

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2020

Consent Regular
Public Hearing

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Indemnity Agreement between CMSJR Development Group, LLC (“Property Owner”) and Palm Beach County.

Summary: The Property Owner owns a certain parcel of undeveloped commercial real estate on Okeechobee Blvd., west of Skees Road. In order to connect to the County wastewater collection system, the Property Owner proposed a connection into two private wastewater laterals located on an adjacent parcel previously owned by Luma at West Palm Beach, LLC. The Property Owner claims to have rights to use the facilities pursuant to the Drainage, Sewer and Access Easement Agreement between Luma at West Palm Beach, LLC and CMSJR Development Group, LLC. County staff approved the proposed connection subject to the Property Owner entering into an Indemnity Agreement with the County. The Drainage, Sewer and Access Easement Agreement secures continued access to the wastewater laterals for the Property Owner and ensures the continued maintenance of the wastewater laterals. This Indemnity Agreement requires the Property Owner to indemnify, defend, and hold the County harmless if the Property Owner is no longer able to utilize the two private wastewater laterals located on the adjacent parcel. Both Agreements run with the land and bind successors to their terms. District 2 (MJ)

Background and Justification: The Board of County Commissioners (BCC) has delegated to the Palm Beach County Water Utilities Department Director authority to accept standard Indemnity Agreements. BCC approval is required for this non-standard Indemnity Agreement to indemnify, defend, and hold the County harmless if Property Owner is unable to utilize the privately owned wastewater facilities located on an adjacent property.

Attachments:

1. Location Map
2. Two (2) Original Indemnity Agreement with Exhibit A and B
3. One (1) Copy of Drainage, Sewer and Access Easement Agreement between Luma at West Palm Beach, LLC and CMSJR Development Group, LLC.

Recommended By: Jim Stiles Department Director 7-23-2020 Date

Approved By: Neil J. Shaw Assistant County Administrator 8/24/2020 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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>
NET FISCAL IMPACT	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</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:

[Signature] 7/21/2020
OFMB
9/1/20

[Signature] 8/5/2020
Contract Development and Control
8-4-20

B. Legal Sufficiency:

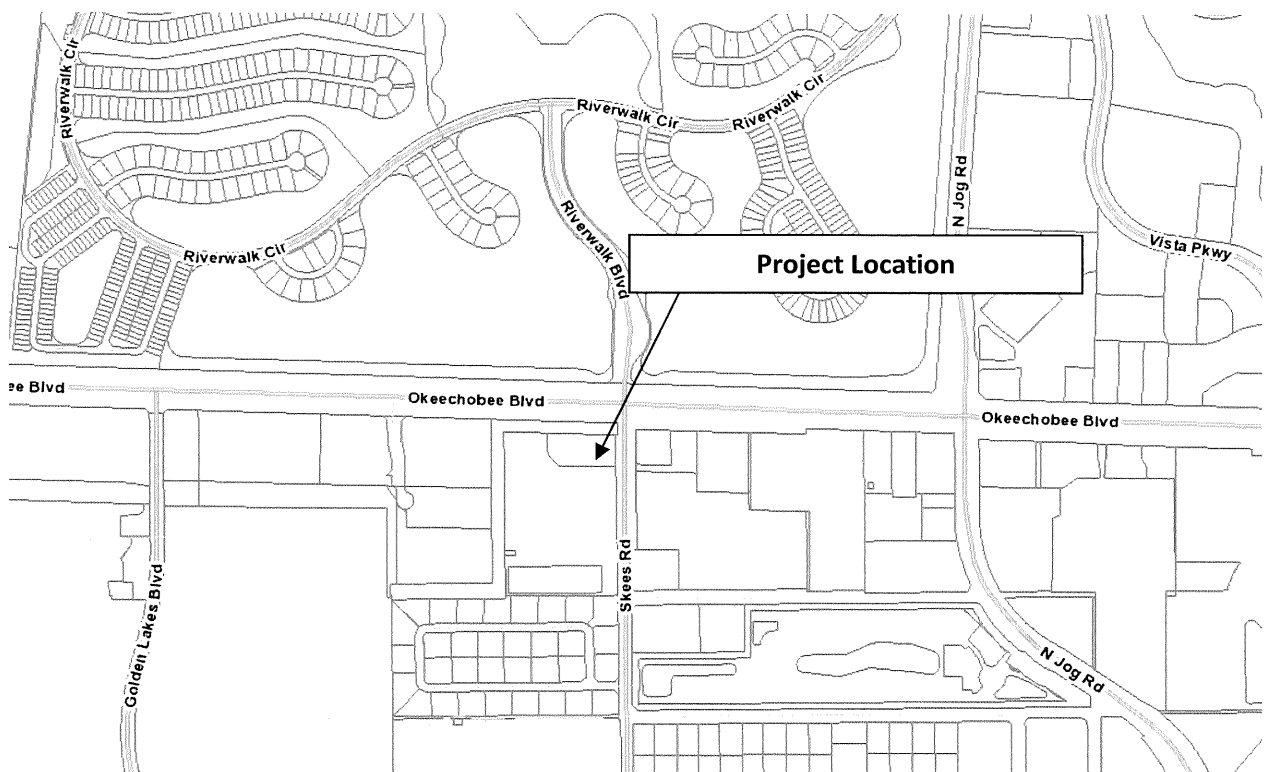
[Signature] 8/12/2020
Assistant County Attorney

C. Other Department Review:

Department Director

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

ATTACHMENT 1
Location Map



Prepared by and return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, FL 33416-6097

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2020 by and between CMSJR DEVELOPMENT GROUP, LLC, a Florida limited liability company ("Property Owner") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, Property Owner owns a certain parcel of real property more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Commercial Parcel");

WHEREAS, Property Owner is in the process of developing the Commercial Parcel and is constructing two private 6" wastewater service laterals to connect to two existing private 6" wastewater laterals from an adjacent property (as depicted on Exhibit "B" attached hereto and incorporated herein by reference and hereafter referred to as the "Private Sewer Collection System") in order to dispose of wastewater into the County's wastewater system;

WHEREAS, the Commercial Parcel is subject to that certain Drainage, Sewer and Access Easement Agreement recorded in OR Book 30648, Page 986 ("Access Agreement") and Utility Easement in favor of the Palm Beach County Water Utilities Department (the "Utility Easement"), recorded in OR Book 29209, Page 1729, all in the Public Records of Palm Beach County, Florida;

WHEREAS, the Access Agreement and Utility Easement secures the right of the Property Owner, and its successors and assigns in the ownership of the Commercial Parcel, to utilize the Private Sewer Collection System to dispose of wastewater into the County's wastewater system; and

WHEREAS, the County requires the Property Owner, its heirs, successors, legal representatives and assigns, to indemnify, defend, and hold the County harmless as set forth herein.

NOW, THEREFORE, Property Owner and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Indemnification.** Property Owner, its heirs, successors, legal representatives and assigns, hereby agrees to indemnify, defend, and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against the County by the owner of the Commercial Parcel or by any tenant or other occupant of the Commercial Parcel, as a result of or in any way connected to the inability of any such party to utilize the Private Sewer Collection System to dispose of wastewater into the County's wastewater system.

3. **Acknowledgment.** Property Owner acknowledges that, by permitting the owners of the Commercial Parcel to utilize the Private Sewer Collection System to dispose of wastewater into the County's wastewater system, the County is in no way approving the design nor the construction of the Private Sewer Collection System, nor is the County guaranteeing that the Private Sewer Collection System is properly sized to serve the wastewater disposal needs of the Commercial Parcel now or in the future.

4. **Recordation.** This Agreement shall run with the land and shall be recorded in the Public Records of Palm Beach County.

5. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

6. **Successors and Assigns.** This Agreement shall be binding upon the Property Owner and County and their respective heirs, successors, legal representatives and assigns.

7. **Waiver.** The failure of either 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.

8. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons 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.

9. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to the Property Owner at:

CMSJR DEVELOPMENT GROUP, LLC
7593 Boynton Beach Blvd., Suite 220
Boynton Beach, Fl. 33437
Attn: Charles M. Scardina, Jr.

With a copy to:

Okeechobee Project Administrator
7593 Boynton Beach Blvd., Suite 220
Boynton Beach, Fl. 33437

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
Page 2 of 7

8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

10. **Amendment and Modification.** This Agreement may only be amended modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

11. **Entirety of Agreement.** The County and the Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

12. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General'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 to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

13. **No Third-Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Property Owner.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

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

By: _____
Deputy Clerk

(SEAL)

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

By: _____
County Attorney

WITNESSES:

Print name: Elizabeth Munero

Print name: Alice Doris Rosado

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

By: _____
_____, Mayor

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Director of Water Utilities

PROPERTY OWNER:

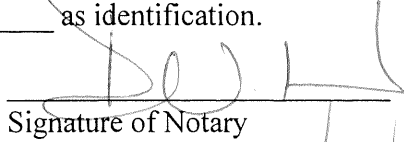
CMSJR DEVELOPMENT GROUP, LLC,
a Florida limited liability company

By: _____
Name Charles M. Scardina, Jr.
Title: Manager

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 27th day of March, 2020 by Charles M. Scardina, Jr., as Manager of CMSJR DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced as identification.


Signature of Notary

Debbie Van Schaick
Typed, Printed, or Stamped Name
of Notary

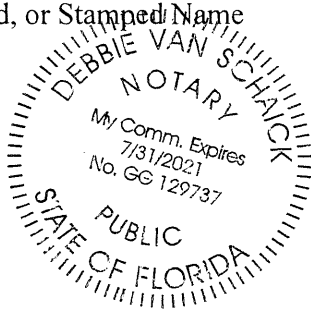
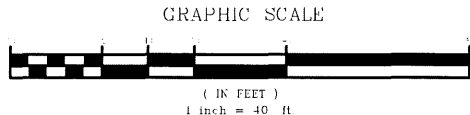
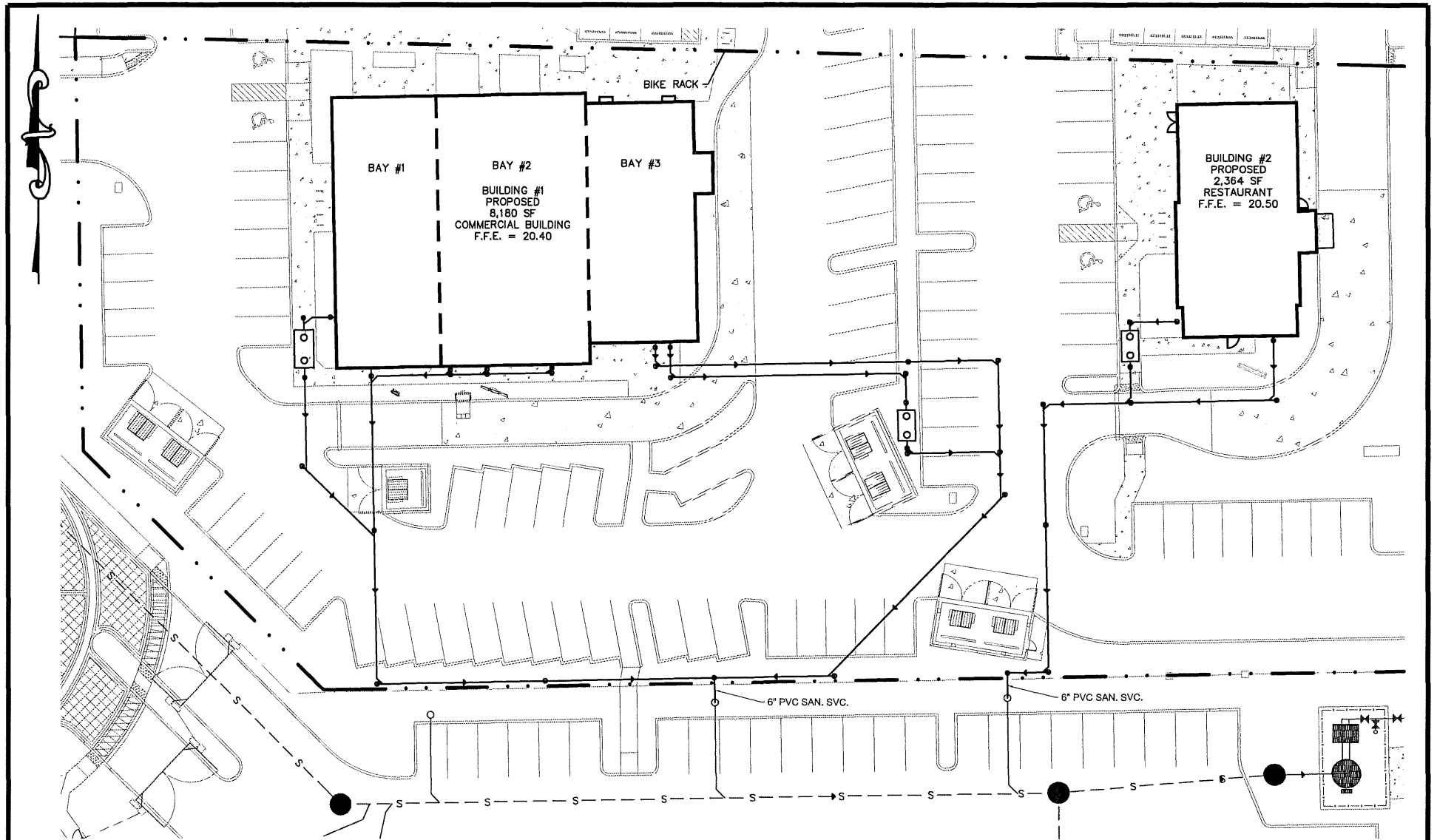


EXHIBIT A

Commercial Parcel Legal Description

PARCEL B, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA



ALL ELEVATIONS INDICATED HEREON ARE NGVD 29 VERTICAL DATUM BASED ON SURVEY PROVIDED BY:
 DAVID P. LINDLEY, PSM #5005
 CAULFIELD & WHEELER, INC. LB #3591
 7900 GLADES RD., SUITE 100
 BOCA RATON, FL 33434 TEL: (561) 392-1991

NGVD TO NAVD CONVERSION = NGVD - 1.506 FT



LDi Last Devenport, Inc.
 EB 9889
 1860 Old Okeechobee Road, Suite 504
 West Palm Beach, FL 33409
 phone (561)615-6567 fax (561)683-0872

REVISIONS	DATE	BY	CK

EXHIBIT B - PRIVATE SEWER COLLECTION SYSTEM
 FOR
OKEECHOBEE COMMERCIAL
 WEST PALM BEACH, FLORIDA

SCALE: 1" = 40'
 DATE: 3/26/20
 DESIGNED BY: SMG
 CHECKED BY: RWL
 DRAWING FILE: 16-034-EX.B

3/26/2020
 RONALD W. LAST, P.E.
 FLORIDA P.E. #38707

16-034 EXB
 SHEET 1 OF 1

Prepared by and Return to:
Mitchell A. Sherman, Esq.
7593 Boynton Beach Blvd., Suite 220
Boynton Beach, Florida 33437

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DRAINAGE, SEWER AND ACCESS EASEMENT AGREEMENT

THIS DRAINAGE, SEWER AND ACCESS EASEMENT AGREEMENT ("Agreement") is hereby entered into by and between **LUMA AT WEST PALM BEACH, LLC**, a Delaware limited liability company ("LUMA"), whose address for the purposes hereof is 7593 Boynton Beach Blvd., Suite 220, Boynton Beach, Florida 33437 and **CMSJR DEVELOPMENT GROUP, LLC**, ("CMSJR") a Florida limited liability company, whose address for the purposes hereof is 7593 Boynton Beach Blvd., Suite 220, Boynton Beach, Florida 33437.

RECITALS: This Agreement is made with reference to the following:

A. CMSJR acquired that certain parcel of land located in Palm Beach County, Florida as described in that certain Special Warranty Deed dated April 15, 2015 and recorded in Official Records Book 27464 at Page 1634 of the Public Records of Palm Beach County, Florida (the "Property"). CMSJR site planned and platted the Property for development into two components consisting of a residential and a commercial parcel as hereinafter described;

B. LUMA is the current fee simple owner of that portion of the Property consisting of an approximately 12.29+/- acre tract of land area legally described on Exhibit "A" attached hereto and made a part hereof. LUMA has constructed thereon a 245 unit multi-family rental project currently known as *Luma At West Palm Beach* (the "Multi Family Parcel");

C. CMSJR is the fee simple owner of the remaining portion of the Property consisting a tract of land contiguous to the Multi Family Parcel legally described on Exhibit "B" attached hereto and made a part hereof (the "Commercial Parcel");

D. Drainage from both the Commercial Parcel and the Multi Family Parcel flows across, through and into the water management system and lake located within the Multi Family Parcel. In addition, CMSJR and LUMA constructed a sewer and flowage system to serve both the Commercial Parcel and the Multi Family Parcel through and across the Multi Family Parcel to tie in to the existing wastewater pump and lift station ("Pump and Lift Station") currently located within the boundary of the Multi Family Parcel. LUMA and CMSJR previously granted to Palm Beach County Water Utilities Dept., a Utility Easement for such purpose as recorded in O.R. Book 29209 at Page 1729 of the Public Records of Palm Beach County, Florida.

E. In accordance with the above recitals and to ensure the continued drainage, access and sewer rights for the benefit of the Commercial Parcel, LUMA and CMSJR desire to memorialize and grant to CMSJR a continuing non-exclusive perpetual easement over and across a

portion of the Multi Family Parcel for the use and benefit of the Commercial Parcel, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated by reference as part of this Agreement.

2. **Drainage Easement.** LUMA does hereby grant, bargain, sell and convey unto CMSJR, its tenants, invitees, licensees, employees, lenders and successors and assigns, the perpetual right and easement to discharge surface storm water drainage and/or runoff from the Commercial Parcel over, upon and across that portion of the Multi Family Parcel as depicted and described on Exhibit "C" attached hereto and made a part hereof (the "Easement Area") into its existing surface water management system and existing water management tract and lake retention area. LUMA shall not materially alter the surface of the Multi Family Parcel (including those areas which lie and are situate under and across the common boundary lines including the flowage from the Commercial Parcel through, across and under the boundary wall now in place between the Multi Family and Commercial Parcels as well as the structures containing the apartment units and adjacent amenities (e.g. clubhouse, pool, etc.) or the drainage retention system if such alteration would materially affect the flow of surface water onto and through the Easement Area or from the Commercial Parcel either within the aggregate or by directing the flow of surface water to an area other than the water management tract and surface water management system now in place or designed for the Multi Family Parcel and Commercial Parcel.

3. **Access and Utility Easement.** LUMA further grants to CMSJR, a perpetual utility easement which shall permit CMSJR authority to access and the right to enter upon that limited portion of the Multi Family Parcel as is reasonably necessary at any reasonable time (with advance reasonable notice to LUMA) to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into and inspect potable water, reclaimed water, sewer and wastewater lines and appurtenant facilities and equipment, in, on, over, under and across the Easement Area in order to tie into the Pump and Lift Station, all of which shall be at CMSJR's sole cost and expense. Both LUMA and CMSJR acknowledge that the Pump and Lift Station is, and shall continue to be, fenced in for access control purposes.

4. **No Interference.** LUMA and CMSJR agree not to interfere with or, by its acts or omissions, permit the derogation of, or interfere with the enjoyment of, the other's rights and privileges granted herein. LUMA may, without the written permission of CMSJR, erect any wall, building, structure or pavement on or excavate, fill, flood or alter the Easement Area in any manner provided that such action shall not, in the reasonable opinion of CMSJR, interfere with the use by CMSJR of the rights and/or drainage easement herein granted and/or impact or violate any permit or governmental requirement for the Easement Area.

5. **Ownership of Stormwater Facilities.** CMSJR agrees that the underground stormwater pipes installed within the Multi Family Parcel ("Stormwater Facilities") and serving either the Multi Family or the Commercial Parcel shall be and remain the property of LUMA and its successors and assigns provided however that same shall not be removed unless and until both LUMA and CMSJR, in writing, in recordable form, abandon and release their right to utilize the Easement Area as herein provided. If, as, and when appropriate regulatory agencies mandate that

the Stormwater Facilities located within the Multi Family Parcel and/or the Commercial Parcel be conveyed to a municipality or county or other governmental authority or property association, the parties hereto each agree to do what is reasonably necessary in that regard to the end of fulfilling said mandate, provided that such action will not adversely affect CMSJR's use and development of the Commercial Parcel.

6. **Damage.** Any damage to the drainage easement area or storm water facilities caused by LUMA or CMSJR, or their respective agents in the exercise of its rights under this Drainage Easement shall be timely repaired and restored, at the responsible party's sole cost and expense, to preexisting condition so as to not interfere with the rights of the other parties granted herein.

7. **Boundary Wall.** There is currently constructed a boundary wall separating the Multi Family Parcel from the Commercial Parcel (the "Boundary Wall"). The Boundary Wall is located within the boundary lines of the Multi Family Parcel. Maintenance of the Boundary Wall is the joint responsibility of the owner of the Multi Family Parcel and the owner of the Commercial Parcel. Each owner shall maintain its respective side of the Boundary Wall at all times in good condition, repair and appearance. CMSJR however is granted an easement across that portion of the Multi Family Parcel adjacent to the Boundary Wall in order to construct any footers, lines or other components required in connection with its ability to maintain the utility, drainage and storm water runoff from the Commercial Parcel through and across the Multi Family Parcel for the purposes hereinabove set forth.

8. **Governing Law.** This instrument shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute arising from the terms of this Agreement, the venue shall be in Palm Beach County, Florida.

9. **Transfer of Interest.** This Agreement and the covenants and conditions herein stated shall be binding upon and inure to the benefit of the Owners of the Multi Family and Commercial Parcel's, and each of their respective successors and assigns, thereafter accruing and such party's successors and/or grantees shall be deemed to assume the covenants and obligations contained herein. In the event the Commercial Parcel is further subdivided, then each successive owner is deemed to be a party subject to the terms and conditions of this Agreement with rights and obligations arising upon acquiring fee simple ownership of the same as if said party were an original party to this Agreement. The rights granted hereunder cannot be assigned separate from the land.

10. **Modification of Agreement.** This Agreement may be canceled, changed, modified or amended in whole or in part only by a written and recorded instrument, executed by the then record fee simple owners of the Commercial Parcel and the Multi Family Parcel.

11. **Injunctive and Other Remedies.** In the event of a breach by any owner or occupant of any obligation of this Agreement, each owner shall be entitled, individually or collectively, in addition to pursuing any and all other remedies available to it at law or in equity, to obtain an injunction specifically enforcing the performance of such obligation; the owners and occupants hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach.

12. Miscellaneous.

(A) Each party agrees not to interfere with or, by its acts or omissions, permit the derogation of, or the enjoyment of, the others' rights and privileges granted hereunder. Both parties agree that it will not erect any building or structure or alter any portion of the Easement Area in any manner which may materially and negatively interfere with the exercise of each other's rights and/or the easements herein granted and in no event shall such installation interfere with or interrupt the other's use of the Easement Area.

(B) The rights set forth herein shall constitute covenants running with, and shall be appurtenant to and burden, the land affected, and shall inure to and be for the benefit of the parties, the Commercial Parcel and the Multi Family Parcel, the owners thereof and their respective successors and assigns, and shall inure to the benefit of their respective tenants, subtenants, and mortgagees in possession.

(C) The rule of strict construction does not apply to this instrument. This instrument shall be given reasonable construction so that the intention of conveying to the other a commercially useable right to the Easement Area is carried out.

(D) Each party hereby reserves for itself, the right to install underground utility services for water, sewer, drainage, electric, telephone and telecommunications below their respective parcels and through and across the Easement Area, including, without limitation, the right to install, construct, operate, maintain, repair, replace any lines, facilities or systems required for such utility services, with the further right to grant such easement and related rights to particular utility services or providers, provided the same is done in such a manner as to not unreasonably interfere with the rights of the other party as provided for herein.

(E) In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, at trial, appellate and post judgment proceedings. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof; and the Easement Area shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(F) This Agreement may not be terminated or modified in any way except by means of an instrument executed by the owners of the parcels affected hereby.

(G) The rights set forth within this Agreement shall constitute covenants running with the land, and shall be appurtenant to the Multi Family Parcel and the Commercial Parcel.

[EXECUTION PAGES ATTACHED]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned, duly authorized officer(s) or manager(s) as of this 30th day of May, 2019.

Signed, sealed and delivered in the presence of:

LUMA AT WEST PALM BEACH, LLC
a Del. Limited liability company by Luma Communities, LLC, Manager, a Fl. Limited liability company

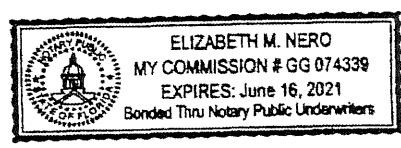
Betty Violante
Witness: Betty Violante

[Signature]
By: Charles M. Scardina, Jr., Manager of Luma Communities, LLC

[Signature]
Witness: Debbie Van Schaack

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of May, 2019 by Charles M. Scardina, Jr. Manager of Luma Communities, LLC, a Fl. Limited liability company, manager of Luma At West Palm Beach, LLC, a Delaware limited liability company on behalf of the company. He is [] personally known to me or [] has produced as identification.



[Signature]
Notary Public-State of Florida

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned, duly authorized officer(s) or manager(s) as of this 30th day of May, 2019.

Betty Violante
Witness: Betty Violante
[Signature]
Witness: Debbie Van Schaick

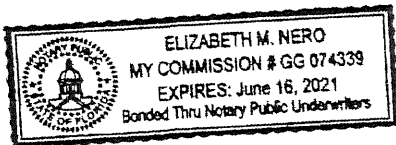
CMSJR DEVELOPMENT GROUP, LLC
A Florida limited liability company

[Signature]
By: Charles M. Scardina, Jr., Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of May, 2019 by Charles M. Scardina, Jr. Manager of CMSJR Development Group, LLC, a Florida limited liability company on behalf of the company. He is [] personally known to me or [] has produced _____ as identification.



[Signature]
Notary Public-State of Florida

EXHIBIT 'A'

File No.: **NCS-952376-SLC1 (jh)**

Property: **7100 Okeechobee Boulevard, West Palm Beach, FL**

PARCEL "A" AND "WATER MANAGEMENT TRACT", OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A.P.N. 74-42-43-28-54-001-0000 and 74-42-43-28-54-023-0000

EXHIBIT "B"
LEGAL DESCRIPTION:

COMMERCIAL PARCEL B

PARCEL B, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF TRACT 22, BLOCK 1, PALM BEACH FARMS CO. PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL B, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N00°56'53"W ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL B, A DISTANCE OF 70.05 FEET TO A POINT OF INTERSECTION WITH A LINE 70.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID PARCEL B; THENCE N88°45'30"W ALONG SAID PARALLEL LINE, A DISTANCE OF 405.09 FEET; THENCE S00°57'27"E, A DISTANCE OF 68.12 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, CENTRAL ANGLE OF 11°10'39"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 1.95 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF PARCEL A OF SAID OKEECHOBEE COMMONS PLAT; THENCE S88°45'30"E ALONG SAID NORTH LINE OF PARCELS A AND B, A DISTANCE OF 404.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,971 SQUARE FEET/0.6421 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

TOTAL CONTAINING 97,518 SQUARE FEET OR 2.2387 ACRES, MORE OR LESS.

EXHIBIT "C"
EASEMENT AREA DESCRIPTION

EXHIBIT A**DESCRIPTION:**

BEING A PORTION OF PARCEL A AND A PORTION OF THE WATER MANAGEMENT TRACT, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, ALONG THE NORTH LINE OF SAID PARCEL A, SOUTH 88°58'53" WEST, A DISTANCE OF 82.29 FEET; TO THE POINT OF BEGINNING OF THE 12 FOOT DRAINAGE EASEMENT LYING 6.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF 12 FOOT DRAINAGE EASEMENT;

THENCE, DEPARTING SAID NORTH LINE, ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES, SOUTH 01°53'10" EAST, A DISTANCE OF 116.68 FEET; THENCE SOUTH 00°46'49" EAST, A DISTANCE OF 198.00 FEET; THENCE SOUTH 08°20'19" EAST, A DISTANCE OF 215.76 FEET; THENCE SOUTH 11°19'41" WEST, A DISTANCE OF 133.65 FEET; THENCE SOUTH 88°36'49" WEST, A DISTANCE OF 559.98 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE OF 12 FOOT DRAINAGE EASEMENT.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 12 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, PROPERTY LINES AND RIGHTS-OF-WAY OF RECORD.

SAID LANDS SITUATE SECTION 28, TOWNSHIP 43 SOUTH, RANGE 42 EAST, IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 14,688 SQUARE FEET OR 0.3372 ACRES, MORE OR LESS.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 88°58'53" EAST ALONG THE NORTH LINE OF PARCEL A, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 3, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

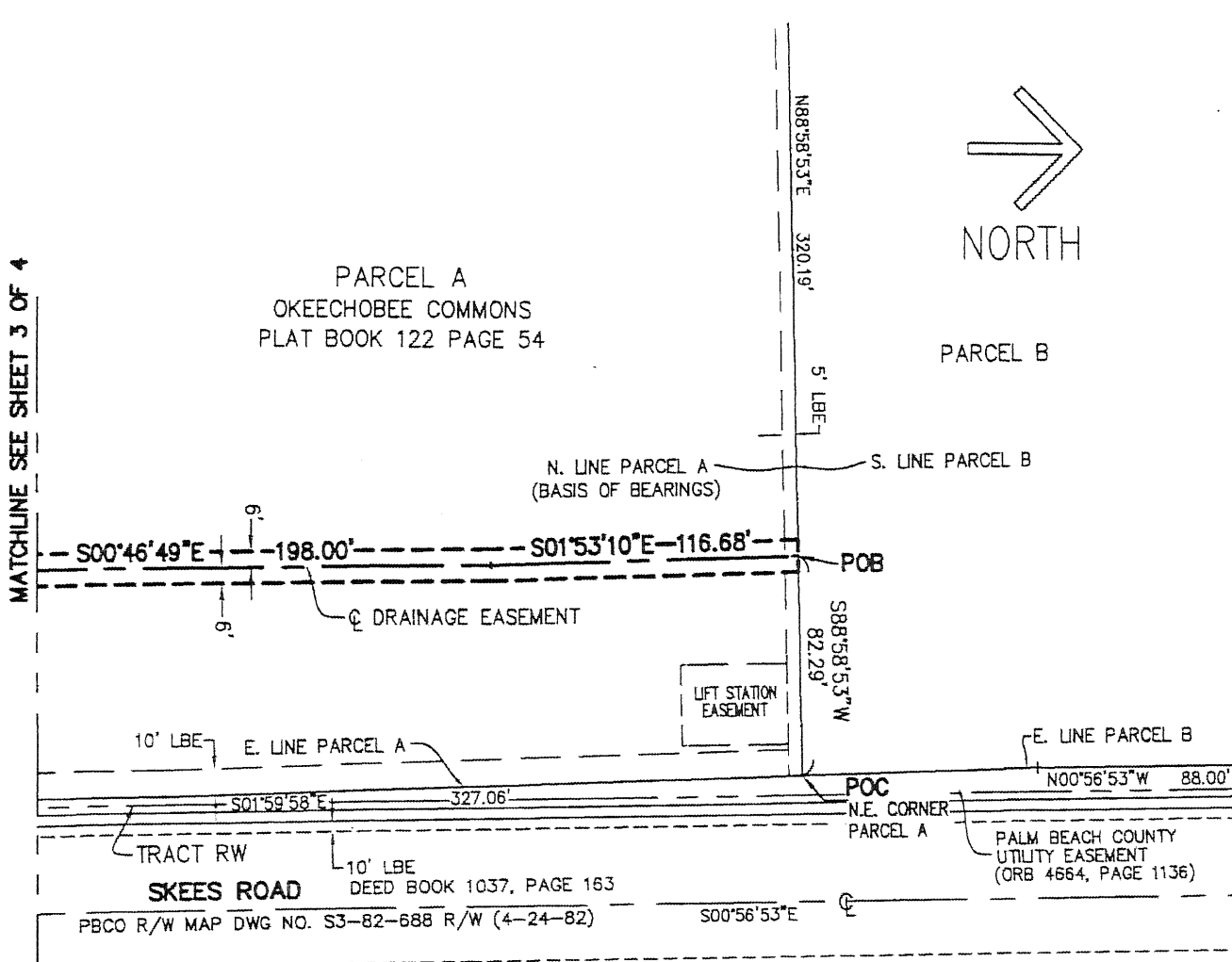
DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	04/03/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	6967-DE

**OKEECHOBEE COMMONS
12' DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**

EXHIBIT A

MATCHLINE SEE SHEET 3 OF 4

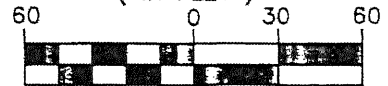


LEGEND:

- DE DRAINAGE EASEMENT
- FPL FLORIDA POWER & LIGHT
- LB LICENSED BUSINESS
- LBE LANDSCAPE BUFFER EASEMENT
- L.W.D.D. LAKE WORTH DRAINAGE DISTRICT
- ORB OFFICIAL RECORD BOOK
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PG(S) PAGE (S)
- R/W RIGHT-OF WAY

GRAPHIC SCALE

(IN FEET)



SCALE 1 INCH = 60 FEET

SHEET 2 OF 4

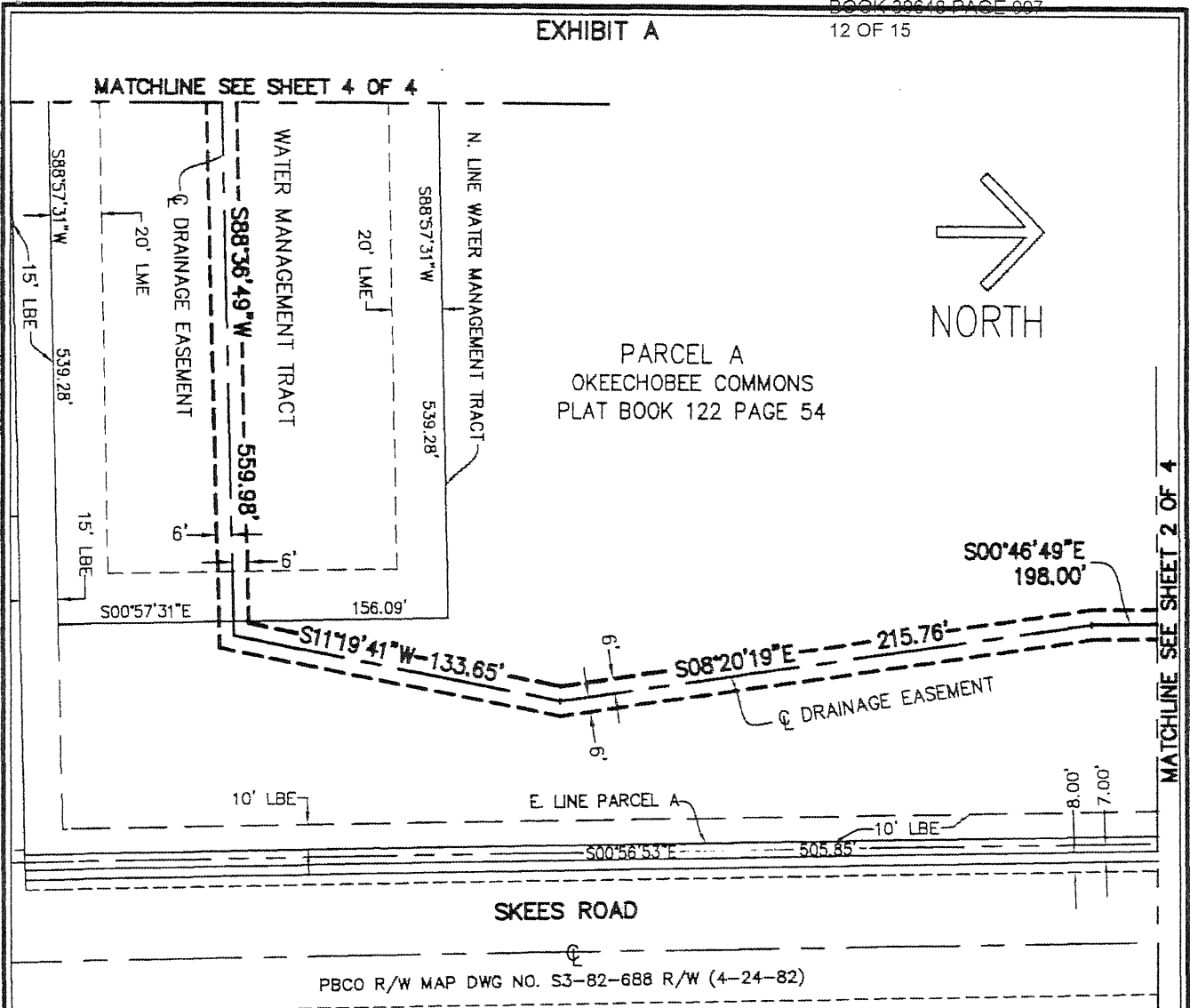


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**OKEECHOBEE COMMONS
 12' DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

DATE	04/03/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	AS SHOWN
JOB NO.	6967-DE

EXHIBIT A



PARCEL A
 OKEECHOBEE COMMONS
 PLAT BOOK 122 PAGE 54

MATCHLINE SEE SHEET 2 OF 4

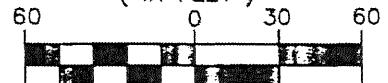
SKEES ROAD

PBCO R/W MAP DWG NO. S3-82-688 R/W (4-24-82)

LEGEND:


- DE DRAINAGE EASEMENT
- LB LICENSED BUSINESS
- LBE LANDSCAPE BUFFER EASEMENT
- L.W.D.D. LAKE WORTH DRAINAGE DISTRICT
- ORB OFFICIAL RECORD BOOK
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- PG(S) PAGE (S)
- R/W RIGHT-OF WAY

GRAPHIC SCALE
 (IN FEET)

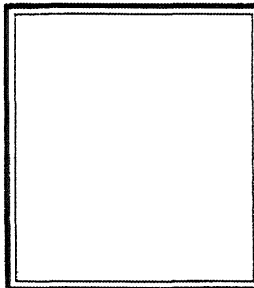


SCALE 1 INCH = 60 FEET

SHEET 3 OF 4

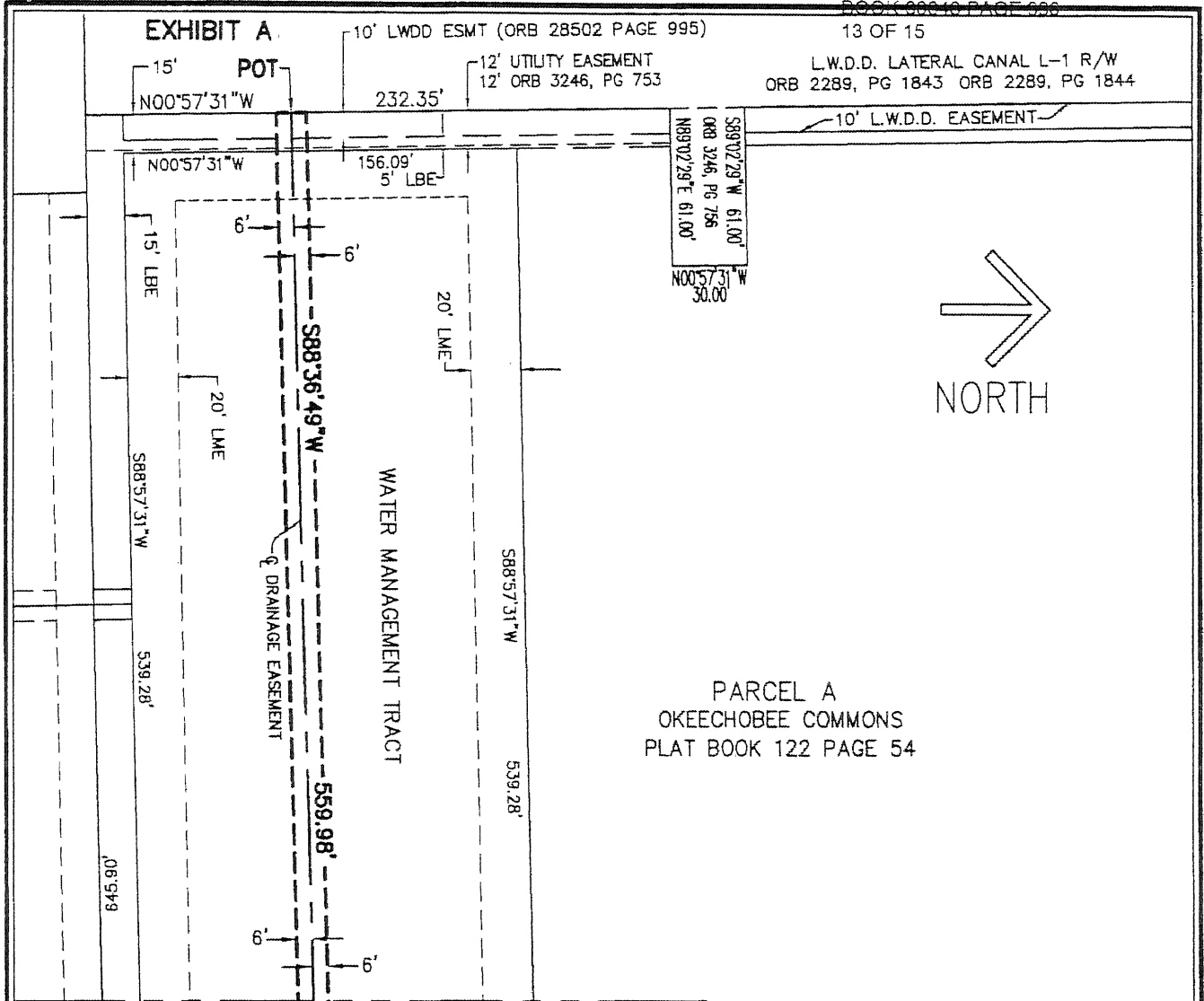


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DATE	04/03/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	AS SHOWN
JOB NO.	6967-DE

OKEECHOBEE COMMONS
 12' DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION



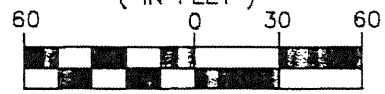
PARCEL A
OKEECHOBEE COMMONS
PLAT BOOK 122 PAGE 54

LEGEND: MATCHLINE SEE SHEET 3 OF 4

- DE DRAINAGE EASEMENT
- LB LICENSED BUSINESS
- LBE LANDSCAPE BUFFER EASEMENT
- L.W.D.D. LAKE WORTH DRAINAGE DISTRICT
- ORB OFFICIAL RECORD BOOK
- PB PLAT BOOK
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- PG(S) PAGE (S)
- R/W RIGHT-OF WAY

GRAPHIC SCALE

(IN FEET)

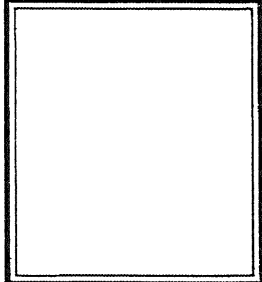


SCALE 1 INCH = 60 FEET

SHEET 4 OF 4

CAULFIELD & WHEELER, INC.
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OKEECHOBEE COMMONS
12' DRAINAGE EASEMENT
SKETCH OF DESCRIPTION



DATE	04/03/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	AS SHOWN
JOB NO.	6967-DE

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF PARCEL A, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE, ALONG THE NORTH LINE OF SAID PARCEL A, SOUTH 88°58'53" WEST, A DISTANCE OF 42.01 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 01°06'10" EAST, A DISTANCE OF 19.41 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE LIFT STATION EASEMENT AS SHOWN ON SAID PLAT OF OKEECHOBEE COMMONS AND THE POINT OF BEGINNING;

THENCE, ALONG SAID NORTH LINE OF LIFT STATION EASEMENT, SOUTH 00°56'53" EAST, A DISTANCE OF 20.05 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 85°10'02" WEST, A DISTANCE OF 63.98 FEET; THENCE SOUTH 89°02'29" WEST, A DISTANCE OF 191.15 FEET; THENCE NORTH 00°57'31" WEST, A DISTANCE OF 43.51 FEET TO A POINT OF INTERSECTION WITH AFORESAID NORTH LINE OF PARCEL A; THENCE, ALONG SAID NORTH LINE, NORTH 88°58'53" EAST, A DISTANCE OF 12.00 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°57'31" EAST, A DISTANCE OF 23.52 FEET; THENCE NORTH 89°02'29" EAST, A DISTANCE OF 74.97 FEET; THENCE NORTH 00°57'31" WEST, A DISTANCE OF 23.60 FEET TO A POINT OF INTERSECTION WITH AFORESAID NORTH LINE OF PARCEL A; THENCE, ALONG SAID NORTH LINE, NORTH 88°58'53" EAST, A DISTANCE OF 12.00 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°57'31" EAST, A DISTANCE OF 23.61 FEET; THENCE NORTH 89°02'29" EAST, A DISTANCE OF 70.85 FEET; THENCE NORTH 00°57'31" WEST, A DISTANCE OF 23.69 FEET TO A POINT OF INTERSECTION WITH AFORESAID NORTH LINE OF PARCEL A; THENCE, ALONG SAID NORTH LINE, NORTH 88°58'53" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 00°57'31" EAST, A DISTANCE OF 23.70 FEET; THENCE NORTH 89°02'29" EAST, A DISTANCE OF 8.66 FEET; THENCE NORTH 85°10'02" EAST, A DISTANCE OF 64.66 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE SECTION 28, TOWNSHIP 43 SOUTH, RANGE 42 EAST, IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 6,952 SQUARE FEET OR 0.1366 ACRES, MORE OR LESS.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 88°58'53" EAST ALONG THE NORTH LINE OF PARCEL A, OKEECHOBEE COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 122, PAGE 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON APRIL 3, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.
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 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	04/03/19
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	6967-SE

**OKEECHOBEE COMMONS
 SEWER EASEMENT
 SKETCH OF DESCRIPTION**

