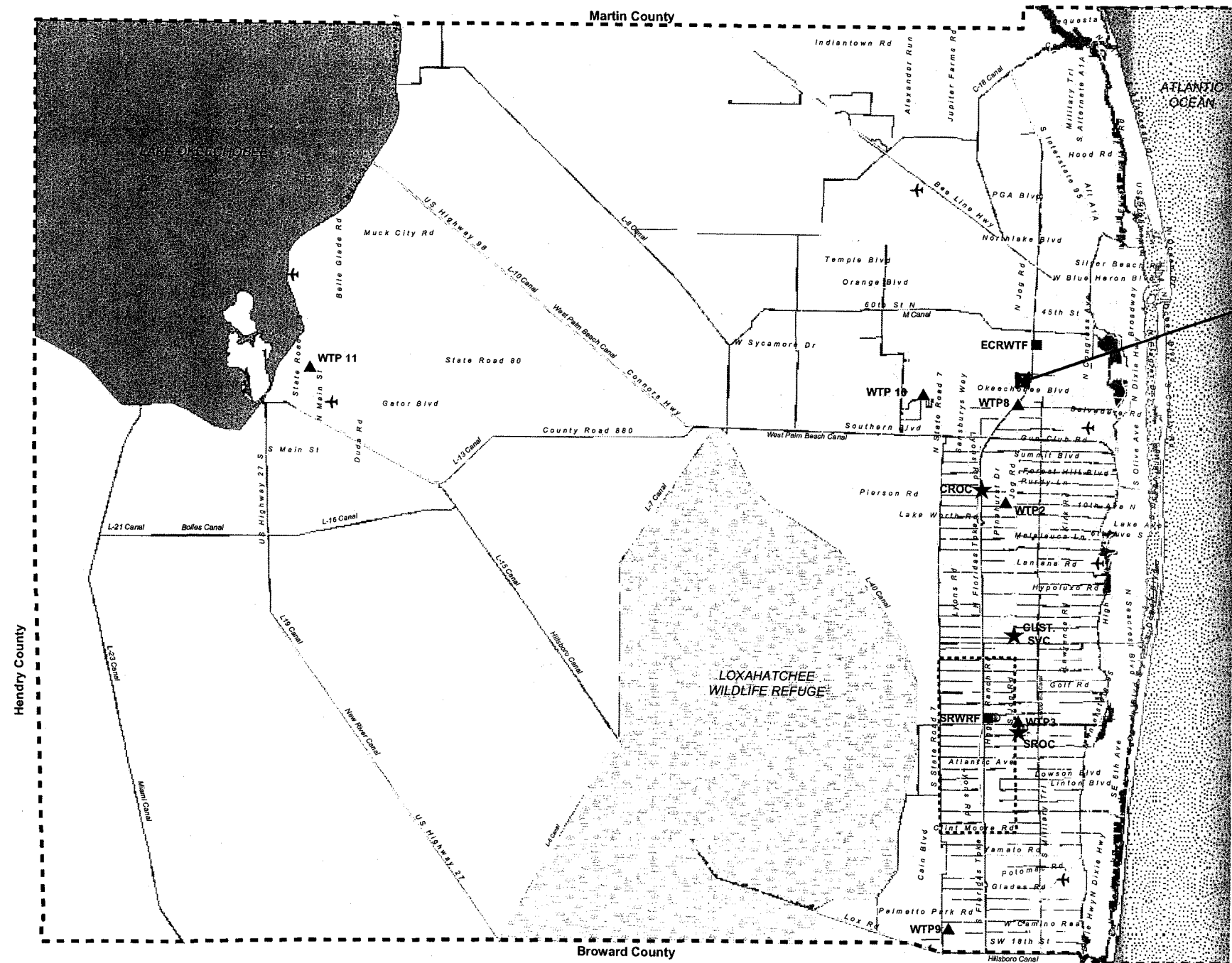
losses, claims, damages or other like items (including attorneys' fees) that may be incurred by Manager as a result of the construction or installation of the Reclaimed Water main;

- (vii) Utility will reimburse Manager for all reasonable out-of-pocket costs and expenses associated with the preparation of the easement and this Section (f) of these Special Conditions, subject to a cap of \$5,000.00;
- (viii) Utility shall be responsible for the surveying of and creation of the legal description of the easement area, which shall be provided to Manager for approval prior to execution of the easement; and
- (ix) The easement may not be assigned by Utility, except that the easement may be assigned by Utility to any successor-in-interest in the ownership of the Reclaimed Water main, and the easement may also be assigned by Utility to any contractor constructing, installing, or maintaining the Reclaimed Water main, for the duration of the time of construction, installation, or maintenance.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, certify
this to be a true and correct copy of the original
filed in my office on MAY 05 2009
dated at West Palm Beach, FL on 5/12/2009
By: Sharon R. Bock
Deputy Clerk



PALM BEACH COUNTY, FLORIDA
WATER UTILITIES DEPARTMENT
SERVICE AREA (SA) AND MAJOR FACILITIES



**EASEMENT
LOCATION**

Attachment 3

- Legend**
- P.B.C.W.U.D. SA
 - Mandatory Reclaimed SA
 - - - County Limits
 - ★ Administration
 - Water Reclamation Plant
 - ▲ Water Treatment Plant
 - ⊙ Wetlands

