



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X\_\_\_\_\_

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

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

No Fiscal Impact.

Fixed Asset Number: N/A

**C. Departmental Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

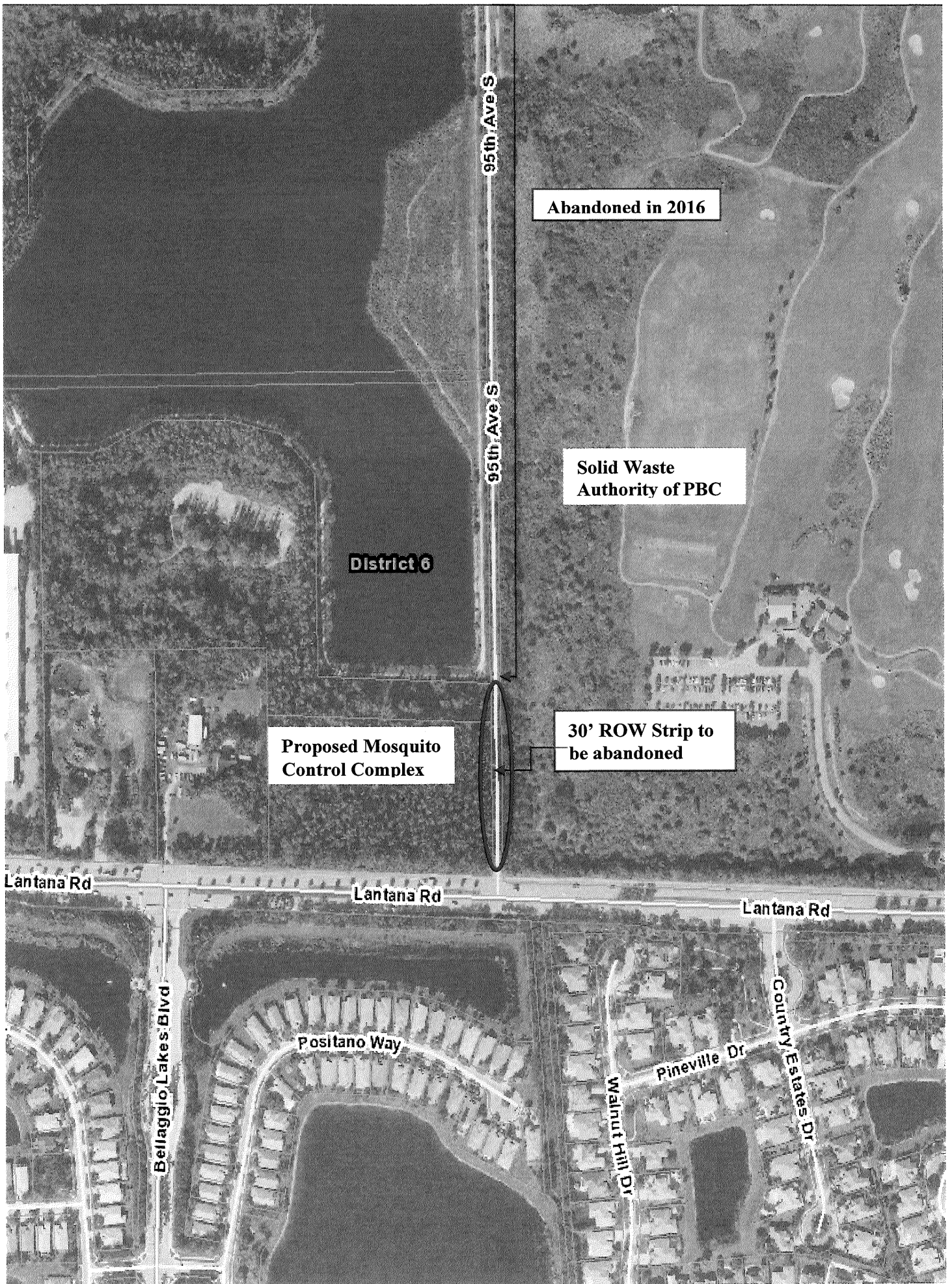
**A. OFMB Fiscal and/or Contract Development Comments:**

<p><u><i>Raleyn Kaw</i></u> 2/18/22                  OFMB <i>MA</i> 2-18-22                  MG 2/18/22</p>	<p>2/23/22  <u><i>Ar. J. Jawbar</i></u>                  Contract Development and Control                  2-26-22 <i>TJ</i></p>
---	--

**B. Legal Sufficiency:**  
*[Signature]* 2/28/22  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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



**Location Map**  
**Page 1 of 1**

Attachment No. 2  
Quit Claim Deed – 3 Pages

Prepared by and Return to:  
Marcel Pessoa, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411

Property Control Number: (abandoned Right-of-Way)

## QUIT-CLAIM DEED

**THIS QUIT-CLAIM DEED** made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a dependent special district created pursuant to Chapter 2001-331 of the State of Florida, whose legal mailing address is 7501 N. Jog Road, West Palm Beach, FL 33412, hereinafter called the "Grantor", in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, hereinafter called the "Grantee".

### WITNESSETH

That the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof (the "Property").

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

Prepared by & Return to:  
Marcel Pessoa, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Property Control Number: (Abandoned Right-of-Way)

## ACCESS EASEMENT

**THIS ACCESS EASEMENT** (“Easement”) is granted this \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the “Grantor”), whose legal mailing address is 2633 Vista Parkway, West Palm Beach, FL 33411-5605, in favor of the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331 of the State of Florida (the “Grantee”), whose legal mailing address is 7501 N. Jog Road, West Palm Beach, FL 33412.

### WITNESSETH:

**WHEREAS**, Grantor is the owner of property located in Palm Beach County, Florida, as legally described on **Exhibit “A”** attached hereto and made a part hereof (“Grantor Property” or “Easement Premises”) as the result of the abandonment of the Grantor Property by the Board of County Commissioners of Palm Beach County, FL on \_\_\_\_\_, 2022, pursuant to Ordinance No. 86-18; and

**WHEREAS**, Grantee is the owner of property located in Palm Beach County, Florida, as legally described on **Exhibit “B”** attached hereto and made a part hereof (“Grantee Property” or “Benefitted Property”); and

**WHEREAS**, as part of the abandonment of Grantor Property, Grantee consented to the abandonment provided that Grantor agreed to grant this Easement to Grantee to provide Grantee, Grantee’s authorized agents, current and future Lessees, employees, regulatory agencies, and invitees who require access to the Grantee Property.

Now, therefore, Grantor and Grantee, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by Grantee, and various other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a perpetual non-exclusive easement over the Easement Premises for the purposes of

driveway access, ingress and egress to the Grantee Property, including but not limited to vehicular and pedestrian traffic and necessary heavy construction /maintenance equipment.

3. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of Grantee and shall burden Grantor, its successors and assigns, and shall run with title to the Benefitted Property; this easement may not be transferred or assigned separate and apart from the Benefitted Property.

4. The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. Grantor is reserving the right to modify the legal description of the Easement Premises for the realignment of the future access driveway to be constructed on a portion of the Grantor's development property as legally described on **Exhibit "C"** attached hereto and made a part hereof provided any such modification does not impair, impede or restrict any rights granted herein. Said improvements shall be constructed and maintained at the sole cost and expense of the Grantor. Prior to amending this Easement for the legal description of the Easement Premises, Grantor shall obtain prior written plan approval from the Grantee for the realignment of the access driveway and the revised legal description for the Easement Premises. Any amendment of this Easement will require approval and execution by both the Grantor and Grantee.

6. Grantor acknowledges that Grantee, Grantee's authorized agents, current and future Lessees, employees, regulatory agencies, and invitees who require access to the Grantee Property, shall have unrestricted driveway access for ingress and egress over and upon the Easement Premises.

7. Neither Grantor's nor Grantee's interest in Grantor's Property and the Easement Premises, nor Grantor's interest in the Burdened Property, shall be subject to liens arising from Grantee's or any other person or entity's use of Grantor's Property, the Easement Premises, the Burdened Property, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against Grantor's Property, the Easement Premises, or the Burdened Property to be discharged or transferred to bond.

8. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Grantor shall indemnify, defend and hold harmless Grantee against any actions, claims, or damages arising out of Grantor's negligence in connection with this Easement, and the Grantee shall indemnify, defend and hold harmless the Grantor against any actions, claims, or damages arising out of the Grantee's negligence in connection with this Easement. 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.

9. The grant of Easement contained herein is for the use and benefit of Grantee, its successors and assigns, Grantee's authorized agents, current and future Lessees, employees,

regulatory agencies, and invitees who require access to the Grantee Property, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises.

10. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Grantor:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Fax 561-233-0210

With a copy to:

Palm Beach County Attorneys' Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax: 561-355-4398

Grantee:

Solid Waste Authority  
Executive Director  
7501 N Jog Road  
West Palm Beach, FL 33412

With a copy to:

Solid Waste Authority  
General Counsel  
7501 N Jog Road  
West Palm Beach, FL 33412



Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

11. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

12. The terms, conditions, covenants and provisions of this Easement shall run with the land and burden the Grantor's Property and inure to the benefit of and be binding upon the Grantor and Grantee, and their respective successors and assigns.

13. No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizen or employee of Grantee and/or Grantor except as expressly set forth herein.

14. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

15. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

16. Grantor shall be responsible for maintenance of the Easement Premises, and Grantee shall never have responsibility or obligation to contribute any money or services of any kind or manner whatsoever toward the maintenance of the Easement Premises. The Grantor shall maintain the Easement Premises pursuant to the Grantor's roadway maintenance standards.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the parties have executed this Access Easement as of the day and year first above written.

ATTEST:

**JOSEPH ABRUZZO**  
**CLERK OF THE CIRCUIT COURT**  
**& COMPTROLLER**

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

Signed and delivered  
in the presence of:

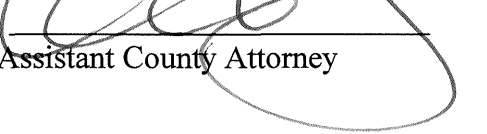
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO  
LEGAL SUFFICIENCY

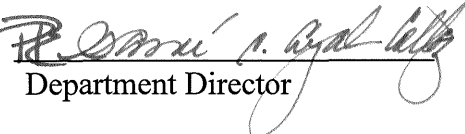
By:   
Assistant County Attorney

GRANTOR:

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

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Department Director

**ATTEST:**

**GRANTEE:**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

By: \_\_\_\_\_  
Sandra Vassalotti, Clerk to the Board

By: \_\_\_\_\_  
Dan Pellowitz, Executive Director

Signed, sealed and delivered  
in the presence of:

(SEAL)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Howard J. Falcon III, General Counsel

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, as being executed by Dan Pellowitz, as Executive Director, who is personally known to me or have produced \_\_\_\_\_, identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Name

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

G:\PREM\DEV\OPEN PROJECTS\ERM-MOSQUITO CONTROL\ABANDONMENT - 30' PORTION OF 95 AVENUE\SWA ACCESS EASEMENT & DEED\SWAPBC ACCESS EASEMENT COUNTY-SWA APPROVED 12-3.DOC

**EXHIBIT "A"**

**GRANTOR PROPERTY /EASEMENT PREMISES**

**LEGAL DESCRIPTION**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (S.W.1/4) OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE 30' ROAD LYING BETWEEN TRACTS 44 AND 45, BLOCK 34, THE PALM BEACH FARMS CO. PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER (S.1/4) CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER S.W.1/4), N88°23'30"W FOR 135.58 FEET;

THENCE PERPENDICULAR TO SAID SOUTH LINE, N01°36'30"E FOR 54.00 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT 44 WITH THE NORTH RIGHT-OF-WAY OF LANTANA ROAD, RECORDED IN OFFICIAL RECORD BOOK 4451, PAGE 1947, OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID EAST LINE OF TRACT 44, N01°03'37"W FOR 486.52 FEET TO THE SOUTH LINE OF THE ABANDONED PORTION OF 95th AVENUE, RECORDED IN OFFICIAL RECORD BOOK 28684, PAGE 1685, OF SAID PUBLIC RECORDS;

THENCE ALONG SAID SOUTH LINE, S88°23'30"E FOR 30.03 FEET TO THE WEST LINE OF SAID TRACT 45;

THENCE ALONG SAID WEST LINE OF TRACT 45, S01°03'37"E FOR 486.52 FEET TO THE EASTERLY PROLONGATION OF THE SAID NORTH RIGHT-OF-WAY OF LANTANA ROAD;

THENCE ALONG SAID PROLONGATION, N88°23'30"W FOR 30.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,596 SQUARE FEET (0.335 ACRES, MORE OR LESS.

**SURVEY REPORT:**

1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE.  
THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2020.
2. THE SURVEY WAS BASED ON THE PALM BEACH FARMS CO. PLAT NO.3, P.B.2 PG.45; PALM BEACH COUNTY RESOLUTION NO. R-2016-1543, ORB 28684 PG.1685
3. BEARINGS ARE BASED ON N88°23'30"W (GRID, NAD83/1990 ADJUSTMENT) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST.
4. THE LEGAL DESCRIPTION WAS PREPARED BY BROWN & PHILLIPS, INC.
5. AREA = 14,596 SQUARE FEET (0.335 ACRES, MORE OR LESS.

John E  
Phillips  
Digitally signed by John E Phillips  
Date: 2021.10.18 11:28:17 -0400  
JOHN E. PHILLIPS, III  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA No. 4826  
DATE: \_\_\_\_\_

**REVISIONS:**

7/27/21-PBC 6/23/21 COMMENTS  
10/18/21-PBC 10/12/21 MARKUPS

**B**ROWN & PHILLIPS, INC.  
PROFESSIONAL SURVEYING SERVICES  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE ROAD., SUITE 509,  
WEST PALM BEACH, FLORIDA 33409  
TELEPHONE (561)-615-3988, 615-3991 FAX  
E-Mail: info@brown-phillips.com

<b>BOUNDARY SURVEY R/W ABANDONMENT</b>	
DRAWN: MDB	PROJ. No. 20-051
CHECKED: JEP	SCALE: NONE
LEGAL DESCRIPTION AND SURVEY REPORT	DATE: 8/12/20 SHEET 1 OF 5

**SURVEY REPORT: (CONTINUED)**

6. EASEMENTS, RESTRICTIONS, AND OTHER ITEMS OF RECORD SHOWN ARE PER SCHEDULE B-SECTION II OF A FURNISHED TITLE COMMITMENT PREPARED BY SOUTHEAST GUARANTY & TITLE, INC.; FILE NO.: 202007004; EFFECTIVE DATE: JULY 13, 2020; NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.  
ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.
8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000 REQUIRED BY PALM BEACH COUNTY.
9. THE EXPECTED HORIZONTAL AND VERTICAL ACCURACY OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS: 1) BOUNDARY LINES - 0.10'  
2) TOPOGRAPHIC FEATURES - 0.20'
10. THE CONTRACTED PURPOSE OF THIS SURVEY IS TO SATISFY THE SURVEY REQUIREMENT FOR THE ABANDONMENT OF THE SUBJECT PROPERTY AS A ROAD BY PALM BEACH COUNTY.  
THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
11. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
12. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:  
-PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
13. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=100', ON 8-1/2" x 11" SHEETS.
14. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY.  
THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
15. ALL TOPOGRAPHIC FEATURES, EXCEPT TREES, WITHIN THE BOUNDARY OF THE PROPOSED 30' ROAD ABANDONMENT ARE SHOWN.
15. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
16. FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE:  
"<http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones>";  
CURRENT FLOOD ZONE: X PENDING FLOOD ZONE: NA
17. STATE PLANE COORDINATES  
A. COORDINATES SHOWN ARE GRID  
B. DATUM - NAD 83, 1990 ADJUSTMENT  
C. ZONE - FLORIDA EAST  
D. LINEAR UNIT - US SURVEY FOOT  
E. COORDINATE SYSTEM 1983/1990 STATE PLANE  
F. TRANSVERSE MERCATOR PROJECTION  
G. ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE  
H. SCALE FACTOR - 1.0000198  
I. GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE  
J. ROTATION EQUATION: NONE
18. BROWN & PHILLIPS, INC. HAS REVIEWED A LETTER OF NO OBJECTION FROM FPL DATED MAY 7, 2021. THE EXISTING EASEMENT RECORDED IN ORB 28684, PAGE 1685 AS NOTED IN THE LETTER IS SHOWN ON THE SURVEY.
19. © COPYRIGHT 2020 BY BROWN & PHILLIPS, INC.  
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

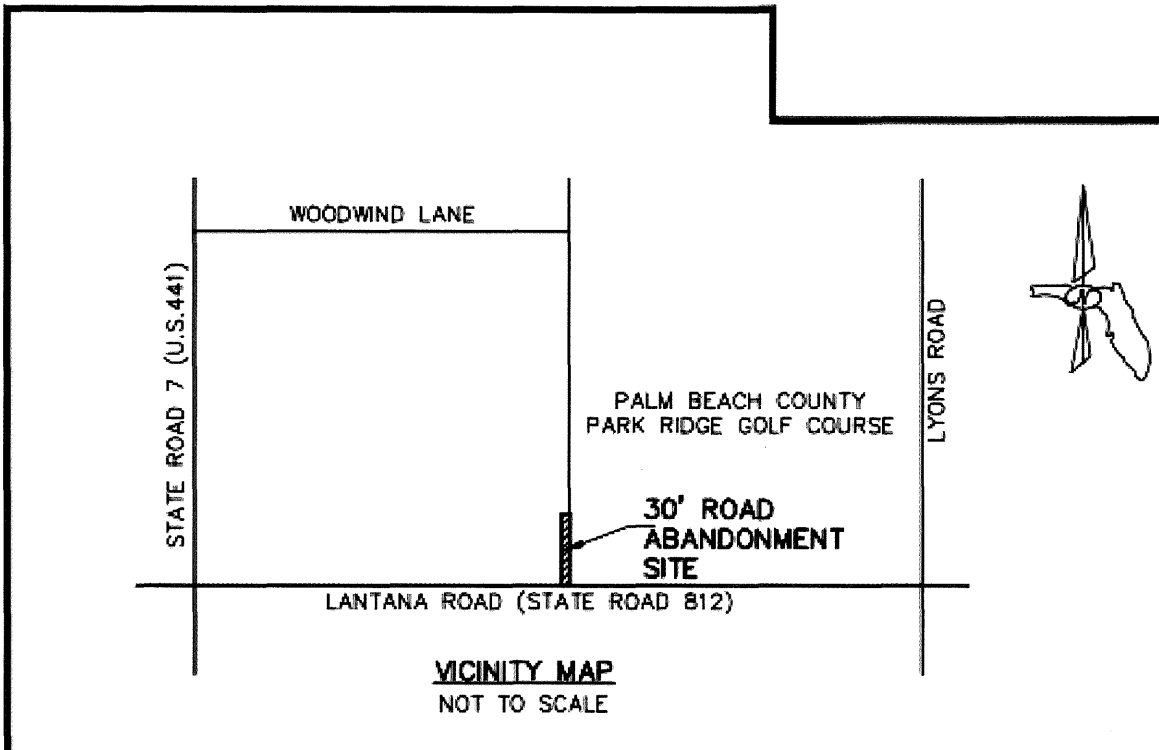


E-Mail: [info@brown-philips.com](mailto:info@brown-philips.com)

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

**BOUNDARY SURVEY  
R/W ABANDONMENT**

DRAWN: MDB	PROJ. No. 20-051
CHECKED: JEP	SCALE: NONE
<b>SURVEY REPORT</b>	DATE: 8/12/20
	SHEET 2 OF 5



**LEGEND**

SET MAG NAIL & DISK "LB6473"	●	GATE POST	⊗	FENCE	— x —
FOUND 5/8 IR/C "LB7866"	⊙	SIGN	▲	OVERHEAD POWER LINES	— GE —
BENCHMARK	⊕	WATER VALVE	⊗	ASPHALT	
CURB INLET ● LOW POINT		WOOD POWER POLE	⊙	CONCRETE	
CURB INLET		PALM TREE	☼	DIRT ROAD	
		UNKNOWN TREE	☼	ELECTRIC BOX	⊠
		CURB	≡	FIRE HYDRANT	⊕

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**BOUNDARY SURVEY  
R/W ABANDONMENT**

DRAWN: MDB	PROJ. No. 20-051
CHECKED: JEP	SCALE: 1" = 100'
VICINITY MAP AND SYMBOL LEGEND	DATE: 8/12/20
	SHEET 3 OF 5

**TITLE REPORT:**

BROWN & PHILLIPS, INC. PREPARED AN OVERALL BOUNDARY SURVEY FOR THE PALM BEACH COUNTY AND SOLID WASTE AUTHORITY OF PALM BEACH COUNTY PARCELS CONTAINING ±93 ACRES.  
BROWN & PHILLIPS PROJECT NO.20-051, DATED AUGUST, 2020.  
THE SURVEY INCLUDED A REVIEW OF SCHEDULE B-SECTION II EXCEPTIONS, OF A FURNISHED TITLE COMMITMENT PREPARED BY SOUTHEAST GUARANTY & TITLE, INC.; FILE NO.: 202007004;  
EFFECTIVE DATE: JULY 13, 2020.  
ALL ITEMS OF RECORD PER THE OVERALL SURVEY COMMITMENT THAT IMPACT THE PROPOSED ABANDONMENT PARCEL ARE SHOWN.

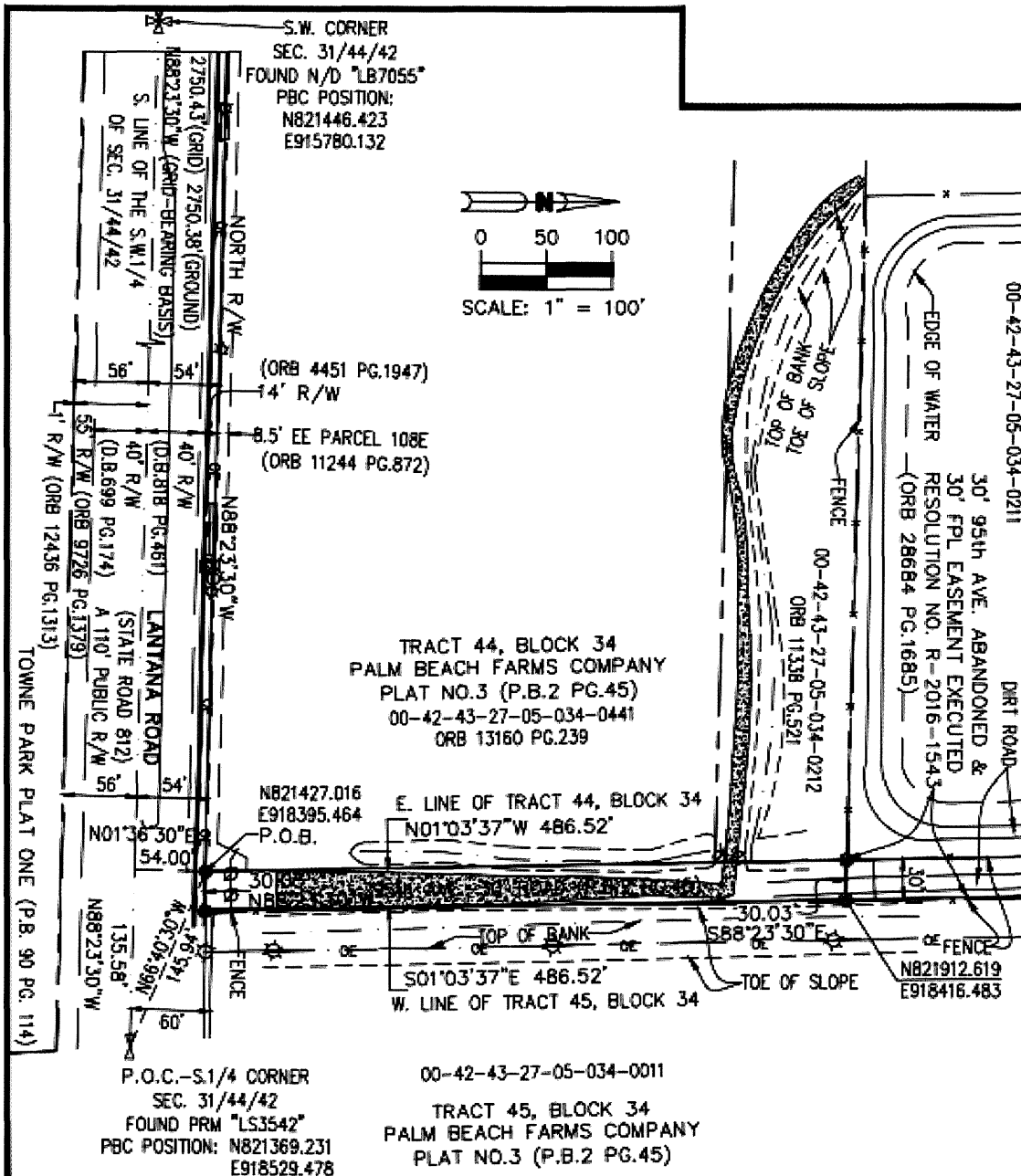


E-Mail: info@brown-phillips.com

**BROWN & PHILLIPS, INC.**  
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TELEPHONE (561)-615-3988, 615-3991 FAX

**BOUNDARY SURVEY  
R/W ABANDONMENT**

DRAWN: MDB	PROJ. No. 20-051
CHECKED: JEP	SCALE: NONE
TITLE COMMITMENT REVIEW	DATE: 8/12/20
	SHEET 4 OF 5



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

E-Mail: info@brown-phillips.com

<b>BOUNDARY SURVEY R/W ABANDONMENT</b>	
DRAWN: MDS	PROJ. No. 20-051
CHECKED: JEP	SCALE: NONE
SKETCH OF SURVEY	DATE: 8/12/20
	SHEET 5 OF 5



EXHIBIT "B"

GRANTEE PROPERTY / BENEFITTED PROPERTY

LEGAL DESCRIPTION OF THE PROPERTY  
(ORB5888 PG.746)

A PARCEL OF LAND LYING IN BLOCK 34, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT 21, BLOCK 34, OF SAID PLAT OF PALM BEACH FARMS COMPANY PLAT NO. 3;

1. THENCE, SOUTH 88° 57' 29" WEST, ALONG THE NORTH LINE OF SAID TRACT 21, A DISTANCE OF 509.82 FEET;
2. THENCE, SOUTH 00° 57' 19" EAST, A DISTANCE OF 489.81 FEET;
3. THENCE, SOUTH 45° 00' 00" WEST, A DISTANCE OF 159.99 FEET;
4. THENCE, SOUTH 88° 57' 29" WEST, A DISTANCE OF 360.00 FEET;
5. THENCE, NORTH 66° 01' 08" WEST, A DISTANCE OF 202.77 FEET;
6. THENCE, SOUTH 45° 00' 00" WEST, A DISTANCE OF 251.74 FEET;
7. THENCE, SOUTH 00° 57' 19" EAST, A DISTANCE OF 220.98 FEET;
8. THENCE, SOUTH 39° 01' 54" WEST, A DISTANCE OF 202.30 FEET;
9. THENCE, SOUTH 00° 57' 19" EAST, A DISTANCE OF 210.00 FEET;
10. THENCE, SOUTH 28° 52' 21" EAST, A DISTANCE OF 266.98 FEET;
11. THENCE, NORTH 88° 57' 29" EAST, A DISTANCE OF 210.00 FEET;
12. THENCE, NORTH 63° 50' 36" EAST, A DISTANCE OF 176.71 FEET;
13. THENCE, NORTH 88° 57' 29" EAST, A DISTANCE OF 215.00 FEET;
14. THENCE, SOUTH 77° 40' 54" EAST, A DISTANCE OF 164.45 FEET;
15. THENCE, SOUTH 45° 00' 00" EAST, A DISTANCE OF 143.65 FEET;
16. THENCE, SOUTH 00° 57' 19" EAST, A DISTANCE OF 510.97 FEET;
17. THENCE, SOUTH 88° 23' 25" EAST, ALONG A LINE 540 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF LANTANA ROAD, A DISTANCE OF 510.33 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF TRACT 44 OF SAID BLOCK 34; SAID CENTERLINE OF LANTANA ROAD BEING THE SOUTH LINE OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA;
18. THENCE, NORTH 00° 57' 19" WEST, ALONG THE EAST LINES OF TRACTS 44, 37, 28 AND 21 OF SAID BLOCK 34, A DISTANCE OF 2112.71 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "C"**

**Grantor's Development Property**

**LEGAL DESCRIPTION:**

(ORB 13160 PG.239)

A PORTION OF LAND IN TRACT 44, BLOCK 34, PALM BEACH FARMS CO. PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 44, BLOCK 34, OF THE PALM BEACH FARMS CO. PLAT NO.3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, AS AMENDED BY PALM BEACH FARMS PLAT NO.13, AS RECORDED IN PLAT BOOK 6, PAGES 98 AND 99; LESS AND EXCEPT THOSE PORTIONS OF TRACT 44 CONVEYED IN RIGHT-OF-WAY DEEDS AS RECORDED IN OFFICIAL RECORD BOOK 818, PAGE 461 AND OFFICIAL RECORD BOOK 4451, PAGE 1947 AND ALSO LESS AND EXCEPT THOSE PORTIONS OF TRACT 44, CONVEYED IN DEEDS RECORDED IN O.R. BOOK 5888, PAGE 745 AND O.R. BOOK 11338, PAGE 521, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (S.W.1/4) OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF THE 30' ROAD LYING BETWEEN TRACTS 44 AND 45, BLOCK 34, THE PALM BEACH FARMS CO. PLAT NO.3, RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTH QUARTER (S.1/4) CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER S.W.1/4), N88°23'30"W FOR 135.58 FEET;

THENCE PERPENDICULAR TO SAID SOUTH LINE, N01°36'30"E FOR 54.00 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID TRACT 44 WITH THE NORTH RIGHT-OF-WAY OF LANTANA ROAD, RECORDED IN OFFICIAL RECORD BOOK 4451, PAGE 1947, OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

THENCE ALONG SAID EAST LINE OF TRACT 44, N01°03'37"W FOR 486.52 FEET TO THE SOUTH LINE OF THE ABANDONED PORTION OF 95th AVENUE, RECORDED IN OFFICIAL RECORD BOOK 28684, PAGE 1685, OF SAID PUBLIC RECORDS;

THENCE ALONG SAID SOUTH LINE, S88°23'30"E FOR 30.03 FEET TO THE WEST LINE OF SAID TRACT 45;

THENCE ALONG SAID WEST LINE OF TRACT 45, S01°03'37"E FOR 486.52 FEET TO THE EASTERLY PROLONGATION OF THE SAID NORTH RIGHT-OF-WAY OF LANTANA ROAD;

THENCE ALONG SAID PROLONGATION, N88°23'30"W FOR 30.03 FEET TO THE POINT OF BEGINNING.