## PALM BEACH COUNTY <br> BOARD OF COUNTY COMMISSIONERS <br> AGENDA ITEM SUMMARY

| Meeting Date: | April 17, 2012 | [X] Consent <br> [ ] Ordinance | [ ] Regular <br> [ ] Public Hearing |
| :---: | :---: | :---: | :---: |
| Department: | Facilities | rations |  |

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Flowage and Drainage Easement in favor of Sannlor Properties II, LLC.


#### Abstract

Summary: Morikami Park (Park) is located on Jog Road in western Delray Beach between Linton Boulevard and Clint Moore Road. Sannlor Properties II, LLC (Sannlor) owns a 5 acre site adjacent to the Park which it recently purchased from the American Orchid Society. Sannlor is redeveloping the site as a daycare and private school serving autistic children. Currently, the site drains into an existing lake on County property pursuant to a drainage easement ( R 2011 -1785) granted as required by a Use and Management Agreement entered into with the Orchid Society (R95-824D), but does not have legal positive outfall as required by the County's Unified Land Development Code. A Flowage and Drainage Easement is required to allow storm water to flow through the existing lake and through a connection to the LWDD L-37 Canal. Sannlor will have the right to construct and maintain an underground pipe across currently undeveloped park property connecting to the canal. In the event the Easement has to be relocated in the future because of further Park development, Sannlor will be required to pay the County for all expenses associated with the pipe relocation. The lake area is approximately 142,501 square feet ( 3.27 acres), and the pipe area is $15^{\prime}$ wide, $436^{\prime}$ long, and contains approximately 6,542 square feet ( .15 acre ). This Easement is being granted at no charge since the original intent of the Use and Management Agreement in 1995 was to facilitate drainage from the Sannlor property into the Park's storm water drainage system. (PREM) District 5 (HJF)


Background and Justification: On June 20, 1995, Palm Beach County entered into a Use \& Management Agreement (R95-824D) with the American Orchid Society, Inc. (AOS) providing for the cooperative development of development of adjacent AOS property. The Use and Management Agreement required the County to grant AOS easements for access and storm water drainage across Morikami Park Property to a lake located on Park property, all at no charge (R2011-1785 \& R20111786). AOS recently completed a sale of its property to Sannlor Properties II, LLC (Sannlor). Sannlor is redeveloping the site for use as a daycare and private school serving autistic children and is currently in the Zoning approval process. A County Land Development condition requires Sannlor to have legal positive outfall for their property. This Flowage and Drainage Easement will accommodate Sannlor's request to provide an easement for flowage through the lake and drainage from the lake to the L-37 canal, thereby providing legal positive outfall. This Easement allows the County to relocate the Easement and requires Sannlor, or any future owner of the 5 acre tract, to pay the County for any expenses incurred in connection with the relocation.

## Attachments:

1. Location Map
2. Flowage and Drainage Easement


## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

B. Recommended Sources of Funds/Summary of Fiscal Impact: * No fiscal impact.
C. Departmental Fiscal Review: $\qquad$

## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

B. Legal Sufficiency:

C. Other Department Review:

[^0]This summary is not to be used as a basis for payment.


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

## FLOWAGE AND DRAINAGE EASEMENT

THIS IS AN EASEMENT made $\qquad$ 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 SANNLOR PROPERTIES II, LLC, a Florida limited liability company ("Grantee"), whose address is 4557 White Cedar Lane, Delray Beach, FL 33445.

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

WHEREAS, County owns the property described in Exhibit " $B$ " (hereinafter the "Drainage Easement Premises"); and

WHEREAS, the Flowage Easement Premises and the Drainage Easement Premises shall collectively be referred to as the "Easement Premises" or "County Property"; and

WHEREAS, Grantee is the owner of the property described in Exhibit "C" 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 and flowage 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 Flowage Easement. County does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement over, upon, under, through, and across the Flowage Easement Premises solely for the flowage of storm water originating from the Benefitted Property.
3. Grant of Drainage Easement. County does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Drainage 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 from the Benefitted Property flowing through the Flowage Easement Premises. All storm water drainage through the Drainage Easement Premises shall be piped underground. Grantee shall not allow an open ditch to remain in the Drainage Easement Premises following construction. Grantee shall obtain County's written approval of the drainage plans prior to Grantee's submittal to South Florida Water Management District for a drainage permit or any modification thereof.
4. No Increase of Storm Water Storage Capacity. Nothing herein shall grant Grantee the right to increase the drainage capacity of the Flowage Easement Premises or construct improvements in the Drainage Easement Premises that would allow for an increase in drainage from the Benefitted Property as provided for and permitted by South Florida Water Management District Permit Number 50-03899-P-02, without first obtaining County's written consent which consent may be granted or denied at County's sole discretion.
5. Relocation. In the event County's adjacent property is redeveloped and County requires the drainage and lake system within the Easement Premises to be relocated to another portion of County's adjacent property as part of the redevelopment, County shall be responsible for performing all work associated with the relocation, but Grantee shall be solely responsible for all costs associated with the relocation of the storm water drainage improvements located within the Drainage Easement Premises. County and Grantee shall amend this Easement to address the relocation of the Easement Premises.
6. 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 Drainage Easement Premises pursuant to this Easement, and restore the Drainage 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 Drainage Easement Premises pursuant to Section 14 herein. Additionally, in the event Grantee abandons or ceases to use the Easement granted hereby, Grantee shall promptly repair, replace and/or restore the Drainage 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.
7. Protection of Improvements. Grantee acknowledges that certain above ground and underground improvements have been constructed by County within the Drainage 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 22 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.
13. 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.
14. 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.
15. Indemnification. Grantee, it 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 14 herein.
16. 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.
17. 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.
18. 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 conducted pursuant to this Easement.
19. 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.
20. 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.
21. 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.
22. 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:

Sannlor Properties II, LLC
Attention: Sandra C. Slomin, Manager
4557 White Cedar Lane
Delray Beach, FL 33445
Telephone: 561-289-4274
Fax: 561-865-8902
With a copy to:
Samuel J. Cantor, P.A.
Attn: Samuel J. Cantor, Esq.
2499 Glades Road, Suite 210
Boca Raton, FL 33431
Telephone: 561-982-9555
Fax: 561-982-9539

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.
23. 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.
24. 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.
25. 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 a state court of competent jurisdiction in Palm Beach County, Florida.
26. 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:

GRANTEE:
SANNLOR PROPERTIES II, LLD, a Florida limited liability company


STATE OF Florida
COUNTY OF Palm Beach
The foregoing instrument was acknowledged before me this $\qquad$ ph February, 2012 , by Sandra. Slomin, Manager, Sannlor Properties, II, LLC, a Florida limited liability company ( C) who is personally known to me OR (_) who has produced ___ as identification and who (__) did (___) did not take an oath.

Type, print or stamp name
Commission Number: $\qquad$

## 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


## COUNTY:

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

By:
Shelley Vana, Chair


# SKETCH OF DESCRIPTION FLOWAGE EASEMENT LYING IN THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST <br> PALM BEACH COUNTY, FLORIDA 

thence south 08.30'39" WEST, 72.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF $25^{\circ} 04^{\prime 2} 24^{\prime \prime}$, AN ARC DISTANCE OF 6.56 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 89.23 FEET, A CENTRAL ANGLE OF 157.31'38', AN ARC DISTANCE OF 245.33 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $29^{\circ} 51^{\prime} 34^{\prime \prime}$, AN ARC DISTANCE OF 13.03 FEET TO A POINT OF REVERSE CURVATURE WITH a CURVE CONCAVE TO THE TO THE SOUTHWEST;
thence northwesterly along the arc of said curve having a radius of 91.31 FEET, A CENTRAL ANGLE OF $83^{\circ} 01^{\prime} 57^{\prime \prime}$, AN ARC DISTANCE OF 132.33 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST;
thence northwesterly along the arc of said curve having a radius of 119.45 FEET, A CENTRAL ANGLE OF $67^{\circ} 37^{\prime} 50^{\prime \prime}$, AN ARC DISTANCE OF 141.00 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST;
thence northeasterly along the arc of said curve having a radius of 25.00 FEET, A CENTRAL ANGLE OF $23^{\circ} 53^{\prime} 23^{\prime \prime}$, AN ARC DISTANCE OF 10.42 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST;
thence northeasterly along the arc of said curve having a radius of 118.71 FEET, A CENTRAL ANGLE OF 66.27'47", AN ARC DISTANCE OF 137.70 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 86.30 FEET, A CENTRAL ANGLE OF $79^{\circ} 13^{\prime \prime} 52^{\prime \prime}$, AN ARC DISTANCE OF 119.34 FEET TO A POINT of COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $30^{\circ} 08^{\prime} 48^{\prime \prime}$, AN ARC DISTANCE OF 10.52 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST;
thence northeasterly along the arc of said curve having a radius of 214.00 FEET, A CENTRAL ANGLE OF $43^{\circ} 44^{\prime} 20^{\prime \prime}$, AN ARC DISTANCE OF 163.36 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;
PROJECT NO: 11-0947


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| REV/SED | MDR | $03 / 8 / 12$ |  | $M D R$ |
| REVISED DESCRIPTION | MDR | $02 / 28 / 12$ |  | $M D R$ |
| SKETCH OF DESCRIPTION | MDR | $01 / 20 / 12$ |  | $M D R$ |
| REVISIONS | DWN | $D A T E$ | $F B / P G$ | CHKD |

# SKETCH OF DESCRIPTION <br> FLOWAGE EASEMENT <br> LYING IN THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST PALM BEACH COUNTY, FLORIDA 

THENCE NORTHEASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 81.39 FEET, A CENTRAL ANGLE OF 163.51'53', AN ARC DISTANCE OF 232.77 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $34^{\circ} 01^{\prime} 22^{\prime \prime}$, AN ARC DISTANCE OF 118.76 FEET TO THE POINT OF BEGINNING;

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 142,501.73 SQUARE FEET (3.27 ACRES), MORE OR LESS.

## SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS \& ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 27,

TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE IS ASSUMED TO BEAR NORTH OO'09'56" EAST.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
5. THE STATE PLANE COORDINATES SHOWN HEREON CONFORM TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, EAST ZONE ON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT AS ESTABLISHED, ADOPTED AND PUBLISHED BY THE PALM BEACH COUNTY SURVEY SYSTEM. THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON PALM BEACH COUNTY SURVEY SECTION CONTROL POINTS AND ARE DERIVED FROM FIELD MEASUREMENTS. DISTANCES ARE GROUND DISTANCES. SCALE FACTOR USED FOR STATE PLANE COORDINATES IS 1.0000299.

## LEGEND:

ORB OFFICIAL RECORD BOOK
PG PAGE
PBCR PALM BEACH COUNTY RECORDS
D
$\angle \quad$ ARC DISTANCE

PROUECT NO: 11-0947
FILE NAME: X: |CAD|SURVEY $0947 A 00$ AMERICAN ORCHID SOCIETM LLAKE EASEMENT\OG47LAKE.OWG SHEET 3 OF 6 SHEETS

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| REVISED | $M D R$ | $03 / 8 / 12$ |  | $M D R$ |
| REVISED DESCRIPTION | $M D R$ | $02 / 28 / 12$ |  | $M D$ |
| SKETCH OF DESCRIPTION | MDR | $01 / 20 / 12$ |  | $M D R$ |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

CERTIFICATE OF AUTHORIZATION NO. LB 6456 3410 N. Andrews Avenue Ext - Pompano Beach, FI. 33064 PH: 954-943-9433 • FAX: 954-783-4754

## SKETCH OF DESCRIPTION FLOWAGE EASEMENT

## LYING IN THE WEST ONE-HALF OF THE NORTHWEST

ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4)
SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA


MATCHLINE-SEE SHEET 5 OF $\overline{6}$ SHEETS
PROJECT NO: 11-0947
FILE NAME: X: |CAD\SURVEY\O947AOO AMERICAN ORCHID SOCIETY\LAKE EASEMENT\O947LAKE.DWG
SHEET 4 OF 6 SHEETS

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| SKETCH OF DESCRIPTION | MDR | $01 / 20 / 12$ |  | $M D R$ |
| REVISIONS | DWN | DATE | FB/PG | CHKD |






## SKETCH OF DESCRIPTION

``` 15' DRAINAGE EASEMENT
LYING IN THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA
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LEGEND:

| ORB | OFFICIAL RECORD BOOK |
| :--- | :--- |
| $P G$ | PAGE |
| PBCR | PALM BEACH COUNTY RECORDS |
| $R$ | RADIUS |
| $D$ | CENTRAL ANGLE |
| L | ARC DISTANCE |
| (D) | DEED |

(MEAS) MEASURED

LWDD L- 37 CANAL (55' RIGHT-OF-WAY) AS SHOWN ON PLAT OF NORTH OAKS, PUD PB 80, PG 187, PBCR

SOUTH RIGHT-OF-WAY LINE LWDD L-37 CANAL

## SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS \& ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD. 3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST LINE OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE IS ASSUMED TO BEAR NORTH 00.09'56" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.


PROJECT NO: 11-0947
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| SKETCH OF DESCRIPTION | MDR | 01/20/12 |  | MDR |  |
| REVISIONS | DWN | DATE | $F B / P G$ | CHKD |  |



## EXHIBIT "C" BENEFITTED PROPERTY

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. 83311DB, 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. $0^{\circ} 09^{\prime} 56^{\circ}$ 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. $89^{\circ}$ 49' $26^{\prime \prime}$ 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. $89^{\circ} 49^{\prime} 26^{\prime \prime}$ 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. $0^{\circ} 09^{\prime} 29^{\prime \prime}$ 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. $89^{\circ} 48^{\prime} 53^{\prime \prime}$ 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. $0^{\circ} 09^{\prime} 42^{\prime \prime}$ 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.



[^0]:    Department Director

