

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 1, 2018 Consent [X] Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a utility easement granted by the Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF), to Palm Beach County (County) on properties located south of Hooker Highway, between State Road 715 and State Road 15 (Main Street) in the City of Belle Glade.

**Summary:** On September 12, 2017, the Board of County Commissioners (BCC) adopted two resolutions in support of applications to obtain Easements from TIITF (R2017-1363 and R2017-1364) on two properties located south of Hooker Highway between State Road 715 and State Road 15. One Easement will allow the Water Utilities Department (WUD) to access the TIITF properties to install new wastewater force main to interconnect Runyon Village. Second Easement will provide access to an existing force main serving an industrial park on the former site of Glades Correctional Institution (GCI). WUD has secured consent for the easement from the City of Belle Glade and PRIDE Enterprises, who are management entities regarding the parcel. (WUD Project No. 14-037) District 6 (MJ)

**Background and Justification:** As part of WUD's continuing effort to improve the efficiency of the infrastructure within the City of Belle Glade, WUD is planning to install a 3-inch force main to interconnect Runyon Village's wastewater system to an existing WUD wastewater force main south of Hooker Highway and west of Main Street. The second easement is for an existing force main from a developing industrial park on former GCI property. These Easements are required to maintain and improve wastewater system level of service in the area. 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. 33124

Recommended By: Jim Stiles Department Director Date  
Approved By: [Signature] Deputy County Administrator Date 4/12/18

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<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>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No.:** Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

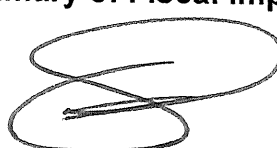
Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Reporting Category N/A

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

No Fiscal Impact



**C. Department Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

*Robert Rawls* 4/8/18  
OFMB 4/11/18

*Eric J. Jacobson* 4/11/18  
Contract Development and Control 4/10/18

**B. Legal Sufficiency:**

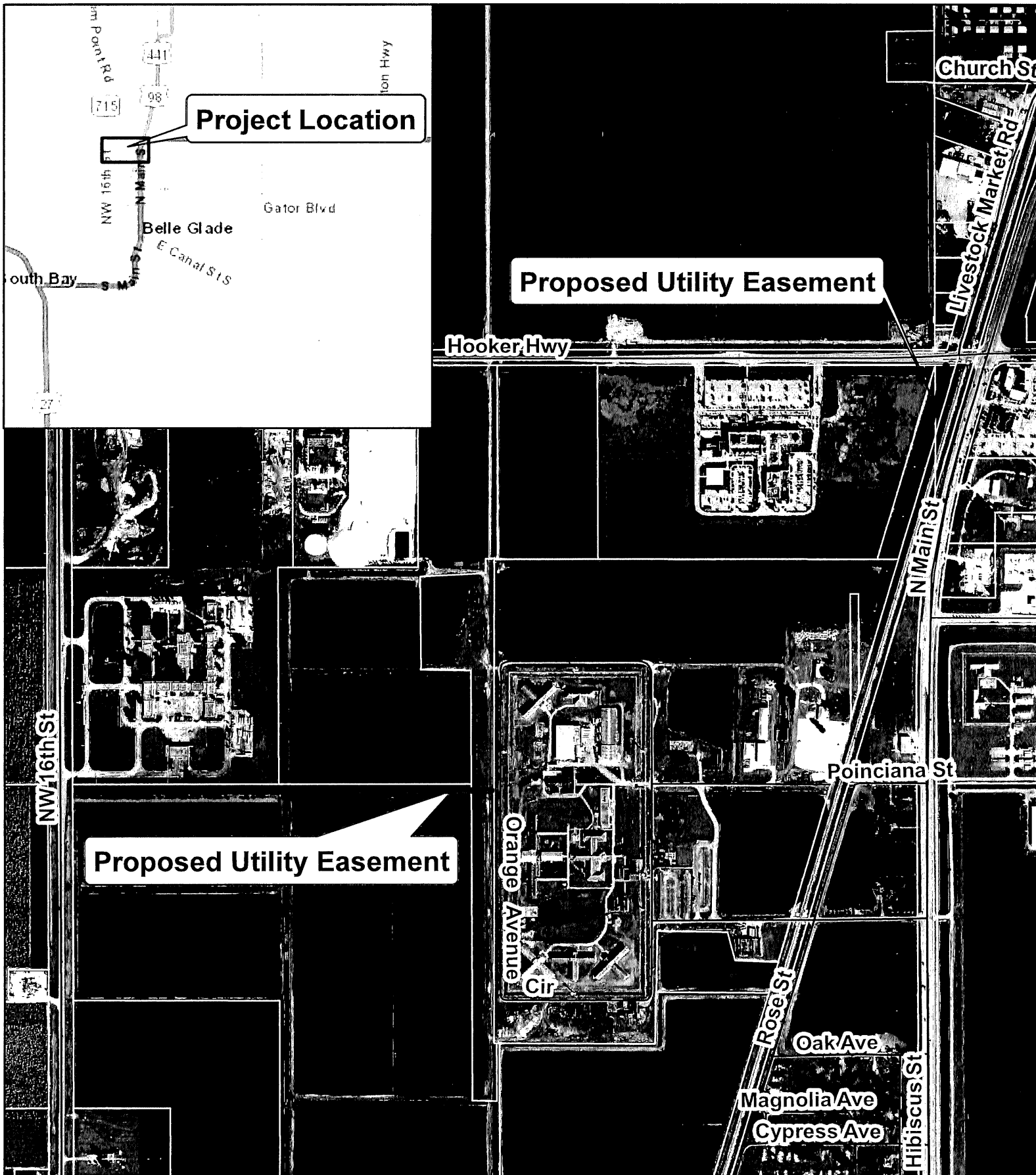
*[Signature]* 4/12/18  
Assistant County Attorney

**C. Other Department Review:**

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

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

# ATTACHMENT 1 LOCATION MAP



This Easement was prepared by:  
Diane L. McKenzie,  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
AID: 37021

OAE1  
[0.82 acres +/-]

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

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**EASEMENT**

**Easement Number 33124**

THIS EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, 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 political 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 sewer forcemain; and

**WHEREAS**, the managing agency has agreed to the proposed use of the land subject to 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 \_\_\_\_\_ and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to the construction and maintenance of a sewer forcemain, upon 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. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

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. 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, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and 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, nor shall it be construed as a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor 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 subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

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, ASSESSMENTS AND LIENS:** GRANTEE shall assume full responsibility for and shall pay the following liabilities that accrue to the Easement Area or to the improvements thereon: taxes of every kind; any and all drainage and special assessments; all mechanic's or materialman's liens; and any other similar tax, assessment or lien 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:** The following special conditions shall apply to this easement:

- A. GRANTEE shall notify the managing agency five (5) working days in advance before the start of all maintenance activities by contacting Dee Kiminki at [dkiminki@pride-enterprises.org](mailto:dkiminki@pride-enterprises.org).

*[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:

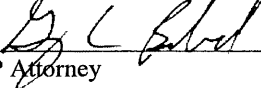
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of  
the State of Florida

“GRANTOR”

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:

 2-2-2018  
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this easement on behalf of Palm Beach County.

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

**“GRANTEE”**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By:  \_\_\_\_\_  
Department Director

**STATE OF FLORIDA**  
**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Melissa McKinlay as Mayor, for and on behalf of the County Commissioners of Palm Beach County, Florida. She is personally known to me.

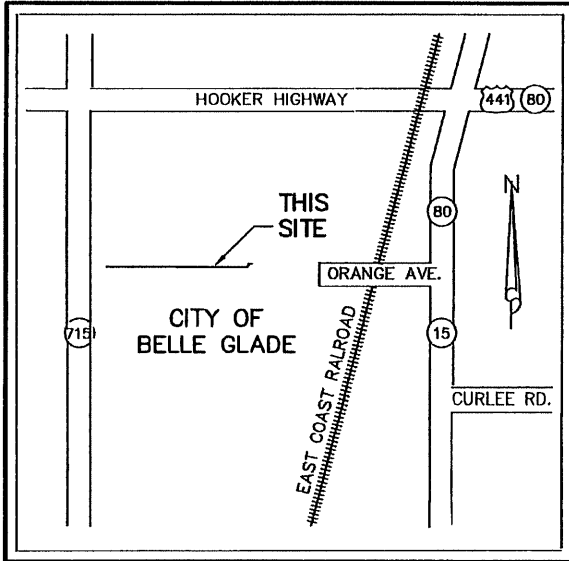
\_\_\_\_\_  
Notary Public, State of Florida

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

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

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

EXHIBIT "A"



LOCATION MAP  
NOT TO SCALE

*David A. Bower* 6/13/17

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

SURVEYOR'S NOTES:

1. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF THE WEST 1/2 OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING A BEARING OF SOUTH 00°14'44" EAST, BASED UPON THE NORTH AMERICAN DATUM OF 1983, ON THE 1990 ADJUSTMENT FOR THE FLORIDA TRANSVERSE MERCATOR - EAST ZONE.
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

SKETCH & DESCRIPTION  
For: PALM BEACH COUNTY  
WATER UTILITIES DEPARTMENT

DRAWN: RRM/MT	SCALE: N/A	DATE: 06/13/17
CHK: DAB	JOB# 15-030-19	SHEET: 1 OF 4

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**DESCRIPTION:**

A 10 foot wide strip of land lying within a portion of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of Section 19, Township 43 South, Range 37 East, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 19, Township 43 South, Range 37 East, Palm Beach County Florida; thence South 00°14'44" East (as a basis of bearings) along the East line of the West one-half (W 1/2) of said Section 19, a distance of 2642.25 feet to the POINT OF BEGINNING; thence continue South 00°14'44" East along said East line, a distance of 10.00 feet; thence South 88°47'55" West, a distance of 41.52 feet; thence South 01°42'54" West, a distance of 21.62 feet; thence South 46°54'02" West, a distance of 49.08 feet; thence North 89°50'36" West, a distance of 2483.55 feet to a point being on a line lying 75.00 feet East of and parallel with (as measured at right angles) the West line of the Southwest one-quarter (SW 1/4) of said Section 19, said line also being the East right-of-way line of State Road No. 715 as depicted on the State of Florida State Road Department right of way map, Section No. 93500-2101, Sheet 3 of 6, last revised date: 8-10-51; thence North 00°14'04" West along said line, a distance of 10.00 feet; thence South 89°50'36" East, a distance of 2479.65 feet; thence North 46°54'02" East, a distance of 40.95 feet; thence North 1°42'54" East, a distance of 26.96 feet; thence North 88°47'55" East, a distance of 51.19 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 25,973 square feet more or less.

BSM APPROVED  
By: *SK*  
Date: 11.22.2017

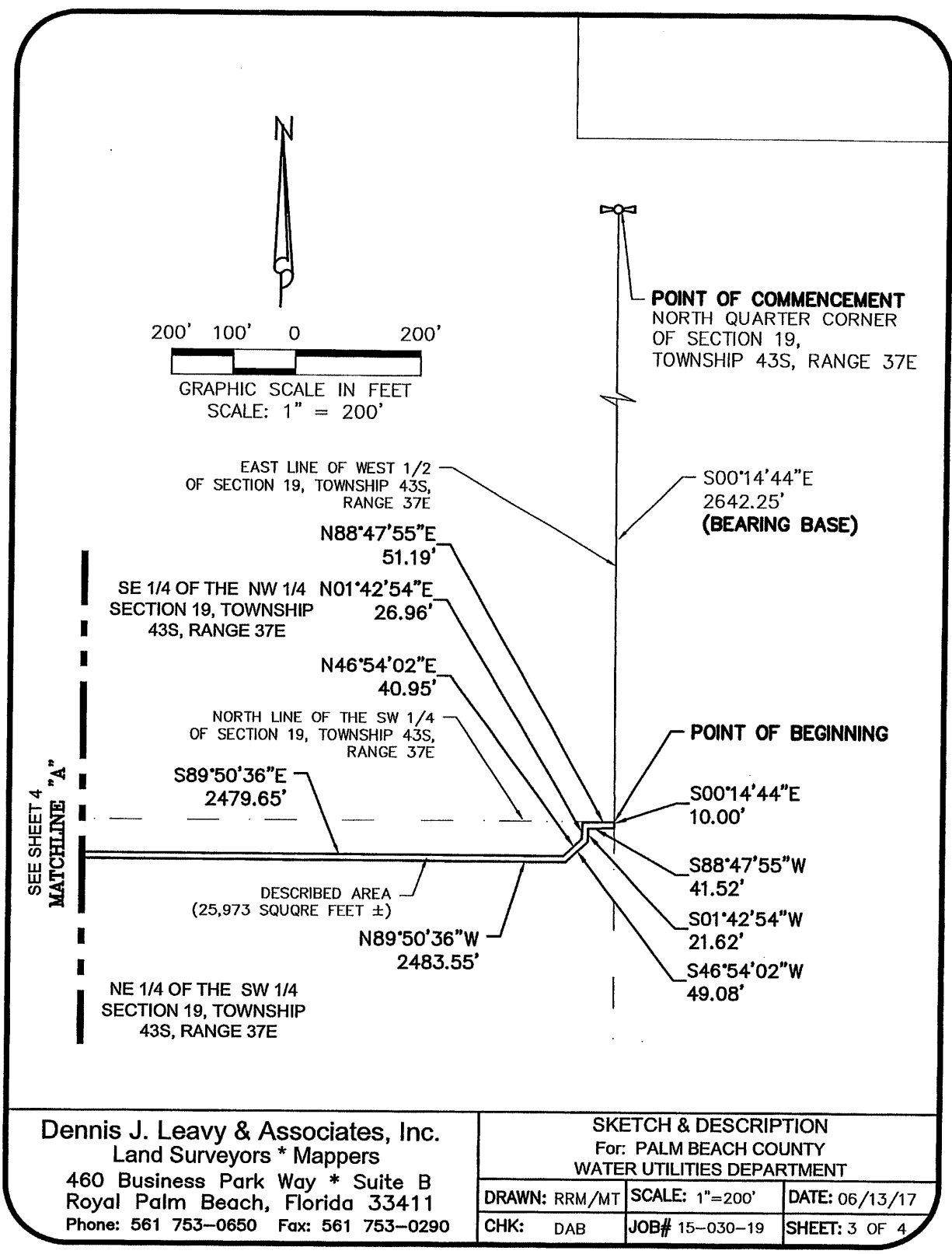
**Dennis J. Leavy & Associates, Inc.**  
Land Surveyors \* Mappers

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 DEPARTMENT

<b>DRAWN:</b> RRM/MT	<b>SCALE:</b> N/A	<b>DATE:</b> 06/13/17
<b>CHK:</b> DAB	<b>JOB#</b> 15-030-19	<b>SHEET:</b> 2 OF 4

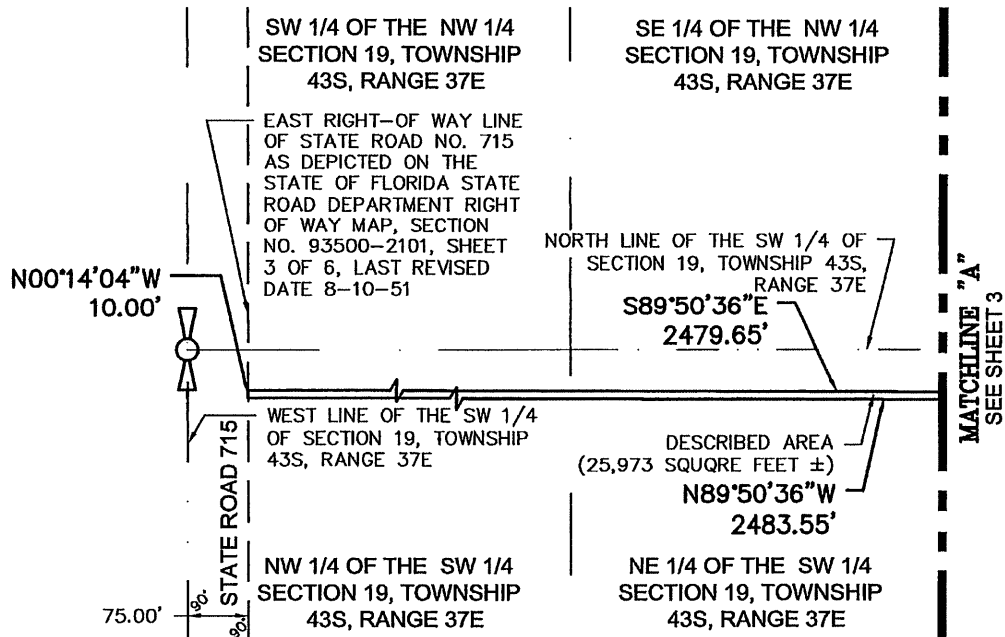
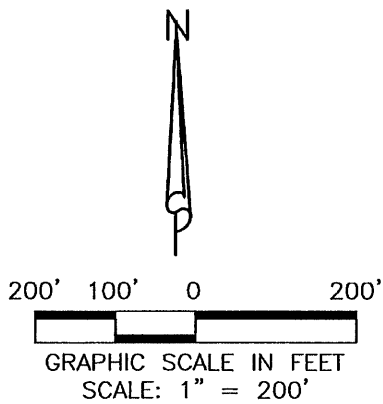
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**Dennis J. Leavy & Associates, Inc.**  
 Land Surveyors \* Mappers  
 460 Business Park Way \* Suite B  
 Royal Palm Beach, Florida 33411  
 Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION		
For: PALM BEACH COUNTY		
WATER UTILITIES DEPARTMENT		
DRAWN: RRM/MT	SCALE: 1"=200'	DATE: 06/13/17
CHK: DAB	JOB# 15-030-19	SHEET: 3 OF 4

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**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 DEPARTMENT

<b>DRAWN:</b> RRM/MT	<b>SCALE:</b> 1"=200'	<b>DATE:</b> 06/13/17
<b>CHK:</b> DAB	<b>JOB#</b> 15-030-19	<b>SHEET:</b> 4 OF 4

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I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

*David A. Bower*

DAVID A. BOWER <sup>4/4/17</sup>  
 PROFESSIONAL SURVEYOR & MAPPER  
 STATE OF FLORIDA  
 CERTIFICATE NO. LS 5888

**DESCRIPTION:**

A 15.00 foot wide strip of land lying within a portion of Section 20, Township 43 South, Range 37 East, City of Belle Glade, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 20; thence South 00°16'48" East along the West line of said Section 20, a distance of 233.41 feet to the POINT OF BEGINNING; thence continue South 00°16'48" East along said West line, a distance of 51.06 feet; thence North 16°48'14" East departing said West line, a distance of 192.67 feet to a point being on the South right-of-way line of Hooker Highway as depicted on the State of Florida State Road Department Right of Way Map for State Road No. 15, Section 93130-2505, Sheet 5 of 5, approved date: 5-19-70, last revised date: 5-13-70; thence North 89°58'56" West along said South right-of-way line, a distance of 15.67 feet; thence South 16°48'14" West departing said South right-of-way line, a distance of 139.34 feet to the POINT OF BEGINNING.

Containing 2,490 square feet more or less.

BSM APPROVED  
 By: *SK*  
 Date: 11.22.2017

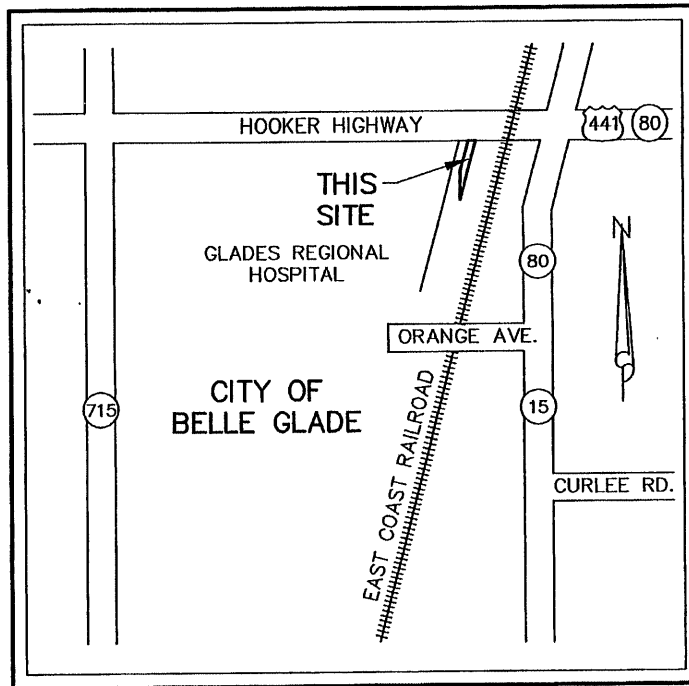
**LEGEND:**

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| CFT = CALCULATED FROM FIELD TRAVERSE | R/W = RIGHT-OF-WAY               |
| LB = LICENSED BUSINESS               | S.F. = SQUARE FEET               |
| O.R.B. = OFFICIAL RECORDS BOOK       | ± = MORE OR LESS                 |
| P.B. = PLAT BOOK                     | (RWM) = PER THE STATE OF FLORIDA |
| P.B.C.R. = PALM BEACH COUNTY RECORDS | STATE ROAD DEPARTMENT            |
| PG. = PAGE                           | RIGHT OF WAY MAP FOR             |
| PCN = PARCEL CONTROL NUMBER          | STATE ROAD NO. 15,               |
|                                      | SECTION 93130-2505,              |
|                                      | SHEET 5 OF 5, APPROVED           |
|                                      | DATE: 5-19-70, LAST              |
|                                      | REVISED DATE: 5-13-70            |

**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: 04/04/17
CHK: AV	JOB# 15-030-13 SD 2	SHEET: 1 OF 3

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LOCATION MAP  
NOT TO SCALE

**SURVEYOR'S NOTES:**

1. BEARINGS DEPICTED HEREON ARE BASED UPON THE NORTH LINE OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, CITY OF BELLE GLADE, PALM BEACH COUNTY, FLORIDA. SAID LINE BEING MONUMENTED AND HAVING A GRID (83/90) BEARING OF SOUTH 89° 57'41" WEST.
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

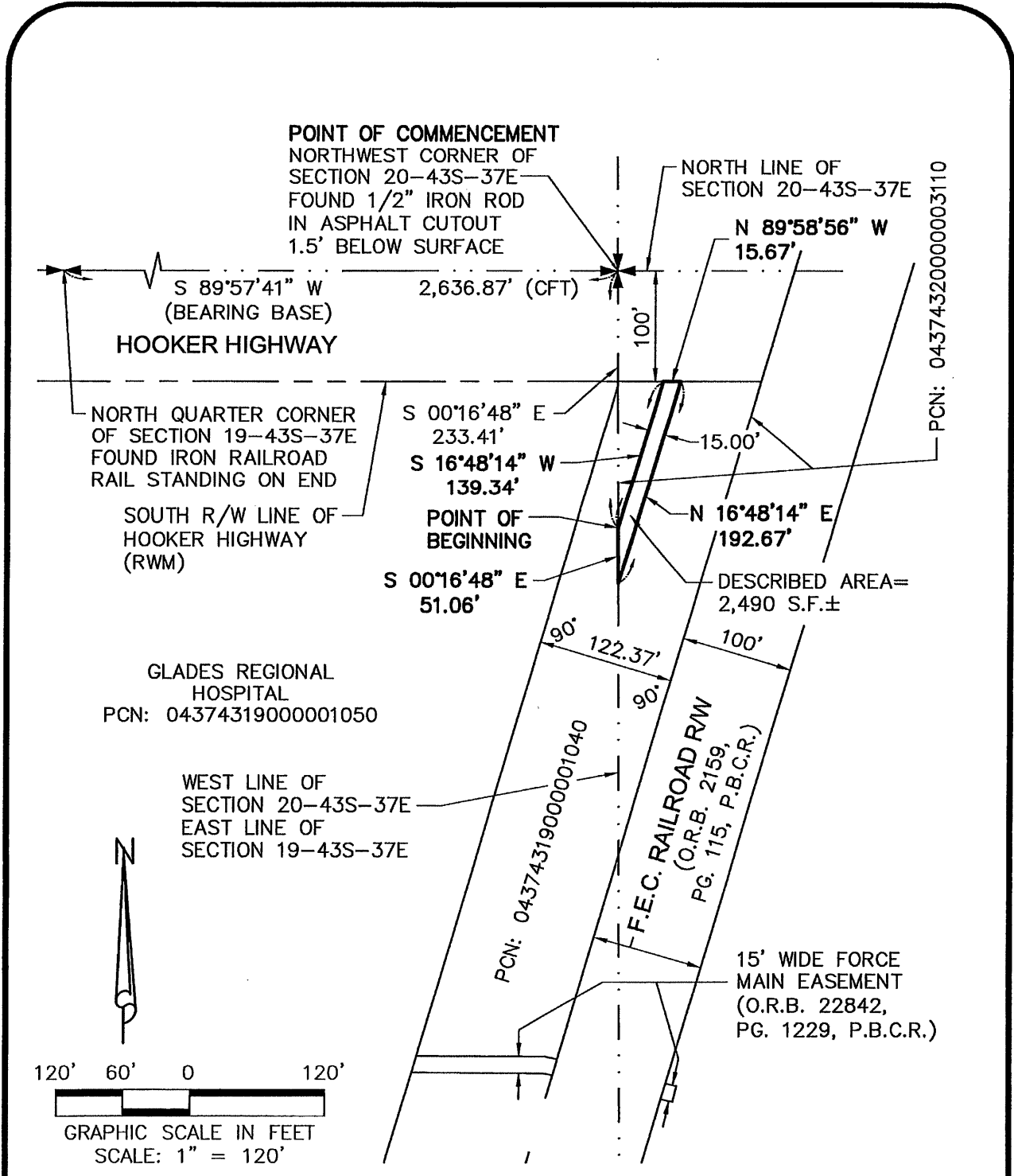
460 Business Park Way \* Suite B  
Royal Palm Beach, Florida 33411  
Phone: 561 753-0650 Fax: 561 753-0290

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

DRAWN: DB	SCALE: N/A	DATE: 04/04/17
CHK: AV	JOB# 15-030-13 SD 2	SHEET: 2 OF 3

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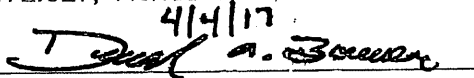


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SKETCH & DESCRIPTION		
For: PALM BEACH COUNTY WATER UTILITIES		
DRAWN: DB	SCALE: 1"=120'	DATE: 04/04/17
CHK: AV	JOB# 15-030-13 SD 2	SHEET: 3 OF 3

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I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

4/4/17  


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

**DESCRIPTION:**

A 15.00 foot wide strip of land lying within a portion of Section 19, Township 43 South, Range 37 East, City of Belle Glade, Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 19; thence South 00°16'48" East along the East line of said Section 19, a distance of 103.88 feet to a point being on a line lying 122.37 feet Northwesterly of and parallel with (as measured at right angles) the Westerly line of the FEC Railroad right-of-way line as recorded in Official Records Book 2159, Page 115 of the Public Records of Palm Beach County, Florida; thence South 16°26'24" West along said parallel line, a distance of 634.26 feet to a point being on the North line of a 15 foot wide force main easement as recorded in Official Records Book 22842, Page 1229 of the Public Records of Palm Beach County, Florida; thence South 89°40'25" East along said North line, a distance of 35.48 feet to the POINT OF BEGINNING; thence North 16°48'14" East departing said North line, a distance of 500.37 feet to a point being on the East line of said Section 19; thence South 00°16'48" East along said East line, a distance of 51.06 feet; thence South 16°48'14" West departing said East line, a distance of 447.13 feet to a point being on the North line of said 15 foot wide force main easement; thence North 89°40'25" West along said North line, a distance of 15.64 feet to the POINT OF BEGINNING.

Containing 7,106 square feet more or less.

BSM APPROVED  
 By: SK  
 Date: 11.22.2017

**LEGEND:**

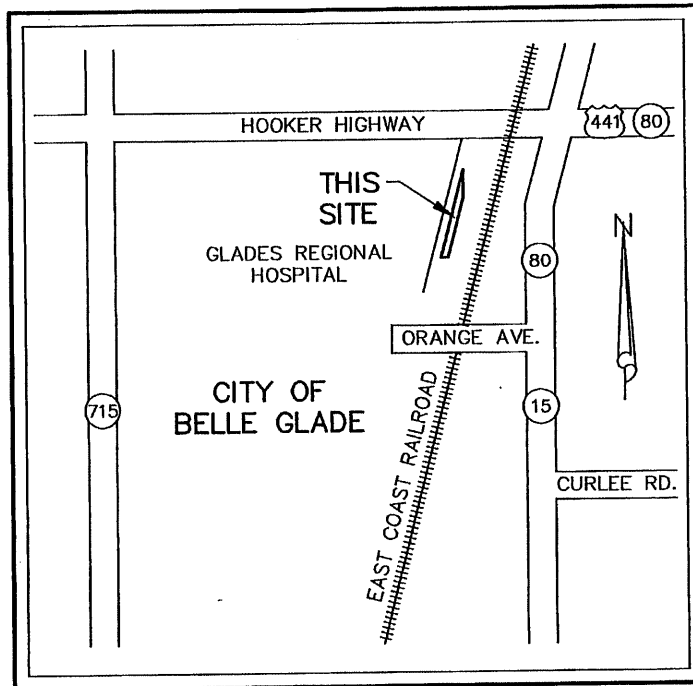
CFT = CALCULATED FROM FIELD TRAVERSE	PG. = PAGE
LB = LICENSED BUSINESS	PCN = PARCEL CONTROL NUMBER
O.R.B. = OFFICIAL RECORDS BOOK	R/W = RIGHT-OF-WAY
P.B. = PLAT BOOK	S.F. = SQUARE FEET
P.B.C.R. = PALM BEACH COUNTY RECORDS	± = MORE OR LESS

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

DRAWN: DB	SCALE: N/A	DATE: 04/04/17
CHK: AV	JOB# 15-030-13 SD 1	SHEET: 1 OF 3

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LOCATION MAP  
NOT TO SCALE

**SURVEYOR'S NOTES:**

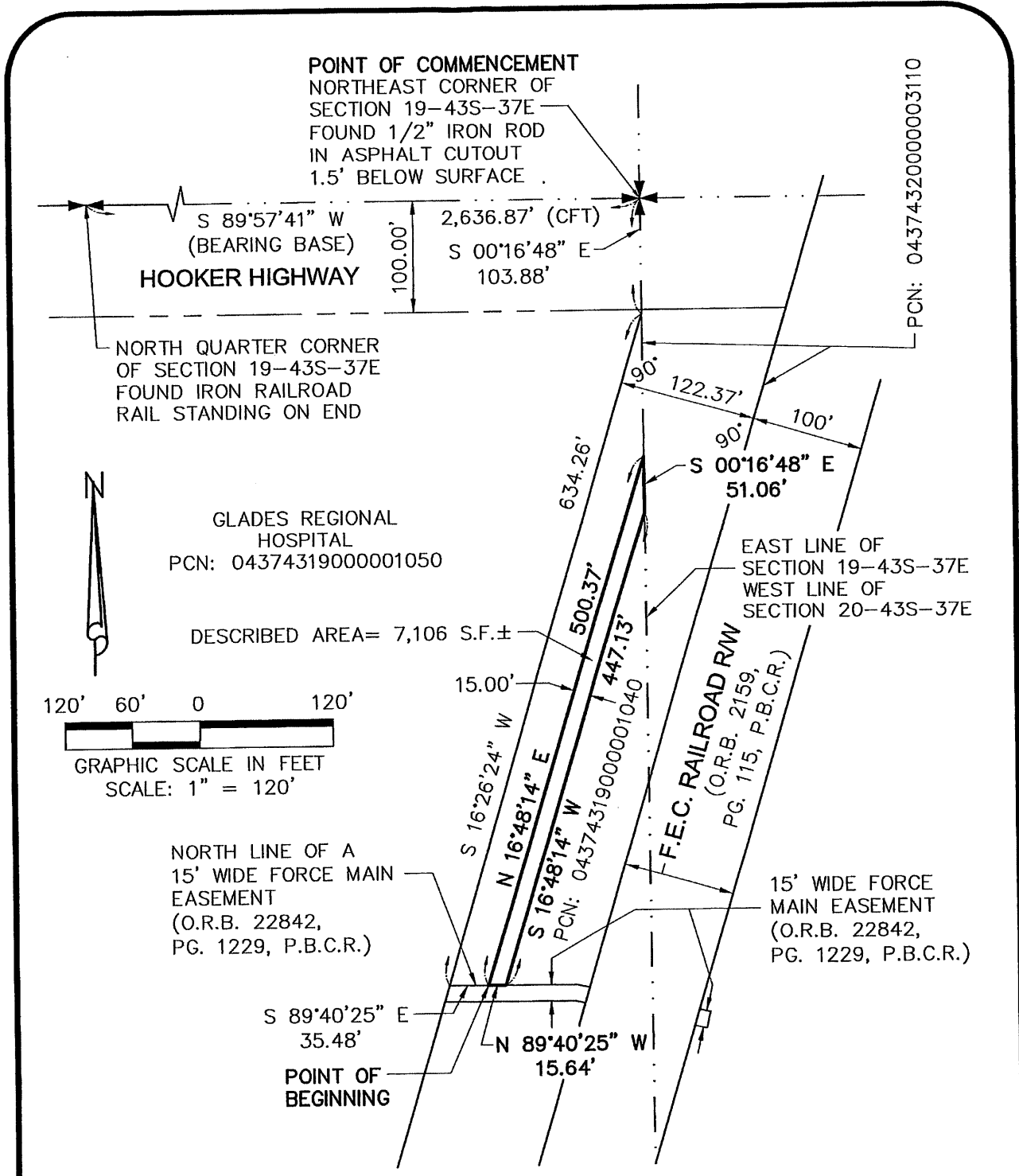
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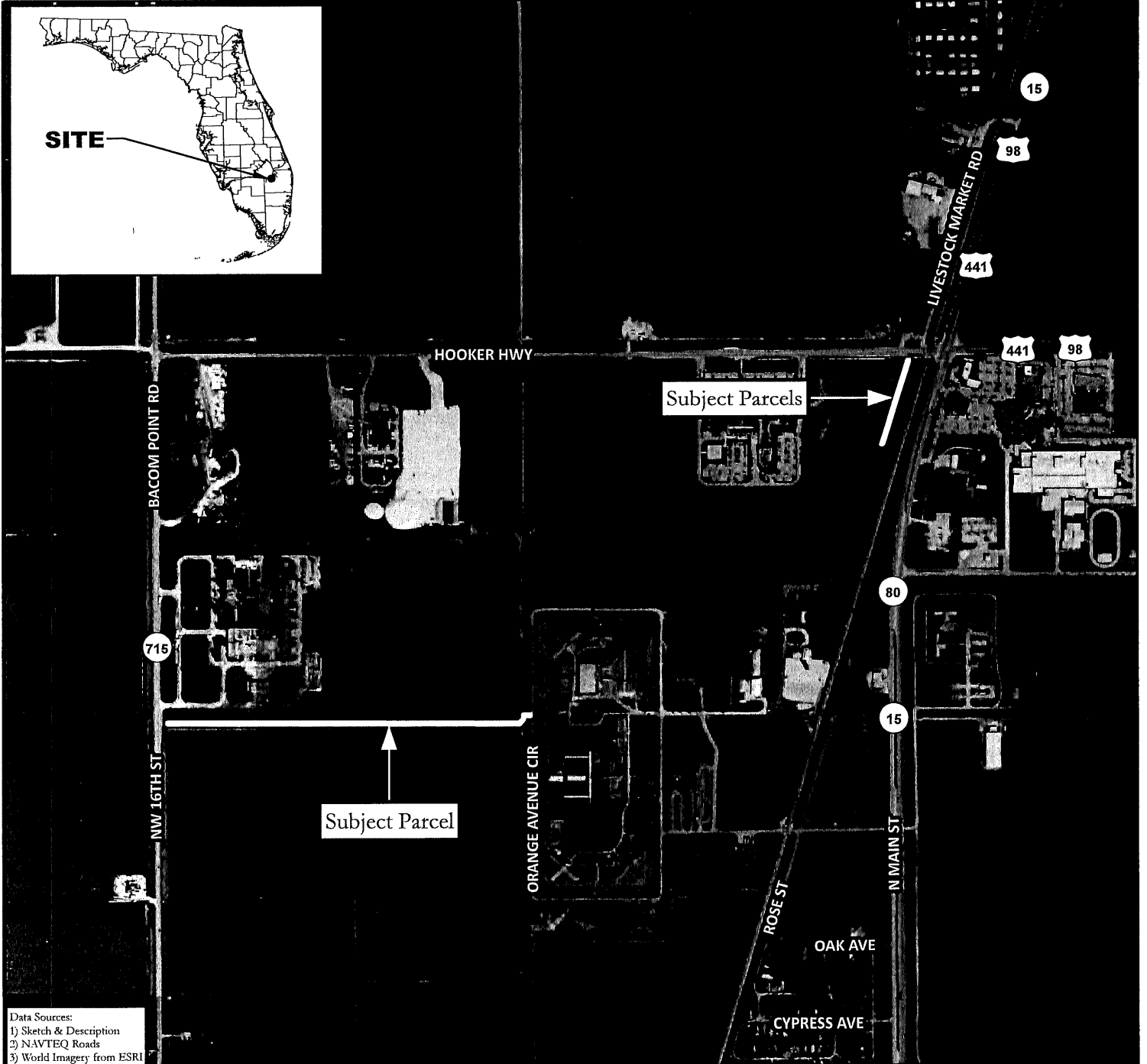
DRAWN: DB	SCALE: N/A	DATE: 04/04/17
CHK: AV	JOB# 15-030-13 SD 1	SHEET: 2 OF 3

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<b>Dennis J. Leavy &amp; Associates, Inc.</b> Land Surveyors * Mappers 460 Business Park Way * Suite B Royal Palm Beach, Florida 33411 Phone: 561 753-0650 Fax: 561 753-0290	<b>SKETCH &amp; DESCRIPTION</b> For: PALM BEACH COUNTY WATER UTILITIES	
	DRAWN: DB CHK: AV	SCALE: 1"=120' JOB# 15-030-13 SD 1

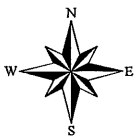
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Data Sources:  
1) Sketch & Description  
2) NAVTEQ Roads  
3) World Imagery from ESRI

 Subject Parcels

0 500 1,000 2,000  
Feet



## Palm Beach County Utility Easement

Palm Beach County, Florida