

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 17, 2013      [X] Consent      [ ] Regular  
  [ ] Ordinance      [ ] Public Hearing

Department  
Submitted By: Environmental Resources Management  
Submitted For: Environmental Resources Management

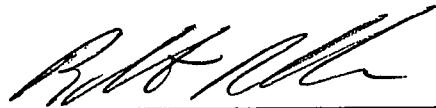
=====  
I. EXECUTIVE BRIEF  
=====

**Motion and Title:** Staff recommends motion to grant: a perpetual, non-exclusive Drainage, Flowage and Maintenance Easement (Easement) to the South Indian River Water Control District (District), a special district under Chapter 298, Florida Statutes, over a 29.8-acre wetland restoration/creation project in the Cypress Creek Natural Area (Easement Area).

**Summary:** The Easement Area is the subject of a proposed freshwater wetland restoration project. The restored wetlands will connect to an existing lake and canal system that are part of the District's overall drainage system. The lake and a portion of the canal are the subject of an existing drainage, flowage and maintenance easement, granted to the District by the previous property owners. The District requires conveyance of the Easement before the restored wetlands are connected to its drainage system. The Easement grants the District the non-exclusive right to flow water in, on, over, under, through and across the Easement Area. It also grants the District the right, but not obligation, to maintain drainage-related facilities within the Easement Area pursuant to certain conditions. There is no cost to the County. District 1 (HJF)

**Background and Justification:** The 2,083-acre Cypress Creek Natural Area is located in northeastern Palm Beach County, just west of the Town of Jupiter. The restored wetlands will help provide water quality treatment to drainage water from Jupiter Farms prior to discharge to the Loxahatchee River. This Easement gives the District the right to, not only flow water in, on, over, under, through and across the Easement Area, but to clear obstructions, and maintain, repair and replace drainage and water management facilities, systems, structures, berms, works, culverts and related utilities within the Easement Area.

- Attachments:**  
1. Drainage, Flowage and Maintenance Easement to the District.  
2. Easement Location Map.

Recommended by:  11/14/13  
Department Director      Date

Approved by:  11/13  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* _____</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

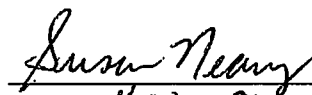
**B. Recommended Sources of Funds/Summary of Fiscal Impact**

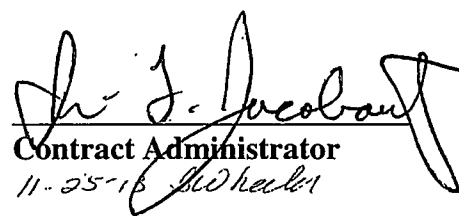
\* There is no fiscal impact associated with this item.


**C. Department Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Administrator Comments:**

 11/13/13  
 OFMB KP OC  
 11/15 11/18

 11/25/13  
 Contract Administrator  
 11-25-13 J. J. Jacobson

**B. Legal Sufficiency:**  
 12/2/13  
 Assistant County Attorney

**C. Other Department Review:**  
**Property and Real Estate Management**  
 \_\_\_\_\_  
 Department Director

This Instrument Prepared by  
and to be Returned to:  
Benji Studt  
Palm Beach Environmental Resources Management  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743

### **DRAINAGE, FLOWAGE AND MAINTENANCE EASEMENT**

**THIS DRAINAGE, FLOWAGE AND MAINTENANCE EASEMENT** (the "Easement"), granted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, and **SOUTH INDIAN RIVER WATER CONTROL DISTRICT**, an independent special district of the State of Florida (hereinafter referred to as "Grantee"), whose legal mailing address is 15600 Jupiter Farms Road, Jupiter, Florida 33478-9399.

#### **RECITALS:**

**WHEREAS**, County is the record fee title owner of the real property described in Exhibit "A" which is attached hereto and made a part hereof (the "Easement Area"); and

**WHEREAS**, County will construct and maintain a surface water management system over the Easement Area pursuant to the conditions set forth in the South Florida Water Management District Environmental Resource Permit Modification No. 50-09766-P issued May 6, 2013, (hereinafter referred to as the "County System"); and

**WHEREAS**, Grantee is charged with the operation and maintenance of its surface water drainage system, (hereinafter referred to as the "Grantee's System"); and

**WHEREAS**, Grantee's System is in need of drainage, flowage and surface water retention in and through the County System; and

**WHEREAS**, Grantee has agreed to permit the County System to connect to and utilize the Grantee's System for storm water drainage and outfall purposes; and

**WHEREAS**, County is willing to permit the Grantee's System to connect to and utilize the County System for storm water drainage, retention and outfall purposes and to provide Grantee the right to maintain the County System in the event County fails to keep the said system in good operational condition; and

**WHEREAS**, County intends by this instrument to grant to Grantee a non-exclusive perpetual Easement in, on, over, under, through, across and upon the Easement Area as herein provided.

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

1. **RECITALS.** The foregoing recitations are incorporated herein and made a part hereof.

2. **DRAINAGE, FLOWAGE AND MAINTENANCE EASEMENT.** County does hereby grant to Grantee a perpetual non-exclusive easement to connect to and utilize the overall County System located in, on, over, under, through, and across the Easement Area for storm water drainage, retention and outfall purposes serving the Grantee's System. Grantee shall have the right but not the obligation to clear obstructions, maintain, repair and replace all components of the County System, including but not limited to drainage and water management facilities, systems, structures, berms, works, culverts and related utilities and appurtenances in, over, under and upon the Easement Area, together with an ingress and egress easement across, over, and upon the Easement Area for the purpose of providing ingress and egress for pedestrian, vehicular and/or equipment usage by Grantee and its authorized employees, contractors, suppliers, consultants, licensees and agents to exercise the easement rights granted hereby. Any maintenance repair or replacement of such components shall be performed strictly in accordance with the conditions as set forth in the South Florida Water Management District Environmental Resource Permit Modification No. 50-09766-P issued May 6, 2013, and as may be amended in the future.

3. **PUBLIC USE FACILITIES.** County expressly reserves the right to construct, install, operate, maintain, repair and replace public use facilities that do not interfere with the essential functions of Grantee's System. Such public use facilities may include, but not be limited to, hardened and natural-surfaced trails to be located on top of the flat surface area along the east, west and north perimeter berms within the Easement Area, pedestrian, equestrian and/or vehicular bridges, a canoe/kayak launch and trail, a fishing pier or platform, parking facilities and/or fencing. 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 any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Area or the right to use the improvements therein, provided that the same do not unreasonably interfere with the easement rights granted hereby.

4. **MAINTENANCE.** County shall be responsible for and shall, at all times, maintain in good condition and repair the County System and all improvements constructed by County.

In the event the Grantee causes damage to any County improvement, now existing or constructed hereafter, including public use facilities and landscaping, as a result of Grantee exercising any rights granted hereunder, Grantee shall promptly repair, replace and/or restore the Easement Area and/or any affected improvements to the condition it was prior to exercise of any rights granted hereunder using materials of like kind and quality.

5. **NOT SUBJECT TO LIENS.** Neither County's nor Grantee's interest in the Easement Area, shall be subject to liens arising from Grantee's use of the Easement Area, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Area, to be discharged or transformed to bond.

6. **ASSIGNMENT.** Grantee shall not sell, assign or transfer any of its rights or easements granted hereunder, either directly or indirectly, without the prior written consent of

County or the then fee title owner of the subject Easement Area, as the case may be, and any attempt to do so shall be null and void, except that said prohibition shall not apply to an assignment or transfer by Grantee to a governmental entity or agency.

7. **RELEASE OF EASEMENT.** A material provision to the granting of these rights and easement is the agreement that in the event Grantee should subsequently determine that it no longer requires all or any portion of the easements or rights granted herein as to any portion of the Easement Area, then in such event said portion which is no longer required shall be released by Grantee without the requirement for payment of consideration for said release by or from County. The aforementioned termination or release of a right, easement or portion thereof, shall not be effective until such time as Grantee has received a written request from County of the subject Easement Area for which such a termination is requested and the recording of a written release, termination or other appropriate instrument issued by Grantee as to the right, easement or portion thereof which is being released from this Easement.

8. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms "County" and "Grantee" shall also include their successors, grantees and assigns.

9. **MODIFICATIONS.** This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

10. **CONSTRUCTION.** No party shall be considered the author of this Easement since the parties hereto have shared equally in the drafting and construction of this Easement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

11. **LIABILITY.** Grantee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Grantee's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify County for County's negligent, willful or intentional acts or omissions.

12. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this instrument or at any subsequent address for either of the parties or their successors and assigns.

13. **NO DEDICATION.** The grant of easement contained herein 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.

14. **RUN WITH LAND.** All of the benefits, burdens, easements, and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of County and Grantee and their respective successors and assigns.

15. **REMEDIES.** In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

16. **SUBJECT TO 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 Easement Area, and all other easements, restrictions, conditions, encumbrances and other matters of record.

17. **BINDING GRANTEE NOT EXECUTING EASEMENT.** By exercise of the rights granted to Grantee by this instrument, Grantee acknowledge and agree that the conditions and restrictions imposed herein shall bind and be enforceable against Grantee, its successors and assigns to the same extent as if such party had physically executed this instrument.

18. **JURISDICTION/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.

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

**ATTEST:**

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

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

Signed and delivered  
in the presence of:

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

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

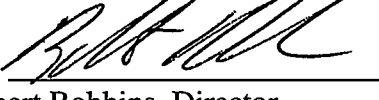
\_\_\_\_\_  
Witness Signature

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

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS:**

By:   
Robert Robbins, Director  
Palm Beach Department of  
Environmental Resources Management

**EXHIBIT "A"**

**EASEMENT AREA**



EXHIBIT "A"

LEGAL DESCRIPTION


A PARCEL OF LAND FOR DRAINAGE, FLOWAGE AND MAINTENANCE EASEMENT PURPOSES BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W 1/4) CORNER OF SAID SECTION 6; THENCE SOUTH 89°49'24" EAST ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 6, A DISTANCE OF 2,662.89 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 6; THENCE NORTH 01°45'38" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 51.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08°37'08" EAST, A DISTANCE OF 13.40 FEET; THENCE NORTH 10°53'14" EAST, A DISTANCE OF 55.00 FEET; THENCE NORTH 04°25'17" WEST, A DISTANCE OF 51.45 FEET; THENCE NORTH 00°22'02" WEST, A DISTANCE OF 41.53 FEET; THENCE NORTH 10°21'38" EAST, A DISTANCE OF 37.54 FEET; THENCE NORTH 05°17'57" EAST, A DISTANCE OF 14.58 FEET; THENCE NORTH 12°19'34" EAST, A DISTANCE OF 23.84 FEET; THENCE NORTH 80°13'21" EAST, A DISTANCE OF 22.64 FEET; THENCE SOUTH 54°28'21" EAST, A DISTANCE OF 7.48 FEET; THENCE NORTH 33°42'01" EAST, A DISTANCE OF 0.93 FEET; THENCE NORTH 13°54'28" EAST, A DISTANCE OF 11.59 FEET; THENCE NORTH 03°34'40" EAST, A DISTANCE OF 14.64 FEET; THENCE NORTH 50°20'09" EAST, A DISTANCE OF 18.35 FEET; THENCE NORTH 82°42'39" EAST, A DISTANCE OF 40.63 FEET; THENCE NORTH 84°23'41" EAST, A DISTANCE OF 45.95 FEET; THENCE NORTH 88°58'38" EAST, A DISTANCE OF 13.32 FEET; THENCE SOUTH 71°34'17" EAST, A DISTANCE OF 11.20 FEET; THENCE SOUTH 62°20'13" EAST, A DISTANCE OF 15.34 FEET; THENCE SOUTH 69°49'34" EAST, A DISTANCE OF 25.38 FEET; THENCE SOUTH 05°11'46" EAST, A DISTANCE OF 23.89 FEET; THENCE SOUTH 27°46'02" WEST, A DISTANCE OF 12.01 FEET; THENCE SOUTH 22°43'55" WEST, A DISTANCE OF 25.36 FEET; THENCE SOUTH 00°52'38" EAST, A DISTANCE OF 32.86 FEET; THENCE SOUTH 04°47'42" WEST, A DISTANCE OF 9.84 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 2.82 FEET; THENCE SOUTH 37°05'01" EAST, A DISTANCE OF 3.01 FEET; THENCE SOUTH 62°42'35" EAST, A DISTANCE OF 5.11 FEET; THENCE SOUTH 40°06'41" EAST, A DISTANCE OF 16.58 FEET; THENCE SOUTH 06°10'21" WEST, A DISTANCE OF 21.28 FEET; THENCE SOUTH 09°54'40" WEST, A DISTANCE OF 40.05 FEET; THENCE SOUTH 02°57'20" WEST, A DISTANCE OF 40.65 FEET; THENCE SOUTH 10°47'18" EAST, A DISTANCE OF 14.50 FEET; THENCE SOUTH 25°12'34" WEST, A DISTANCE OF 18.99 FEET; THENCE SOUTH 44°11'58" WEST, A DISTANCE OF 43.26 FEET; THENCE SOUTH 40°43'00" WEST, A DISTANCE OF 29.18 FEET; THENCE SOUTH 03°23'09" WEST, A DISTANCE OF 12.03 FEET; THENCE SOUTH 02°43'49" WEST, A DISTANCE OF 14.08 FEET; THENCE SOUTH 14°42'49" WEST, A DISTANCE OF 24.79 FEET; THENCE SOUTH 02°03'28" WEST, A DISTANCE OF 19.64 FEET; THENCE SOUTH 26°05'32" EAST, A DISTANCE OF 32.94 FEET; THENCE SOUTH 01°44'08" EAST, A DISTANCE OF 12.66 FEET; THENCE SOUTH 04°11'11" WEST, A DISTANCE OF 44.92 FEET; THENCE SOUTH 04°45'40" WEST, A DISTANCE OF 41.10 FEET; THENCE SOUTH 03°53'04" WEST, A DISTANCE OF 65.36 FEET; THENCE SOUTH 05°44'43" WEST, A DISTANCE OF 43.95 FEET; THENCE SOUTH 02°23'23" WEST, A DISTANCE OF 155.16 FEET; THENCE SOUTH 04°31'27" WEST, A DISTANCE OF 104.31 FEET; THENCE SOUTH 01°17'29" WEST, A DISTANCE OF 16.35 FEET; THENCE SOUTH 81°21'58" EAST, A DISTANCE OF 6.92 FEET; THENCE SOUTH 88°52'11" EAST, A DISTANCE OF 43.78 FEET; THENCE SOUTH 86°58'12" EAST, A DISTANCE OF 37.96 FEET; THENCE NORTH 86°20'01" EAST, A DISTANCE OF 22.59 FEET; THENCE SOUTH 89°23'03" EAST, A DISTANCE OF 82.01 FEET; THENCE NORTH 85°33'47" EAST, A DISTANCE OF 64.10 FEET; THENCE NORTH 87°23'08" EAST, A DISTANCE OF 30.72 FEET; THENCE SOUTH 88°16'52" EAST, A DISTANCE OF 93.64 FEET; THENCE SOUTH 89°43'43" EAST, A DISTANCE OF 241.39 FEET TO THE EAST BOUNDARY LINE OF THE HATCHER PROPERTY AS RECORDED IN OFFICIAL RECORD BOOK 23232, PAGE 170 OF SAID PUBLIC RECORDS AND AS SHOWN ON THE BOUNDARY SURVEY FOR JUPITER PROPERTY PREPARED BY LANDMARK LAND SURVEYING & MAPPING, INC. FILE NO. 2577-2, DATED NOV. 07; THENCE NORTH 00°07'31" WEST ALONG SAID EAST LINE,

PROJECT NO. 2013012-09  
SHEET 1 OF 9

PROJECT: <b>HATCHER PROPERTY DRAINAGE, FLOWAGE AND MAINTENANCE EASEMENT</b>	
DESIGN FILE NAME S-1-13-3413.DGN	DRAWING NO. <b>S-1-13-3413</b>

DATE 07/15/13	SCALE 1" = 100'	NO.	REVISION	BY	DATE
APPROVED: G.W.M. DRAWN: E.A.D. CHECKED: C.R.B.	FIELD BOOK NO.				


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

A DISTANCE OF 1,618.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 105.58 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°30'00", AN ARC DISTANCE OF 76.47 FEET TO THE POINT OF TANGENCY; THENCE NORTH 41°22'29" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 194.64 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INDIANTOWN ROAD (SR 706) AS RECORDED IN DEED BOOK 926, PAGE 602 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE NORTH LINE OF SAID HATCHER PROPERTY AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4,366.84 FEET (A RADIAL LINE FROM SAID POINT BEARS NORTH 17°29'33" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'17", AN ARC DISTANCE OF 419.55 FEET TO A NON TANGENT LINE; THENCE SOUTH 34°31'45" WEST, A DISTANCE OF 84.23 FEET; THENCE SOUTH 63°26'06" WEST, A DISTANCE OF 39.71 FEET; THENCE SOUTH 71°33'54" WEST, A DISTANCE OF 28.08 FEET; THENCE NORTH 76°40'32" WEST, A DISTANCE OF 115.59 FEET; THENCE NORTH 62°35'33" WEST, A DISTANCE OF 90.03 FEET; THENCE NORTH 65°53'52" WEST, A DISTANCE OF 123.23 FEET; THENCE NORTH 57°15'53" WEST, A DISTANCE OF 61.31 FEET TO SAID WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 6; THENCE SOUTH 01°45'38" WEST ALONG SAID WEST LINE A DISTANCE OF 1,409.49 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1,298,254 SQUARE FEET OR 29.8038 ACRES MORE OR LESS.

#### SURVEYOR'S NOTES

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF SOUTH 89°49'24" EAST ALONG THE EAST/WEST QUARTER SECTION LINE OF SECTION 69, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AS SHOWN ON THIS DRAWING 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.

REFER TO THE BOUNDARY SURVEY FOR THE JUPITER PROPERTY PREPARED BY LANDMARK LAND SURVEYING AND MAPPING INC. FILE NO. 2577-2, DATED NOV. 07 FOR ADDITIONAL INFORMATION.

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 GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

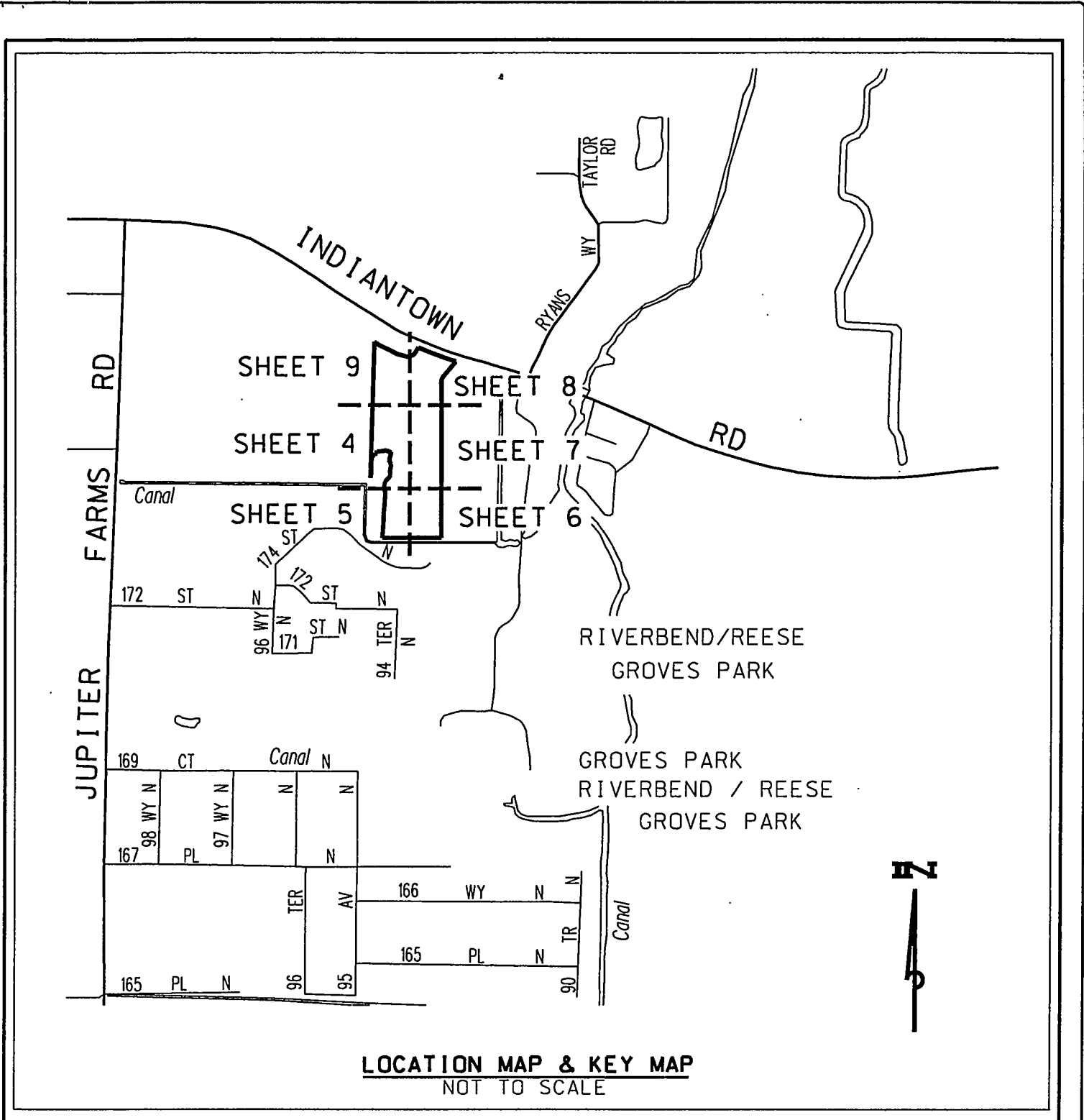
COORDINATES SHOWN ARE GRID  
DATUM = NAD 83, 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND.  
PROJECT SCALE FACTOR = 1.000020827  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

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-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
GLENN W. MARK, P.L.S.  
FLORIDA CERTIFICATE #5304

  
DATE



LEGEND

- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- ORB = OFFICIAL RECORD BOOK
- DB = DEED BOOK
- PG = PAGE
- R = RADIUS
- △ = CENTRAL ANGLE
- L = ARC LENGTH

MATCH LINE (SEE SHEET 9 OF 9)



SCALE: 1" = 100'

WEST LINE OF THE  
NORTHEAST QUARTER  
SECTION 6, TOWNSHIP 41  
SOUTH, RANGE 42 EAST

DRAINAGE, FLOWAGE &  
MAINTENANCE EASEMENT  
AREA = 1,298,254 SQUARE FEET  
OR 29.8038 ACRES MORE OR LESS

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)

S01°59'35"W 2,679.05'

S01°45'38"W 1,409.49'

SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST

N80°13'21"E, 22.64'  
N12°19'34"E, 23.84'  
N05°17'57"E, 14.58'  
N10°21'38"E, 37.54'

N00°22'02"W, 41.53'  
N04°25'17"W, 51.45'

SOUTHWEST CORNER OF  
THE NORTHEAST QUARTER

**POC**

WEST QUARTER CORNER  
SECTION 6, TOWNSHIP 41  
SOUTH, RANGE 42 EAST  
"PALM BEACH COUNTY POSITION"

N 946290.081  
E 919652.333

S89°49'24"E 2,662.89'  
(BEARING BASE)

EAST/WEST  
QUARTER  
SECTION LINE

N50°20'09"E, 18.35'  
N82°42'39"E, 40.63'  
N84°23'41"E, 45.95'  
N88°58'38"E, 13.32'  
S71°34'17"E, 11.20'  
S62°20'13"E, 15.34'  
S69°49'34"E, 25.38'

N03°34'40"E, 14.64'  
N13°54'28"E, 11.59'  
N33°42'01"E, 0.93'  
S54°28'21"E, 7.48'

S37°05'01"E, 3.01'  
S62°42'35"E, 5.11'  
S40°06'41"E, 16.58'  
S06°10'21"W, 21.28'

N10°53'14"E, 55.00'  
N08°37'08"E, 13.40'

**POB**

DRAINAGE,  
FLOWAGE &  
MAINTENANCE  
EASEMENT  
PER ORB 21415,  
PG 1659

51.06'  
N01°45'38"E

23.89'  
S05°11'46"E, 12.01'  
S27°46'02"W, 25.36'  
S22°43'55"W, 32.86'  
S00°52'38"E, 9.84'  
S04°47'42"W, 2.82'  
S00°00'00"W, 40.05'  
S09°54'40"W, 40.65'  
S02°57'20"W, 14.50'  
S10°47'18"E, 18.99'  
S25°12'34"W

S44°11'58"W, 43.26'  
S40°43'00"W, 29.18'  
S03°23'09"W, 12.03'

S02°43'49"W, 14.08'  
S14°42'49"W, 24.79'

MATCH LINE (SEE SHEET 4 OF 8)

MATCH LINE (SEE SHEET 7 OF 9)

MATCH LINE (SEE SHEET 4 OF 9)

S02°03'28"W, 19.64'

S26°05'32"E, 32.94'

S01°44'08"E, 12.66'

S04°11'11"W, 44.92'

S04°45'40"W, 41.10'

S03°53'04"W, 65.36'

S05°44'43"W, 43.95'

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)

SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST

DRAINAGE, FLOWAGE &  
MAINTENANCE EASEMENT  
PER ORB 21415, PG 1659

DRAINAGE, FLOWAGE &  
MAINTENANCE EASEMENT  
AREA = 1,298,254 SQUARE  
FEET OR 29.8038 ACRES  
MORE OR LESS

155.16'  
S02°23'23"W

104.31'  
S04°31'27"W

S01°17'29"W, 16.35'

S81°21'58"E, 6.92'

S88°52'11"E, 43.78'

S86°58'12"E, 37.96'

N86°20'01"E, 22.59'

S89°23'03"E, 82.01'

N85°33'47"E, 64.10'

II H

SCALE: 1" = 100'

MATCH LINE (SEE SHEET 6 OF 9)

MATCH LINE (SEE SHEET 7 OF 9)

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)

DRAINAGE, FLOWAGE &  
MAINTENANCE EASEMENT  
AREA = 1,298,254 SQUARE FEET  
OR 29.8038 ACRES MORE OR LESS

N00°07'31"W 1,618.36'

NOT INCLUDED IN  
HATCHER PROPERTY

SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST

EAST BOUNDARY LINE  
OF HATCHER PROPERTY  
ORB 23232, PG 170  
(SEE NOTES)

N87°23'08"E, 30.72'  
S88°16'52"E, 93.64'

S89°43'43"E 241.39'

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)



SCALE: 1" = 100'

MATCH LINE (SEE SHEET 5 OF 9)

MATCH LINE (SEE SHEET 8 OF 9)



MATCH LINE (SEE SHEET 4 OF 9)

DRAINAGE, FLOWAGE & MAINTENANCE EASEMENT  
AREA = 1,298,254 SQUARE FEET  
OR 29.8038 ACRES MORE OR LESS

N00°07'31"W 1,618.36'

SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST

NOT INCLUDED IN  
HATCHER PROPERTY

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)

EAST BOUNDARY LINE  
OF HATCHER PROPERTY  
ORB 23232, PG 170  
(SEE NOTES)

MATCH LINE (SEE SHEET 5 OF 8)

SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST

  
SCALE: 1" = 100'

INDIANTOWN ROAD (SR 706)  
DB 926, PG 602  
PALM BEACH COUNTY MAP  
DRAWING NO. 88534

$R = 4366.84'$   $\Delta = 05^{\circ}30'17''$   $L = 419.55'$

S34°31'45"W, 84.23'  
S63°26'06"W, 39.71'  
S71°33'54"W, 28.08'  
N76°40'32"W, 115.59'

SOUTHERLY RIGHT-OF-WAY  
LINE OF INDIANTOWN ROAD  
(SR 706) DB 926, PG 602  
& NORTH LINE OF  
HATCHER PROPERTY

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)

$R = 105.58'$   
 $\Delta = 41^{\circ}30'00''$   
 $L = 76.47'$

EAST BOUNDARY LINE  
OF HATCHER PROPERTY  
ORB 23232, PG 170

NOT INCLUDED IN  
HATCHER PROPERTY

NW 1/4 SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST  
(6/41/42)

MATCH LINE (SEE SHEET 7 OF 9)

MATCH LINE (SEE SHEET 9 OF 9)





NORTHWEST CORNER  
SECTION 6, TOWNSHIP 41  
SOUTH, RANGE 42 EAST  
"PALM BEACH COUNTY POSITION"

N 948967.567  
E 919745.509

SECTION 6  
TOWNSHIP 41 SOUTH  
RANGE 42 EAST

HATCHER PROPERTY  
PER O.R.B. 23232, PG 170  
(SEE NOTES)

SOUTHERLY RIGHT-OF-WAY  
LINE OF INDIANTOWN ROAD  
(SR 706) DB 926, PG 602  
& NORTH LINE OF  
HATCHER PROPERTY

DRAINAGE, FLOWAGE &  
MAINTENANCE EASEMENT  
AREA = 1,298,254 SQUARE FEET  
OR 29.8038 ACRES MORE OR LESS

WEST LINE OF THE  
NORTHEAST QUARTER  
SECTION 6, TOWNSHIP 41  
SOUTH, RANGE 42 EAST

INDIANTOWN ROAD (SR 706)  
DB 926, PG 602  
PALM BEACH COUNTY MAP  
DRAWING NO. 88534

S01°59'35"W 2,679.05'  
W LINE NW 1/4 SECTION 6, TOWNSHIP  
41 SOUTH, RANGE 42 EAST

S01°45'38"W 1,409.49'



MATCH LINE (SEE SHEET 8 OF 9)

MATCH LINE (SEE SHEET 3 OF 8)

# Hatcher Restoration Project SIRWCD Drainage, Flowage and Maintenance Easement Location Map

