

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

Meeting Date:	July 2, 2019	[X] Consent	[] Regular
		[ ] Ordinance	[] Public Hearing

**Department:** Facilities Development & Operations

# I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Permanent Sidewalk and Temporary Construction Easement in favor of Indian Trail Improvement District (ITID) for a public sidewalk constructed along the northern boundary of County Pines at Samuel Friedland Park.

**Summary:** County Pines at Samuel Friedland Park is located on the south side of Hamlin Boulevard west of  $180^{\text{th}}$  Avenue North in Loxahatchee. ITID has been awarded grant funding from the Palm Beach County Transportation Planning Agency – Transportation Alternatives Program and Local Initiative Program for FDOT's design and construction of a sidewalk on the south side of Hamlin Boulevard from  $180^{\text{th}}$  Avenue North west to  $190^{\text{th}}$  Street North. The Parks Department has reviewed this project and has no objection to the sidewalk crossing over the north perimeter of the park. The project will require a temporary construction easement over two (2) areas for access and staging of equipment on site and a permanent sidewalk easement for the actual 6 foot wide sidewalk. The temporary construction easement shall terminate upon the completion of sidewalk construction or December 31, 2021, whichever is earlier. The permanent sidewalk easement is 6 feet wide, approximately 2,078 feet in length and covers an area of 12,567 square feet, (.29 acres). This easement will be granted at no charge as it is for the benefit of the public and will be recorded in the Public Records of Palm Beach County, Florida. (**PREM**) **District 6** (**HJF**)

**Background and Justification:** County Pines at Samuel Friedland Park is located in the far western reaches of Loxahatchee on the south side of Hamlin Boulevard. The area is rural with narrow roads and only a handful of sidewalks located throughout the area. ITID handles infrastructure improvements in this area and has been awarded grant funding from Palm Beach County's Transportation Planning Agency – Transportation Alternatives Program and Local Initiatives Program to construct a sidewalk along the south side of Hamlin Boulevard from 180<sup>th</sup> Avenue North to 190<sup>th</sup> Street North. This sidewalk will provide a pedestrian walkway starting at 180<sup>th</sup> Avenue North, across a future School Board site lying just east of County Pines Park, over the park and finally over private property to terminate at 190<sup>th</sup> Street North.

### Attachments:

- 1. Location Map
- 2. Permanent Sidewalk and Temporary Construction Easement (w/Ex A, Ex B, and Ex C)

Recommended By:		6/12/19
	Department Director	Date
Approved By:	Ju	4/21/19
	County Administrator	Date

### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	0				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bu	dget: Yes		No		
Does this item include the use o	f federal fun	ds? Yes _	No		
	Dep Program	ot	Unit	Object	

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

No Fiscal Impact.

**Fixed Asset Number** <u>n/a</u> Departmental Fiscal Review: **C**.

# III. <u>REVIEW COMMENTS</u>

**OFMB Fiscal and/or Contract Development Comments:** А.

NUM **OFMB** 

19 om Q

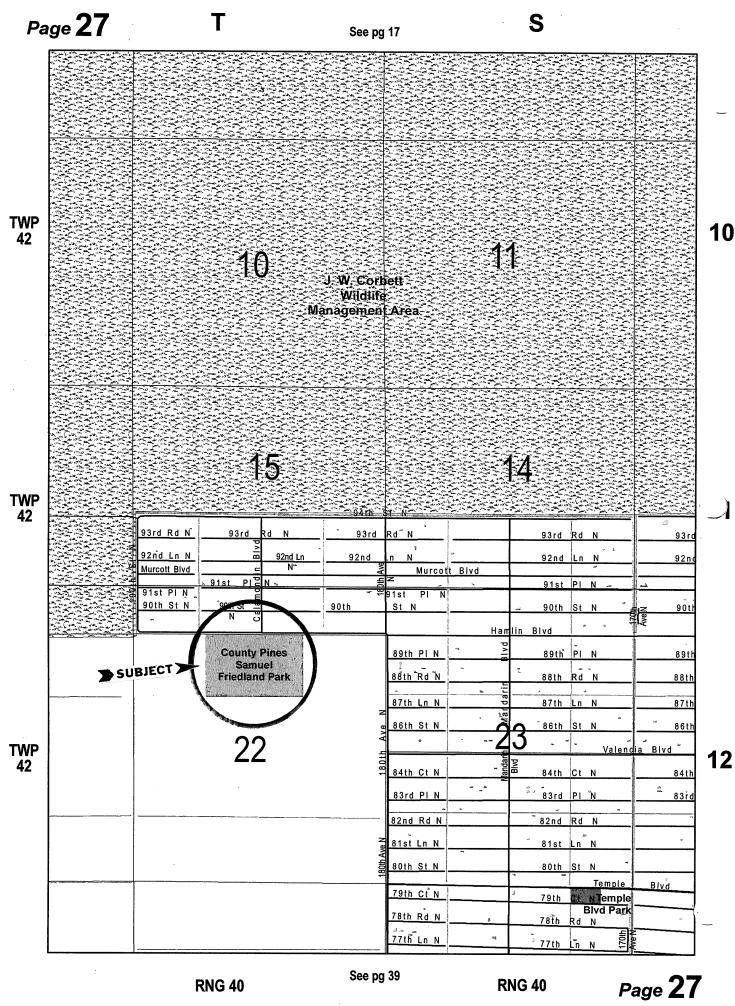
В. **Legal Sufficiency:** 6/20/19 Assistant County Attorney

Contract Development and Control

С. **Other Department Review:** 

Department Director

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



LOCATION

**RNG 40** 

1-

Attachment 1 1 page

MAP

Attachment 2 Permanent Sidewalk & Temporary Construction Easement 35 pages Prepared by & Return to: Peter Banting, Real Estate Specialist Palm Beach County Property & Real Estate Management Division 2633 Vista Parkway West Palm Beach, Florida 33411-5605

Property Control Number: 00-40-42-22-00-000-1020

### PERMANENT SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENT

THIS PERMANENT SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENT ("Easement"), granted this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411, herein referred to as "County" and INDIAN TRAIL IMPROVEMENT DISTRICT, an Independent Special District of the State of Florida, whose mailing address is 13476 61<sup>st</sup> Street North, West Palm Beach, Florida 33412, herein referred to as "Grantee".

### WITNESSETH:

WHEREAS, County owns certain real property located at 18500 Hamlin Blvd., Loxahatchee, FL, known as The County Pines at Samuel Friedland Park (the County Property); and

WHEREAS, Grantee desires easement areas over the County Property, each of which are separately described herein below as Exhibits "A", "B", and "C" for the following uses and purposes:

- 1. 6' Permanent Sidewalk Easement, as described in Exhibit "A" (the "6' Permanent Sidewalk Easement Premises"), and
- 2. Temporary Construction Easements, as described in Exhibit "B" and "C" (the "Temporary Construction Easement").

The 6' Permanent Sidewalk Easement Premises and Temporary Construction Easement Premises are hereinafter collectively referred to as the "Easement Premises" or the "Easement", as the context may require, and the Temporary Construction Easement Premises as herein referred to as the "TCE Premises".

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NOW THEREFORE, County for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, upon the conditions hereinafter set forth, (i) a non-exclusive permanent sidewalk easement over, across and through the 6' Permanent Sidewalk Easement Premises for the purpose of constructing and maintaining a sidewalk for pedestrian access, ingress and egress and lighting, and (ii) a temporary construction easement over, across and through the TCE Premises for purposes of construction of the sidewalk and lighting improvements within the 6' Permanent Sidewalk Easement Premises. The rights granted to Grantee over, across and through the TCE Premises shall be limited to the right to utilize the TCE Premises for construction-related activities, including, but not limited to, clearing of vegetation, staging, and storage of construction materials and equipment, to support the construction and development of the 6' Permanent Sidewalk Easement Premises, together with the right of ingress and egress thereto over the TCE Premises.

The rights granted over, across and through the TCE Premises shall terminate upon the earlier of the following: (i) the completion of the construction of the facilities located on the 6' Permanent Sidewalk Easement Premises and the restoration of the lands in TCE Premises: or (ii) December 31, 2021.

The Easement Premises are all being situate, lying and being in the County of Palm Beach, State of Florida to wit:

### See Legal Descriptions Marked Exhibit "A", Exhibit "B" and Exhibit "C" Attached Hereto and Made a Part Hereof by Reference.

# THE CONDITIONS OF THE EASEMENT ARE SUCH THAT:

- 1. All costs associated with the work performed within the Easement Premises shall be borne by Grantee and be done in compliance with all applicable law.
- 2. Grantee shall submit to Palm Beach County's Director of Parks & Recreation, or his/her designee, ("Director") a written construction schedule and plans (the "Plans") for review and approval not less than thirty (30) days prior to the proposed commencement of all work involving the Easement Premises. The Director shall have fifteen (15) days to review the written construction schedule and plans and to notify Grantee whether any such written construction schedule and plans are approved or disapproved. The Director shall

specifically state the basis for any disapproval of Grantee's construction schedule and/or plans. All modifications and reviews to the Plans shall be subject to the review and approval of the Director.

- 3. Upon completion of the sidewalk and lighting improvements, Grantee shall restore the TCE Premises to substantially the same condition as existed on the Effective Date of this Easement, which restoration shall occur no later than thirty (30) days following the completion of the construction of the sidewalk and lighting improvements on the 6' Permanent Sidewalk Easement Premises. In the event that damage to the Easement Premises, County's improvements or the County Property is caused by Grantee, its employees or agents, Grantee shall, at the County's option, promptly restore, repair, replace or re-sod, the damaged property using materials of like kind or quality or reimburse County for the documented cost incurred by County in repairing or replacing the damaged property.
- 4. Following expiration of the TCE, all regular maintenance involving Grantee's exercise of the easement rights herein granted over the 6' Permanent Sidewalk Easement Premises shall be coordinated with the Director by providing written notice thirty (30) days prior to the start of the proposed maintenance. Notice of any emergency maintenance involving Grantee's exercise of the easement rights herein granted over the 6' Permanent Sidewalk Easement Sidewalk Easement Premises shall be given to the Director as soon as practicable.
- 5. Grantee shall diligently pursue all work performed hereunder to completion and exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact upon County's use of the Easement Premises.
- 6. Grantee shall ensure that, during and as a result of use by Grantee, County's driveways, which are accessed from the contiguous roadway, shall remain open and passable at all time by County's pedestrians and vehicles.
- 7. Grantee shall ensure that the Easement Premises are safe and secured at all times that work is being performed on the Easement Premises. Grantee's use of the Easement Premises is at Grantee's sole risk.
- 8. The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on the Easement is



strictly prohibited. This provision shall be included in all contracts let by the Grantee for any work on the Easement Premises.

- 9. This Easement shall in no way restrict any right and interest of County in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not materially interfere with the rights granted herein, including but not limited to the right to install maintain above ground and subsurface improvements such as fences, irrigation lines, landscaping, light poles, utility lines, sidewalks, roadways, driveways, and other improvements in, on or under the Easement Premises.
- 10. Grantee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the Grantee's negligence in connection with this Easement. The foregoing indemnification shall not require 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 Grantee to indemnify County for County's negligent, willful or intentional acts or omissions.
- 11. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Grantee acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverages limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Grantee maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Grantee shall maintain said insurance policies at limits not less than those required by Florida Statutes 768.28 as amended.

Grantee agrees to maintain or be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

When requested, Grantee shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above-mentioned coverages.

Compliance with the foregoing requirements shall not relieve Grantee of its liability and obligations under this Easement.

In addition, Grantee shall require all contractors to provide on a primary basis where applicable: General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, bodily injury and property damage liability coverage, and Workers' Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability coverages, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Grantee shall require contractor to provide Business Automobile Liability at a limit of liability no less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. Grantee shall require any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as required herein. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and contain a thirty (30) day notice of cancellation where permitted by the policy.

Except for Workers' Compensation, all insurance policies shall name County and Grantee as Additional Insureds.

Grantee shall provide Certificates of Insurance evidencing such insurance coverage for Grantee's contractors to County prior to the commencement of any work pursuant to this Easement to:

Palm Beach County Property & Real Estate Management Division Attention: Director 2633 Vista Parkway West Palm Beach, Florida 33411-5605

In the case of the initial construction of the improvements by the Florida Department of Transportation (Department), section 11 above shall not apply but, the following paragraph shall be included in the Department's contract with its contractor:

**Commercial General Liability Insurance:** The Department shall cause its contractor to: (a) carry Commercial General Liability insurance providing continuous coverage

for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida; (b) name the Department, Indian Trail Improvement District and Palm Beach County as Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the parties listed as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible; and (c) pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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.

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- 12. Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Premises for the purpose herein expressed, this Easement shall become null and void, and all the right, title and interest in and to the Easement Premises shall revert to County.
- 13. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land.
- 14. This Easement may not be assigned by Grantee.
- 15. 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), e-mail, 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, 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 nonbusiness 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 acknowledge that, prior to sending any notice via e-mail, each recipient's contact information shall be verified. All notices via e-mails shall require a return receipt. Acknowledgment of receipt from one recipient constitutes delivery of notice.

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:

### COUNTY:

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

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#### With a copy to:

County Attorney's Office Attention: Real Estate 301 North Olive Avenue, Suite 601 West Palm Beach, Florida 33401-4791 Fax No.: (561) 355-4398 email: hfalcon@pbcgov.org

and

Palm Beach County Parks and Recreation Department Attention: Director 2700<sup>th</sup> Avenue South Lake Worth, Florida 33461 Fax No.: (561) 963-6747 email: ecall@pbcgov.org

#### GRANTEE:

Indian Trail Improvement District Attention: Executive Director 13476 61<sup>st</sup> Street North West Palm Beach, Florida Fax No.: email:

- This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.
- 17. 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 ninety (90) day time frame to cure, County shall have the right to give Grantee notice that County intends to terminate this Easement upon a specified date not less than ninety (90) days after the date notice is received by Grantee.
- 18. 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.

16.

- 19. 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.
- 20. 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.
- 21. The parties expressly agree that time is of the essence in this Easement and the failure by a party to complete performance within a reasonable time, 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.
- 22. The parties will not discriminate against any person with legally protected status in any activity under this Easement Agreement.
- 23. 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 and approved by the Palm Beach County Board of County Commissioners, and recorded by County.
- 24. 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 citizens of Palm Beach County or employees of County or Grantee.
- 25. Palm Beach County Office of the Inspector General Audit Requirements. The Grantee will cooperate with the Palm Beach County Office of Inspector General in that Office's review of the contract requirements herein.
- 26. By Grantee's exercise of the rights granted by this instrument, Grantee acknowledges and agrees that the conditions imposed herein shall bind and be enforceable against Grantee to the same extent as if Grantee had physically executed this instrument.

**IN WITNESS WHEREOF**, County has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

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### ATTEST:

SHARON R. BOCK CLERK & COMPTROLLER

By:\_

Deputy Clerk

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

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

By:\_\_

Mack Bernard, Mayor

APPROVED AS TO TERMS AND CONDITIONS By for the man Winf Department Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

G:\PREM\Dev\Open Projects\PR-County Pines @ Samuel Friedland Park\Permanent Sidewalk\_Temporary Construction Easement. hf app 6-3-2019.docx

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# ACCEPTANCE BY DISTRICT

THE FOREGOING "PERMANENT SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENT" IS ACCEPTED BY THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2019.

ATTEST:

Secretary

INDIAN TRAIL IMPROVEMENT

**DISTRICT**, an Independent Special District of the State of Florida

BY: Betty Argue

ITS: President



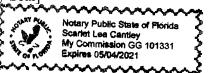
### STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this <u>1976</u> day of <u>June</u>, 2019 by Betty Argue and Mary M. Viator, President and Secretary, respectively, of Indian Trail Improvement District, who are personally known to me.

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{Notary Seal]



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Notary Public, State of Florida My Commission Expires:

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# **EXHIBIT "A"**

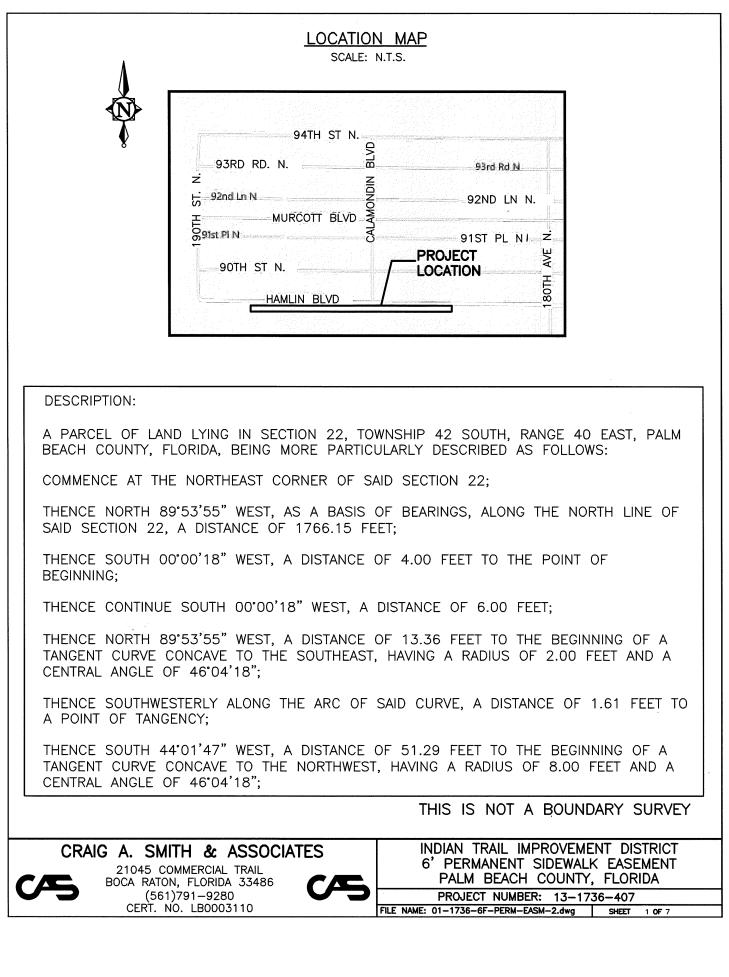


EXHIBIT "A"

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.43 FEET TO A POINT OF TANGENCY; THENCE NORTH 89'53'55" WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1934.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 49'35'10": THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°18'44" WEST, A DISTANCE OF 47.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 49°35'10"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 89'53'55" WEST, A DISTANCE OF 30.77 FEET; THENCE NORTH 00°04'42" WEST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 89°53'55" EAST, A DISTANCE OF 30.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 49°35'10"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.92 FEET TO A POINT OF TANGENCY: THENCE SOUTH 40°18'44" EAST, A DISTANCE OF 47.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 49°35'10"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°53'55" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1934.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 46'04'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.61 FEET TO A POINT OF TANGENCY; THIS IS NOT A BOUNDARY SURVEY INDIAN TRAIL IMPROVEMENT DISTRICT CRAIG A. SMITH & ASSOCIATES 6' PERMANENT SIDEWALK EASEMENT 21045 COMMERCIAL TRAIL PALM BEACH COUNTY, FLORIDA BOCA RATON, FLORIDA 33486 PROJECT NUMBER: 13-1736-407 FILE NAME: 01-1736-6F-PERM-EASM-2.dwg SHEET 2 OF 7 (561)791-9280 CERT. NO. LB0003110

EXHIBIT "A"

THENCE NORTH 44°01'47" EAST, A DISTANCE OF 51.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 46°04'18";

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.43 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°53'55" EAST, A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, CONTAINING 12567 SQUARE FEET, 0.29 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

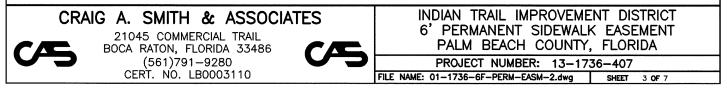
1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

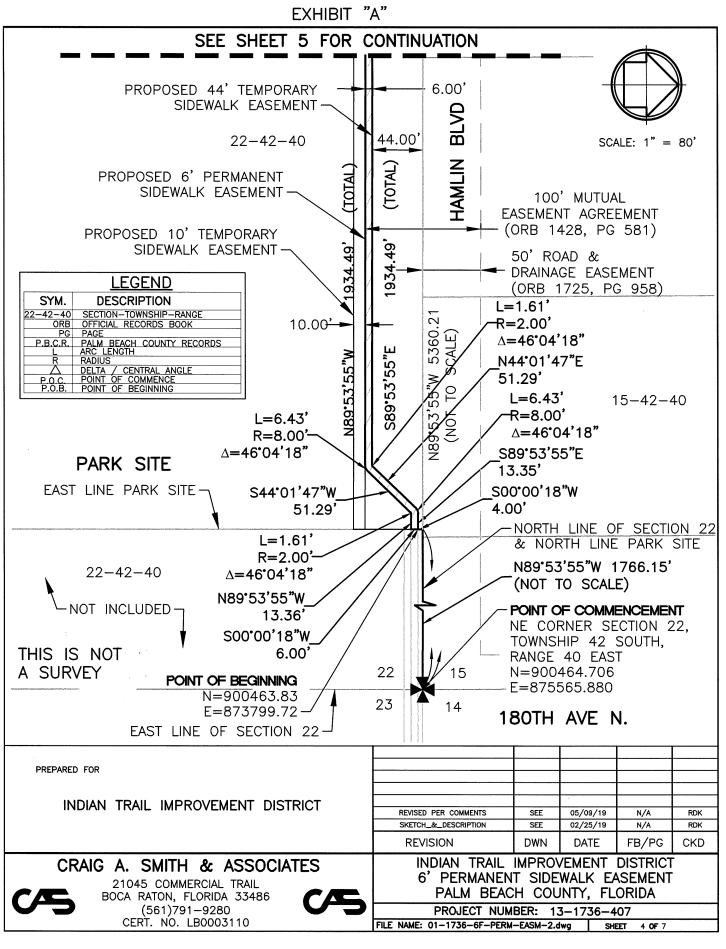
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 22 TOWNSHIP 42 SOUTH, RANGE 40 EAST PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N 89°53'55" W. (NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT). SECTIONAL COORDINATES SHOWN HEREON ARE PER THE PALM BEACH COUNTY SURVEY SECTION.

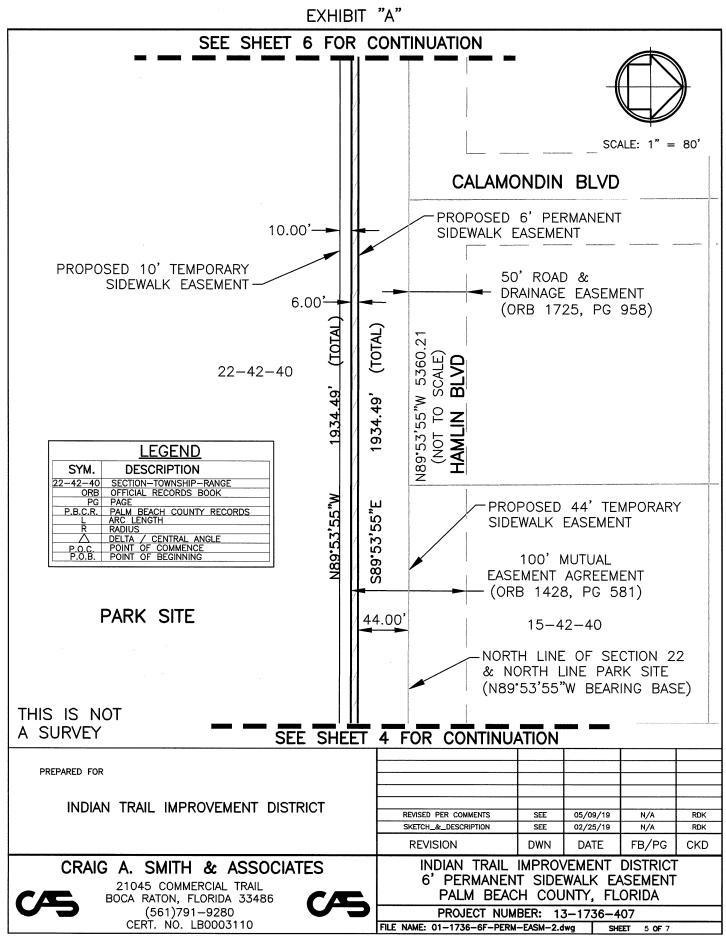
3. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS FIRM IN THE MAKING OF THIS SKETCH AND DESCRIPTION. THERE MAY EXIST EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, ETC., WHICH APPEAR IN THE PUBLIC RECORDS, OR THAT ARE BASED ON UNDOCUMENTED AND/OR UNRECORDED AGREEMENTS, WHICH AFFECT THIS SKETCH.

4. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED. (GROUND DISTANCE X .9999824 = GRID DISTANCE)

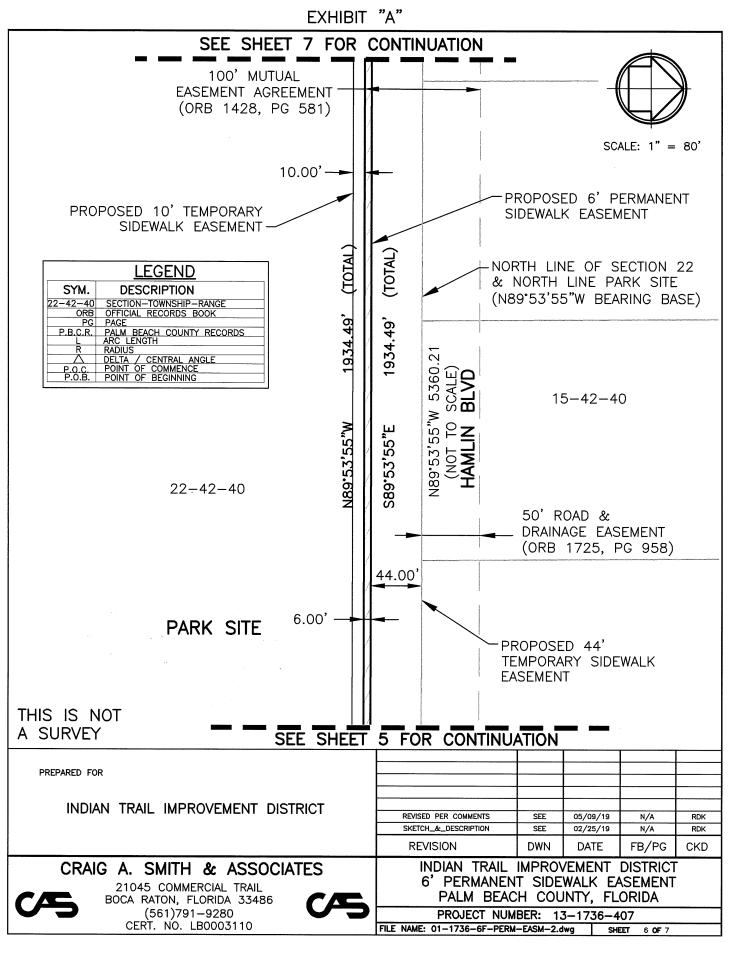
THIS IS NOT A BOUNDARY SURVEY

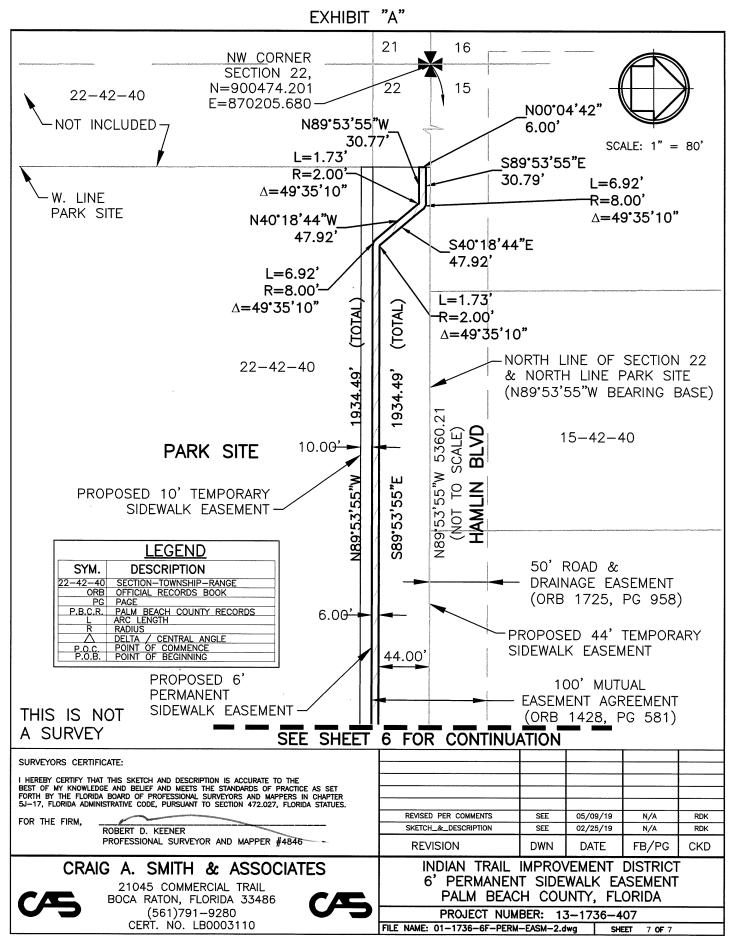






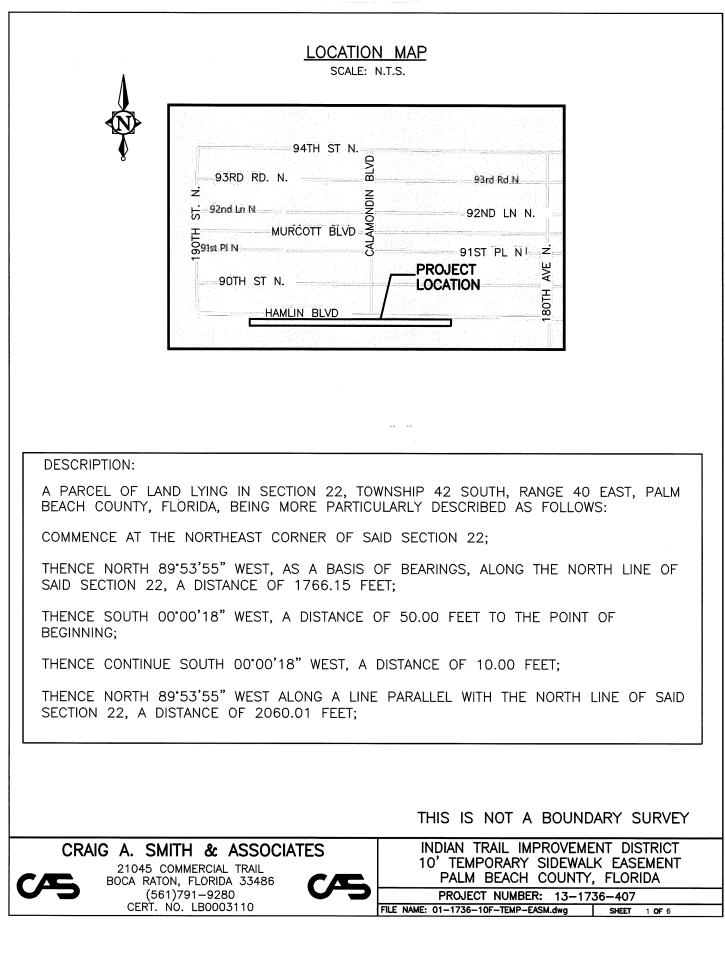
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# Exhibit "B"



THENCE NORTH 00°04'42" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89'53'55" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 2060.03 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, CONTAINING 20600 SQUARE FEET, 0.47 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

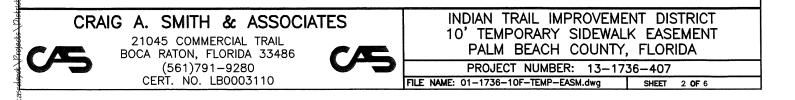
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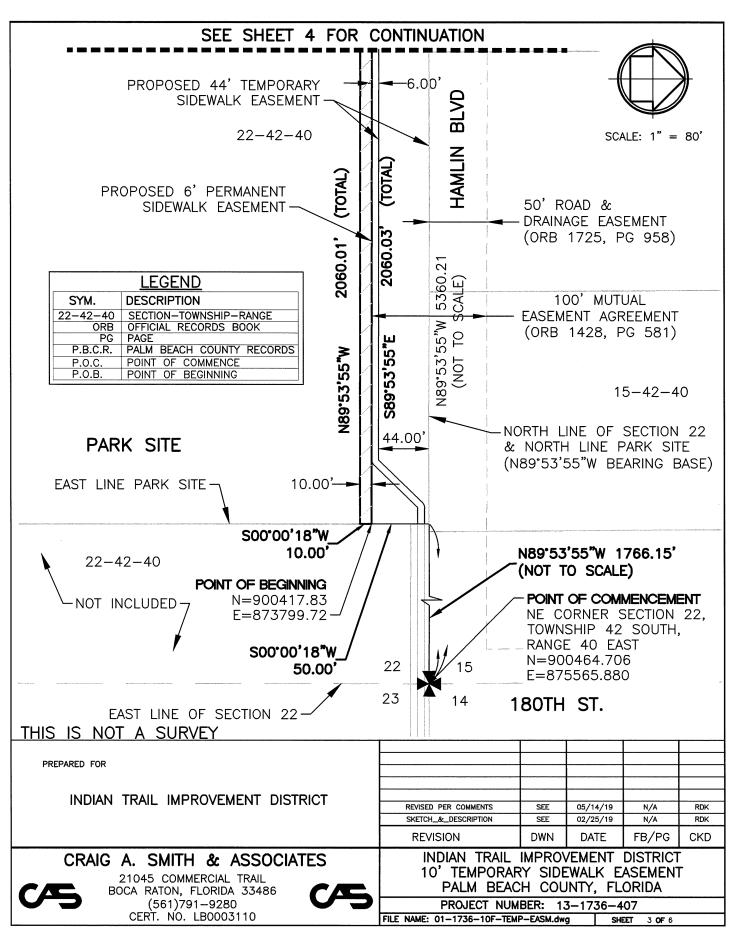
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 22 TOWNSHIP 42 SOUTH, RANGE 40 EAST PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N 89'53'55" W. (NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT). SECTIONAL COORDINATES SHOWN HEREON ARE PER THE PALM BEACH COUNTY SURVEY SECTION.

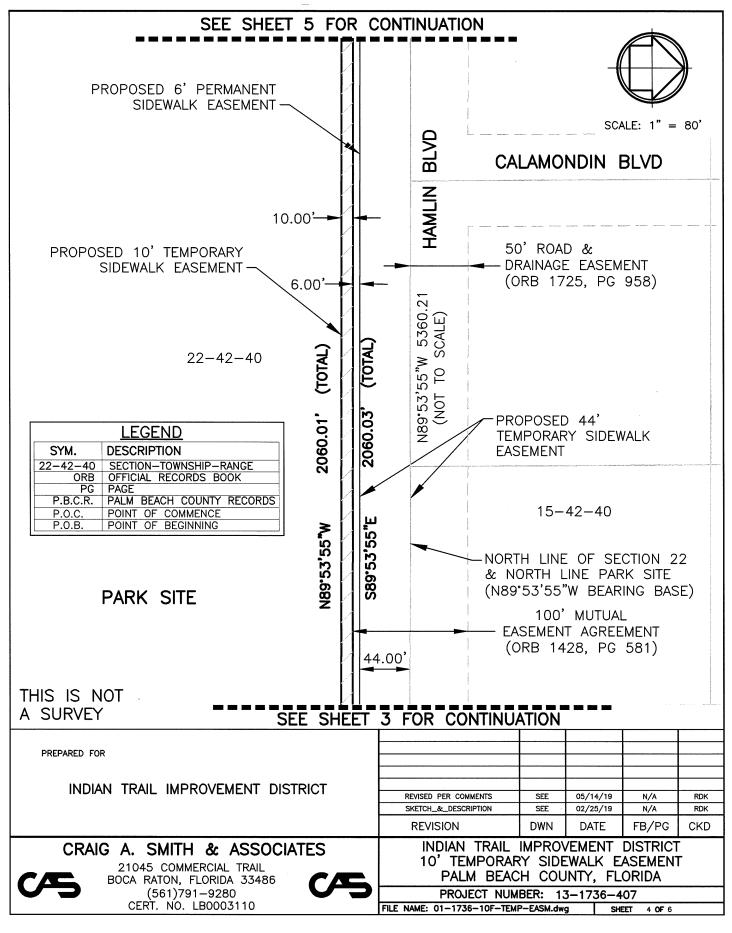
3. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS FIRM IN THE MAKING OF THIS SKETCH AND DESCRIPTION. THERE MAY EXIST EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, ETC., WHICH APPEAR IN THE PUBLIC RECORDS, OR THAT ARE BASED ON UNDOCUMENTED AND/OR UNRECORDED AGREEMENTS, WHICH AFFECT THIS SKETCH.

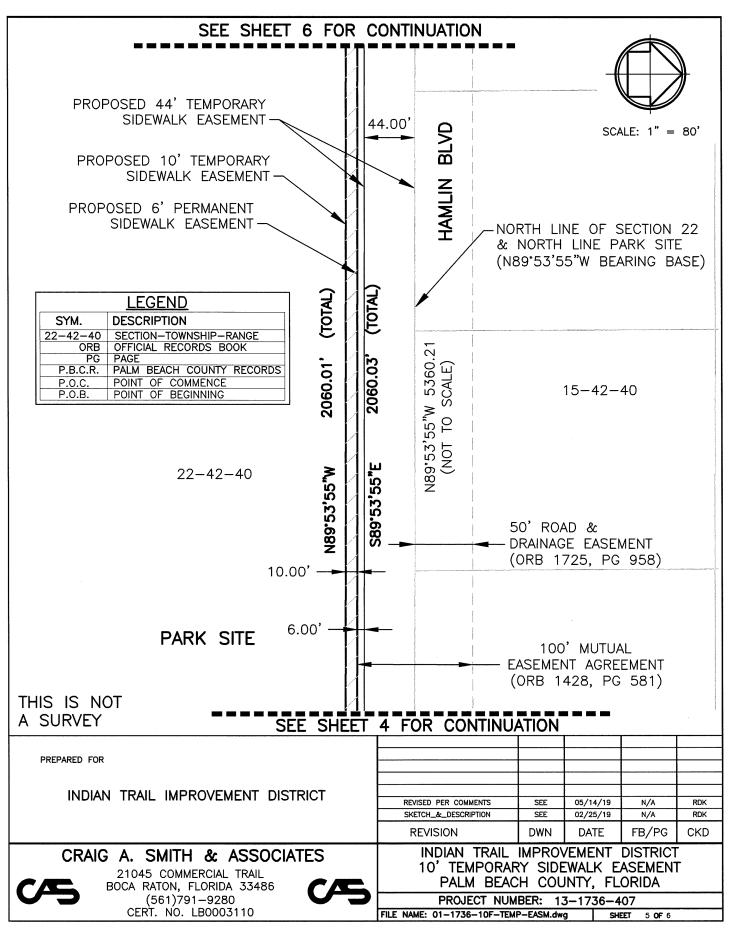
4. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED. (GROUND DISTANCE X .9999824 = GRID DISTANCE)

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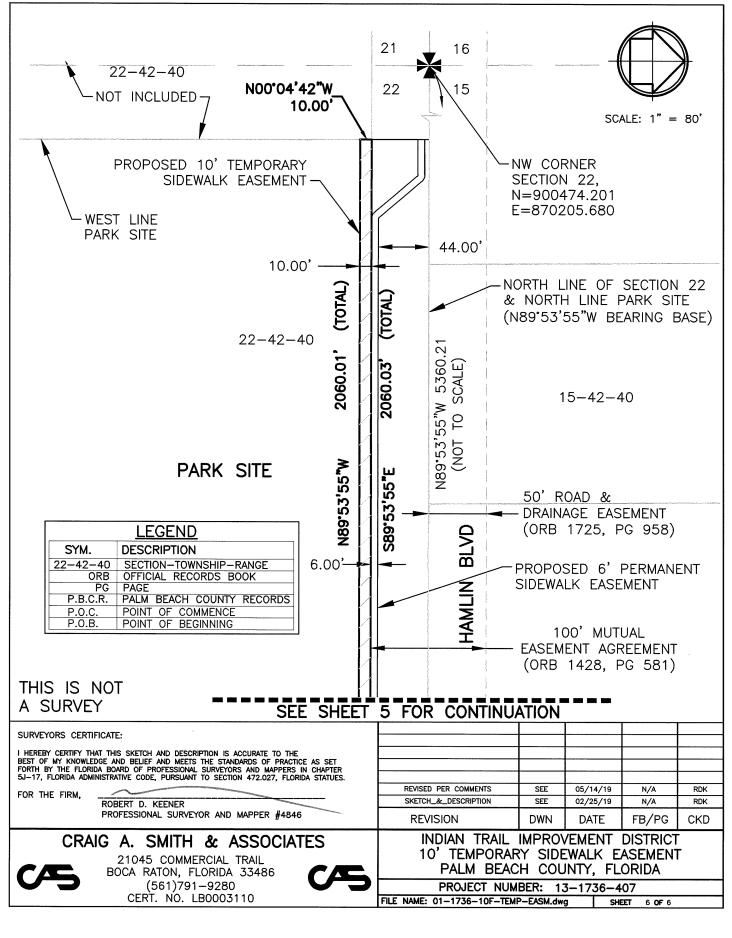




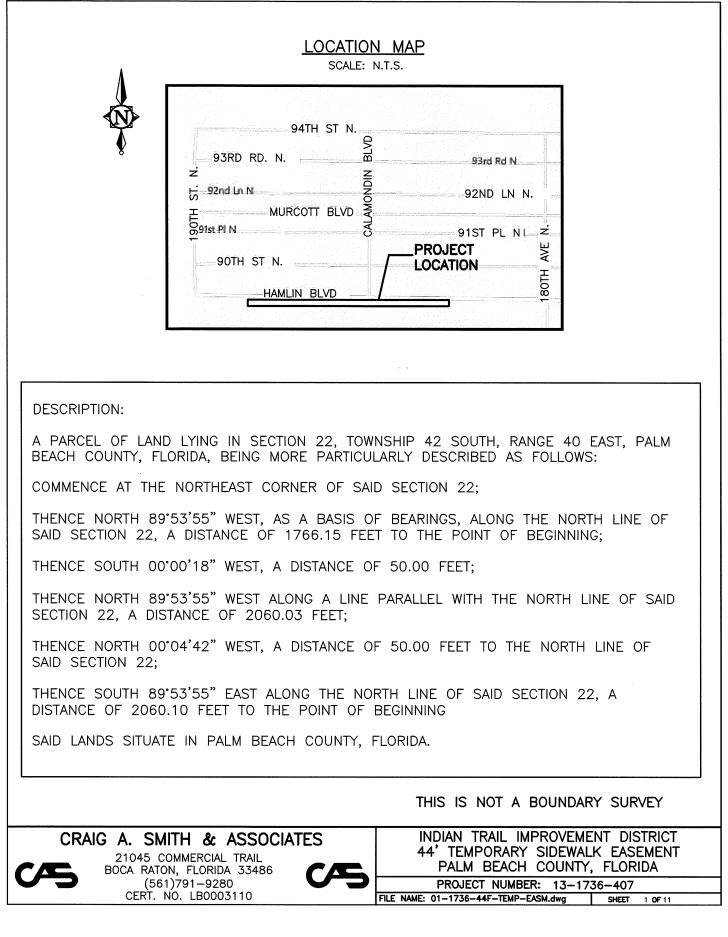


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# Exhibit "C"



A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22;

THENCE NORTH 89'53'55" WEST, AS A BASIS OF BEARINGS, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1766.15 FEET;

THENCE SOUTH 00°00'18" WEST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00'00'18" WEST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 89'53'55" WEST, A DISTANCE OF 13.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 46'04'18";

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.61 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 44°01'47" WEST, A DISTANCE OF 51.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 46°04'18";

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.43 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°53'55" WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1934.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 49°35'10";

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.92 FEET TO A POINT OF TANGENCY;

THENCE NORTH 40°18'44" WEST, A DISTANCE OF 47.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 49°35'10";

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°53'55" WEST, A DISTANCE OF 30.77 FEET;

THENCE NORTH 00°04'42" WEST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 89'53'55" EAST, A DISTANCE OF 30.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 49'35'10";

CRAIG A. SMITH & ASSOCIATES 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486	INDIAN TRAIL IMPROVEMENT DISTRICT 44' TEMPORARY SIDEWALK EASEMENT PALM BEACH COUNTY, FLORIDA		
(561)791–9280	PROJECT NUMBER: 13-1736-407		
CERT. NO. LB0003110	FILE NAME: 01-1736-44F-TEMP-EASM.dwg SHEET 2 OF 11		

THENCE SOUTH 40°18'44" EAST, A DISTANCE OF 47.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 49'35'10": THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89'53'55" EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 1934.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2.00 FEET AND A CENTRAL ANGLE OF 46'04'18": THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°01'47" EAST, A DISTANCE OF 51.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 46'04'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89'53'55" EAST, A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, CONTAINING A NET ACREAGE OF 90436 SQUARE FEET, 2.08 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

DAO7-HAMI IN-PAO

POINT OF TANGENCY;

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INDIAN TRAIL IMPROVEMENT DISTRICT TEMPORARY SIDEWALK EASEMENT **44**′ PALM BEACH COUNTY, FLORIDA PROJECT NUMBER: 13-1736-407

FILE NAME: 01-1736-44F-TEMP-EASM.dwg SHEET 3 OF 11

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.92 FEET TO A

