

AGENDA ITEM SUMMARY

Meeting Date: **December 21, 2010** ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Easement For Fiber-Optic Communications Equipment (Easement) in favor of FPL FiberNet, LLC (FiberNet) for installation of fiber-optic communications equipment at the Roger Dean Stadium (Stadium).

Summary: In 1996, the Board approved a Sports Facility Use Agreement (R96-877D) (Use Agreement) for Jupiter Stadium, Ltd.'s (Teams) use, occupancy and operation of the Stadium, including the right to permit all third-parties to use the Stadium for all purposes and to retain all revenues derived from the operation of the Stadium. The Teams have requested that the County grant FiberNet an easement for the installation of fiber-optic cable, fiber-optic encasement conduit and appurtenant equipment to provide fiber-optic communication capabilities to the portion of the Stadium used as the Florida Marlins Clubhouse (Easement Area 1) and the monopole used by MetroPCS California/Florida, Inc. (Easement Area 2), together with a limited revocable license to tie into existing conduit located within the Florida Marlin's Clubhouse and the Commissary for the Stadium. Easement Area 1 is approximately 10 feet wide and 158 feet long and contains 1,581 square feet (.04 acres). Easement Area 2 is approximately 10 feet wide and 19 feet long and contains 190 square feet (.004 acres). The term of the Easement expires simultaneously with the term of the Teams' Use Agreement unless the County and FiberNet agree to extend the term. This non-exclusive easement is being granted at no charge as it will provide fiber-optic communications service to the County's Stadium. **(PREM) District 1 (HJF)**

Background and Justification: On July 9, 1996, the Board approved the Sports Facility Use Agreement, which was amended on December 17, 1996 (R96-2117) and November 25, 1997 (R97-2068). The Use Agreement specifically provides that the Teams are entitled to any and all fees from third-parties, which are subject to an agreement between the Teams and any such entity. In 2002, the Teams entered into a PCS Site Agreement with MetroPCS California/Florida, Inc.

Attachments:

1. **Location Map**
2. **Easement For Fiber-Optic Communications Equipment**

Recommended By: Anthony Wolf 12/3/10
Department Director Date

Approved By: [Signature] 12/13/2010
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____ <i>* see below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

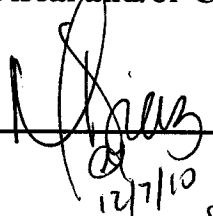
B. Recommended Sources of Funds/Summary of Fiscal Impact:

☒ No Fiscal Impact.

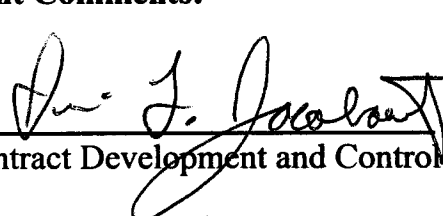
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

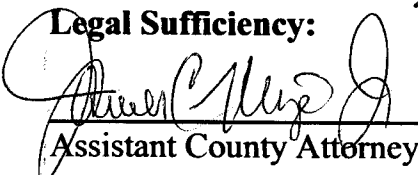


OFMB
12/8/10
12/7/10
2/17/10



Contract Development and Control
12/8/10

B. Legal Sufficiency:



Assistant County Attorney
12/9/10

C. Other Department Review:

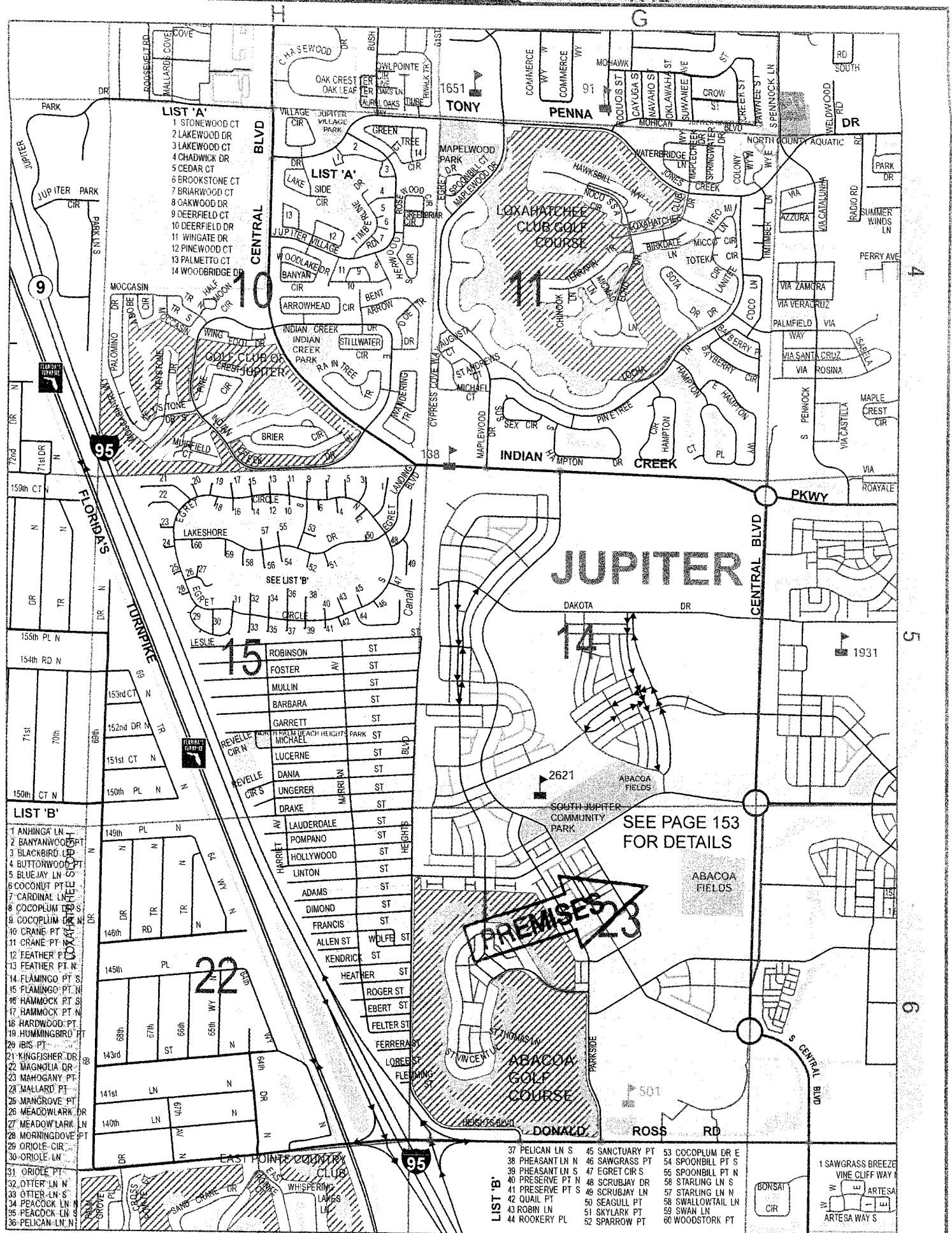
Department Director

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

T41

41

T41



LOCATION MAP

ATTACHMENT #1

Prepared by & Return to:
Samara J. Cooper, Business and Community Agreements Manager
Palm Beach County
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 30-42-41-13-10-019-0010

EASEMENT FOR FIBER-OPTIC COMMUNICATIONS EQUIPMENT

THIS EASEMENT FOR FIBER-OPTIC COMMUNICATIONS EQUIPMENT ("Easement") made _____ granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, in favor of FPL FiberNet, LLC, a Delaware limited liability corporation, whose legal mailing address is 9250 West Flagler Street, Miami, Florida 33174 ("FiberNet").

WITNESSETH:

WHEREAS, County is the fee simple owner of certain real property more commonly known as Roger Dean Stadium, located at 4751 Main Street, Jupiter, Florida 33458, and more particularly described in the Official Records of Palm Beach County Florida in Official Records Book 9590 at Page 1293 Parcel ID: 30-42-41-13-10-019-0010 (the "Property"), which is improved with certain improvements, including but not limited to the clubhouse for the Florida Marlins, L.P. (the "Clubhouse") and the commissary for the Roger Dean Stadium (the "Commissary") (Collectively the Clubhouse and the Commissary shall be hereinafter referred to as the "Buildings"); and

WHEREAS, FiberNet has requested that County grant it an easement to install fiber-optic cable and fiber-optic encasement conduit and appurtenant equipment on the property more fully described on Exhibit "A" and Exhibit "A-1", attached hereto and made a part hereof, and in a limited portion of the Buildings as depicted on Exhibit "B" and Exhibit "B-1", attached hereto and made a part hereof (Collectively, the property described in Exhibit "A" and in Exhibit "A-1" and the portion of the Buildings depicted on Exhibit "B" and on Exhibit "B-1" shall hereinafter be referred to as the "Easement Premises"); and

WHEREAS, County is agreeable to providing FiberNet an easement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and FiberNet, for themselves, their successor and assigns agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County hereby grants to FiberNet, its successors and assigns, a non-exclusive easement in gross and non-exclusive revocable license for the construction, installation, operation, inspection, maintenance, repair, relocation, replacement, reconstruction, upgrade and removal of certain communications equipment, including but not limited to underground fiber-optic cable and fiber-optic encasement conduit and appurtenant equipment, in-ground handholes, and above-ground wall mounted cabinets and junction boxes (collectively, the "Facilities") to be installed from time to time, in, on, under, across, and through the Easement Premises, together with the right, at FiberNet's sole cost and expense, to maintain, reconstruct, improve, add to, enlarge, replace, repair, change the size of and remove the Facilities within the Easement Premises during the term of this Easement.
3. The term of this Easement (the "Term") shall commence upon the execution of this Easement by both County and FiberNet and terminate along with the expiration or termination of the Sports Facility Use Agreement dated July 9, 1996 (R96-877D) between the County and Jupiter Stadium, Ltd., as may be amended and/or restated from time to time, unless County and FiberNet mutually agree to extend the Term.
4. The Facilities within the Easement Premises shall be installed as reflected on Exhibit "B" and Exhibit "B-1" and in accordance with the terms and conditions set forth herein and in Exhibit "B" and Exhibit "B-1".
5. Upon completion of construction FiberNet shall provide to County "as-built" plans of the Facilities installed by FiberNet and this Easement shall be amended to replace Exhibit "B" and Exhibit "B-1" with the "as-built" plans.
6. FiberNet's use and enjoyment of and interest in the Easement Premises are and shall be strictly limited to that specifically granted herein. FiberNet shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the Easement Premises, Buildings and County's adjoining property.
7. Notwithstanding anything in the law or herein to the contrary, County's use and enjoyment of and interest in the Easement Premises and Buildings is and shall remain paramount and superior to the Easement granted hereby, and the Easement granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
8. FiberNet acknowledges that certain above ground and underground improvements may be constructed in the future by the County within the Easement Premises. Accordingly, FiberNet covenants that it will protect all such improvements and any improvements made by County in the

future, including without limited to, driveway, parking area, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees and landscaping.

9. County reserves the right to require FiberNet to relocate the Facilities during the term of this Easement, and FiberNet agrees to relocate the Facilities, at its sole cost and expense, provided that County provide no less than ninety (90) written notice of such relocations and shall otherwise make a reasonable effort to coordinate the timing of the relocation with FiberNet in order to avoid, as much as commercially possible, any disruption in service.

10. FiberNet shall be solely responsible for and shall, at all times, maintain in good condition and repair the Easement Premises and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, FiberNet shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, using materials of like kind and quality.

11. County shall not be liable for injury, loss or damage to any of FiberNet's facilities that may be present in or outside the Easement Premises and/or Buildings from time to time, however occurring, except where caused by the County's negligence or intentional misconduct and subject to Section 768.28, Florida Statutes.

12. If FiberNet, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate without any further action of either party hereto, and FiberNet shall, if requested by County, release the same of record.

13. Upon termination of this Easement, FiberNet shall, if requested by County, remove any improvements it constructed or installed located within or outside the Easement Premises and Buildings at FiberNet's sole cost and expense.

14. FiberNet shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. FiberNet shall give County five (5) days written notice prior to commencement of construction. FiberNet shall diligently perform all work hereunder to completion. Any improvements constructed pursuant to this Easement shall be constructed at FiberNet's sole cost and expense within the confines of the Easement Premises in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

15. FiberNet shall coordinate all construction and installation of the Facilities, including the specific placement, method of attachment, boring location and routing for the conduit, and access to the Buildings with County, and shall follow County's reasonable instructions regarding the installation of the Facilities and which instructions are consistent with applicable laws and all rules, regulations or policies with which FiberNet is required to comply. FiberNet shall obtain County's written approval of the location of such boring and routing of the conduit prior to commencing its installation/construction activities in the Buildings. In addition, FiberNet shall (i) give County prior notice via telephone (561-355-4055, attn: Anthony Malizia, Facilities Manager Central Region) before entering the Buildings to install, repair, maintain, alter, or otherwise service the Facilities; (ii) coordinate all such work with County; and (iii) perform the same in such a manner so as not to unreasonably disturb the tenants of the Buildings.

16. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

17. Neither County's nor FiberNet's interest in the Easement Premises, Buildings or Property shall be subject to liens arising from FiberNet's use of the Easement Premises, nor exercise of the rights granted hereunder. FiberNet shall promptly cause any lien imposed against the Easement Premises or Building, to be discharged or transferred to bond.

18. FiberNet, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of exercise of the rights granted hereby by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or Property or in connection with the use or operation of the Easement Premises and/or Buildings.

19. FiberNet shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, FiberNet shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event FiberNet

does not own any automobiles, FiberNet shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. FiberNet shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of FiberNet shall, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as FiberNet required above.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of FiberNet under this Easement. Furthermore, FiberNet shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to FiberNet's failure to maintain such insurance.

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

21. County hereby retains all rights relating to the Easement Premises and Buildings not specifically conveyed by this Easement including the right to use the Easement Premises and Buildings 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 and in the Buildings.

22. All of the benefits, burdens, easements, and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of County and FiberNet and their respective successors and assigns.

23. This Easement may not be assigned by FiberNet.

24. 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.

25. In the event FiberNet fails or refuses to perform any term, covenant or conditions of this Easement for which a specific remedy is not set forth herein, County shall, in addition to any other

remedies provided at law or in equity, have the right of specific performance and injunctive relief.

26. 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.

27. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

(remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the County and FiberNet have caused this Easement to be executed as of the day and year first above written.

WITNESS:

Rebecca Cameron
Witness Signature

REBECCA CAMERON
Print Witness Name

J. Roque
Witness Signature

Juan Roque
Print Witness Name

FPL FiberNet, LLC, a Delaware limited liability company

By: [Signature]

Print Name: CARMEN PEREZ

Print Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA)

)ss:

COUNTY OF MIAMI/DADE)

On this 24th day of NOVEMBER, 2010, before me, the undersigned notary public, personally appeared Carmen Perez President (title) of FPL FiberNet, LLC, a Delaware limited liability company, who is personally known to me to be the person who subscribed to the foregoing instrument or who has produced personally known as identification, and acknowledged that he/she executed the same, for the purposes stated therein with due authority to do so.

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

Carolyn J. Smith
NOTARY PUBLIC, STATE OF FLORIDA



Print Name: _____
Commission No.: _____
My Commission Expires: _____

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: Deputy Clerk

By: Karen T. Marcus, Chair

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

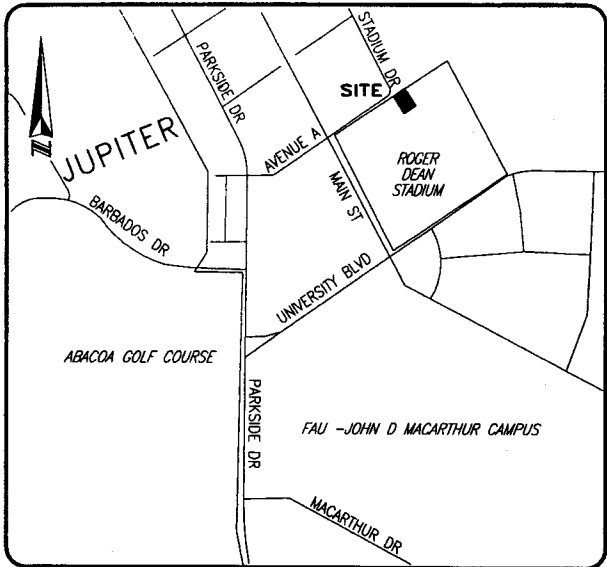
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Audrey Wolf, Director
Facilities Development & Operations



LOCATION SKETCH
NOT TO SCALE

**SKETCH AND DESCRIPTION for:
FPL FIBERNET, LLC**

LEGAL DESCRIPTION

A 10-FOOT WIDE FIBERNET EASEMENT LYING IN A PORTION OF SECTION 23, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT R42 OF THE PLAT OF ABACOA PLAT NO. 1 AS RECORDED IN PLAT BOOK 78, PAGE 145, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; THENCE NORTH 58°27'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT R42, A DISTANCE OF 59.79 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;

THENCE CONTINUE ALONG SAID SOUTH LINE, NORTH 58°27'43" EAST, A DISTANCE OF 12.22 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT R42; THENCE DEPARTING SAID EAST LINE, CONTINUE NORTH 58°27'43" EAST, A DISTANCE OF 58.47 FEET; THENCE NORTH 86°52'00" EAST, A DISTANCE OF 27.66 FEET; THENCE NORTH 58°40'15" EAST, A DISTANCE OF 54.74 FEET; THENCE PROCEED SOUTH 32°48'46" EAST, A DISTANCE OF 5.00 FEET TO THE FACE OF AN EXISTING BUILDING, AND THE POINT OF TERMINUS OF THIS DESCRIPTION. SAID ABOVE DESCRIBED EASEMENT CONTAINING 1,581 SQUARE FEET, MORE OR LESS.

NOTES:

- 1.) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3.) THE BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF NORTH 58°27'43" EAST, AND REFERS TO THE SOUTH LINE OF TRACT R42, AS RECORDED IN PLAT BOOK 78, PAGE 145, PALM BEACH COUNTY RECORDS.
- 4.) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
- 5.) THIS IS NOT A BOUNDARY SURVEY.
- 6.) NOT VALID WITHOUT SHEET 2 OF 2.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 7, 2010. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

CIVILSURV DESIGN GROUP, INC.

Robert N. Johnson

10/15/2010

BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6540 (FOR THE FIRM)

DATE OF SIGNATURE

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ALL RIGHTS RESERVED
CIVILSURV DESIGN GROUP, INC

CIVILSURV
A Tradition of Innovative Engineering
File: L.B. No. 7805
ROGER DEAN STADIUM NORTH.dwg

DATE	REVISIONS
DATE 9/7/10	10-5-10 COUNTY COMMENTS
SCALE N/A	10-14-10 COUNTY COMMENTS
FIELD BK N/A	
DWG. BY RNJ	
SAW	

SKETCH AND DESCRIPTION for:
FPL FIBERNET, LLC
Palm Beach County, Florida
SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 17858

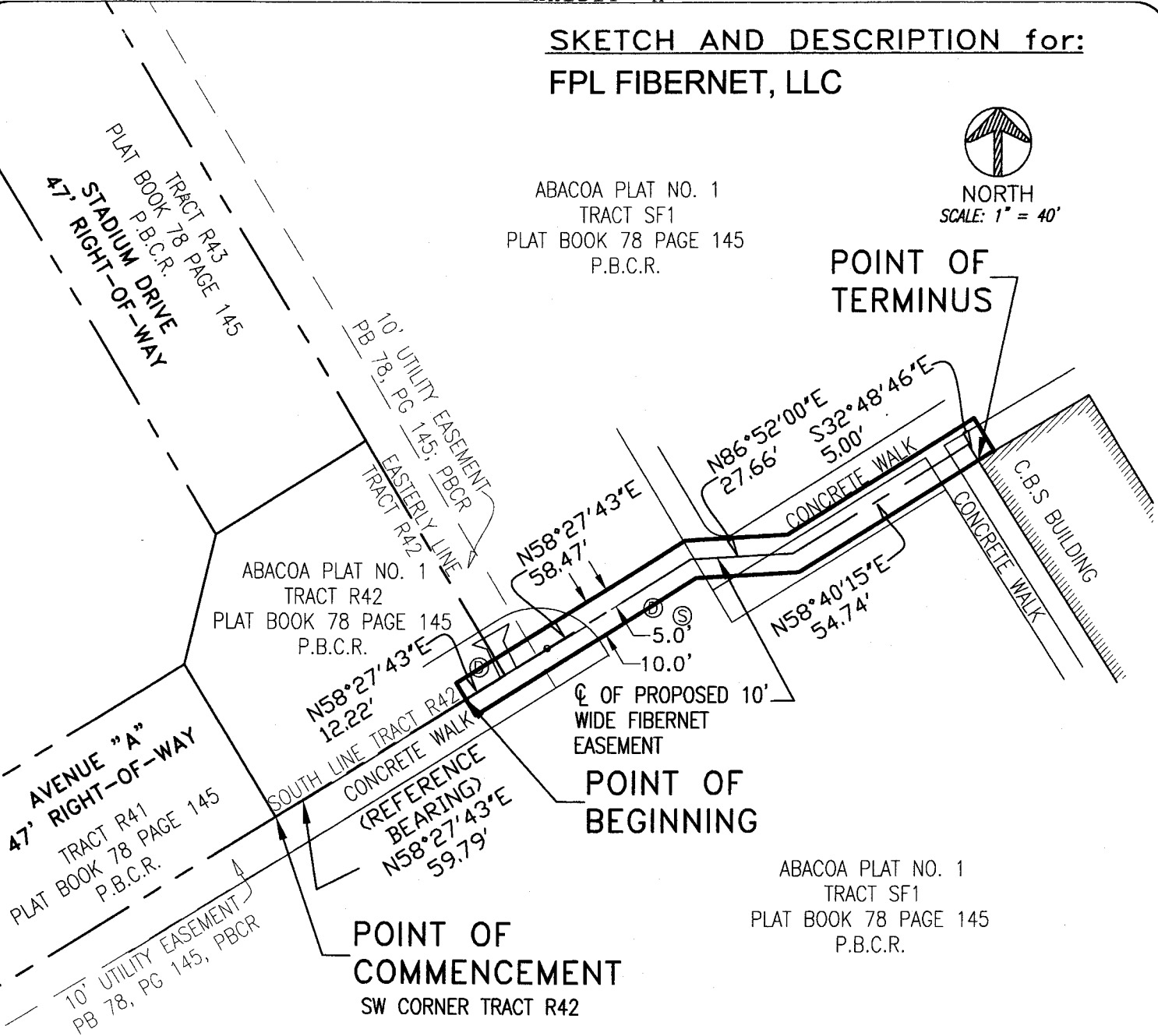
SKETCH AND DESCRIPTION for: FPL FIBERNET, LLC



NORTH
SCALE: 1" = 40'

ABACOA PLAT NO. 1
TRACT SF1
PLAT BOOK 78 PAGE 145
P.B.C.R.

POINT OF
TERMINUS

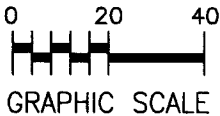


ABACOA PLAT NO. 1
TRACT SF1
PLAT BOOK 78 PAGE 145
P.B.C.R.

LEGEND & ABBREVIATIONS

- P.B.C.R. PALM BEACH COUNTY RECORDS
- COR. CORNER
- CL CENTER LINE
- L.B. LICENSED BUSINESS
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- PL PROPERTY LINE
- P.L.S. PROFESSIONAL LAND SURVEYOR
- RGE RANGE
- TWP TOWNSHIP
- ⊙ DRAINAGE MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ WATER VALVE

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NOTE:
THIS IS NOT A BOUNDARY SURVEY.
NOT VALID WITHOUT SHEET 1 OF 2.

CIVILSURV

A Tradition of Innovative Engineering
File: L.B. No. 7805
ROGER DEAN STADIUM NORTH.dwg

DATE 9/7/10
SCALE 1"=40'
FIELD BK. N/A
DWG. BY RNJ
CHK. BY SAW

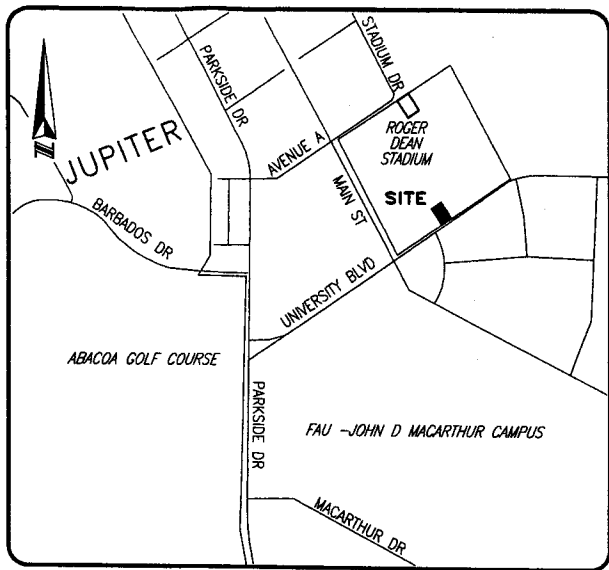
DATE	REVISIONS
10-5-10	COUNTY COMMENTS
10-14-10	COUNTY COMMENTS

SKETCH AND DESCRIPTION for:

FPL FIBERNET, LLC

Palm Beach County, Florida

SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17858



LOCATION SKETCH
NOT TO SCALE

SKETCH AND DESCRIPTION for: FPL FIBERNET, LLC

LEGAL DESCRIPTION

A 10-FOOT WIDE FIBERNET EASEMENT LYING IN A PORTION OF SECTION 23, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, AND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT SF1 OF THE PLAT OF ABACOA PLAT NO. 1 AS RECORDED IN PLAT BOOK 78, PAGE 145, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; THENCE NORTH 58°27'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT SF1, A DISTANCE OF 283.24 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;

THENCE DEPARTING SAID SOUTH LINE, PROCEED NORTH 30°32'52" WEST, A DISTANCE OF 19.00 FEET TO THE FACE OF AN EXISTING BUILDING, AND THE POINT OF TERMINUS OF THIS DESCRIPTION.

SAID ABOVE DESCRIBED EASEMENT CONTAINING 190 SQUARE FEET, MORE OR LESS.

NOTES:

- 1.) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3.) THE BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF NORTH 58°27'43" EAST, AND REFERS TO THE SOUTH LINE OF TRACT SF1, AS RECORDED IN PLAT BOOK 78, PAGE 145, PALM BEACH COUNTY RECORDS.
- 4.) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
- 5.) THIS IS NOT A BOUNDARY SURVEY.
- 6.) NOT VALID WITHOUT SHEET 2 OF 2.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS DELINEATED UNDER MY DIRECTION ON SEPTEMBER 7, 2010. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH AND SCHNARS, P.A. ENGINEERS - PLANNERS - SURVEYORS

Robert N. Johnson

10/6/2010

BY: ROBERT N. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6540 (FOR THE FIRM)

DATE OF SIGNATURE

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CIVILSURV

A Tradition of Innovative Engineering
File: L.B. No. 7805
ROGER DEAN STADIUM SOUTH.dwg

DATE 9/7/10
SCALE N/A
FIELD BK. N/A
DWG. BY RNJ
SAW

DATE	REVISIONS
10-5-10	COUNTY COMMENTS

SKETCH AND DESCRIPTION for:
FPL FIBERNET, LLC
Palm Beach County, Florida
SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 17858

SKETCH AND DESCRIPTION for:
FPL FIBERNET, LLC

LEGEND & ABBREVIATIONS

- P.B.C.R. PALM BEACH COUNTY RECORDS
COR. CORNER
CL CENTER LINE
L.B. LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
PL PROPERTY LINE
P.L.S. PROFESSIONAL LAND SURVEYOR
RGE RANGE
TWP TOWNSHIP
⊙ DRAINAGE MANHOLE
⊙ SANITARY MANHOLE
• WATER VALVE



NORTH
SCALE: 1" = 40'

ROGER DEAN STADIUM

ABACOA PLAT NO. 1
TRACT SF1
PLAT BOOK 78 PAGE 145
P.B.C.R.

CL OF PROPOSED 10'
WIDE FPL FIBERNET
EASEMENT

POINT OF TERMINUS

C.B.S.
BUILDING

5.0'
10.0'

N30°32'52"W
19.00'
CONCRETE WALK
CONCRETE CURB

POINT OF
BEGINNING

POINT OF
COMMENCEMENT
SW CORNER TRACT SF1

SOUTH LINE TRACT SF1

5' UTILITY EASEMENT
PB 78, PG 145; PBCR
ABACOA PLAT NO. 1
TRACT R35
PLAT BOOK 78 PAGE 145
P.B.C.R.

ASPHALT PAVEMENT
UNIVERSITY BOULEVARD
69.5' RIGHT-OF-WAY

ABACOA PLAT NO. 1
TRACT R32
PLAT BOOK 78 PAGE 145
P.B.C.R.

NW CORNER TRACT TC8

ABACOA PLAT NO. 1
TRACT TC8
PLAT BOOK 78 PAGE 145
P.B.C.R.

0 20 40
GRAPHIC SCALE

NOTE:
THIS IS NOT A BOUNDARY SURVEY.
NOT VALID WITHOUT SHEET 1 OF 2.

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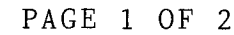
A Tradition of Innovative Engineering
File: L.B. No. 7805
ROGER DEAN STADIUM SOUTH.dwg

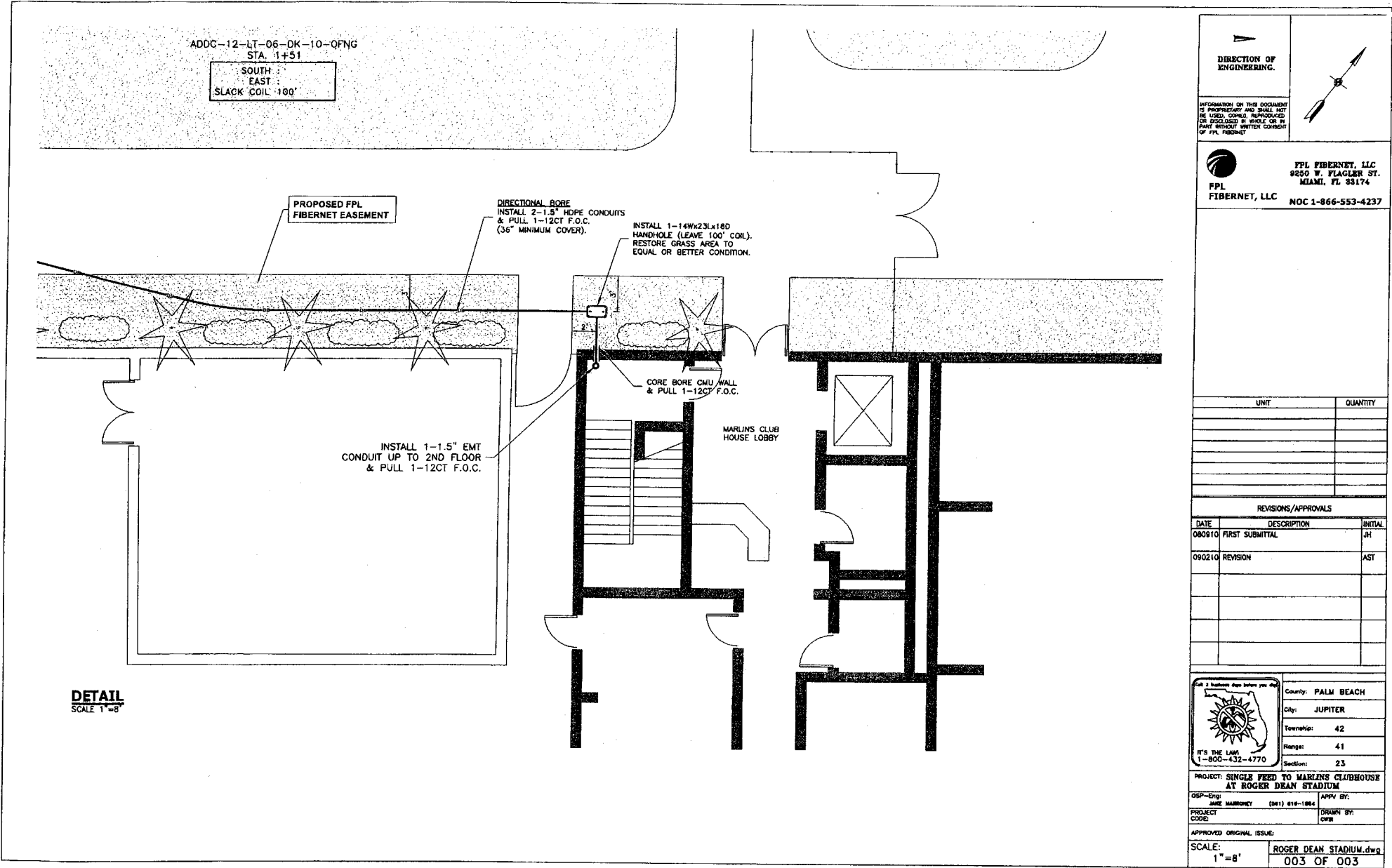
DATE 9/7/10
SCALE 1"=40'
FIELD BK N/A
DWG. BY RNJ
CHK. BY SAW

DATE	REVISIONS
10-5-10	COUNTY COMMENTS

SKETCH AND DESCRIPTION for:
FPL FIBERNET, LLC
Palm Beach County, Florida
SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 17858

**A PORTION OF TRACT SF-1, PLAT OF ABACOA PLAT NO. 1, AS RECORDED IN
PLAT BOOK 78, PAGE 145 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA**

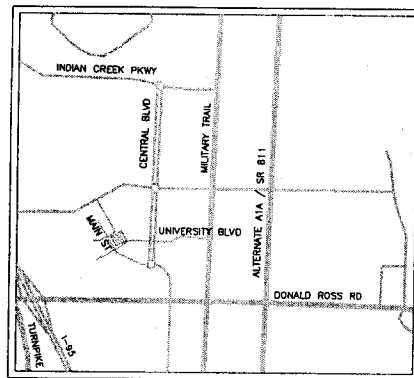




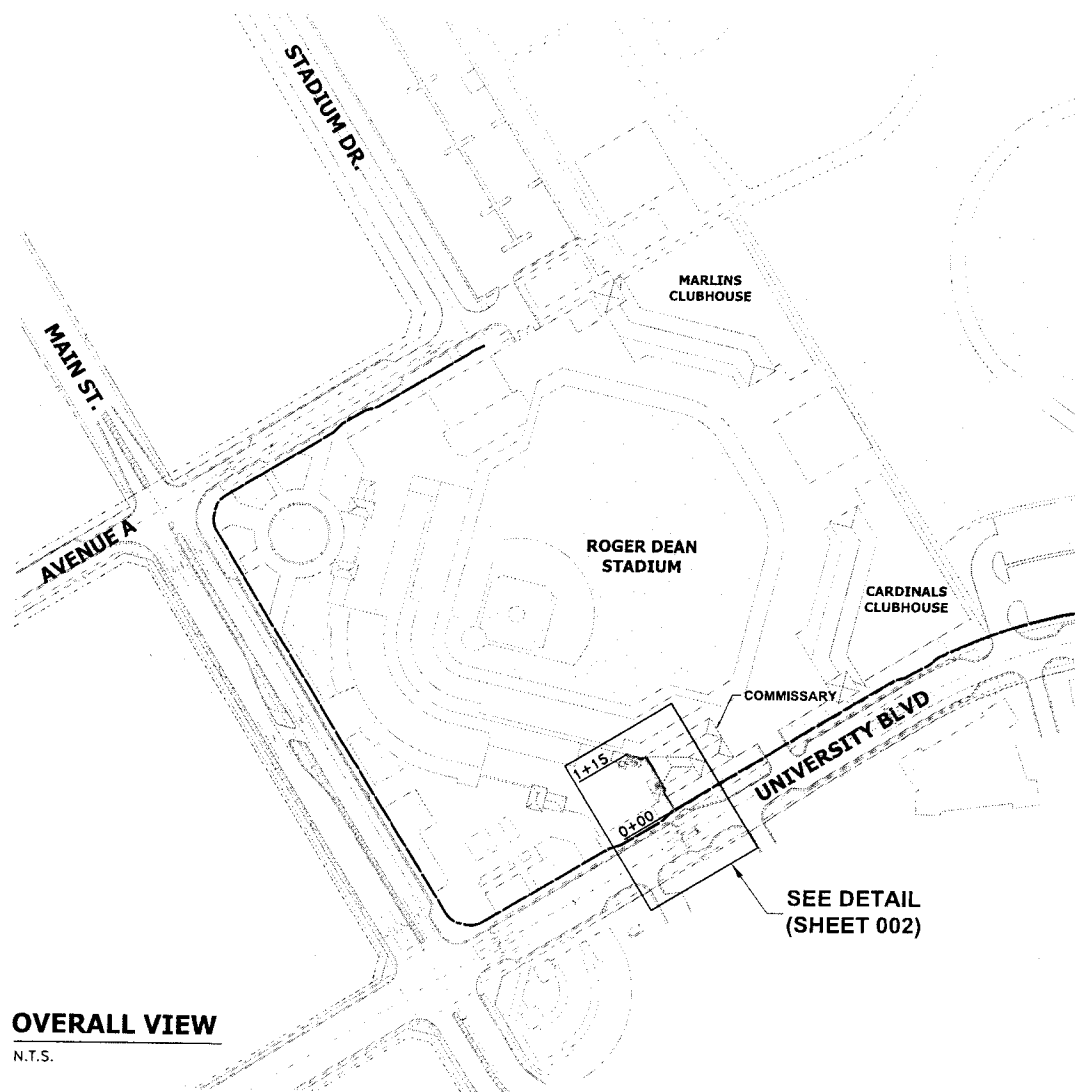
A PORTION OF TRACT SF-1, PLAT OF ABACOA PLAT NO. 1, AS RECORDED IN
PLAT BOOK 78, PAGE 145 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

FTCS SITE SW182 - DETAIL
ROGER DEAN STADIUM
4751 MAIN STREET, JUPITER, FL

001 OF 002 — OVERALL MAP
002 OF 002 — DETAIL



LOCATION MAP
N.T.S.



OVERALL VIEW
N.T.S.

DIRECTION OF
ENGINEERING.

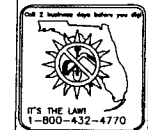


NOT TO SCALE. THIS DOCUMENT IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DESIGN SHALL BE MADE BY THE ENGINEER. ANY CHANGES TO THIS DESIGN SHALL BE MADE BY THE ENGINEER.

FPL FIBERNET, LLC
9250 W. FLAGLER ST.
MIAMI, FL 33174
FPL FIBERNET, LLC
NOC 1-866-553-4237

UNIT	QUANTITY

REVISIONS/APPROVALS		
DATE	DESCRIPTION	INITIAL
090310	FIRST SUBMITTAL	AST



County: PALM BEACH
City: JUPITER
Township: 42
Range: 41
Section: 23

PROJECT: FTCS SITE SW182 - DETAIL
ROGER DEAN STADIUM - PHASE III
DSP - Eng: HOWARD VAN NESS (305) 552-2413
PROJECT CODE: ---
APPROVED ORIGINAL ISSUE:
SCALE: N.T.S.
SW182-Detail.dwg
001 OF 002

