

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

Meeting Date: June 8, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing	

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a drainage easement;

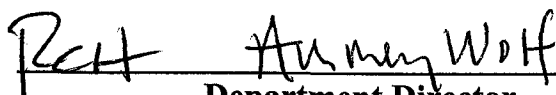
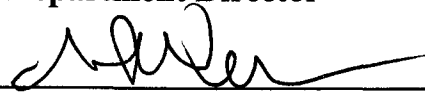
B) accept an access easement; and

C) accept a utility easement from the City of South Bay to serve the County's replacement site for Fire Rescue Station No. 74 in South Bay.

Summary: The County acquired a 3.04-acre site from the City of South Bay in 2007 for development of a replacement for Fire Rescue Station No. 74. The site is located on the northeast side of North US Highway 27 at the entrance to the proposed South Bay Park of Commerce. Drainage, access, and utility easements are required to serve the County parcel. The drainage easement is 25' x 1,696.80' extending to South Shore Drainage District's Villa Lago Canal and contains 42,420 square feet (0.97 acres). The access easement is 208.80' long x 120.10' to 146.16' wide, and contains 25,395 square feet (0.58 acres). The utility easement contains 57 square feet. All the easements are located on City-owned property, benefit the County parcel and are being granted by the City at no charge for development of the Fire Rescue Station. **(PREM) District 6 (HJF)**

Background and Justification: The drainage easement will provide for legal positive outfall of storm water drainage from the County parcel. The access easement will provide for access, ingress, and egress to the property from North US Highway 27 to the Fire Rescue Station. The utility easement will allow for construction of a wastewater main to service the Fire Rescue Station. The easements are located on City-owned property and benefit the County parcel.

- Attachments:**
1. Location Map
 2. Drainage Easement
 3. Access Easement
 4. Utility Easement

Recommended By:	 Department Director	5/15/10 Date
Approved By:	 County Administrator	6/1/10 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>X</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

☒ No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

N. Dias 5/28/10
OFMB
5/28/10
5/27/10

Jim J. [Signature] 5/28/10
Contract Development and Control

B. Legal Sufficiency:

[Signature] 6/1/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

Prepared by and Return to:
David Kuzmenko, Real Estate Specialist
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: A portion of 58-36-44-11-00-000-3020/3140/7140/7240/7260

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the "Easement") is made and granted _____, by the **CITY OF SOUTH BAY**, a municipal corporation created and existing under the laws of the State of Florida, ("Grantor"), whose address is 335 SW 2nd Avenue, South Bay, Florida 33493-2299, in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401-4791.

WHEREAS, Grantor owns the property described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "Burdened Property or "City Property"); and

WHEREAS, County is the owner of the property described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "County Property" or "Benefited Property"); and

WHEREAS, County is in the process of constructing a fire rescue station on the County Property, and in conjunction therewith, County has requested that Grantor grant to County a drainage easement over the Burdened Property for legal positive outfall of the storm water drainage from the County Property; and

WHEREAS, it is the intent of the Grantor and County that the legal positive outfall from the County Property will eventually be incorporated into and made a part of a new water management system to be constructed on and servicing the City Property if and when such water management system is ever constructed (the "New Water Management System").

NOW, THEREFORE, for and in consideration of the aforementioned easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, legally described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect storm water drainage distribution facilities and all appurtenances thereto (collectively, the "County Drainage System") for the purpose of providing legal positive outfall of the storm water drainage from the County Property. In addition, Grantor does hereby grant to County a non-exclusive access easement over and upon the Grantor's adjoining property for the sole purpose of giving County access to the Easement Premises.

3. Prior to commencing any work within the Easement Premises, County shall submit detailed plans and specifications for such work to Grantor for Grantor's review and approval, which approval shall not be unreasonably withheld. County shall have the right and privilege from time to time to clear obstructions, or repair and/or replace drainage facilities within the Easement Premises that might interfere with the purposes for which such facilities or systems are or might be constructed for the benefit of the County Property. Grantor acknowledges that the County's drainage system may be comprised of both underground piping and open ditches. County shall be responsible for water retention/detention requirements for the County Property.

4. County shall be solely responsible for and shall, at all times, maintain at its sole cost and expense, the County Drainage System located within the Burdened Property.

5. County acknowledges and agrees that County's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein.

6. This Easement shall be an easement appurtenant to the Benefited Property and shall inure to the benefit of County, its successors and assigns, shall burden the Burdened Property, may not be transferred or assigned separately or apart from the Benefited Property.

7. The grant of easement contained herein is for the use and benefit of County, its successors and assigns, as owner of the Benefited Property, and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

8. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein, provided said additional easements/rights do not adversely impact or interfere with the rights granted herein to County.

9. Grantor and County hereby acknowledge and agree that the Grantor reserves the right, but not the obligation, to construct a New Water Management System on the City Property and if the County's legal positive outfall from the County Property is incorporated into and made a part of the New Water Management System, then the County shall have the right, but not the obligation, to clear obstructions, or repair and replace drainage facilities within the New Water Management System, that might interfere with the storm water drainage for the County Property. Grantor shall, at its sole cost and expense, design, permit, construct, and maintain the New Water Management System provided such system is built in the future.

10. County's responsibility to maintain the County Drainage System shall automatically terminate upon the construction and completion of the New Water Management System. At the completion of the construction of the New Water Management System, Grantor and County shall amend this Easement by establishing a new legal description for the Easement Premises which will be the new path for the legal positive outfall from the County Property through the City Property in the New Water Management System. Grantor shall maintain legal positive outfall for the County Property during the construction of the New Water Management System.

11. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of County's negligence in connection with this Easement, and Grantor shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Grantor's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's negligent, willful or intentional acts or omissions.

12. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

13. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefited Property or the Burdened Property.

14. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

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IN WITNESS WHEREOF, the parties have executed this Easement on the date set forth hereinabove.

GRANTOR:

CITY OF SOUTH BAY, a municipal corporation created and existing under the laws of the State of Florida

ATTEST:

By: Virginia K. Walker
Virginia K. Walker, City Clerk

By: Shirley Walker-Turner
Shirley Walker-Turner, Mayor

Signed and delivered
in the presence of:

V. Del Bosque
Witness Name

(City Seal)

Vicky Del Bosquez
Print Witness Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

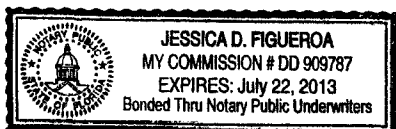
Olivia Monroy
Witness Name

Olivia Monroy
Print Witness Name

[Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 5th day of February, 2010, before me personally appeared Shirley Walker-Turner, the Mayor of the City of South Bay, a municipal corporation created and existing under the laws of the State of Florida, personally known to me or who produced _____ as identification and who did (✓) did not () take an oath and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein.



Jessica D. Figueroa
Notary Public, State of Florida
Print Name Jessica Figueroa
Commission No. DD 909787
My Commission Expires: 7-22-13

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a
political subdivision of the State of
Florida

By: _____
Burt Aaronson, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

G:\Development\Open Projects\FS #74 South Bay-dk\Easements\Drainage Easement.003.JB app.020509 Revised 011110 Clean.docx

EXHIBIT "A"

"BURDENED PROPERTY"

EXHIBIT "A"

A DRAINAGE EASEMENT IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, 25.00 FEET IN WIDTH, LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF ROCK ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 8989, PAGE 1005 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25) PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 OF 10, SAID NORTHEASTERLY RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2945.93 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE AND RIGHT-OF-WAY TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°22'15" FOR 893.15 FEET TO A POINT OF TANGENCY;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S25°31'30"E FOR 160.20 FEET TO THE BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 22615, PAGE 1332, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE ALONG SAID BOUNDARY, N62°06'35"E FOR 115.00 FEET THE POINT OF BEGINNING;

THENCE N27°53'25"W FOR 107.50 FEET;
THENCE N62°06'35"E FOR 441.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 957.50 FEET;
THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°31'44" FOR 192.67 FEET;
THENCE N33°14'52"E FOR 955.42 FEET TO THE BOUNDARY OF CITY OF SOUTH BAY PROPERTY, RECORDED IN OFFICIAL RECORD BOOK 9872, PAGE 1022 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE END OF SAID CENTERLINE.

CONTAINING 0.97 ACRES (42,420 SQUARE FEET), MORE OR LESS.

BEARING BASIS: S25°31'30"E ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY 27.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 1/19/10

BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 119, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION DRAINAGE EASEMENT

DRAWN:	MDB	PROJ. No.	09-009
CHECKED:	JEP	SCALE:	NONE
SOUTH BAY FIRE STATION		DATE:	1/15/10
		SHEET	1 OF 2

ABBREVIATIONS

R/W - RIGHT-OF-WAY
O.R.B.- OFFICIAL RECORD BOOK
C - CENTERLINE
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R - RADIUS
? - CENTRAL ANGLE
A - ARC LENGTH
PG. - PAGE

VILLA LAGO CANAL
SOUTH SHORE
DRAINAGE DISTRICT
(ORB 17585 PAGE 1174)
N56°45'08"W
CITY OF SOUTH BAY
ORB 9872 PAGE 1022

END OF CENTERLINE

N

SCALE 1"=200'

EASTERLY R/W
60' ROCK ROAD
(ORB 8989 PG.1005)

25' DRAINAGE
EASEMENT
CENTERLINE

CITY OF SOUTH BAY R=957.50'
ORB 9872 PAGE 1022 Δ=11°31'44"
A=192.67'

P.O.C.

NORTHEASTERLY R/W
OF US HIGHWAY 27
R=2945.93'
Δ=17°22'15"
A=895.15'

N27°33'25"W
101.58'

N62°06'35"E
441.21'

R=1040.00'
Δ=11°31'44"
A=209.27'

N56°45'08"W
112.76'

P.O.B.

115.00'
N62°06'35"E
S25°31'30"E
SOUTH BAY
FIRE STATION SITE
(ORB 22615 PG.1332)

417.60'

CITY OF SOUTH BAY
ORB 3174, PAGE 1273
20' EASEMENT No.2

CITY OF SOUTH BAY
(ORB 23631 PAGE 1816)

N25°31'30"W 925.70'

THIS SKETCH IS NOT A SURVEY



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(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
DRAINAGE EASEMENT

DRAWN:	MDB	PROJ. No.	09-009
CHECKED:	JEP	SCALE:	1"=200'
SOUTH BAY FIRE STATION		DATE:	1/15/10
		SHEET	2 OF 2

EXHIBIT “B”

“COUNTY PROPERTY”

EXHIBIT "B"

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF ROCK
ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 8989, PAGE 1005 OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25) PER STATE OF FLORIDA
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 OF 10,
SAID NORTHEASTERLY RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE SOUTHWEST,
HAVING A RADIUS OF 2945.93 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE AND RIGHT-OF-WAY TO THE RIGHT,
THROUGH A CENTRAL ANGLE OF 17°22'15" FOR 893.15 FEET TO A POINT OF TANGENCY;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S25°31'30"E FOR 160.20 FEET TO
THE BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 23631,
PAGE 1816 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING COURSES:

THENCE N62°06'35"E FOR 208.80 FEET;
THENCE S25°31'30"E FOR 417.60 FEET;
THENCE S62°06'35"W FOR 53.08 FEET;
THENCE S48°57'47"E FOR 299.73 FEET TO THE NORTHEAST CORNER OF THE
WEST ONE-HALF, OF THE WEST ONE-HALF, OF GOVERNMENT LOT 3:

THENCE ALONG THE NORTHERLY BOUNDARY OF A PARCEL OF LAND RECORDED IN
OFFICIAL RECORD BOOK 18640, PAGE 1370, OF SAID PUBLIC RECORDS, FOR THE
FOLLOWING TWO COURSES:

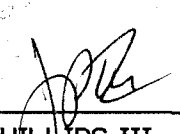
THENCE N87°44'16"W FOR 141.56 FEET;
THENCE S62°06'35"W FOR 149.70 FEET TO THE SAID NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25);

THENCE ALONG SAID RIGHT-OF-WAY, N25°31'30"W FOR 626.36 FEET TO THE
POINT OF BEGINNING.

CONTAINING 3.04 ACRES, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE
ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE
FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

See Boundary Survey prepared by Palm Beach County Drawing
No. S-3-07-2772"

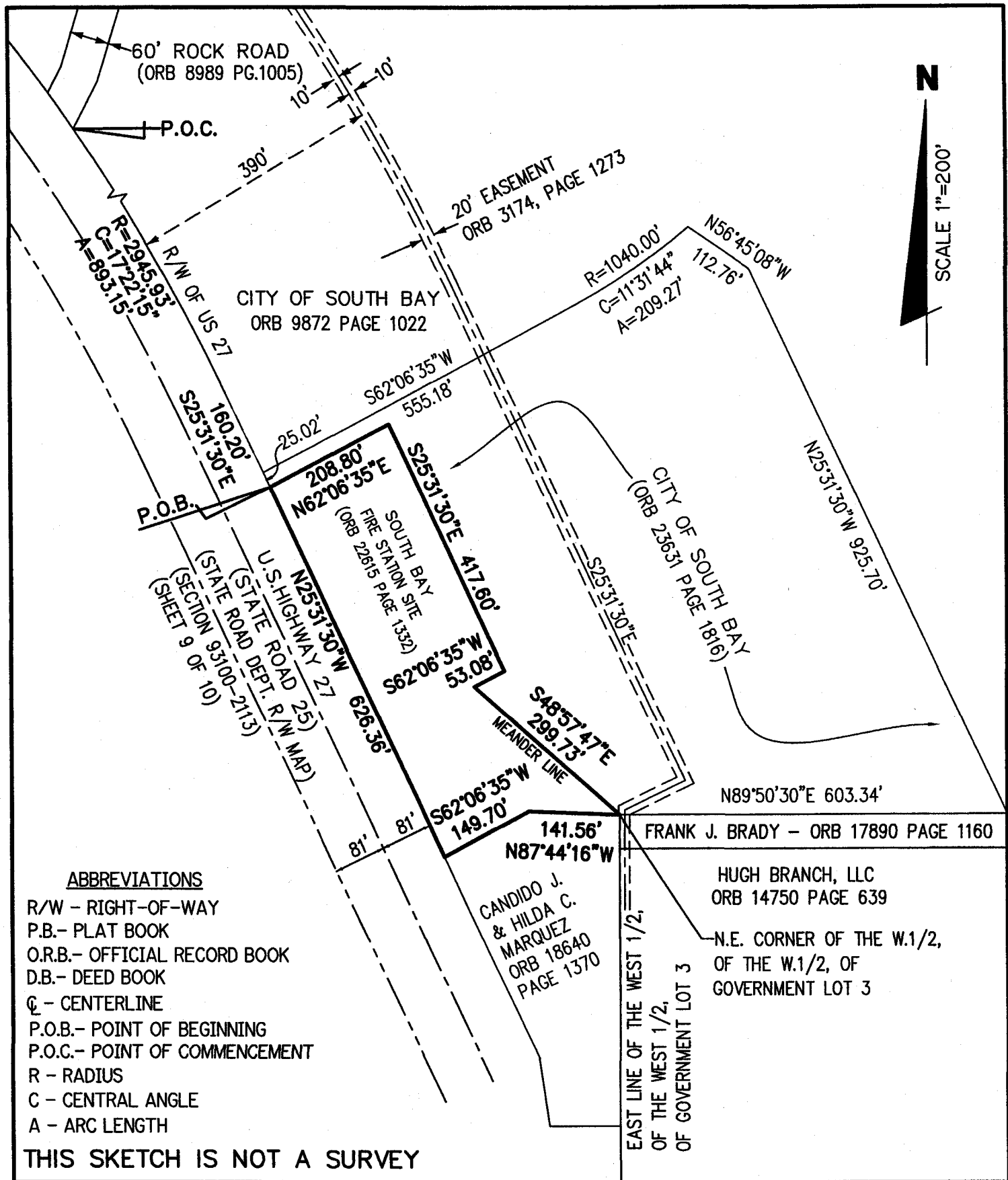

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 1/19/10

 **BROWN & PHILLIPS, INC.**

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION of SOUTH BAY FIRE STATION

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	NONE
SOUTH BAY PARK OF COMMERCE		DATE:	1/15/10
		SHEET 1 OF 2	



ABBREVIATIONS

R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK
D.B.- DEED BOOK
CL - CENTERLINE
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R - RADIUS
C - CENTRAL ANGLE
A - ARC LENGTH

THIS SKETCH IS NOT A SURVEY

B BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	1"=200'
SOUTH BAY PARK OF COMMERCE		DATE:	1/15/10
		SHEET 2 OF 2	

Prepared by & Return to:
David Kuzmenko, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: a portion of 58-36-44-11-00-000-3020/7240/7260

ACCESS EASEMENT

THIS EASEMENT is granted _____ by **CITY OF SOUTH BAY**, a municipal corporation created and existing under the laws of the State of Florida ("City"), whose mailing address is 335 SW 2nd Avenue, South Bay, Florida 33493-2299, to **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

RECITALS

Whereas, City owns the property described on **Exhibit "A"** attached hereto and by reference made a part hereof (hereinafter referred to as "City Property" or "Easement Premises"); and

Whereas, County is the owner of the property described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "County Property"); and

Whereas, County is in the process of developing a fire rescue station on the County Property and needs access to the County Property over the adjacent City Property; and

Whereas, County has requested that City grant the County an access easement across the City Property; and

Whereas, City wishes to provide to County, its successors and assigns, a non-exclusive easement and rights of access for access, ingress and egress to and from County Property, drainage and utility purposes.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the City in hand paid by County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. City does hereby grant, bargain, sell and convey to County, its successors and

assigns, a perpetual non-exclusive easement over, under, and upon the Easement Premises for the purposes of access, ingress and egress to the County Property including, but not limited to, vehicular and pedestrian traffic, and for drainage of and utilities serving the County Property.

3. This Easement shall be an easement appurtenant to the County Property and shall inure to the benefit of and run with title to the County Property; this Easement may not be transferred or assigned separate and apart from the County Property.

4. The parties acknowledge that the Easement Premises has been or will be designated as public right-of-way and is part of a larger parcel of property that is expected to be designated and constructed as public right-of-way. The public-right-of-way will provide access to both the County Property and additional property owned by City ("City's Additional Property"). City hereby grants County the right to construct in the Easement Premises, at County's expense, a driveway suitable for providing access to the County's planned fire rescue station. County shall submit detailed plans and specifications for the proposed improvements to be constructed within the Easement Premises for City's written approval, which approval shall not be unreasonably conditioned, delayed, or withheld. County shall maintain the driveway to the fire rescue station at County's expense until (1) City constructs a public right-of-way over the Easement Premises, or (2) City's Additional Property, or any portion thereof, is developed for any use other than agricultural, whichever event occurs first. Upon the occurrence of such event, City shall be responsible for the maintenance of the Easement Premises at City's sole expense.

5. The grant of this Easement shall in no way restrict the right and interest of the City in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

6. City acknowledges that County has unrestricted access for ingress and egress over and upon the Easement Premises.

7. The grant of Easement contained herein is solely for the use and benefit of County, County's authorized agents, employees, and contractors, as well as those members of the public who desire to use the facilities located on the County Property.

8. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

9. The terms, conditions, covenants and provisions of this Easement shall run with the land and burden the City's Property and inure to the benefit of and be binding upon the City and County, and their respective successors and assigns.

10. In the event that City fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall have all remedies available to it by law, including but not limited to, the right of specific performance thereof.

11. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

12. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City has executed this Access Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

City:

CITY OF SOUTH BAY, a municipal corporation created and existing under the laws of the State of Florida

ATTEST:

By: Virginia K. Walker
Virginia K. Walker, City Clerk

By: Shirley Walker-Turner
Shirley Walker-Turner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
City Attorney

Signed and delivered in the presence of:



Claudia Cano
Witness Name

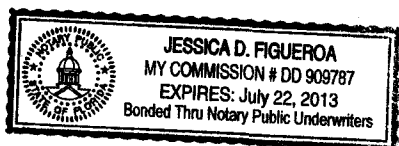
Claudia Cano
Print Witness Name

Olivia Monroy
Witness Name

Olivia Monroy
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 7th day of April, 2010, before me personally appeared Shirley Walker-Turner, Mayor of the City of South Bay, personally known to me or who produced _____ as identification and who did () did not () take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.



Jessica D. Figueroa
Notary Public, State of Florida

Jessica D Figueroa
Print Name

Commission No. DD 909787

My Commission Expires: 7.22.2013

EXHIBIT "A"

CITY PROPERTY/EASEMENT PREMISES

EXHIBIT "A"

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF ROCK
ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 8989, PAGE 1005 OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25) PER STATE OF FLORIDA
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 OF 10,
SAID NORTHEASTERLY RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE SOUTHWEST,
HAVING A RADIUS OF 2945.93 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE AND RIGHT-OF-WAY TO THE RIGHT,
THROUGH A CENTRAL ANGLE OF 17°22'15" FOR 893.15 FEET TO A POINT OF TANGENCY;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S25°31'30"E FOR 14.04 FEET TO THE
POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S25°31'30"E FOR 146.16 FEET TO
THE BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 22615,
PAGE 1332 OF SAID PUBLIC RECORDS;
THENCE ALONG SAID BOUNDARY, N62°06'35"E FOR 208.80 FEET;
THENCE DEPARTING SAID BOUNDARY, N25°31'30"W FOR 120.10 FEET;
THENCE S62°06'35"W FOR 182.75 FEET;
THENCE N71°42'27"W FOR 36.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.58 ACRES (25,395 SQUARE FEET), MORE OR LESS.

BEARING BASIS: S25°31'30"E ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY 27.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE
ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE
FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 1/19/10

B
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 119, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION ROAD RIGHT-OF-WAY

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	NONE
SOUTH BAY FIRE STATION		DATE:	2/10/09
		SHEET 1 OF 2	

EASTERLY R/W
60' ROCK ROAD
(ORB 8989 PG.1005)

P.O.C.

CITY OF SOUTH BAY
ORB 9872 PAGE 1022

N

SCALE 1"=200'

NORTHEASTERLY R/W
OF U.S. HIGHWAY 27
R=2945.93'
Δ=17°22'15"
A=893.15'

N71°42'27"W
36.08'

S62°06'35"W
182.75'

N25°31'30"W
120.10'

R=1040.00'
Δ=11°31'44"
A=209.27'

N56°45'08"W
112.76'

N25°31'30"W 925.70'

P.O.B.

(STATE ROAD DEPT. R/W MAP)
(SECTION 93100-2113)
(SHEET 9 OF 10)

U.S. HIGHWAY 27
(STATE ROAD DEPT. R/W MAP)

SOUTH BAY
FIRE STATION SITE
(ORB 22615 PG.1332)

S25°31'30"E
417.60'

S62°06'35"W
53.08'

S48°57'47"E
299.73'

CITY OF SOUTH BAY
(ORB 23631 PAGE 1816)

N89°50'30"E 603.34'

FRANK J. BRADY - ORB 17890 PAGE 1160

HUGH BRANCH, LLC
ORB 14750 PAGE 639

N.E. CORNER OF THE W.1/2
OF THE W.1/2 OF
GOVERNMENT LOT 3

EAST LINE OF THE WEST 1/2
OF THE WEST 1/2
OF GOVERNMENT LOT 3

CANDIDO J.
& HILDA C.
MARQUEZ
ORB 18640
PAGE 1370

ABBREVIATIONS

R/W - RIGHT-OF-WAY
O.R.B. - OFFICIAL RECORD BOOK
CL - CENTERLINE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R - RADIUS
Δ - CENTRAL ANGLE
A - ARC LENGTH
PG. - PAGE

THIS SKETCH IS NOT A SURVEY

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 119, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
ROAD RIGHT-OF-WAY

DRAWN:	MDB	PROJ. No.	09-009
CHECKED:	JEP	SCALE:	1"=200'
SOUTH BAY FIRE STATION		DATE:	1/15/10
		SHEET 2 OF 2	

EXHIBIT “B”

COUNTY PROPERTY

EXHIBIT "B"

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF ROCK
ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 8989, PAGE 1005 OF THE
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25) PER STATE OF FLORIDA
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 93100-2113, SHEET 9 OF 10,
SAID NORTHEASTERLY RIGHT-OF-WAY BEING A CURVE CONCAVE TO THE SOUTHWEST,
HAVING A RADIUS OF 2945.93 FEET;
THENCE SOUTHERLY, ALONG SAID CURVE AND RIGHT-OF-WAY TO THE RIGHT,
THROUGH A CENTRAL ANGLE OF 17°22'15" FOR 893.15 FEET TO A POINT OF TANGENCY;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY, S25°31'30"E FOR 160.20 FEET TO
THE BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 23631,
PAGE 1816 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING COURSES:

THENCE N62°06'35"E FOR 208.80 FEET;
THENCE S25°31'30"E FOR 417.60 FEET;
THENCE S62°06'35"W FOR 53.08 FEET;
THENCE S48°57'47"E FOR 299.73 FEET TO THE NORTHEAST CORNER OF THE
WEST ONE-HALF, OF THE WEST ONE-HALF, OF GOVERNMENT LOT 3:

THENCE ALONG THE NORTHERLY BOUNDARY OF A PARCEL OF LAND RECORDED IN
OFFICIAL RECORD BOOK 18640, PAGE 1370, OF SAID PUBLIC RECORDS, FOR THE
FOLLOWING TWO COURSES:


THENCE N87°44'16"W FOR 141.56 FEET;
THENCE S62°06'35"W FOR 149.70 FEET TO THE SAID NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 27 (STATE ROAD 25);

THENCE ALONG SAID RIGHT-OF-WAY, N25°31'30"W FOR 626.36 FEET TO THE
POINT OF BEGINNING.

CONTAINING 3.04 ACRES, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT
COMPRISE THE COMPLETE LEGAL DESCRIPTION.
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REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE
ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE
FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

See Boundary Survey prepared by Palm Beach County Drawing
No. S-3-07-2772"


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 1/19/10



BROWN & PHILLIPS, INC.

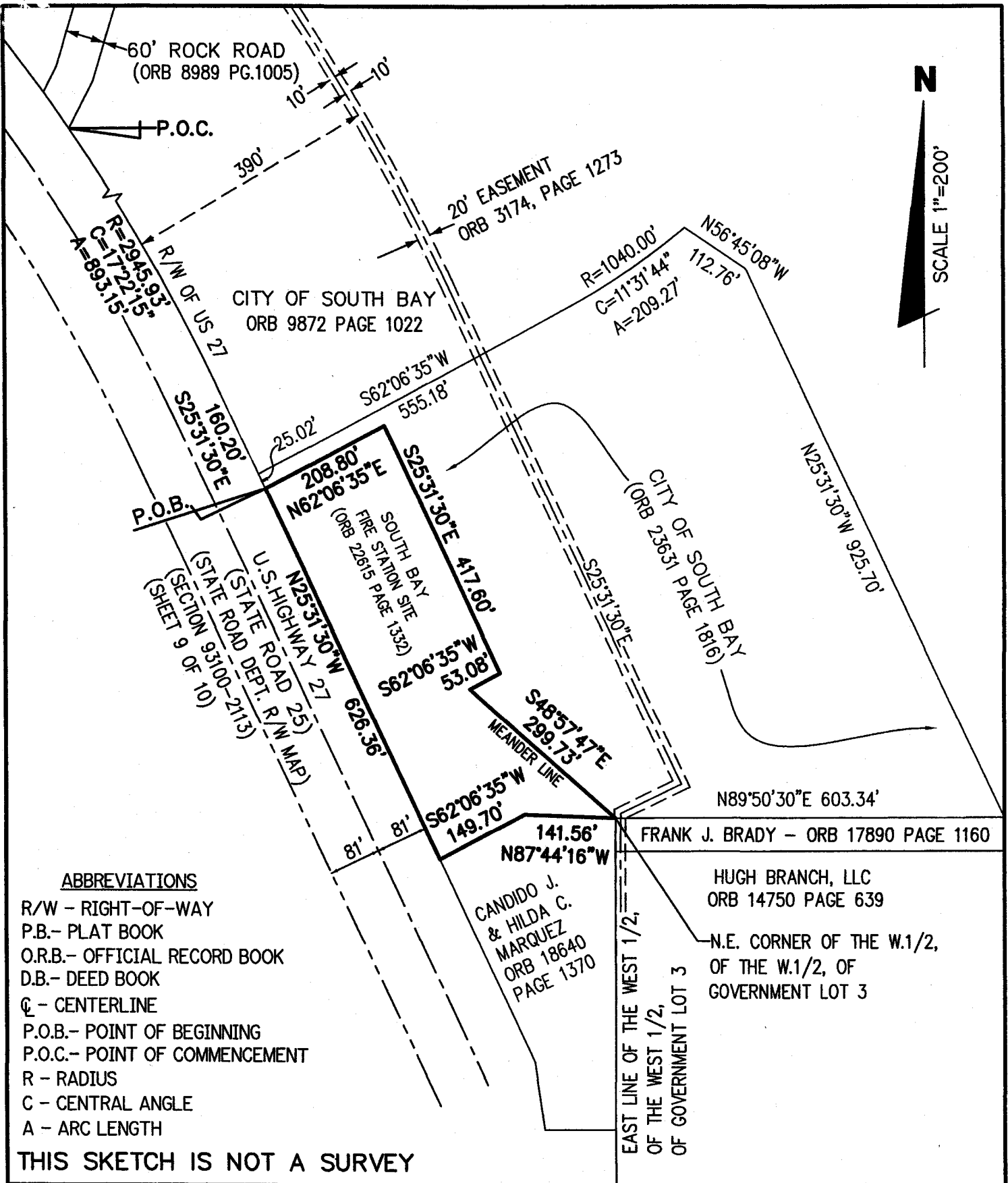
PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION of SOUTH BAY FIRE STATION

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	NONE
SOUTH BAY PARK OF COMMERCE		DATE:	1/15/10
		SHEET 1 OF 2	



ABBREVIATIONS

R/W - RIGHT-OF-WAY
P.B.- PLAT BOOK
O.R.B.- OFFICIAL RECORD BOOK
D.B.- DEED BOOK
CL - CENTERLINE
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R - RADIUS
C - CENTRAL ANGLE
A - ARC LENGTH

THIS SKETCH IS NOT A SURVEY

B BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

DRAWN:	MDB	PROJ. No.	06-057
CHECKED:	JEP	SCALE:	1"=200'
SOUTH BAY PARK OF COMMERCE		DATE:	1/15/10
		SHEET 2 OF 2	

Prepared by & Return to:
David Kuzmenko, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: A portion of 58-36-44-11-00-000-7260

UTILITY EASEMENT

THIS INDENTURE, made _____, by the **CITY OF SOUTH BAY**, a municipal corporation created and existing under the laws of the State of Florida, ("Grantor"), whose address is 335 SW 2nd Avenue, South Bay, Florida 33493-2299 in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 ("County").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto County, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the construction, operation and maintenance of underground wastewater mains and appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, together with the right of ingress and egress thereto, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, described on Exhibit "A" attached hereto and made a part hereof as if recited at length (the "Easement Premises").

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. County shall cause the wastewater mains and their appurtenances to be constructed within the confines of the Easement Premises.
2. County hereby expressly agrees that in the event that County, its successors and assigns, ceases to use the Easement Premises for the purposes herein expressed, the easement granted hereby shall become null and void, and all the right, title and interest in and to the Easement Premises shall revert to Grantor.

3. County further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its underground wastewater mains and appurtenances within the Easement Premises at all times during the term hereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

GRANTOR:

CITY OF SOUTH BAY, a municipal corporation created and existing under the laws of the State of Florida

ATTEST:

By: Virginia K. Walker
Virginia K. Walker, City Clerk

By: Shirley Walker-Turner
Shirley Walker-Turner, Mayor

Signed and delivered
in the presence of:

V. Del Bosque
Witness Name

Vicky Del Bosquez
Print Witness Name

Olivia Monroy
Witness Name

Olivia Monroy
Print Witness Name

(City Seal)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

[Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 5th day of February, 2010, before me personally appeared Shirley Walker-Turner, the Mayor of the City of South Bay, a municipal corporation created and existing under the laws of the State of Florida, personally known to me or who produced _____ as identification and who did (✓) did not () take an oath and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein.



Jessica D. Figueroa
Notary Public, State of Florida
Print Name Jessica D. Figueroa
Commission No. DD 909787
My Commission Expires: 7-22-2013

G:\DEVELOPMENT\OPEN PROJECTS\FS #74 SOUTH BAY-DK\EASEMENTS\SEWER EASEMENT.001.JB APP.020509 REVISED 011110 CLEAN.DOCX

Exhibit "A"
Easement Premises

Legal Description

EXHIBIT "A"

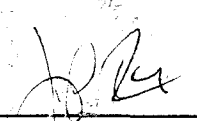
A PARCEL OF LAND IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST,
PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST ONE-HALF, OF THE
WEST ONE-HALF, OF GOVERNMENT LOT 3:
THENCE ALONG THE BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD
BOOK 22615, PAGE 1332 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
N48°57'47"W FOR 2.28 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N48°57'47"W FOR 12.23 FEET TO THE SOUTHWESTERLY EXTENSION OF
THE NORTHERLY LIMIT OF CITY OF SOUTH BAY EASEMENT No.2, RECORDED IN OFFICIAL
RECORD BOOK 3174, PAGE 1273, OF SAID PUBLIC RECORDS;
THENCE ALONG SAID EXTENSION, N64°28'30"E FOR 10.23 FEET TO A POINT OF
INTERSECTION ON THE WESTERLY LIMIT OF SAID EASEMENT;
THENCE ALONG SAID WESTERLY LIMIT, S00°02'27"W FOR 12.44 FEET TO THE POINT
OF BEGINNING.

CONTAINING 57 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S25°31'30"E ALONG THE RIGHT-OF-WAY OF U.S. HIGHWAY 27.

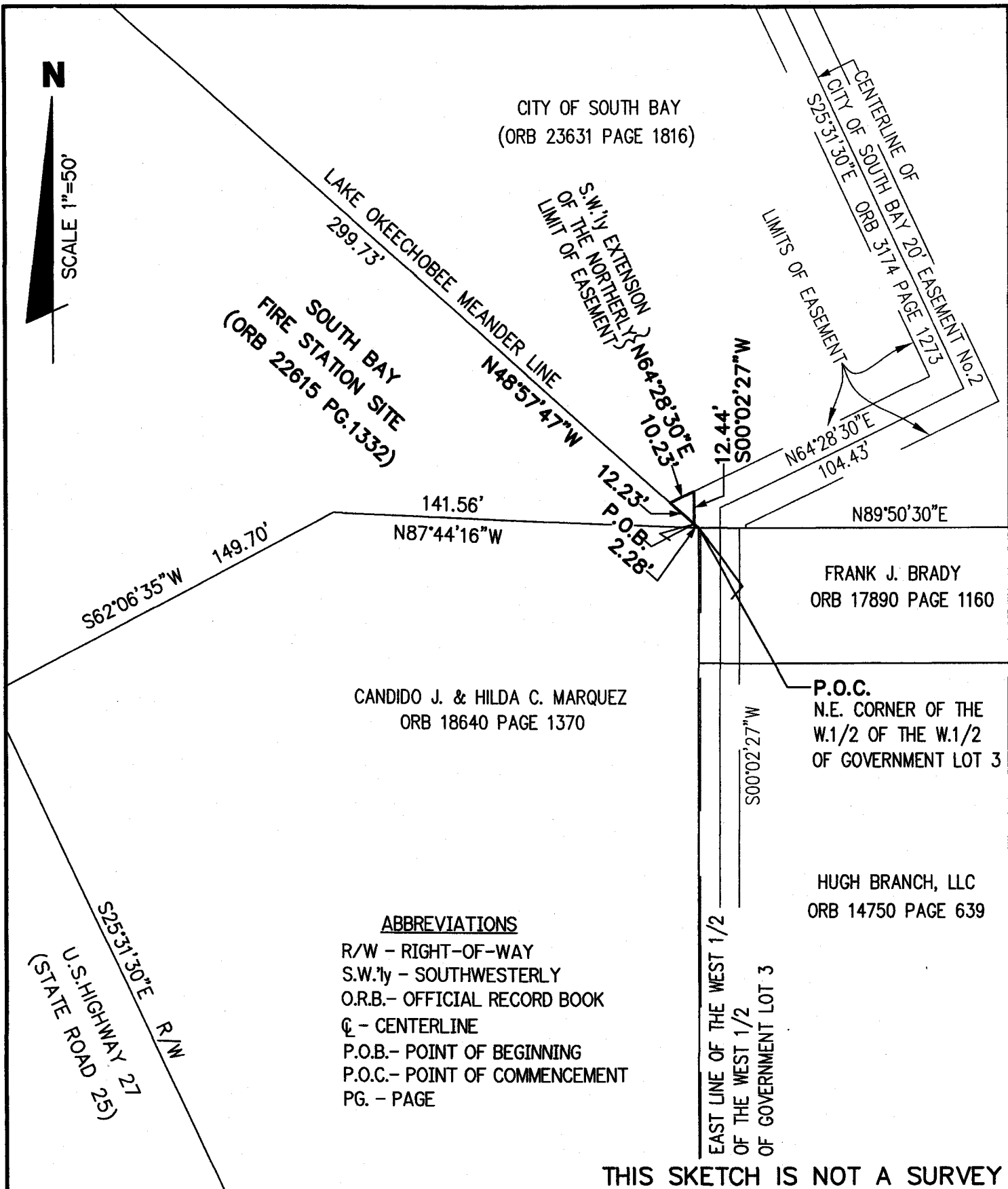
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FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 1/27/10

B
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 119, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION ADDITION TO EXISTING UTILITY EASEMENT

DRAWN: MDB	PROJ. No. 06-057
CHECKED: JEP	SCALE: NONE
SOUTH BAY FIRE STATION	DATE: 1/15/10
	SHEET 1 OF 2



THIS SKETCH IS NOT A SURVEY



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY, SUITE 119, W.P.B., FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
ADDITION TO
EXISTING UTILITY EASEMENT

DRAWN: MDB	PROJ. No. 09-009
CHECKED: JEP	SCALE: 1"=50'
SOUTH BAY FIRE STATION	DATE: 1/15/10
	SHEET 2 OF 2