

3H-8

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:

April 5, 2016

Consent

Regular

Ordinance

Public Hearing

Department:

Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Temporary Construction Easement (TCE) from the City of West Palm Beach for the County's construction within City owned right of way of a reclaimed water pipeline extending from the East Central Regional Wastewater Reclamation Facility (ECRWWF) to the Ballpark of the Palm Beaches.

Summary: This TCE permits the County to construct the reclaimed water pipeline which is required to service the Ballpark. The proposed pipeline will be constructed within City owned property along the M-canal. The property is already encumbered with utility easements in favor of FPL and the City of Riviera Beach. The County Water Utilities Department is managing the construction project. Upon completion of construction, the pipeline will be owned by the City and will be the City's perpetual maintenance responsibility. (PREM) District 7 (HJF)

Background and Policy Issues: The City, County and ECR Board entered into Interlocal Agreements for construction, operation and maintenance of reclaimed water facilities required for service of the Ballpark. At the time that the Interlocal Agreements were approved, the alignment of the pipeline was not finalized. Staff will be processing a subsequent agenda item to clearly delegate authority to execute TCE's when the County is constructing upon property of others in conjunction with a Board approved project.

Attachments:

1. Location Map
2. TCE

Recommended By:

RCH Amy Wray

Department Director

Date

Approved By:

KBaller

County Administrator

3/30/16

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
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.

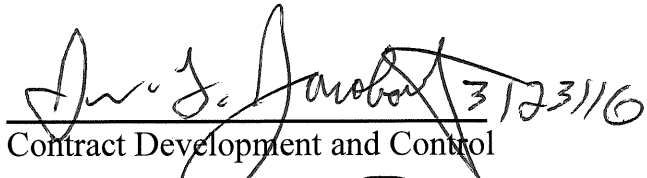
Fixed Assets Number - N/A

Departmental Fiscal Review: _____

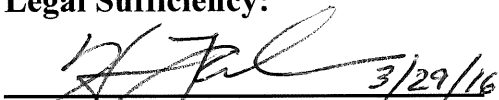
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB ^{AP sc} _{3/17} ^{CA} _{3/17}


 Contract Development and Control
 3/23/16
 3/22/16 FW

B. Legal Sufficiency:

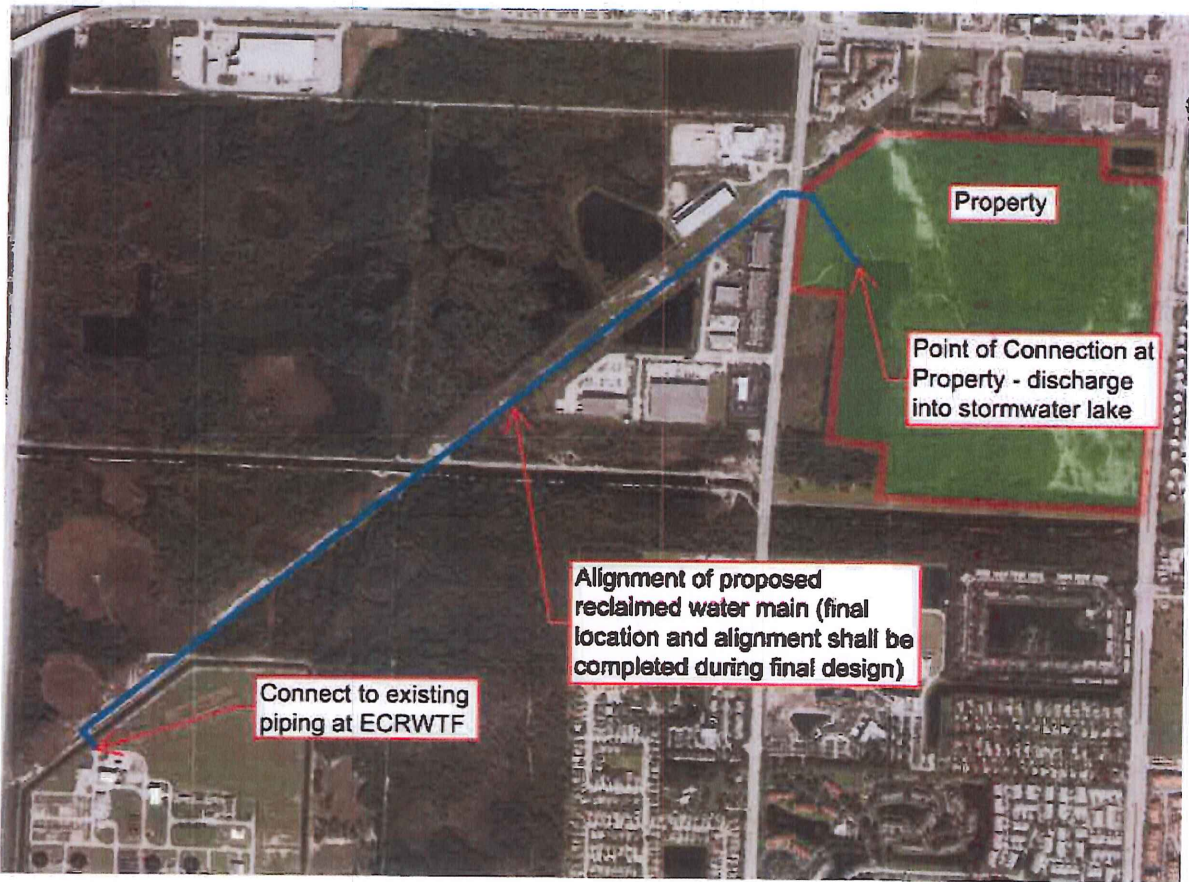

 Assistant County Attorney
 3/29/16

C. Other Department Review:

 Department Director

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

Location Map

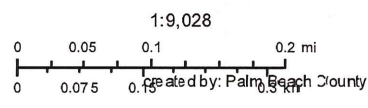


LOCATION MAP



ATTACHMENT NO. 1

PAGE 1 OF 2



Prepared by and
Record & Return to:

Ross Hering
PALM BEACH COUNTY
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN# 74-42-43-11-01-004-0010
74-42-43-02-00-000-5010
and various Right-of-Way parcels

TEMPORARY CONSTRUCTION EASEMENT
Reclaimed Water Pipeline

THIS EASEMENT is made by and the **CITY OF WEST PALM BEACH**, a municipal corporation, (“City”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (“County

Recitals

WHEREAS, City is the owner of the land described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, the City is the owner of the Water Catchment Area, which includes the M-Canal, for public water supply purposes and for environmental, educational and conservation purposes, pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169 (“the Special Act”), as amended; and the Water Catchment Area serves as a natural surface water supply source for the City and has been designated as a Class I potable water supply protected by State and Federal laws; and

WHEREAS, County has requested that City grant a Temporary Construction Easement to allow County to construct and install reclaim water pipelines on the City’s owned right-of-way/Property.

NOW THEREFORE, and in consideration of the sum of TEN DOLLARS (\$10.00) to the City in hand paid by the County, and other valuable considerations, receipt and sufficiency of which are hereby acknowledged, City grants to the County, its agents, employees, and contractors, a temporary construction easement (“Easement”) over, upon, under, through and across the Property for the purpose of constructing and installing reclaimed water pipelines (“Project”) on City owned right-of-way/Property.

1. **Representation of Title.** City hereby warrants that (a) City has full power and authority to grant

this Easement; and that the Property is free and clear of any liens and encumbrances which would prohibit County's intended use.

2. **Maintenance, Repair, and Restoration.** County shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage, pay any liabilities, damages, and fines, and perform any required environmental clean-up and remediation arising out of County's exercise of the rights granted hereby and restore the Property, any improvements now existing or constructed hereinafter, to the condition it was in prior to such damage, using materials of like kind and quality. The permanent above-ground and below-ground reclaimed water facilities to be located on the Property shall not be considered "damage" as set forth in this paragraph.

3. **Reservation of City's Rights.** City shall retain and have the right to use the Property for any purpose which is not inconsistent with and does not interfere with the use of the Easement for the purposes herein granted.

4. **Covenants Running with the Land and Binding Effect.** This Easement shall run with the land and shall be binding upon City, all parties entitled to use or possession of the Property by or through City, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this Easement is terminated as herein provided.

5. **Term.** This Easement shall continue until the construction Project is complete, at which time the Easement shall become null and void. In the event the Project is not commenced within two (2) years of the date of this Easement, this Easement shall become null and void.

6. **Prohibition Against Liens.** The City's interest in the Property shall not be subject to liens arising from County's or any other person or entity's use of the Property, or exercise of the rights granted under this Easement. County shall promptly cause any lien imposed against the Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, County shall either require County's general contractor performing the work with regard to the Project to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming City as an obligee or require such contractors to comply with County's Bond Waiver Program as set forth in County PPM #CW-F-016 as the same may be amended from time to time, which is hereby incorporated herein by reference. A certified recorded copy of any required payment or performance bond shall be delivered to City prior to commencement of construction.

7. **Insurance.** County acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that County is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

County shall require its contractors, subcontractors and all persons performing work upon the Property to provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence

combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Property Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages. The County may lower the coverage limits for subcontractors providing the County's contractor agrees to provide insurance for the difference between the subcontractor's reduced coverage and the amounts required by this paragraph.

Except for Workers Compensation and Automobile, all insurance policies shall name the City as Additional Insured. Such insurance shall be underwritten by an insurance company licensed to do business in the State of Florida and approved by the City.

A Certificate of Insurance evidencing such insurance coverage shall be provided prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

8. **Special Act.** County's use of the Property shall not be inconsistent with or violative of the Special Act, or any applicable laws or regulations governing Class I potable water supplies or the Water Catchment Area.

9. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of County, and County's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Property for public use.

10. **Time of Essence.** The parties expressly agree that time is of the essence in this Easement.

11. **Matters of Record.** County hereby accepts this Easement on the Property "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

12. **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 (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated 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:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy not to constitute notice to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

City:

City of West Palm Beach
Attn: City Administrator
401 Clematis Street
West Palm Beach, FL 33401

With a copy not to constitute notice to:

City of West Palm Beach
Attn: City Attorney
PO Box 3366
West Palm Beach, FL 33402-3366

13. **Prohibition Against Assignment.** This Easement may not be assigned by County.

14. **LLC.** The City acknowledges that HW Spring Training Complex, LLC ("LLC"), a Florida Limited Liability Company whose sole managers are Arthur Fuccillo and Giles Kibbe, is a third party beneficiary to this Easement and may be authorized by the County to contract for construction of the Project and to access the Property, as County's agent. All parties hereto agree that no manager, member, agent, or employee of the LLC shall have any liability or obligation whatsoever directly or indirectly, personal or authorize, under this Agreement under any legal or equitable theory. All parties further agree that no manager, member, agent, or employee shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent

such person or entity shall have executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager, member, agent or employee of the LLC in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any lawful claim against the LLC as a limited liability company.

15. **No Third Party Beneficiary.** The parties understand and agree that the LLC is a third party beneficiary to this Easement and will be damaged in the event of a breach hereof. Other than as to the LLC, no provision of this Easement 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 Easement, including but not limited to any citizens of County or employees of County or City.

16. **Effective Date of Easement.** This Easement shall become effective only when signed by all parties.

17. **Waste or Nuisance.** County shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property or which may affect City's fee interest in the Property.

18. **Governmental Regulations.** County shall, at County's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to County or its construction of the Project on the Property. County shall not store or dispose any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents, including any petroleum products, used or produced in County's activity, on the Property or in any manner not permitted by law.

19. **Surrender of Premises.** Upon final completion of the Project, County shall remove all of its personal property from the Property.

20. **Dispute Resolution.** The County and the City will agree to make every reasonable effort to resolve disputes under this Easement prior to either party proceeding to terminate this Easement due to the default of the other party. Accordingly in the event of a dispute related to the performance of either the City or the County under this Easement, the City and County agree not to exercise their respective termination rights until they have engaged in an expedited dispute resolution process including mediation, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery or written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorney's fee and costs thereafter.

21. **Governing Law/Venue.** This Easement shall be construed and interpreted in accordance with,

and the validity of this Easement shall be judged by the laws of the State of Florida.

22. **Status of Easement.** Anything in this Easement to the contrary notwithstanding, no breach of this Easement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Easement shall be binding upon, and be effective against, any party whose title is acquired by foreclosure, trustee's sale or otherwise.

23. **Construction.** 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 be 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.

24. **Severability.** If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

25. **Recordation.** This Easement may be recorded in the public records of Palm Beach County, Florida.

[Remainder of page intentionally left blank. Signatures on following page.]

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

Signed, sealed, and delivered in the presence of:

City:

ATTEST:

CITY OF WEST PALM BEACH, a municipal corporation of the State of Florida

By: Hazeline F. Carson
Hazeline F. Carson, City Clerk

By: Geraldine Muoio
Geraldine Muoio, Mayor

Date: 3/4/2016

OFFICE OF THE CITY ATTORNEY

Approved as to form and legality

By: [Signature]

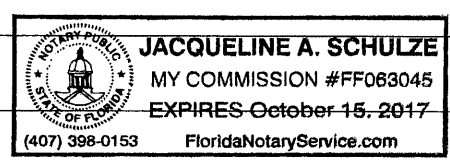
(City Seal)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing Temporary Construction Easement was acknowledged before me this 4th day of March, 2016, by Geraldine Muoio, Mayor, of the City of West Palm Beach, Florida, as an act of the City. The Mayor is personally known to me and did not take an oath.

Jacqueline A. Schulze
Signature of Notary Public

[seal] (Print, type or stamp name)
Commission No.



ATTEST:

County:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Assistant County Attorney

By: [Signature]
Department Director

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing Temporary Construction Easement was acknowledged before me this _____ day of _____, 20____, by _____. She is personally known to me and did not take an oath.

Signature of Notary Public

(Print, type or stamp name)

[seal]

Commission No.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 2 AND THE NORTH ONE-HALF OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING A PORTIONS OF CITY OF WEST PALM BEACH CONSERVATION EASEMENT NO. 2, LOTS 4, 5, 6, 7, 9, 10 AND THE 47TH PLACE NORTH 25 FOOT ROAD RESERVATION AND THE 47TH PLACE NORTH 60 FOOT ROAD RESERVATION, OF THE PLAT OF SUBDIVISION OF SECTION 11 TOWNSHIP 43 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 20, PAGE 53 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER CORNER OF SAID SECTION 2, THENCE, ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 2, NORTH 04°51'15" EAST, A DISTANCE OF 450.76 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH LINE OF WEST PALM BEACH COMMERCE PARK, AS RECORDED IN PLAT BOOK 96, PAGES 176 THROUGH 177, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, ALONG SAID WESTERLY PROLONGATION OF AND THE SOUTH LINE OF SAID WEST PALM BEACH COMMERCE PARK, SOUTH 88°26'40" EAST, A DISTANCE OF 665.68 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FOOT TEMPORARY CONSTRUCTION EASEMENT, SAID EASEMENT LYING 10.00 FEET EACH SIDE OF SAID CENTERLINE;

THENCE, DEPARTING SAID SOUTH LINE, ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES, SOUTH 51°47'07" WEST, A DISTANCE OF 691.69 FEET; THENCE SOUTH 48°59'28" WEST, A DISTANCE OF 36.96 FEET; THENCE SOUTH 51°46'21" WEST, A DISTANCE OF 1300.62 FEET; THENCE SOUTH 51°38'30" WEST, A DISTANCE OF 410.16 FEET; THENCE SOUTH 52°09'42" WEST, A DISTANCE OF 353.65 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES AS RECORDED IN OFFICIAL RECORD BOOK 8107, PAGE 824, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDES OF THE ABOVE DESCRIBED EASEMENTS SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 20 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.

SAID LANDS LYING IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA. CONTAINING 64,318 SQUARE FEET OR 1.4765 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF NORTH 04°51'15" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 42 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS DETERMINED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT.
4. THE "LAND DESCRIPTION" HEREON WAS PROVIDED BY THE CLIENT.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 27, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 10



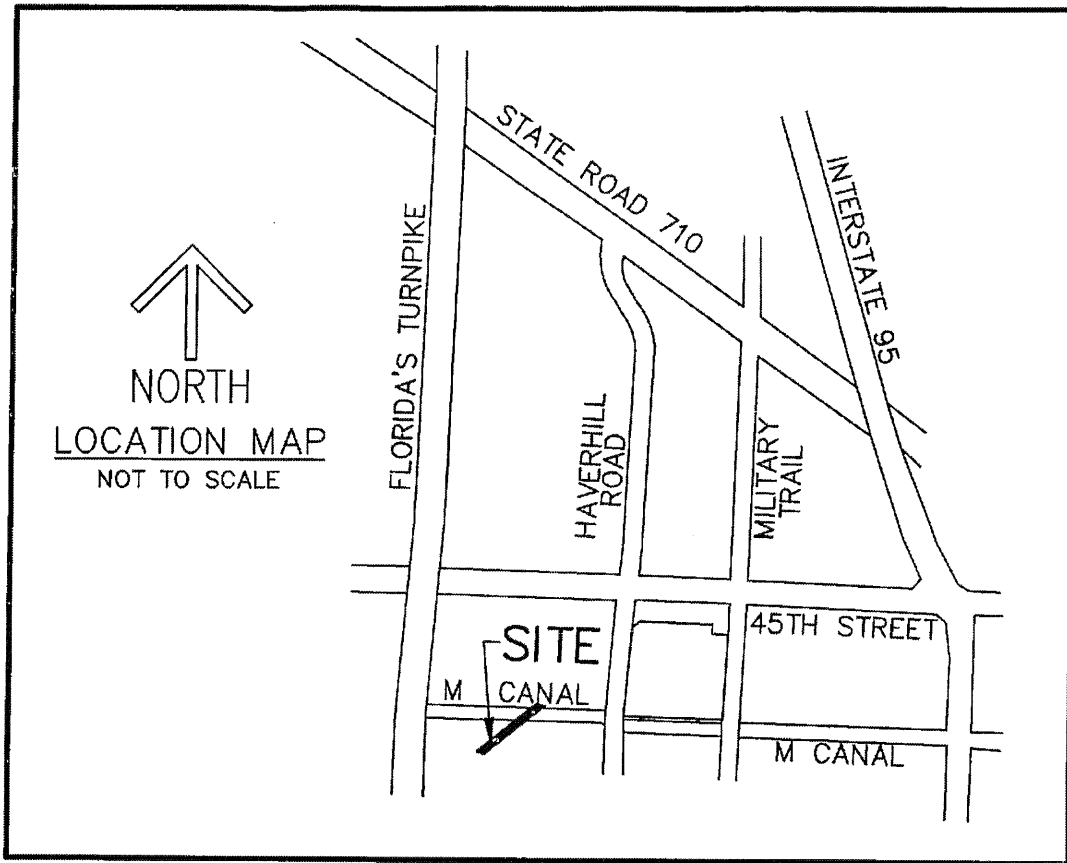
CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

[Signature]
DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	1/27/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6968-TCE

CITY OF WEST PALM BEACH
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION



LEGEND/ABBREVIATIONS

- ☉ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.T. - POINT OF TERMINUS

**NOTES
COORDINATES, BEARINGS AND DISTANCES**

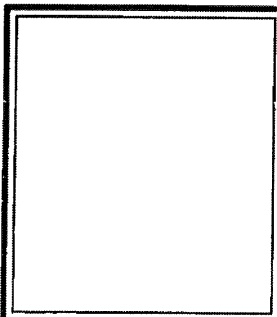
COORDINATES SHOWN ARE GRID
 DATUM = NAD 83 (90/98 ADJUSTMENT)
 ZONE = FLORIDA EAST
 LINEAR UNIT = US SURVEY FEET
 COORDINATE SYSTEM 1983 STATE PLANE
 TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND
 SCALE FACTOR = 1.0000371
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 BEARINGS AS SHOWN HEREON ARE GRID DATUM,
 NAD 83 (90/98 ADJUSTMENT), FLORIDA EAST ZONE.

SHEET 2 OF 10

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION**



DATE	1/27/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6968-TCE

TRACT L
WEST PALM COMMERCE PARK
(PLAT BOOK 96, PAGES 176-177)

P.O.B.
N 880118.69
E 942156.19

S88°26'40"E 665.68'

SOUTH LINE WEST PALM COMMERCE PARK
(PLAT BOOK 96, PAGES 176-177)

CITY OF WEST PALM BEACH
CONSERVATION EASEMENT NO. 2

20' RIVIERA BEACH UTILITY EASEMENT
(O.R.B. 2556, PAGE 1084)

25' GAS LINE EASEMENT
(O.R.B. 1653, PAGE 892)

25' FPL EASEMENT
(O.R.B. 2463, PAGE 1542)

⊕ 20' TEMPORARY
CONSTRUCTION
EASEMENT

CITY OF WEST PALM BEACH
CONSERVATION EASEMENT NO. 2

M CANAL

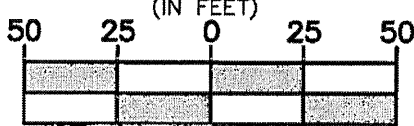
P.O.C.

SOUTHWEST CORNER OF S.E. 1/4
SECTION 2, TOWNSHIP 43 SOUTH, RANGE 42 EAST
FOUND PALM BEACH COUNTY
BRASS DISK IN CONCRETE
N 879687.62
E 941452.61

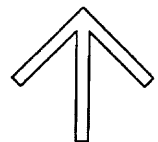
LEGEND/ABBREVIATIONS

- ⊕ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

GRAPHIC SCALE



INTENDED DISPLAY SCALE
1 INCH = 50 FEET



NORTH

SHEET 3 OF 10

CAULFIELD & WHEELER, INC.



CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

CITY OF WEST PALM BEACH
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION

DATE 1/27/15

DRAWN BY DLS

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 6968-TCE



CITY OF WEST PALM BEACH
CONSERVATION EASEMENT NO. 2

160' FLORIDA POWER &
LIGHT CO. EASEMENT
(O.R.B. 1023, PAGE 680)

M CANAL

20' RIVIERA BEACH UTILITY EASEMENT
(O.R.B. 2556, PAGE 1084)

25' GAS LINE EASEMENT
(O.R.B. 1653, PAGE 892)

25' FPL EASEMENT
(O.R.B. 2463, PAGE 1542)

☉ 20' TEMPORARY
CONSTRUCTION
EASEMENT

CITY OF WEST PALM BEACH
CONSERVATION EASEMENT NO. 2

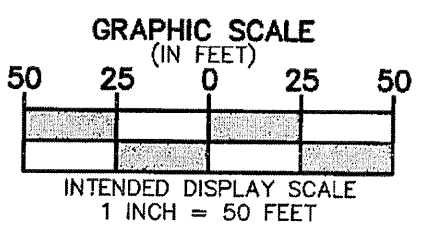
NORTH LINE OF SECTION 11
TOWNSHIP 34 SOUTH, RANGE 42 EAST

25' ROAD RESERVATION
(PLAT BOOK 20, PAGES 53)

LOT 4
SUBDIVISION OF SECTION 11
TOWNSHIP 43 SOUTH, RANGE 42 EAST
(PLAT BOOK 20, PAGES 53)

LEGEND/ABBREVIATIONS

- ☉ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK



SHEET 4 OF 10



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**CITY OF WEST PALM BEACH
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION**

DATE	1/27/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6968-TCE

MATCHLINE SEE SHEET 5 OF 10

MATCHLINE SEE SHEET 3 OF 10

NORTH 1/4 CORNER OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 FOUND PALM BEACH COUNTY
 BRASS DISK IN CONCRETE
 N 879687.62
 E 941452.61

LOT 5
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)



160' FLORIDA POWER &
 LIGHT CO. EASEMENT
 (O.R.B. 1023, PAGE 680)

20' RIVIERA BEACH UTILITY EASEMENT
 (O.R.B. 2556, PAGE 1084)

25' GAS LINE EASEMENT
 (O.R.B. 1653, PAGE 892)

25' FPL EASEMENT
 (O.R.B. 2463, PAGE 1542)

⊕ 20' TEMPORARY
 CONSTRUCTION
 EASEMENT

LOT 5
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

LOT 4
 SUBDIVISION OF
 SECTION 11

E. LINE OF THE N.W. 1/4 OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST

S57°46'27"W
 1300.62'

GRAPHIC SCALE
 (IN FEET)



INTENDED DISPLAY SCALE
 1 INCH = 50 FEET

LEGEND/ABBREVIATIONS

- ⊕ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK

MATCHLINE SEE SHEET 6 OF 10

MATCHLINE SEE SHEET 4 OF 10

SHEET 5 OF 10



CAULFIELD & WHEELER, INC.

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CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION

DATE 1/27/15

DRAWN BY DLS

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 6968-TCE

LOT 5
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

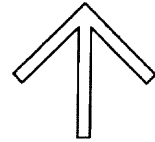
160' FLORIDA POWER &
 LIGHT CO. EASEMENT
 (O.R.B. 1023, PAGE 680)

20' RIVIERA BEACH UTILITY EASEMENT
 (O.R.B. 2556, PAGE 1084)
 25' GAS LINE EASEMENT
 (O.R.B. 1653, PAGE 892)
 25' FPL EASEMENT
 (O.R.B. 2463, PAGE 1542)

⊕ 20' TEMPORARY
 CONSTRUCTION
 EASEMENT

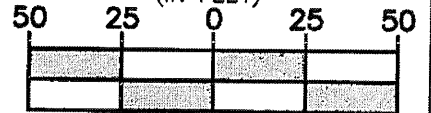
LOT 5
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

55°46'21"W
 1300.62'



NORTH

GRAPHIC SCALE
 (IN FEET)



INTENDED DISPLAY SCALE
 1 INCH = 50 FEET

LEGEND/ABBREVIATIONS

- ⊕ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK

MATCHLINE SEE SHEET 7 OF 10

MATCHLINE SEE SHEET 5 OF 10

SHEET 6 OF 10



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
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CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION

DATE	1/27/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6968-TCE

LOT 6
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

160' FLORIDA POWER &
 LIGHT CO. EASEMENT
 (O.R.B. 1023, PAGE 680)

20' RIVIERA BEACH UTILITY EASEMENT
 (O.R.B. 2556, PAGE 1084)

25' GAS LINE EASEMENT
 (O.R.B. 1653, PAGE 892)

25' FPL EASEMENT
 (O.R.B. 2463, PAGE 1542)

MATCHLINE SEE SHEET 8 OF 10

MATCHLINE SEE SHEET 6 OF 10

LOT 6
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

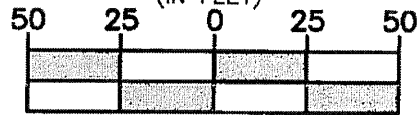
S51°38'30"W
 410.16'

S51°46'21"W
 1300.62'

⊕ 20' TEMPORARY
 CONSTRUCTION
 EASEMENT



GRAPHIC SCALE
 (IN FEET)



INTENDED DISPLAY SCALE
 1 INCH = 50 FEET

LOT
 5

LEGEND/ABBREVIATIONS

- ⊕ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK

SHEET 7 OF 10



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
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CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION

DATE 1/27/15

DRAWN BY DLS

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 6968-TCE

LOT 6
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

160' FLORIDA POWER &
 LIGHT CO. EASEMENT
 (O.R.B. 1023, PAGE 680)

25' GAS LINE EASEMENT
 (O.R.B. 1653, PAGE 892)

⊕ 20' TEMPORARY
 CONSTRUCTION
 EASEMENT

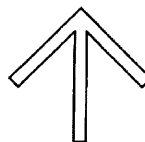
LOT 6
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGES 53)

LOT 7

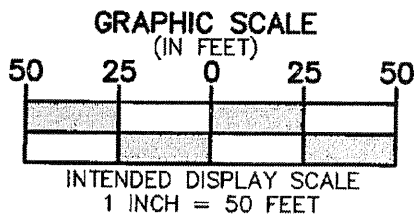
LOT 7

MATCHLINE SEE SHEET 9 OF 10

MATCHLINE SEE SHEET 7 OF 10



NORTH



LEGEND/ABBREVIATIONS

- ⊕ - CENTERLINE
- E - EASTING
- LB - LICENSED BUSINESS
- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK

47TH PLACE NORTH
 60' ROAD RIGHT-OF-WAY
 (PLAT BOOK 20, PAGES 53)

SHEET 8 OF 10

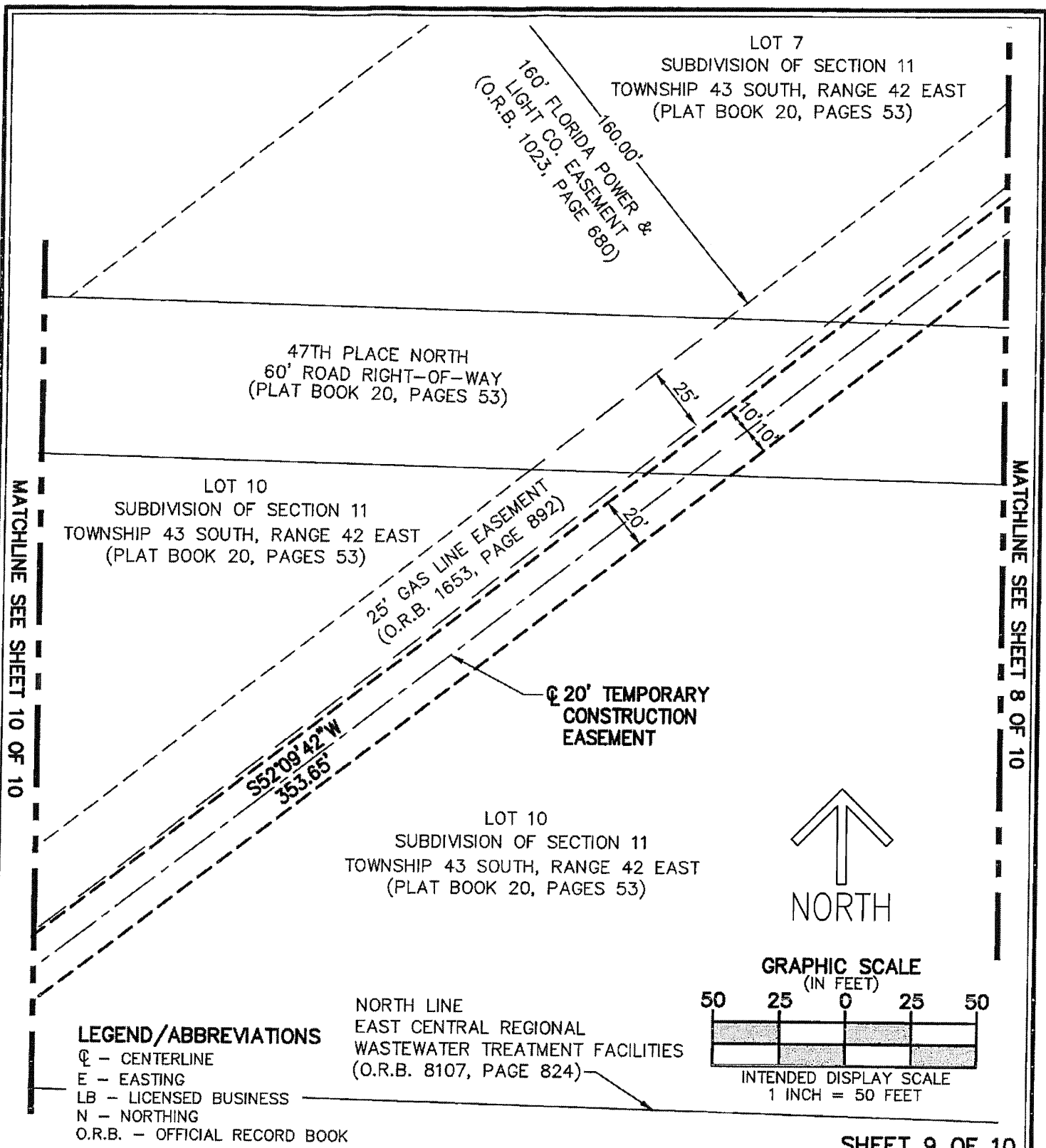


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 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION

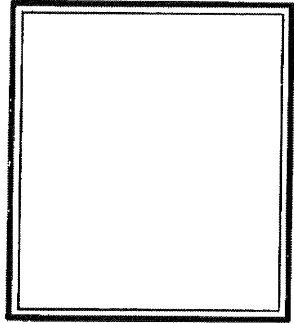
DATE	1/27/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6968-TCE



SHEET 9 OF 10

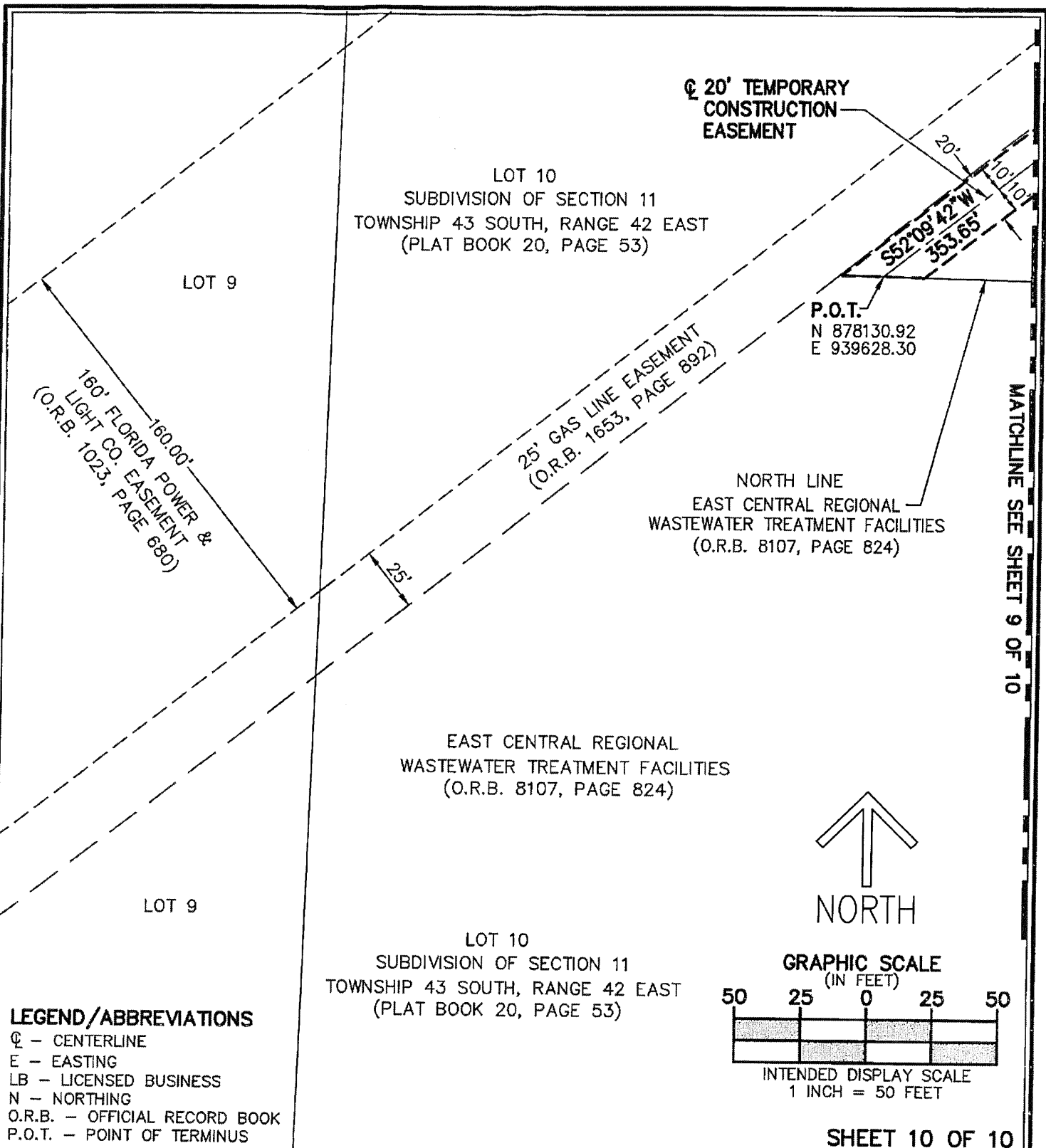
CAULFIELD & WHEELER, INC.

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 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	1/27/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6968-TCE

**CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION**



LOT 10
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGE 53)

LOT 9

160.00'
 160' FLORIDA POWER &
 LIGHT CO. EASEMENT
 (O.R.B. 1023, PAGE 680)

25'
 25' GAS LINE EASEMENT
 (O.R.B. 1653, PAGE 892)

⊕ 20' TEMPORARY
 CONSTRUCTION
 EASEMENT

P.O.T.
 N 878130.92
 E 939628.30

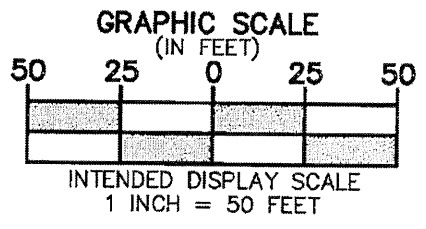
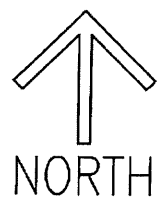
NORTH LINE
 EAST CENTRAL REGIONAL
 WASTEWATER TREATMENT FACILITIES
 (O.R.B. 8107, PAGE 824)

MATCHLINE SEE SHEET 9 OF 10

EAST CENTRAL REGIONAL
 WASTEWATER TREATMENT FACILITIES
 (O.R.B. 8107, PAGE 824)

LOT 9

LOT 10
 SUBDIVISION OF SECTION 11
 TOWNSHIP 43 SOUTH, RANGE 42 EAST
 (PLAT BOOK 20, PAGE 53)



LEGEND/ABBREVIATIONS

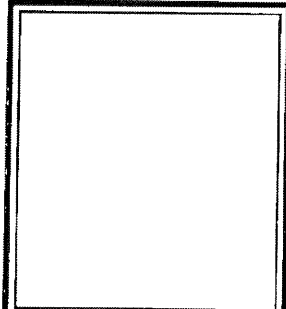
- ⊕ - CENTERLINE
- E - EASTING
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- N - NORTHING
- O.R.B. - OFFICIAL RECORD BOOK
- P.O.T. - POINT OF TERMINUS

SHEET 10 OF 10



CAULFIELD & WHEELER, INC.
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**CITY OF WEST PALM BEACH
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION**



DATE	1/27/15
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