

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: _____ *W 4-25-12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *L. Biss 5/1/2012* *5/1/12*
Dr. J. Jacobson 5/3/12
 Contract Development and Control
5-2-12 B. Whittle

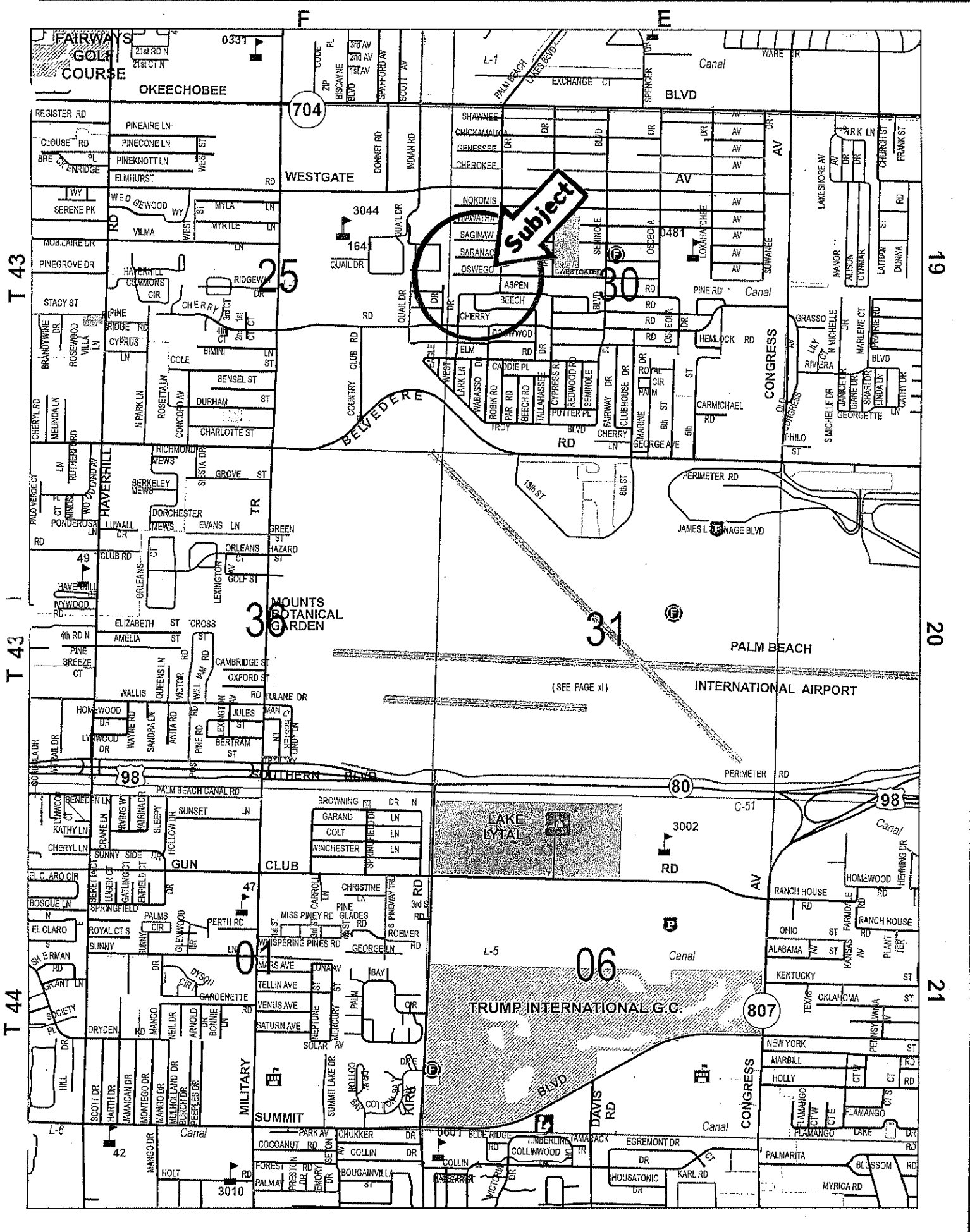
B. Legal Sufficiency:

H. Jal 5/14/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Subject

LOCATION MAP



RESOLUTION NO. 20 _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, PURSUANT TO FLORIDA STATUTE SECTION 125.38, WITHOUT CHARGE AND WITH MINERAL AND PETROLEUM RIGHTS RESERVATION WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Westgate/Belvedere Homes Community Redevelopment Agency, a public agency created by Palm Beach County pursuant to Florida Statutes, Section 163, Part III (“WCRA”), serves in a quasi-independent capacity to promote social and economic development throughout the Westgate Belvedere Homes Community Redevelopment Area I in Palm Beach County; and

WHEREAS, WCRA and Palm Beach County entered into an Interlocal Agreement (R2011-1429) for conveyance of County-owned lots north of the L-2 Canal in order to implement WCRA’s plans to improve the drainage and flooding situation within the Westgate Belvedere Homes Community Redevelopment Area; and

WHEREAS, WCRA has requested that the Board of County Commissioners of Palm Beach County convey the agreed upon lots, which total approximately .58 acres of real property, to WCRA for drainage infrastructure improvement purposes pursuant to the terms of the Interlocal Agreement; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that WCRA is organized for the purpose of promoting community interest and welfare, that the aforementioned use constitutes a use for the community interest and welfare, and that such real property is required for such use and such real property is not needed for County purposes; and

WHEREAS, pursuant to Florida Statute Section 270.11, WCRA has requested that such property be conveyed without reservation of and to release the rights of entry and exploration relating to mineral and petroleum rights; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property reserving phosphate, mineral, metals and petroleum rights but releasing any and all rights of entry and exploration relating to such rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

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

Section 2. Authorization to Convey Real Property

The Board of County Commissioners of Palm Beach County shall convey to WCRA without charge and by County Deed attached hereto and incorporated herein by reference, the real property legally described in such Deed.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Chair
Commissioner Steven L. Abrams, Vice Chairman
Commissioner Karen T. Marcus
Commissioner Paulette Burdick
Commissioner Burt Aaronson
Commissioner Jess R. Santamaria
Commissioner Priscilla A. Taylor

The Chair thereupon declared the resolution duly passed and adopted this ____ day
of _____, 20 ____.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

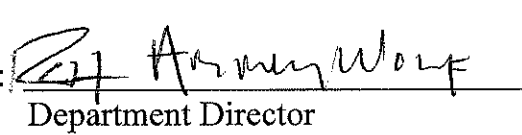
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

\\FDO-FS\common\PREM\Dev\Open Projects\Westgate-Belvedere CRA\Agenda\Resolution.002.HF app.041612.docx

PREPARED BY AND RETURN TO:

Peter Banting
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-43-43-30-03-061-0030; 00-43-43-30-03-061-0150

Closing Date: _____

Purchase Price: N/C

COUNTY DEED

This COUNTY DEED, made _____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, "County", and the **Westgate/Belvedere Homes Community Redevelopment Agency**, a public agency created by Palm Beach County pursuant to Florida Statutes, Section 163, Part III, whose legal mailing address is 1280 North Congress Avenue, Suite 215, West Palm Beach, Florida 33409, "WCRA".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by WCRA, the receipt whereof is hereby acknowledged, has granted, bargained and sold to WCRA, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Lots 3 through 15, Block 61, West Gate Estates, (Northern Section), according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 8, Page 38, less the Lake Worth Drainage District's L-2 Canal Right-of-Way.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ($\frac{3}{4}$) interest in, and title in and to an undivided three-fourths ($\frac{3}{4}$) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ($\frac{1}{2}$) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

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

ATTEST:

**SHARON R. BOCK
CLERK & COMPROLLER**

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: 
Assistant County Attorney

R2011m1429

**INTERLOCAL AGREEMENT BETWEEN THE WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY AND PALM BEACH COUNTY
FOR CONVEYANCE OF LOTS NORTH OF THE L-2 CANAL**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "AGREEMENT", made and entered into this 13 day of SEP 2011, 2011, by and between the Westgate/Belvedere Homes Community Redevelopment Agency, hereinafter referred to as the "WCRA", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY and the WCRA are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the WCRA was created in May of 1989 by the Palm Beach County Board of County Commissioners through the authority of Chapter 163 Part III, of the Florida Statutes and serves in a quasi-independent capacity to promote social and economic development throughout the Westgate Belvedere Homes Community Redevelopment Area; and

WHEREAS, the WCRA desires to improve the drainage and flooding situation within the Westgate Belvedere Homes Community Redevelopment Area by creating new drainage retention areas, and widening the Lake Worth Drainage District's (LWDD) L-2 Canal. The improvements are in accord with the WCRA Redevelopment Plan; and

WHEREAS, On September 13, 2011, the COUNTY executed a Federally Funded Subgrant Agreement, Contract No. 11HM-2Y-10-60-01-014, with the Florida Division of Emergency Management (DEM) for the widening and the improvement of the L-2 Canal hereinafter referred to as the "PROJECT;" and

WHEREAS, the COUNTY desires to cooperate with and assist WCRA in the implementation of the WCRA Redevelopment Plan, subject to the terms and conditions of this Interlocal Agreement; and

WHEREAS, the COUNTY owns Lots 3 through 15 of Block 61 WESTGATE ESTATES, which are included in the plan to widen and improve the L-2 Canal, as shown on Exhibit 'A'; and

WHEREAS, the COUNTY is aware that the LWDD, which has jurisdiction over this portion of the L-2 Canal, has requested an Exclusive Easement Deed conveying the South 28.0 ft. on, over and across the County owned lots to the LWDD (Exhibit "D") for possibly reconstructing the cross sections proposed by the WCRA if it fails to maintain the improvement to the LWDD's satisfaction; and

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the WCRA do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The WCRA agrees:
 - A. To reconstruct the LWDD's L-2 Canal right-of-way within a portion of the Westgate Belvedere Homes Community Redevelopment Area in accordance with the cross sections shown on Exhibit 'B' and 'C' attached hereto and made

a part hereof, and also in accordance with the engineering plans prepared by Keshavarz and Associates, Inc., signed and sealed by Allen T. Green, P.E.

- B. To obtain all required permits and approvals needed for the construction of the L-2 Canal and pay all expenses associated with permitting and construction using WCRA and DEM funds in accordance with Contract No. 11HM-2Y-10-60-01-014.
- C. To assume the responsibility of maintaining that area north and adjacent to the LWDD's L-2 Canal right-of-way, north to the south right of way line of Oswego Avenue, over the lands hereby conveyed by the County.
- D. To assume responsibility for sufficient maintenance to avoid flooding of the roadways covered under the South Florida Water Management Permit for this area, as transferred to WRCA.

3. The COUNTY agrees

- A. To convey to WCRA, by executing a Quit Claim Deed, the entire retention area between the L-2 Canal and the south right of way of Oswego Avenue, over and across Lots 3 through 15 of Block 61 of WESTGATE ESTATES..
- B. To transfer the maintenance responsibility for all storm water drainage systems draining to the existing dry retention area located between Oswego Avenue and the L-2 Canal. The drainage systems are located on the following roadways:
Oswego Ave. from the L-2B Canal to Tallahassee Drive
Saranac Ave. from the L-2B Canal to Tallahassee Drive
Wabasso Dr. from the L-2 Canal to midway between Saranac and Saginaw Ave.
Tallahassee Dr. from the L-2 Canal to midway between Saranac and Saginaw Ave.
This action will require the modification to all existing drainage permits relating to the above area/roadways.
- C. To have the right but not the obligation to maintain the roadways listed in 3.B. above, only as it relates to the adverse drainage of the roadways.

4. Miscellaneous Provisions

- A. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY Palm Beach County Engineering Department
Attention: Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, FL 33416
Phone 561-684-4010

CRA Attention: Elizée Michel, AICP, Executive Director
1280 N. Congress Ave., Suite 215
West Palm Beach FL 33409
Phone 561-640-8181

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

- B. Termination. Once the construction of the PROJECT has commenced, it shall proceed to completion and this AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason of unavailability of sufficient funds for the construction of the PROJECT.
- C. Entire Agreement. This AGREEMENT represents the entire understanding and agreement between the parties with respect to the subject matter hereof.
- D. Binding Effect. All of the terms and provisions of this AGREEMENT, whether so expressed or not, shall be binding upon, effective to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assignors.
- E. Severability. If any part of this AGREEMENT is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- F. Governing Law and Venue. This AGREEMENT and all transactions contemplated by this AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of the laws' principles. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.
- G. Headings. The headings contained in this AGREEMENT are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this AGREEMENT.
- H. Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this AGREEMENT or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own Attorney's fees and costs, including appellate costs.
- I. Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of any subsequent breach or default of any terms and conditions.
- J. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. Effective Date. This AGREEMENT shall be effective as of the date it is executed by the COUNTY.
- L. Indemnification. The County and the WCRA recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statute. To the extent permitted by law, the Board and the WCRA shall indemnify, defend and hold the other harmless against any action, claims and damages arising out of the County's or CRA's negligence in connection with the Project and the use of the funds provided under this Agreement. The forgoing indemnification shall not constitute a waiver of the sovereign immunity beyond the limits set forth in Section 768.28, Florida Statute, nor shall the same be construed to constitute an agreement by

the Board or the WCRA to indemnify each other for the sole negligence, or willful or intentional acts of the other. The forgoing indemnification shall survive the termination of the Agreement.

M. Records. The WCRA shall maintain adequate records to justify all charges, expenses, and costs incurred under this AGREEMENT for at least three (3) years after completion of this AGREEMENT.

N. Palm Beach Office of the Inspector Audit Requirements. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the WCRA's place of business. COUNTY has established the Office of the Inspector General in Ordinance 2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the WCRA, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

O. Default. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

THIS SPACE LEFT BLANK INTENTIONALLY

EXECUTED by the Westgate Belvedere Homes Community Redevelopment Agency this _____ day of _____, 2011.

(Authority Seal)

ATTEST:

WESTGATE CRA

Elizée Michel

Frederick G. Wade

Frederick G. Wade, WCRA Board Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

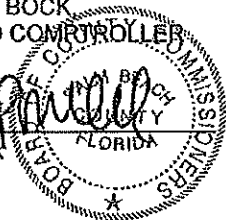
Thomas J. Baird
Thomas J. Baird, Legal Counsel

EXECUTED by COUNTY this _____ day of SEP 13 2011, 2011.
(County Seal)

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

R2011-1429
PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS

Sharon R. Bock
Deputy Clerk



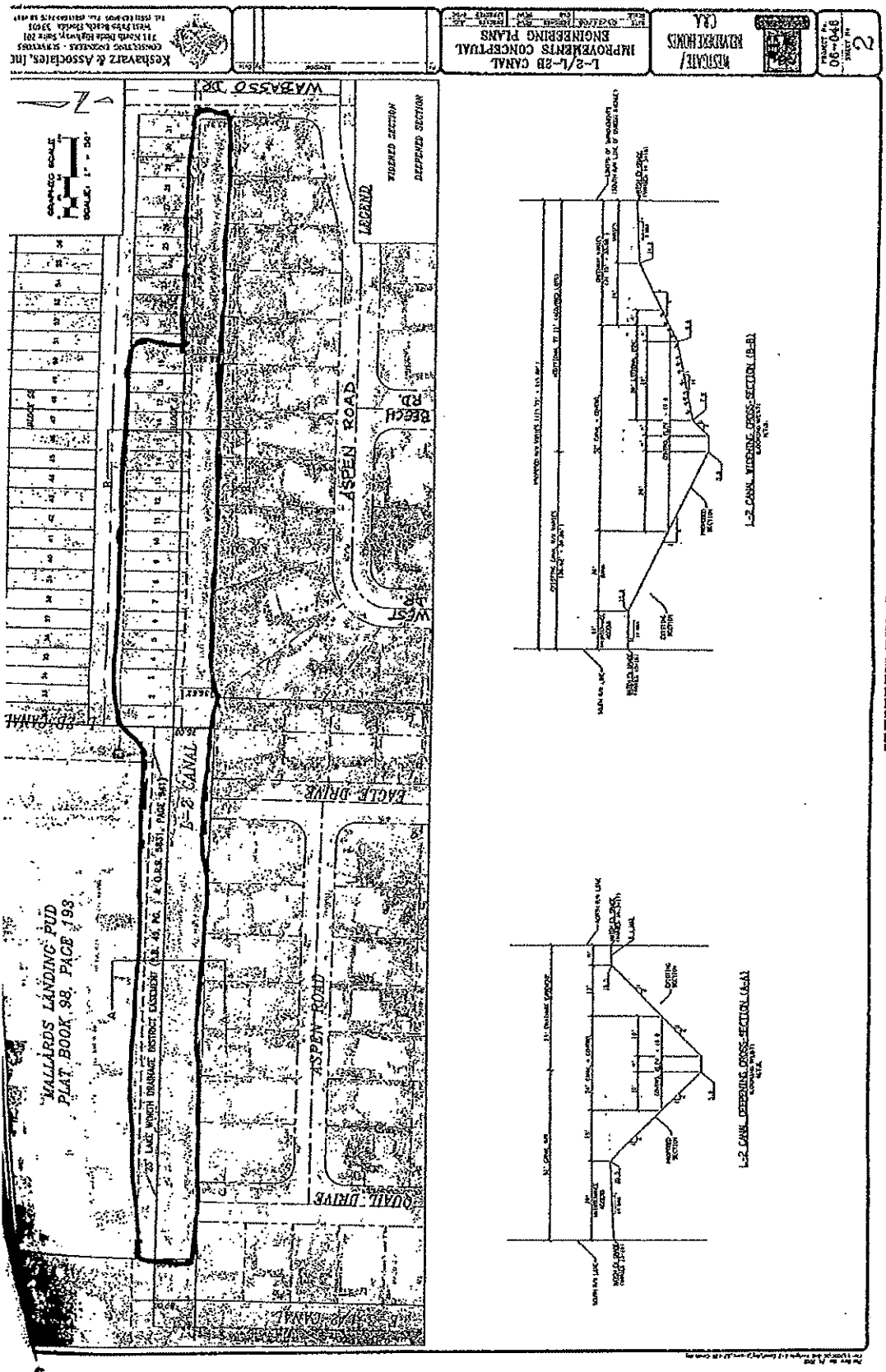
Karen T. Marcus
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

Monica R. Attie
Assistant County Attorney

Charles Ried
County Engineering



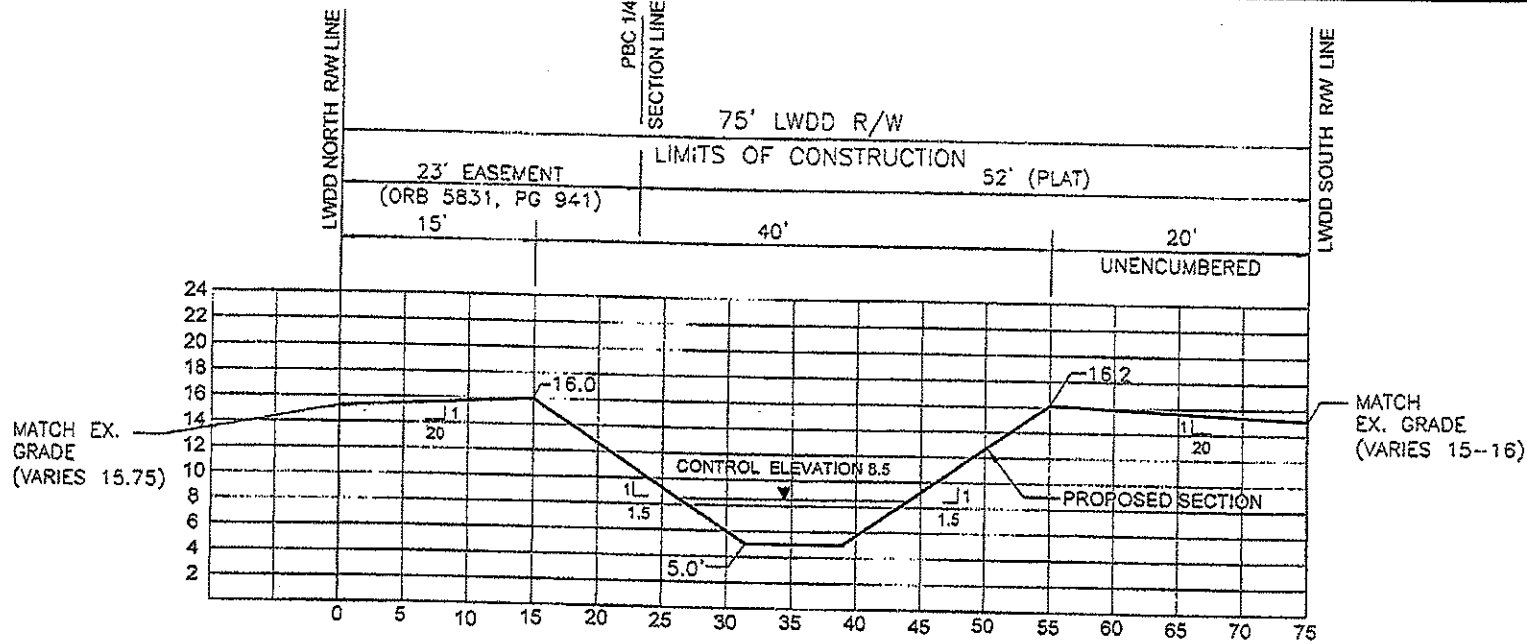
KESHAVATZ & ASSOCIATES, INC.
 CONSULTING ENGINEERS - SURVEYORS
 11110 BUCKLE ROAD, SUITE 201
 WEST BEVERLY HILLS, CALIF. 90048
 TEL: (310) 206-1111 FAX: (310) 206-1112

PROJECT # 09-044E
 SHEET # 2
 MOSCATE/
 REYNOLDS/
 CHAI
 L-2/1-2B CANAL
 IMPROVEMENTS CONCEPTUAL
 ENGINEERING PLANS

EXHIBIT A

R:\CAD_projects\082165D05A.dwg 3/19/2010 11:39 AM

PAGE 7 OF 9



SCALE: 1" = 10' HORIZONTAL & VERTICAL

LWDD L-2 CANAL LOOKING EAST

CROSS-SECTION (A-A)

STATION 29+80.00 TO 36+39.54

**WEST OF QUAIL DRIVE TO EAST TO EAGLE DR.
(LENGTH = 659.54 FEET)**

LWDD PROJECT# 08-2165D.05

EXHIBIT B

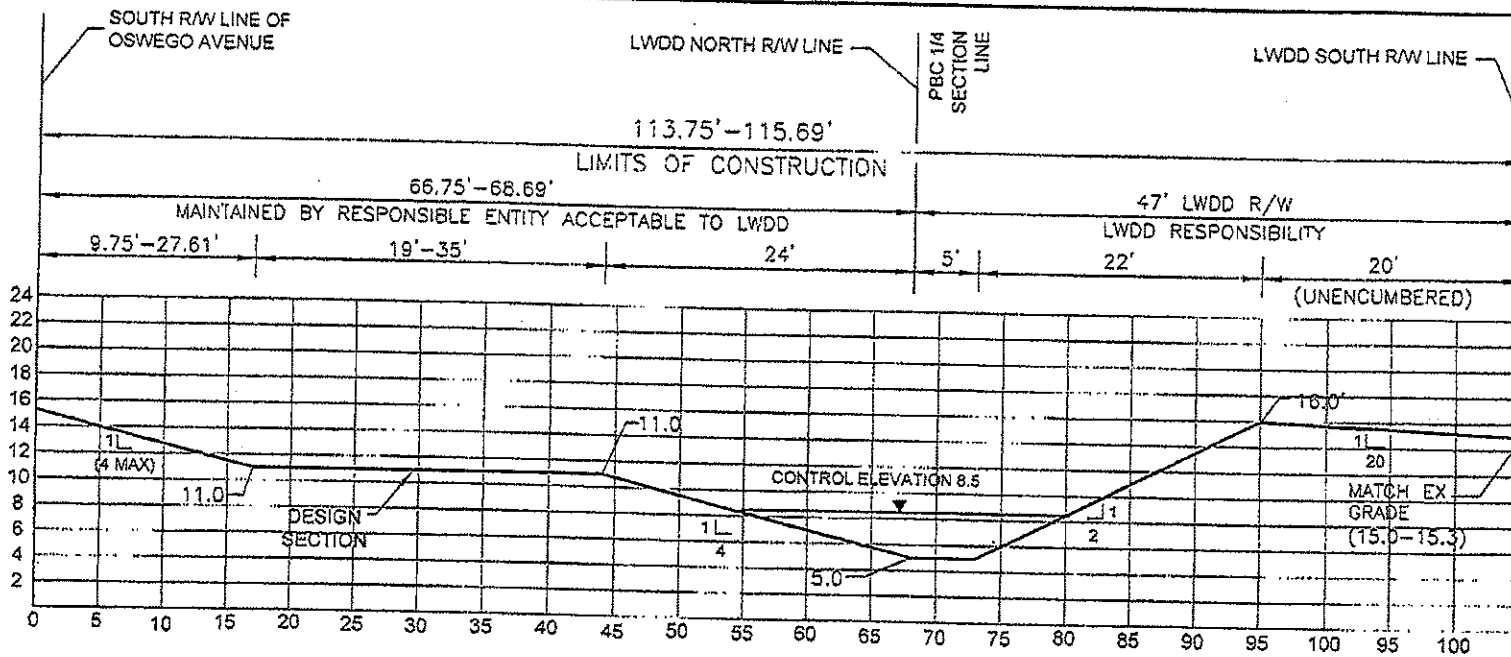


DESIGN SECTION

DRAWN BY: BMW	DATE: 02/17/2009
CHECKED BY: RLC	DWG NO.: 082165D05AA.DWG
JOB NO.: P#08-2165D.05	SHEET 1 OF 1

NOTE:
THE STATIONING SHOWN HEREON WAS DERIVED FROM THE CONSTRUCTION PLANS FOR WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, PREPARED BY KESHAVARZ & ASSOCIATES, INC., PROJECT #06-045, DATED JANUARY 21, 2009.

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SCALE: 1" = 10' HORIZONTAL & VERTICAL

**LWDD L-2 CANAL LOOKING EAST
WIDENING CROSS-SECTION (B-B)
STATION 37+68.69 TO 41+12.50**

EAST OF EAGLE DRIVE
(EASTERLY 343.81 FEET)

LWDD PROJECT # 08-2165D.05

EXHIBIT C



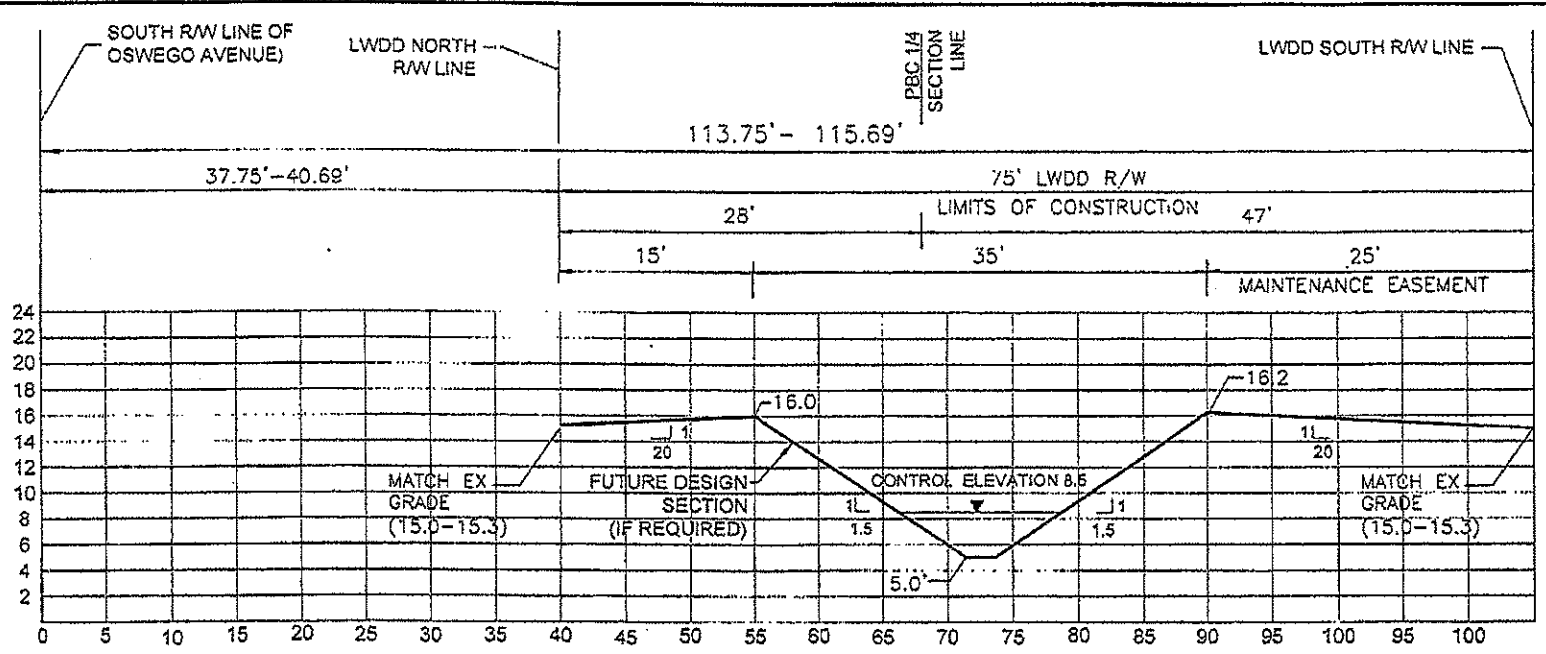
DESIGN SECTION

DRAWN BY:	BMW	DATE:	02/17/2009
CHECKED BY:	PAM		082165D058B.DWG
			DRAWING FILE:
JOB NO.:	P#08-2165D.05	SHEET	1 OF 1

NOTE:
THE STATIONING SHOWN HEREON WAS DERIVED FROM THE CONSTRUCTION PLANS FOR WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, PREPARED BY KESHAVARZ & ASSOCIATES, INC., PROJECT #06-046, DATED JANUARY 21, 2009.

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PAGE 9 OF 9



SCALE: 1" = 10' HORIZONTAL & VERTICAL

LWDD L-2 CANAL LOOKING EAST

CROSS-SECTION (B-B.1)
STATION 37+68.69 TO 41+12.50

EAST OF EAGLE DRIVE
(EASTERLY 343.81 FEET)

LWDD PROJECT # 08-2165D.05

EXHIBIT D



DESIGN SECTION

DRAWN BY: BMW	DATE: 02/17/2009
CHECKED BY: PAM/RLC	DRAWING NO.: 082165D05BB1.DWG
SHEET NO.: P#08-2165D.05	SHEET 1 OF 1

NOTE:
 THE STATIONING SHOWN HEREON WAS
 DERIVED FROM THE CONSTRUCTION
 PLANS FOR WESTGATE/BELVEDERE
 HOMES COMMUNITY REDEVELOPMENT
 AGENCY, PREPARED BY KESHAVARZ
 & ASSOCIATES, INC., PROJECT
 #06-046, DATED JANUARY 21, 2009.

Will Call #166

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY, ESQ.
Perry & Kern, P.A.
50 Fourth Avenue
Delray Beach, FL 33483

PCN: 00-43-43-30-03-061-0030

Canal No. L-2 (South Side)

EASEMENT DEED

THIS EASEMENT DEED, made this _____ day of _____, 2012, by and between **WESTGATE/BELVEDERE COMMUNITY REDEVELOPMENT AGENCY**, whose mailing address is 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409, party of the first part, and **LAKE WORTH DRAINAGE DISTRICT**, a Special Taxing District of the State of Florida, party of the second part, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484-1105.

WITNESSETH: That party of the first part, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell and release unto the party of the second part, its successors and assigns, a perpetual exclusive easement for the purpose of providing an unencumbered right-of-way for utilities which may be granted to others by the second party, as well as providing an unencumbered right-of-way for use as a canal and canal related purposes including but not limited to the use of same for ingress and egress purposes, excavation, removal of vegetation, irrigation, water control structures, berm and areas for maintenance and deposit of spoil, all quasi-utility type purposes and for any such other purpose thereunto related or in anywise appertaining; over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, **described on Exhibit "A" attached hereto** and made a part hereof as if recited at length.

All utilities shall be required to provide party of the second part with written consent from the underlying fee owner of the subject real property prior to the installation of any utility lines.

First party shall grant no other easements, erect no building or affect any other kind of construction or improvements or plant any trees or shrubs upon the property described in Exhibit "A".

Party of the first part does hereby specially warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under it, that it has good right and lawful authority to grant the above described easement and that the same is unencumbered. Where the context of this easement deed allows or permits, the same shall include the successors or assigns of the parties.

Will Call #166

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

WESTGATE/BELVEDERE COMMUNITY
REDEVELOPMENT AGENCY

(1) Witness Signature

By: _____

Printed Name

Printed Name and Title

(2) Witness Signature

Attest: _____

Printed Name

Printed Name and Title

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____ the _____ and _____ of WESTGATE/BELVEDERE COMMUNITY REDEVELOPMENT AGENCY. They are personally known to me or have produced _____ as identification, and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the _____ day of _____, 2012.

NOTARY PUBLIC

Notary Stamp or Seal

DESCRIPTION & SKETCH
PREPARED FOR:
WESTGATE CRA

CANAL MAINTENANCE
EASEMENT

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 3 THROUGH 14, BLOCK 61, INCLUSIVE, OF WESTGATE ESTATES NORTHERN SECTION, RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

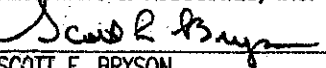
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 01°06'49" WEST, ALONG THE WEST LINE OF SAID LOT 3 AS SHOWN ON THE SAID PLAT OF WESTGATE ESTATES, A DISTANCE OF 38.76 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF GOLFVIEW HEIGHTS PLAT NO. 2, RECORDED IN PLAT BOOK 23, PAGE 222, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 88°37'33" EAST, DEPARTING THE SAID WEST LINE AND ALONG THE SAID PARALLEL LINE A DISTANCE OF 300.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 14; THENCE SOUTH 01°06'49" WEST, ALONG THE SAID EAST LINE OF SAID LOT 14 A DISTANCE OF 37.01 FEET TO A POINT ON THE NORTH LINE OF A 28.00 FOOT CANAL RIGHT-OF-WAY AS SHOWN ON THE SAID PLAT OF WESTGATE ESTATES NORTHERN SECTION; THENCE NORTH 88°53'11" WEST, ALONG THE NORTH LINE OF SAID CANAL RIGHT-OF-WAY, A DISTANCE OF 300.00 FEET TO THE WEST LINE OF SAID LOT 3 AS SHOWN ON THE SAID PLAT; THENCE NORTH 01°06'49" EAST, ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 38.37 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 11,307 SQUARE FEET AND / OR 0.26 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 5J-17 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: JUNE 16, 2011.

KESHAVARZ & ASSOCIATES, INC.


SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
R/W = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING

LMOD.DAB.3-7-12 05-2165P.03

Plot Date: Feb. 24, 2012
File: Z:\2006\06-046 L2 Canal.dwg, 06-046 ILA EASE LOTS 3-14_Rev 06-16-11_Final.dwg



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PROJ.: 06-046

OFFICE: S.F.B.

CHK: S.F.B.

REVISIONS: 12/09/11
CHANGED EASEMENT REF.
TO RIGHT-OF-WAY (R/W)

DATE: 06/16/11

SCALE: N/A

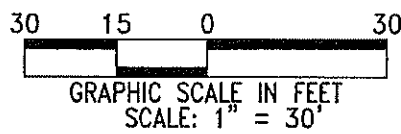
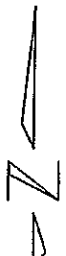
DWG. No: A06-046

SHEET 1 OF 3

DESCRIPTION & SKETCH
PREPARED FOR:
WESTGATE CRA

CANAL MAINTENANCE
EASEMENT

EXHIBIT "A"



MATCHLINE

THE WEST LINE OF
LOT 3, BLOCK 61
AS PER P.B. 8, PAGE 38

P.O.C.
THE NORTHWEST CORNER OF
LOT 3, BLOCK 61, WESTGATE
ESTATES NORTHERN SECTION
PLAT BOOK 8, PAGE 38

OSWEGO AVENUE
(40.0' RIGHT-OF-WAY
PLAT BOOK 8, PAGE 38)
CENTERLINE

LOT 1 BLOCK 61 LOT 2 BLOCK 61 LOT 3 BLOCK 61 LOT 4 BLOCK 61 LOT 5 BLOCK 61 LOT 6 BLOCK 61 LOT 7 BLOCK 61 LOT 8 BLOCK 61 LOT 9 BLOC

S 01°06'49" W
38.76'

S 88°37'33" E
300.00'

P.O.B.

NORTH LINE OF THE SOUTH 1/2 OF
SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST
AS PER GOLFVIEW HEIGHTS PLAT NO. 2,
P.B. 23, PAGE 222 & PALM BEACH COUNTY

THE NORTH LINE OF A 28.00' CANAL
RIGHT-OF-WAY, P.B. 8, PG. 38

75.00'
47.00'
28.00'
CANAL R/W
P.B. 8, PG 38

LWDD L-2 CANAL
SOUTH LINE OF THE NORTH 1/2 OF
SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST
AND THE SOUTH LINE OF WESTGATE ESTATES
NORTHERN SECTION, PLAT BOOK 8, PAGE 38

N 88°53'11" W
300.00'

6.60' PER CHANCERY CASE
407 ORB 6495, PG 761

S 88°37'33" E
NORTH LINE OF GOLFVIEW HEIGHTS
PLAT NO. 2, PLAT BOOK 23, PAGE 222

LOT 11
BLOCK 13A

GOLFVIEW HEIGHTS
PLAT NO. 5,
PLAT BOOK 24,
PAGE 8

LOT 9
BLOCK 13

GOLFVIEW HEIGHTS PLAT NO. 2,
PLAT BOOK 23, PAGE 222

LOT 10
BLOCK 13

MATCHLINE

LWDD.DAB.3-7-12

Plot Date: Feb. 24, 2012
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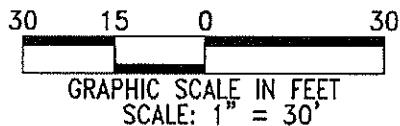
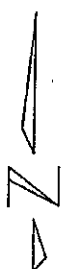
REVISIONS: 12/09/11
CHANGED EASEMENT REF.
TO RIGHT-OF-WAY (R/W)
DATE: 06/16/11

SCALE: 1" = 30'
DWG. No: A06-046
SHEET 2 OF 3

DESCRIPTION & SKETCH
PREPARED FOR:
PALM BEACH COUNTY

CANAL MAINTENANCE
EASEMENT

EXHIBIT "A"



MATCHLINE

OSWEGO AVENUE

(40.0' RIGHT-OF-WAY
PLAT BOOK 8, PAGE 38)
CENTERLINE

WESTGATE ESTATES NORTHERN SECTION
PLAT BOOK 8, PAGE 38

LOT 9 BLOCK 61 LOT 10 BLOCK 61 LOT 11 BLOCK 61 LOT 12 BLOCK 61 LOT 13 BLOCK 61 LOT 14 BLOCK 61 LOT 15 BLOCK 61 LOT 16 BLOCK 61 LOT 17 BLOCK 61

THE EAST LINE OF
LOT 14, BLOCK 61

NORTH LINE OF THE SOUTH 1/2 OF
SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST
AS PER GOLFVIEW HEIGHTS PLAT NO. 2,
P.B. 23, PAGE 222 & PALM BEACH COUNTY

THE NORTH LINE OF A 28.0' CANAL
RIGHT-OF-WAY, P.B. 8, PG. 38

LWDD L-2 CANAL

SOUTH LINE OF THE NORTH 1/2 OF
SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST
AND THE SOUTH LINE OF WESTGATE ESTATES
NORTHERN SECTION, PLAT BOOK 8, PAGE 38

6.60' PER CHANCERY CASE
407 ORB 6495, PG 761

S 88°37'33" E

NORTH LINE OF GOLFVIEW HEIGHTS
PLAT NO. 2, PLAT BOOK 23, PAGE 222

LOT 11
BLOCK 13

LOT 12
BLOCK 13

LOT 13
BLOCK 13

GOLFVIEW HEIGHTS PLAT NO. 2,
PLAT BOOK 23, PAGE 222

MATCHLINE

LWDD - DAG - 3-7-12

Plot Date: Feb. 24, 2012
File: 2:12006\06-046 L2 Canal.dwg\06-046 ILLA EASE LOTS 3-14_Rev 06-16-11_Final.dwg



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TO RIGHT-OF-WAY (R/W)

DATE: 06/16/11

SCALE: 1" = 30'

DWG. No: A06-046

SHEET 3 OF 3