

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

**Meeting Date:** March 11, 2014

Consent

Regular

Workshop

Public Hearing

**Department**

**Submitted By:** Environmental Resources Management

**Submitted For:** Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Purchase of two (2) parcels of vacant land (36.6442 total acres) located south and southwest of the County's Hungryland Slough Natural Area from Jeffrey F. Gouveia and Melvin W. Parker for \$36,644.20 (land costs), plus closing and miscellaneous costs of \$850.

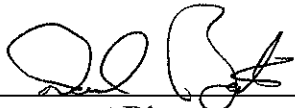
**Summary:** The subject parcels are located south of the County's Hungryland Slough Natural Area and a portion of the J.W. Corbett Wildlife Management Area, and north of the Mecca property. Both parcels are encumbered by a drainage easement held by the South Florida Water Management District (SFWMD). Purchase of the subject parcels will guarantee that County staff and the public will be able to use the canal banks to travel between the Hungryland Slough Natural Area and J.W. Corbett Wildlife Management Area. An October 2013 appraisal performed on behalf of the County assigned a market value of \$1,000 per acre to the subject parcels. The purchase price is equivalent to \$1,000 per acre. A title policy will be obtained for each parcel and a pre-acquisition environmental assessment will be performed by ERM. County Survey has prepared a sketch and legal for each of the subject parcels; a boundary survey will not be obtained due to the low price of the land. The land acquisition, and related closing and miscellaneous costs will be paid from the Natural Areas Fund, a non-ad valorem source of funds.

**This sale must be approved by a supermajority (5 Commissioners). District 1 (HF)**

**Background and Justification:** An easement over the subject parcels was granted to SFWMD's predecessor in 1954 and remains in effect today. A portion of the C-18 Canal was subsequently constructed through the subject parcels. This portion of the canal provides drainage for the J.W. Corbett Wildlife Management Area, Hungryland Slough Natural Area, Pratt & Whitney/United Technologies Corporation facility and Mecca property and will remain as is. Acquisition of the parcels will allow County staff, County contractors and members of the public to utilize existing canal bank management roads to access the Hungryland Slough Natural Area. A Disclosure of Beneficial Interests is not required for this transaction as Mr. Gouveia and Mr. Parker are individuals representing themselves.

**Attachments:**

- 1. Location map
- 2. Purchase and Sale Agreement

Recommended by:  2-27-14  
 Department Director Date

Approved by:  2-27-14  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Capital Expenditures</b>	<u>\$37,495</u>	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$37,495</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget?</b>		Yes <u>X</u>		No _____	
<b>Budget Account No.:</b>	<b>Fund</b> <u>1226</u>	<b>Department</b> <u>380</u>	<b>Unit</b> <u>3162</u>	<b>Object</b> <u>6101</u>	
		<b>Program</b> <u>E200</u>			

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

Funds for acquisition of the Gouveia/Parker parcels will come from the Natural Areas Fund (1226). The total cost of acquiring the two parcels is \$37,495, and includes \$36,645 in land costs, plus an estimated \$850 to cover title policy, closing and recording costs/fees.

**C. Department Fiscal Review:**

*[Handwritten signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

*[Handwritten signature]* 2/6/14  
 OFMB *[initials]* cc  
 2/5 2/5/14

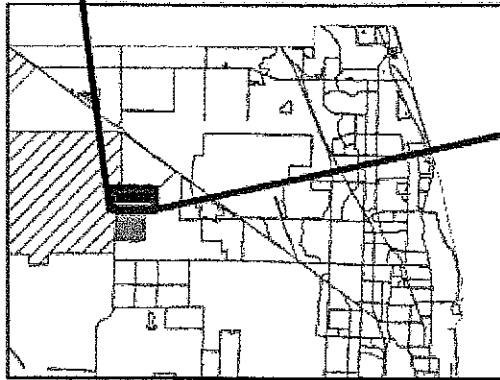
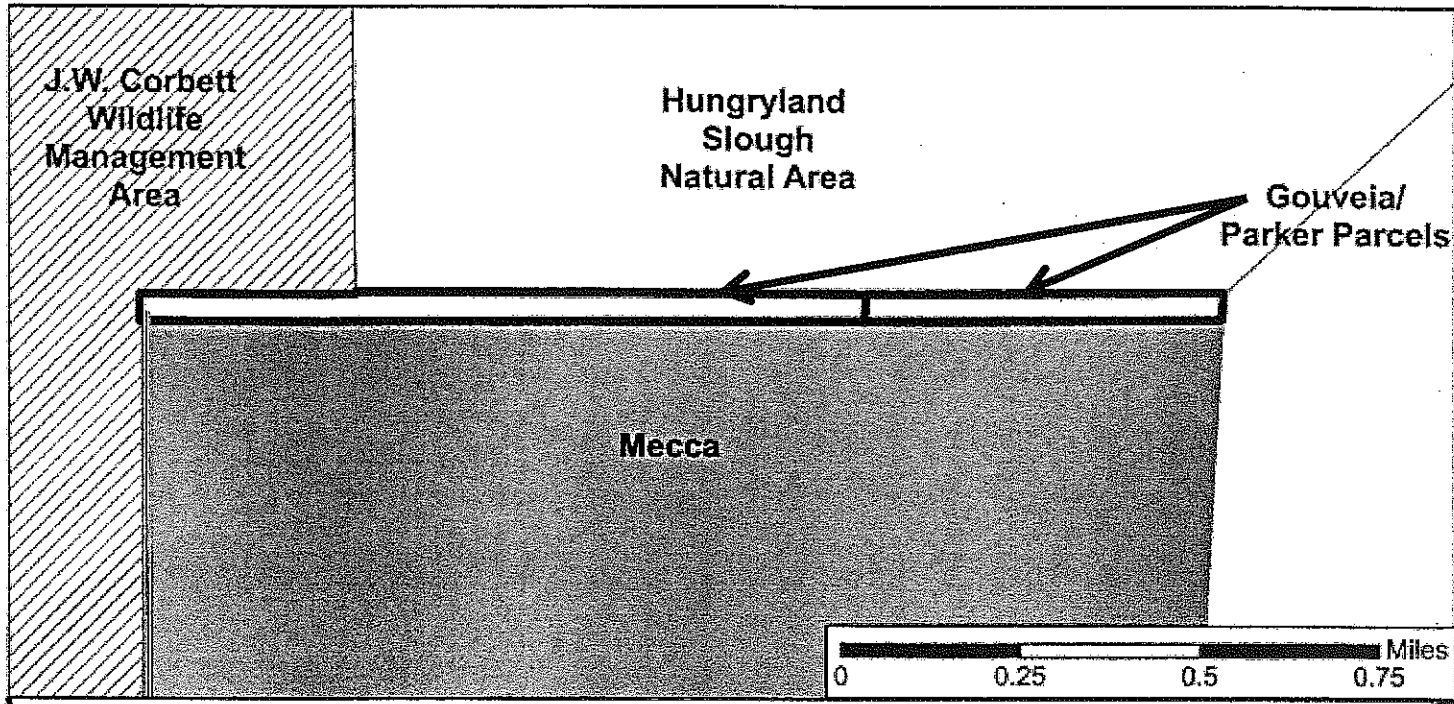
*[Handwritten signature]* 2/7/14  
 Contract Development and Control  
 2-7-14 *[initials]*

**B. Legal Sufficiency:**

*[Handwritten signature]* 2/11/14  
 Assistant County Attorney

**C. Other Department Review:**

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



**Location Map  
Gouveia/Parker Parcels**

N  
Palm Beach County  
Department of Environmental  
Resources Management  
January 10, 2014.skm

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**AGREEMENT FOR PURCHASE AND SALE**

**between**

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

**and**

**Jeffrey F. Gouveia and Melvin W. Parker, as Seller**

## AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and JEFFREY F. GOUVEIA, and MELVIN W. PARKER, Tenants-In-Common, each with a fifty percent (50%) undivided interest (collectively hereinafter referred to as the "Seller").

### WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 10.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board.

1.5 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating ten (10) days thereafter.

1.6 **"Permitted Exceptions"** - those exceptions to the title of the Property as set forth in Exhibit "B" attached hereto, together with any other title matters that may be accepted in writing by the County.

1.7 **"Personal Property"** - None, together with all additional items of personal property located upon the Real Property at Closing. Any items of personal property remaining upon the property at Closing shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.8 **"Property"** - the Real Property and Personal Property.

1.9 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement

1.10 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon.

2. **SALE AND PURCHASE** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances

appertaining to the Real Property, including, without limitation, any and all streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price of the Property shall be Thirty-Six Thousand Six Hundred Forty-Four Dollars and 20/100 (\$36,644.20).

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, prorations, and fees as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Seller is indefeasibly seized of marketable, fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 There is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which relates to or adversely affects Seller's ability to perform its obligations under this Agreement.

4.3 There are no judicial or administrative actions, suits, or judgments affecting the Property pending, or to the knowledge of Seller threatened, which relate to or adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

4.4 There are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

4.5 There are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property.

4.6 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property prior to the time of Closing.

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.8 There are no service contracts affecting the Property which will survive Closing.

4.9 That all ad valorem and non-ad valorem taxes for the Property have been fully paid or will be paid at or prior to Closing in accordance with Section 12 hereof, for the year of Closing and all prior years.

4.10 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.11 There are no facts known to Seller affecting the value of the Property which have not been disclosed in writing to County.

4.12 Seller has complied and shall comply from the date hereof until Closing with all applicable Federal, State, County and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.13 Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials and, to the best of Seller's knowledge, the Property has not in the past been so used.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue, the same shall be considered a default for which the County shall have the rights and remedies identified in Section 17.1 hereof.

5. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. In the event County elects not to close upon its purchase of the Property, County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder.

6. **EVIDENCE OF TITLE.**

6.1 Within ten (10) days after the Effective Date of this Agreement, the County will obtain an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by a title insurance company acceptable to County, agreeing to issue to the County upon the recording of the Warranty Deed to the Real Property, an owner's title insurance policy in the amount of the Purchase Price, insuring the marketability of the fee title of the County to the Real Property, subject only to the Permitted Exceptions. The cost of said title insurance commitment and title insurance policy and any premium therefore shall be paid by County at Closing.

The County shall have until ten (10) days after receipt of the title insurance commitment, or the end of the Inspection Period, whichever is later, in which to review same. In the event the title insurance commitment shall show as an exception any matter other than the Permitted Exceptions, County shall notify Seller of County's objection thereto, and Seller shall act with reasonable effort, including bringing suit, to remove such exception(s), which exceptions shall be deemed to constitute title defects. The Seller shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Closing Date, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the title insurance commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Seller shall have the option of discharging any

such matters at closing with the closing proceeds. If the defect(s) shall not have been so cured or removed from the title insurance commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of: (a) accepting title to the Property as it then exists; or (b) terminating this Agreement, by giving written notice thereof to Seller, provided, however, County shall not thereby waive any rights or remedies available to County due to such default by Seller, including an action for damages.

6.2 County may request, prior to the Closing, an endorsement of the title insurance commitment making it effective to within fifteen (15) days of the Closing Date. At Closing, the title insurance commitment shall be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; (f) matters arising or attaching subsequent to the effective date of the title insurance commitment but before the acquisition of record of title to the Property by the County; and (g) any general or specific title exceptions other than the Permitted Exceptions.

6.3 From and after the Effective Date of this Agreement, Seller shall take no action which would impair or otherwise affect title to any portion of the Property, and shall record no documents in the Public Records which would affect title to the Real Property, without the prior written consent of the County.

7. **SURVEY.** County shall have the right, within the time period provided in Section 6 for delivery and examination of title, to obtain a current survey of the Real Property and all improvements thereon. If the survey reveals any encroachments, overlaps, boundary disputes, or other defects, or any matters other than the Permitted Exceptions, the same shall be treated as title defects as described in Section 6 of this Agreement, and County shall have the same rights and remedies as set forth therein.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in the condition in which it existed as of the Effective Date. Notwithstanding the foregoing, Seller shall deliver the Property at Closing free of any trash, refuse or other debris, and in full compliance with all governmental regulations. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing. County shall have access to the Property at any reasonable time prior to Closing to verify Seller's compliance herewith.

9. **CONDITION PRECEDENT TO CLOSING.** The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct; (3) Seller shall assign to the County any existing permits appurtenant to the Property, upon request of County; and (4) there shall have been no change in the condition of the Property or the status of title to the Property, other than as specifically permitted by this Agreement. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.



10. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

10.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 2633 Vista Parkway, West Palm Beach, Florida.

10.2 **Closing Date.** The Closing shall take place within ten (10) days after expiration of the Inspection Period, or at such earlier date as is mutually agreed upon by the parties.

10.3 **Closing Documents.** County shall be responsible for preparation of all Closing documents. County shall submit copies of same to Seller no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

10.3.1 **Statutory Warranty Deed.** A Statutory Warranty Deed conveying good and marketable fee simple title to the property, subject only to the Permitted Exceptions.

10.3.2 **Affidavit of Seller.** A Seller's Affidavit stating that the Property is free and clear of all encumbrances, mortgages, liens, leases, licenses, contracts or claim of rights in a form sufficient to permit the title insurer to delete the "Gap" and "Standard Exceptions" from the title insurance policy and insure County's title to the Property in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

10.3.3 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

10.3.4 **Closing Statement.** A Closing Statement prepared in accordance with the terms hereof.

10.3.5 **Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated.

10.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County.

10.5 **County's Obligations.** At Closing, County shall deliver, or cause to be delivered, to Seller the following:

10.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

11.1.2 All costs and premiums for the owner's title insurance commitment and policy.

11.2 Seller shall pay the following expenses at Closing:

11.2.1 Documentary Stamps required to be affixed to the deed of conveyance.

11.2.2 All costs necessary to cure title defect(s) or encumbrances, other than the Permitted Exceptions, and to satisfy or release of record all existing mortgages and liens upon the Property.

11.3 The Seller and County shall each pay their own attorney's fees.

12. **PRORATIONS.**

12.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statutes Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

12.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

13. **CONDEMNATION.** In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, County shall have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed, subject to all other terms, covenants, conditions, representations, and warranties of this Agreement, to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings. County shall have the right to participate in any such proceedings.

14. **REAL ESTATE BROKER.** Seller represents and warrants to County that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with Seller. All indemnities provided for in this Section shall include, without

limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the closing or termination of this Agreement.

15. **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby 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:

15.1 County:

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

With a copy to:

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

15.2 Seller:

Jeffrey F. Gouveia  
16835 69<sup>th</sup> Street N  
Loxahatchee, Florida  
Fax

and

Melvin W. Parker  
16835 69<sup>th</sup> Street N  
Loxahatchee, Florida  
Fax

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

16. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted

assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

17. **DEFAULT.**

17.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event County elects option number three (3) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to terminate this Agreement and pursue damages.

17.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to: (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement and pursue damages.

18. **GOVERNING LAW & VENUE.** This Agreement 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 Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

19. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

20. **MEMORANDUM OF AGREEMENT.** County shall be entitled to record the Memorandum of Agreement attached hereto as Exhibit "C" in the Public Records of Palm Beach County, Florida. In the event County exercises its right to terminate this Agreement, County shall deliver a termination of such Memorandum of Agreement to Seller within sixty (60) days of such termination.

21. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

22. **INTEGRATION.** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in writing and signed by all of the parties hereto.

23. **EFFECTIVE DATE OF AGREEMENT.** This Agreement 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.

24. **HEADINGS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

25. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

26. **CONSTRUCTION.** No party shall be considered the author of this Agreement 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 Agreement 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 be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. **NO THIRD PARTY BENEFICIARY.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of County or employees of County or Seller.

28. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

29. **SURVIVAL.** The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

30. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. **AMENDMENT.** This Agreement may be modified and amended only by written instrument executed by the parties hereto.

32. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

33. **TIME COMPUTATION.** Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this

Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

34. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County public health unit.

35. **OFFICE OF THE INSPECTOR GENERAL.** Palm Beach County has established the Office of the Inspector General. 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 audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered  
in the presence of:

Date of Execution by Seller:

As to Seller:

1-30, 2014

Robin Gouveia  
Witness Signature

Jeffrey F. Gouveia  
"SELLER"

ROBIN GOUVEIA  
Print Witness Name

By: Jeffrey F. Gouveia  
Signature

Sharon E Parker  
Witness Signature

JEFFREY F. GOUVEIA  
Print Signatory's Name

SHARON E PARKER  
Print Witness Name

Date of Execution by Seller:

1-30, 2014

Robin Gouveia  
Witness Signature

Melvin W. Parker  
"SELLER"

ROBIN GOUVEIA  
Print Witness Name

By: Melvin W Parker  
Signature

Sharon E Parker  
Witness Signature

Melvin W Parker  
Print Signatory's Name

SHARON E. PARKER  
Print Witness Name

Date of Execution by County:

\_\_\_\_\_, 20\_\_

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

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

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director



## **SCHEDULE OF EXHIBITS**

EXHIBIT "A" - LEGAL DESCRIPTION

EXHIBIT "B" - PERMITTED EXCEPTIONS

EXHIBIT "C" - MEMORANDUM OF AGREEMENT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

EXHIBIT "A"

A PARCEL OF LAND 200.00 FEET IN WIDTH, BEING A PORTION OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 200.00 FEET OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 1,066,290 SQUARE FEET OR 24.4787 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

BEARINGS SHOWN HEREON ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 89°56'58" EAST ALONG THE NORTH LINE OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 41 EAST, AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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

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 = 1.000003384  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE. THIS IS NOT A BOUNDARY SURVEY.

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.

PARCEL 100 AND PARCEL 101 FOR SEMINOLE PRATT WHITNEY ROAD R/W WERE RELEASED PER BOARD ACTION R-2013-1691, DATED 12/03/2013. THAT PORTION OF THE CONCEPTUAL ALIGNMENT "C" SOUTH OF THE NORTH LINE OF SAID SECTION 6 & WITHIN THE PLAT OF PB BOITECH, RESEARCH PARK PB 103, PG 108 RELEASED PER BOARD ACTION R-2013-1690, DATED 12/03/2013.

THIS INSTRUMENT WAS 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.

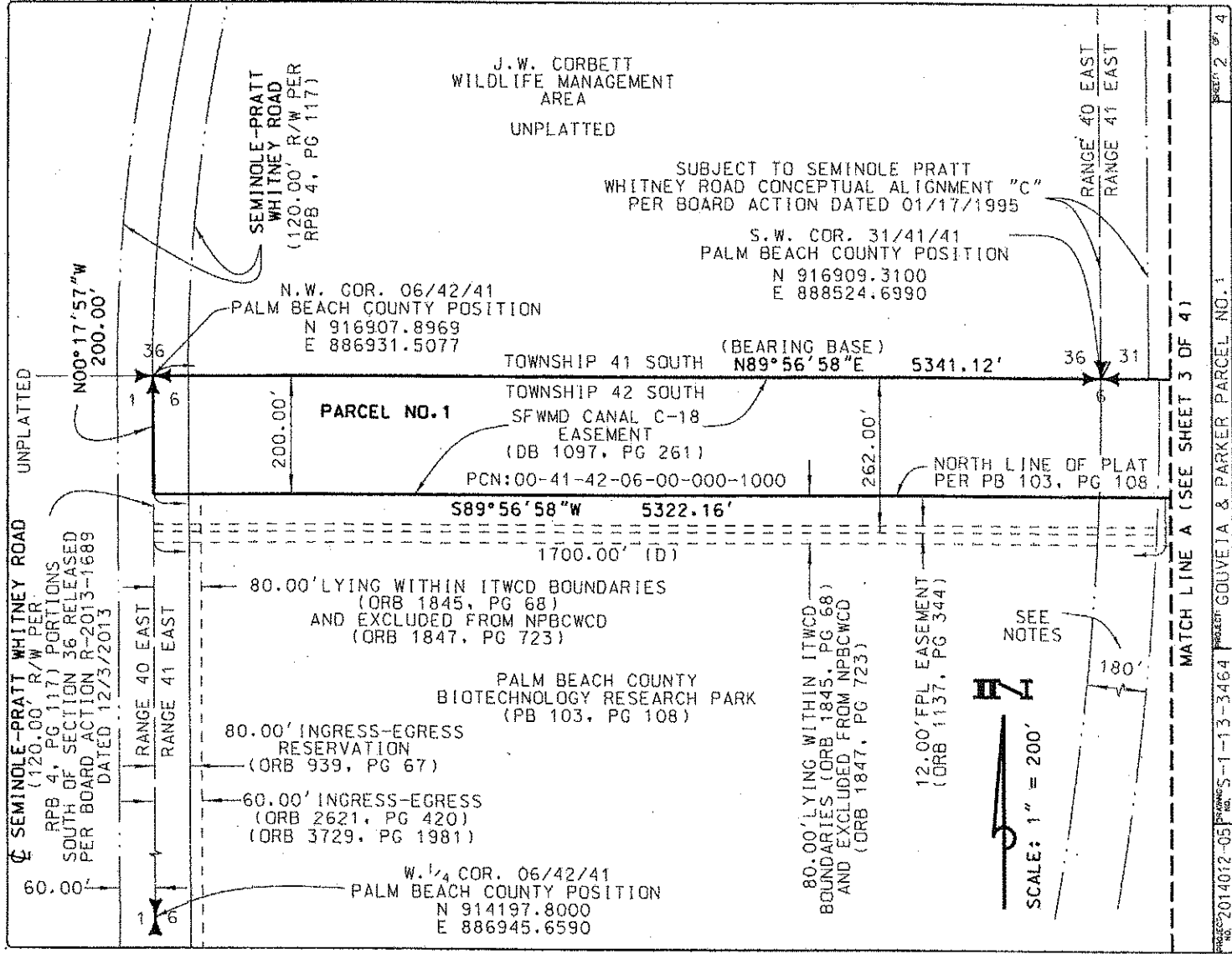
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

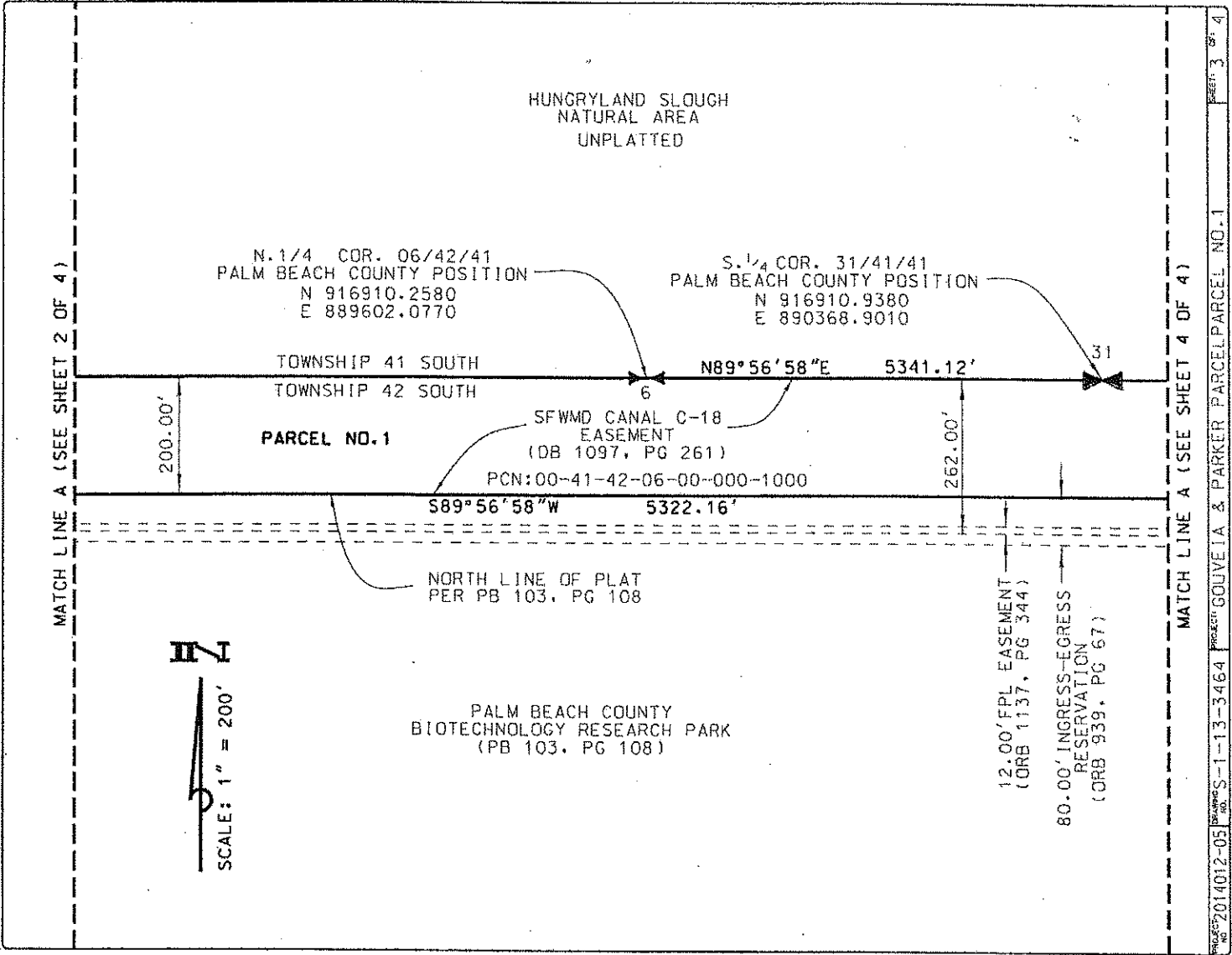
*Glenn W. Mark*  
 \_\_\_\_\_  
 12/10/13  
 DATE

GLENN W. MARK, P.L.S.  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 5304

PROJECT NO. 2011012-05	SHEET 4 OF 1	PROJECT: <b>COUVEIA &amp; PARKER                  PARCEL NO. 1</b>	SCALE: 1" = 100' DRAWN BY: G.W.M. CHECKED BY: S.T.A. DATE: 12/08/13	REVISION NO.	BY DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS <b>ROADWAY PRODUCTION</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
DESIGN FILE NAME S-1-13-3464.DGN		DRAWING NO. S-1-13-3464				



PROJECT NO. 2014012-05 DRAWINGS 5-1-13-3464 PROJECT GOUVEIA & PARKER PARCEL NO. 1 SHEET 2 OF 4



MATCH LINE A (SEE SHEET 3 OF 4)

LEGEND

- FPL = FLORIDA POWER & LIGHT
- RPB = ROAD PLAT BOOK
- PB = PLAT BOOK
- PBCO = PALM BEACH COUNTY
- PG = PAGE
- ORB = OFFICIAL RECORD
- R/W = RIGHT-OF-WAY
- UE = UTILITY EASEMENT
- NPBCWCD = NORTH PALM BEACH COUNTY WATER CONTROL DISTRICT
- ITWCD = INDIAN TRAILS WATER CONTROL DISTRICT
- SFWMD = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

HUNGRYLAND SLOUGH  
NATURAL AREA  
UNPLATTED

N.E. COR. 06/42/41  
PALM BEACH COUNTY POSITION  
N 916912.6109  
E 892272.6460

TOWNSHIP 41 SOUTH N89°56'58"E 5341.12'  
TOWNSHIP 42 SOUTH

PARCEL NO. 1

SFWMD CANAL C-18  
EASEMENT  
(DB 1097, PG 261)  
PCN:00-41-42-06-00-000-1000

S89°56'58"W 5322.16'

NORTH LINE OF PLAT  
PER PB 103, PG 108

PALM BEACH COUNTY  
BIOTECHNOLOGY RESEARCH PARK  
(PB 103, PG 108)

E. 1/4 COR. 06/42/41  
PALM BEACH COUNTY POSITION  
N 913997.6945  
E 892011.4515

12.00' FPL EASEMENT  
(ORB 1137, PG 344)

80.00' INGRESS-EGRESS  
RESERVATION  
(ORB 939, PG 67)



SCALE: 1" = 200'

262.00'

200.00'

S05°07'13"W  
200.81'

31

6

5

6

5

EXHIBIT "A"

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CONTAINING 529.927 SQUARE FEET OR 12.1655 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

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

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 = 1.000003384  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.


THIS IS NOT A BOUNDARY SURVEY.

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THIS INSTRUMENT WAS 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.

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

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
 \_\_\_\_\_  
 GLENN W. MARK, P.L.S.  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 5304

12/9/13  
 \_\_\_\_\_  
 DATE

2013012-05 SHEET 1 OF 3	PROJECT: <b>GOUVEIA &amp; PARKER                  PARCEL NO. 2</b>	DRAWN BY: CHECKED BY: DATE: 12/09/13	SECTION:	BY:	DATE:
	DESIGN FILE NAME: S-1-13-3461.DGN		DRAWING NO.: S-1-13-3467	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411	



SCALE: 1" = 200'

HUNGRYLAND SLOUGH  
NATURAL AREA  
UNPLATTED

N.W. COR. 05/42/41  
PALM BEACH COUNTY POSITION  
N 916912.6109  
E 892272.6460

N89°42'32"E 2646.27'

TOWNSHIP 41 SOUTH  
TOWNSHIP 42 SOUTH

N05°07'13"E  
200.89'

SFWMDCANAL C-18  
EASEMENT  
(DB 1097, PG 261)

PARCEL NO.2

PCN:00-41-42-05-00-000-1010  
S89°42'32"W 2653.13'

NORTH LINE OF PLAT  
PER PB 103, PG 108

PALM BEACH COUNTY  
BIOTECHNOLOGY RESEARCH PARK  
(PB 103, PG 108)

12.00' FPL EASEMENT  
(ORB 1137, PG 344)

E. 1/4 COR. 06/42/41  
PALM BEACH COUNTY POSITION  
N 913997.6945  
E 892011.4515

LEGEND

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- RPB = ROAD PLAT BOOK
- PB = PLAT BOOK
- PBCO = PALM BEACH COUNTY
- PC = PAGE
- ORB = OFFICIAL RECORD BOOK
- OR/W = RIGHT-OF-WAY
- UE = UTILITY EASEMENT
- NPBCWCD = NORTH PALM BEACH COUNTY WATER CONTROL DISTRICT
- ITWCD = INDIAN TRAILS WATER CONTROL DISTRICT
- SFWMDCANAL = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

MATCH LINE A (SEE SHEET 3 OF 3)

HUNGRYLAND SLOUGH  
NATURAL AREA  
UNPLATTED

N. 1/4 COR. 5/41/41  
PALM BEACH COUNTY POSITION  
N 916926.0630  
E 894918.8900



SCALE: 1" = 200'

MATCH LINE A (SEE SHEET 2 OF 3)

TOWNSHIP 41 SOUTH (BEARING BASE) N89°42'32"E 2646.27'

TOWNSHIP 42 SOUTH

PARCEL NO. 2

SFWMD CANAL C-18  
EASEMENT  
(DB 1097, PG 261)

PCN:00-41-42-05-00-000-1010

S89°42'32"W 2653.13'

NORTH LINE OF PLAT  
PER PB 103, PG 108

PALM BEACH COUNTY  
BIOTECHNOLOGY RESEARCH PARK  
(PB 103, PG 108)

12.00' FPL EASEMENT  
(ORB 1137, PG 344)

WEST LINE OF PLAT  
PER PB 103, PG 108  
&  
EAST LINE OF THE WEST  
HALF OF SAID SECTION 5

S03°10'01"W  
200.36'

PROJECT NO. 2014012-05 PLANNING NO. S-1-13-3464 PROJECT GOUVEIA & PARKER PARCEL NO. 2 SHEET 3 OF 3



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Easement Deed in favor of Central and Southern Florida Flood Control District (n/k/a South Florida Water Management District), as recorded in Deed Book 1097, Page 261.
2. Easement reserved in Warranty Deed recorded in Official Record Book 939, Page 67.
3. Order Extending Indian Trail Water Control District boundary(s) recorded in Official Record Book 1845, Page 68.
4. Tri-party Easement Agreement recorded in Official Record Book 2621, Page 420 as amended in Official Record Book 3729, Page 1981.

NOTE: All recording references contained herein are in the Public Records of Palm Beach County, Florida.

**EXHIBIT "C"**

**MEMORANDUM OF AGREEMENT**

Prepared By/Return To:  
Christine Steiner, Real Estate Specialist  
Palm Beach County  
Property & Real Estate  
Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

**MEMORANDUM OF AGREEMENT**

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated \_\_\_\_\_ (Resolution No. \_\_\_\_\_) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11<sup>th</sup> Floor, West Palm Beach, Florida 33401, ("County"), and Jeffrey F. Gouveia and Melvin W. Parker, with a mailing address of 16835 69<sup>th</sup> Street North, Loxahatchee, FL 33470 (collectively "Seller").

**WITNESSETH:**

**WHEREAS**, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Seller has executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

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

Jeffrey F. Gouveia  
"SELLER"

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

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

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

\_\_\_\_\_ Print Signatory's Name

\_\_\_\_\_ Date of Execution by Seller:

\_\_\_\_\_ Print Witness Name  
\_\_\_\_\_, 20\_\_

STATE OF \_\_\_\_\_ ]  
  ]   
COUNTY OF \_\_\_\_\_ ]

SS:

The foregoing Memorandum of Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_

Melvin W. Parker  
"SELLER"

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

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

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

\_\_\_\_\_  
Print Signatory's Name

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

Date of Execution by Seller:  
\_\_\_\_\_, 20\_\_

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

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ]

SS:

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of \_\_\_\_\_ a \_\_\_\_\_, who is personally  
known to me OR who produced \_\_\_\_\_ as identification and who  
did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of \_\_\_\_\_ at Large  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

(to the Memorandum of Agreement)

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT "A"

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 DATUM = NAD 83, 1990 ADJUSTMENT  
 ZONE = FLORIDA EAST  
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 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION  
 ALL DISTANCES ARE GROUND.  
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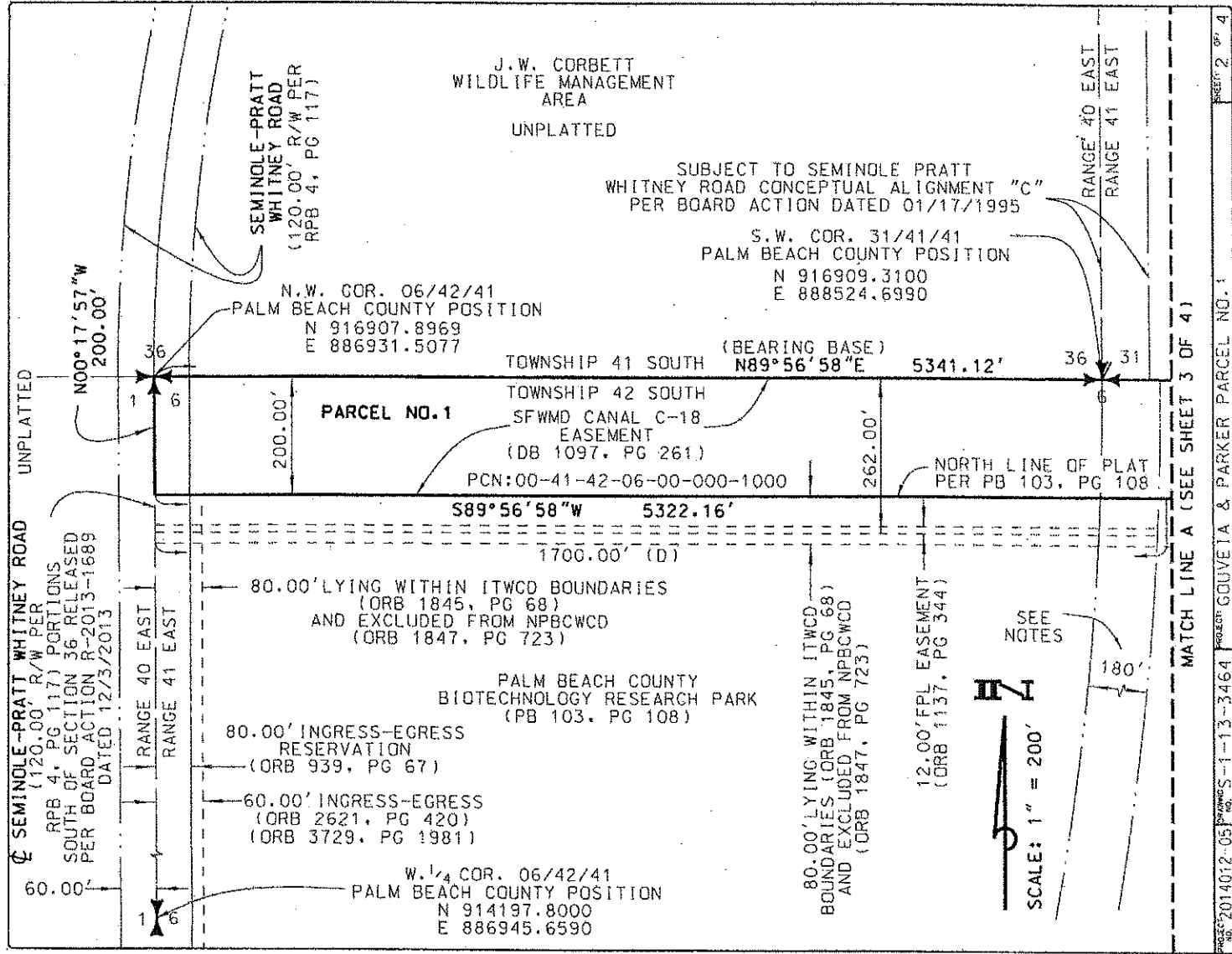
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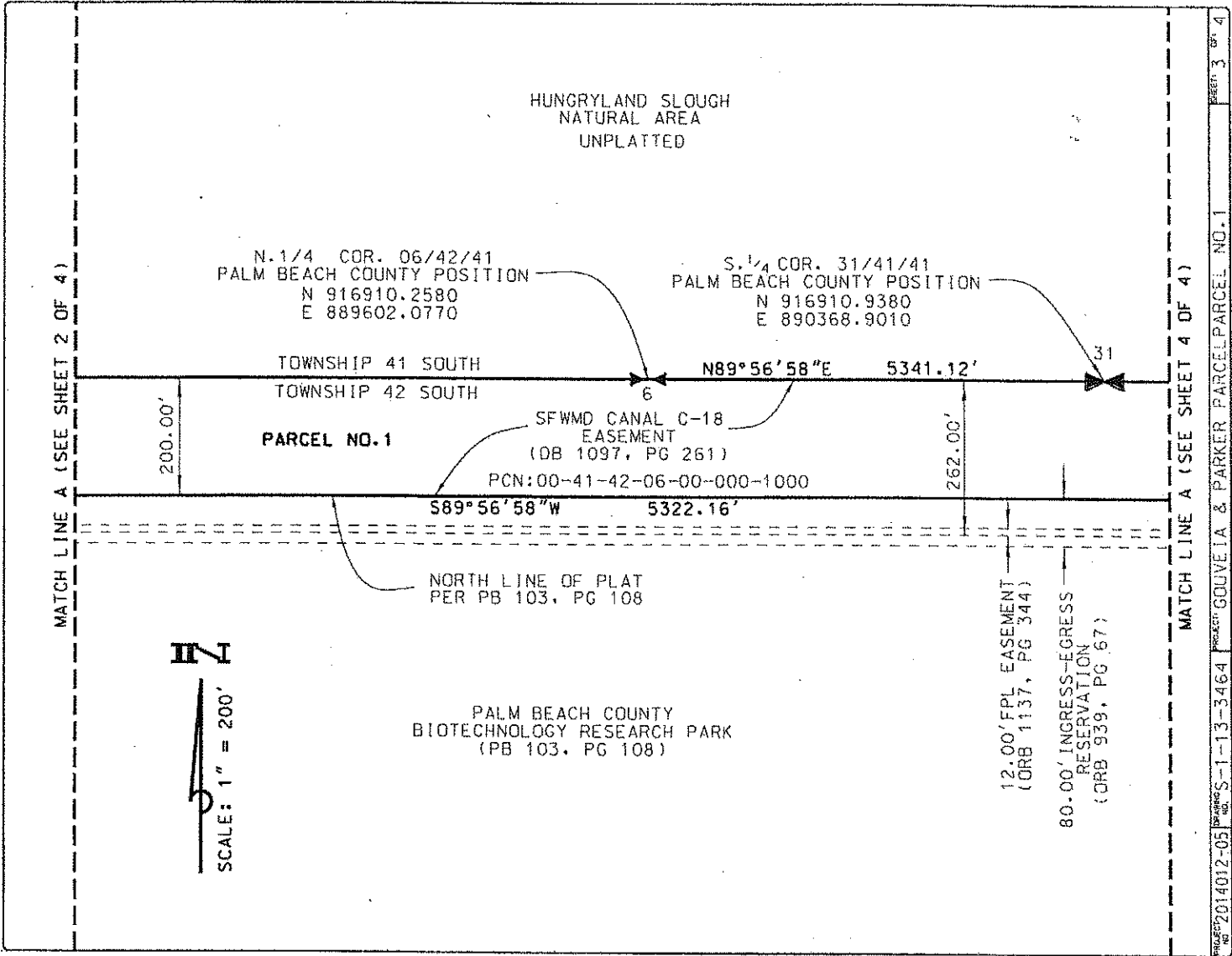
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*Glenn W. Mark* 12/10/13  
 \_\_\_\_\_  
 GLENN W. MARK, P.L.S. DATE  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 5304

2013012-05 SHEET 1 OF 4	PROJECT: <b>GOUEIA &amp; PARKER          PARCEL NO. 1</b>	SCALE: 1" = 10' DRAWN: G.W.M. CHECKED: S.T.A. DATE: 12/06/13 FILED BOOK NO.	NO.	REVISION	BY	DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  <b>ROADWAY PRODUCTION</b> 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME: S-1-13-3464.DGN DRAWING NO.: S-1-13-3464						



PROJECT: 2014012-05 DRAWING: S-1-13-3464 PROJECT: GOUVEIA & PARKER PARCEL NO. 1 SHEET: 2 OF 4



PROJECT NO. 2014012-05  
SHEET NO. 3 OF 4  
PROJECT: GOUVEIA & PARKER PARCEL PARCEL NO. 1



MATCH LINE A (SEE SHEET 3 OF 4)

LEGEND

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PALM BEACH COUNTY POSITION  
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TOWNSHIP 42 SOUTH

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PARCEL NO. 1

SFWMD CANAL C-18  
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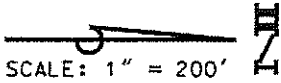
200.00'

NORTH LINE OF PLAT  
PER PB 103, PG 108

PALM BEACH COUNTY  
BIOTECHNOLOGY RESEARCH PARK  
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PALM BEACH COUNTY POSITION  
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THIS IS NOT A BOUNDARY SURVEY.

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 WAS 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.

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

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

  
 GLENN W. MARK, P.L.S.  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 5304

12/9/13  
 DATE

PROJECT NO. 2014012-05	SHEET NO. 1	PROJECT: <b>GOUVEIA &amp; PARKER                  PARCEL NO.2</b>	REGISTERED PROFESSIONAL ENGINEER STATE OF FLORIDA DATE 12/08/13 FIELD BOOK NO.	REVISION NO.	BY DATE	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-13-3461.DGN			DRAWING NO. S-1-13-3467		



SCALE: 1" = 200'

HUNGRYLAND SLOUGH  
NATURAL AREA  
UNPLATTED

N.W. COR. 05/42/41  
PALM BEACH COUNTY POSITION  
N 916912.6109  
E 892272.6460

N89°42'32"E 2646.27'

TOWNSHIP 41 SOUTH

TOWNSHIP 42 SOUTH

PARCEL NO.2

N05°07'13"E  
200.89'

SFWMD CANAL C-18  
EASEMENT  
(DB 1097, PG 261)

PCN:00-41-42-05-00-000-1010

S89°42'32"W 2653.13'

NORTH LINE OF PLAT  
PER PB 103, PG 108

PALM BEACH COUNTY  
BIOTECHNOLOGY RESEARCH PARK  
(PB 103, PG 108)

12.00' FPL EASEMENT  
(ORB 1137, PG 344)

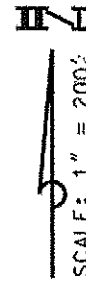
E. 1/4 COR. 06/42/41  
PALM BEACH COUNTY POSITION  
N 913997.6945  
E 892011.4515

LEGEND

- FPL = FLORIDA POWER & LIGHT
- RPB = ROAD PLAT BOOK
- PB = PLAT BOOK
- PBCO = PALM BEACH COUNTY
- PG = PAGE
- ORB = OFFICIAL RECORD BOOK
- R/W = RIGHT-OF-WAY
- UE = UTILITY EASEMENT
- NPBCWCD = NORTH PALM BEACH COUNTY WATER CONTROL DISTRICT
- ITWCD = INDIAN TRAILS WATER CONTROL DISTRICT
- SFWMD = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

MATCH LINE A (SEE SHEET 3 OF 3)

HUNGRYLAND SLOUGH  
NATURAL AREA  
UNPLATTED



N. 1/4 COR. 5/41/41  
PALM BEACH COUNTY POSITION  
N 916926.0630  
E 894918.8900

MATCH LINE A (SEE SHEET 2 OF 3)

TOWNSHIP 41 SOUTH (BEARING BASE) N89°42'32"E 2646.27'

TOWNSHIP 42 SOUTH

PARCEL NO.2

SFWMDCANAL C-18  
EASEMENT  
(DB 1097, PG 261)

PCN:00-41-42-05-00-000-1010

S89°42'32"W 2653.13'

NORTH LINE OF PLAT  
PER PB 103, PG 108

PALM BEACH COUNTY  
BIOTECHNOLOGY RESEARCH PARK  
(PB 103, PG 108)

12.00' FPL EASEMENT  
(ORB 1137, PG 344)

WEST LINE OF PLAT  
PER PB 103, PG 108  
&  
EAST LINE OF THE WEST  
HALF OF SAID SECTION 5

S03°10'01"W  
200.36'

PROJECT NO. 2014012-05 SHEET 3 OF 3 PROJECT: GOUVEIA & PARKER PARCEL NO. 2