

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No <u>X</u>		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:					
Fund _____	Department _____	Unit _____	Object _____	Program _____	

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

There is no fiscal impact associated with this item.

C. Department Fiscal Review:

S. Neary

III. REVIEW COMMENTS

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

Shirley Monte 7/21/21
OFMB OAA 7-21-21

John J. Jaworski 8/2/21
Contract Development & Control 8-2-21 TJD

B. Legal Sufficiency:

[Signature] For Scott Stone 8/3/21
Assistant County Attorney

C. Other Department Review:

Department Director

R21-062

Return To:
Tracy Logue, Coastal Geologist
Palm Beach County
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS AND STAGING

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2021 between the City of Boynton Beach, whose mailing address is 100 East Ocean Avenue, Boynton Beach, FL 33435 (“Grantor”), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, (“Grantee”), both being herein referred to collectively as the “parties,” for the sole purpose of providing construction access and staging for the OCEAN RIDGE SHORE PROTECTION PROJECTS and the SOUTH LAKE WORTH INLET MAINTENANCE DREDGING PROJECTS (“Projects”).

1. **Grant of Easement.** In consideration of the mutual benefits to be derived from the Projects, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains, and conveys to the Grantee, its subcontractors, agents and employees, a construction staging and access easement on, over, under, through and across the three separate parcels described in Exhibit “A,” attached hereto and incorporated herein (“the Easement Premises”). This instrument is further subject to all easements, restrictions, covenants, conditions, limitations, and reservations of record, if any.
2. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor’s successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees, members, and Grantee and its subcontractors, agents, and employees any access rights to the Easement Premises or access to the beach from the Grantor’s property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.
3. **Grantee’s Use.** The Easement Premises may be used by Grantee, its subcontractors, agents, or employees solely for the purpose of providing access during and only during periods of construction or maintenance associated with the Projects. For purposes of this Easement, staging is defined as the storage of equipment or supplies in support of the Projects. The parties acknowledge that it may be necessary to remove obstructions from the Easement Premises and this may include removing vegetation, pruning vegetation, and removing fencing or any other obstacles within the Easement Premises. In the event the Grantee’s use of the Easement Premises, as defined herein, frustrates or interferes with the Grantor’s conducting its business or the public’s activities, the parties will work cooperatively to identify a new Easement Premises in a location suitable for the Grantee’s use in accordance with this Easement. Any amendment to the Easement Premises pursuant to this paragraph shall be signed by both parties, and recorded in the Official Public Records of Palm Beach County.
4. **Grantee’s Obligations.** Grantee shall obtain all permits and approvals required by all applicable governmental entities. Grantee shall safeguard and maintain the Easement Premises and its immediate environs throughout the term of the Projects. Any damage caused by Grantee or its agents or employees to the surface or sub-surface portion of the Easement Premises or any property of the Grantor or others located therein shall be repaired by the Grantee in a workmanlike manner satisfactory to the Grantor. Such repair work may include, but is not limited to, placing sod on the easement area and re-routing any existing irrigation lines and repaving. Grantee shall use its best efforts to restore the easement area no later than three months after the completion of each Project event requiring construction access in support of the Project. Generally, construction work associated with the Projects will commence on or about November 1 and may continue through

April 30 of the following year; construction access will be required during that period.

Grantee shall provide Grantor with sixty (60) days prior written notification of Grantee's desire to enter onto the Easement Premises. For ongoing maintenance associated with the Projects and/or emergency projects, the Grantee may request to enter onto the Easement Premises without the full sixty (60) days prior written notification, subject to Grantor's written approval.

5. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents or employees under this Agreement.

6. Term. This Agreement shall be effective upon execution by both parties and shall continue through October 31, 2045, except as set forth in this section and in section 16 below. The rights and Easement granted herein shall automatically terminate October 31, 2045, unless sooner terminated. Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party. However, in the event the Grantee is currently occupying the Easement Premises for the Projects at the time the Grantee receives such notice from the Grantor, this Agreement shall not be terminated until the work on the current Project is completed, but no later than sixty (60) days following notification by the Grantor. Either party may thereafter record a memorandum or notice of termination.

7. Subordination of Rights. The Easement hereby granted is subject and subordinate to Grantor's right to enter and work upon the Easement Premises.

8. Insurance. Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Grantee acknowledges that it is a political subdivision of the State subject to the limitations of S.768.28 F.S. as amended. Grantee shall maintain a fiscally sound and prudent liability program with regard to its obligations under this Agreement. Should Grantee contract with a third party to provide any services related to this Agreement, Grantee shall require third party to provide at least the following insurance:

- a. Commercial General Liability with minimum limits of \$500,000 per occurrence and to endorse Grantee and Grantor as Additional Insureds.
- b. Workers' Compensation in accordance with Chapter 440 F.S., with coverage for Employer's Liability.
- c. Business Automobile Liability with minimum limits of \$500,000 each accident.
- d. Grantor shall be named as Additional Insured.

9. Indemnification. Each party shall be liable for its own actions and negligence, and, to the extent permitted under S.768.28 F.S., Grantee shall indemnify, defend, and hold harmless Grantor against any actions, claims, or damages arising out of Grantee's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in S.768.28 F.S., 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.

10. Grantor's Representations. Grantor represents and warrants that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; Grantor has the full right, power, and authority to grant this Easement, and all other rights granted hereunder to Grantee and that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. If any person shall seek to set aside this Easement or to nullify the rights granted hereunder based upon an alleged superior right in the Easement Premises, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to Grantee the rights and interest granted hereunder.

11. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantor to the terms of this Agreement. Any person executing this Agreement and representing Grantee hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantee to the terms of this Agreement.

12. Assignment. The County may assign the Agreement to another governmental entity for the purpose of construction access and staging in accordance with this Agreement, subject to the prior

written approval of the Grantor.

13. Prohibited Acts by Grantee. With the sole exception of the Easement Premises, Grantee, its agents and employees shall not enter on, over, under, through, or across any other portion of Grantor's property for access to or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any unauthorized portion of Grantor's property damaged or destroyed and/or impairment thereto caused by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises. Grantee shall promptly remove, on a daily basis, any unauthorized debris resulting from Grantee's work on the Easement Premises.

14. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting its property and Easement Premises from impending damage or loss due to wind, seas, storms, or other forces of nature in the event that Grantee is unwilling or unable to undertake such actions for any reason including lack of funding. In the event the National Hurricane Center issues a tropical storm warning or watch, or a hurricane warning or watch, affecting the Easement Premises, the Grantee shall secure or remove all its property located in or on the Easement Premises.

15. Governing Law and Venue. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. This Agreement shall be governed by the laws of the State of Florida.

16. Modification. This instrument shall not be modified or terminated except by written agreement signed by Grantor and Grantee.

17. Binding Effect. The covenants contained in this instrument, including all benefits and burdens, are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns.

18. No Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers or render them liable for the debts or obligations of the other.

19. Recordation. This instrument shall be recorded in the Public Records of Palm Beach County, Florida.

20. Termination. It is understood and agreed by the parties that the rights granted herein shall automatically terminate on October 31, 2045.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Signed, Sealed, and Delivered in the presence of:

GRANTOR:
CITY OF BOYNTON BEACH, A
FLORIDA MUNICIPAL CORPORATION

Crystal A. Gibson
Witness

By: Steven B. Grant
Steven B. Grant, Mayor

Crystal Gibson
Name - Typed or Printed

Tammy L. Stanzione
Witness
Tammy L. Stanzione

Name - Typed or Printed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Office of the City Attorney



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of JUNE, 2021 by Steven B. Grant, as Mayor on behalf of the City of Boynton Beach, a Florida municipal corporation, and who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 17th day of JUNE, 2021.



SHAYLA S. ELLIS
Commission # HH 001281
Expires September 19, 2024
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Printed Name: SHAYLA ELLIS

My Commission Expires: 09/19/2024

HH 001281
Notary Commission Number

ATTEST:

GRANTEE:

JOSEPH ABRUZZO
Clerk of the Circuit Court & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Scott A. Stone
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

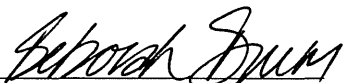
By: 
Deborah Drum, Director
Environmental Resources Management

EXHIBIT "A"

SKETCH OF DESCRIPTIONS


WITHIN THE SOUTH 986.93 FEET OF GOV. LOT 5 LYING EAST OF AND
ADJACENT TO STATE ROAD A1A (OCEAN BLVD.) a.k.a. OCEANFRONT PARK
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH, AND ANY REPRODUCTION THEREOF, IS NOT VALID WITHOUT AN ORIGINAL OR VERIFIED DIGITAL SIGNATURE AND SEAL OF A FLORIDA REGISTERED SURVEYOR. ADDITIONALLY, THIS SURVEY IS NOT VALID IF PRINTED BEARING A DIGITAL SIGNATURE AND SEAL.
3. ANY ADDITION OR DELETIONS TO THIS SKETCH BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. OTHER THAN THOSE SHOWN ON THIS SKETCH, NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED FOR EASEMENTS, ENCUMBRANCES OR OTHER INSTRUMENTS OF RECORD WHICH MAY AFFECT THIS PARCEL OF LAND.
5. THE EASEMENT LEGAL DESCRIPTIONS SHOWN HERON WERE PREPARED UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
6. THE LEGAL DESCRIPTION AND DEEDS FOR THE PARENT TRACT WERE PROVIDED BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND REFERENCED TO FDOT RIGHT OF WAY MAP OF STATE ROAD A1A, SECTION No. 93060-2510.
8. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO CREATE TWO TEMPORARY CONSTRUCTION ACCESSES AND ONE TEMPORARY CONSTRUCTION STAGING AREA WITHIN THE CITY OF BOYNTON BEACH OCEANFRONT PARK.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

CERTIFICATION:

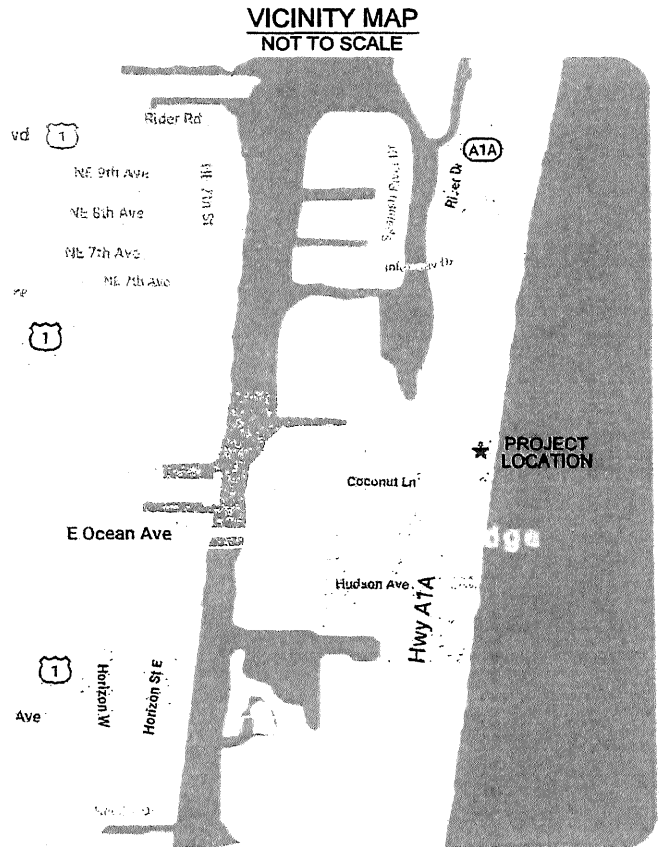
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 8/23/19. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.



KENNETH C. JACKSON, P.E.M. - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
GOV.	GOVERNMENT
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PBC	PALM BEACH COUNTY
P.B.C.R.	PALM BEACH COUNTY RECORDS
PBCPA	PALM BEACH COUNTY PROPERTY APPRAISER
PG(S)	PAGE(S)
R.	RANGE
S.	SECTION
S'LY	SOUTHERLY
S.R.	STATE ROAD
T.	TOWNSHIP
TYP	TYPICAL



THIS IS NOT A SURVEY



DRAWING: OCEANFRONT PARK EASEMENTS.dwg		DRAWN BY: BL	
SCALE: N/A	DATE: 8/26/19	JOB No.: 19-870	CHECKED BY: KCJ
REV:		SHEET 1 OF 6	

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435



EXHIBIT "A"

THIS IS NOT A SURVEY

LEGAL DESCRIPTION - CONSTRUCTION ACCESS EASEMENT NORTH

A TEMPORARY CONSTRUCTION ACCESS EASEMENT OVER AND ACROSS THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 1110, PAGE 679 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID CERTAIN PARCEL, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS N84°21'36"W A DISTANCE OF 983.03 FEET THROUGH A CENTRAL ANGLE OF 0°34'13" A DISTANCE OF 9.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY AND SAID ARC THROUGH A CENTRAL ANGLE OF 0°55'58" A DISTANCE OF 16.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY S84°42'30"E A DISTANCE OF 80.42 FEET TO A POINT ON A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°20'29" AND A RADIUS OF 44.45 FEET A DISTANCE OF 52.24 FEET; THENCE N89°36'30"E A DISTANCE OF 32.02 FEET; THENCE N44°56'10"E A DISTANCE OF 38.39 FEET; THENCE S86°57'08"E A DISTANCE OF 96.54 FEET; THENCE N04°11'42"E A DISTANCE OF 33.54 FEET; THENCE N86°46'06"W A DISTANCE OF 76.82 FEET; THENCE S85°20'01"W A DISTANCE OF 138.55 FEET; THENCE N84°42'30"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 8,628.89 SQUARE FEET (0.198AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

LEGAL DESCRIPTION - CONSTRUCTION ACCESS EASEMENT SOUTH

A TEMPORARY CONSTRUCTION ACCESS EASEMENT OVER AND ACROSS THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 1110, PAGE 677 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, THENCE N21°36'52"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 102.49 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY S68°23'08"E A DISTANCE OF 50.59 FEET; THENCE N21°42'43"E A DISTANCE OF 25.00 FEET; THENCE N68°23'08"W A DISTANCE OF 50.63 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY; THENCE S21°36'52"W ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 1,265.22 SQUARE FEET (0.029AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

LEGAL DESCRIPTION - STAGING AREA EASEMENT

A TEMPORARY CONSTRUCTION STAGING AREA EASEMENT OVER AND ACROSS THOSE CERTAIN PARCELS OF LAND AS DESCRIBED IN DEED BOOK 1110, PAGE 677 HEREINAFTER REFERRED TO AS PARCEL "A" AND DEED BOOK 988 PAGE 30 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED PARCEL "A", SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, N21°36'52"E A DISTANCE OF 102.49 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED CONSTRUCTION ACCESS EASEMENT SOUTH; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE S68°23'08"E ALONG THE SOUTHERLY LINE OF SAID CONSTRUCTION ACCESS EASEMENT SOUTH A DISTANCE OF 21.98 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE ALONG THE ARC OF A CURVE WITH A CENTRAL ANGLE OF 177°55'56" AND A RADIUS OF 5.82 FEET A DISTANCE OF 18.07 FEET; THENCE N70°27'11"W A DISTANCE OF 13.42 FEET; THENCE S21°24'06"W A DISTANCE OF 76.79 FEET; THENCE S18°30'09"W A DISTANCE OF 64.27 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°28'27" AND A RADIUS OF 815.00 FEET A DISTANCE OF 77.87 FEET; THENCE S76°02'41"E A DISTANCE OF 62.53 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE WHOSE RADIUS POINT BEARS S76°02'41"E A DISTANCE OF 870.00 FEET THROUGH A CENTRAL ANGLE OF 4°59'44" A DISTANCE OF 75.86 FEET; THENCE N18°57'03"E A DISTANCE OF 59.30 FEET; THENCE N19°52'35"E A DISTANCE OF 80.32 FEET; THENCE N68°05'43"W A DISTANCE OF 14.83 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°30'46" AND A RADIUS OF 5.06 FEET A DISTANCE OF 7.99 FEET; THENCE N21°42'43"E A DISTANCE OF 1.93 FEET TO THE SOUTHEASTERLY CORNER OF SAID CONSTRUCTION ACCESS EASEMENT SOUTH; THENCE N68°23'08"W ALONG THE SOUTHERLY LINE OF SAID CONSTRUCTION ACCESS EASEMENT SOUTH A DISTANCE OF 28.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 13,950.29 SQUARE FEET (0.320AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.


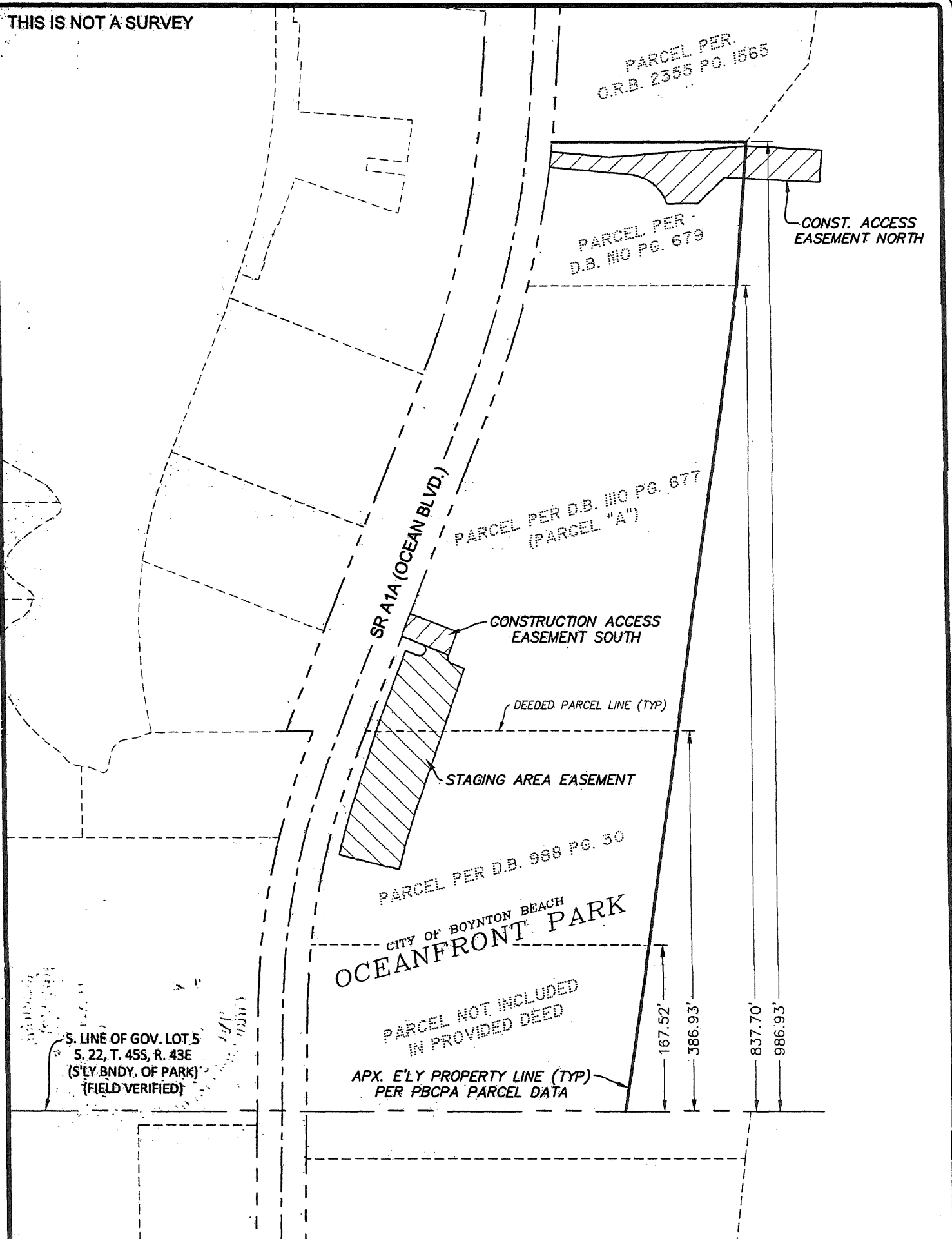
	DRAWING: OCEANFRONT PARK EASEMENTS.dwg		DRAWN BY: BL
	SCALE: N/A	DATE: 8/26/19	JOB No.: 19-870
	REV:		CHECKED BY: KCJ
			SHEET 2 OF 6
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324		SITE OWNER / ADDRESS CITY of BOYNTON BEACH OCEANFRONT PARK 6415 N OCEAN BLVD. OCEAN RIDGE, FL 33435	

EXHIBIT "A"

THIS IS NOT A SURVEY



TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg		DRAWN BY: BL	
SCALE: 1" = 120'	DATE: 8/26/19	JOB No.: 19-870	CHECKED BY: KCJ
REV:			SHEET 3 OF 6

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
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OCEAN RIDGE, FL 33435

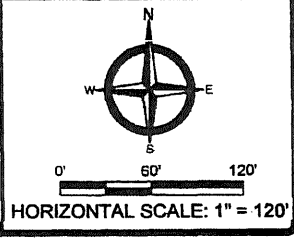
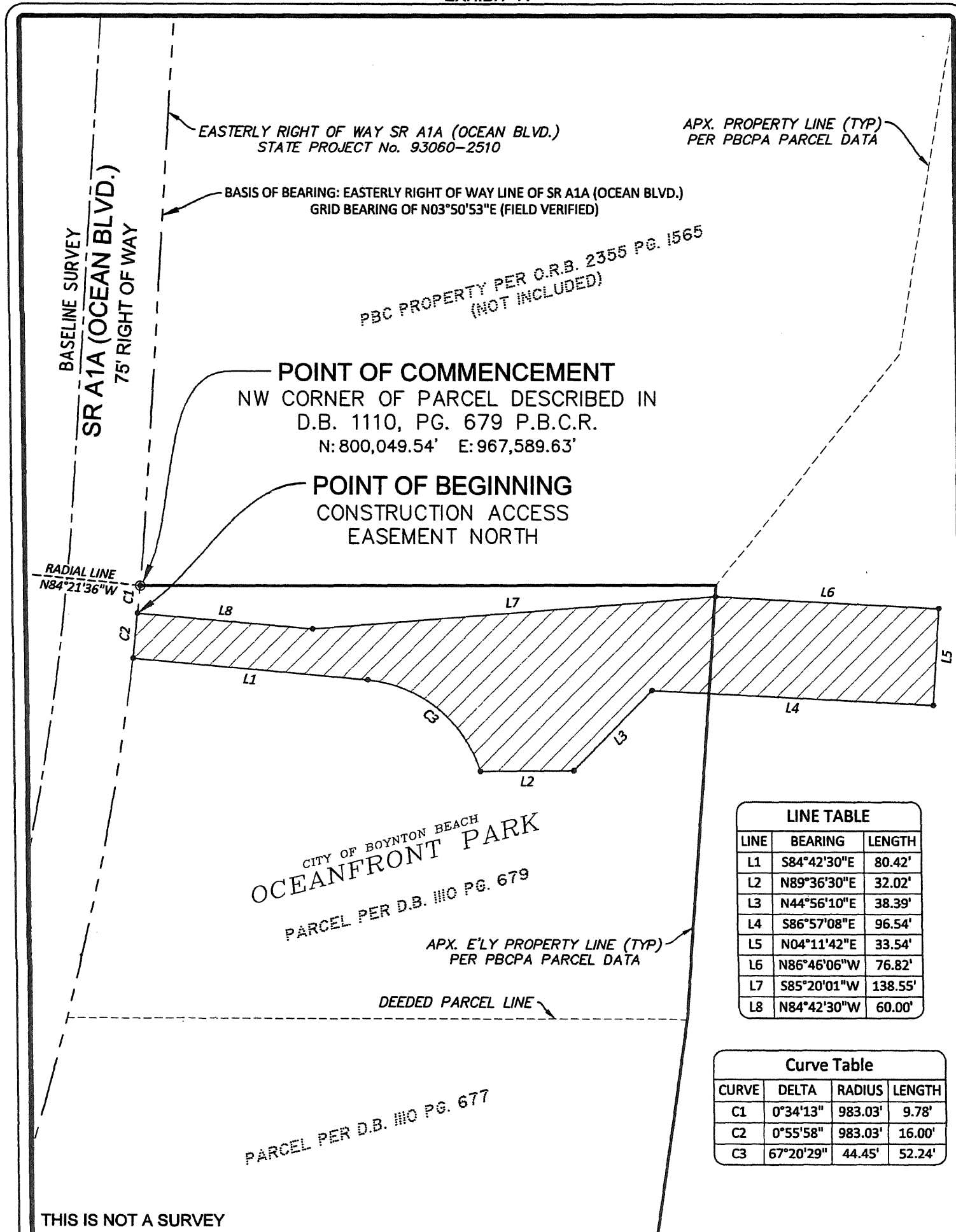


EXHIBIT "A"



EASTERLY RIGHT OF WAY SR A1A (OCEAN BLVD.)
STATE PROJECT No. 93060-2510

APX. PROPERTY LINE (TYP)
PER PBCPA PARCEL DATA

BASIS OF BEARING: EASTERLY RIGHT OF WAY LINE OF SR A1A (OCEAN BLVD.)
GRID BEARING OF N03°50'53"E (FIELD VERIFIED)

PBC PROPERTY PER O.R.B. 2355 PG. 1565
(NOT INCLUDED)

POINT OF COMMENCEMENT
NW CORNER OF PARCEL DESCRIBED IN
D.B. 1110, PG. 679 P.B.C.R.
N: 800,049.54' E: 967,589.63'

POINT OF BEGINNING
CONSTRUCTION ACCESS
EASEMENT NORTH

RADIAL LINE
N84°21'36"W

CITY OF BOYNTON BEACH
OCEANFRONT PARK
PARCEL PER D.B. 1110 PG. 679

APX. E'LY PROPERTY LINE (TYP)
PER PBCPA PARCEL DATA

DEEDED PARCEL LINE

PARCEL PER D.B. 1110 PG. 677

LINE TABLE

LINE	BEARING	LENGTH
L1	S84°42'30"E	80.42'
L2	N89°36'30"E	32.02'
L3	N44°56'10"E	38.39'
L4	S86°57'08"E	96.54'
L5	N04°11'42"E	33.54'
L6	N86°46'06"W	76.82'
L7	S85°20'01"W	138.55'
L8	N84°42'30"W	60.00'

Curve Table

CURVE	DELTA	RADIUS	LENGTH
C1	0°34'13"	983.03'	9.78'
C2	0°55'58"	983.03'	16.00'
C3	67°20'29"	44.45'	52.24'

THIS IS NOT A SURVEY

	DRAWING: OCEANFRONT PARK EASEMENTS.dwg		DRAWN BY: BL
	SCALE: 1" = 40'	DATE: 8/26/19	JOB No.: 19-870
	REV:		CHECKED BY: KCJ
			SHEET 4 OF 6

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435

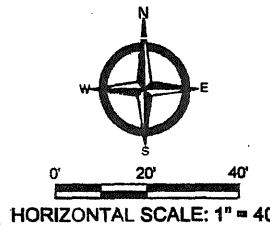


EXHIBIT "A"

THIS IS NOT A SURVEY

PARCEL PER
D.B. 1110 PG. 677
(PARCEL "A")

EASTERLY RIGHT OF WAY
SR A1A (OCEAN BLVD.)
STATE PROJECT
No. 93060-2510

POINT OF BEGINNING
CONSTRUCTION ACCESS
EASEMENT SOUTH

BASELINE SURVEY
SR A1A (OCEAN BLVD.)
75' RIGHT OF WAY

BASIS OF BEARING: EASTERLY RIGHT OF WAY LINE OF SR A1A (OCEAN BLVD.)
GRID BEARING OF N21°36'52"E (FIELD VERIFIED)

POINT OF COMMENCEMENT
SW CORNER OF PARCEL DESCRIBED IN
D.B. 1110 PG. 677 P.B.C.R. (PARCEL "A")
N: 799,449.330' E: 967,392.648'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°36'52"E	102.49'
L2	S68°23'08"E	50.59'
L3	N21°42'43"E	25.00'
L4	N68°23'08"W	50.63'
L5	S21°36'52"W	25.00'

DEEDED PARCEL
LINE (TYP)

PARCEL PER D.B. 988 PG. 30

CITY OF BOYNTON BEACH
OCEANFRONT PARK

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg

DRAWN BY: BL

SCALE: 1" = 40'

DATE: 8/26/19

JOB No.: 19-870

CHECKED BY: KCJ

REV:

SHEET 5 OF 6

PREPARED BY:

TERRAQUATIC, INC

1220 TANGELO TERR, UNIT A12

DELRAY BEACH, FL 33444

TELEPHONE: (561) 806-6085

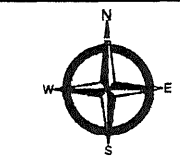
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS

CITY of BOYNTON BEACH
OCEANFRONT PARK

6415 N OCEAN BLVD.

OCEAN RIDGE, FL 33435



0' 20' 40'

HORIZONTAL SCALE: 1" = 40'

EXHIBIT "A"

THIS IS NOT A SURVEY

PARCEL PER
D.B. 1110 PG. 677
(PARCEL "A")

EASTERLY RIGHT OF WAY
SR A1A (OCEAN BLVD.)
STATE PROJECT
No. 93060-2510

POINT OF BEGINNING
STAGING AREA EASEMENT

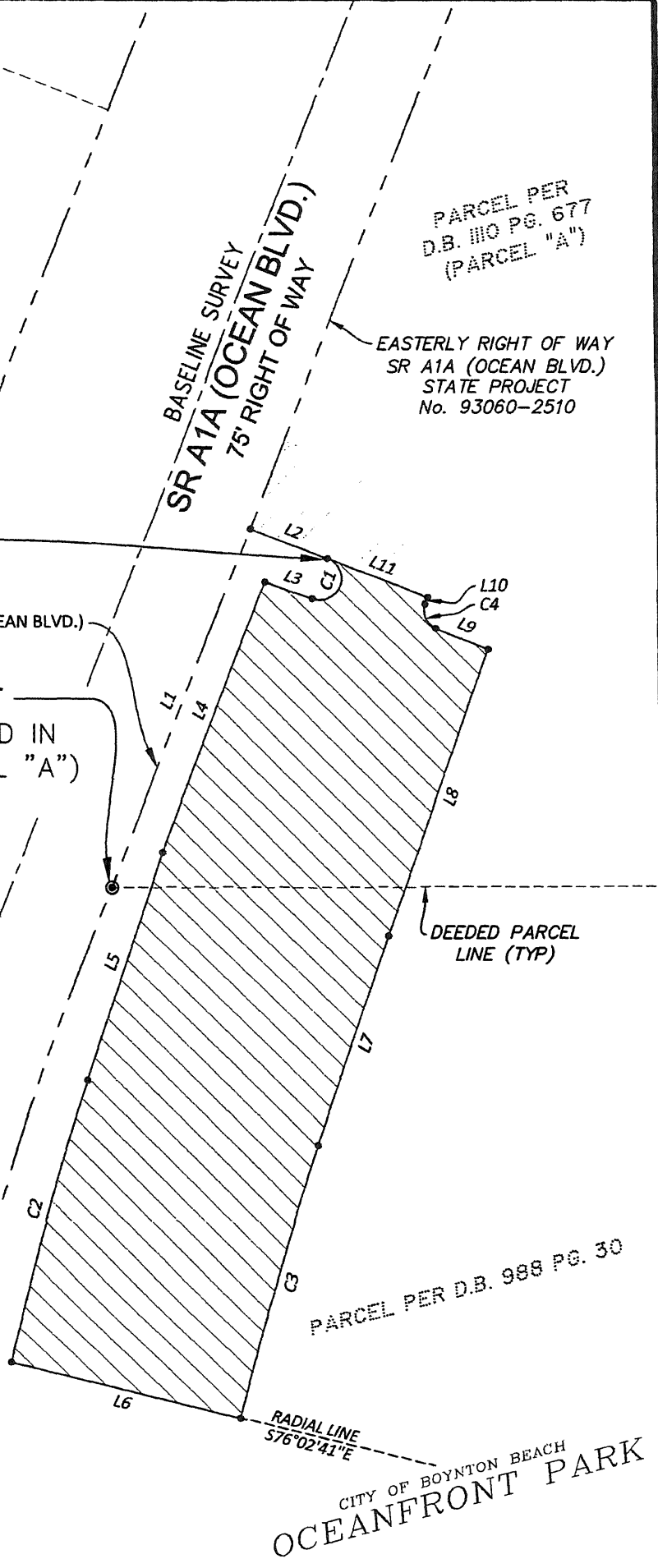
BASIS OF BEARING: EASTERLY RIGHT OF WAY LINE OF SR A1A (OCEAN BLVD.)
GRID BEARING OF N21°36'52"E (FIELD VERIFIED)

POINT OF COMMENCEMENT

SW CORNER OF PARCEL DESCRIBED IN
D.B. 1110 PG. 677 P.B.C.R. (PARCEL "A")
N: 799,449.330' E: 967,392.648'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°36'52"E	102.49'
L2	S68°23'08"E	21.98'
L3	N70°27'11"W	13.42'
L4	S21°24'06"W	76.79'
L5	S18°30'09"W	64.27'
L6	S76°02'41"E	62.53'
L7	N18°57'03"E	59.30'
L8	N19°52'35"E	80.32'
L9	N68°05'43"W	14.83'
L10	N21°42'43"E	1.93'
L11	N68°23'08"W	28.61'

Curve Table			
CURVE	DELTA	RADIUS	LENGTH
C1	177°55'56"	5.82'	18.07'
C2	5°28'27"	815.00'	77.87'
C3	4°59'44"	870.00'	75.86'
C4	90°30'46"	5.06'	7.99'



PARCEL PER D.B. 988 PG. 30

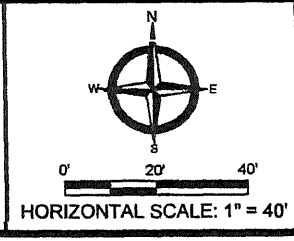
CITY OF BOYNTON BEACH
OCEANFRONT PARK

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg		DRAWN BY: BL	
SCALE: 1" = 40'	DATE: 8/26/19	JOB No.: 19-870	CHECKED BY: KCJ
REV:		SHEET 6 OF 6	

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435



Return To:
 Tracy Logue, Coastal Geologist
 Palm Beach County
 Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, FL 33411-2743

R2019-1460

TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS AND STAGING

THIS EASEMENT AGREEMENT is made this ___ day SEP 10 2019, 2019 between the City of Boynton Beach, whose mailing address is 3301 Quantum Boulevard, Suite 101, Boynton Beach, FL 33426 ("Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, ("Grantee"), both being herein referred to collectively as the "parties", for the sole purpose of providing construction access and staging for the OCEAN RIDGE SHORE PROTECTION PROJECT ("the Project").

1. **Grant of Easement.** In consideration of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains, and conveys to the Grantee, its subcontractors, agents and employees, a temporary construction access and staging easement on, over, under, through and across the three separate parcels described in Exhibit "A," attached hereto and incorporated herein ("the Easement Premises") for construction access and staging purposes. This instrument is further subject to all easements, restrictions, covenants, conditions, limitations, and reservations of record, if any.
2. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the temporary limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor's successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees, members, and Grantee and its subcontractors, agents, and employees any access rights to the Easement Premises or access to the beach from the Grantor's property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.
3. **Grantee's Use.** The Easement Premises may be used by Grantee, its subcontractors, agents, or employees solely for the purpose of providing access and staging during and only during periods of construction or maintenance associated with the Project. For purposes of this Easement, staging is defined as the temporary storage of equipment or supplies in support of the Project. The parties acknowledge that it may be necessary to remove obstructions from the Easement Premises and this may include removing vegetation, pruning vegetation, and removing fencing or any other obstacles within the Easement Premises.
4. **Grantee's Obligations.** Grantee shall obtain all permits and approvals required by all applicable governmental entities. Grantee shall safeguard and maintain the Easement Premises and its immediate environs throughout the term of the Project. Any and all damage caused by Grantee or its agents or employees to the surface or sub-surface portion of the Easement Premises or any property of the Grantor or others located therein shall be repaired timely by the Grantee in a workmanlike manner satisfactory to the Grantor. Such repair work may include, but is not limited to, placing sod on the easement area and re-routing any existing irrigation lines and repaving. Grantee will use best efforts to restore the easement area no later than three months after the completion of each nourishment event requiring construction access in support of the Project. Generally, construction work associated with the Project will commence on or about November 1st through February 28th of the following year; construction access and staging will be required during that period.

Grantee shall provide Grantor with thirty (30) days prior written notification of Grantee's desire to enter onto the Easement Premises.

5. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents or employees under this Agreement.

6. Term. This Agreement shall be effective upon execution by both parties and shall continue for twenty-four (24) months. The rights and Easement granted herein shall automatically terminate twenty-four (24) months from the date of its commencement. Either party may thereafter record a memorandum or notice of termination.

7. Subordination of Rights. The Easement hereby granted is subject and subordinate to: (i) the easements granted in and by any Declaration recorded or to be recorded by Grantor and any such amendments to the Declaration hereinafter enacted; and (ii) Grantor's right to enter and work upon the Easement Premises.

8. Insurance. Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Grantee acknowledges that it is a political subdivision of the State subject to the limitations of 768.28 FS as amended. Grantee shall maintain a fiscally sound and prudent liability program with regard to its obligations under this Agreement. Should Grantee contract with a third-party to provide any services related to this Agreement, Grantee shall require third-party to provide at least the following insurance:

- a. Commercial General Liability with minimum limits of \$500,000 per occurrence and to endorse Grantee and Grantor as Additional Insureds
- b. Workers' Compensation in accordance with Chapter 440 FS, with coverage for Employer's Liability.
- c. Business Automobile Liability with minimum limits of \$500,000 each accident.
- d. Grantor shall be named as additional insured.

9. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under S.768.28 F.S., Grantee shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of Grantee's negligence in connection with this Agreement, and shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of Grantor's negligence in connection with this Agreement. The foregoing indemnification 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.

10. Grantor's Representations. Grantor represents and warrants that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; Grantor has the full right, power, and authority to grant this Easement, and all other rights granted hereunder to Grantee and that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. If any person shall seek to set aside this Easement or to nullify the rights granted hereunder based upon an alleged superior right in the Easement Premises, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to Grantee the rights and interest granted hereunder.

11. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantor to the terms of this Agreement. Any person executing this Agreement and representing Grantee hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantee to the terms of this Agreement.

12. Assignment. The Grantee may assign the Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Agreement.

13. Prohibited Acts by Grantee. With the sole exception of the Easement Premises, Grantee, its agents and employees shall not enter on, over, under, through, or across any other portion of

Grantor's property for access to staging or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any unauthorized portion of Grantor's property damaged or destroyed and/or impairment thereto caused by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune without the prior consent of Grantor and which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises. Grantee shall promptly remove, on a daily basis, any unauthorized debris resulting from Grantee's work on the Easement Premises.

14. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting its property including the dune and Easement Premises from impending damage or loss due to wind, seas, storms, or other forces of nature in the event that Grantee is unwilling or unable to undertake such actions for any reason including lack of funding.

15. Governing Law and Venue. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. This Agreement shall be governed by the laws of the State of Florida.

16. Modification. This instrument shall not be modified or terminated except by written agreement signed by Grantor and Grantee.

17. Binding Effect. The covenants contained in this instrument, including all benefits and burdens, are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns.

18. No Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers or render them liable for the debts or obligations of the other.

19. Recordation. This instrument shall be recorded in the Public Records of Palm Beach County, Florida.

20. Termination. It is understood and agreed by the parties that the rights granted herein shall automatically terminate twenty-four (24) months from the date of its commencement which is the date the parties to this Easement Agreement executes it.

21. Tropical Event. In the event the National Hurricane Center issues a Tropical Storm Warning or Watch or a Hurricane Warning or Watch which affects the easement premises, Grantee shall remove all equipment from the easement premises.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Signed, Sealed, and Delivered
in the presence of:

[Signature]
Witness

SHAYLA ELLIS
Name - Typed or Printed

[Signature]
Witness
Tammy L. Stanzione

Tammy L. Stanzione
Name - Typed or Printed

GRANTOR:
City of Boynton Beach
By: [Signature]

Steven B. Grant
Name - Typed or Printed

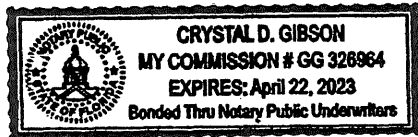
Mayor
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of September 2019 by Steven B. Grant, as Authorized Signatory of the City of Boynton Beach and who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 11th day of September 2019.

[Signature]
Notary Public, State of Florida



My Commission Expires: 4/22/2023

Printed Name: Crystal Gibson
GG 326964
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: [Signature]
Clerk
Deputy Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

GRANTEE: R2019 1460
SEP 10 2019
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Mack Bernard, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Deborah Drum, Director

EXHIBIT "A"

SKETCH OF DESCRIPTIONS


WITHIN THE SOUTH 986.93 FEET OF GOV. LOT 5 LYING EAST OF AND
ADJACENT TO STATE ROAD A1A (OCEAN BLVD.) a.k.a. OCEANFRONT PARK
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA

NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH, AND ANY REPRODUCTION THEREOF, IS NOT VALID WITHOUT AN ORIGINAL OR VERIFIED DIGITAL SIGNATURE AND SEAL OF A FLORIDA REGISTERED SURVEYOR. ADDITIONALLY, THIS SURVEY IS NOT VALID IF PRINTED BEARING A DIGITAL SIGNATURE AND SEAL.
3. ANY ADDITION OR DELETIONS TO THIS SKETCH BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. OTHER THAN THOSE SHOWN ON THIS SKETCH, NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED FOR EASEMENTS, ENCUMBRANCES OR OTHER INSTRUMENTS OF RECORD WHICH MAY AFFECT THIS PARCEL OF LAND.
5. THE EASEMENT LEGAL DESCRIPTIONS SHOWN HERON WERE PREPARED UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
6. THE LEGAL DESCRIPTION AND DEEDS FOR THE PARENT TRACT WERE PROVIDED BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND REFERENCED TO FDOT RIGHT OF WAY MAP OF STATE ROAD A1A, SECTION No. 93060-2510.
8. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO CREATE TWO TEMPORARY CONSTRUCTION ACCESSES AND ONE TEMPORARY CONSTRUCTION STAGING AREA WITHIN THE CITY OF BOYNTON BEACH OCEANFRONT PARK.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

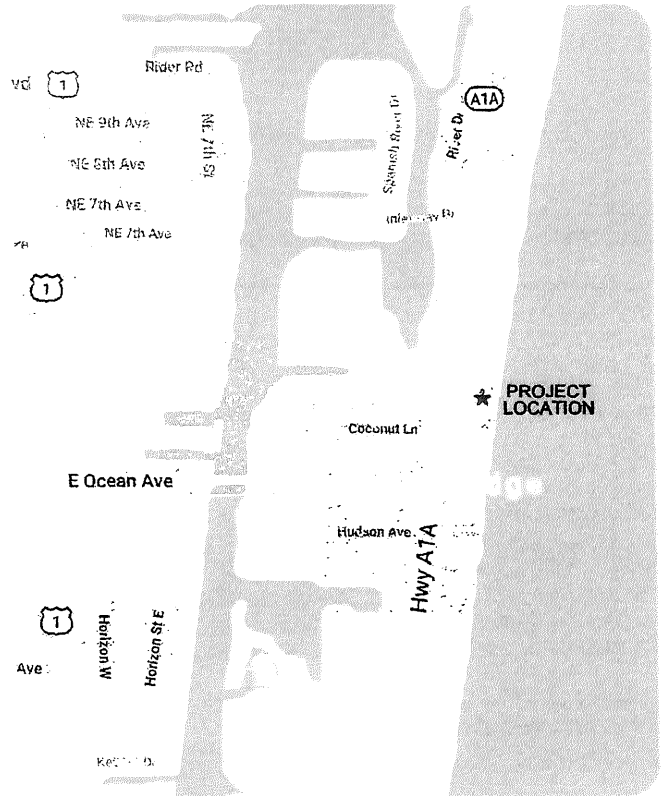
CERTIFICATION:

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 8/23/19. 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 SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.



KENNETH C. JACKSON, P.E.M. - FLORIDA REGISTRATION NUMBER 4549

**VICINITY MAP
NOT TO SCALE**



ABBREVIATIONS:

- | | |
|----------|--------------------------------------|
| APX. | APPROXIMATE |
| CONST. | CONSTRUCTION |
| D.B. | DEED BOOK |
| E'LY | EASTERLY |
| GOV. | GOVERNMENT |
| No. | NUMBER |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PBC | PALM BEACH COUNTY |
| P.B.C.R. | PALM BEACH COUNTY RECORDS |
| PBCPA | PALM BEACH COUNTY PROPERTY APPRAISER |
| PG(S) | PAGE(S) |
| R. | RANGE |
| S. | SECTION |
| S'LY | SOUTHERLY |
| S.R. | STATE ROAD |
| T. | TOWNSHIP |
| TYP | TYPICAL |

THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg			DRAWN BY: BL
SCALE: N/A	DATE: 8/26/19	JOB No.: 19-870	CHECKED BY: KCJ
REV:			SHEET 1 OF 6

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435



EXHIBIT "A"

LEGAL DESCRIPTION - CONSTRUCTION ACCESS EASEMENT NORTH

THIS IS NOT A SURVEY

A TEMPORARY CONSTRUCTION ACCESS EASEMENT OVER AND ACROSS THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 1110, PAGE 679 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID CERTAIN PARCEL, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS N84°21'36"W A DISTANCE OF 983.03 FEET THROUGH A CENTRAL ANGLE OF 0°34'13" A DISTANCE OF 9.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY AND SAID ARC THROUGH A CENTRAL ANGLE OF 0°55'58" A DISTANCE OF 16.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY S84°42'30"E A DISTANCE OF 80.42 FEET TO A POINT ON A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°20'29" AND A RADIUS OF 44.45 FEET A DISTANCE OF 52.24 FEET; THENCE N89°36'30"E A DISTANCE OF 32.02 FEET; THENCE N44°56'10"E A DISTANCE OF 38.39 FEET; THENCE S86°57'08"E A DISTANCE OF 96.54 FEET; THENCE N04°11'42"E A DISTANCE OF 33.54 FEET; THENCE N86°46'06"W A DISTANCE OF 76.82 FEET; THENCE S85°20'01"W A DISTANCE OF 138.55 FEET; THENCE N84°42'30"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 8,628.89 SQUARE FEET (0.198AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

LEGAL DESCRIPTION - CONSTRUCTION ACCESS EASEMENT SOUTH

A TEMPORARY CONSTRUCTION ACCESS EASEMENT OVER AND ACROSS THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED BOOK 1110, PAGE 677 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, THENCE N21°36'52"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 102.49 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY S68°23'08"E A DISTANCE OF 50.59 FEET; THENCE N21°42'43"E A DISTANCE OF 25.00 FEET; THENCE N68°23'08"W A DISTANCE OF 50.63 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY; THENCE S21°36'52"W ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 1,265.22 SQUARE FEET (0.029AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

LEGAL DESCRIPTION - STAGING AREA EASEMENT

A TEMPORARY CONSTRUCTION STAGING AREA EASEMENT OVER AND ACROSS THOSE CERTAIN PARCELS OF LAND AS DESCRIBED IN DEED BOOK 1110, PAGE 677 HEREINAFTER REFERRED TO AS PARCEL "A" AND DEED BOOK 988 PAGE 30 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 22, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED PARCEL "A", SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, N21°36'52"E A DISTANCE OF 102.49 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED CONSTRUCTION ACCESS EASEMENT SOUTH; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE S68°23'08"E ALONG THE SOUTHERLY LINE OF SAID CONSTRUCTION ACCESS EASEMENT SOUTH A DISTANCE OF 21.98 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE ALONG THE ARC OF A CURVE WITH A CENTRAL ANGLE OF 177°55'56" AND A RADIUS OF 5.82 FEET A DISTANCE OF 18.07 FEET; THENCE N70°27'11"W A DISTANCE OF 13.42 FEET; THENCE S21°24'06"W A DISTANCE OF 76.79 FEET; THENCE S18°30'09"W A DISTANCE OF 64.27 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°28'27" AND A RADIUS OF 815.00 FEET A DISTANCE OF 77.87 FEET; THENCE S76°02'41"E A DISTANCE OF 62.53 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE; THENCE ALONG THE ARC OF SAID CURVE WHOSE RADIUS POINT BEARS S76°02'41"E A DISTANCE OF 870.00 FEET THROUGH A CENTRAL ANGLE OF 4°59'44" A DISTANCE OF 75.86 FEET; THENCE N18°57'03"E A DISTANCE OF 59.30 FEET; THENCE N19°52'35"E A DISTANCE OF 80.32 FEET; THENCE N68°05'43"W A DISTANCE OF 14.83 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°30'46" AND A RADIUS OF 5.06 FEET A DISTANCE OF 7.99 FEET; THENCE N21°42'43"E A DISTANCE OF 1.93 FEET TO THE SOUTHEASTERLY CORNER OF SAID CONSTRUCTION ACCESS EASEMENT SOUTH; THENCE N68°23'08"W ALONG THE SOUTHERLY LINE OF SAID CONSTRUCTION ACCESS EASEMENT SOUTH A DISTANCE OF 28.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 13,950.29 SQUARE FEET (0.320AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.


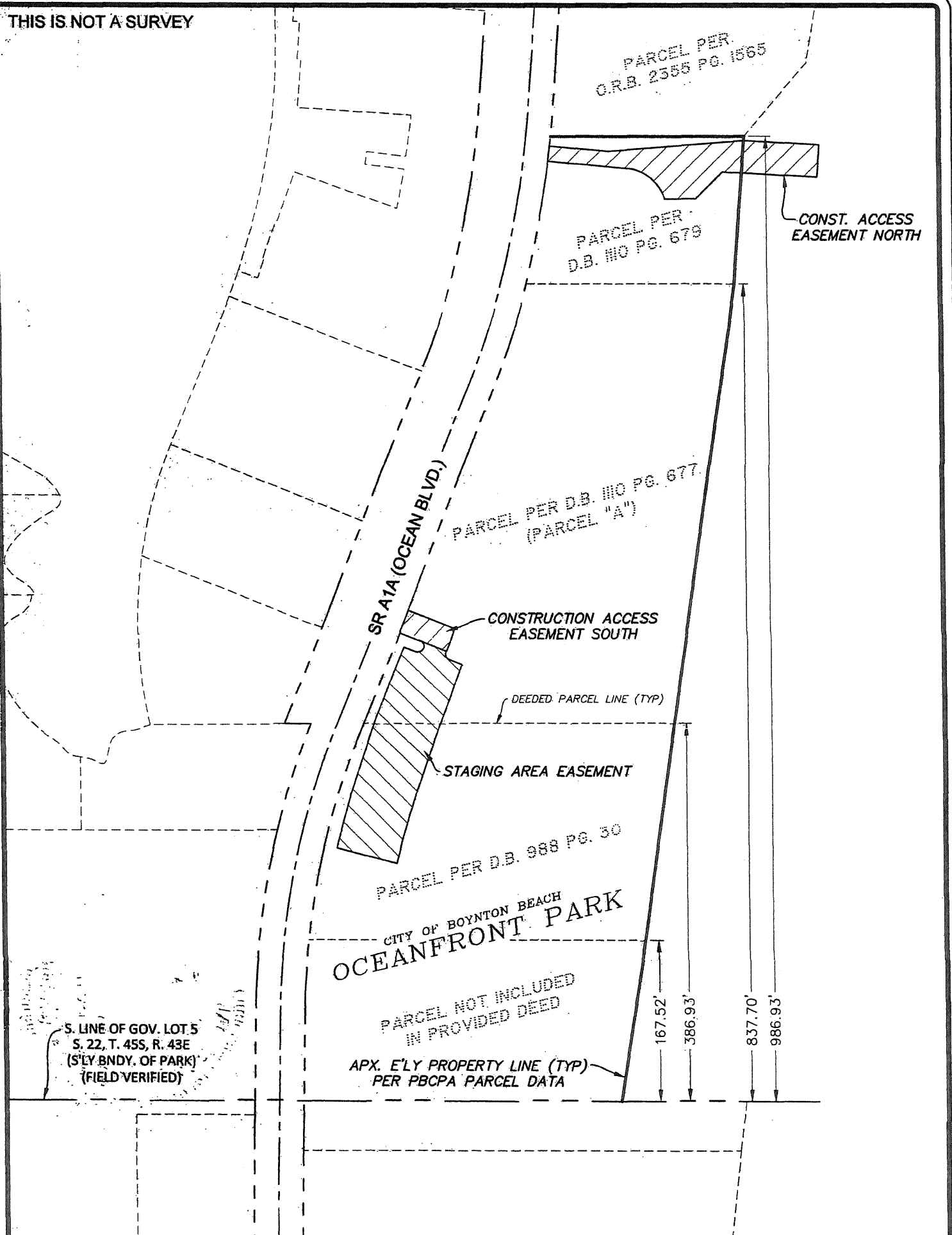
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	SCALE: N/A	DATE: 8/26/19	JOB No.: 19-870	CHECKED BY: KCJ
	REV:			SHEET 2 OF 6
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	SITE OWNER / ADDRESS CITY of BOYNTON BEACH OCEANFRONT PARK 6415 N OCEAN BLVD. OCEAN RIDGE, FL 33435			

EXHIBIT "A"

THIS IS NOT A SURVEY



TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg
SCALE: 1" = 120' DATE: 8/26/19 JOB No.: 19-870
REV:

DRAWN BY: BL
CHECKED BY: KCJ
SHEET 3 OF 6

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435

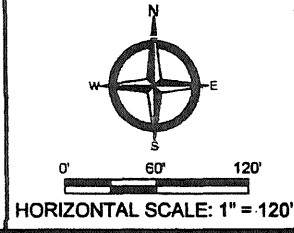
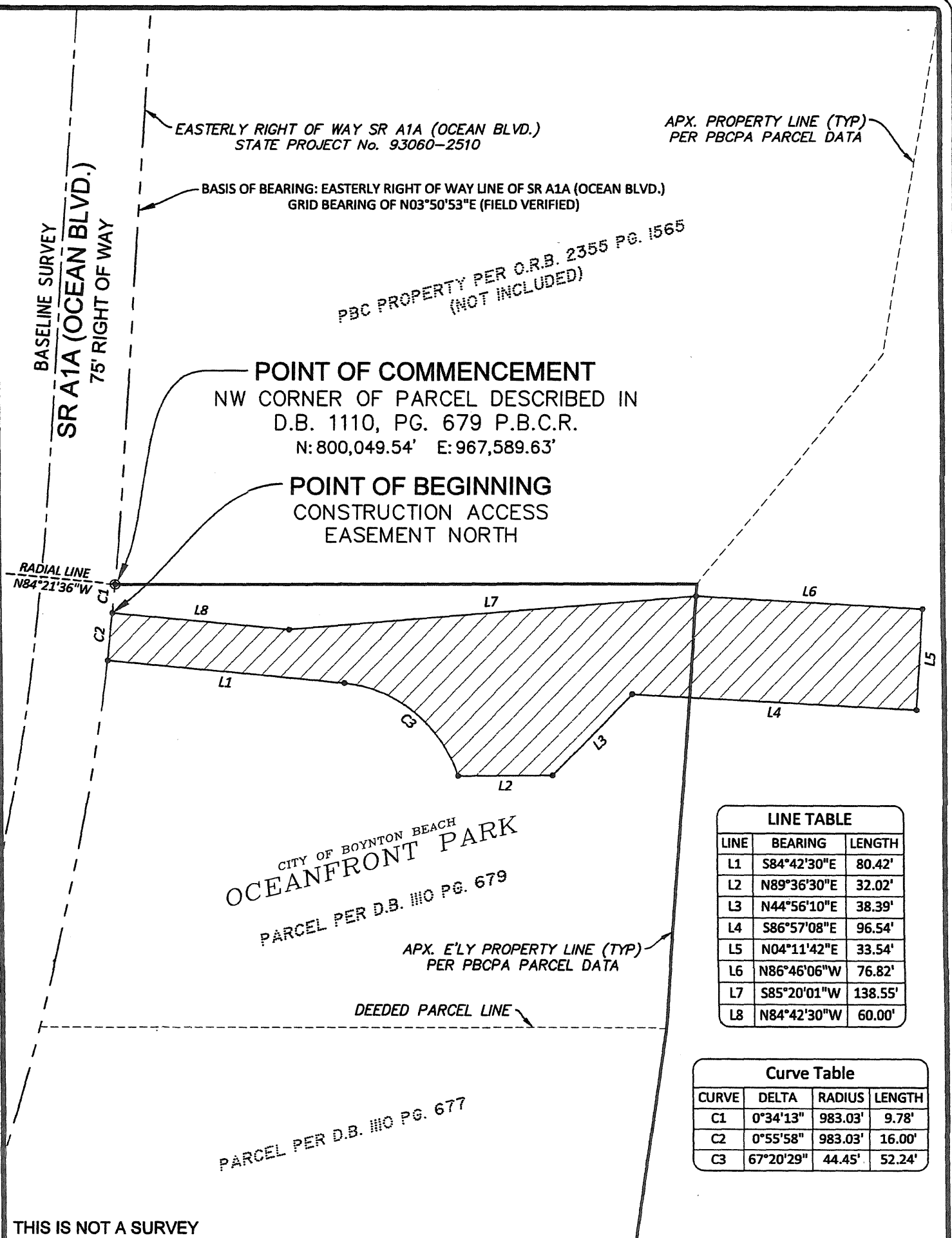


EXHIBIT "A"



LINE TABLE

LINE	BEARING	LENGTH
L1	S84°42'30"E	80.42'
L2	N89°36'30"E	32.02'
L3	N44°56'10"E	38.39'
L4	S86°57'08"E	96.54'
L5	N04°11'42"E	33.54'
L6	N86°46'06"W	76.82'
L7	S85°20'01"W	138.55'
L8	N84°42'30"W	60.00'

Curve Table

CURVE	DELTA	RADIUS	LENGTH
C1	0°34'13"	983.03'	9.78'
C2	0°55'58"	983.03'	16.00'
C3	67°20'29"	44.45'	52.24'

THIS IS NOT A SURVEY

	DRAWING: OCEANFRONT PARK EASEMENTS.dwg		DRAWN BY: BL	
	SCALE: 1" = 40'	DATE: 8/26/19	JOB No.: 19-870	CHECKED BY: KCJ
	REV:		SHEET 4 OF 6	
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	SITE OWNER / ADDRESS CITY of BOYNTON BEACH OCEANFRONT PARK 6415 N OCEAN BLVD. OCEAN RIDGE, FL 33435		<p>HORIZONTAL SCALE: 1" = 40'</p>	

EXHIBIT "A"

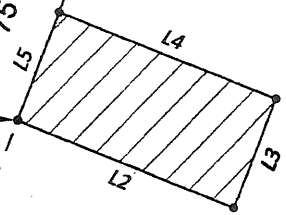
THIS IS NOT A SURVEY

PARCEL PER
D.B. 1110 PG. 677
(PARCEL "A")

EASTERLY RIGHT OF WAY
SR A1A (OCEAN BLVD.)
STATE PROJECT
No. 93060-2510

POINT OF BEGINNING
CONSTRUCTION ACCESS
EASEMENT SOUTH

BASELINE SURVEY
SR A1A (OCEAN BLVD.)
75' RIGHT OF WAY



BASIS OF BEARING: EASTERLY RIGHT OF WAY LINE OF SR A1A (OCEAN BLVD.)
GRID BEARING OF N21°36'52"E (FIELD VERIFIED)

POINT OF COMMENCEMENT
SW CORNER OF PARCEL DESCRIBED IN
D.B. 1110 PG. 677 P.B.C.R. (PARCEL "A")
N: 799,449.330' E: 967,392.648'

DEEDED PARCEL
LINE (TYP)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°36'52"E	102.49'
L2	S68°23'08"E	50.59'
L3	N21°42'43"E	25.00'
L4	N68°23'08"W	50.63'
L5	S21°36'52"W	25.00'

PARCEL PER D.B. 988 PG. 30

CITY OF BOYNTON BEACH
OCEANFRONT PARK

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg

DRAWN BY: BL

SCALE: 1" = 40'

DATE: 8/26/19

JOB No.: 19-870

CHECKED BY: KCJ

REV:

SHEET 5 OF 6

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

SITE OWNER / ADDRESS
CITY of BOYNTON BEACH
OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435

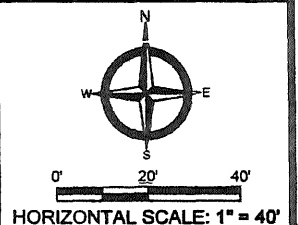


EXHIBIT "A"

THIS IS NOT A SURVEY

PARCEL PER
D.B. 1110 PG. 677
(PARCEL "A")

EASTERLY RIGHT OF WAY
SR A1A (OCEAN BLVD.)
STATE PROJECT
No. 93060-2510

BASELINE SURVEY
SR A1A (OCEAN BLVD.)
75' RIGHT OF WAY

POINT OF BEGINNING
STAGING AREA EASEMENT

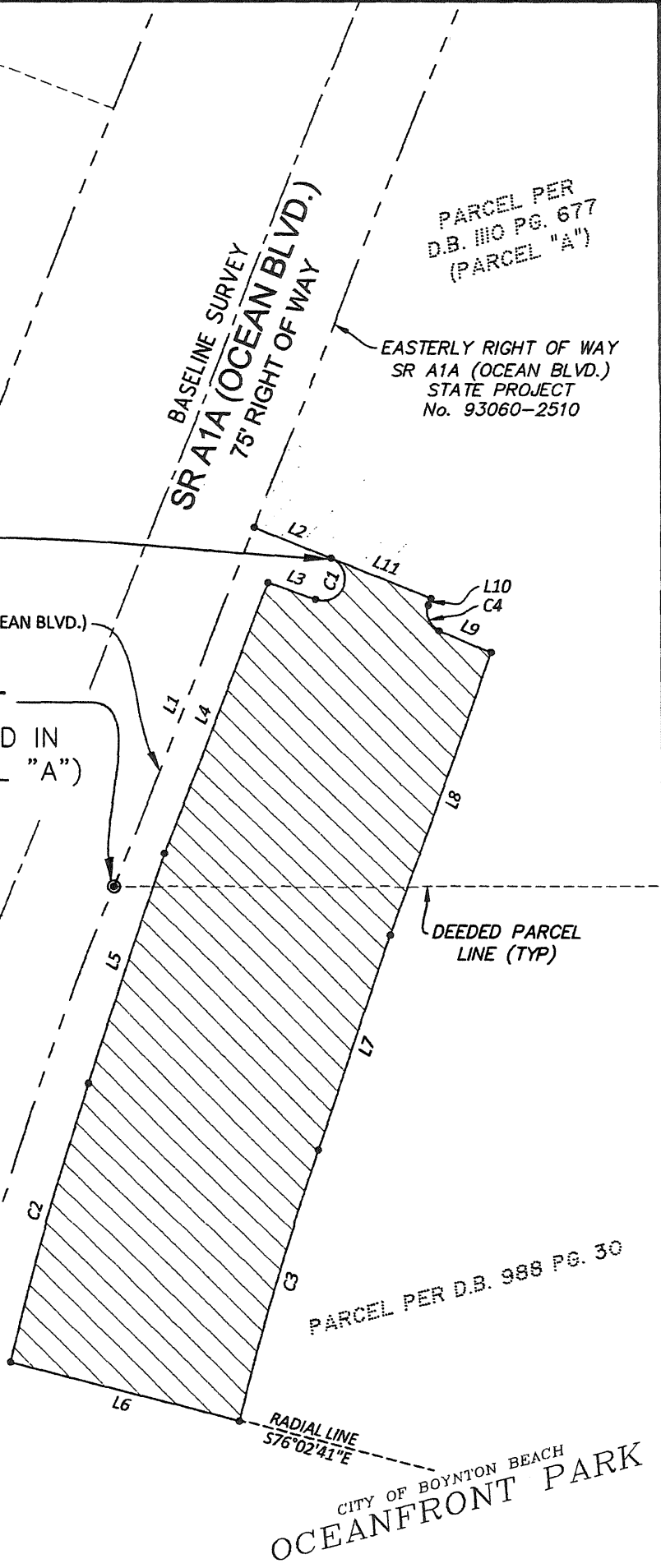
BASIS OF BEARING: EASTERLY RIGHT OF WAY LINE OF SR A1A (OCEAN BLVD.)
GRID BEARING OF N21°36'52"E (FIELD VERIFIED)

POINT OF COMMENCEMENT

SW CORNER OF PARCEL DESCRIBED IN
D.B. 1110 PG. 677 P.B.C.R. (PARCEL "A")
N: 799,449.330' E: 967,392.648'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°36'52"E	102.49'
L2	S68°23'08"E	21.98'
L3	N70°27'11"W	13.42'
L4	S21°24'06"W	76.79'
L5	S18°30'09"W	64.27'
L6	S76°02'41"E	62.53'
L7	N18°57'03"E	59.30'
L8	N19°52'35"E	80.32'
L9	N68°05'43"W	14.83'
L10	N21°42'43"E	1.93'
L11	N68°23'08"W	28.61'

Curve Table			
CURVE	DELTA	RADIUS	LENGTH
C1	177°55'56"	5.82'	18.07'
C2	5°28'27"	815.00'	77.87'
C3	4°59'44"	870.00'	75.86'
C4	90°30'46"	5.06'	7.99'



PARCEL PER D.B. 988 PG. 30

CITY OF BOYNTON BEACH
OCEANFRONT PARK

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: OCEANFRONT PARK EASEMENTS.dwg
SCALE: 1" = 40' DATE: 8/26/19 JOB No.: 19-870

DRAWN BY: BL
CHECKED BY: KCJ
SHEET 6 OF 6

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

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OCEANFRONT PARK
6415 N OCEAN BLVD.
OCEAN RIDGE, FL 33435

