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

| Meeting Date: April 18, 2023 | $[\mathrm{X}]$ Consent | [] Regular |
| :--- | :--- | :--- |
|  | [ ] Ordinance | [] Public Hearing |

Department: Facilities Development \& Operations

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Temporary Construction and Perpetual Access and Landscape Easement (Easement) in favor of the School Board of Palm Beach County (School Board) over a portion of Canyon District Park (Park) for the purpose of constructing a turn lane, driveway connections, sidewalks, crosswalks, roadway striping, drainage improvements, and installation of landscaping, including maintenance of existing or any future development within the easement area.

Summary: The Park is located just south of Boynton Beach Boulevard between Acme Dairy Road and Lyons Road in unincorporated Palm Beach County. The School Board is constructing a school known as 17-PP Sunset Palms on property adjacent to the Park and has requested access to Senator Joe Abruzzo Avenue, which is not a public right-of-way, for ingress and egress to the new school. The School Board will share in equal parts ( $50 / 50$ ), the maintenance and repair of the road not to exceed $\$ 3,562$ annually for the first five years (the current yearly maintenance cost is $\$ 7,125$ ). The annual maximum contribution will be subject to increase once every five years based on the CPI or $3 \%$, whichever is less. The temporary construction rights granted in this Easement will automatically terminate upon the earlier of: School Board's completion of construction of its roadway improvements or 24 months from the Effective Date. In addition, the School Board will maintain, at its expense, the landscape easement area which is located north of the proposed roadway improvement area. (Property \& Real Estate Management) District 5 (HJF)

Background and Justification: In 2004 (R2004-936), the County acquired approximately 52 acres of land from G.L. Homes as part of a civic site assemblage for the development of the Park. The Park improvements are being constructed in two phases based on the community's immediate needs. Phase 1 improvements have been completed and include three soccer/multipurpose fields, a restroom/concession facility, two retention/recreational lakes, a 12 -station fitness trail and asphalt parking spaces. Phase 2 is currently in the design phase.

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## Attachments:

1. Location Map
2. Temporary Construction and Perpetual Access and Landscape Easement w/Exhibits "A", "B" and "C"


## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

B. Recommended Sources of Funds/Summary of Fiscal Impact:
C. Departmental Fiscal Review:


## III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

B. Legal Sufficiency:


Assistant County Attorney
C. Other Department Review:

[^0]This summary is not to be used as a basis for payment.

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Background and Justification Cont'd: The School Board will coordinate the scheduling of all afterschool activities and special events with the Palm Beach County Parks and Recreation Department on a continuous and ongoing basis so as to avoid the potential for operational conflicts. All stormwater attenuation, treatment, and discharge/outfall required to support the School Board's planned modifications to Senator Joe Abruzzo Avenue, which is not a public right-of-way, shall be fully accommodated to the north of Senator Joe Abruzzo Avenue such that there is no encroachment upon or into the Park. No offsite flow from the School Board's improvements shall enter the County-owned property. The legal descriptions for this Easement may be modified to address changes required by the final "as built" survey of the roadway construction improvements or any County Survey PPM requirements.


Attachment No. 1 - Location Map
Page 1 of 1

Attachment 2
Temporary Construction and Perpetual
Access and Landscape Easement
(1 Agreement with 20 Pages)

Prepared by \& Return to:
Lorymil Melendez-Delgado, Real Estate Specialist
Palm Beach County
Property \& Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Portions of Property Control Numbers: 00-42-45-29-08-003-0000 and 00-42-45-29-09-002-0000

## TEMPORARY CONSTRUCTION AND PERPETUAL ACCESS AND LANDSCAPE 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 SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida, its successors and assigns, (the "Grantee"), whose legal mailing address is 3661 Interstate Park Road. N., Suite 200 Riviera Beach, Florida 33404.

## WITNESSETH:

WHEREAS, Grantor is the owner of property which is a portion of the County's Canyon District Park located in Palm Beach County, Florida, as legally described on Exhibit "A" attached hereto and made a part hereof ("Access Easement Premises") and as described on Exhibit "B" attached hereto and made a part hereof ("Landscape Easement Premises") (SB to provide legal and sketch), collectively "Grantor Property"; and

WHEREAS, Grantee is the owner of property located in Palm Beach County, Florida as legally described on Exhibit " $C$ " attached hereto and made a part hereof ("Grantee Property" or "Benefitted Property"), which abuts the Landscape Easement Premises; and

WHEREAS, Grantee has requested Grantor grant easements over the Grantor Property to provide Grantee, its authorized agents, employees, regulatory agencies, and/or invitees access to the Grantee Property and for the purpose of constructing a turn lane, driveway connections, sidewalks, crosswalks, roadway striping and drainage improvements within the Access Easement Premises and an easement for landscaping and maintenance purposes to satisfy and maintain any existing or future development or construction plan approval and permit requirement or any modification thereof within the Landscape Easement Premises for the County park 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 Access Easement Premises for the purposes of vehicular and pedestrian access, ingress and egress to the Grantee Property, including but not
limited to paved vehicular and pedestrian surfaces, and a perpetual non-exclusive easement over the Landscape Easement Premises for landscaping and maintenance purposes together with the temporary right to construct improvements including turn lanes, driveway connections, sidewalks, crosswalks, drainage improvements, striping, and any associated improvements within the Access Easement Premises ("Grantee's Access Improvements") subject to the prior written approval by the Director, Facilities Development and Operations ("FDO") or designee of each required development and construction plan approval and permit requirement or any modifications thereof. Any improvements by the Grantee under this Easement shall be designed, permitted and constructed at Grantee's sole cost and expense and within the confines of the Access Easement Premises and Landscape Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes, and ordinances. Grantee shall give Grantor thirty (30) days written notice prior to commencement of any construction. Upon Grantee's commencement of construction of any improvements as set forth herein, Grantee shall have $100 \%$ responsibility to fully improve the Grantor Property in accordance with the prior approval granted by the Director of FDO or designee, including restoration of any damage to the County's adjoining property caused by Grantee until the final completion of any approved construction work. Grantee acknowledges that any construction work will be diligently pursued to completion upon work commencement, and any temporary closure of the existing paved vehicular surface will be subject to prior approval by the Director of FDO or designee which will not be unreasonably withheld or conditioned. Upon the Grantee's completion of the Grantee's Access Improvements, Grantee shall properly maintain, repair and keep in good condition, without undue delay, the portions of the driveway connections located within the Access Easement Premises from the south boundary of the Grantee's Property to the Grantor's existing roadway which is subject to the Grantee's improvement as set forth herein.

Grantor reserves the right, at its sole cost and expense, to make future landscaping improvements within the Landscape Easement Premises which are necessary to satisfy any requirement of Grantor's future Canyon District Park expansion projects ("Future Park Landscape Improvements"). All Future Park Landscape Improvements shall be made in accordance with construction plans prepared by and permits obtained by Grantor. Following the installation of any Park Landscape Improvements by Grantor, Grantee shall perform routine maintenance of the Future Park Landscape Improvements.

The temporary construction rights granted in this Easement will terminate automatically upon the earlier of Grantee's completion of construction of Grantee's Access Improvements or 24 months from the Effective Date hereof and if requested by the Grantor, Grantee will execute and deliver to Grantor a release and termination of the temporary construction rights in this Easement in a form acceptable to the Grantor.
3. Use. Grantee, its successors or assigns, shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon Grantor's use and enjoyment of the Grantor Property. Grantor acknowledges that Grantee shall have perpetual access over the Grantor Property, unless a temporary maintenance closure is required which will be coordinated with the Grantee. At no time shall either party be permitted to impede access to, over, through and/or across the existing or future paved vehicular surface of the Access Easement Premises by use of gates, fences and/or other physical barrier unless done by mutual agreement of both parties and subject to the prior written approval of the Director of FDO and Grantee's Chief Operating Officer ("COO").
4. Storm Water Drainage. Grantee does hereby acknowledge that any retention, detention and drainage requirements for surface ground water for Grantee's Access Improvements to be constructed within the Access Easement Premises by the Grantee shall be provided for and permitted by Grantee within the Grantee's storm water management system located within the Benefited Property, at no cost to the Grantor and/or impact or encroachment upon Grantor Property.

## 5. Maintenance, Repair and Restoration.

5.1 Grantor shall maintain and repair the Access Easement Premises and all existing and future improvements therein, in good condition and without undue delay, except for the Grantee's maintenance and repair responsibilities as set forth in Section 2 herein. Grantor and Grantee shall equally share ( $50 / 50$ split) in all costs of such maintenance, repair and/or restoration, including repaving expenses. Notwithstanding the foregoing, Grantee's contribution shall not exceed the $\$ 3,562.00$ ("Annual Maximum Contribution") in any given year for the first five years following the Effective Date. Thereafter, the Annual Maximum Contribution will be subject to increase once every five years based on the Consumer Price Index (CPI) or $3 \%$, whichever is less. Grantor shall invoice Grantee annually no later than December $1^{\text {st }}$ for costs incurred during the prior fiscal year (October $1^{\text {st }}$ to September $30^{\text {th }}$ ). Grantee shall pay Grantor within sixty (60) days following receipt of the invoice. Grantee's obligation to contribute to the costs of maintenance, repair and/or restoration, including repaving expenses, shall be subject to revision and potential termination, upon material changes to the assigned use and operational conditions of Grantor Property. In the event of a default by Grantee under the Master Lease or an event of non-appropriation by Grantee under the Master Lease, as hereinafter defined and set forth in Section 6 below, Grantor and Grantee shall equally share (50/50 split without any Annual Maximum Contribution limitation) in all costs of maintenance, repair and/or restoration, including repaving expenses of the Access Easement Premises and all existing and future improvements therein until the expiration or termination of the Series 2022B-1 Lease.
5.2 Grantee shall maintain and repair the Landscape Easement Premises including any Future Park Landscape Improvements therein in good condition and without undue delay.
6. Abandon Use. Grantee expressly agrees that in the event Grantee abandons its use of the Access Easement Premises for the purposes herein expressed and/or the Benefitted Property is not used by Grantee and/or for public education purposes, this Easement granted hereby shall become null and void, and all the right, title and interest in and to the Access Easement Premises shall revert to Grantor. Grantor acknowledges that Grantee has leased a portion of the Benefitted Property to Palm Beach School Board Leasing Corp., (the "Corporation") pursuant to a Series 2022B Ground Lease by and between the School Board and the Corporation (as the same may be amended or supplemented from time to time, the "Series 2022B Ground Lease"), and the Corporation has subleased back a portion of the Benefitted Property to the School Board pursuant to a Master Educational Facilities Lease Purchase Agreement dated as of November 1, 1994, as amended May 12, 2020 (as the same may be amended or supplemented from time to time, the "Master Lease"), by and between the Corporation, the School Board and The Bank of New York

Mellon Trust Company, N.A. as Trustee and Assignee of the Corporation (the "Trustee") as supplemented by a Schedule No. 2022B-1 by and between the Corporation and the School Board (which Master Lease together with such Schedule constitutes a separate lease, the "Series 2022B1 Lease). Notwithstanding anything set forth in this Section, Grantor agrees that the exercise of the Trustee's rights under the Master Lease in the event of a default or an event of nonappropriation by Grantee under the Master Lease shall not be a violation of the public education use provision or trigger of the automatic termination provision set forth in this Section
7. Quiet Enjoyment. 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 Grantor Property to the extent that such does not interfere with the rights granted herein.

## 8. Management.

8.1 Prior to the commence of operations of Grantee's Access Improvements, Grantee shall provide Grantor with its onsite operations plan for the control and management of orderly vehicle operations during peak times of operations, including any special events, which shall be subject to review and approval by Grantor. Any and all subsequent amendments thereto shall be provided to Grantor for review and approval not more than five (5) business days following adoption and prior to implementation. Such approvals shall not be unreasonably withheld by Grantor.
8.2 Grantee's Police Department personnel shall routinely patrol and assist the safe and orderly operation of Access Easement Premises during peak times of operations, including any special events.
8.3 Grantee shall be solely responsible for, and take all necessary precautionary measures to prevent pedestrian entries upon any portion of the Access Easement Premises that is improved for use by vehicular traffic.
8.4 Grantee shall coordinate the scheduling of all after-school activities and special events with the Grantor's Parks and Recreation Department and Library System on a continuous and ongoing basis so as to avoid the potential for operational conflicts to the greatest extent possible.
9. Public Relations. Grantee shall be solely responsible for handling all public relations activities related to the operation of the Access Easement Premises during all school operations, events and activities. This shall include, but not be limited to, responding to public inquiries and/or complaints, attending public meetings and presenting at community meetings as may be requested from time to time.
10. Liens. Neither Grantor's nor Grantee's interest in Grantor's Property shall be subject to liens arising from Grantee's or any other person or entity's use of Grantor's Property or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against Grantor's Property to be discharged or transferred to bond.
11. Hold Harmless. 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.
12. No Dedication. The grant of Easement contained herein is for the use and benefit of Grantee, Grantee's authorized agents, 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 Grantor Property.
13. Notices. 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
and

Palm Beach County Parks Department
Administrative Office
$27006^{\text {th }}$ Avenue South
Lake Worth, FL 33461-4799

Grantee:
School Board of Palm Beach County
Attention: Director, Planning and Intergovernmental Relations
3661 Interstate Park Road North
Riviera Beach, FL 33404
With a copy to:
School Board of Palm Beach County
Attention: General Counsel
3300 Forest Hill Blvd. C-331
Palm Springs, FL 33406
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.
14. Governing Law and Venue. 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.
15. Terms, Conditions and Covenants. The terms, conditions, covenants and provisions of this Easement shall run with the land and burden the Grantor Property and Benefitted Property and inure to the benefit of and be binding upon the Grantor and Grantee, and their respective successors and assigns.
16. No Third Party Beneficiary. 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.
17. Construction. 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.
18. Entire Understanding. 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.
19. Effective Date. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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

## ATTEST: <br> JOSEPH ABRUZZO <br> CLERK OF THE CIRCUIT COURT <br> \& COMPTROLLER

By:
Deputy Clerk

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO


Assistant County Attorney

## Pint Witns Name

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

By: $\qquad$
Gregg Weiss, Mayor

APPROVED AS TO TERMS AND CONDITIONS


## ATTEST:



Signed, sealed and delivered in the presence of:


GRANTEE:
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: Truala@ $\frac{\text { Frank A. Barbieri, Jr., Esq., Chair }}{\text { Tres }}$

Witness Signature


Print Witness Name


Witness Signature


Print Witness Name


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: $\qquad$

[^1] Board9.9.22 REV clean.Blair and Isami comments.3-9-23 hf comments. 3-9-23 rev 3-14-23 mj.docx


## NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATVEE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S89" $26^{\prime} 03^{\prime \prime} W$ ALONG THE SOUTHERLY LINE OF TRACT B, PLAT OF BOYNTON-LYONS AS RECORDED IN PLAT BOOK 110, PAGE 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.
6. THE SKETCH FOLLOWS THE APPROXIMATE EDGE OF PAVEMENT AS LOCATED IN THE FIELD BY ENGENUITY GROUP.

## SURVEYOR'S 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 MARCH 31, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 MEETS THE STANDARDS OF PRACIICE SET FORTH IN RULE 5J-17
ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS ADOPTED BY THE FLORIDA BOARD OF SURVEY
PURSUANT TO FLORIDA STATUTES 472.027.

## Andre <br> Digitally signed by Andre Rayman <br> DN: $c=U S$, $s n=$ Rayman givenName=Andre, up.com, cn=Andre Penuitygro Date: 2023.03.31 11:11:14 -0400'

C. ANDRE RAYMAN, P.S.M.

PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA LICENSE NO. 4938 STATE OF FLORIDA LB\#6603


# EXHIBIT A SKETCH OF DESCRIPTION THIS IS NOT A SURVEY NOT VALID WTHOUT ACCOMPANYNG SHEETS 1, 3-6 

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN TRACT "C" OF THE PLAT OF PLAT OF BOYNTON-LYONS AS RECORDED IN PLAT BOOK 110, PAGE 5, AND TRACT "B" OF THE PLAT OF CANYON TOWN CENTER TMD AS RECORDED IN PLAT BOOK 111, PAGE 17, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF TRACT "B" OF SAID PLAT OF BOYNTON-LYONS; THENCE ALONG THE EASTERLY LINE OF TRACT "C" OF SAID PLAT OF BOYNTON-LYONS, SOO $23^{\prime} 24^{\prime \prime} E$ A DISTANCE OF 55.39 FEET TO THE POINT OF BEGINNING;

SAID POINT OF BEGINNING BEING ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIAL BEARING OF N $21^{\circ} 04^{\prime} 22^{\prime \prime}$ W; AND A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 31^{\prime} 50^{\prime \prime}$ AN ARC LENGTH OF 12.54 FEET TO THE POINT OF TANGENCY; THENCE $589^{\circ} 27^{\prime} 28^{n} \mathrm{~W}$ A DISTANCE OF 90.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $0.555^{\prime} 52^{\prime \prime}$ AN ARC LENGTH OF 12.68 FEET TO THE POINT OF TANGENCY; THENCE N89'36'40"W A DISTANCE 87.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 700.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\prime} 24^{\prime \prime} 56^{\prime \prime}$ AN ARC LENGTH OF 139.47 FEET TO THE POINT OF TANGENCY; THENCE N 78.11 '44"W A DISTANCE OF 54.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVNG A RADIUS OF 780.00 FEET; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF $1{ }^{\circ} 32^{\prime} 26^{\prime \prime}$ AN ARC LENGTH OF 20.97 FEET TO A POINT OF NON-TANGENCY; THENCE NO9*55' $28^{\prime \prime}$ E A DISTANCE OF 24.43 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "B"; THENCE ALONG SAID SOUTHERLY LINE, S89"26'03"W A DISTANCE OF 40.58 FEET; THENCE LEAVNG SAID SOUTHERLY LINE, SO9*55" $28^{\circ}$ W A DISTANCE OF 17.83 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIAL BEARING OF SO7 $19^{\prime} 55^{\wedge}$ W, AND A RADIUS OF 780.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $07{ }^{\circ} 50^{\prime} 49^{\prime \prime}$ AN ARC LENGTH OF 106.82 FEET TO THE POINT OF TANGENCY; THENCE $589^{\circ} 29^{\prime} 06^{n} \mathrm{~W}$ A DISTANCE OF 488.57 FEET; THENCE N $7113^{\prime} 51^{\prime \prime} \mathrm{W}$ A DISTANCE OF 29.28 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT B; THENCE ALONG SAID SOUTHERLY LINE, S89"26'03"W A DISTANCE OF 59.52 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S $70^{\circ} 18^{\prime} 07^{\prime \prime}$ W A DISTANCE OF 29.27 FEET; THENCE $589^{\circ} 29^{\prime} 06^{\prime \prime}$ W A DISTANCE OF 13.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 145.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $4048^{\prime} 38^{n}$ AN ARC LENGTH OF 102.01 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVNG A RADIUS OF 66.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $79{ }^{1} 12^{\prime \prime} 48^{\prime \prime}$ AND ARC LENGTH OF 91.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 145.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $71^{\prime} 27^{\prime} 43^{\prime \prime}$ AN ARC LENGTH OF 180.85 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $32^{2} 37^{\prime} 17^{\prime \prime}$ AN ARC LENGTH OF 96.79 FEET TO THE POINT OF TANGENCY; THENCE $589^{\circ} 25^{\prime} 21^{\prime \prime} \mathrm{W}$ A DISTANCE OF 260.53 FEET; THENCE S88"10'18"W A DISTANCE OF 244.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 445.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{*} 37^{\prime} 13^{\prime \prime}$ AN ARC LENGTH OF 191.22 FEET TO THE POINT OF TANGENCY; THENCE N67"12'29"W A DISTANCE OF 47.67 FEET; THENCE N62'56' $43^{\prime \prime} \mathrm{W}$ A DISTANCE OF 105.99 FEET; THENCE S89'35'13"W A DISTANCE OF 14.67 FEET TO A POINT ON 'THE WESTERLY LINE OF TRACT "B", SAID CANYON TOWN CENTER TMD; THENCE ALONG SAID WESTERLY LINE, SOO" $23^{\prime} 24^{n}$ " A DISTANCE OF 50.34 FEET; THENCE LEAVING SAID EASTERLY LINE, N89*43'50"E A DISTANCE OF 6.35 FEET; THENCE S68*37’09"E A DISTANCE OF 139.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ} 57^{\prime} 30^{\prime \prime}$ AN ARC LENGTH OF 143.72 FEET TO THE POINT OF TANGENCY; THENCE N $89^{\circ} 25^{\prime} 21^{\prime \prime} E$ A DISTANCE OF 566.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $32^{\circ} 23^{\prime} 50^{\prime \prime}$ AN ARC LENGTH OF 79.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 189.71 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $34^{\circ} 022^{\prime} 03^{\prime \prime}$ an ARC LENGTH OF 112.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVNG A RADIUS OF 93.00 FEET; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF $499^{\circ} 57^{\prime} 599^{\prime \prime}$ AN ARC LENGTH OF 81.10 FEET TO THE POINT OF REVERSE CURVATURE OF a CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 66.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ} 59^{\prime} 00^{\prime \prime}$ AN ARC LENGTH OF 105.96 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $36{ }^{\circ} 24^{\prime} 18^{\prime \prime}$ AN ARC LENGTH OF 63.54 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $05^{\circ} 16^{\prime} 19^{\prime \prime}$ AN ARC LENGTH OF 71.31 FEET TO A POINT OF TANGENCY; THENCE N $87^{\circ} 26^{\prime} 43^{\prime \prime} E$ A DISTANCE OF 19.25 FEET; THENCE N89*29'06"E A DISTANCE OF 558.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11{ }^{\circ} 54^{\prime} 54^{\prime \prime}$ AN ARC LENGTH OF 155.97 FEET TO THE POINT OF TANGENCY; THENCE $578^{\circ} 36^{\prime}$ '00"E A DISTANCE OF 16.31 FEET; THENCE S67*00'44"E A DISTANCE OF 43.12 FEET; THENCE $573^{\prime} 20^{\prime} 12^{\prime \prime} E$ A DISTANCE OF 42.44 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIAL BEARING OF N $15^{\circ} 23^{\prime} 55^{n} \mathrm{E}$ AND A RADIUS OF 540.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $15{ }^{\circ} 39^{\prime} 46^{\prime \prime}$ AN ARC LENGTH OF 147.62 FEET TO THE POINT OF TANGENCY; THENCE N89 $9^{\circ} 44^{\prime}$ O9" E A DISTANCE OF 150.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $19{ }^{\prime 3} 36^{\prime}$ 02" AN ARC LENGTH OF 15.39 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT "C", PLAT OF BOYNTON-LYONS; THENCE ALONG SAID EASTERLY LINE, NOO²3'24"W A DISTANCE OF 58.71 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.259 ACRES
FGR:
SENATOR JOSEPH ABRUZZO LANE

| SCALE: | N/A |
| :--- | ---: |
| DRAWN BY: | CAR |
| CHECKED BY: | J. MALIN |
| DATE: | $03-31-2023$ |

FIELD BDCK $\$$
SHEET:


280 CONGRESS AVENUE, SUIE 101, WEST PALM BEACH, FLORIDA 33409 PH (561)655-1151 * FAX (561)B32-9390 - WWW.ENGENUITYGROUP.COM


## EXHIBIT A

 SKETCH OF DESCRIPTION

PANEL A




# EXHIBIT B SKETCH OF DESCRIPTION THIS IS NOT A SURVEY 

 NOT VALD WTHOUT ACCOMPANYNG SHEETS 2-3LEGAL DESCRIPTION
A PARCEL OF LAND LYING IN TRACT "C" OF THE PLAT OF PLAT OF BOYNTON-LYONS AS RECORDED IN PLAT BOOK 110, PAGE 5, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF TRACT "C", OF SAID PLAT OF BOYNTON-LYONS, THENCE ALONG THE EASTERLY LINE OF SAID TRACT, SO0²3'24"E A DISTANCE OF 55.39 FEET TO THE POINT OF BEGINNING; TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIAL BEARING OF N2104'22"W; AND A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ} 31^{\prime} 50^{\prime \prime}$ AN ARC LENGTH OF 12.54 FEET TO THE POINT OF TANGENCY; THENCE $589^{\circ} 27^{\prime} 28^{\prime \prime} \mathrm{W}$ A DISTANCE OF 90.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $0^{\circ} 55^{\prime} 52^{\prime \prime}$ AN ARC LENGTH OF 12.68 FEET TO THE POINT OF TANGENCY; THENCE N89. $36^{\prime} 40^{\prime \prime} \mathrm{W}$ A DISTANCE 87.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 700.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ} 24^{\prime} 56^{\prime \prime}$ AN ARC LENGTH OF 139.47 FEET TO THE POINT OF TANGENCY; THENCE N78"11'44"W A DISTANCE OF 54.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 780.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12"19'10" AN ARC LENGTH OF 167.71 FEET TO A POINT OF TANGENCY; THENCE $589^{\circ} 29^{\prime} 06^{\prime \prime}$ W A DISTANCE OF 579.30 FEET; THENCE N0154'51"E A DISTANCE OF 9.62 FEET TO A POINT ON THE EASTERLY LINE OF TRACT B SAID BOYNTON-LYONS IN PLAT BOOK 110, PAGE 5; THENCE N89 $26^{\prime} 03^{\prime \prime}$ E A DISTANCE 1140.24, ALONG THE SOUTHERLY LINE OF TRACT B TO THE POINT OF BEGINNING

CONTAINING 28,766 SQUARE ( 0.661 ACRES) FEET MORE OR LESS

SURVEYOR'S 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 MARCH 31, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027

Digitally signed by Andre Rayman
DN: $c=U S, s n=$ Rayman givenName=Andre, email=arayman@engenuit
Andre Rayman Rayman
3.03.31 11:12:44
C. ANDRE RAYMAN, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA LICENSE NO. 4938 STATE OF FLORIDA LB\#6603

| WEST BOYNTON BEACH MIDDLE SCHOOL |  |  |  |
| :---: | :---: | :---: | :---: |
| SCALE: $\mathrm{N} / \mathrm{A}$ <br> DRAWN BY: JO | FIELD BIDK $\otimes$ $\qquad$ <br> $\overline{\text { FLDRIDA R.L.S. }}$ \# |  | SHEET: |
| DATE: 03-31-2023 |  |  | 20150.08 |

Y: \Land Projects R2 \20150.08 Sunset Palms Middle School (West Boynton MS) \dwg \20150_08 W. Boynton MS Grass Area S\&D.dwg 3/31/2023 8:42:56 AM EDT

## EXHIBIT B

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WTHOUT ACCOMPANYNG SHEETS 1,3

## LEGEND

PB PLAT BOOK
PG PAGE
ORB OFFICIAL RECORD BOOK
$\triangle$ DELTA
L LENGTH
$R$ RADIUS
PCN PARCEL CONTROL NUMBER


## NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF $589^{\circ} 26^{\prime} 03^{\prime \prime} \mathrm{W}$ ALONG THE SOUTHERLY LINE OF TRACT B, PLAT OF BOYNTON-LYONS AS RECORDED IN PLAT BOOK 110, PAGE 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATVE THERETO.
5. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS $\mathbb{N}$ RULE 5 J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.
6. THE SKETCH FOLLOWS THE APPROXIMATE EDGE OF PAVEMENT AS LOCATED IN THE FIELD BY ENGENUITY GROUP.

$Y: \$ Land Projects $R 2 \backslash 20150.08$ Sunset Palms Middle School (West Boynton MS) \dwg $20150 \_08$ W. Boynton MS Grass Area S\&D.dwg 3/31/2023 8:42:56 AM EDT


Y: \Land Projects R2 $\backslash 20150.08$ Sunset Palms Middle School (West Boynton MS) $\backslash d w g \backslash 20150 \_08$ W. Boynton MS Grass Area S\&D.dwg 3/31/2023 8:42:56 AM EDT

# EXHIBIT C SKETCH OF DESCRIPTION <br> THIS IS NOT A SURVEY NOT VALID WTHOUT ACCOMPANYING SHEETS 2-3 

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING PORTIONS OF TRACT B, OF SAID PLAT OF BOYNTON-LYONS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURTT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 110, PAGE 5 TOGETHER WITH A PORTION OF TRACT D, CANYON TOWN CENTER TMD, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 111, PAGE 17 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
beginning at the southeast corner of said tract b, BOYNTON-LYONS, THENCE ALONG THE EASTERLY LINE OF SAID TRACT B, NOO²3'24"W A DISTANCE OF 388.75 FEET; THENCE N $01^{\circ} 02^{\prime} 47^{\prime \prime} E$ A DISTANCE OF 249.48 FEET; THENCE LEAVING SAID EASTERLY LINE, N89. $25^{\prime} 01^{\prime \prime}$ W A DISTANCE OF 220.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIAL BEARING OF N $40^{\circ} 36^{\prime} 25^{\prime \prime}$ W AND A RADIUS OF 279.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $81^{\circ} 09^{\prime} 37^{\prime \prime}$ AN ARC LENGTH OF 395.21 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF SO40 ${ }^{\circ} 3^{\prime} 35^{\prime \prime}$ W AND A RADIUS OF 34.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $48^{\circ} 28^{\prime} 36^{\prime \prime}$ AN ARC LENGTH OF 28.77 FEET TO A POINT OF TANGENCY; THENCE S45. $34^{\prime} 59^{\prime \prime} \mathrm{W}$ A DISTANCE OF 44.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $45^{\circ} 00^{\prime} 00^{\prime \prime}$ AND ARC LENGTH OF 54.98 FEET TO A POINT OF TANGENCY; THENCE N89. $25^{\prime} 01^{\prime \prime} \mathrm{W}$ A DISTANCE OF 35.89 FEET; THENCE S00³4'59"W A DISTANCE OF 28.67 FEET; THENCE N89²5'01"W DISTANCE OF 107.00 FEET; THENCE SO0 ${ }^{\circ} 34^{\prime} 59^{\prime \prime} W$ A DISTANCE OF 54.74 TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF S01"08'10"W AND A RADIUS OF 90.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $72^{\circ} 23^{\prime} 11^{\prime \prime}$ AN ARC LENGTH OF 114.34 FEET TO A POINT OF REVERSE CURVATURE, A RADIUS OF 139.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $69^{\circ} 54^{\prime} 05^{\prime \prime}$ AN ARC LENGTH OF 170.19 FEET TO A POINT OF TANGENCY; THENCE N89.25'01"W A DISTANCE OF 98.91 FEET TO A POINT ON THE EASTERLY LINE OF TRACT B, SAID CANYON TOWN CENTER; THENCE ALONG SAID EASTERLY LINE, S $01^{1}{ }^{1} 8^{\prime} 14^{\prime \prime}$ E A DISTANCE OF 353.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT B; THENCE ALONG SAID SOUTHERLY LINE, N89*26'03"E A DISTANCE OF 1140.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.435 ACRES MORE OR LESS

## SURVEYOR'S 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 PREPARFD UNDFR MY DIRECTION ON MARCH 31, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS ADOPIED BY THE FLORIDA BOARD OF SURV
PURSUANT TO FLORIDA STATUTES 472.027 .

## Andre Rayman <br> Digitally signed by Andre Rayman <br> DN: $c=U S$, sn=Rayman <br> givenName=Andre, <br> email=arayman@engenuitygro Date: 2023.03.31 11:12:06-04'00'

C. ANDRE RAYMAN, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA LICENSE NO. 4938
STATE OF FLORIDA LB\#6603

WEST BOYNTON BEACH MIDDLE SCHOOL


Y: \Land Projects R2\20150.08 Sunset Palms Middle School (West Boynton MS) \dwg $20150 \_08$ W. Boynton MS Boundary S\&D.dwg 3/31/2023 9:19:31 AM EDT

## EXHIBIT C <br> SKETCH OF DESCRIPTION <br> THIS IS NOT A SURVEY

 NOT VALID WTHOUT ACCOMPANYNG SHEETS 1,3LEGEND
PB PLAT BOOK
PG PAGE
ORB OFFICIAL RECORD BOOK
$\triangle$ DELTA
L LENGTH
R RADIUS
PCN PARCEL CONTROL NUMBER


NOIES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N89 ${ }^{\circ} 26^{\prime} 03^{\prime \prime} E$ ALONG THE SOUTHERLY LINE OF TRACT B, PLAT OF BOYNTON-LYONS AS RECORDED IN PLAT BOOK 110, PAGE 5 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.
6. THE SKETCH FOLLOWS THE APPROXIMATE EDGE OF PAVEMENT AS LOCATED IN THE FIELD BY ENGENUITY GROUP.

WEST BOYNTON BEACH MIDDLE SCHOOL


Y: \Land Projects R2\20150.08 Sunset Polms Middle School (West Boynton MS) \dwg $20150 \_08$ W. Boynton MS Boundary S\&CD.dwg 3/31/2023 9:19:31 AM EDT



[^0]:    Department Director

[^1]:    \Pbcgov.org\FDO\Common\PREM\Dev\Open Projects\PR-Canyon District Park\School Board\Access Easement.-Canyon Lakes -School

