

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

Meeting Date:	July 19, 2011	<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) accept an Access Easement from J. L. Property Owners Association, Inc. for access into Waterway Park from eastbound East Indiantown Road in unincorporated Jupiter; and


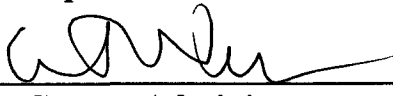
B) approve a Subordination Agreement with the Florida Department of Transportation (FDOT).

Summary: The County is in the process of obtaining development approvals for the 30-acre Waterway Park property. The Park property is located on the south side of East Indiantown Road in unincorporated Jupiter, west of and adjacent to the Intracoastal Waterway. Current access to the Park is through Jonathan Drive, a private roadway owned and maintained by the J. L. Property Owners Association, Inc. (JLPOA), the property owners association for the Jonathan's Landing community. The JLPOA has agreed to give the County a secondary easement for a turn lane which will provide access into the Park directly from East Indiantown Road. The easement area is triangular in shape, located on the south side of East Indiantown Road, and contains 603.96 square feet (0.01 acres). The Access Easement will eliminate most of the eastbound car and boat trailer traffic from entering the Park through Jonathan Drive. The JLPOA granted FDOT a similar easement for that portion of the turn lane which will become FDOT right-of-way. Spoil easement rights were quit claimed to the County from the Florida Inland Navigation District in 1997 over that portion of the JLPOA property within the FDOT easement and FDOT has requested that the County subordinate these rights. **(PREM) District 1 (HJF)**

Background and Justification: The JLPOA granted FDOT a Perpetual Easement to construct an eastbound right turn lane along the south side of East Indiantown Road. This Perpetual Easement along with this Access Easement will allow the County to construct a new entrance road into the Park. The Subordination Agreement will subordinate the County's spoil easements rights over the Perpetual Easement to FDOT. The development of Waterway Park will include boat ramps and a launching basin for public access to the Intracoastal Waterway, restrooms, picnic shelters, a boardwalk and fishing pier, 60 boat trailer parking spaces, and associated site improvements.

Attachments:

1. Location Map
2. Access Easement
3. Subordination Agreement

Recommended By:		6/17/11
	Department Director	Date
Approved By:		7/5/11
	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	<u>4 See below</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:

OFMB

Contract Development and Control
6-29-11 B. Wheeler

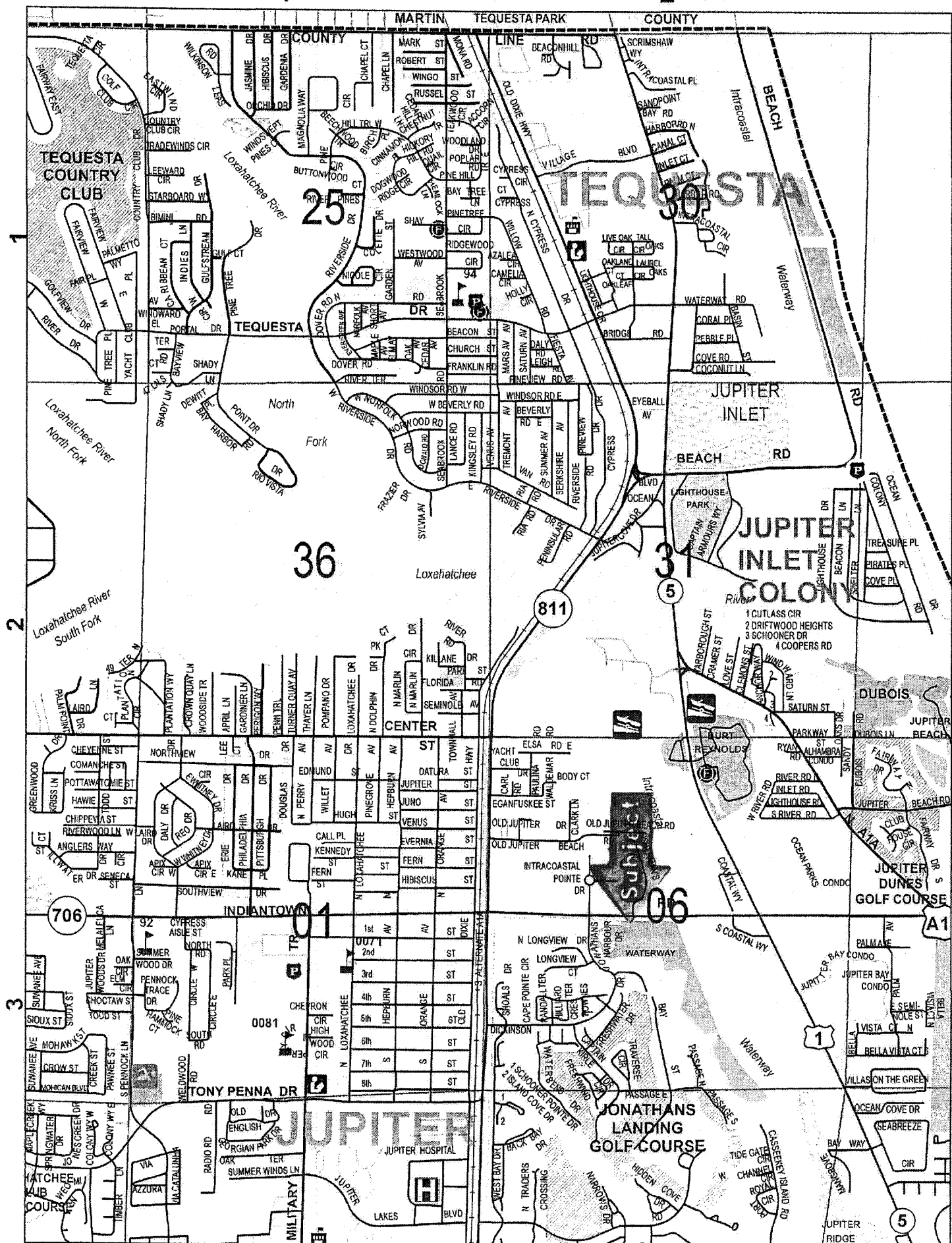
B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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



T40

D

T41

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

Property Control Number: 00-43-41-06-16-000-0041

ACCESS EASEMENT

THIS EASEMENT is granted _____ by **J. L. PROPERTY OWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, whose mailing address is 3755 Barrow Island Road, Jupiter, Florida 33477-1353 ("Grantor") in favor of **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, Grantor owns the property described on Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as "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, Grantor wishes to provide to County, its successors and assigns, an exclusive easement and rights of access for access, ingress and egress to and from County Property, together with the right to construct the access way.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant, bargain, sell and convey to County, its successors and assigns, a perpetual exclusive easement over and upon the Easement Premises for the purposes of access, ingress and egress to the County Property and the facilities now or hereafter constructed thereon, which access shall include, but not be limited to, vehicular and pedestrian traffic, together with the right to construct, install, maintain, repair, remove and/or relocate any and all road, drainage, utility improvements, landscaping, signage, sidewalk, lighting, irrigation, and fencing.
3. This Easement is an easement appurtenant to the County Property and shall inure to the benefit of and shall burden County, its successors and assigns, and shall run with title to the County Property; this easement may not be transferred or assigned separate and apart from the County Property.

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

5. County shall be solely responsible for, and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements constructed therein. Additionally, County shall promptly repair, replace and/or restore any improvements now existing or constructed hereafter, including earth, fill and landscaping within the Easement Premises and Access Premises, to the condition it was in prior to such installation, construction, maintenance or repair, using materials of like kind and quality.

6. County acknowledges and agrees that County's use and enjoyment of and interest in the Easement is and shall be strictly limited to that specifically granted herein. County further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon Grantor's use and enjoyment of the Easement Premises.

7. County shall obtain from Grantor 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. Grantor's approval shall not be unreasonably withheld, conditioned, or delayed. County shall give Grantor ten (10) days written notice prior to commencement of construction.

8. Any improvements constructed pursuant hereto shall be constructed at County'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.

9. Neither County's nor Grantor's interest in the Easement Premises shall be subject to liens arising from County's use of the Easement Premises, or exercise of the rights granted hereunder. County shall promptly cause any lien imposed against the Easement Premises to be discharged or transformed to bond.

10. County shall provide Grantor with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

11. 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, 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.

12. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if

transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorneys' Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

Grantor:

J. L. Property Owners Association, Inc.
Attention: President
3755 Barrow Island Road
Jupiter, Florida 33477-1353
Fax: 561-743-2062

With a copy to:

Ross Earle & Bonan, P.A.
Attention: Deborah L. Ross, Esq.
759 SW Federal Highway, Suite 212
Stuart, Florida 34994-2972
Fax: 772-287-8045

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

13. 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.

14. 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 County Property or the Easement Premises.

15. In the event that County 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, Grantor's sole remedy shall be the right of specific performance thereof.

16. 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.

17. 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 Grantor has executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Grantor:

J. L. PROPERTY OWNERS ASSOCIATION, INC.,
a Florida nonprofit corporation

Jane Carlough-Meline
(Witness Signature)

Jane Carlough-Meline
(Witness Name Printed)

Linda Lee Williams
(Witness Signature)

Linda Lee Williams
(Witness Name Printed)

By: Charles F. DiGiovanna
Charles F. DiGiovanna, President

(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of March, 2011, by Charles F. DiGiovanna, as President of J. L. PROPERTY OWNERS ASSOCIATION, INC., a Florida nonprofit corporation, (X) who is personally known to me OR () who has produced _____ as identification and who () did
(X) did not take a oath.

(Official Notarial Seal)



LESLIE A. LUTZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE032794
Expires 11/26/2014

Leslie A. Lutz
Notary Public, State of Florida

Leslie A. Lutz
(Type, print or stamp name)

EE032794
Commission Number

My Commission Expires: 11/26/14

SKETCH AND DESCRIPTION
Surveyor's Description: Page 1 of 2
PORTION OF CIVIC CENTER, "JONATHANS LANDING PLAT SIX"
PLAT BOOK 47, PAGE 10, PALM BEACH COUNTY (STATE ROAD 706)

EASEMENT PARCEL A **EXHIBIT "A"**

THAT PART OF CIVIC CENTER AS SHOWN ON "JONATHAN'S LANDING PLAT SIX" AS RECORDED IN PLAT BOOK 47, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN GOVERNMENT LOT 6 IN THE SOUTH HALF (S ½) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW ¼), A DISTANCE OF 1,717.83 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 07 SECONDS WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 107.77 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 706 (INDIANTOWN ROAD) WITH THE WEST LINE OF SAID CIVIC CENTER PARCEL; THENCE DEPARTING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 58 MINUTES 49 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 16.88 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 00 MINUTES 24 SECONDS EAST, A DISTANCE OF 50.39 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 02 SECONDS EAST, A DISTANCE OF 221.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 16 SECONDS WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, A DISTANCE OF 27.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 58 MINUTES 49 SECONDS EAST, A DISTANCE OF 37.96 FEET TO A POINT ON THE EAST LINE OF SAID CIVIC CENTER PARCEL; THENCE SOUTH 00 DEGREES 58 MINUTES 49 SECONDS WEST ALONG SAID EAST LINE OF CIVIC CENTER PARCEL, A DISTANCE OF 31.82 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 49 DEGREES 36 MINUTES 44 SECONDS WEST, A DISTANCE OF 49.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 603.96 SQUARE FEET, MORE OR LESS

Surveyors Notes:

1. Prepared in accordance with Commitment No: 2909004 by Chicago Title Insurance Company issued to Southeast Guaranty & Title, Inc., dated 6/21/10, subject to matters contained in the following Schedule B – Section II.

<u>ITEM #</u>	<u>PLAT/DEED/ORB</u>	<u>PG</u>	<u>AFFECTS</u>	<u>PLOTTABLE</u>
5	PB 47	10	YES	YES
6	DB 698	352	YES	NO
7	ORB 2260	363	YES	NO
8	ORB 2883	819	YES	NO
9	ORB 2978	462	YES	NO
10	ORB 3184	514	YES	NO
11	ORB 6084	1426	NO	NO
12	ORB 2397	686	YES	NO
13	ORB 3211	661	NO	YES

PRISM SURVEYING, INC.
LICENSED BUSINESS #7195
17721 62nd Road N.
Loxahatchee, FL 33470



SKETCH & DESCRIPTION
ROADWAY EASEMENT
PARCEL A

20 0 20 40 60

GRAPHIC SCALE, IN FEET
1" = 40' ON LETTER SIZE

Surveyor's Sketch: Page 2 of 2

(A) POINT OF COMMENCEMENT
NW CORNER OF THE SW
QUARTER (1/4) OF SECTION 6
TWP 41 S, RGE 43 E

36 31
NW CORNER OF SECTION 6
TWP 41 S, RGE 43 E (C)

SECTION CORNER LEGEND:

- (A) CONCRETE MONUMENT
(DISTURBED)
- (B) PALM BEACH COUNTY
BRASS DISC IN CONCRETE
- (C) PALM BEACH COUNTY
BRASS DISC IN CONCRETE

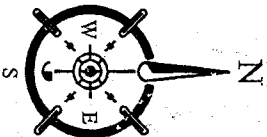
20' DRAINAGE
EASEMENT
(PER PLAT)
FDOT 20' DE
ORB 3211, PG 661

LEGEND:

- A - ARC LENGTH
- BL - BASELINE
- CL - CENTERLINE
- CONST - CONSTRUCTION
- CS - CONSTRUCTION STATION
- Δ - CENTRAL ANGLE (DELTA)
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PG - PAGE
- PT - POINT OF TANGENCY
- R - RADIUS
- RGE - RANGE
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- S.R. - STATE ROAD
- SS - SURVEY STATION
- TWP - TOWNSHIP

- (D) - STORM MANHOLE
- (S) - SANITARY MANHOLE
- (*) - LIGHT POLE
- (P) - SINGLE POST SIGN

E LINE OF CIVIC CENTER
(PER PLAT)



PARCEL "GG"
(PER PLAT)

W LINE OF CIVIC CENTER
(PER PLAT)

CIVIC CENTER
JONATHAN'S LANDING PLAT SIX
PB 47, PG 10

WATERWAY COUNTY PARK
P.B. 31, PG. 10

INDIANTOWN ROAD

S.R. 706

FDOT SECTION 93190-2512
SOUTHERLY R/W LINE OF S.R. 706
INDIANTOWN ROAD (PER PLAT)

NORTH LINE
USA EASEMENT
ORB 2260 PG 363

NORTH LINE
CIVIC CENTER
PB 47, PG 10

STIPULATED FINAL JUDGMENT

ORB 8659, PG 995

PT 363+46.43

SS 364.00

CS 564.00

SS 363.00

CS 563.00

SS 361.00

CS 561.00

SS 361.00

CS 561.00

SS 361.00

CS 561.00

SS 361.00

CS 561.00

SS 361.00

CS 561.00

SS 361.00

CS 561.00

SS 361.00

FOR THE
FIRM, BY

Richard A. Pedraza
RICHARD A. PEDRAZA
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. 6300

THIS MAP IS NOT VALID WITHOUT ACCOMPANYING SURVEYOR'S REPORT

NOTE: "PER PLAT" REFERS TO THE PLAT OF
"JONATHAN'S LANDING PLAT SIX",
PLAT BOOK 47, PAGE 10, PALM BEACH COUNTY, FLORIDA.
DRAWN: 03-16-10 RAP PROJECT NO. 9-0598
FIELD: N/A N/A
DATE OF SURVEY: N/A

THIS IS NOT A SURVEY

PRISM SURVEYING, INC.
SURVEYORS - PLANNERS - CONSULTANTS
17721 62ND ROAD N
LOXAHATCHEE, FL 33470
561-204-1035 ~ FAX 561-793-3574

10-15-10/RAP/COMMENTS
09-16-10/RAP/TITLE POLICY

LB# 7195



EXHIBIT "B"

"COUNTY PROPERTY"

Parcel "A":

All of WATERWAY COUNTY PARK, as recorded in Plat Book 31, Pages 10 and 11. Said plat purportedly amended by Affidavit recorded in Official Record Book 2863, Page 755.

Less and except therefrom those lands conveyed to J. L. Property Owners Association, Inc. by County Deed recorded in Official Record Book 6990, Page 485, as corrected by Corrective County Deed recorded in Official Record Book 8596, Page 705.

Also less and except therefrom those lands conveyed to the State of Florida Department of Transportation by County Deed recorded in Official Record Book 8678, Page 1483.


Together with

Parcel "B":

Those lands in JONATHAN'S LANDING PLAT SIX, as recorded in Plat Book 47, Pages 10 and 11, conveyed from J. L. Property Owners Association, Inc. in the Special Warranty Deed recorded in Official Record Book 6990, Page 481.

All recording references contained herein are in the public records of Palm Beach County, Florida.

36-SUB.03-06/93

This instrument prepared
under the direction of:
Laurice C. Mayes, Esq. 
Sketch & Legal description
Prepared by:
Prism Surveying, Inc.
Document prepared by:
Grace K. Abel (06-07-11)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No.	N/A
Item/Segment No.	N/A
Section No.	93190-2512
Managing District:	04
S.R. No.	706
County:	Palm Beach

SUBORDINATION AGREEMENT

THIS AGREEMENT Made this ____ day of _____, 2011, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, hereinafter called the "party of the first part", and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter called the "Department".

WITNESSETH:

WHEREAS, the party of the first part is the holder of a certain Easement dated January 16, 1974, and recorded in Official Records Book 2260, Page 363, arising out of that certain Quitclaim Deed, between the United States of America acting by and through the Secretary of the Army and Florida Inland Navigation District, dated January 24, 1997, recorded in Official Records Book 24469, Page 784; that certain Quitclaim Deed, between Florida Inland Navigation District and Palm Beach County, a political subdivision of the State of Florida, dated June 16, 1997, recorded in Official Records Book 9857, Page 824, and that certain Grant for Disposal of Dredged Material, dated July 19, 1932, recorded in Deed Book 488, Page 221, all of the Public Records of Palm Beach County, Florida (collectively "Easement") and,

WHEREAS, a portion of the land encumbered by said Easement is required by the Department for public transportation;

NOW THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, paid, the receipt and sufficiency of which is hereby acknowledged, the party of the first part hereby agrees, covenants, and consents with the Department that the aforesaid Easement is and shall continue to be subject and subordinate to the property rights of the Department insofar as said Easement affects the following described property, viz:

(See attached Sketch and Description)

This subordination agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

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

Signed and Delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Reh Annunzio Wolf
Department Director

SKETCH AND DESCRIPTION

Surveyor's Description: Page 1 of 2

**PORTION OF CIVIC CENTER, "JONATHANS LANDING PLAT SIX"
PLAT BOOK 47, PAGE 10, PALM BEACH COUNTY (STATE ROAD 706)**

ROADWAY EASEMENT PARCEL B

THAT PART OF "CIVIC CENTER" AS SHOWN ON "JONATHAN'S LANDING PLAT SIX" AS RECORDED IN PLAT BOOK 47, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN GOVERNMENT LOT 6 IN THE SOUTH HALF (S ½) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW ¼), A DISTANCE OF 1,717.83 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 07 SECONDS WEST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 107.77 FEET TO THE NORTHWEST CORNER OF SAID "CIVIC CENTER" PARCEL; THENCE SOUTH 00 DEGREES 58 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID "CIVIC CENTER" PARCEL, A DISTANCE OF 16.88 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE FOR STATE ROAD 706 (INDIANTOWN ROAD) PER OFFICIAL RECORD BOOK 8659, PAGE 995, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 00 MINUTES 24 SECONDS EAST ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 00 MINUTES 24 SECONDS EAST, A DISTANCE OF 19.65 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 20 MINUTES 02 SECONDS EAST, A DISTANCE OF 221.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 20 MINUTES 02 SECONDS WEST, A DISTANCE OF 192.08 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,811 SQUARE FEET, MORE OR LESS

Surveyors Notes:

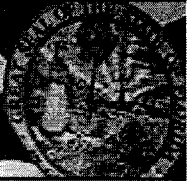

1. BEARING BASE: THE NORTH LINE OF THE SOUTH HALF OF SECTION 6-41-43 IS TAKEN AS S89°58'53"E AND ALL OTHERS ARE RELATIVE THEREUNTO AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 FLORIDA EAST ZONE 901, TRANSVERSE MERCATOR, 1990 ADJUSTMENT (NAD 83/90)
2. PREPARED IN ACCORDANCE WITH COMMITMENT NO: 2909004 BY CHICAGO TITLE INSURANCE COMPANY ISSUED TO SOUTHEAST GUARANTY & TITLE, INC., DATED 6/21/10, SUBJECT TO MATTERS CONTAINED IN THE FOLLOWING SCHEDULE B - SECTION II.

<u>ITEM #</u>	<u>PLAT/DEED/ORB</u>	<u>PG</u>	<u>AFFECTS</u>	<u>PLOTTABLE</u>
5	PB 47	10	YES	YES
6	DB 698	352	YES	NO
7	ORB 2260	363	YES	NO
8	ORB 2883	819	YES	NO
9	ORB 2978	462	YES	NO
10	ORB 3184	514	YES	NO
12	ORB 2397	686	YES	NO
13	ORB 3211	661	YES	YES

PRISM SURVEYING, INC.
LICENSED BUSINESS #7195
17721 62nd Road N.
Loxahatchee, FL 33470



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Non Profit Corporation

J.L. PROPERTY OWNERS ASSOCIATION, INC.

Filing Information

Document Number

741403

FEI/EIN Number

591861705

Date Filed

01/20/1978

State

FL

Status

ACTIVE

Last Event

AMENDED AND RESTATED ARTICLES

Event Date Filed

04/27/2006

Event Effective Date

NONE

Principal Address

3755 BARROW ISLAND RD
JUPITER FL 33477

Changed 02/02/2005

Mailing Address

3755 BARROW ISLAND RD
JUPITER FL 33477

Changed 02/02/2005

Registered Agent Name & Address

ROSS, DEBORAH L
789 SOUTH FEDERAL HWY, SUITE 101
STUART FL 34994 US

Name Changed: 05/12/2004

Address Changed: 04/20/2011

Officer/Director Detail

Name & Address

Title VPD

HENN, SARAH L

16570 RIVERWIND DRIVE
JUPITER FL 33477

Title 2VP

MCGUIRE, DENNIS W
3349 BRIDGEGATE DRIVE
JUPITER FL 33477

Title S

GAMACHE, CAROL
3881 SHEARWATER DRIVE
JUPITER FL 33477

Title P

DIGIOVANNA, CHARLES F
3356 SOUTHERN CAY DRIVE
JUPITER FL 33477

Title T

MEYER, KARL L
3971 SCHOONER PTE DRIVE #103
JUPITER FL 33477

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2011	04/20/2011

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State of Florida, Department of State

2011 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 741403

FILED
Apr 20, 2011
Secretary of State

Entity Name: J.L. PROPERTY OWNERS ASSOCIATION, INC.

Current Principal Place of Business:

3755 BARROW ISLAND RD
JUPITER, FL 33477

New Principal Place of Business:

Current Mailing Address:

3755 BARROW ISLAND RD
JUPITER, FL 33477

New Mailing Address:

FEI Number: 59-1861705 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ROSS, DEBORAH L
759 SOUTH FEDERAL HWY, SUITE 212
STUART, FL 34994 US

Name and Address of New Registered Agent:

ROSS, DEBORAH L
789 SOUTH FEDERAL HWY, SUITE 101
STUART, FL 34994 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DEBORAH ROSS

04/20/2011

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: VPD
Name: HENN, SARAH L
Address: 16570 RIVERWIND DRIVE
City-St-Zip: JUPITER, FL 33477

Title: 2VP
Name: MCGUIRE, DENNIS W
Address: 3349 BRIDGEGATE DRIVE
City-St-Zip: JUPITER, FL 33477

Title: S
Name: GAMACHE, CAROL
Address: 3881 SHEARWATER DRIVE
City-St-Zip: JUPITER, FL 33477

Title: P
Name: DIGIOVANNA, CHARLES F
Address: 3356 SOUTHERN CAY DRIVE
City-St-Zip: JUPITER, FL 33477

Title: T
Name: MEYER, KARL L
Address: 3971 SCHOONER PTE DRIVE #103
City-St-Zip: JUPITER, FL 33477

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHARLES F. DIGIOVANNA

P

04/20/2011

Electronic Signature of Signing Officer or Director

Date



PALM BEACH COUNTY
CERTIFICATE OF SELF INSURANCE COVERAGE
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Date Issued
March 22, 2011

INSURED: PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS EMPLOYEES, AGENTS AND OFFICIALS	SELF INSURED ACCOUNT NO. 103 ADMINISTERED BY: Gallagher Bassett Insurance Services, Inc.
--	--

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> (X) Comprehensive (X) Premises/Operations (X) Products/Completed Operations (X) Contractual (X) Independent Contractors (X) Broad Form Property Damage (X) Personal Injury (X) Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S. 768.28 F.S.
<u>AUTOMOBILE LIABILITY</u> (X) Any Auto () All Owned Autos (Please Passenger Autos) () All Owned Autos (Other than Private Passenger) (X) Hired Autos (X) Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S. 768.28 F.S.
<u>WORKERS COMPENSATION</u> (X) INCLUDING EMPLOYERS LIABILITY	1/1/99	Until canceled or revoked	WC Statutory Limits 100/500/100 Self-Insured in accordance with S. 440 F.S.
<u>BLANKET DISHONESTY BOND</u> (Including faithful performance, money & securities & depositors forgery)	11/1/90	Until canceled or revoked	\$25,000 Per Occurrence Self-Insured in accordance with S. 768.28 F.S.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:
Re: All Operations of the Palm Beach County Board of County Commissioners

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.

CERTIFICATE HOLDER

Information Purposes Only

Nancy L. Bolton

NANCY L. BOLTON, DIRECTOR