

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 15, 2019	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

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Department: Engineering & Public Works  
Submitted By: Engineering & Public Works  
Submitted For: Roadway Production Division

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a tri-party interlocal agreement and temporary construction easement (TCE) with the East Central Regional Wastewater Treatment Facilities Operation Board (ECR) and its agent, the City of West Palm Beach (City), to allow Palm Beach County (County) to construct a new access road within the East Central Regional Wastewater Treatment Facility (ECRF) property.

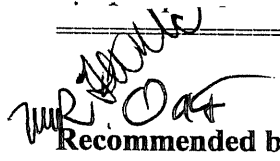
**SUMMARY:** Approval of this interlocal agreement and TCE will allow the County to construct the new ECR access road within the ECRF property. The County is constructing roadway and drainage improvements to widen Roebuck Road from east of Jog Road to east of Haverhill Road from its existing 2-lanes to a 4-lane divided roadway (Project). The Project requires the removal and relocation of the existing access road to the ECRF. Upon completion of the Project, ECR will own and maintain the access road within the ECRF. Districts 2 and 7 (LBH)

**Background and Justification:** The Project requires the removal of the existing ECRF access road, which is located within an easement owned by ECR. In order to relocate and construct the new ECR access road, the County sought a TCE from ECR and the City to perform the work within the ECRF. The City required an Interlocal Agreement to accompany the TCE. The County is responsible for all costs associated with the removal of the existing access road. The County is also responsible for design, permitting and construction of the new ECR access road. Upon Project completion and acceptance by the County, ECR will be responsible for all future costs to own, operate and maintain the new ECR access road. The Engineering Department recommends the Board of County Commissioners' approval.

**Attachments:**

1. Location Map
2. Interlocal Agreement with Exhibits A and B (3)

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Recommended by: 

Department Director

19 DEC 2019  
Date

Approved By: 

Assistant County Administrator

11/3/19  
Date



## II. FISCAL IMPACT ANALYSIS

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

<b>Fiscal Years</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Capital Expenditures</b>	<b><u>\$95,162</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b>Operating Costs</b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b>External Revenues</b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b>Program Income (County)</b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b>In-Kind Match (County)</b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b>NET FISCAL IMPACT</b>	<b><u>\$95,162</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget?	Yes	X	No	
Does this item include the use of federal funds?	Yes		No	X

**Budget Account No:**

Fund 3502      Dept 361      Unit 1391      Object 6551

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

Road Impact Fee Zone 2 Fund  
Roebuck Rd/Jog Rd to Haverhill Rd

The replacement of the facility's access road, estimated at \$95,162, is included in the \$5,025,814.20 construction contract for the project with Harddrives, Inc. approved by the BOCC on September 26, 2017, R2017-1196, Agenda Item # 3-C-1. The new access road will be owned and maintained by the ERC as a portion of their facility.

### C. Departmental Fiscal Review:

### III. REVIEW COMMENTS

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

12/20/18  
 OFMB  
 12/19  
 12/19  
 B. Approved as to Form

**B. Approved as to Form  
and Legal Sufficiency:**

Assistant County Attorney *1/3/19*

**C. Other Department Review:**

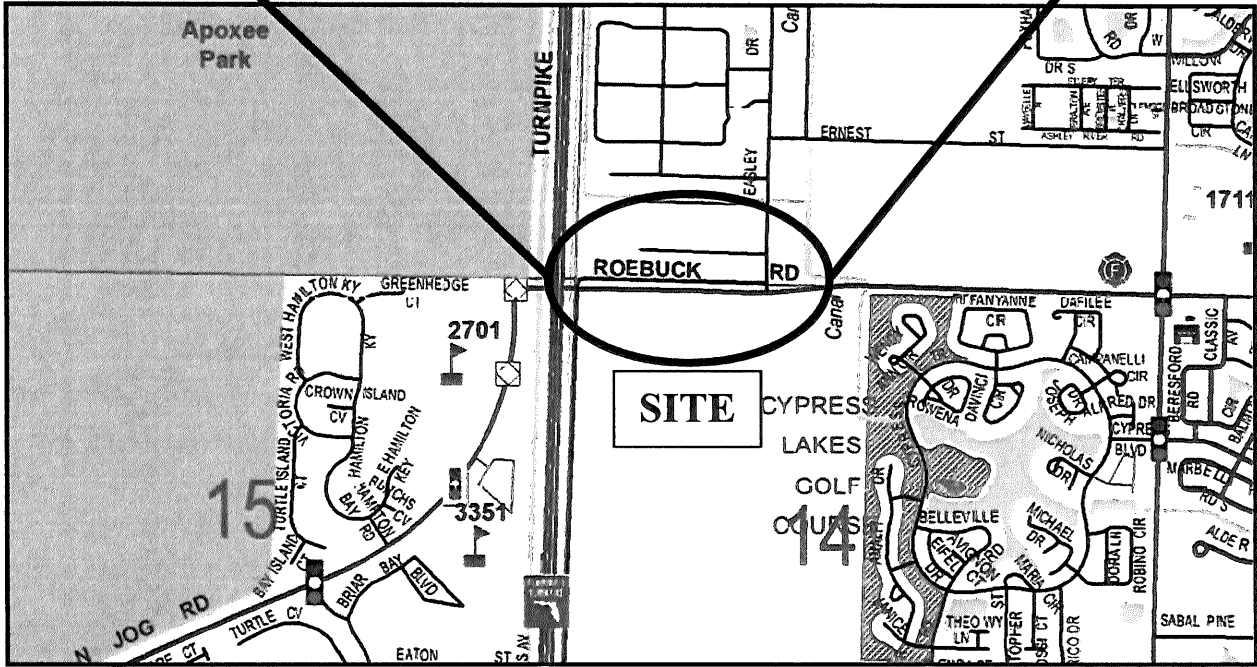
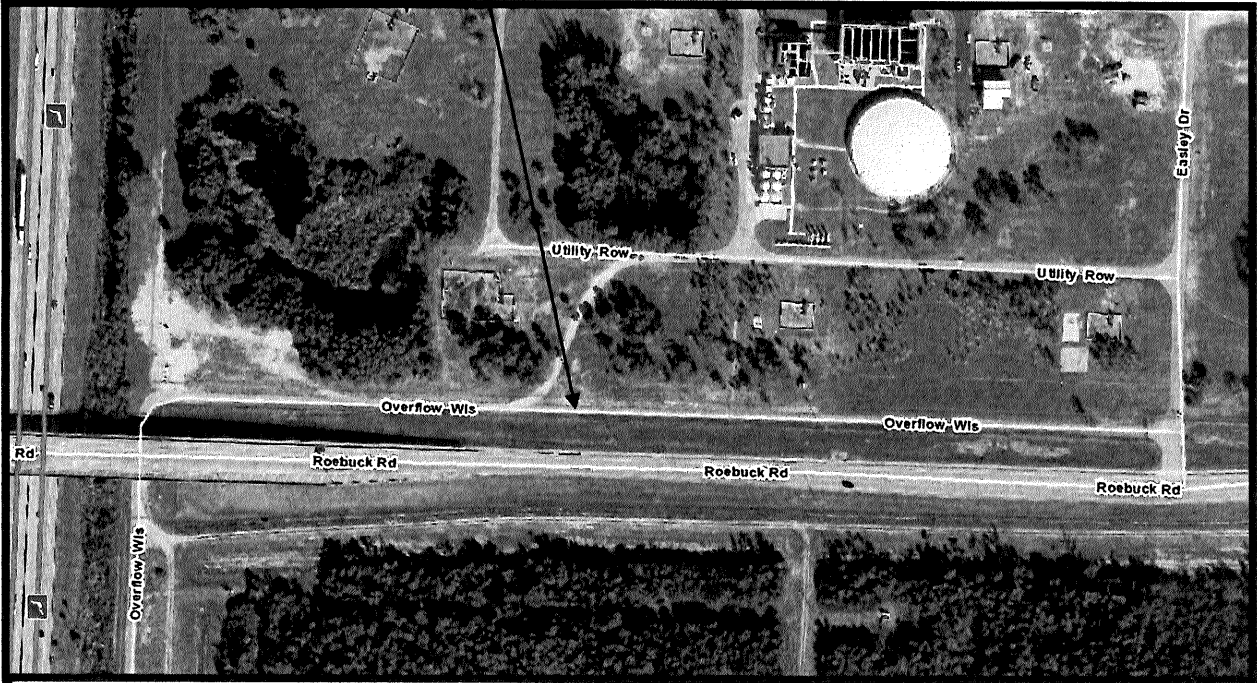
**Department Director**

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



LOCATION MAP

ECR ACCESS ROAD





## INTERLOCAL AGREEMENT

### AMONG THE EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, THE CITY OF WEST PALM BEACH AND PALM BEACH COUNTY RELATED TO ROEBUCK ROAD CONSTRUCTION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, a legal entity created under the terms of Chapter 163, Fla. Stat., through its agent, the City of West Palm Beach (hereinafter "ECR"), the **CITY OF WEST PALM BEACH**, a municipality organized under the laws of the State of Florida (hereinafter "WPB"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter "County")

#### WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the ECR was organized and operates pursuant to that certain Interlocal Agreement among Palm Beach County, City of West Palm Beach, the Town of Palm Beach, the City of Riviera Beach and the City of Lake Worth, dated September 9, 1992 (hereinafter the "Interlocal Agreement"); and

WHEREAS, County has designed and permitted improvements to Roebuck Road ("Roebuck Road Project") adjacent to the southern boundary of the ECR Wastewater Treatment Facilities ("ECRWWF"); and

WHEREAS, the Roebuck Road Project will require a temporary construction easement ("TCE") for construction activities on the ECRWWF property, and the relocation of the existing ECRWWF access road from its current location to its new location within the ECR property ("ECRWWF Access Road Relocation"), as depicted in Exhibit "A"; and

WHEREAS, WPB has legal title to the ECRWWF, including the ECR Property, as defined herein; and

WHEREAS, the Interlocal Agreement provides that the ECR is authorized to decide all matters related to the Facilities, as defined therein, including approval of all construction contracts, and direct WPB as to the operation and management of the Facilities; and

WHEREAS, pursuant to the Interlocal Agreement, decisions of the ECR are carried out by WPB; and



WHEREAS, the ECR, County and WPB desire to enter into an agreement to establish the agreements necessary to facilitate the TCE and the ECRWWF Access Road Relocation;

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

#### **SECTION 1. ACKNOWLEDGMENTS.**

1.1 The parties acknowledge and agree that the preceding premises of this Agreement are true and correct and are incorporated herein by reference.

1.2 Each of the parties hereto hereby represents and warrants that it has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder.

**SECTION 2. DEFINITIONS.** The parties agree that in construing this Agreement the following terms shall have the meanings indicated:

2.1 "Agreement" means this Agreement between the ECR, WPB and the COUNTY.

2.2 "Existing Access Road" means that certain access road fronting Roebuck Road within the ECR Property, as depicted on **Exhibit "A"**.

2.3 "ECR Property" means that certain real property upon which the ECRWWF, including the Existing Access Road, are located.

2.4 "Facilities" shall have the meaning ascribed to this term in the Interlocal Agreement.

2.5 "FDEP" means the Florida Department of Environmental Protection, and its successors.

2.6 "FDEP Plant Permit" means the FDEP permit for the operation of the ECRWWF.

2.7 "New Access Road" means the new access road to be constructed on the ECR Property, as depicted on Exhibit "A".

2.8. All other capitalized terms in this Agreement shall have the meaning ascribed to them in the Interlocal Agreement unless otherwise defined in this Section or elsewhere in this Agreement.

#### **SECTION 3. CONSTRUCTION OF NEW ACCESS ROAD.**

3.1 Construction of New Access Road. ECR hereby grants to the County the right to construct the New Access Road, including the removal of the Existing Access Road, as shown on **Exhibit "A"**. The County will use its best efforts to construct the New Access Road according to the plans set forth in Exhibit "A." The ECR hereby grants the TCE to the County which is attached hereto and incorporated herein as **Exhibit "B,"** to enable construction of the New Access Road. In the event of any conflict between this Agreement and the TCE, the terms of the TCE shall control.

3.2 Design, Financing, Contracting and Construction of New Access Road. The County may design, bid, contract for, permit and construct the New Access Road, and remove the Existing Access Road, or designate other parties to perform those duties, in accordance with the County procurement process. The County shall fund and pay directly all costs and



expenses of design, bidding, financing, permitting and construction of the New Access Road, and removal and disposal of the Existing Access Road, and restoration of the property underlying the Existing Access Road to a natural state. The County shall include in its contract(s) for the construction of the ECRWWF Access Road Relocation (the "Construction Contract(s)"), the requirements regarding insurance and bonds set forth in this Agreement. To the extent permitted by law, the County shall be responsible for the cost of any damages or repairs to the ECR Property arising out of, related to, or resulting from the County's or the County's contractor or representative designated to perform the construction, negligence in connection with the construction on the ECR Property (the "County Damage Costs"). However, the foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The County may utilize the Dispute Resolution Provisions set forth in Section 7 below to dispute any County Damage Costs. The County shall comply with the County's procurement ordinances, policies, and procedures in the bidding and selection of contractors for the construction. The County shall not be subject to the WPB procurement code with respect to the design, bidding or contracting of the New Access Road, and removal of the Existing Access Road.

### 3.3 Construction Insurance/Bonds.

a) The County shall require that all insurance policies required under the County's Construction Contracts for the Roebuck Road Project name the County, ECR and WPB as additional insureds. County shall also require that any payment, performance, or other bonds provided by County contractors name the County, the ECR and WPB as co-obligees of the bonds.

b) During the course of construction, the County or its contractor shall maintain builder's risk insurance in an amount equal to the contract value as well as subsequent modifications of that sum. The County shall be solely liable for all property insurance deductible or self-insurance retention.

c) The County shall include in the Construction Contract(s) a requirement that the contractor(s) and subcontractor(s) shall indemnify and hold harmless the ECR and WPB for the cost of any injuries, damages or repairs to the ECRWWF arising out of, related to or resulting from the construction.

3.4 Permits and Approvals. The County shall be responsible for obtaining all required governmental permits and approvals for the construction. In the event that the ECR's FDEP Plant Permit must be amended to accommodate the construction, the County shall submit such amendment to the ECR for approval prior to submission to the FDEP, and shall submit any FDEP proposed modifications to the ECR for approval prior to acceptance and final issuance by the FDEP. No amendment to the Plant Permit shall have the effect of revising the permittee and plant operator to an entity other than WPB. The County shall be responsible for the cost of any additional ECR Plant capital or operating obligations imposed by the FDEP in any amended Plant Permit, where amendment of the Plant Permit is caused by the Roebuck Road Project. The ECR and WPB shall cooperate with the County in all applications and other efforts to obtain and maintain such governmental permits and approvals.

3.5 Ownership. County shall deliver all warranties related to the New Access Road to ECR upon completion of construction of the Roebuck Road Project. The County, WPB and



ECR acknowledge that the New Access Road shall be owned and maintained by the ECR as a portion of the Facilities in perpetuity.

3.6 Costs for Use. The ECR shall be responsible for and directly pay the cost of the maintenance, operation, repair and replacement of the New Access Road.

**SECTION 4. TERM AND EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date the Agreement is approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the County Court pursuant to 163.01(11), Florida Statutes (the "Effective Date"). The Term of this Agreement shall begin on the Effective Date and remain in effect until the later of completion of the ECRWWF Access Road Relocation by the County, or acceptance by ECR. The provisions of Section 5 shall survive termination of the Agreement.

**SECTION 5. DISPUTE RESOLUTION.** Disputes under this Agreement may be resolved by the County's Authorized Representative, WPB's Authorized Representative and ECR's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to all parties to conduct a non-binding mediation of the issues involved and make a recommendation to the parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts.

#### **SECTION 6. MISCELLANEOUS PROVISIONS.**

6.1 This Agreement and the TCE incorporate and include all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

6.2 This Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least forty-five (45) days prior to the proposed effective date of the amendment.

6.3 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

6.4. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice, the addresses are:

COUNTY:	Palm Beach County Engineering and Public Works Tanya N. McConnell, P.E.
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2300 North Jog Road; 3<sup>rd</sup> Floor East  
West Palm Beach, FL 33411

With a copy to:

Palm Beach County Attorney  
Yelizaveta B. Herman, Esq.  
301 N. Olive Ave., Ste. 601  
West Palm Beach, FL 33401

ECR:

East Central Regional Wastewater  
Treatment Facility Operations Board  
Attn: Executive Manager  
4375 Easley Drive  
West Palm Beach, FL 33409  
Telephone: (561) 835-7400  
Fax: (561) 835-7420

With a copy to:

Greenberg Traurig, P.A.  
Attn: Phillip Gildan  
777 So. Flagler Drive  
Suite 300 East  
West Palm Beach, FL 33401  
Fax: (561) 838-8867

WPB:

City of West Palm Beach  
Attn: Public Utilities Director  
City Hall  
P.O. Box 3366  
West Palm Beach, FL 33402-3366

With a copy to

City of West Palm Beach  
Attn: City Attorney  
City Hall  
P.O. Box 3366  
West Palm Beach, FL 33402-3366

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

6.5. The Project Manager/Authorized Representative for the ECR is the ECR Board Chair. The Project Manager/Authorized Representative for the County is the Deputy County Engineer. The Authorized Representative for WPB is the Assistant City Administrator for Public Utilities. Each party retains the right to substitute a new or additional Project Manager/Authorized Representative at any time and from time to time by written notice to the other.

6.6. Should any party to this Agreement determine that any other is in default of any of the terms and conditions of this Agreement, written notice shall be given by a non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults, with copy of such notice to the third party. Prior to the initiation of any legal proceedings among or between the parties, the parties shall comply with Section 5. In the event



of default by a party to this Agreement, all parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

6.7. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

6.8. When the required time for performance of an action under this Agreement falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

6.9. Notwithstanding any other provisions of this Agreement, ECR, County and WPB expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable under this Agreement.

6.10. In the event that the performance of this Agreement by any party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of such party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, such party shall not be liable for such non-performance.

6.11. The failure of a party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

6.12. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for the County, WPB and the ECR shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

6.13. The County, WPB and the ECR shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or ten (10) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

6.14 This Agreement cannot be assigned by the County or WPB without the prior written approval of the ECR.

6.15 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.

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

6.17 Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

6.18 Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

[Signatures on following page.]



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

ATTEST:

Hazel L. Canon  
City Clerk

**EAST CENTRAL REGIONAL  
WASTEWATER TREATMENT FACILITIES  
OPERATION BOARD**  
By its agent: CITY OF WEST PALM BEACH

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: [Signature]

By: Geraldine Muoio  
Geraldine Muoio, Mayor

Dated: 8/14, 2018

ATTEST:  
SHARON R. BOCK

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

By: \_\_\_\_\_  
Clerk and Comptroller

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

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

Date: \_\_\_\_\_

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

APPROVED AS TO TERMS AND  
CONDITIONS:

By: [Signature]  
Department Director  
Division

ATTEST:

Hazel L. Canon  
City Clerk

**CITY OF WEST PALM**

By: Geraldine Muoio  
Geraldine Muoio, Mayor

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: [Signature]

Dated: 8/14, 2018



**EXHIBIT "A"**

**PROJECT DESCRIPTION**



- **ROADWAY AND DRAINAGE - (43-42-11-38)**
- **SIGNING AND PAVEMENT MARKINGS - (43-42-11-39)  
(FOR INFORMATION ONLY)**
- **SIGNALIZATION PLANS (43-42-11-40)**

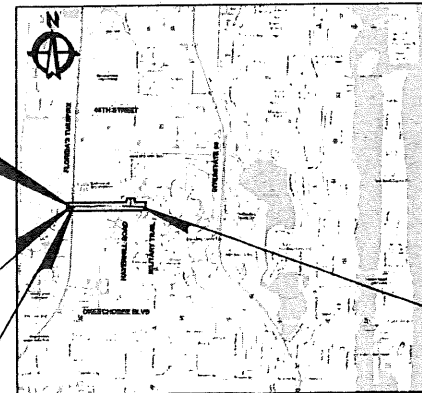
**ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE LATEST FDOT DESIGN STANDARDS AND LATEST BRIDGE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.**

LENGTH OF PROJECT		
	LINEAR FT.	MILES
ROADWAYS	6,144.33	1.16
BRIDGES	327	.06
NET LENGTH OF PROJECT	6,471.33	1.22
EXCEPTIONS	-	-
GROSS LENGTH OF PROJECT	6,471.33	1.22

BEGIN CONSTRUCTION  
END BRIDGE  
STA. 1179+27.67

## The seal of Palm Beach County, Florida, is a circular emblem. It features a palm tree in the center, with a sun rising behind it. The words "PALM BEACH COUNTY" are written in a circle around the top, and "FLORIDA" is written at the bottom.

**MACK BERNARD**  
**DISTRICT 7**



N. T. S.  
SEC. 11, TWP. 43S., RGE. 42E.

DATE \_\_\_\_\_  
ENGINEER \_\_\_\_\_  
NEIL J. CONDY, P.E. NO. 36773

1 COVER  
2 KEY MAP AND GENERAL NOTES  
3 GENERAL NOTES  
4 SUMMARY OF QUANTITIES AND TENDS  
5  
6 TYPICAL SECTIONS  
7 TYPICAL SECTIONS  
8 TYPICAL SECTIONS  
9 HAVERHILL TYPICAL SECTION  
10 HAVERHILL TYPICAL SECTION  
11 DRAINAGE MAP STA 1174+00 TO 1204+00  
12 DRAINAGE MAP STA 1204+00 TO 1234+00  
13 DRAINAGE MAP STA 1234+00 TO 1247+00  
14 DRAINAGE MAP HAVERHILL ROAD  
15 SUMMARY OF DRAINAGE STRUCTURES  
16 SUMMARY OF DRAINAGE STRUCTURES  
17 SUMMARY OF DRAINAGE STRUCTURES  
18 PLAN AND PROFILE STA. 1189+00 TO 1178+00  
19 PLAN AND PROFILE STA. 1178+00 TO 1181+00  
20 PLAN AND PROFILE STA. 1181+00 TO 1187+00  
21 PLAN AND PROFILE STA. 1187+00 TO 1193+00  
22 PLAN AND PROFILE STA. 1193+00 TO 1198+00  
23 PLAN AND PROFILE STA. 1198+00 TO 1204+00  
24 PLAN AND PROFILE STA. 1204+00 TO 1210+00  
25 PLAN AND PROFILE STA. 1210+00 TO 1216+00  
26 PLAN AND PROFILE STA. 1216+00 TO 1222+00  
27 PLAN AND PROFILE STA. 1222+00 TO 1228+00  
28 PLAN AND PROFILE STA. 1228+00 TO 1234+00  
29 PLAN AND PROFILE STA. 1234+00 TO 1240+00  
30 HAVERHILL - PLAN AND PROFILE STA. 29+00 TO 35+00  
31 HAVERHILL - PLAN AND PROFILE STA. 32+00 TO 38+00  
32 INTERSECTION - ROEBUCK ROAD GRADING PLAN  
33 INTERSECTION - HAVERHILL ROAD GRADING PLAN  
34 INTERSECTION GRADING PROFILES - ROEBUCK ROAD  
35 INTERSECTION GRADING PROFILES - HAVERHILL ROAD  
36 TYPICAL SECTION - EXPANDED DETENTION AREA  
37 DETENTION AREA PLAN AND PROFILE STA. 1177+75 TO 1184+75  
38 DETENTION AREA PLAN AND PROFILE STA. 1184+75 TO 1190+75  
39 DETENTION AREA PLAN AND PROFILE STA. 1190+75 TO 1196+75  
40 DETENTION AREA PLAN AND PROFILE STA. 1196+75 TO 1202+75  
41 DETENTION AREA CROSS SECTIONS  
42 EPB-11 CULVERT EXTENSION PLAN  
43 EPB-11 CULVERT EXTENSION SECTIONS  
44 EPB-11 CULVERT EXTENSION SECTIONS  
45 DRAINAGE STRUCTURE DRAWINGS  
46 DRIVEWAY PROFILES  
47 DRIVEWAY PROFILES  
48 TYPICAL SECTION - ECR PAVED ACCESS DRIVE  
49 DRAINAGE MAP - ECR PAVED ACCESS DRIVE  
50 PLAN AND PROFILE - ECR PAVED ACCESS DRIVE  
51 PLAN AND PROFILE - ECR PAVED ACCESS DRIVE  
52 PLAN AND PROFILE - ECR PAVED ACCESS DRIVE  
53 PLAN AND PROFILE - ECR PAVED ACCESS DRIVE  
54 CROSS SECTIONS - ECR PAVED ACCESS DRIVE  
55 REFERENCE TIES  
56 REFERENCE TIES  
57 ROADWAY SOIL BORINGS  
58 ROADWAY SOIL BORINGS  
59 ROADWAY SOIL BORINGS  
60 STRUCTURAL SOIL BORINGS  
61 STRUCTURAL SOIL BORINGS  
62 ROADWAY CROSS SECTIONS  
63 HAVERHILL CROSS SECTIONS

**END CONSTRUCTION**  
**END PROJECT**  
**STA. 1239+05.38**

**811** ALWAYS CALL 811  
BEFORE YOU DIG

[www.callsunshine.com](http://www.callsunshine.com)

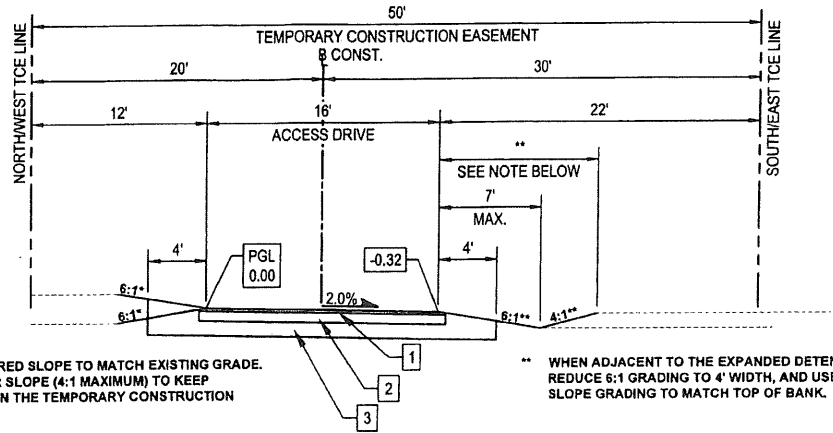
**MOCK • ROOS**  
ENGINEERS • SURVEYORS • PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, Fax 478-7248  
FLORIDA E.S. NO. 48 FLORIDA L.S. NO. 48

118



2



### ECR PAVED ACCESS DRIVE PROPOSED TYPICAL SECTION

- TYPICAL PAVEMENT SECTION:**
- 1 CONSTRUCT 1-1/2" TYPE SP-9.5 (COARSE MIX) ASPHALTIC CONCRETE (SINGLE LIFT).
  - 2 CONSTRUCT 8" BASEROCK (2 LIFTS - MIN. LBR 100).
  - 3 CONSTRUCT MIN. 12" STABILIZED SUBGRADE (MIN. LBR = 40).

PROJECT NO. 43-42-11-38

THIS IS TO BE USED TO OBTAIN THE  
UNITED STATES OF AMERICA  
ADMIT THE UNITED STATES OF AMERICA  
FIELD: ---

FLORIDA E.E. NO. 48  
FLORIDA L.E. NO. 48  
**MOCK & ROOS**  
ENGINEERS & PLANNERS  
5720 Corporate Way, West Palm Beach, Florida 33407 (561) 883-3113, Fax 478-7249

PROJECT NO. 43-42-11-38  
DRAWING NO. 43-42-11-38

DATE  
NEIL J. CONDY  
FLORIDA P.E. NO.  
36773

NO.	REVISION	BY	DATE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P. O. BOX 1122, WEST PALM BEACH, FLORIDA

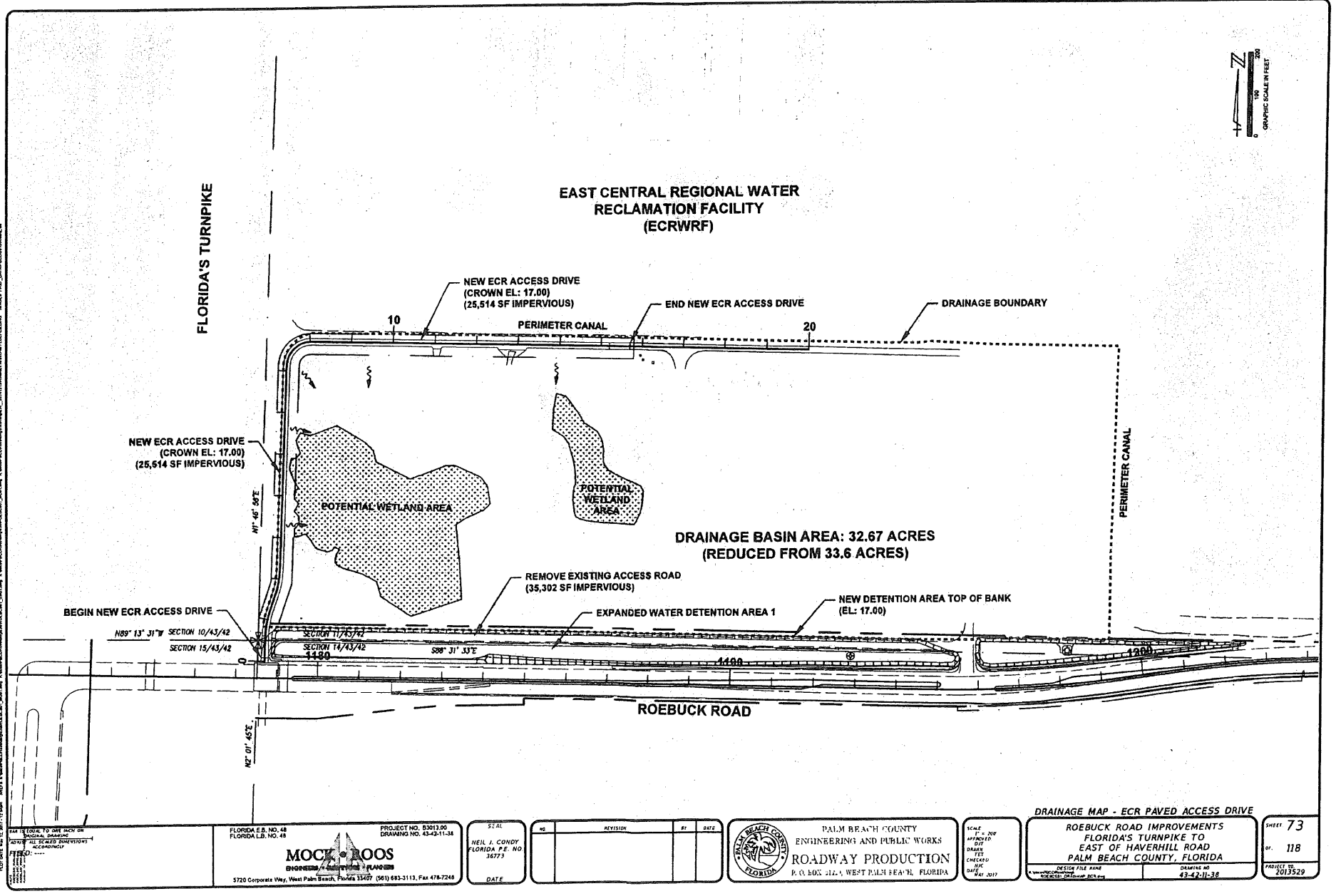
SCALE  
AS SHOWN  
APPROVED  
DATE  
BY  
CHECKED  
DATE

**TYPICAL SECTION - ECR PAVED ACCESS DRIVE**  
ROEBUCK ROAD IMPROVEMENTS  
FLORIDA'S TURNPIKE TO  
EAST OF HAVERHILL ROAD  
PALM BEACH COUNTY, FLORIDA  
DESIGN FILE NAME  
PROJECT FILE NAME  
DRAWING NO.  
43-42-11-38

SHEET **72**  
OF **118**  
PROJECT NO.  
2013529



3



THIS PLAN IS FOR THE USE OF THE ENGINEER ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. ALL DIMENSIONS ARE IN FEET. ALL ANGLES ARE IN DEGREES. ALL DISTANCES ARE TO THE CENTER OF THE ROAD. ALL ELEVATIONS ARE TO THE TOP OF THE ROAD. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD. ALL ANGLES ARE IN DEGREES. ALL DISTANCES ARE TO THE CENTER OF THE ROAD. ALL ELEVATIONS ARE TO THE TOP OF THE ROAD.

PROJECT NO. 03013.00  
DRAWING NO. 43-42-11-38  
FLORIDA E.C. NO. 48  
FLORIDA L.B. NO. 48  
**MOCK & ROOS**  
ENGINEERS & ARCHITECTS  
5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, Fax 478-7248

SCALE  
NEIL J. CONDY  
FLORIDA P.E. NO. 18773  
DATE

NO.	REVISION	BY	DATE

PALE BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P.O. BOX 314, WEST PALM BEACH, FLORIDA

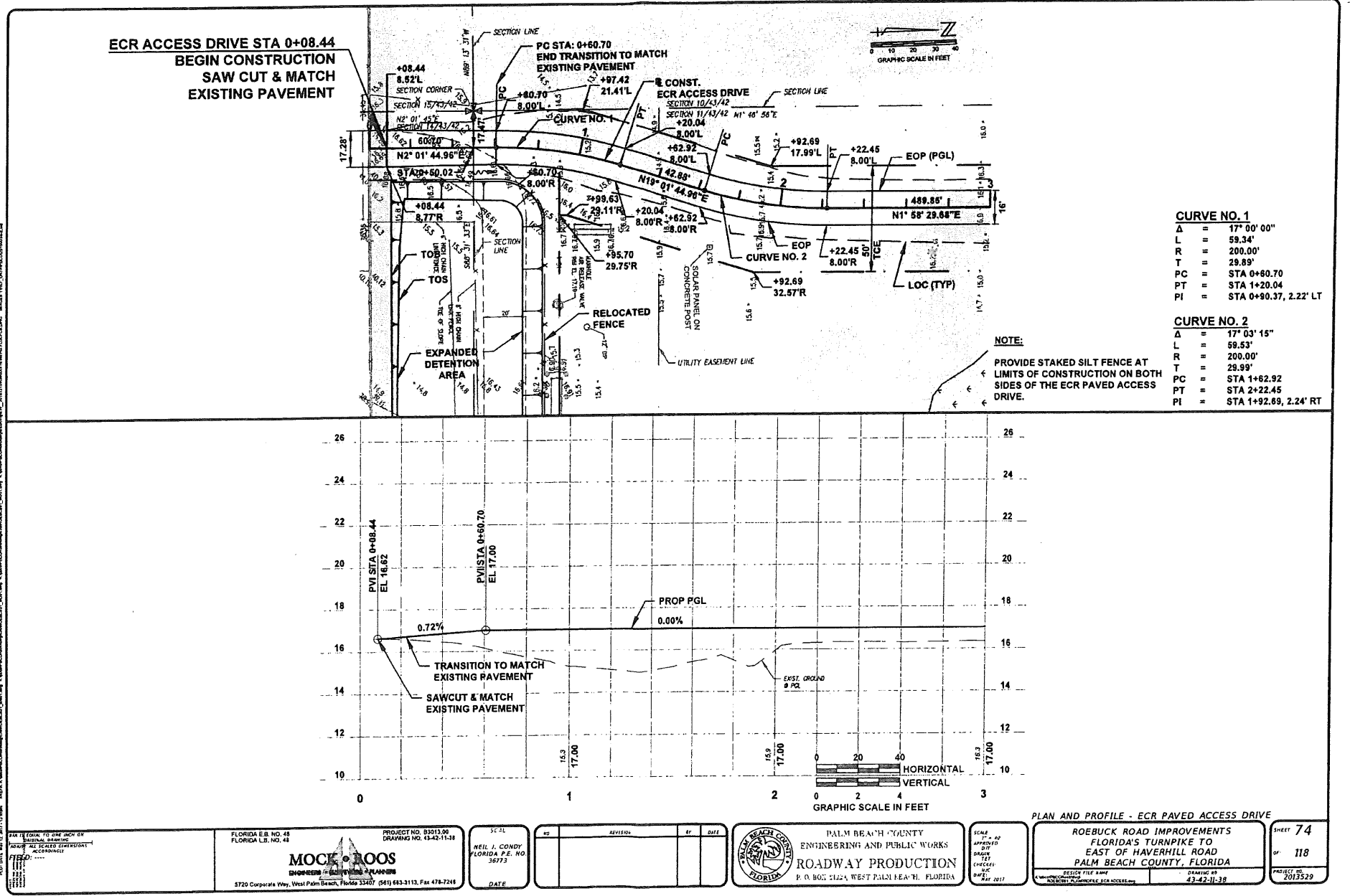
SCALE: 1" = 100'  
APPROVED  
DATE  
CHECKED  
DATE

**DRAINAGE MAP - ECR PAVED ACCESS DRIVE**  
ROEBUCK ROAD IMPROVEMENTS  
FLORIDA'S TURNPIKE TO  
EAST OF HAVERHILL ROAD  
PALM BEACH COUNTY, FLORIDA  
DESIGN FILE NAME  
DRAWING NO.  
43-42-11-38

SHEET 73  
OF 118  
PROJECT NO.  
2013529

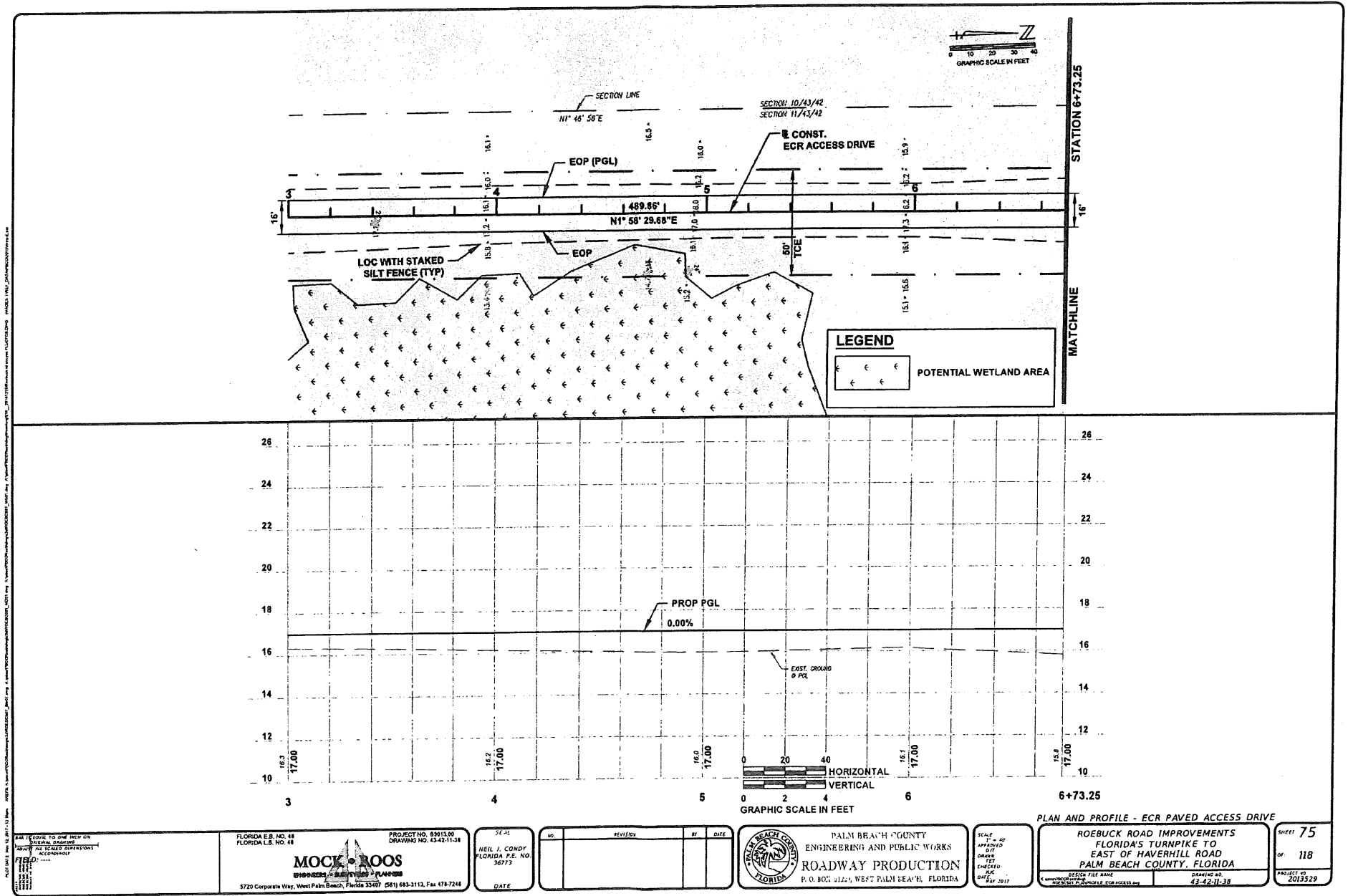


74





5



FOR THE LOCAL TO THE HIGHWAY  
DESIGN, PLANNING  
AND ALL SCALE SURVEYING  
PROJECTS

PROJECT NO. 53913.00  
DRAWING NO. 43-42-11-38

FLORIDA E.S. NO. 48  
FLORIDA L.E. NO. 48

**MOCK ROOS**  
ENGINEERS & SURVEYORS - PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, Fax 478-7248

SEAL  
NEIL J. CONDY  
FLORIDA P.E. NO.  
36773

DATE

NO.	REVISION	BY	DATE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P. O. BOX 5124, WEST PALM BEACH, FLORIDA

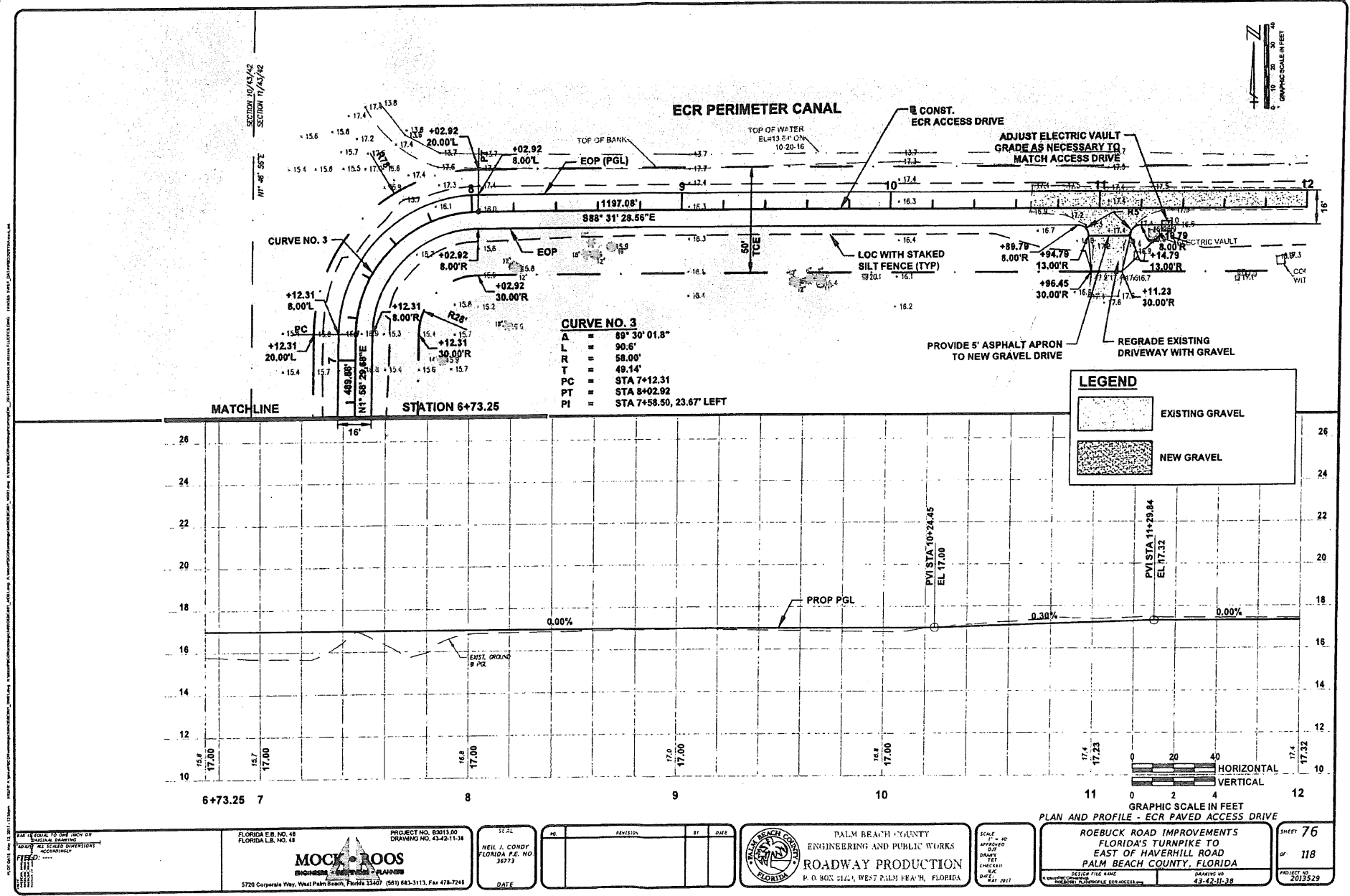
SCALE  
APPROVED BY  
DATE  
CHECKED BY  
DATE

DESIGN FILE NAME  
PROJECT FILE NAME

DESIGNED BY  
43-42-11-38

SHEET 75  
OF 118  
PROJECT NO.  
2015529





FOR TOTAL TO ONE INCH BY  
STANDARD  
AS SCALED SUPERINTENDENT  
RECOMMEND  
FIELD: \_\_\_\_\_  
DATE: \_\_\_\_\_

FLORIDA E.B. NO. 48  
FLORIDA L.B. NO. 48  
**MOCK & ROOS**  
ENGINEERS - ARCHITECTS - PLANNERS  
5700 Corporate Way, West Palm Beach, Florida 33407 (561) 643-3113, Fax 478-7248

PROJECT NO. 63013.06  
DRAWING NO. 43-42-11-38  
DATE: \_\_\_\_\_  
NEIL J. CONDY  
FLORIDA P.E. NO. 36773  
DATE: \_\_\_\_\_

NO.	REVISION	BY	DATE

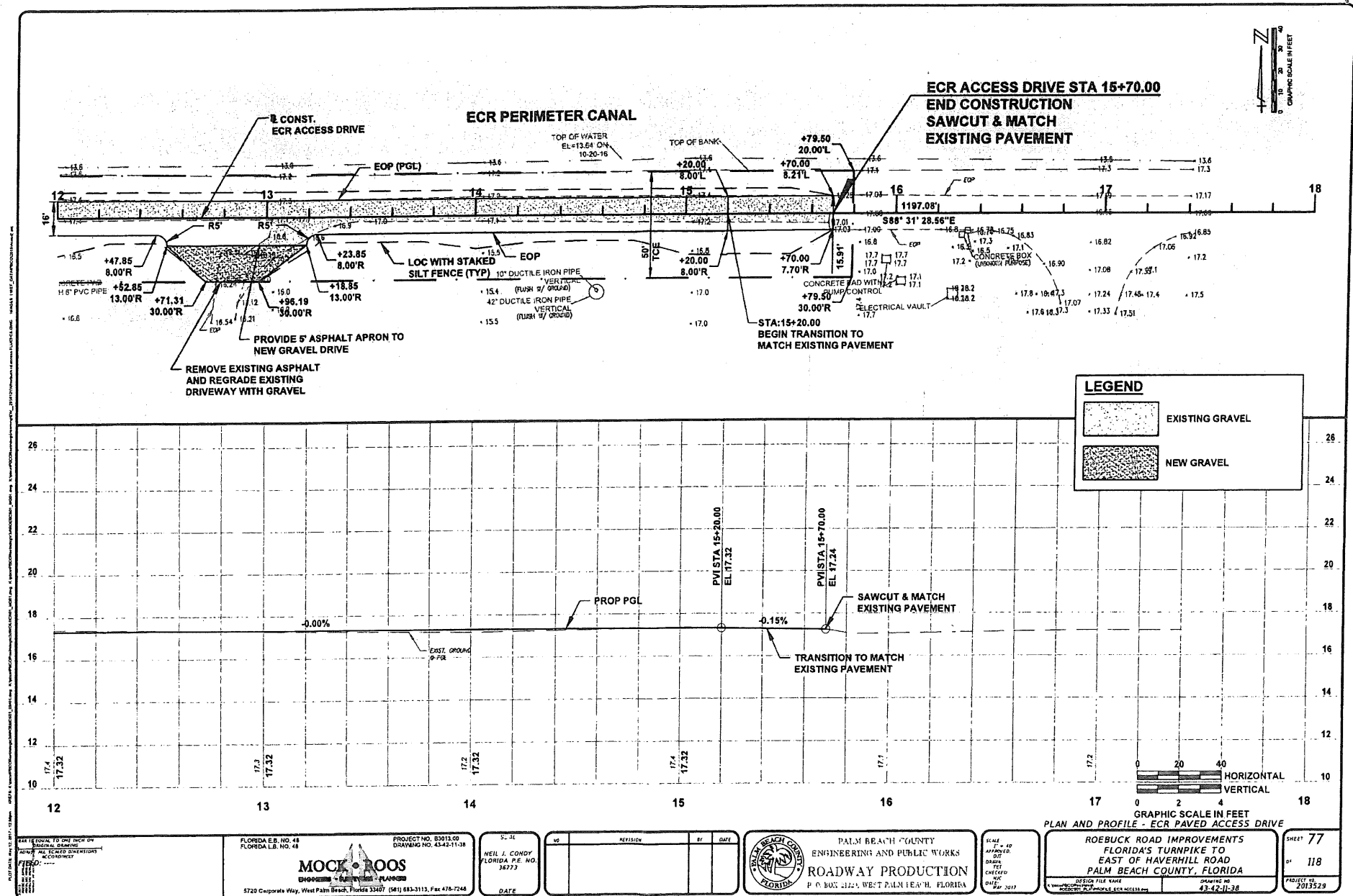
**PALM BEACH COUNTY**  
ENGINEERING AND PUBLIC WORKS  
**ROADWAY PRODUCTION**  
P. O. BOX 1121, WEST PALM BEACH, FLORIDA

SCALE: 1" = 40'  
APPROVED  
DATE: MAY 2011

**ROEBUCK ROAD IMPROVEMENTS**  
FLORIDA'S TURNPIKE TO  
EAST OF HAVERHILL ROAD  
PALM BEACH COUNTY, FLORIDA  
DESIGN FILE NAME: \_\_\_\_\_  
DRAWING NO: 43-42-11-38

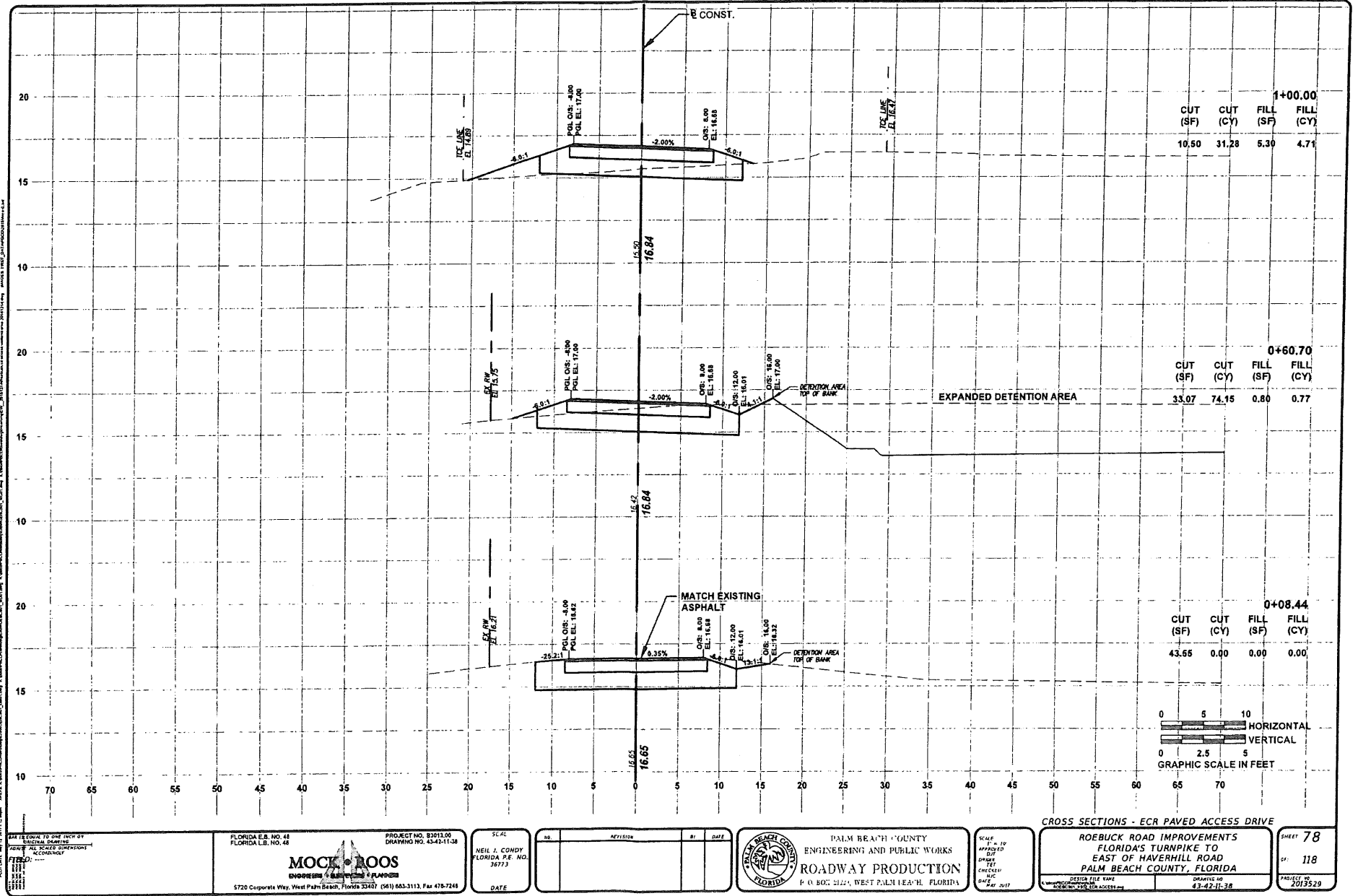
SHEET **76**  
OF **118**  
PROJECT NO. 2013529





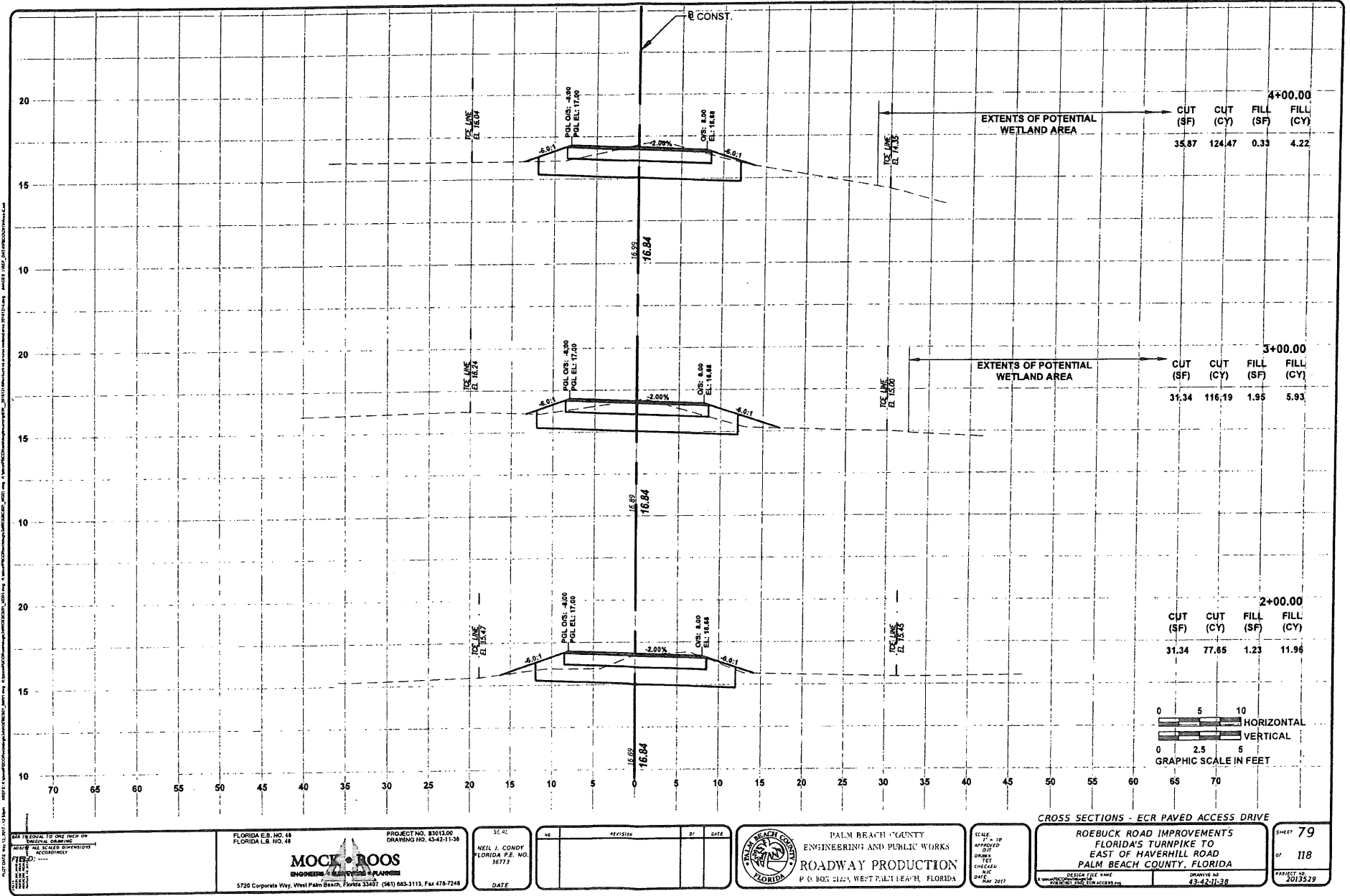


8



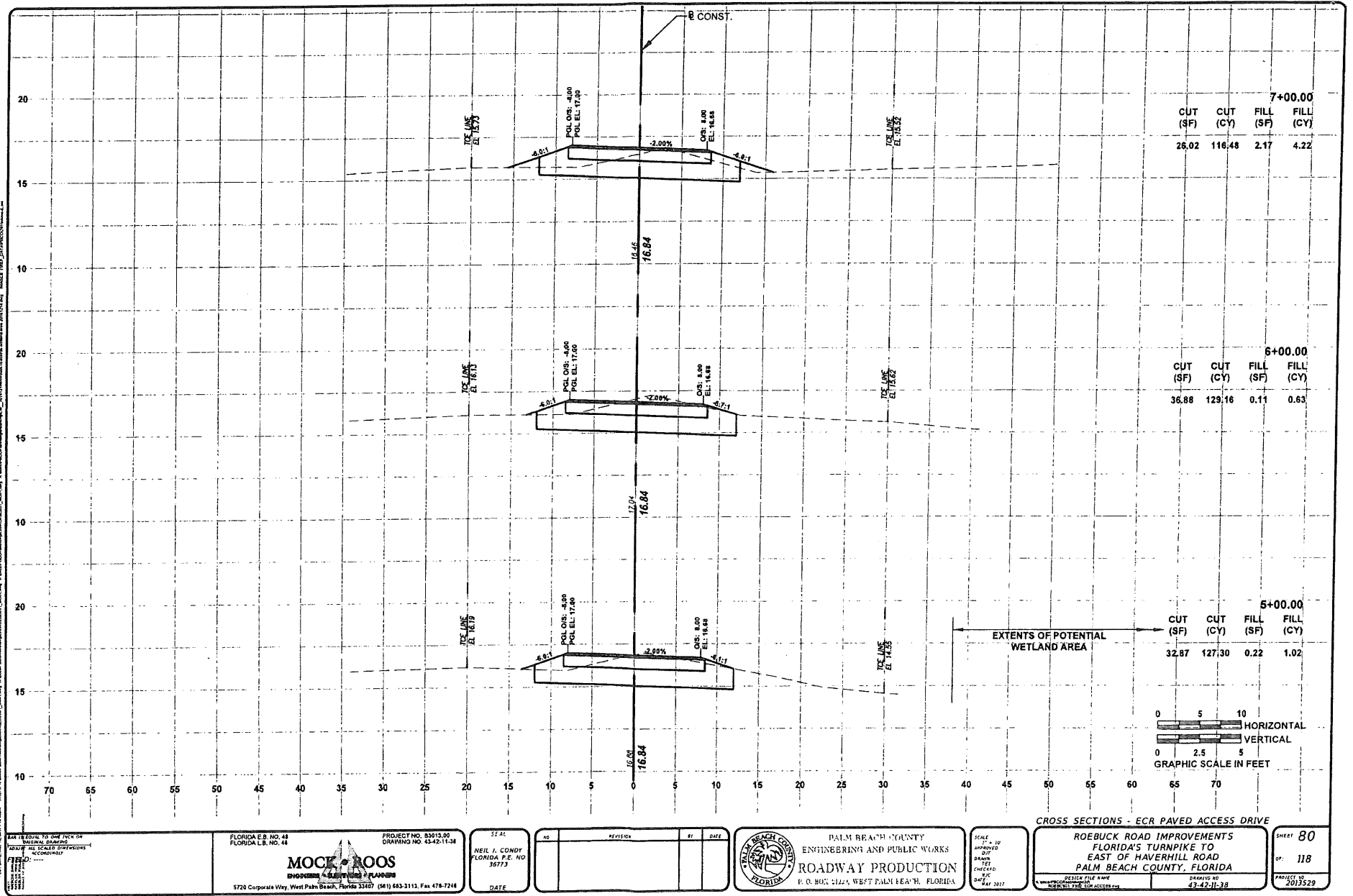


6



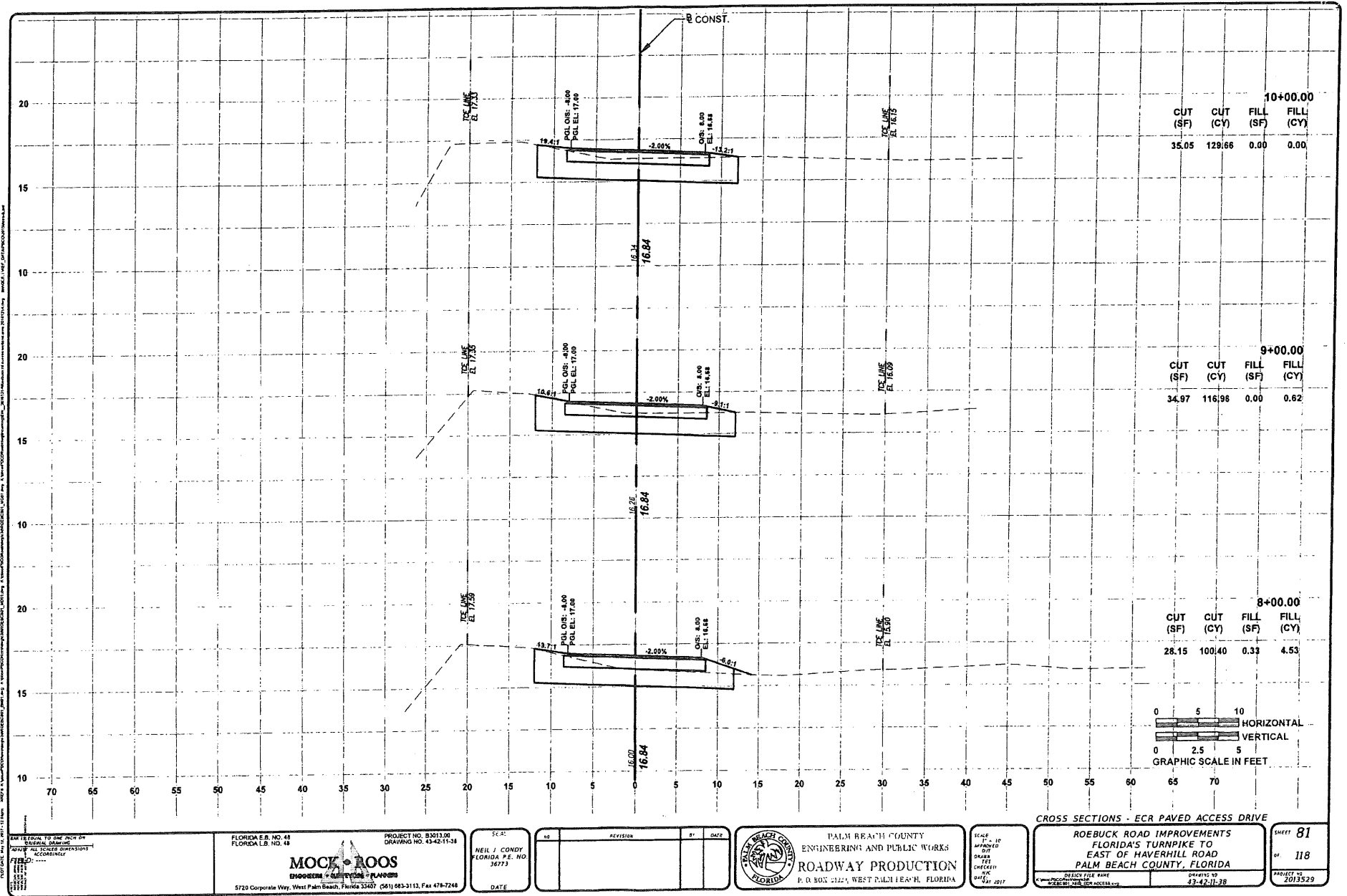


10

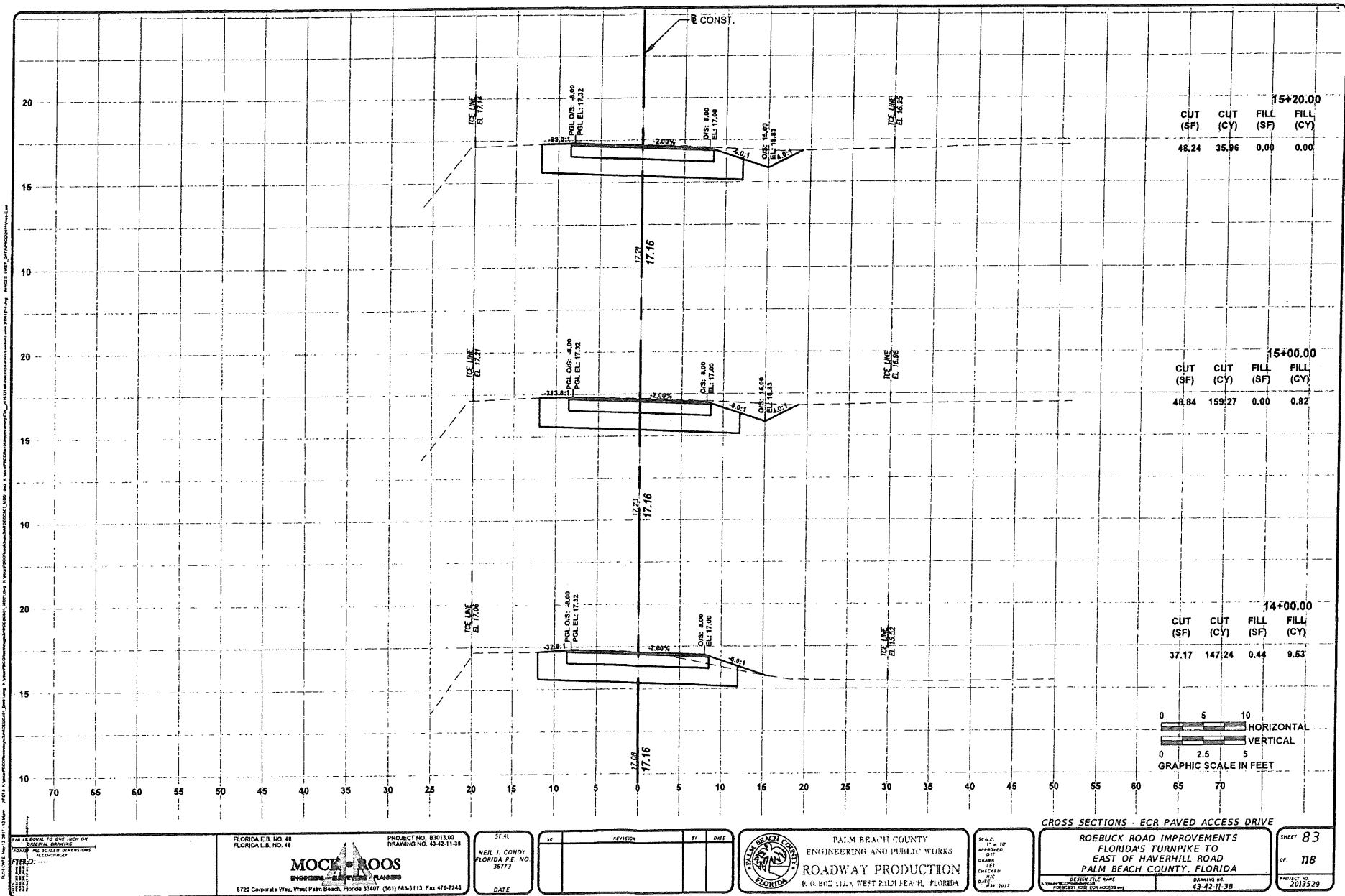




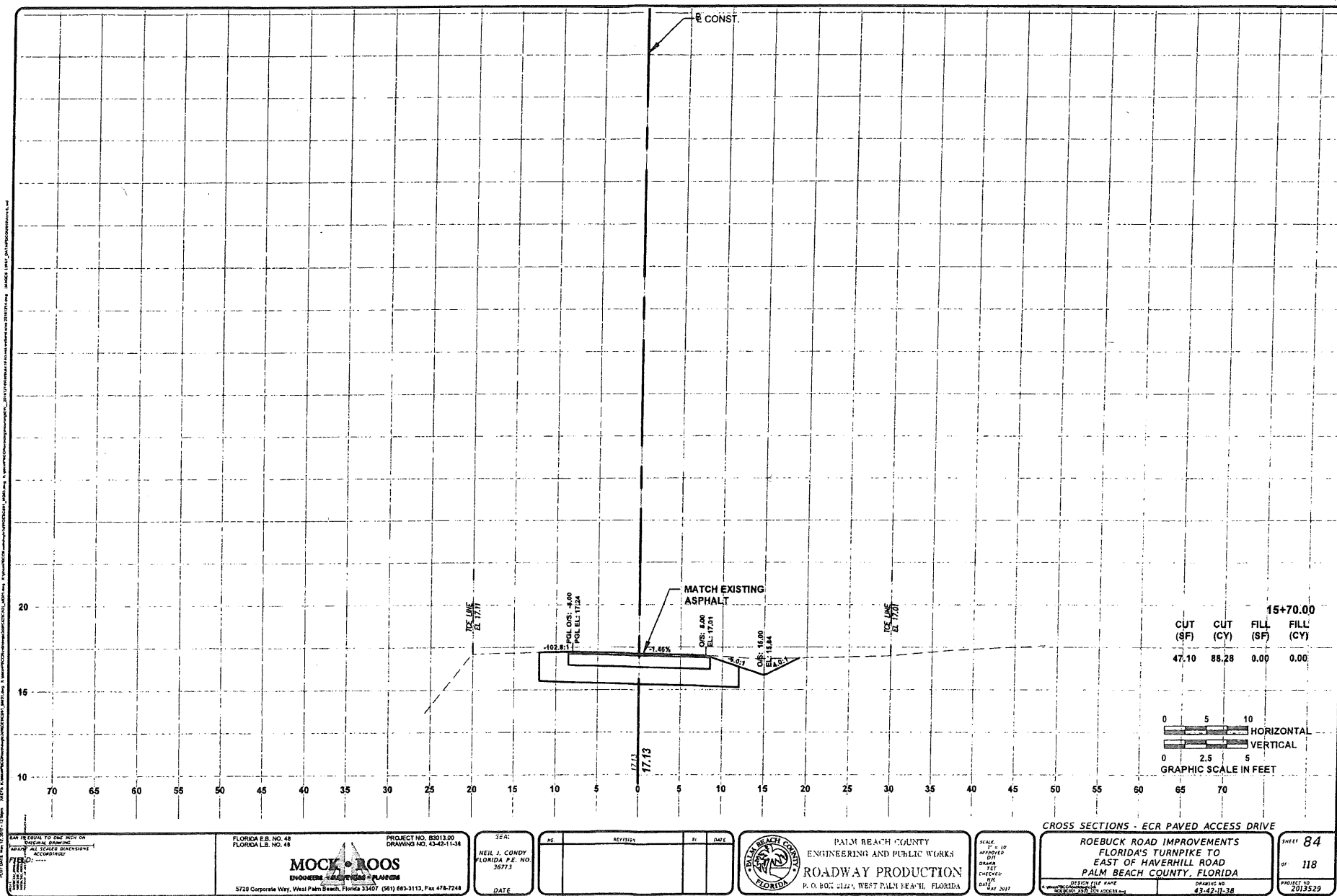
11













Return to:  
Palm Beach County Engineering and Public Works  
Right-of-Way Acquisition Section  
2300 North Jog Road; 3<sup>rd</sup> Floor West  
West Palm Beach, Florida 33411

## TEMPORARY CONSTRUCTION EASEMENT

**THIS EASEMENT** is made, granted and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, a legal entity created under the terms of Chapter 163, Fla. Stat., through its agent, the City of West Palm Beach, and the **CITY OF WEST PALM BEACH**, a municipality organized under the laws of the State of Florida (hereinafter "Grantors") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "Grantee".)

## RECITALS

WHEREAS, Grantee has requested that the Grantors grant a Temporary Construction Easement enabling the Grantee, its agents, successors, and assigns, to enter upon the East Central Regional Wastewater Treatment Facilities ("ECRWWF") property for the purpose of a new access road within ECRWWF property (hereinafter referred to as the "Project.")

NOW, THEREFORE, in consideration of the grants, agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Grant of Temporary Construction Easement. Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantors in hand paid by Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its agents, successors and assigns, a non-exclusive temporary construction easement for the Project over, under, through across and upon the real property legally described in Exhibit "1" (hereinafter the "Easement Area.") The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Area solely for those activities associated with Grantee's Project, including road construction, tying in, harmonizing, grading and inspecting the Project.
3. Term of Easement. The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the Grantee's completion of the Project.



Notwithstanding such automatic termination, Grantee shall promptly deliver to Grantor a Release of Easement, in a form satisfactory to Grantor, upon completion of the Project, if so requested by Grantor.

4. Grantors' Acknowledgement of Nature of Project. Grantors acknowledge and agree that the Project shall include a permanent access road, and that said facility will remain on the Easement Area following the termination of this Easement.

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

6. Grantors' Rights to Use Easement Area. Grantors hereby retain all rights relating to the Easement Area not specifically conveyed by this Easement including the right to use the Easement Area and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Area or the right to use the improvements therein, provided such uses or grants do not interfere with the rights provided to Grantee in this easement. The rights of Grantors set forth in this paragraph are specifically made subordinate to Grantee's right to utilize the Easement Area for the Project.

7. Prohibition Against Liens. Neither the Grantors' nor Grantee's interest in the Easement Area shall be subject to liens arising from Grantee's use of the Easement Area, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Area to be discharged or transferred to bond.

8. Indemnification. To the extent permitted by law and subject to and conditional upon the limitations set forth in Section 768.28, Florida Statutes, Grantee, its successors and assigns shall indemnify, defend and hold the Grantor harmless from and against any damages, liability, actions, claims or expenses for the negligent acts of itself, its officers, agents, and employees, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any negligent acts in or upon the Easement Area.

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

10. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

11. Venue/Construction. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Palm Beach



County, Florida. This Easement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

12. Entire Understanding/Amendment. This Easement and Interlocal Agreement contain the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment will be effective except in writing signed by all parties.

13. Abandonment. If the Grantee, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use the same for the purpose for which granted, the Easement described herein shall terminate.

14. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Easement by reference.

**Remainder of page intentionally left blank  
Signatures on following page.**



ATTEST:

Helen F. Canon  
City Clerk

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: [Signature]

**EAST CENTRAL REGIONAL  
WASTEWATER TREATMENT  
FACILITIES OPERATION BOARD**  
By its agent: CITY OF WEST PALM  
BEACH

By: Geraldine Muoio  
Geraldine Muoio, Mayor

Dated: 8/14/18

ATTEST:  
SHARON R. BOCK

By: \_\_\_\_\_  
Clerk and Comptroller

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

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

APPROVED AS TO TERMS AND  
CONDITIONS:

By: [Signature]  
~~Department~~ Director  
Division

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

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

Date: \_\_\_\_\_

ATTEST:

Helen F. Canon  
City Clerk

CITY ATTORNEY'S OFFICE  
Approved as to form and legality  
By: [Signature]

**CITY OF WEST PALM**

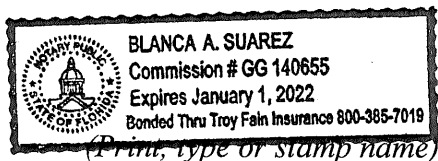
By: Geraldine Muoio  
Geraldine Muoio, Mayor

Dated: 8/14, 2018



STATE OF FLORIDA                         }  
COUNTY OF PALM BEACH                 } SS:

The foregoing instrument was acknowledged before me this 14th day of August, 2018, by GERALDINE MUOIO, Mayor, of the City of West Palm Beach, Florida, as an act of the City, as agent for the **East Central Regional Operations Facilities Board**. The Mayor is personally known to me and did not take an oath.



[seal]

Commission No.

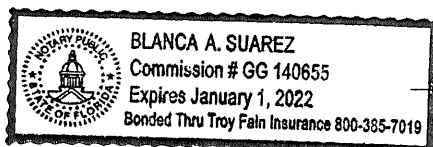
Blanca A. Garry  
Signature of Notary Public

BLANCA A SUAREZ

66140655

STATE OF FLORIDA                     }  
COUNTY OF PALM BEACH         } SS:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2018, by GERALDINE MUOIO, Mayor, of the **City of West Palm Beach**, Florida, as an act of the City. The Mayor is personally known to me and did not take an oath.



[seal]

(Print, type or stamp name)

Commission No.

Blanca A. Bory  
Signature of Notary Public

Blanca A Suarez

GG140655



**Exhibit "1"**



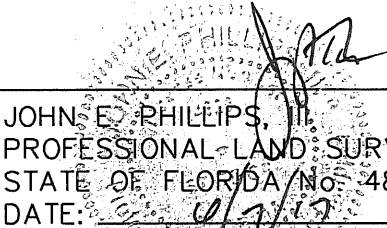
A PARCEL OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES BEING A PORTION OF TRACTS 41, 42, AND 56, PLAT OF SUBDIVISION OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 20, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11;  
THENCE ALONG THE WEST LINE OF SAID SECTION 11, N01°46'56"E FOR 40.00 FEET TO THE NORTH RIGHT-OF-WAY OF ROEBUCK ROAD, RECORDED IN OFFICIAL RECORD BOOK 15006, PAGE 63, OF SAID PUBLIC RECORDS;  
THENCE ALONG SAID NORTH RIGHT-OF-WAY, S88°31'33"E FOR 30.00 FEET TO THE EAST LINE OF A 30' ROADWAY AS SHOWN ON SAID PLAT, AND THE POINT OF BEGINNING;


THENCE ALONG SAID EAST LINE, N01°46'56"E FOR 618.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 78.00 FEET;  
THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°41'35" FOR 122.10 FEET TO A POINT OF TANGENCY;  
THENCE S88°31'29"E FOR 776.44 FEET;  
THENCE S01°28'31"W FOR 50.00 FEET;  
THENCE N88°31'29"W FOR 776.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 28.00 FEET;  
THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°41'35" FOR 43.83 FEET TO A POINT OF TANGENCY;  
THENCE S01°46'56"W FOR 518.13 FEET;  
THENCE S19°01'45"W FOR 101.18 FEET;  
THENCE S01°46'56"W FOR 3.42 FEET TO THE SAID NORTH RIGHT-OF-WAY OF ROEBUCK ROAD;  
THENCE ALONG SAID NORTH RIGHT-OF-WAY, N88°31'33"W FOR 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,329 SQUARE FEET (1.66 ACRES), MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

  
JOHN E. PHILLIPS, II  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA No. 4826  
DATE: 6/1/17

PALM BEACH COUNTY PROJECT No.2013529

<div>E-Mail: info@brown-phillips.com</div> <div><b>BROWN &amp; PHILLIPS, INC.</b> PROFESSIONAL SURVEYING SERVICES CERTIFICATE OF AUTHORIZATION # LB 6473 1860 OLD OKEECHOBEE ROAD., SUITE 509, WEST PALM BEACH, FLORIDA 33409 TELEPHONE (561)-615-3988, 615-3991 FAX</div>		<b>LEGAL DESCRIPTION</b> <b>ROEBUCK ROAD</b>	
DRAWN: MB		PROJ. No. 14-096	
CHECKED: JEP		SCALE: NONE	
TCE 304		DATE: 6/1/17	
		SHEET 1 OF 3	



W 1/4 CORNER  
PBC POSITION  
N877095.21  
E938724.41

TRACT 41

TRACT 42

N875143.73  
E939548.12

A=122.10'  
Δ=89°41'35"  
R=78.00'

S88°31'29"E 776.44'

N88°31'29"W 776.44'

R=28.00'  
Δ=89°41'35"  
A=43.83'

TRACT 56  
SUBDIVISION OF SECTION 11  
TOWNSHIP 43 SOUTH RANGE 42 EAST  
PLAT BOOK 20 PAGE 53

CITY OF WEST PALM BEACH  
(ORB 1935 PAGE 857)  
74-42-43-11-01-035-0000

TRACT 55

TURNPIKE

DEED BOOK 1120 PG.346

EAST LINE OF SECTION 10/43/42  
WEST LINE OF SECTION 11/43/42  
(BEARING BASIS)

2665.43'

30' ROADWAY (P.B. 20 PG. 53)

E. LINE OF 30' ROADWAY

N01°46'56"E 618.29'

S01°46'56"W 518.13'

50'

S19°01'45"W  
101.18'

S01°46'56"W  
3.42'

40' R/W (ORB 871 PG.87  
& ORB 15006 PG.63)

88' PUBLIC UTILITY CORRIDOR  
PARCEL 1 (ORB 2556 PG. 314)

ROEBUCK ROAD

S. LINE OF SEC. 11/43/42  
N. LINE OF SEC. 14/43/42

S88°31'33"E  
30.00'

P.O.B.

N01°46'56"E  
40.00'

P.O.C.

S.W. CORNER  
SECTION 11

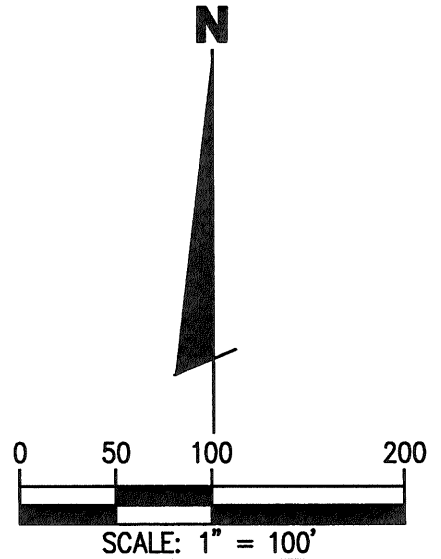
N874430.98 (PBC POSITION)  
E938641.50

N88°31'33"W

N88°31'33"W

30' ROADWAY (P.B. 20 PG. 53)

PALM BEACH COUNTY PROJECT No.2013529



E-Mail: info@brown-phillips.com

**BROWN & PHILLIPS, INC.**  
PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE ROAD., SUITE 509,  
WEST PALM BEACH, FLORIDA 33409  
TELEPHONE (561)-615-3988, 615-3991 FAX

**SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION**  
(THIS SKETCH IS NOT A SURVEY)

DRAWN: MB	PROJ. No. 14-096
CHECKED: JEP	SCALE: 1" = 100'
TCE 304	DATE: 6/1/17
	SHEET 2 OF 3



NOTES:

- 1) THE LEGAL DESCRIPTION IS BASED ON A ROADWAY PLAN FOR ROEBUCK ROAD,  
PREPARED BY MOCK-ROOS & ASSOCIATES, INC., PALM BEACH COUNTY PROJECT No.2013529.
- 2) STATE PLANE COORDINATES:  
A. COORDINATES SHOWN ARE GRID  
B. DATUM – NAD 83, 1990 ADJUSTMENT  
C. ZONE – FLORIDA EAST  
D. LINEAR UNIT – US SURVEY FOOT  
E. COORDINATE SYSTEM 1983 STATE PLANE  
F. TRANSVERSE MERCATOR PROJECTION  
G. ALL DISTANCES ARE GROUND  
H. SCALE FACTOR – 1.0000326  
I. GROUND DISTANCE X SCALE FACTOR =GRID DISTANCE  
J. ROTATION EQUATION: NONE
- 3) THIS DESCRIPTION IS BASED ON INFORMATION FURNISHED BY MOCK-ROOS & ASSOCIATES, INC.  
RECORD INFORMATION SHOWN IS BASED ON TITLE INFORMATION FURNISHED BY THE PALM BEACH  
COUNTY ROADWAY PRODUCTION DIVISION TO MOCK-ROOS & ASSOCIATES, INC., DECEMBER 21, 2015.  
NO ENCUMBRANCES OF RECORD WERE NOTED EXCEPT AS SHOWN ON THE ATTACHED SKETCH.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

- 4) ABBREVIATIONS:
- |                                |                                       |
|--------------------------------|---------------------------------------|
| P.O.C. – POINT OF COMMENCEMENT | R/W – RIGHT-OF-WAY                    |
| P.O.B. – POINT OF BEGINNING    | CL – CENTERLINE                       |
| P.B. – PLAT BOOK               | BL – BASELINE                         |
| ORB – OFFICIAL RECORD BOOK     | TCE – TEMPORARY CONSTRUCTION EASEMENT |
| D.B. – DEED BOOK               |                                       |
| PG. – PAGE                     |                                       |
| PBC – PALM BEACH COUNTY        |                                       |
| SEC. – SECTION                 |                                       |

- 5) BEARING BASIS: N01°46'56"E (GRID, NAD 83-1990 ADJUSTMENT) ALONG THE WEST LINE OF  
THE S.W. QUARTER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 42 EAST.

PALM BEACH COUNTY PROJECT No.2013529



E-Mail: info@brown-phillips.com

**BROWN & PHILLIPS, INC.**  
PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE ROAD., SUITE 509,  
WEST PALM BEACH, FLORIDA 33409  
TELEPHONE (561)-615-3988, 615-3991 FAX

DESCRIPTION NOTES  
ROEBUCK ROAD

PROJ. No. 14-096

TCE 304

DRAWN: MB

SCALE: NONE

DATE: 6/1/17

SHEET 3 OF 3