

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 19, 2016 Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to accept: a Utility Easement (Easement) granted by the Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF), to Palm Beach County (County) on property located south of Hooker Highway, west of State Road 15 (Main St.) in the City of Belle Glade.

**Summary:** The proposed 30-foot wide Easement will allow the Water Utilities Department (WUD) to access the TIITF property to install a new potable water main to interconnect the existing water main along Hooker Highway and Main St. and also provide potable water service to a future development within the property owned by BGI Group, LLC (BGI). (WUD Project No. 15-083) District 6 (MJ)

**Background and Justification:** WUD is planning to install a 16" water main within the BGI property in order to interconnect the existing 16" water main along Hooker Highway and a future 16" water main along the properties on the east side of Main St. in the City of Belle Glade. TIITF is granting this easement to the County to allow for access, operation, repair, replacement and maintenance activities.

**Attachments:**

- 1. Location Map
- 2. Two (2) Originals Easement No. 32921
- 3. One (1) Copy of Sketch and Legal Description

Recommended By: Jim Steele Department Director 3-9-16 Date

Approved By: Sharon R. Gray Assistant County Administrator 4-5-2016 Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<del>0</del> <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Budget Account No.:</b>	<b>Fund</b> _____	<b>Dept</b> _____	<b>Unit</b> _____	<b>Object</b> _____	

Is Item Included in Current Budget?    Yes \_\_\_    No \_\_\_

Reporting Category    N/A

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

~~\*~~ No Fiscal Impact

**C. Department Fiscal Review:**    Debra M. Vest

**III. REVIEW COMMENTS**

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

[Signature]  
OFMB KP #A  
3/11 3/14

[Signature] 3/25/16  
Contract Development and Control  
3/25/16

**B. Legal Sufficiency:**

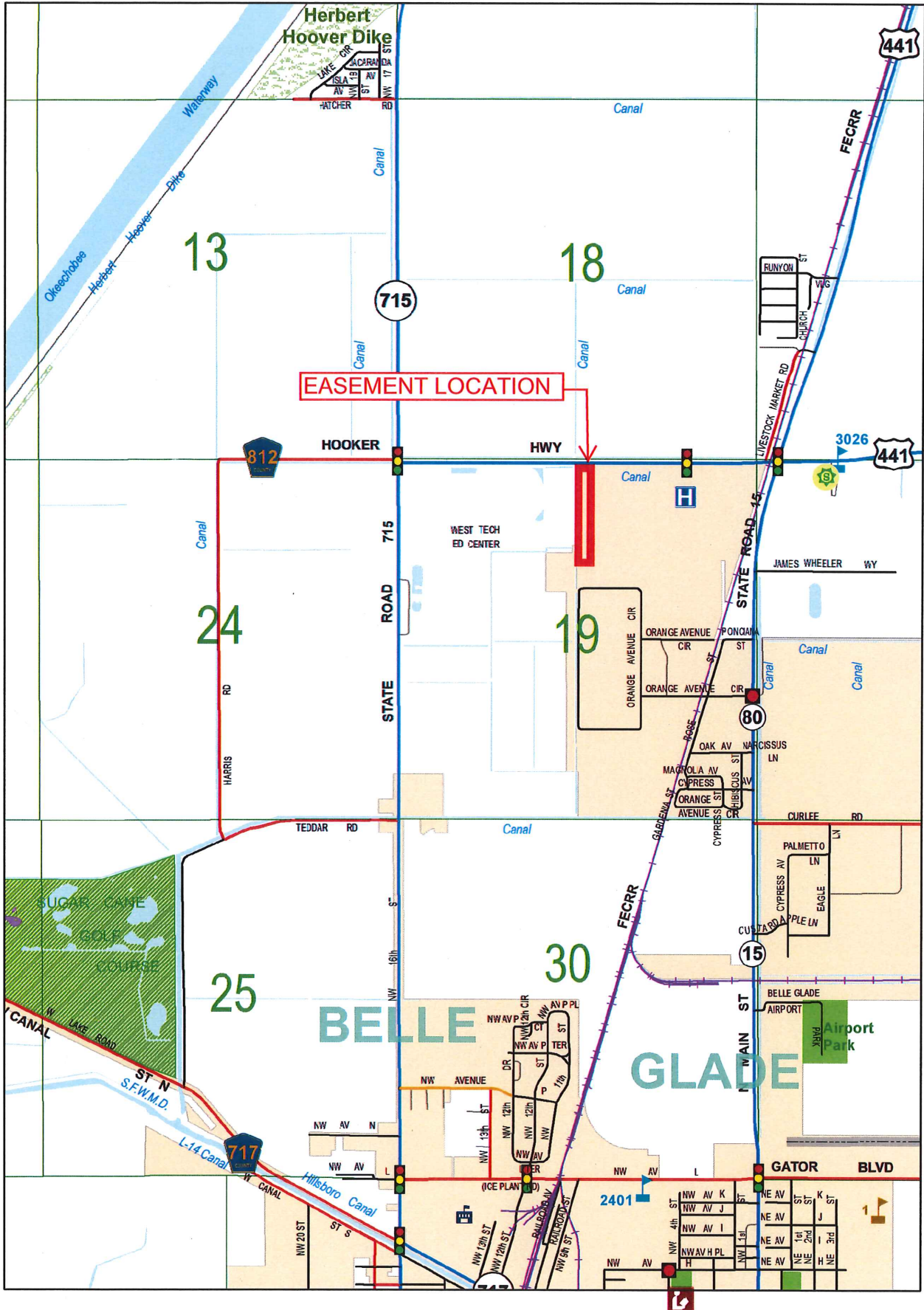
[Signature] 3/25/16  
Assistant County Attorney

**C. Other Department Review:**

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

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

ATTACHMENT 1  
EASEMENT LOCATION MAP



ATTACHMENT 2

This Easement was prepared by:  
Jay Sircy,  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000

OAE1  
[ 0.806 acres]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

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EASEMENT

Easement Number 32921

THIS EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and PALM BEACH COUNTY, FLORIDA, a subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the Prison Rehabilitative Industries and Diversified Enterprises, Inc., d/b/a PRIDE Enterprises ("PRIDE") under Lease Number 4284 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction, operation and maintenance of a 16-inch water main; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to GRANTEE's compliance with the terms of this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Palm Beach County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of fifty years (50) commencing on \_\_\_\_\_ (the "Effective Date") and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** GRANTEE's use of this easement shall be limited to the construction, operation and maintenance of a 16-inch water main, upon, under and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. GRANTEE shall obtain the consent of PRIDE or any successor managing agency prior to engaging in any use of the Easement Area by giving at least 72 hour notice to PRIDE or any successor managing agency in advance of conducting any maintenance or construction within the Easement Area, except in the event of an emergency which would result in an imminent threat to the safety of the public or major damage to the GRANTEE's water main, in which case GRANTEE may take immediate action but provide notice of such action to managing agency within 24 hours of said action.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. In consideration of the privileges herein granted, GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, demands, lawsuits, costs, expenses, including attorney's fees, causes of action or liability of any kind or nature arising out of or attributable to the negligent acts or omissions of GRANTEE and its officers, agents, or employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every contractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's contractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries, damages, claims, demands, lawsuits, costs, expenses, including attorney's fees, causes of action or liability of any kind or nature arising in connection with the GRANTEE's contract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.
11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.
13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. **TIME:** Time is expressly declared to be of the essence of this easement.
15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.
16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.
18. **RECORDING OF EASEMENT:** GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.
19. **GOVERNING LAW:** This easement shall be governed by and interpreted according to the laws of the State of Florida.
20. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.
21. **SPECIAL CONDITIONS:** NONE

*[Remainder of page intentionally left blank; Signature page follows]*



IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA**

(SEAL)

BY: \_\_\_\_\_

Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

"GRANTOR"

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

 \_\_\_\_\_ 2.3.16  
DEP Attorney Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

**WITNESSES:**

**BOARD OF COUNTY COMMISSIONERS,  
PALM BEACH COUNTY, FLORIDA**

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_

Mary Lou Berger, Mayor

\_\_\_\_\_  
Typed/Printed Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

**"GRANTEE"**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Mary L. Berger as Mayor, for and on behalf of the County Commissioners of Palm Beach County, Florida. She is personally known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires: \_\_\_\_\_

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EXHIBIT "A"

DESCRIPTION:

A 30.00 foot wide strip of land lying within a portion of the Northeast one-quarter (NE 1/4) of Section 19, Township 43 South, Range 37 East, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence North 89°57'45" East (as a basis of bearings) along the North line of said Section 19, a distance of 2,636.29 feet to the Northwest corner of the Northeast one-quarter (NE 1/4) of said Section 19; thence South 00°15'24" East along the West line of the Northeast one-quarter of said Section 19, a distance of 100.00 feet to a point being on a line lying 100.00 feet South of and parallel with (as measured at right angles) the North line of said Section 19 and the POINT OF BEGINNING; thence continue South 00°15'24" East along said West line, a distance of 1,170.20 feet to the Northwest corner of a 30 foot wide Utility Easement as recorded in Official Records Book 27605, Page 1130 of the Public Records of Palm Beach County, Florida; thence South 89°55'24" East along the North line of said 30 foot wide Utility Easement, a distance of 30.00 feet to a point being on a line lying 30.00 feet East of and parallel with (as measured at right angles) the West line of the Northeast one-quarter (NE 1/4) of said Section 19; thence North 00°15'24" West along said parallel line, a distance of 1,170.26 feet to a point being on a line lying 100.00 feet South of and parallel with (as measured at right angles) the North line of said Section 19; thence South 89°57'45" West along said parallel line, a distance of 30.00 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in Section 19, Township 43 South, Range 37 East, Palm Beach County, Florida.

Containing 0.806 acres more or less.

12-14-15

*David A. Bower*

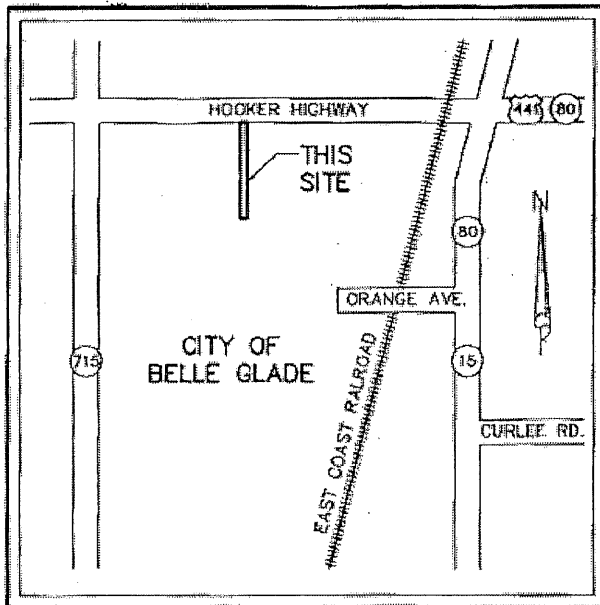
BSM APPROVED  
By: SK  
Date: 1.25.2016

DAVID A. BOWER  
PROFESSIONAL SURVEYOR & MAPPER  
STATE OF FLORIDA  
CERTIFICATE NO. LS 5888

Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers  
460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION  
For: PALM BEACH COUNTY WATER UTILITIES

DRAWN: DB	SCALE: N/A	DATE: 12/14/15
CHK: AC	JOB# 15-030-003	SHEET: 1 OF 4



LOCATION MAP  
NOT TO SCALE

**SURVEYOR'S NOTES:**

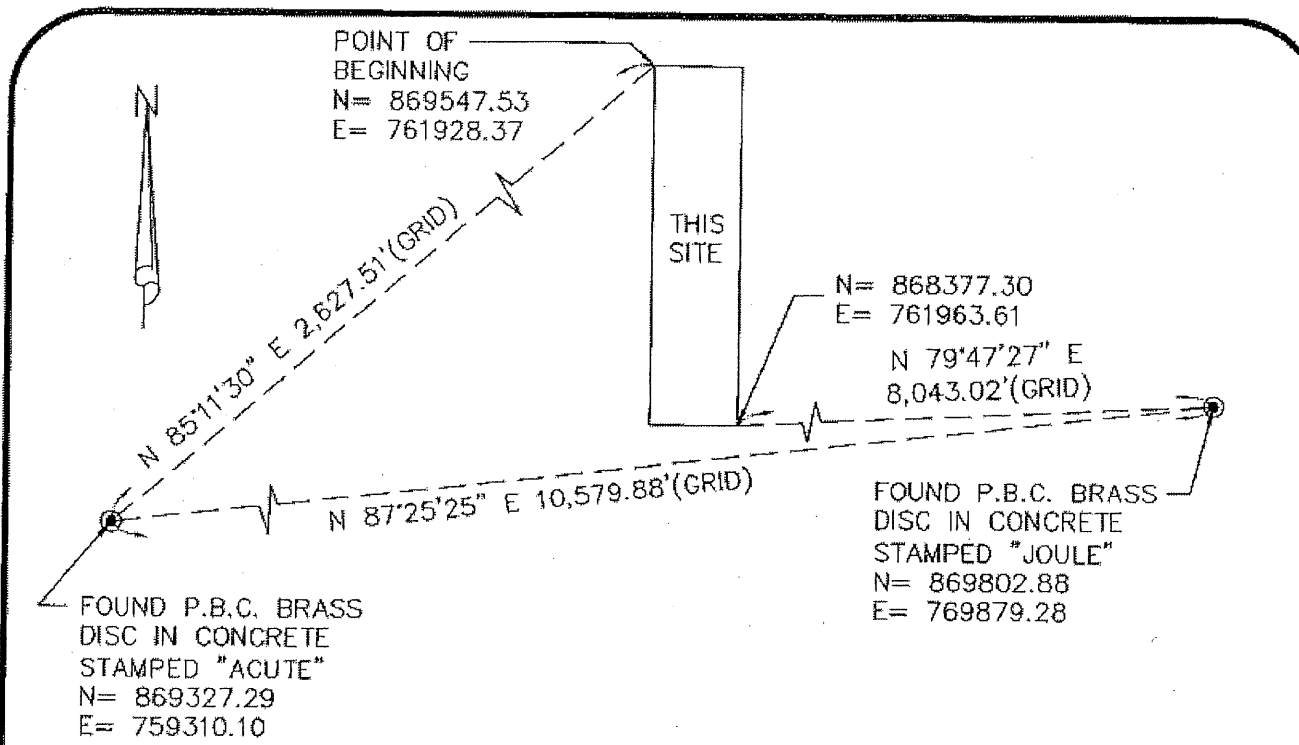
1. BEARINGS DEPICTED HEREON ARE RELATIVE TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL MONUMENTS "ACUTE" AND "JOULE". SAID LINE HAVING A GRID BEARING OF NORTH 87°25'25" EAST.
2. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
4. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
5. THIS IS NOT A SURVEY.

Dennis J. Leavy & Associates, Inc.  
Land Surveyors \* Mappers  
460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

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DRAWN: DB	SCALE: N/A	DATE: 12/14/15
CHK: AC	JOB# 15-030-003	SHEET: 2 OF 4

12/17/2015 2:23:18 PM EST



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 (EXCEPT AS NOTED)  
 PROJECT SCALE FACTOR = 0.999953374  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

$\frac{N87^{\circ}25'25''E \text{ (ASSUMED)}}{N87^{\circ}25'25''E \text{ (GRID)}} = \frac{00^{\circ}00'00''}{\text{BEARING ROTATION}}$   
 TIE LINE BETWEEN "ACUTE" & "JOULE"

**LEGEND:**

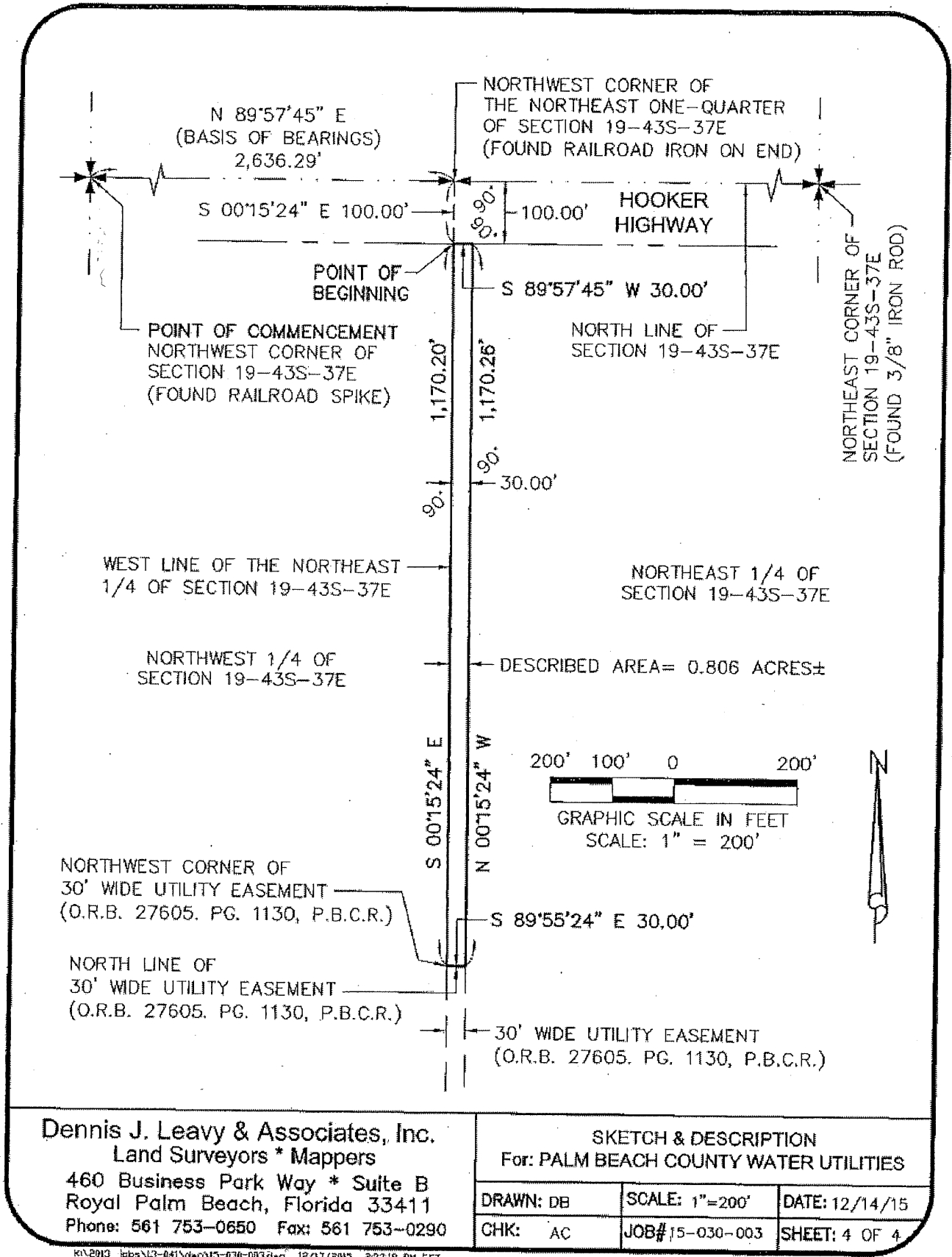
- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- PG. = PAGE
- ± = MORE OR LESS

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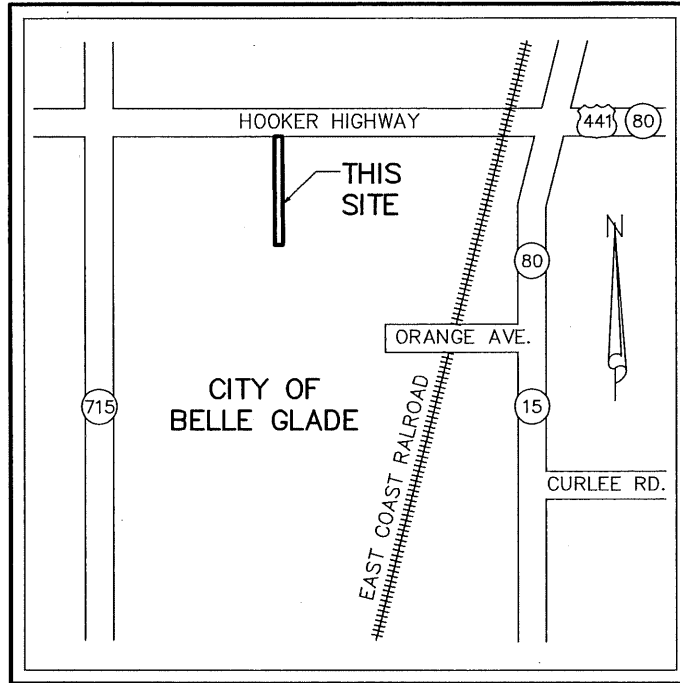
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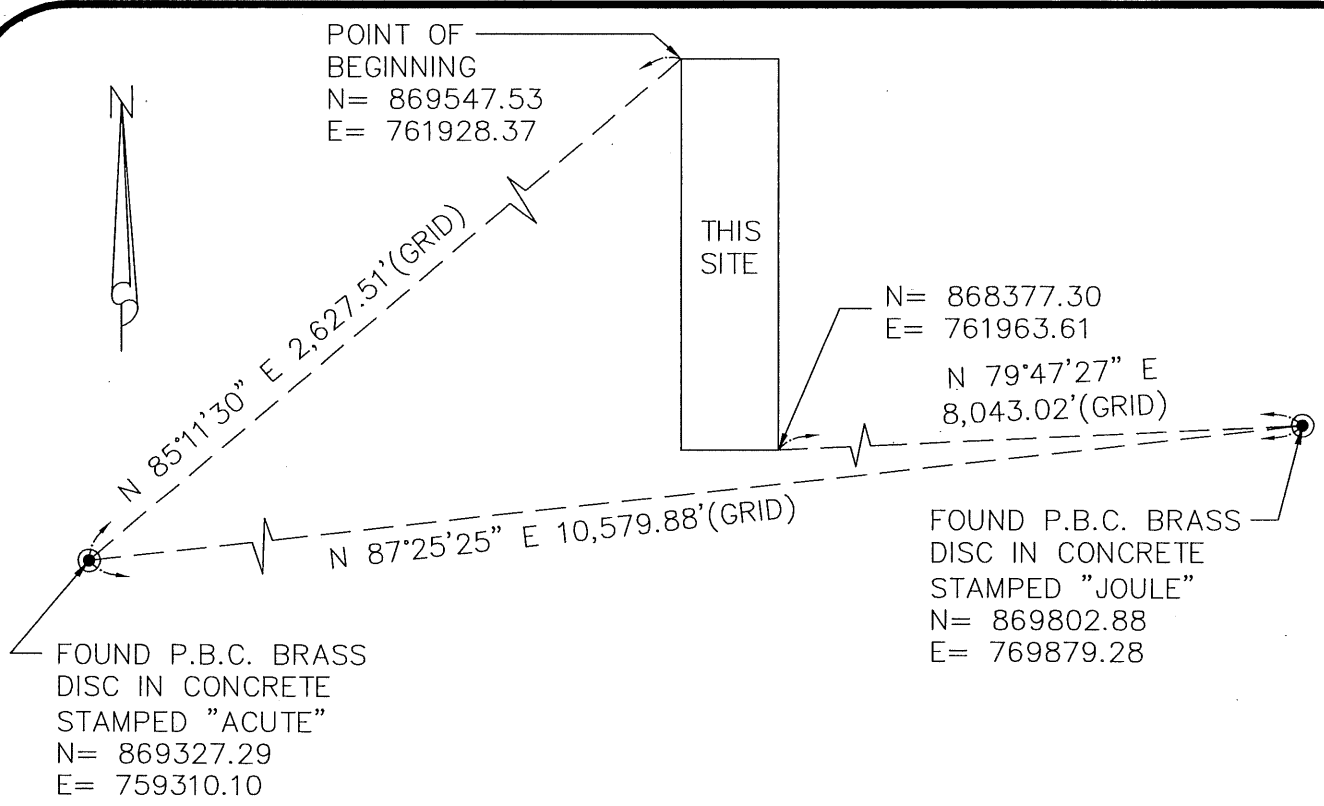
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 PROJECT SCALE FACTOR = 0.999953374  
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

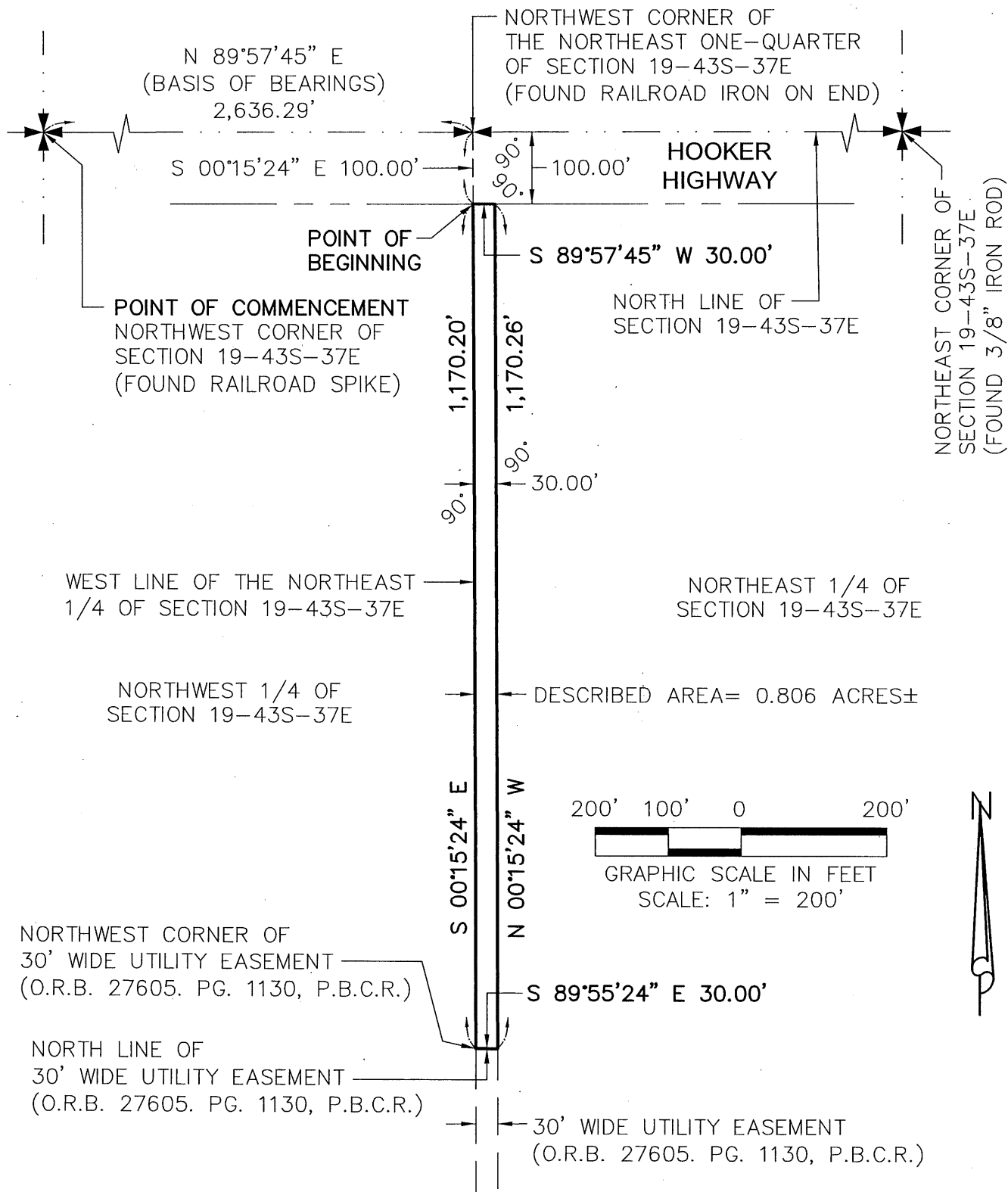
$\frac{N87^{\circ}25'25''E \text{ (ASSUMED)}}{N87^{\circ}25'25''E \text{ (GRID)}} = 00^{\circ}00'00''$   
 BEARING ROTATION  
 TIE LINE BETWEEN "ACUTE" & "JOULE"

**LEGEND:**

- NTS = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- PG. = PAGE
- ± = MORE OR LESS

**Dennis J. Leavy & Associates, Inc.**  
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 Royal Palm Beach, Florida 33411  
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: PALM BEACH COUNTY WATER UTILITIES		
DRAWN: DB	SCALE: NTS	DATE: 12/14/15
CHK: AC	JOB# 15-030-003	SHEET: 3 OF 4



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**SKETCH & DESCRIPTION**  
 For: PALM BEACH COUNTY WATER UTILITIES

DRAWN: DB	SCALE: 1"=200'	DATE: 12/14/15
CHK: AC	JOB# 15-030-003	SHEET: 4 OF 4