

Agenda Item #: **34-11**

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

---

<b>Meeting Date:</b>	<b>November 15, 2011</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>

---

**Department:** **Facilities Development & Operations**

---

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

**A)** a Drainage Easement in favor of the American Orchid Society, Inc. for storm water drainage; and

**B)** an Access Easement in favor of the American Orchid Society, Inc. for ingress/egress through a portion of Morikami Park.

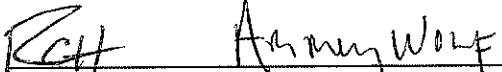
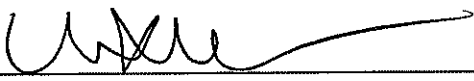
**Summary:** On June 20, 1995, Palm Beach County entered into a Use & Management Agreement (R95-824D) with the American Orchid Society, Inc. (AOS) whereby the orderly development of Morikami Park and the adjacent AOS Property could occur in the best interest of both parties. The Use & Management Agreement (Agreement) requires the County to grant AOS easements for access and storm water drainage across the park property at no charge. AOS is currently selling its property and desires to obtain the easements to document their legal access and drainage of the site. The drainage easement area is 10 feet wide, is approximately 323 feet long, and covers 3228 square feet (.07 acre). The access easement meanders over an area roughly 30 to 130 feet in width, is almost 357 feet in length, and covers 13,117 square feet (.301 acre). Both easements will be recorded to provide public notice of their existence. **(PREM) District 5 (HJF)**

**Background and Justification:** The American Orchid Society property lies adjacent to Morikami Park approximately .3 mile west of Jog Road and adjacent to Morikami Park Road in western Delray Beach. In 1995, AOS and County entered into a Use and Management Agreement which acknowledged the development of the AOS site and memorialized the County's acceptance of AOS storm water outfall into the Park and also allowed for access through a portion of the Park property to the AOS site. The AOS is currently trying to sell its property and wishes to finalize the drainage and access easements to ensure that the AOS site has legal access and drainage. Upon approval by the BCC the easements will be recorded in the public records of Palm Beach County.

**Attachments:**

1. Location Map
2. Drainage Easement
3. Access Easement

---

<b>Recommended By:</b>	 <b>Department Director</b>	<b>10/29/11</b> <b>Date</b>
<b>Approved By:</b>	 <b>County Administrator</b>	<b>11/8/11</b> <b>Date</b>

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0 * 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:

*The grantee is responsible for all maintenance, repairs and restoration of the property*

OFMB *[Signature]* 11/3/11  
*[Signature]* 11/3/11

*[Signature]* 11/8/11  
Contract Development and Control  
11-7-11 B. Wheeler

### B. Legal Sufficiency:

*[Signature]* 11/8/11  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

T46

T

T47



LOCATION MAP

PREPARED BY AND RETURN TO:  
Peter Banting, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Property Control Number: 00-42-46-27-00-000-7190\_\_

### **DRAINAGE EASEMENT**

**THIS IS AN EASEMENT** made\_\_\_\_\_, granted by **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, in favor of the **AMERICAN ORCHID SOCIETY, INC.**, a New York not-for-profit corporation ("Grantee"), whose address is 16700 AOS Lane, Delray Beach, FL 33446.

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

**WHEREAS**, Grantee is the owner of the property described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property"); and

**WHEREAS**, Grantee has requested that County grant Grantee a storm water drainage easement over the County Property to serve the Benefitted Property ("Easement"); and

**WHEREAS**, County has agreed to grant Grantee the Easement over the Easement Premises.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grant of Easement. County does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Easement Premises to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect underground storm water drainage distribution facilities, control structures, and all appurtenances thereto, for storm water drainage into the

County's surface water management lake as permitted by South Florida Water Management District Permit Number 50-03899-P-02.

3. Maintenance, Repair and Restoration. Grantee shall be solely responsible for and shall, at all times, maintain in good condition and repair all improvements constructed within the Easement Premises pursuant to this Easement, and restore the Easement Premises if necessary, at its sole cost and expense, unless said repairs are needed due to the acts of County or of third parties permitted to utilize the Easement Premises pursuant to Section 11 herein. Additionally, in the event Grantee abandons or ceases to use the Easement granted hereby, Grantee 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.

4. Protection of Improvements. Grantee acknowledges that certain above ground and underground improvements have been constructed by County within the Easement Premises or County's adjoining property. Accordingly, Grantee covenants that it will protect all such improvements and any improvements made by County in the future, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees, and landscaping which have been or may be placed in the Easement Premises.

5. Other Obligations. Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with County's use of the Easement Premises or County's adjoining property.

6. Extinguished by Abandonment. If the Grantee, its successors or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

7. Personal Property. County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

8. Prohibition Against Liens. Neither County's nor Grantee's interest in the Easement Premises, nor County's interest in the adjoining property, shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County's adjoining property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

9. Insurance. Grantee 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, Three Million Dollars (\$3,000,000) 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. Coverage shall be provided on a primary basis. Any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability insurance in an aggregate amount of One Million Dollars (\$1,000,000).

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 19 below prior to the commencement of work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee is responsible for ensuring that any contractor or subcontractor performing work within the Easement Premises on Grantee's behalf has and maintains insurance coverage as required herein.

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

10. Covenant Running with Land. 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 Benefitted Property or the County Property.

11. Rights Retained by County. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises, and the right to grant to third parties additional easements in the Easement Premises so long as such County or third-party use does not interfere with Grantee's full use and enjoyment of the benefits granted to Grantee hereunder.

12. Indemnification. Grantee, 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 and use of this Easement by any person whomsoever including, without limitation, loss of life, personal injury and/or damage to property, arising from or as a result of any occurrence in or upon the Easement Premises in connection with the use or operation of the Benefitted Property, the County Property or otherwise. Notwithstanding the above, Grantee's indemnification shall not extend to actions by County or by any third parties who are acting under rights granted to them pursuant to Section 11 herein.

13. No Dedication. This Easement is for the use and benefit of Grantee, 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 for public use.

14. Time of Essence. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

15. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, familial status, marital status, or gender identity or expression, age, or sexual orientation be excluded from the benefits of, or be

subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

16. Construction. 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 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 holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

17. Entire Understanding. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement.

18. Assignment. This Easement is an easement appurtenant to the Benefitted Property and may not be transferred or assigned separately or apart from the Benefitted Property.

19. Notices. All notices, consents, approvals, 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 (provided in each case a receipt is obtained), 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 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 designate 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:

(a) County:

Palm Beach County  
Property & Real Estate Management Division

Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Telephone: 561-233-0217  
Fax: 561-233-0210

With a copy to:

County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Telephone: 561-355-2225  
Fax: 561-355-4398

- (b) Grantee:  
American Orchid Society, Inc.  
Attention: Chris R. Rehman, President  
16700 AOS Lane  
Delray Beach, FL 33446  
Telephone: 561-404-2010  
Fax: 561-404-2034

With a copy to:  
Gregory S. Kino, Esq.  
Casey, Ciklin, Lubitz, Martens & O'Connell  
515 N. Flagler Drive, 20<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Telephone: 561-832-5900  
Fax: 561-833-4209

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.

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

21. Default. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement and fails to cure such failure or refusal to perform after receipt of written notice from the County providing a thirty (30) day time frame to cure, County shall have any specific remedy set forth in this Easement, or, if a specific remedy is not set forth in this Easement, County shall have, in addition to any other remedies provided at law or in equity, the right to specific performance thereof.

22. Governing Law & Venue. 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 Palm Beach County, Florida.

23. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

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

Signed, sealed, and delivered  
in the presence of:

Loretta G. Rehmann  
Witness Signature

Loretta G. Rehmann  
Print Witness Name

Deborah A. Maccarella  
Witness Signature

Deborah Maccarella  
Print Witness Name

GRANTEE:  
AMERICAN ORCHID SOCIETY, INC.,  
a New York not-for-profit corporation

By: Chris R. Rehman  
Chris R. Rehman, President

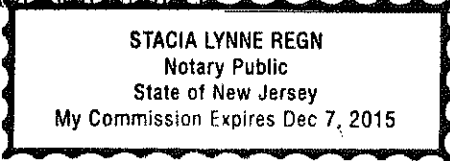
(SEAL)  
corporation not for profit

STATE OF NJ  
COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 20 day of October, 2011, by Chris R. Rehman, the President, of American Orchid Society, Inc., a New York not-for-profit corporation ( ) who is personally known to me OR ( ) who has produced NJ Drivers License as identification and who (X) did ( ) did not take a oath.

(Notary Seal)

Stacia Lynne Regn  
Notary Public, State of NJ  
Stacia L Regn  
Type, print or stamp name

Commission Number:                       


ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

COUNTY:

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

By: \_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

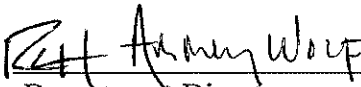
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

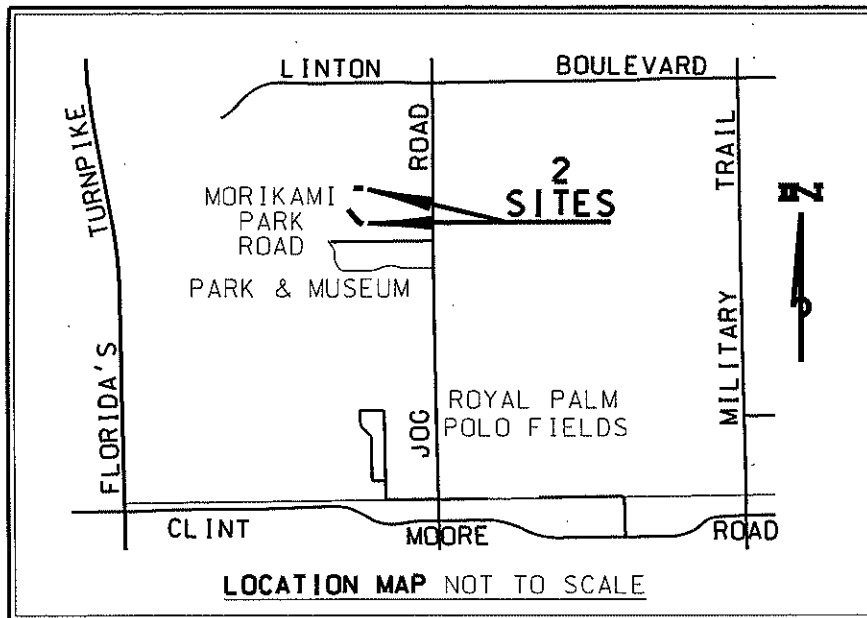
By:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Department Director

\\FDO-FS\common\PREM\Dev\Open Projects\PR-Morikami\American Orchid Society\Drainage Easement.005.HF  
app.092711.clean.doc

# **EXHIBIT "A"** **COUNTY PROPERTY** **EASEMENT PREMISES**



## **LEGAL DESCRIPTION** **(10 FOOT WIDE DRAINAGE EASEMENT)**

A PARCEL OF LAND 10.00 FEET IN WIDTH FOR DRAINAGE EASEMENT PURPOSES LYING WITHIN A PORTION OF THE WEST HALF (W 1/2), OF THE SOUTHWEST QUARTER (SW 1/4), OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHWEST QUARTER (SW 1/4), OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; SAID EASEMENT BEING 10 FEET IN WIDTH, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF (E 1/2), OF THE SOUTHWEST QUARTER (SW 1/4), OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 27; THENCE N 00°09'42" E ALONG THE WEST LINE OF THE EAST HALF (E 1/2), OF THE SOUTHWEST QUARTER (SW 1/4), OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 27, ALSO BEING ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 9028, PAGE 1547, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 170.15 FEET TO REFERENCE POINT "A"; THENCE CONTINUE N 00°09'42" E ALONG SAID LINE, A DISTANCE OF 370.53 FEET TO THE POINT OF BEGINNING; THENCE N 88°04'19" W, A DISTANCE OF 102.13 FEET TO THE TERMINUS OF THE EASEMENT HEREIN DESCRIBED.

TOGETHER WITH:

BEGINNING AT THE AFORESAID REFERENCE POINT "A"; THENCE N 55°35'09" W, A DISTANCE OF 58.75 FEET; THENCE N 41°45'06" W, A DISTANCE OF 161.94 FEET TO THE TERMINUS OF THE EASEMENT HEREIN DESCRIBED.

BOTH EASEMENTS COMBINED CONTAIN 3228.2 SQUARE FEET MORE OR LESS.

PROJECT NO. 2011009-11	SHEET: 3	PROJECT: <b>MORIKAMI PARK          AMERICAN ORCHID SOCIETY          DRAINAGE EASEMENT</b>		NO. SCALE: 1"=100' APPROVED: C.S.P. DRAWN: E.A.O. CHECKED: G.W.M. DATE: 7/06/11 FIELD BOOK NO.: N/A	REVISION BY DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS <b>ENGINEERING SERVICES</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-11-3239.DGN	DRAWING NO. S-1-11-3239			

### LEGEND

ORB = OFFICIAL RECORD BOOK  
POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
D.E. = DRAINAGE EASEMENT  
REF. PT. = REFERENCE POINT  
R/W = RIGHT OF WAY  
CL = CENTERLINE  
BRKDN = BREAKDOWN  
PB = PLAT BOOK  
SEC. = SECTION  
PG = PAGE

### SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST AS HISTORICALLY ESTABLISHED BY OBRIEN-SUITER-OBRIEN AND RECITED IN OFFICIAL RECORD BOOK 9028, PAGE 1547 BEARING OF NORTH 00°09'56" EAST (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

BEARING ROTATION EQUATION SURVEY TO GRID (N.A.D. 83/90 ADJUSTMENT)  
0°25'35" COUNTERCLOCKWISE

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH THE BOUNDARY OF SAID ORCHID SOCIETY.

THIS IS NOT A SURVEY.


EASEMENT ALIGNMENT WAS CALCULATED FROM INFORMATION FURNISHED BY PALM BEACH COUNTY PROPERTY AND REAL ESTATE MANAGEMENT DIVISION (10 FOOT DRAINAGE EASEMENT PREPARED BY BRUCE CARTER & ASSOCIATES, INC. FOR THE AMERICAN ORCHID SOCIETY DATED 12/28/00)

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

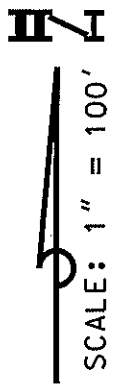
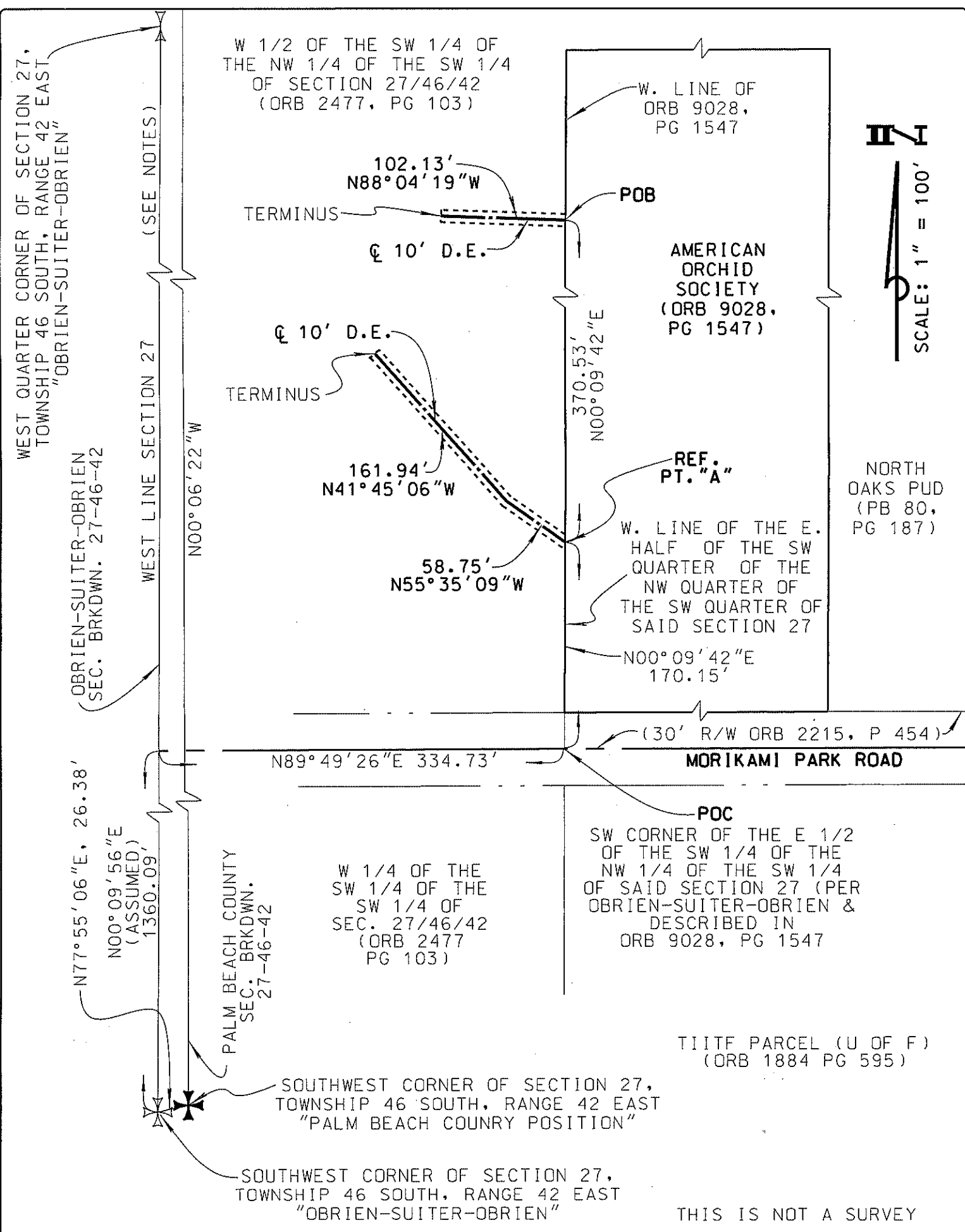
THIS INSTRUMENT PREPARED BY CRAIG S. PUSEY, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON 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.

  
CRAIG S. PUSEY, P.S.M.  
FLORIDA CERTIFICATE # 5019

7/21/11  
DATE



THIS IS NOT A SURVEY

**Exhibit "B"**  
(Benefitted Property)

(Legal Description taken from ORB 9028, Page 1547)

The East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 27, Township 46 South, Range 42 East, Palm Beach County, Florida, Less the South 30 feet thereof for road right of way.

Also described in that certain survey prepared by O'Brien, Suiter & O'Brien, Inc., Engineers, Surveyors, Land Planners, dated January 11, 1995 and known as Order No. 83-31ldb, as:

Commencing at the Southwest Corner of Section 27, Township 46 South, Range 42 East, Palm Beach County, Florida, as said Southwest Corner has been used historically, by O'Brien, Suiter & O'Brien, Inc., Land Surveyors, and by Florida Surveying and Mapping, Inc., for the survey of Morikami Park and fits the occupation in said Section 27, as referred to in Official Record 4534, Page 743 of the Public Records of Palm Beach County, Florida; thence N. 00° 09' 56" E., on an assumed bearing, along the West line of said Section 27, a distance of 1360.09 feet to the Southwest Corner of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27; thence N. 89° 49' 26" E., along the South line of said Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 27, a distance of 334.73 feet to the Southwest Corner of the East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27 and the Point of Beginning; thence continue N. 89° 49' 26" E., along the South line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4), a distance of 334.73 feet to the Southeast Corner thereof; thence N. 00° 09' 29" E., along the East line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27, a distance of 680.15 feet to the Northeast Corner thereof; thence S. 89° 48' 53" W., along the North line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 27, a distance of 334.69 feet to the Northwest Corner thereof; thence S. 00° 09' 42" W., along the West line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27, a distance of 680.10 feet to the Point of Beginning.

Less the South 30 feet thereof for Road Right of Way.

Property Control No: 00 42 46 27 00 000 7160



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: J2  
DATE (MM/DD/YYYY)  
10/19/11

Approved by Risk Management

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pritchards & Associates, Inc. 1802 S Parrott Ave Okeechobee, FL 34974-6179 Peggy Brady	863-763-7711 863-763-5629	CONTACT NAME: Rachel Williams PHONE (A/C, No, Ext): 863-763-7711 FAX (A/C, No): 863-763-5629 E-MAIL: rwilliams@pritchardsinc.com PRODUCER CUSTOMER ID #: AMER-14
INSURED American Orchid Society 16700 A.O.S. Lane Delray Beach, FL 33446		INSURER(S) AFFORDING COVERAGE INSURER A: American States Insurance INSURER B: Zenith Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 19704

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	01CH5280545	06/15/11	06/15/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		01XS16202410	06/15/11	06/15/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Z069516204	01/01/11	01/01/12	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section		01CH5280545	06/15/11	06/15/12	
A	Crime		01CH5280545	06/15/11	06/15/12	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Palm Beach County Board of Commissioners c/o FD & O/Prem is listed as additional insured in regards to the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

PALM-15  Palm Beach County Board of Commissioners c/o FD & O/Prem 2633 Vista Parkway West Palm Beach, FL 33411-5605	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

PREPARED BY AND RETURN TO:  
Peter Banting, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Property Control Number: 00-42-46-27-00-000-7190

### **ACCESS EASEMENT**

**THIS IS AN EASEMENT** made this \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 301 N. Olive Avenue, West Palm Beach, FL 33401 and **AMERICAN ORCHID SOCIETY, INC.**, a New York not-for-profit corporation ("Grantee"), whose address is 16700 AOS Lane, Delray Beach, FL 33446.

### **RECITALS**

**WHEREAS**, County owns the property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "County Property"); and

**WHEREAS**, Grantee is the owner of the property described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property"); and

**WHEREAS**, Grantee has requested that County grant Grantee an access easement over the County Property to serve the Benefitted Property ("Easement"); and

**WHEREAS**, County wishes to provide to Grantee, its successors and assigns, the non-exclusive Easement and rights of access for access, ingress and egress to and from Benefitted Property.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantee and County hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grant of Easement. The County does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive appurtenant easement for the purposes of access, ingress and egress to the Benefitted

Property and the facilities located thereon, including but not limited to vehicular and pedestrian traffic, over and upon the real property legally described in Exhibit "A" (the "Easement Area"). Grantee's use and enjoyment of and interest in the Easement Area are and shall be strictly limited to that specifically granted herein. Grantee 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 County's property adjoining the Easement Area. County acknowledges that Grantee has unrestricted access over the Easement Area.

3. Wall Sign Encroachment. The parties acknowledge that Grantee's existing 5' wall sign encroaches into the Easement Area. The wall sign shall be allowed to remain in its present location for so long as Grantee maintains the wall sign and keeps it in good condition and repair. In the event Grantee replaces the wall sign, or if the wall sign requires repair that constitutes replacement pursuant to the then current County code requirements, the replacement wall sign shall not be allowed to encroach into County Property and shall be relocated to within the Benefitted Property and constructed according to the then current County code requirements. In the event the wall sign is replaced, Grantee shall promptly remove the encroaching wall from the Easement Area and restore any affected County Property at Grantee's sole cost and expense.

4. Maintenance, Repair and Restoration. Grantee shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Area and all improvements constructed therein unless such repairs are needed due to the acts of County. Additionally, Grantee shall promptly repair, replace and/or restore County's property adjoining the Easement Area, if damaged by Grantee's maintenance and repair work, to the condition such adjoining property was in prior to any maintenance or repair of the Easement Area or improvements located therein, using materials of like kind and quality including earth, fill and landscaping

5. Protection of Improvements. Grantee acknowledges that certain above ground and underground improvements have been constructed by County within the Easement Area or County's adjoining property. Accordingly, Grantee covenants that it will protect all such improvements and any improvements made by County in the future, including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees, and landscaping.

6. Other Obligations. Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with County's use of the Easement Area or County's adjoining property.

7. Extinguished by Abandonment. If the Grantee, its successors or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

8. Personal Property. County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Area, including Grantee's existing 5' wall sign located in the Easement Area.

9. Prohibition Against Liens. Neither County's nor Grantee's interest in the Easement Area, nor County's interest in the adjoining property, shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Area, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Area or the County's adjoining property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

10. Insurance. Grantee 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, Three Million Dollars (\$3,000,000) 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 Area, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis. Any contractor or subcontractor performing work within the Easement Area on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability insurance in an aggregate amount of One Million Dollars (\$1,000,000).

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in

the State of Florida and approved by the County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 19 below prior to the commencement of work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee is responsible for ensuring that any contractor or subcontractor performing work within the Easement Area on Grantee's behalf has and maintains insurance coverage as required herein.

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

11. Covenant Running with Land. 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 Benefitted Property or the County Property.

12. Rights Retained by County. County hereby retains all rights relating to the Easement Area not specifically conveyed by this Easement including the right to use the Easement Area and the improvements constructed therein by Grantee so long as County does not interfere with Grantee's full use and enjoyment of the benefits granted to Grantee hereunder.

13. Indemnification. Grantee, 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 and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property, arising from or as a result of any occurrence in or upon the Easement Area in connection with the use or operation of the Benefitted Property, the County Property or otherwise. Notwithstanding the above, Grantee's indemnification shall not extend to actions by County.

14. No Dedication. This Easement is for the use and benefit of Grantee, 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 Area for public use.

15. Time of Essence. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

16. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, age, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Easement.

17. Construction. 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 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 holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

18. Entire Understanding. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement.

19. Assignment. This Easement is an easement appurtenant to the Benefitted Property and may not be transferred or assigned separately or apart from the Benefitted Property.

20. Notices. All notices, consents, approvals, 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 (provided in each case a receipt is obtained), 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 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 designate 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:

(a) County:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Telephone: 561-233-0217  
Fax: 561-233-0210

With a copy to:

County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Telephone: 561-355-2225  
Fax: 561-355-4398

(b) Grantee:

American Orchid Society, Inc.  
Attention: Chris R. Rehman, President  
16700 AOS Lane  
Delray Beach, FL 33446  
Telephone: (561) 404-2010  
Fax: (561) 404-2034

With a copy to: Gregory S. Kino, Esq.  
Casey, Ciklin, Lubitz, Martens & O'Connell  
515 N. Flagler Drive, 20<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Telephone: (561) 832-5900  
Fax: (561) 833-4209

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.

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

22. Default. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement and fails to cure such failure or refusal to perform after receipt of written notice from the County providing a thirty (30) day time frame to cure, County shall have any specific remedy set forth in this Easement, or, if a specific remedy is not set forth in this Easement, County shall have , in addition to any other remedies provided at law or in equity, the right to specific performance thereof.

23. Governing Law & Venue. 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 Palm Beach County, Florida.

24. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

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

Signed, sealed, and delivered  
in the presence of:

Loretta B. Rehmann  
Witness Signature

Loretta B. Rehmann  
Print Witness Name

Deborah A. Maccarella  
Witness Signature

Deborah Maccarella  
Print Witness Name

**GRANTEE:**

AMERICAN ORCHID SOCIETY, INC.,  
a New York not-for-profit corporation

By: Chris R. Rehman  
Chris R. Rehman, President

(SEAL)  
corporation not for profit

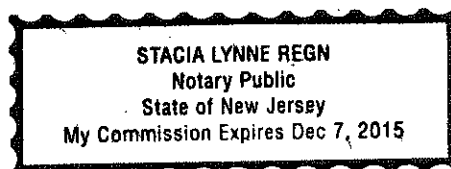
STATE OF NY  
COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 20 day of October, 2011, by Chris R. Rehman, the President, of American Orchid Society, Inc., a New York not-for-profit corporation ( ) who is personally known to me OR ( ) who has produced NY Drivers License as identification and who ( ) did ( ) did not take a oath.

(Notary Seal)

Stacia L. Regn  
Notary Public, State of NY  
Stacia L. Regn  
Type, print or stamp name

Commission Number: \_\_\_\_\_



ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Signed, sealed, and delivered  
in the presence of:

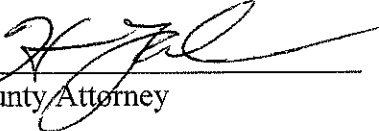
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

COUNTY:

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

By: \_\_\_\_\_  
, Chair

APPROVED AS TO TERMS AND  
CONDITIONS


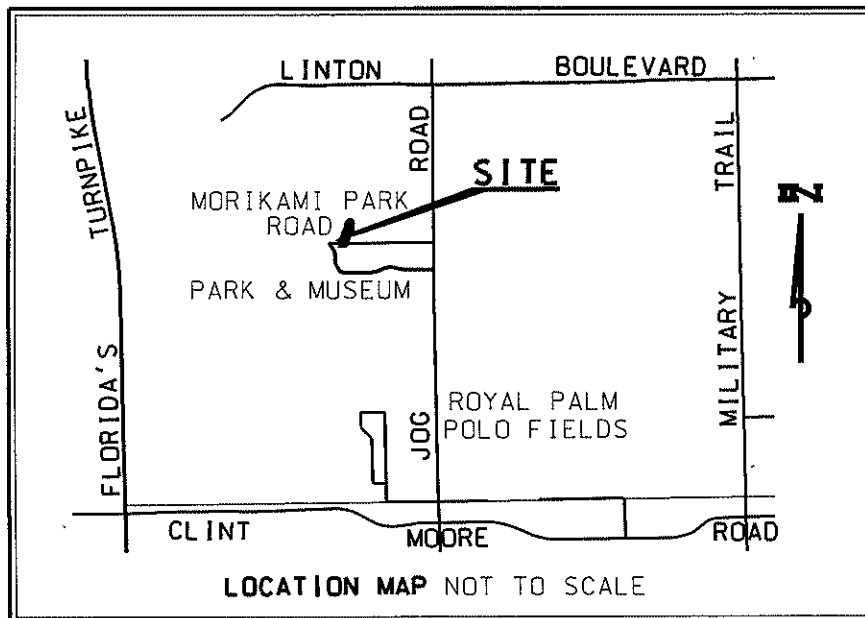
By:   
Department Director

EXHIBIT "A"  
COUNTY PROPERTY  
EASEMENT AREA



LEGAL DESCRIPTION

A STRIP OF LAND FOR INGRESS - EGRESS EASEMENT PURPOSES LYING IN THE SOUTH-WEST QUARTER OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27 AS DETERMINED BY PALM BEACH COUNTY; THENCE NORTH  $00^{\circ}31'57''$  WEST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE 1354.63 FEET; THENCE NORTH  $89^{\circ}23'51''$  EAST DEPARTING SAID SECTION LINE, A DISTANCE OF 161.59 FEET; THENCE NORTH  $00^{\circ}36'09''$  WEST, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MORIKAMI PARK ROAD AS RECORDED IN OFFICIAL RECORD BOOK 2215, PAGE 454, OF THE PALM BEACH COUNTY PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE NORTH  $55^{\circ}26'00''$  EAST DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3.43 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF  $53^{\circ}18'11''$  AND A RADIUS OF 158.00 FEET; THENCE NORTH-EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.99 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF  $41^{\circ}39'15''$  AND A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.70 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF  $56^{\circ}43'19''$  AND A RADIUS OF 46.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 45.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF  $53^{\circ}16'16''$  AND A RADIUS OF 62.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.65 FEET TO A POINT; THENCE NORTH  $49^{\circ}40'00''$  WEST ALONG A RADIAL LINE TO THE PRECEDING CURVE, A DISTANCE OF 6.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF  $07^{\circ}56'25''$  AND A RADIUS OF 68.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.42 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF  $33^{\circ}49'05''$  AND A RADIUS OF 51.00 FEET;

PROJECT:  
**MORIKAMI PARK  
AMERICAN ORCHID SOCIETY  
INGRESS-EGRESS EASEMENT  
(NORTH)**

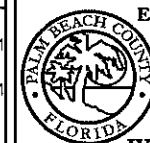
DESIGN FILE NAME  
S-1-11-3253.DGN

DRAWING NO.  
**S-1-11-3253**

DATE  
11/27/11  
CHECKED  
G. W. M.  
APPROVED  
C. S. P.  
DRAWN  
E. A. D.  
SCALE: 1" = 100'  
FIELD BOOK NO.  
N/A

NO.	REVISION	BY	DATE
1	PREM REVISIONS	CWD	10/3/11
1	PREM REVISIONS	CWD	10/2/11

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
**ENGINEERING SERVICES**  
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411



THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.10 FEET TO A POINT ALONG THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 9028, PAGE 1547, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°15'53" EAST ALONG SAID LINE, A DISTANCE OF 135.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A CENTRAL ANGLE OF 70°14'07", A RADIUS OF 34.00 FEET AND WHOSE RADIAL LINE BEARS SOUTH 16°23'55" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.68 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 34°01'59" AND A RADIUS OF 68.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.39 FEET TO A POINT REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 15°20'08" AND A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 43°32'47" AND A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.00 FEET TO A POINT ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MORIKAMI PARK ROAD; THENCE SOUTH 89°23'51" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 0.301 ACRES (13,117 SQUARE FEET) MORE OR LESS.

#### SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF NORTH 00°31'57" WEST ALONG THE WEST LINE OF SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST AS PER THE PALM BEACH COUNTY SECTIONAL BREAKDOWN AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THIS IS NOT A SURVEY.

ALIGNMENT FOR MORIKAMI PARK ROAD AND THE AMERICAN ORCHID SOCIETY PARCEL RECORDED IN OFFICIAL RECORD BOOK 9028, PAGE 1547 SHOWN HEREON IS BASED UPON THE SECTIONAL BREAKDOWN AS HISTORICALLY ESTABLISHED BY OBRIEN-SUITER-OBRIEN.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY CRAIG S. PUSEY, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON 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.

  
CRAIG S. PUSEY, P.S.M.  
FLORIDA CERTIFICATE # 5019

10/12/11  
DATE

MORIKAMI PARK

WEST 1/4  
CORNER OF  
SECTION 27

MORIKAMI PARK  
SE 1/4 OF SECTION 28,  
TOWNSHIP 46 SOUTH,  
RANGE 42 EAST

O'BRIEN - SUITER - O'BRIEN  
SECTION BREAKDOWN  
SECTION 27, TOWNSHIP  
46 SOUTH, RANGE 42 EAST  
PALM BEACH COUNTY SECTION  
BREAKDOWN SECTION 27,  
TOWNSHIP 46 SOUTH,  
RANGE 42 EAST

WEST LINE OF SECTION  
27, TOWNSHIP 46 SOUTH,  
RANGE 42 EAST PER  
PALM BEACH COUNTY POSITION

THIS IS NOT A SURVEY

WEST LINE OF  
PARCEL DESCRIBED  
IN ORB 9028, PG.1547

R = 68.00'  
 $\Delta$  = 07°56'25"  
L = 9.42'

R = 51.00'  
 $\Delta$  = 33°49'05"  
L = 30.10'

N49°40'00"W  
(RADIAL)  
6.00'

R = 62.00'  
 $\Delta$  = 53°16'16"  
L = 57.65'

R = 46.00'  
 $\Delta$  = 56°43'19"  
L = 45.54'

R = 100.00'  
 $\Delta$  = 41°39'15"  
L = 72.70'

R = 158.00'  
 $\Delta$  = 53°18'11"  
L = 146.99'

N55°26'00"E  
3.43'

POINT OF  
BEGINNING

N89°23'51"E  
161.59'

S89°23'51"W  
100.00'

S00°15'53"E  
135.73'

R = 34.00'  
 $\Delta$  = 70°14'07"  
L = 41.68'

S16°23'55"W  
RADIAL LINE

R = 68.00'  
 $\Delta$  = 34°01'59"  
L = 40.39'

R = 190.00'  
 $\Delta$  = 15°20'08"  
L = 50.86'

AMERICAN ORCHID SOCIETY  
(ORB 9028, PG 1547)

R = 100.00'  
 $\Delta$  = 43°32'47"  
L = 76.00'

PARCEL BREAKDOWN BY  
O'BRIEN-SUTTER-O'BRIEN

ORB 2215, PG 454

MORIKAMI PARK ROAD (167 PL S)

ORB 2233, PG 1959  
SOUTH  
R/W LINE

TIIF PARCEL (U OF F)  
(ORB 1884 PG 595)

W 1/4 OF THE  
SW 1/4 OF THE  
SW 1/4  
(ORB 2477 PG 103)

32' INGRESS-EGRESS EASEMENT  
(SEE PALM BEACH COUNTY  
DRAWING S-1-11-3226)

#### LEGEND

ORB = OFFICIAL  
RECORD BOOK  
PG. = PAGE  
I/E = INGRESS-  
EGRESS  
EASEMENT  
R/W = RIGHT OF  
WAY

R = RADIUS  
 $\Delta$  = CENTRAL ANGLE  
L = ARC LENGTH  
TIIF = TRUSTEES OF THE  
INTERNAL  
IMPROVEMENT FUND  
U OF F = UNIVERSITY OF  
FLORIDA

EXISTING ROAD

MORIKAMI PARK

POINT OF  
COMMENCEMENT  
SW CORNER OF  
SECTION 27,  
TOWNSHIP 46  
SOUTH, RANGE  
42 EAST, PALM  
BEACH COUNTY  
PUBLISHED  
POSITION

S77°29'31"W  
26.38'

SW CORNER  
SECTION 27,  
TOWNSHIP 46  
SOUTH, RANGE 42  
EAST PER O'BRIEN-  
SUITER-O'BRIEN

N00°15'39"W  
1360.09'

N00°31'57"W  
1354.63'

ORB 2233,  
PG 1963

II I

SCALE: 1" = 100'

19.36'

N00°36'09"W  
30.00'

NORTH R/W  
ORB 2215,  
PG 454

**Exhibit "B"**  
(Benefitted Property)

(Legal Description taken from ORB 9028, Page 1547)

The East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 27, Township 46 South, Range 42 East, Palm Beach County, Florida, Less the South 30 feet thereof for road right of way.

Also described in that certain survey prepared by O'Brien, Suiter & O'Brien, Inc., Engineers, Surveyors, Land Planners, dated January 11, 1995 and known as Order No. 83-311db, as:

Commencing at the Southwest Corner of Section 27, Township 46 South, Range 42 East, Palm Beach County, Florida, as said Southwest Corner has been used historically, by O'Brien, Suiter & O'Brien, Inc., Land Surveyors, and by Florida Surveying and Mapping, Inc., for the survey of Morikami Park and fits the occupation in said Section 27, as referred to in Official Record 4534, Page 743 of the Public Records of Palm Beach County, Florida; thence N. 00° 09' 56" E., on an assumed bearing, along the West line of said Section 27, a distance of 1360.09 feet to the Southwest Corner of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27; thence N. 89° 49' 26" E., along the South line of said Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 27, a distance of 334.73 feet to the Southwest Corner of the East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27 and the Point of Beginning; thence continue N. 89° 49' 26" E., along the South line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4), a distance of 334.73 feet to the Southeast Corner thereof; thence N. 00° 09' 29" E., along the East line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27, a distance of 680.15 feet to the Northeast Corner thereof; thence S. 89° 48' 53" W., along the North line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Section 27, a distance of 334.69 feet to the Northwest Corner thereof; thence S. 00° 09' 42" W., along the West line of the said East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) of the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W. 1/4) of said Section 27, a distance of 680.10 feet to the Point of Beginning.

Less the South 30 feet thereof for Road Right of Way.

Property Control No: 00 42 46 27 00 000 7160



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: J2

DATE (MM/DD/YYYY)

10/19/11

Approved by Risk Management

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pritchards & Associates, Inc. 1802 S Parrott Ave Okeechobee, FL 34974-6179 Peggy Brady	863-763-7711 863-763-5629	CONTACT NAME: Rachel Williams PHONE (A/C, No, Ext): 863-763-7711 FAX (A/C, No): 863-763-5629 E-MAIL ADDRESS: rwilliams@pritchardsinc.com PRODUCER CUSTOMER ID #: AMER-14
INSURED American Orchid Society 16700 A.O.S. Lane Delray Beach, FL 33446	INSURER A: American States Insurance INSURER B: Zenith Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19704

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		01CH5280545	06/15/11	06/15/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$			01XS16202410	06/15/11	06/15/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Z069516204	01/01/11	01/01/12	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			01CH5280545	06/15/11	06/15/12	
A	Crime			01CH5280545	06/15/11	06/15/12	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Palm Beach County Board of Commissioners c/o FD & O/Prem is listed as additional insured in regards to the General Liability policy.

## CERTIFICATE HOLDER

PALM-15

Palm Beach County Board of Commissioners c/o FD & O/Prem  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lawell H. Pritchard

© 1988-2009 ACORD CORPORATION. All rights reserved.