

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	March 14, 2017	[X] Consent [] Ordinance	[] Regular [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: approve a Restated and Amended Signage and Landscape Easement Agreement in favor of Sannlor Properties II, LLC (Sannlor).

Summary: Morikami Park is located on Jog Road in western Delray Beach between Linton Boulevard and Clint Moore Road. On October 7, 2014 the BCC approved a Signage and Landscape Easement (Easement) in favor of Sannlor Properties II, LLC (R2014-1459), owner of The Slomin Family Center School adjacent to Morikami Park. The Easement is located on Park property at the southwest corner of Morikami Park Road and Jog Road and provides the Slomin Center with directional signage for parents, students and guests. The County recently completed the rezoning of Morikami Park, and as a condition of approval the County's Land Development Division is requiring a roadway corner clip in the same area as the Signage and Landscape Easement. The Easement is being amended to remove the easement footprint from the corner clip area. The amended Easement footprint covers a total of 656 square feet. The Restated and Amended Signage Easement will be recorded to provide public notice of its existence. (**PREM**) **District 5 (HJF**)

Background and Justification: In 2014, the County and Sannlor Properties II, LLC entered into several easement agreements as Sannlor was developing The Slomin Family Center School for autistic children adjacent to Morikami Park. One of the easements was a Signage and Landscape Easement providing directional signage for the Slomin School at the intersection of Jog and Morikami Park Roads. The County recently completed the rezoning of Morikami Park to the Public Ownership (PO) zoning district. An Engineering condition of approval under Resolution R-2015-0694 requires the County to provide an unencumbered 25 foot corner clip at the southwest corner of Morikami Park Road and Jog Road. The physical sign lies outside of the corner clip; however, the easement footprint extends into the corner clip area. The Restated and Amended Signage and Landscape Easement effectively relocates the easement footprint, thereby satisfying the Land Development Division's requirement to provide an unencumbered corner clip.

Attachments:

- 1. Location Map
- 2. Restated and Amended Signage and Landscape Easement Agreement

Recommended By:	An My WIF Department Director	2/7/17 Date	
Approved By:	County Administrator	<u> 3/4/17</u> Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	*				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bud	get: Yes		No		
Budget Account No: Fund Pr	Dept		Unit	Object	

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

[★]No Fiscal Impact.

	Fixed Asset Number	- 1 2-14-13-
C.	Departmental Fiscal Review:	

III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Development Comments:

1 21/1 OFMB GT

Contract Development and Contro

B. Legal Sufficiency:

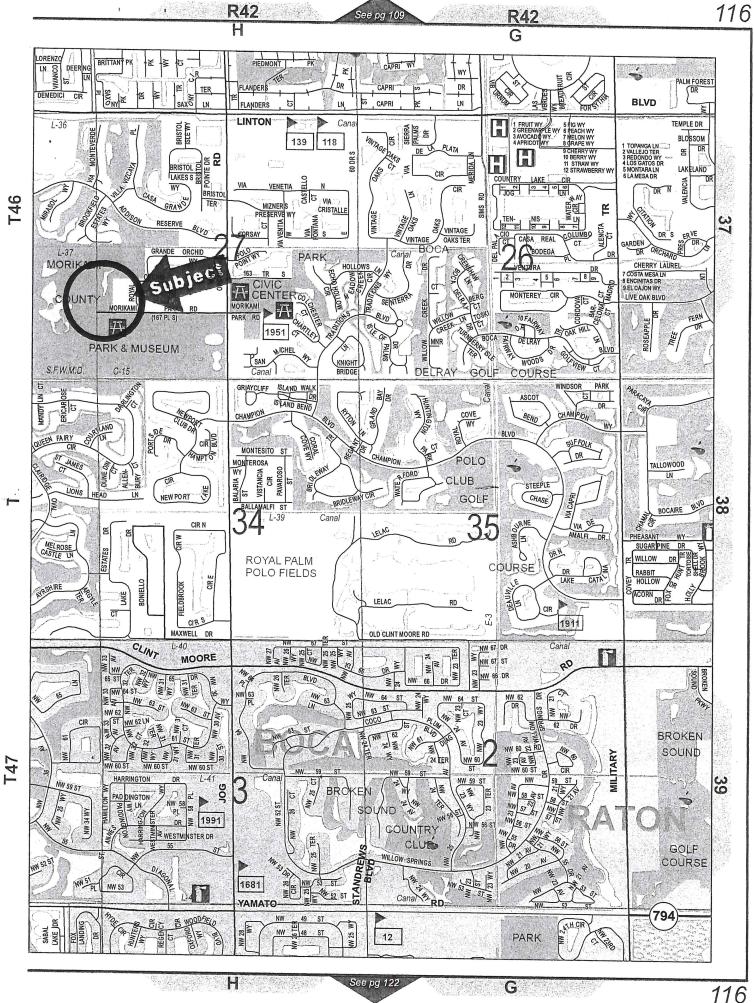
117 Assistant County

C. Other Department Review:

Department Director

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

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LOCATION MAP Attachment / 1 page

Attachment 2 2 - Restated and Amended Signage and Candscape Easement Agreements (28 pages each)

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Prepared by & Return to: Peter Banting, Real Estate Specialist Palm Beach County Property & Real Estate Management Division 2633 Vista Parkway West Palm Beach, Florida 33411-5605

Property Control Number: 00-42-46-27-00-000-7180

RESTATED AND AMENDED SIGNAGE AND LANDSCAPE EASEMENT AGREEMENT

THIS AGREEMENT (or "EASEMENT"), made this ______ day of _______, 2017, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 (hereinafter referred to as ("County"), and **SANNLOR PROPERTIES II, LLC**, a Florida limited liability company, whose mailing address is 4557 White Cedar Lane, Delray Beach, FL 33445-7036 hereinafter referred to as ("Grantee").

WITNESSETH:

WHEREAS, County owns the property legally described in Exhibits "A-1" and "A-2" attached hereto and by this reference made a part hereof (collectively hereinafter the "Easement Premises"); and

WHEREAS, Grantee is the owner of the property described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property"); and

WHEREAS, Grantee and County entered into a Signage and Landscape Easement Agreement ("Easement Agreement") R-2014-1459, recorded in the public records of Palm Beach County in Official Record Book 27152, Page 0126, encumbering the Easement Premises to serve the Benefitted Property; and

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WHEREAS, the parties agree to terminate and replace Easement Agreement R-2014-1459 with this Easement in order to relocate the Easement Premises to an area which will not encroach upon a proposed road right-of-way corner clip at Morikami Park Road and Jog Road.

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

1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein by reference.

2. <u>Grant of Easement</u>. County does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement to construct, install and maintain signage and landscaping over, upon, under, through, and across the Easement Premises described in Exhibit "A-1", together with the right for ingress and egress over and across the Easement Premises described in Exhibit "A-2" to exercise the rights granted herein.

3. <u>Construction</u>. Grantee, at its sole cost and expense, has constructed the sign, installed landscaping and will maintain said landscaping within the confines of the Easement Premises described in Exhibit "A-1" pursuant to the approved permitted plans attached hereto and made a part hereof as Exhibit "C" ("Permitted Plans") and has completed the signage and landscaping installation. Landscaping which surrounds the sign and lies within the corner clip depicted in Exhibit "D", attached hereto and made a part hereof, shall be subject to the following limitations:

A. An area of unobstructed visibility shall be maintained within the corner clip at a maximum height of 30 inches.

B. Vegetation located adjacent to and within corner clip areas shall be trimmed so that limbs or foliage do not extend into the required visibility area.

C. All landscaping lying in the corner clip that has been or is planted by Grantee shall be perpetually maintained by the Grantee.

4. <u>Maintenance, Repair and Restoration</u>. Grantee shall be solely responsible for and shall, at all times, maintain in good condition and repair all improvements

constructed within the Easement Premises pursuant to this Easement, at its sole cost and expense. Additionally, in the event Grantee abandons or ceases to use the Easement granted hereby, Grantee shall promptly restore the Easement Premises and remove any improvements now existing or constructed hereafter, including earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder or the Easement Agreement, using materials of like kind and quality.

5. <u>Other Obligations</u>. Grantee shall diligently pursue all future work performed hereunder to completion and exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact upon County's use of the Easement Premises. The County hereby approves the existing sign and landscaping. In the event any portion of the Easement Premises is required for County use or for road right-of-way purposes, and should the County require the sign and landscaping within the confines of the Easement Premises and/or within the corner clip be relocated, the parties acknowledge and agree to relocate the Easement Premises to a location as determined at the sole, but reasonable, discretion of the County and to amend this Easement. All costs associated with the relocation of any easement improvements and the area of the Easement Premises shall be at the sole cost and expense of Grantee.

6. <u>Restrictions</u>. In the event Grantee fails at any time to utilize the Benefitted Property for school use, which may include a combination of daycare, elementary/secondary school, day camp, greenhouse and accessory uses and facilities, as approved on the Final Site Plan attached hereto and made a part hereof as Exhibit "E", this Easement shall, at the County's sole discretion, be subject to termination upon 60 days written notice from the County to the Grantee. In the event the County elects to terminate this Easement as aforesaid, Grantee shall execute a Termination of Easement, if requested by County, remove the sign and any improvements within the Easement Premises and restore the Easement Premises as required in Section 4 herein within 60 days of receipt of written notice from County. Thereafter, County shall record the termination of easement notice into the public records of Palm Beach County, Florida, at which time, any and all rights by the Grantee pursuant to this Easement will be terminated.

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7. <u>Protection of Improvements.</u> Grantee acknowledges that improvements may have been constructed by County within the Easement Premises, or County's adjoining property. Accordingly, Grantee covenants that it will protect all such improvements and any improvements made by County in the future (provided the same do not interfere with the location of the sign), including, but not limited to, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, fencing, trees, and landscaping which have been or may be placed in the Easement Premises.

8. <u>Extinguished by Abandonment.</u> If the Grantee, its successors or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

9. <u>Personal Property</u>. County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

10. <u>Prohibition Against Liens</u>. Neither County's nor Grantee's interest in the Easement Premises, nor County's interest in the adjoining property shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County's adjoining property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

11. <u>Notice, Permits</u>. Grantee shall give County ten (10) days written notice prior to any further commencement of construction. Any further improvements constructed pursuant to this Easement shall be constructed at Grantee's sole cost and expense in accordance with all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

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12. <u>No Dedication</u>. This Easement is for the use and benefit of Grantee, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

13. <u>Indemnity</u>. Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or as a result of any occurrence in or upon the Easement Premises or in connection with the use or operation of the Benefitted Property, or otherwise. Notwithstanding the above, Grantee's indemnification shall not extend to actions by County or by any third parties who are acting under rights granted to them pursuant to Section 15 herein.

14. <u>Insurance</u>.

A. Grantee's general contractor shall, during the actual construction activities of the improvements, keep in full force and effect Comprehensive 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, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. The general contractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000). Except for Workers Compensation, all insurance policies shall name County as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to County prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

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В. Grantee shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, 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 Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Grantee shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, Grantee shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Grantee required above.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County 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.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance. The amount of the insurance required hereby shall be increased every ten (10) years by the increase over such ten (10) year period of the Consumer Price Index.

15. <u>Reservation of Rights</u>. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement

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Premises or the right to use the improvements therein. County shall not exercise the foregoing reserved rights in a manner that conflicts with Grantee's use of the easement or the location of the sign.

16. <u>Covenant Running With Land</u>. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of County and Grantee and their respective successors and assigns, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefitted Property or the Easement Premises.

17. <u>Assignability</u>. This Easement is an easement appurtenant to the Benefitted Property and may not be transferred or assigned separately or apart from the Benefitted Property.

18. Notices. All notices, consents, approvals, 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 national 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 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:

> 18.1 County: Palm Beach County Property & Real Estate Management Division Attention: Director
> 2633 Vista Parkway West Palm Beach, Florida 33411-5605 Fax No.: (561) 233-0210

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With a copy to: County Attorney's Office Attention: Real Estate 301 North Olive Avenue, Suite 601 West Palm Beach, Florida 33401-4791 Fax No.: (561) 355-4398

18.2 Grantee: Sannlor Properties, II, LLC
4557 White Cedar Lane Delray Beach, FL 33445 Fax No.:

> With a copy to: Samuel J. Cantor, P.A. 426 S. Military Trail Deerfield Beach, FL 33442Phone No: (954) 363-7078 Fax No.: (954) 363-7080

19. <u>Matters of Record</u>. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

20. <u>Default</u>. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement and fails to cure such failure or refusal to perform after receipt of written notice from the County providing a thirty (30) day time frame to cure, if it is not reasonable to resolve such failure to cure within thirty (30) days then within a reasonable time thereafter County shall have any specific remedy set forth in this Easement, or, if a specific remedy is not set forth in this Easement, County shall have, in addition to any other remedies provided at law or in equity, the right to specific performance thereof.

21. <u>Governing Law & Venue</u>. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

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22. <u>Construction</u>. No party shall be considered the author of this Easement 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 Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

23. <u>Entire Understanding</u>. This Easement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Easement.

24. <u>Time of Essence</u>. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

25. <u>Non-Discrimination</u>. 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, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

Grantee has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Grantee does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Grantee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

26. <u>Effective Date of Easement</u>. This Restated and Amended Signage and Landscaping Easement Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when

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signed by all parties and approved by the Palm Beach County Board of County Commissioners.

27. <u>No Third Party Beneficiary</u>. 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 Palm Beach County or employees of County or Grantee.

28. Office Of The Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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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:

GRANTEE:

SANNLOR PROPERTIES II, LLC, a Florida limited liability company

By:

Sandra C. Slomin, Manager

Print Name of Witness

AMUEL

Signature

Print Name

Signature

(SEAL)

STATE OF FLORIDA COUNTY OF PALM BEACH

YG The foregoing instrument was acknowledged before me this ____ day of <u>August</u>, 20<u>16</u>, by Sandra C. Slomin, Manager, Sannlor Properties II, LLC, a Florida Limited Liability Company who is personally known to me OR who produced ____ as identification and who did _____ did not _____ take an oath. rec Notary Public Print Notary Name NOTARY PUBLIC SAMUEL J. CANTOR Commission # FF 899260 Expires August 8, 2019 Bonded Thru Troy Fein Insurance 800-385-701 Page 11 of 12

ATTEST:

SHARON R. BOCK CLERK & COMPTROLLER

By: _____ Deputy Clerk

APPROVED AS TO FORM AND LEGAL SU FFICIENCY

By: Chief Assistant County Attorney

COUNTY:

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

By: _

Paulette Burdick, Mayor

APPROVED AS TO TERMS AND CONDITIONS

HANMY WOLF Department Director By:

G:\PREM\Dev\Open Projects\PR-Morikami\Sannlor Properties\Restated Easement Signage Maintenance.hf app 6-9-2016.docx

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EXHIBIT "A-1" SKETCH OF DESCRIPTION SIGN EASEMENT

A PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN AT THAT CORNER LOCATION;

THENCE NORTH 00°34'56" WEST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 84.48 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF LAKE WORTH DRAINAGE DISTRICT CANAL L-38 AS DESCRIBED IN OFFICIAL RECORD BOOK 6495, PAGE 761 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTH 89°17'16" WEST, ALONG SAID EASTERLY PROLONGATION OF THE NORTHERLY CANAL RIGHT-OF-WAY ALSO BEING 84.48 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 60.00 FEET TO A LINE LYING 60.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN;

THENCE NORTH 00°34'56" WEST ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 1243.78 FEET TO A POINT LYING 30.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN;

THENCE SOUTH 89°17'57" WEST, ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 33.61 FEET;

THENCE SOUTH 45°35'51" EAST, 12.16 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE AS ESTABLISHED BY A LINE 60 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF NORTH OAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80, PAGE 187 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND IT'S EASTERLY PROLONGATION (SEE BOUNDARY SURVEY BY BROWN & PHILLIPS, INC., PROJECT NO. 14-078 AND THE POINT OF BEGINNING;

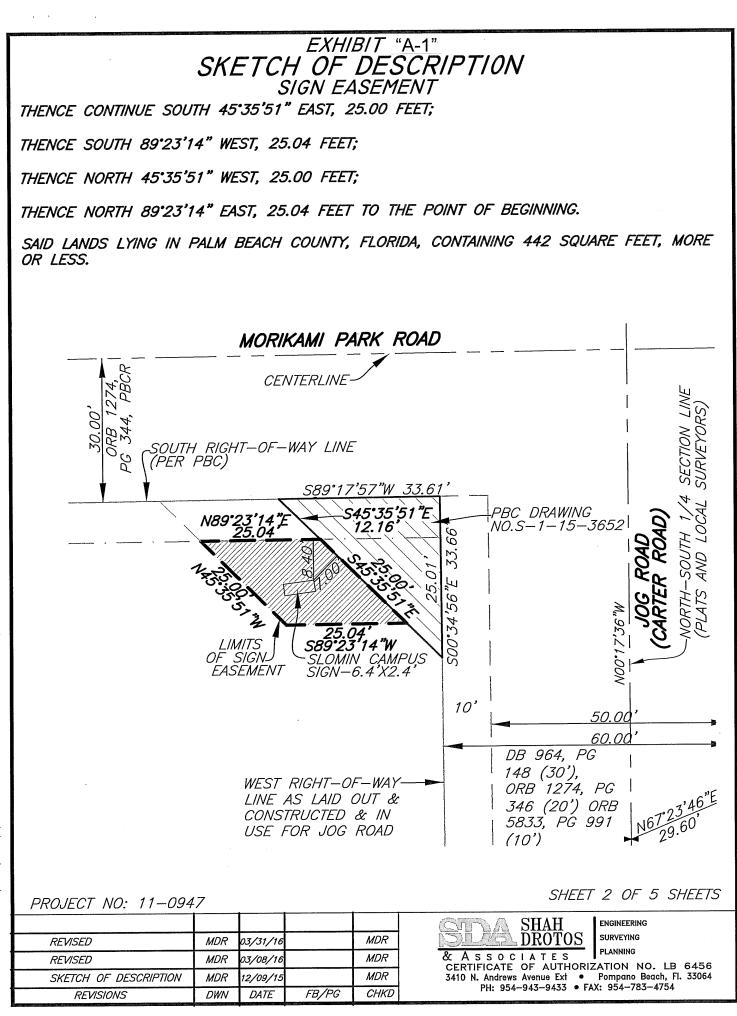
SEE SHEET 5 OF 5 FOR SURVEY NOTES AND SURVEYOR'S SIGNATURE AND SEAL

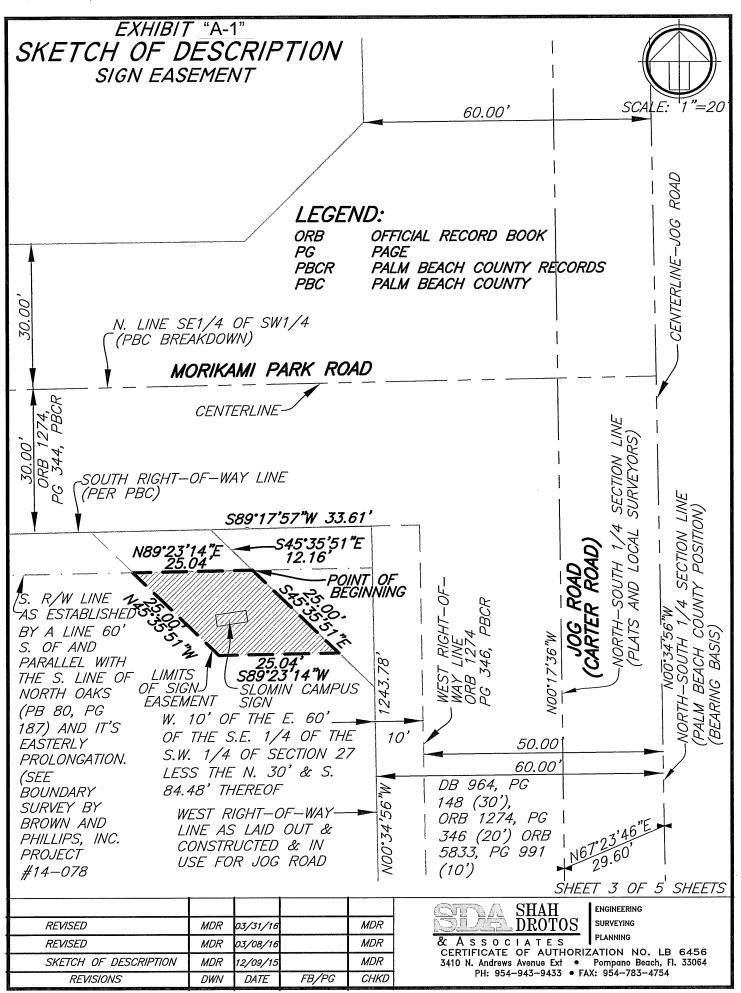
PROJECT NO: 11-0947

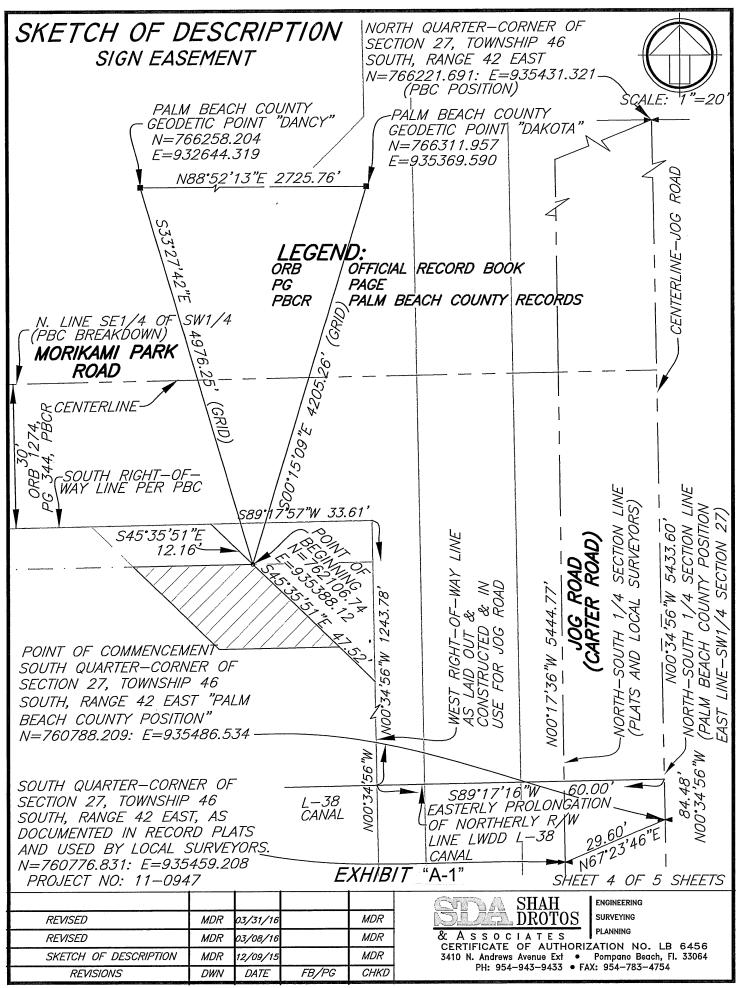
SHEET 1 OF 5 SHEETS

REVISED	MDR	03/31/16		MDR	
REVISED	MDR	03/08/16		MDR	& ASSOCIATES PLANNING CERTIFICATE OF AUTHORIZATION NO. LB 6456
SKETCH OF DESCRIPTION	MDR	12/09/15		MDR	3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
REVISIONS	DWN	DATE	FB/PG	CHKD	PH: 954-943-9433 • FAX: 954-783-4754

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EASEMENTS, RIGHTS- EXTENT RELATING TO THIS MAP IS BASED SOUTH FLORIDA, INC 3. BEARINGS SHOW THE NORTH-SOUTH 42 EAST, AS SHOWN RECORDS OF PALM BEARING OF NORTH 4. UNLESS IT BEA	DUNDARY SUR EREON WERE -OF-WAY, OW THE EXISTEN UPON AN EA , SEARCH DA UN HEREON A QUARTER SEC UN OFFICIAL BEACH COUN BEACH COUN 00°34'56" WE RS THE SIGN AND MAPPEN OWN ARE GRI 3 1990 ADJU	NOT ABS INERSHIP NCE OF E SEMENT S ATE: 01/U ARE RELAT TON LINE RECORD TY FLORID EST. ATURE AN R, THIS M	OR OTH SASEMEN SEARCH D1/1960 TIVE TO E OF SE BOOK S DA, AND	D BY SHAH, DROTOS & ASSOCIATES FOR HER INSTRUMENTS OF RECORD. TO THE ITS AND RIGHTS-OF-WAY OF RECORD PREPARED BY TITLE EVIDENCE OF D TO 09/24/2013, ORDER NO. 1309032 THE CENTERLINE OF JOG ROAD (BEING ECTION 27, TOWNSHIP 46 SOUTH, RANGE 5833, PAGE 99I OF THE PUBLIC BASED ON A GRID 83, 1990 ADJUSTED ORIGINAL RAISED SEAL OF A FLORIDA FOR INFORMATIONAL PURPOSES ONLY
8. LINEAR UNIT IS U	I.S. SURVEY I TEM IS 1983 ARE GROUND. RE PLAT. 1.00003063	STATE PL		PAVERSE MERCATOR PROJECTION. DISTANCE
8. LINEAR UNIT IS U 9. COORDINATE SYST 10. ALL DISTANCES A 11. ALL BEARINGS A 12. SCALE FACTOR=	I.S. SURVEY I TEM IS 1983 ARE GROUND. RE PLAT. 1.00003063	STATE PL		DISTANCE FOR THE FIRM, BY: Michael D. ROSE
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8. LINEAR UNIT IS U 9. COORDINATE SYST 10. ALL DISTANCES A 11. ALL BEARINGS A 12. SCALE FACTOR= 13. GROUND DISTAND PROJECT NO: 11-09	I.S. SURVEY I TEM IS 1983 ARE GROUND. RE PLAT. 1.00003063 CE X SCALE I 47 EXI	STATE PL FACTOR =	= <i>GRID</i>	DISTANCE FOR THE FIRM, BY: MICHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPEN FLORIDA REGISTRATION NO. 3998
8. LINEAR UNIT IS U 9. COORDINATE SYST 10. ALL DISTANCES A 11. ALL BEARINGS A 12. SCALE FACTOR= 13. GROUND DISTANG	I.S. SURVEY TEM IS 1983 ARE GROUND. RE PLAT. 1.00003063 CE X SCALE	STATE PL FACTOR =	= GRID .	DISTANCE FOR THE FIRM, BY: MUCHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPEL FLORIDA REGISTRATION NO. 3998 SHEET 5 OF 5 SHEET STAR SHAH SURVEYING PLANNING
8. LINEAR UNIT IS U 9. COORDINATE SYST 10. ALL DISTANCES A 11. ALL BEARINGS A 12. SCALE FACTOR= 13. GROUND DISTANC PROJECT NO: 11-09 REVISED	J.S. SURVEY IEM IS 1983 ARE GROUND. RE PLAT. 1.00003063 CE X SCALE 47 EXI MDR 03/31/16	STATE PL	= <i>GRID</i>	DISTANCE FOR THE FIRM, BY: Michael D. ROSE PROFESSIONAL SURVEYOR AND MAPPED FLORIDA REGISTRATION NO. 3998 SHEET 5 OF 5 SHEET

EXHIBIT <u>"A-2"</u> SKETCH OF DESCRIPTION SIGN ACCESS EASEMENT

A PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN AT THAT CORNER LOCATION;

THENCE NORTH 00°34'56" WEST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 84.48 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY OF LAKE WORTH DRAINAGE DISTRICT CANAL L-38 AS DESCRIBED IN OFFICIAL RECORD BOOK 6495, PAGE 761 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTH 89°17'16" WEST, ALONG SAID EASTERLY PROLONGATION OF THE NORTHERLY CANAL RIGHT-OF-WAY ALSO BEING 84.48 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 60.00 FEET TO A LINE LYING 60.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN;

THENCE NORTH 00°34'56" WEST ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 1243.78 FEET TO A POINT LYING 30.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN;

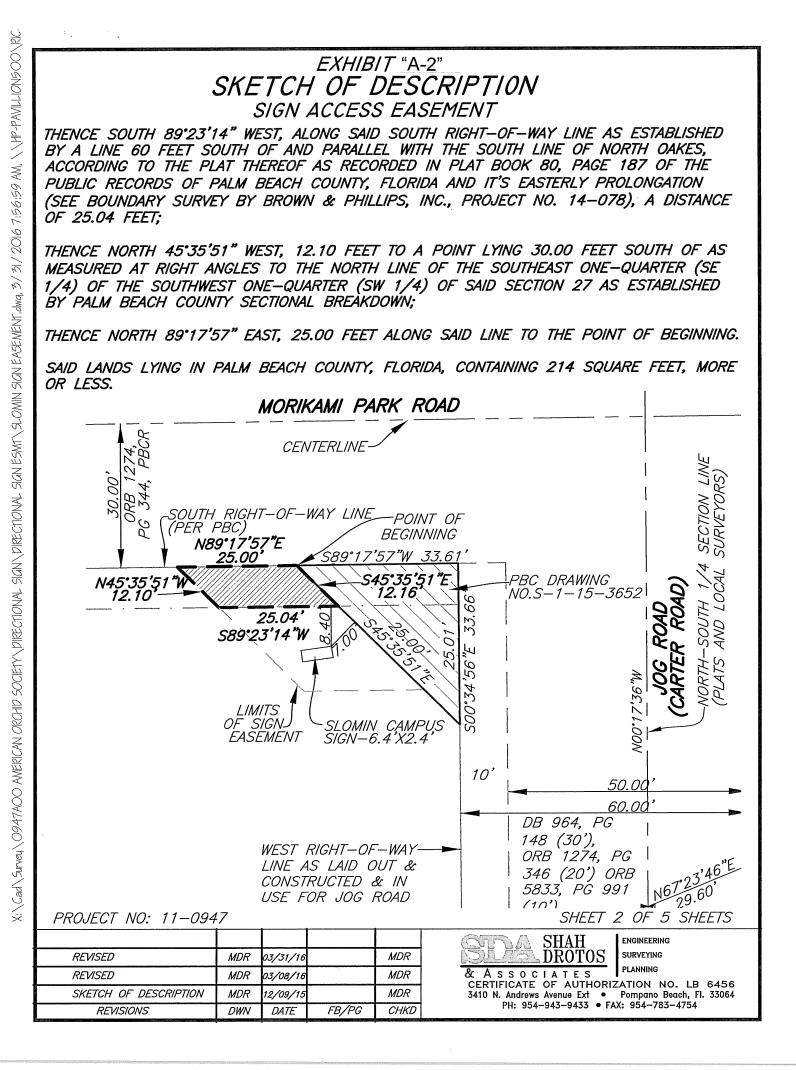
THENCE SOUTH 89°17'57" WEST, ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 27 AS ESTABLISHED BY PALM BEACH COUNTY SECTIONAL BREAKDOWN, 33.61 FEET TO THE POINT OF BEGINNING;

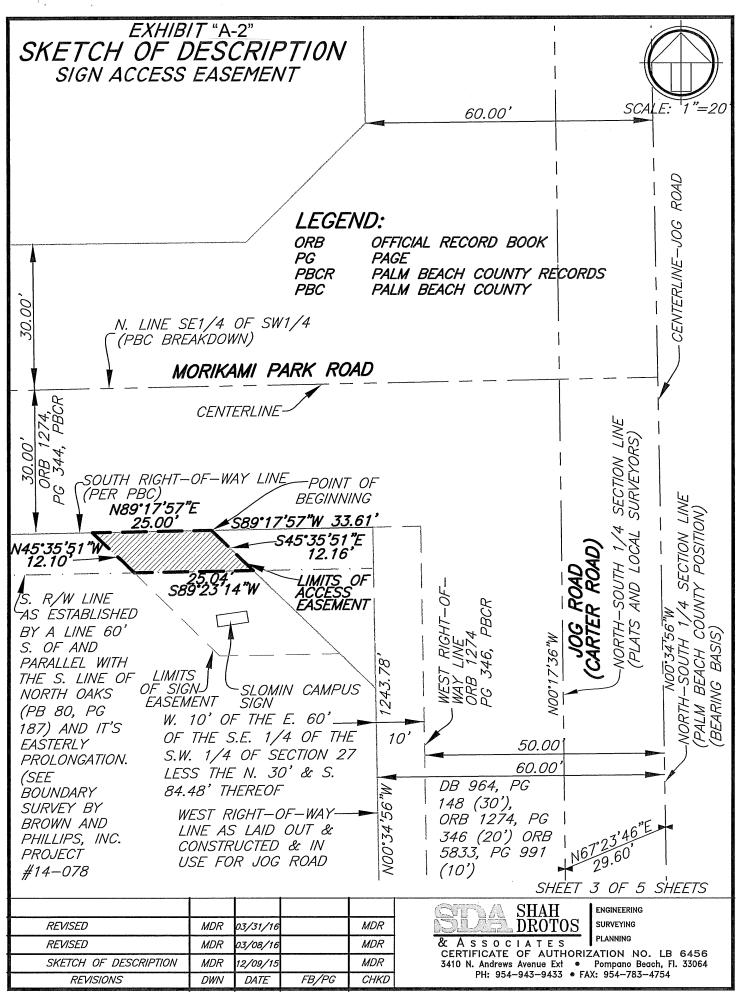
THENCE SOUTH 45°35'51" EAST, 12.16 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE AS ESTABLISHED BY A LINE 60 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF NORTH OAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80, PAGE 187 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND IT'S EASTERLY PROLONGATION (SEE BOUNDARY SURVEY BY BROWN & PHILLIPS, INC., PROJECT NO. 14-078 AND THE POINT OF BEGINNING;

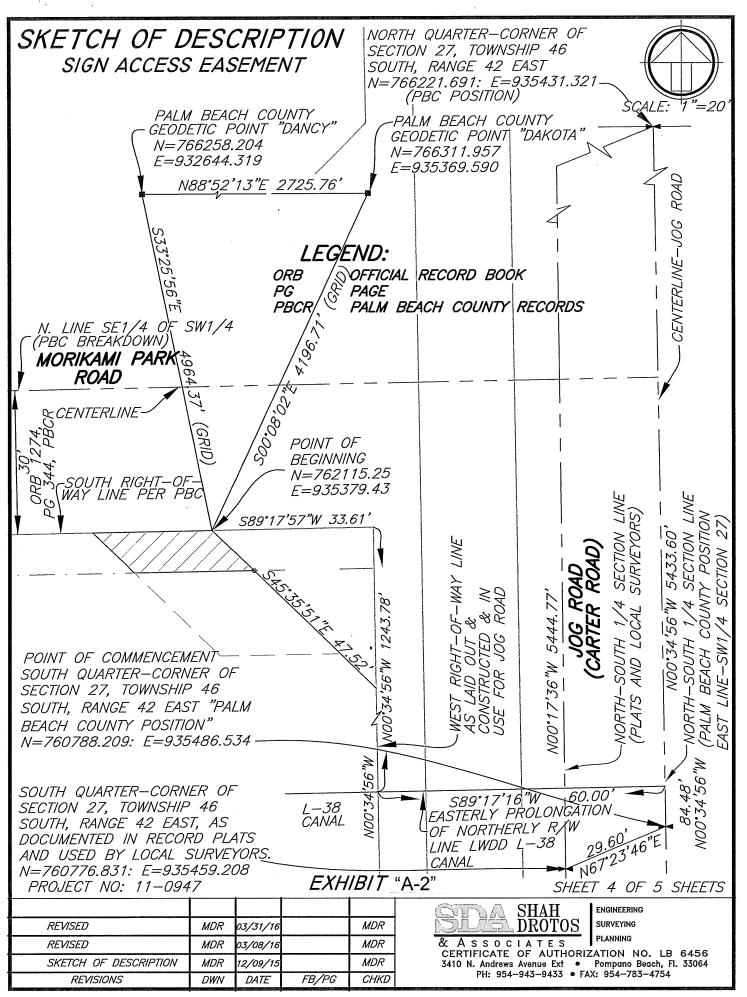
SEE SHEET 5 OF 5 FOR SURVEY NOTES AND SURVEYOR'S SIGNATURE AND SEAL SHEET 1 OF 5 SHEETS

ENGINEERING SHAH DROTOS SURVEYING MDR REVISED MDR 03/31/16 & A S S O C I A T E S PLANNING CERTIFICATE OF AUTHORIZATION NO. LB 6456 3410 N. Andrews Avenue Ext • Pompano Beach, FI. 33064 PH: 954-943-9433 • FAX: 954-783-4754 PLANNING MDR REVISED MDR 03/08/16 SKETCH OF DESCRIPTION MDR 12/09/15 MDR FB/PG CHKD REVISIONS DWN DATE

PROJECT NO: 11-0947







50 C550 SKETCH OF DESCRIPTION V NP-PAVILLION500 RICOH Aficia MP SIGN ACCESS EASEMENT SURVEY NOTES: 1. <u>THIS IS NOT A BOUNDARY SURVEY</u>. 2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD. TO THE EXTENT RELATING TO THE EXISTENCE OF EASEMENTS AND RIGHTS-OF-WAY OF RECORD 3/31/2016 7:46:15 AM, THIS MAP IS BASED UPON AN EASEMENT SEARCH PREPARED BY TITLE EVIDENCE OF SOUTH FLORIDA, INC., SEARCH DATE: 01/01/1960 TO 09/24/2013, ORDER NO. 1309037. 3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF JOG ROAD (BEING THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AS SHOWN IN OFFICIAL RECORD BOOK 5833, PAGE 99I OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BASED ON A GRID 83, 1990 ADJUSTED RANGE , Cad/Survey/0947A00 AMERICAN ORCHID 50CIETY/DIRECTIONAL SIGN/SECTION TIE/SECTION TIES. dwa. BEARING OF NORTH 00°34'56" WEST. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. COORDINATES SHOWN ARE GRID. 5. DATUM IS NAD 83 1990 ADJUSTMENT. 6. ZONE IS FLORIDA EAST. 7. 8. LINEAR UNIT IS U.S. SURVEY FEET. 9. COORDINATE SYSTEM IS 1983 STATE PLANE TRAVERSE MERCATOR PROJECTION. 10. ALL DISTANCES ARE GROUND. 11. ALL BEARINGS ARE PLAT. 12. SCALE FACTOR=1.00003063. 13. GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE FOR THE FIRM, BY: A MICHAEL D. ROSE PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 3998

PROJECT NO: 11-0947

EXHIBIT "A-2"

SHEET 5 OF 5 SHEETS

REVISED	MDR	03/31/16		MDR	
REVISED	MDR	03/08/16		MDR	& A S S O C I A T E S PLANNING CERTIFICATE OF AUTHORIZATION NO. LB 6456
SKETCH OF DESCRIPTION	MDR	12/09/15		MDR	3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
REVISIONS	DWN	DATE	FB/PG	CHKD	PH: 954–943–9433 • FAX: 954–783–4754

Exhibit "B" (Benefitted Property)

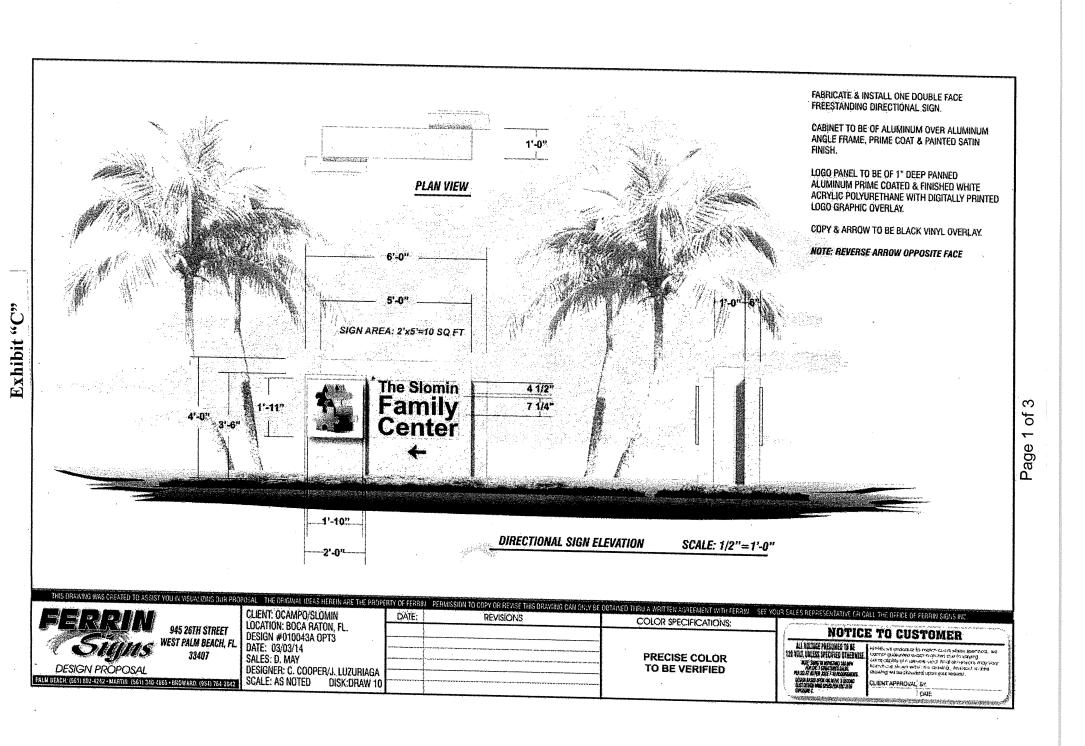
THE EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

ALSO DESCRIBED IN THAT CERTAIN SURVEY PREPARED BY O'BRIEN, SUITER & O'BRIEN, INC., ENGINEERS, SURVEYORS, LAND PLANNERS, DATED JANUARY 11, 1995 AND KNOWN AS ORDER NO. 83-311DB, AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AS SAID SOUTHWEST CORNER HAS BEEN USED HISTORICALLY, BY O'BRIEN, SUITER & O'BRIEN, INC., LAND SURVEYORS, AND BY FLORIDA SURVEYING AND MAPPING, INC., FOR THE SURVEY OF MORIKAMI PARK AND FITS THE OCCUPATION IN SAID SECTION 27, AS REFERRED TO IN OFFICIAL RECORD 4534, PAGE 743 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N. 0° 09' 56" E., ON AN ASSUMED BEARING, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1360.09 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 27; THENCE N. 89° 49' 25" E., ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 27, A DISTANCE OF 334.73 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 27 AND THE POINT OF BEGINNING; THENCE CONTINUE N. 89° 49' 26" E., ALONG THE SOUTH LINE OF THE SAID EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4), A DISTANCE OF 334.73 FEET TO THE SOUTHEAST CORNER . THEREOF; THENCE N. 0° 09' 29" E., ALONG THE EAST LINE OF THE SAID EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 27, A DISTANCE OF 680.15 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S. 89º 48' 53" W., ALONG THE NORTH LINE OF THE SAID EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 27, A DISTANCE OF 334.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S. 0° 09' 42" W., ALONG THE WEST LINE OF THE SAID EAST HALF (E. 1/2) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SAID SECTION 27, A DISTANCE OF 680.10 FEET TO THE POINT OF BEGINNING.

LESS THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

Page 1 of 1



		FABRICATE & INSTALL ONE DOUBLE FACE FREESTANDING DIRECTIONAL SIGN. CABINET TO BE OF ALUMINUM OVER ALUMINUM ANGLE FRAME, PRIME COAT & PAINTED SATIN	
		FINISH. LOGO PANEL TO BE OF 1° DEEP PANNED ALUMINUM PRIME COATED & FINISHED WHITE ACRYLIC POLYURETHANE WITH DIGITALLY PRINTED LOGO GRAPHIC OVERLAY.	
	1.0.12	COPY & ARROW TO BE BLACK VINYL OVERLAY	
		APPROXY DAY	
IGN ELEVATION	<u>SCALE: 1/2"=1'-0</u> "	THE A THEORY IN A THE ASSAULT OF THE ADDRESS AND THE ADDRESS AND A CONSERVATION AND A CONSERVATIONAL A CONSERVATION AND A CONSERVATION AND A CONSERVATION AND A CONSERVATIONAL A CONSERVATION AND A CONSERVATIONAL A CONSERVATIONAL A CONSERVATION AND A CONSERVATIONAL A CONSERVAT	
PRECIS	CIFICATIONS:	REALISTE PRESENTATION OF TALL FOR OTHER OF TERMS SUBJECT	•

FABRICATE & INSTALL ONE DOUBLE FACE FREESTANDING DIRECTIONAL SIGN.

CABINET TO BE OF ALUMINUM OVER ALUMINUM ANGLE FRAME, PRIME COAT & FINISH SIMULATED STUCCO TO MATCH EXISTING SIGNS.

LOGO PANEL TO BE OF 1" DEEP PANNED ALUMINUM PRIME COATED & FINISHED WHITE ACRYLIC POLYURETHANE WITH DIGITALLY PRINTED LOGO GRAPHIC OVERLAY.

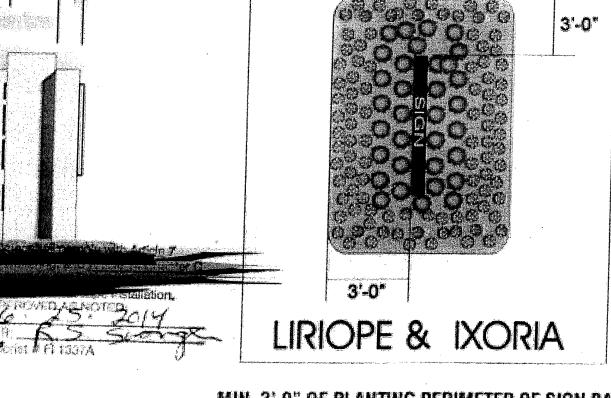
COPY & ARROW TO BE CAD CUT, 1/4" PLATE ALUMINUM PRIME COATED & FINISHED SATIN BLACK ACRYLIC POLYURETHANE.

LETTERS MOUNT WITH 14*SLEEVED ALUMINUM STANDOFF SPACERS.

NOTE: REVERSE ARROW OPPOSITE FACE

M CLANDER

LANDSCAPE DETAIL



MIN. 3'-0" OF PLANTING PERIMETER OF SIGN BASE

COLOR SPECIFICATIONS:	NOTICE TO CUSTOMER
PRECISE COLOR TO BE VERIFIED	LE HUDE MENNED DE IN WUR MEINE PERMER DE MELAN DE MERNEN DE MELAN DE MERNEN DE MELAN DE MENNEN DE MELAN DE ME

Page 3 of 3

