

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

** No Fiscal Impact.*

Fixed Asset Number _____

C. Departmental Fiscal Review: Kim Lyles 9/14/17

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

John [Signature] 9/19/17
 OFMB 9/18 9/19

[Signature] 9/22/17
 Contract Development and Control
 9/22/17 JW

B. Legal Sufficiency:

[Signature] 9/25/17
 Assistant County Attorney

C. Other Department Review:

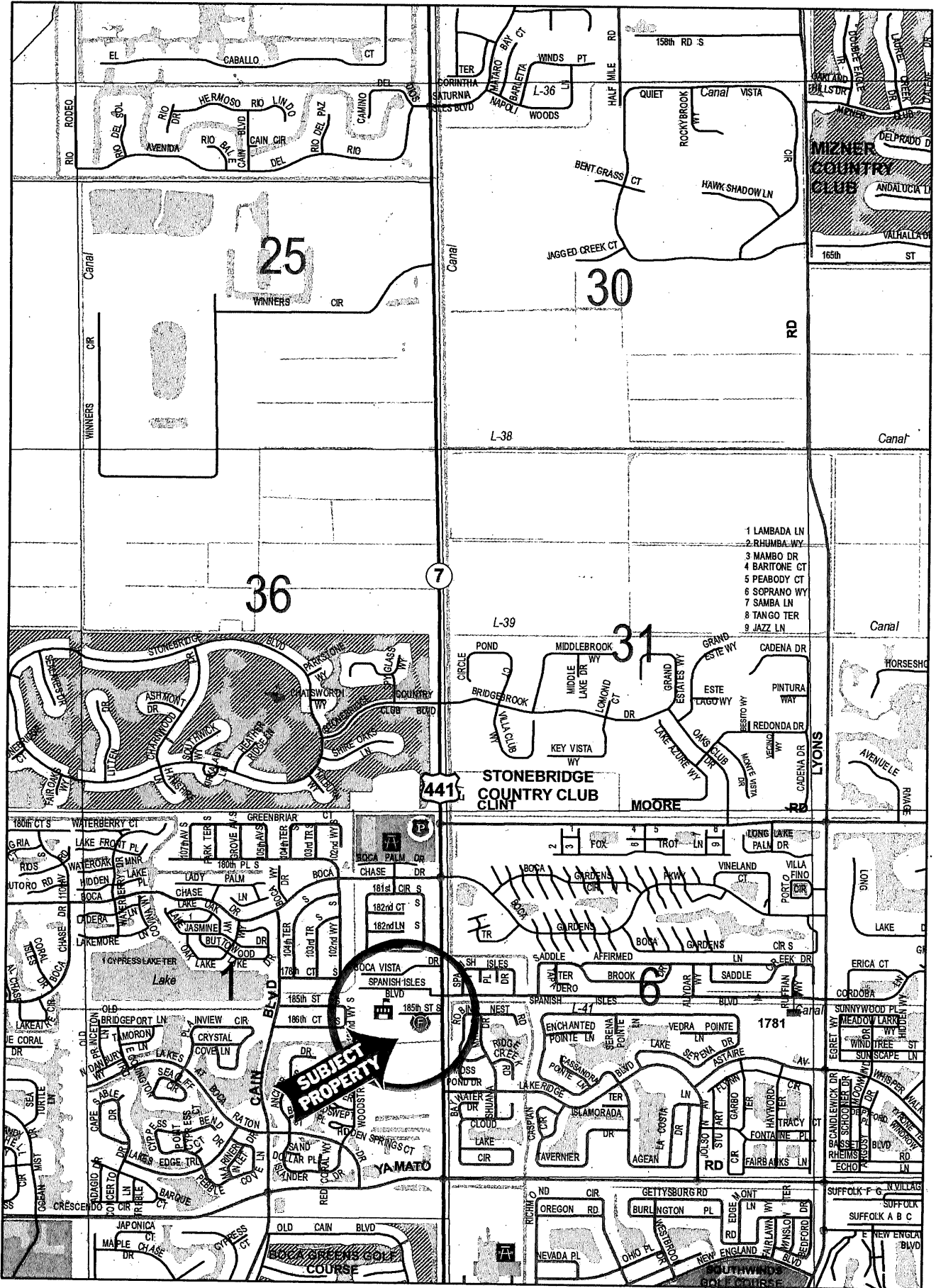
 Department Director

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

TWP 46

TWP 46

TWP 47



37

38

39

RNG 41

See pg 120

RNG 42

LOCATION MAP

Attachment 1
(1 pg)



Attachment 2
Flowage Easement
(13 pages)

PREPARED BY AND RETURN TO:
Peter Banting, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Property Control Number: 00-41-47-01-01-050-0010

FLOWAGE EASEMENT

THIS IS AN EASEMENT made _____, granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401, in favor of **FLORENCE FULLER CHILD DEVELOPMENT CENTERS, INC.**, a Florida not for profit corporation (“Grantee”), whose address is 200 NE 14th Street, Boca Raton, Florida 33432.

WHEREAS, County owns the property described in Exhibit “A” attached hereto and by this reference made a part hereof (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 has requested that County grant Grantee a storm water flowage easement over the Easement Premises to serve the Benefitted Property (“Easement”); and

WHEREAS, County has agreed to grant Grantee the Easement over the Easement Premises.

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. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grant of Easement. County does hereby grant to Grantee, its successors and assigns, upon the conditions set forth, a perpetual non-exclusive easement in, on, over, under, through, and across the Easement Premises to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect underground storm water drainage piping, control structures, and all appurtenances thereto, for storm water drainage from the Benefitted Property. Grantee shall only have the right to tie into the County’s existing outfall piping for the County parcel located within the eastern 20 feet of the Easement Premises. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and shall burden Grantee, and its successors and assigns, and shall run with the title to the Benefitted Property.

3. Storm Water Storage Capacity. Grantee's storm water drainage outfall from the Benefitted Property shall be limited to the terms and conditions as set forth in SFWMD Permit No. 50-11211-P. The Grantee's use of this Easement shall not interfere with the drainage of the County's storm water management system for the County library parcel ("County Property") which the piping located within the Easement Premises is tied into. In the event Grantee abandons or ceases to use the Easement, fails to properly maintain the SFWMD Permit and/or use of the Easement causes a negative impact on the County storm water management system, and Grantee fails to cure any such default within thirty (30) days after receipt of written notice in accordance with Section 22 herein, this Easement may be terminated by County after giving 30 days written notice to Grantee. Upon termination, Grantee shall promptly deliver to County a Release of Easement in a form satisfactory to County, if so requested by the County.

4. Relocation. In the event the County Property is redeveloped and County requires that the drainage piping and improvements within the Easement Premises be relocated to another portion of the County Property as part of the redevelopment, County shall be responsible for performing all work associated with the relocation, but Grantee shall be solely responsible for all costs associated with the relocation of the storm water drainage improvements located within the Easement Premises. County and Grantee shall amend this Easement to address the relocation of the Easement Premises.

5. Maintenance, Repair and Restoration. Grantee shall be solely responsible for and shall, at all times, maintain in good condition and repair all improvements Grantee constructed within the Easement Premises pursuant to this Easement and restore the Easement Premises if necessary, at its sole cost and expense, unless said repairs are needed due to the acts of County or of third parties permitted to utilize the Easement Premises pursuant to Section 13 herein. Additionally, in the event Grantee abandons or ceases to use the Easement granted or this Easement is terminated by County, Grantee shall have the responsibility of restoring the Easement Premises to its original condition at its sole cost and expense. Such restoration shall be at the County's sole discretion and may include removal of the underground piping and improvements, repairing any damages and restoring landscaping or improvements or such other actions as required to return the Easement Premises to its original state using materials of like kind and quality, as existed prior to Grantee's entry on and usage of the Easement Premises.

In the event that Grantee fails to fulfill the restoration obligations, County shall provide Grantee with thirty (30) days written notice of the condition(s) of the property requiring restoration. In the event Grantee fails to perform such work, County will provide Grantee one final written notice requiring completion of the work within thirty (30) days of receipt of notice. If Grantee has not satisfactorily restored the Easement Premises within the additional thirty (30) days, County may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure within thirty (30) days of receipt of invoice or be in default under this Easement.

6. Protection of Improvements. Grantee acknowledges that certain above ground and underground improvements have been constructed by County within the Easement Premises or County's adjoining property. Accordingly, Grantee covenants that while performing work

pursuant to this Easement, it will protect all such improvements and ar
County in the future, including, but not limited to, water mains, irrigatio
sanitary sewer pipes, electric service lines, telephone lines, park lig
landscaping which have been or may be placed in the Easement Premises.

3H-7
10/3/17
Replace this page

7. Other Obligations. Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with County's use of the Easement Premises or County Property.

8. Extinguished by Abandonment. If the Grantee, its successors or assigns, shall ever abandon the Easement granted hereby or cease to use the same, and fails to again commence use of the Easement within thirty (30) days after receipt of written notice in accordance with Section 22 herein, 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. Personal Property. 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 except for damages caused by County, in which case County will effectuate repairs.

10. Prohibition Against Liens. Neither County's nor Grantee's interest in the Easement Premises or County 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 Property to be discharged or transferred to bond, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

11. Insurance. 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, 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. Coverage shall be provided on a primary basis.

Umbrella or Excess Liability. Grantee may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Grantee agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" 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, provide, maintain and keep in full force and effect the same type and amount as Grantee required herein.

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

Grantee shall provide a Certificate of Insurance evidencing such insurance coverage 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, to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbc@instracking.com or Facsimile: +1 (562) 435-2999

The required certificate(s) must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Easement. 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 or Grantee's failure to ensure that the requisite insurance is maintained by any contractor or subcontractor.

12. Covenant Running with Land. 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 any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title or interest in or to all or any portion of the Benefitted Property or the County Property.

13. Rights Retained by County. 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 the right to grant to third parties additional easements in the Easement Premises so long as such County or third-party use does not interfere with Grantee's full use and enjoyment of the benefits granted to Grantee hereunder.

14. Indemnification. 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 in connection with the use or operation of the Benefitted Property, the County 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 13 herein.

15. No Dedication. 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.

16. Time of Essence. 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.

17. Construction. 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.

18. Entire Understanding. 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.

19. Assignment. This Easement is an easement appurtenant to the Benefitted Property and may not be transferred or assigned separately or apart from the Benefitted Property.

20. 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 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. 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:

(a) County:

Palm Beach 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 to:

County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Telephone: 561-355-2225
Fax: 561-355-4398

(b) Grantee:

Florence Fuller Child Development Centers, Inc.
Attn.: Ellyn Okrent, Chief Executive Officer
200 NE 14th Street
Boca Raton, Florida 33432
Telephone: (561) 391-7274 x 126
Fax: (561) 391-6641

With a copy to:

Florence Fuller Child Development Centers, Inc.
Attn.: Marsha Lavender, Chief Financial Officer and
Sheila Jones, Project Manager
200 NE 14th Street
Boca Raton, Florida 33432
Telephone: (561) 391-7274
Fax: (561) 391-6641

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

21. Matters of Record. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the County Property, and all other easements, restrictions, conditions, encumbrances and other matters of record.

22. Default. 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, 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.

23. Governing Law & Venue. 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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

24. Effective Date of Easement. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

25. No Third Party Beneficiary. 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 citizen or employee of the County or Grantee.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County has executed this Easement on the date set forth hereinabove.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

PALM BEACH COUNTY,
a political subdivision of the State of
Florida, by and through its Board of County
Commissioners

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

Witness Signature

Print Witness Signature

Witness Signature

Print Witness Signature

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

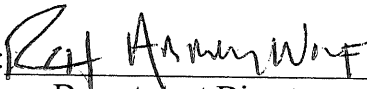
By:  _____
Department Director

EXHIBIT "A"
COUNTY PROPERTY / EASEMENT PREMISES

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A STRIP OF LAND 15.00 FEET IN WIDTH BEING DESCRIBED FOR DRAINAGE EASEMENT PURPOSES; LYING WITHIN A PORTION OF TRACT 50, FLORIDA FRUIT LANDS CO. SUBDIVISION NO. 2 AS RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING IN SECTION 1 TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, SAID STRIP BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE PALM BEACH COUNTY HORIZONTAL CONTROL STATION "SR7-39" (HAVING STATE PLANE COORDINATES OF NORTHING = 753646.059, EASTING = 916855.493, NAD 83/90 ADJUSTMENT); THENCE SOUTH 01°29'39" EAST ALONG A LINE BETWEEN SAID HORIZONTAL CONTROL STATION "SR7-39" AND PALM BEACH HORIZONTAL CONTROL STATION "SPANISH ISLES US-441" (HAVING STATE PLANE COORDINATES OF NORTHING = 752391.754, EASTING = 916888.212, NAD 83/90 ADJUSTMENT), A DISTANCE OF 1254.71 FEET; THENCE SOUTH 22°36'12" WEST, A DISTANCE OF 650.80 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 15 FOOT DRAINAGE EASEMENT; SAID POINT BEING ON THE EAST LINE OF THE WEST BOCA LIBRARY BOUNDARY SURVEY, PALM BEACH COUNTY PROJECT NO. 2006009-12 ALSO BEING THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 7 (U.S. 441) AS RECORDED IN OFFICIAL RECORDS BOOK 21839, PAGE 269, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 84°27'37" WEST, A DISTANCE OF 12.97 FEET; THENCE NORTH 5°32'23" WEST, A DISTANCE OF 6.50 FEET; THENCE SOUTH 88°21'08" WEST, A DISTANCE OF 199.32 FEET; THENCE SOUTH 89°39'23" WEST, A DISTANCE OF 200.15 FEET; THENCE NORTH 0°20'40" WEST, A DISTANCE OF 20.82 FEET TO THE NORTH LINE OF SAID WEST BOCA LIBRARY AND ALSO BEING THE POINT OF TERMINATION OF SAID CENTERLINE OF EASEMENT.

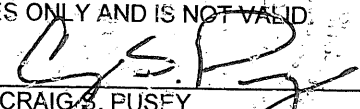
CONTAINING 6,596 SQUARE FEET OR 0.15 ACRES MORE OR LESS.

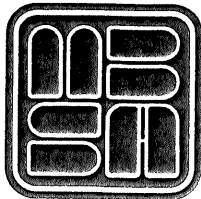
LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.T. = POINT OF TERMINATION
- N/A = NOT APPLICABLE
- O.R.B. = OFFICIAL RECORD BOOK
- R.P.B. = ROAD PLAT BOOK
- P.B.C.U.E. = PALM BEACH COUNTY UTILITY EASEMENT
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- OA = OVERALL
- IR/C = IRON ROD & CAP
- FND = FOUND
- PB = PLAT BOOK
- PBC = PALM BEACH COUNTY
- HORIZ. = HORIZONTAL
- STA = STATION
- DE = DRAINAGE EASEMENT
- NAD = NORTH AMERICAN DATUM
- (C.) = CALCULATED
- (M.) = MEASURED

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

8/10/17
DATE OF SIGNATURE


CRAIG S. PUSEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5019



**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406
TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

FIELD: N/A	DRAWN: E.B.	SCALE: N/A
BOOK: N/A	DATE: MARCH 17	CADDFILE:
PAGE: N/A	CHECKED: C.S.P.	1544_S&L 15 DE

**SKETCH AND DESCRIPTION
15' DRAINAGE EASEMENT
WEST BOCA LIBRARY**

SHEET NO. 1 OF 4

JOB NO. 1544

THIS IS NOT A BOUNDARY SURVEY

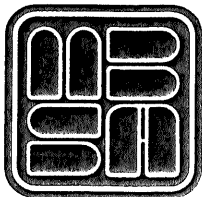
EXHIBIT "A"

SURVEY NOTES:

- 1.) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2.) NO RESEARCH OF ADJOINERS WAS PERFORMED BY THIS OFFICE.
- 3.) THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY, NOT SHOWN HEREON, WHICH MAY BE REVEALED BY A SEARCH OF THE PUBLIC RECORDS.
- 4.) BEARINGS AS SHOWN HEREON ARE GRID DATUM NAD 83, 1990 ADJUSTMENT AND BASED ON A LINE BETWEEN PALM BEACH HORIZONTAL CONTROL STATIONS "SR7-39" AND "SPANISH ISLES US 441", HAVING A BEARING OF SOUTH 1°29'39" EAST.
- 5.) THE SIDELINES OF SAID EASEMENT WILL EXTEND OR SHORTEN TO MEET AT ANGLE POINTS AND TO FORM A CONTINUOUS STRIP OF LAND.
- 6.) COORDINATE NOTES: COORDINATES SHOWN AND DESCRIBED HEREON ARE GRID DATUM NAD 83/1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION. ALL DISTANCES ARE GROUND UNLESS OTHERWISE SHOWN, SCALE FACTOR = 1.000019117, GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE, BEARINGS SHOWN HEREON ARE GRID BEARINGS (NAD 83/90 ADJUSTMENT)

LEGEND

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- NAD = NORTH AMERICAN DATUM
- (C.) = CALCULATED
- (M.) = MEASURED



**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
 1850 FOREST HILL BLVD., SUITE 206
 WEST PALM BEACH, FLORIDA 33406
 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

SKETCH AND DESCRIPTION
 15' DRAINAGE EASEMENT
 WEST BOCA LIBRARY

FIELD:	N/A	DRAWN:	E.B.	SCALE:	N/A
BOOK:	N/A	DATE:	MARCH 17	CADDFILE:	
PAGE:	N/A	CHECKED:	C.S.P.	1544_S&L 15 DE	

SHEET NO. 2 OF 4

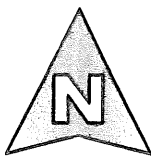
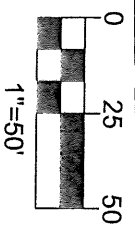
JOB NO. 1544

THIS IS NOT A BOUNDARY SURVEY

EXHIBIT "A"

PALM BEACH COUNTY HORIZONTAL CONTROL
STATION "SPANISH ISLES US-441"
GRID N=752391.754 (P.B.C. POSITION)
GRID E=916888.212

STATE ROAD 7 (U.S. 441)
PARCEL 126.1, SECTION 93210-2515
(ORB 10523, PAGE 1295)



P.O.C.
PALM BEACH COUNTY
HORIZONTAL CONTROL
STATION "SR 7-39"
GRID N=753646.059
GRID E=916855.493
(P.B.C. POSITION)

S01°29'39"E
(GROUND)
1254.71'
(BEARING/
BASIS)

S22°36'12"W
650.80'
(GROUND)

FOUND 5/8" IR/C
(I.D. IS NOT LEGIBLE)

FND. I.R./ (c.), P.S.M. #5776
(P.B.(c.) POSITION)
N 751814.1300
S 916677.6600

P.O.B.

40' ADDITIONAL
RIGHT-OF-WAY
(O.R.B. 21839, PG. 269)

S01°02'37"E
W. RW LINE
E. LINE OF WEST
BOCA LIBRARY

A PORTION OF TRACT 49
FLORIDA FRUIT LANDS CO.
SUBDIVISION NO. 2
(P.B. 1, PG. 102, P.B.(c.)R.)

PALM BEACH COUNTY
PROPERTY
(O.R.B. 5212, PG. 253)

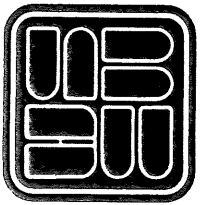
N. PROPERTY LINE
WEST BOCA LIBRARY
PER P.B.(c.) PROJECT
NO. 2006009-12

S89°28'57"W 1130.71' (C.) 1130.97' (M)

S88°21'08"W 199.32'
N05°32'23"W 6.50'
S84°27'37"W 12.97'
15' D.E.

TRACT 50
FLORIDA FRUIT LANDS CO. SUBDIVISION NO. 2
(P.B. 1, PG. 102, P.B.(c.)R.)
WEST BOCA LIBRARY
P.B.(c.) PROJECT # 2006009-12
AFFIDAVIT OF WAIVER
(O.R.B. 21982, PG 1278)

SEE SHEET 4 OF 4



**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33408
TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

FIELD:	N/A	DRAWN:	E.B.	SCALE:	1"=50'
BOOK:	N/A	DATE:	MARCH 17	CADFILE:	
PAGE:	N/A	CHECKED:	C.S.P.	1544_S&L 15 DE	

SKETCH AND DESCRIPTION
15' DRAINAGE EASEMENT
WEST BOCA LIBRARY

SHEET NO. 3 OF 4

JOB NO. 1544

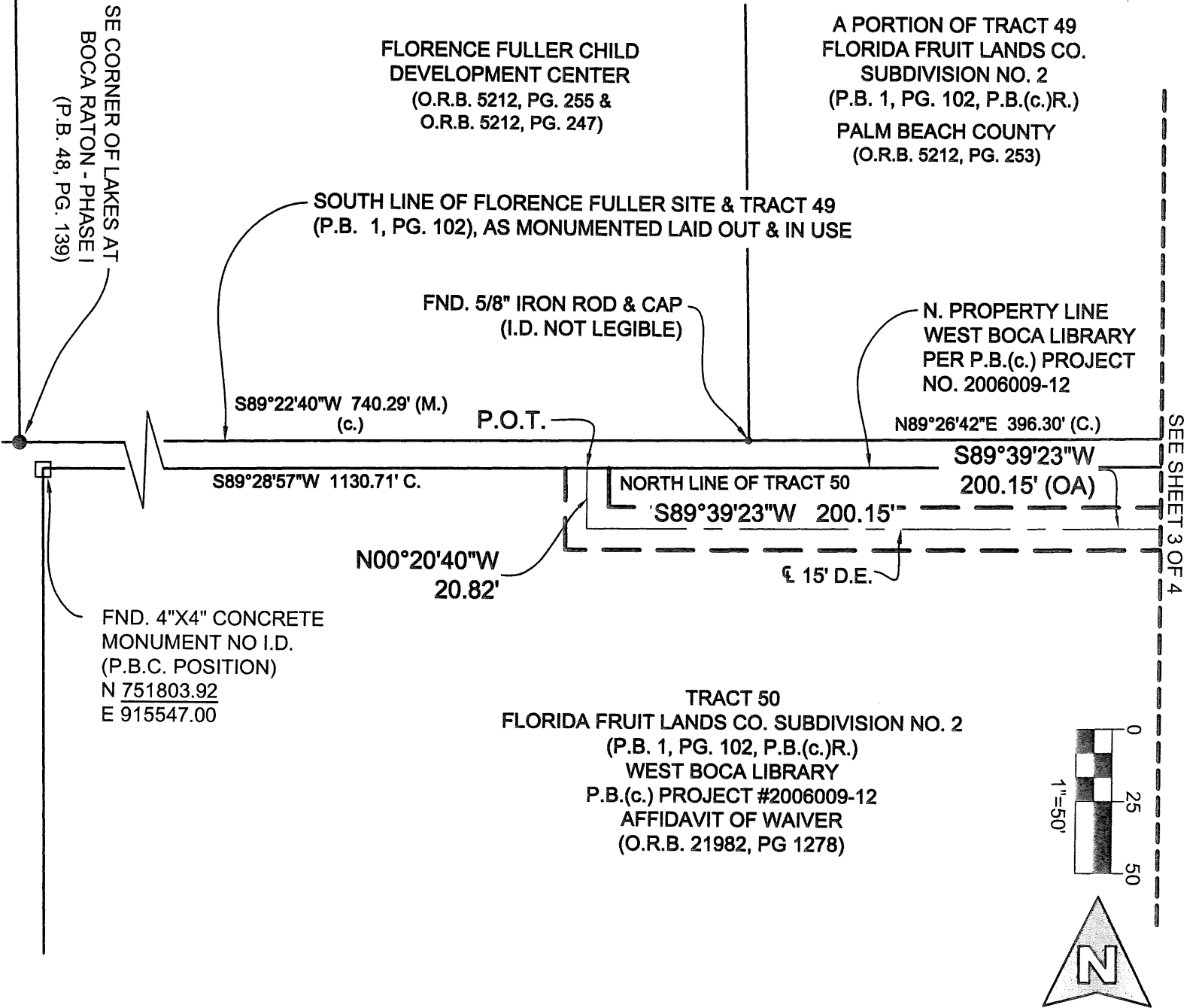


**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**
1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406
TEL. (561) 968-0080 FAX (561) 642-9728 LB# 2438

FIELD: N/A DRAWN: E.B.
BOOK: N/A DATE: MARCH 17 SCALE: 1"=50'
PAGE: N/A CHECKED: C.S.P. CADFILE: 1544_S&L 15 DE

**SKETCH AND DESCRIPTION
15' DRAINAGE EASEMENT
WEST BOCA LIBRARY**

SHEET NO. 4 OF 4 JOB NO. 1544



THIS IS NOT A BOUNDARY SURVEY

EXHIBIT "A"

EXHIBIT "B"
BENEFITTED PROPERTY

ALL OF TRACT 49 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO 2, AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THEREFROM THE EAST 577.67 FEET, SAID LAND LYING IN SECTION 1, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.