

# 3H-6

Meeting Date: **October 7, 2014**      ☒ **Consent**      ☐ **Regular**  
☐ **Ordinance**      ☐ **Public Hearing**

**Department:** Facilities Development & Operations

## I. EXECUTIVE BRIEF

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

- A) First Amendment to Access Easement in favor of Sannlor Properties II, LLC (Sannlor) (R2011-1786); and
- B) First Amendment to Drainage Easement in favor of Sannlor (R2011-1785); and
- C) First Amendment to Flowage and Drainage Easement in favor of Sannlor (R2012-0567); and
- D) Termination of Use and Management Agreement with Sannlor (R95-8240); and
- E) a Signage and Landscape Easement in favor of Sannlor.

**Summary:** Morikami Park (Park) is located on Jog Road in western Delray Beach between Linton Boulevard and Clint Moore Road. On June 20, 1995, the Board approved a Use and Management Agreement (Agreement) (R95-8240) with the American Orchid Society, Inc. (AOS) whereby the orderly development of the Park and the adjacent AOS property would occur in the best interest of both parties. The Agreement required the County to grant AOS easements for access, storm water drainage and signage over Park property. The Board previously approved an Access Easement (R2011-1786), a Drainage Easement (R2011-1785), and a Flowage and Drainage Easement (R2012-0567). Sannlor is the successor in interest to the AOS property and is redeveloping the site as a day care and private school for autistic children. The Access Easement is being modified to add security fencing, a card reader gate and a vehicle turn around area for the new school. The 10' Drainage Easement and the 15' Flowage and Drainage Easement are being modified to expand the width to 25' to meet current code requirements. In addition, Sannlor has requested a Signage and Landscape Easement which it is entitled to under the Agreement. With approval of these easements the County will have fulfilled its obligations under the Agreement and will record a Termination of Use and Management Agreement to document that the County will be under no further obligation to provide Sannlor additional use of the Park property. All of the Easements described herein are being granted at no charge since each is consistent with the original intent of the Agreement. **(PREM) District 5 (HJF)**

**(continued on page 3)**

**Attachments:**

1. Location Map
2. First Amendment to Access Easement
3. First Amendment to Drainage Easement
4. First Amendment to Flowage and Drainage Easement
5. Termination of Use and Management Agreement
6. Signage and Landscape Easement

Recommended By: Dee Ann Wolf 9/15/14  
Department Director Date

Approved By: [Signature] 9/23/14  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>✕</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.

Fixed Asset Number \_\_\_\_\_ n/a \_\_\_\_\_

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

### B. Legal Sufficiency:

Assistant County Attorney

### C. Other Department Review:

Department Director

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

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**Background and Justification:** On June 20, 1995, the County entered into an Agreement with AOS providing for the cooperative development of the property located adjacent to Morikami Park. The Agreement required the County to grant AOS easements for access across the Park property, storm water drainage to a lake located on Park property and a signage easement, all at no charge. Sannlor has purchased the AOS property and is redeveloping the site for use as a daycare and private school serving autistic children. These First Amendments are responsive to issues raised by Land Development regarding the drainage system design drawings and access to the Sannlor site. Based on the depth of the existing drainage pipes into the lake and to allow for effective maintenance/repair of all pipes, Land Development is requiring a width of not less than 25' for each easement corridor to comply with minimum standards. The First Amendment to Access Easement is being modified to permit security fencing, a card reader gate and to provide a vehicle turn around area for those vehicles which are denied access to the site. Further, the First Amendment to Access Easement puts Sannlor on notice that the County is developing a Master Plan for the Park. Should the Master Plan require the Access Easement to be relocated, Sannlor agrees to allow County to move the entryway; however, such modification will be at County's expense.

The Signage and Landscape Easement is being requested by Sannlor as contemplated under the agreement with AOS. This easement is located at the southwest corner of Morikami Park Road and Jog Road and includes both an access easement area which is 5.08 feet by 16 feet (81 sq. feet) and a sign easement area which is 12 feet by 16 feet (192 sq. feet). The County has agreed to honor this request with Sannlor in order to satisfy all the development obligations within the Agreement. In exchange, the County required Sannlor to sign a Termination of the Use and Management Agreement.

The County will retain the right to relocate the Flowage and Drainage Easement and will require Sannlor, or any future owner of the Sannlor site, to pay the County for any expense incurred in connection with the relocation of drainage improvements. Sannlor, or any future owner of the Sannlor site, remains solely responsible for maintenance, repair and restoration of improvements within the limits of both drainage easements.