

Department: Engineering and Public Works
Submitted by: Engineering and Public Works
Submitted for: Roadway Production Division

1. Subordination for Project No. MRT-2019-017, FPL (Family Church – 5)
2. Subordination for Project No. MRT-2019-017, LRECD (Family Church – 5)
3. Subordination for Project No. MRT 2021-006, FPL (Polo Club Shops Replat 2)
4. Subordination for Project No. MRT 2019-011, AT&T (Minto West TTD)
5. Subordination for Project No. MRT 2022-010, FPL (Elan Palm Reserve MUPD)
6. Subordination for Project No. MRT 2022-014, SUA (Plat of Northlake Square)
7. Subordination for Project No. MRT 2022-014, FPL (Plat of Northlake Square)
8. Subordination for Project No. MRT 2024-010, FPL (Everton PUD)

Recommended by: David L. Kist 3 OCT 2025
County Engineer Date

Approved by: Joe 10/12/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☐ No ☒

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No: Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review:

Danny Ramlal

III. REVIEW COMMENTS

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

ASDC 10/7/25
OFMB 9/11/10

Paula G. Gadd 10/7/25
Contract Dev. and Control
10/9/25 TW

B. Approved as to Form and Legal Sufficiency:

[Signature] 10/9/25
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2

Background and Justification (Continued from Page 1):

Resolution R2020-0614, dated June 2, 2020, delegates authority to the County Administrator or designee to sign subordination agreements on behalf of the BCC. The County Administrator designated authority to the County Engineer on June 10, 2020.

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CFN 20210064433

DR BK 32185 PG 1541
RECORDED 02/10/2021 14:13:27
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1541 - 1549; (9pgs)

Return via Palm Beach County interoffice mail to:
Brent Enck, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This instrument prepared by:
Samantha J. Saucier
Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408

Property Control Number: Portion of 00-42-40-35-00-000-7010

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. MRT 2019-017
ROAD NAME: ROEBUCK ROAD @
LOXAHATCHEE RIVER ROAD
PARCEL NO. RW

**SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

R2020 0540

THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS ("Agreement") is entered into this ____ day of JUN 02 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Utility"), whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420.

WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on attached Exhibit "A" ("Lands") that have been determined necessary for future Public Right-of-Way purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area acceptable to the

Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County's use and the Utility's use so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

AGREEMENT

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility's easement located upon the Lands, as granted via the below-referenced instrument, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
EASEMENT	09/14/1994	CHARLEY MILLS	FP&L	ORB8425/PG684

2. "Public Right-of-Way", as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached **Exhibit "A"**, and which a portion of the Public Right-of-Way includes all or a part of the Utility's above-referenced easement on the Lands (all as depicted on said Exhibit).

3. Should the County require the Utility to alter, adjust, or relocate any of the Utility's facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s). In addition, the Utility retains the right to be reimbursed in the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if such alteration, adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such

new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.

6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).

7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

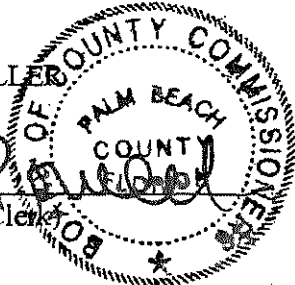
(Signatures and Acknowledgements appear on following pages.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: [Signature]
Clerk (or Deputy Clerk)



County:

R2020 0540

PALM BEACH COUNTY,
a political subdivision of the State of Florida
by and through its Board of County Commissioners

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Morton L. Rose, P.E., Director, Roadway Production
Engineering & Public Works Department

Utility:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Signed, sealed and delivered
in the presence of:

By: [Signature]

Print Name: Colleen Sementelli

By: Stacy B. Winnubst

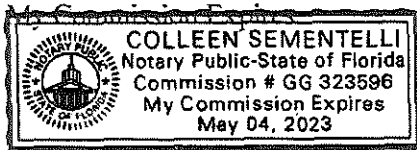
Print Name: Stacy B. Winnubst

By: [Signature]
Samantha J. Saucier
Corporate Real Estate Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier, to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as Area Real Estate Manager of Florida Power & Light Company, a Florida corporation and acknowledged before me by means of (*choose one*) physical presence *or* online notarization, that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 9th day of April, 2020.



Notary Signature: [Signature]
Notary Public State of Florida

Printed Name: Colleen Sementelli

LEGAL DESCRIPTION

BEING A PORTION OF A FLORIDA POWER & LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 8425, PAGE 684, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST, SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, AS SHOWN ON THE PLAT OF JUPITER HIGHLANDS AS RECORDED IN PLAT BOOK 25, PAGE 241, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; RUN THENCE SOUTH 00°16'29" EAST, ALONG THE CENTERLINE OF LOXAHATCHEE RIVER ROAD, A DISTANCE OF 58.00 FEET; THENCE NORTH 89°55'09" WEST, (DEPARTING FROM SAID CENTERLINE), A DISTANCE OF 30.01 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF LOXAHATCHEE RIVER ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°55'09" WEST, (DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE), A DISTANCE OF 25.25 FEET; THENCE NORTH 45°05'49" WEST, A DISTANCE OF 14.19 FEET; THENCE SOUTH 89°55'09" EAST, A DISTANCE OF 25.25 FEET; THENCE SOUTH 45°05'52" EAST, A DISTANCE OF 14.19 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF LOXAHATCHEE RIVER ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 253 SQUARE FEET, OR 0.0058 ACRES, MORE OR LESS.

CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 2, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 F.A.C., ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Timothy M. Smith

TIMOTHY M. SMITH, P.S.M.
FLORIDA REGISTRATION NO. 4676

NOT A SURVEY

EXHIBIT A

SHEET 1 OF 4

TIMOTHY M. SMITH
LAND SURVEYING, INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
(561) 602-8160
LB #6865

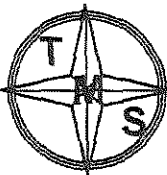
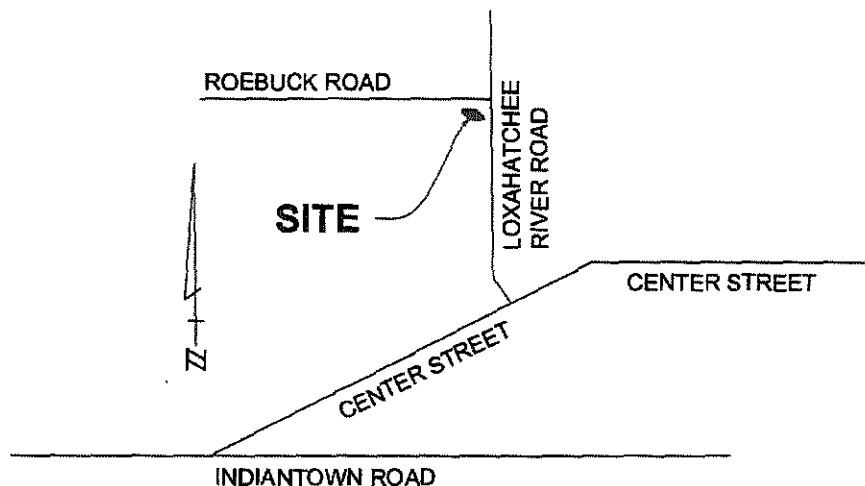


EXHIBIT A
SUBORDINATION
AGREEMENT
SKETCH OF LEGAL
DESCRIPTION

SCALE:	N/A
DATE:	JULY 2019
DIRECTORY:	FAMILOXA
FIELD BOOK:	N/A
DWG NO.:	FAMILOXA SK04

LOCATION MAP

SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST
NOT TO SCALE



SURVEYOR'S NOTES

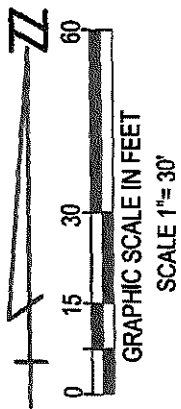
1. SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF TIMOTHY M. SMITH, P.S.M., FLORIDA CERTIFICATE LS 4676.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 735696, EFFECTIVE DATE: MAY 15, 2019 AT 11:00PM. SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL POINTS "FERGUS" AND "COUNTRY CLUB" WITH A GRID BEARING OF NORTH $76^{\circ}59'54''$ WEST. (ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION OF THE FLORIDA EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT, BASED ON THE GEODETIC CONTROL ESTABLISHED AND ACCEPTED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT.)
4. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. REFER TO SPECIFIC PURPOSE SURVEY BY TIMOTHY M. SMITH LAND SURVEYING, INC., "FAMILLOXA SY03 SPS", DATED MAY 22, 2019.

COORDINATES, BEARINGS, AND DISTANCES NOTES

COORDINATES SHOWN ARE GRID DATUM = NAD 83 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR
PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.0000341545
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990
ADJUSTMENT, FLORIDA EAST ZONE.

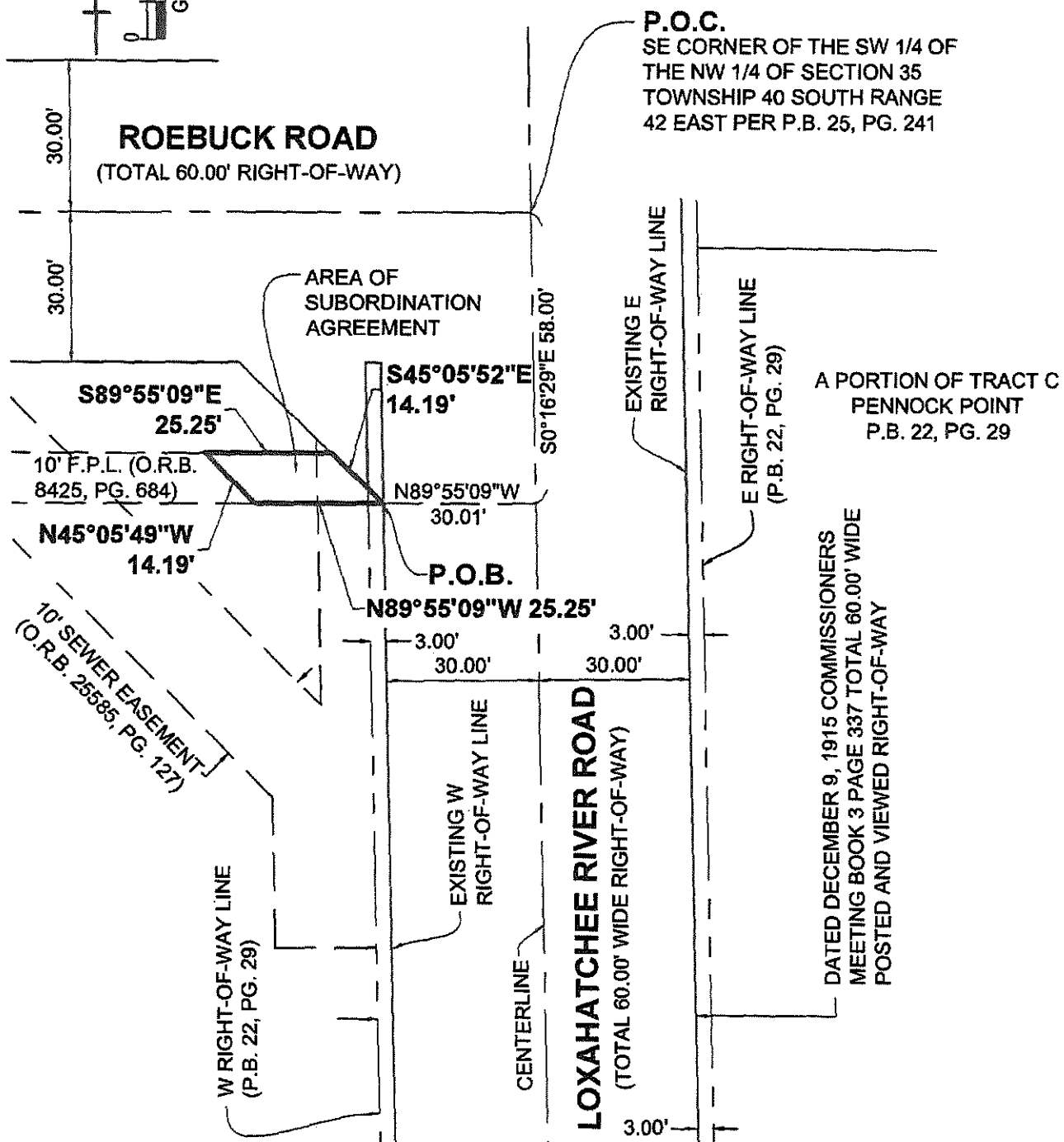
NOT A SURVEY

SHEET 2 OF 4



LEGEND:

F.P.L. FLORIDA POWER & LIGHT
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG(S). PAGE(S)
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PBCO PALM BEACH COUNTY
R/W RIGHT OF WAY



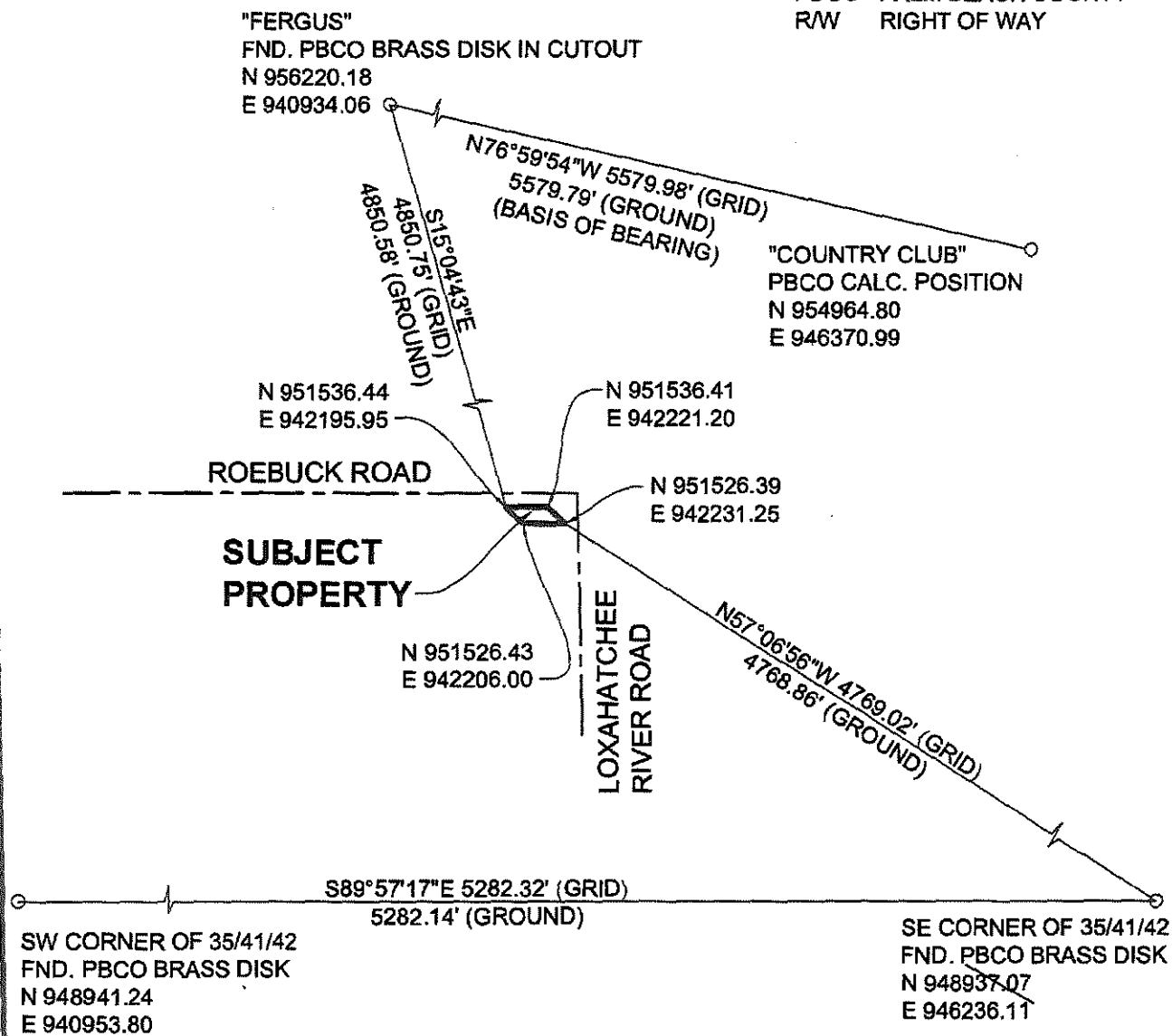
NOT A SURVEY

EXHIBIT A

SHEET 3 OF 4

LEGEND:

FND. FOUND
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PBCO PALM BEACH COUNTY
R/W RIGHT OF WAY



BEARING SKETCH
NOT TO SCALE

NOT A SURVEY



CFN 20210064434

DR BK 32185 PG 1550
RECORDED 02/10/2021 14:13:27
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1550 - 1560 (11pgs)

Return via Palm Beach County interoffice mail to:
Brent Enck, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: Portion of 00-42-40-35-00-000-7010

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: MRT 2019-017

ROAD NAME: ROEBUCK ROAD @
LOXAHATCHEE RIVER ROAD

PARCEL NO.: RW

R2020 0543

SUBORDINATION OF UTILITY INTERESTS

THIS SUBORDINATION is entered into this day of JUN 02 2020, 20 , by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County") and **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, an Agency of the State of Florida, created by a Special Act of Legislature, Chapter 71-822 as amended, whose post office address is 2500 Jupiter Park Drive, Jupiter, Florida 33458-8962, ("Utility").

WHEREAS, the Utility presently has easements on certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility, and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property ("Property"), described in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon or across the Property;

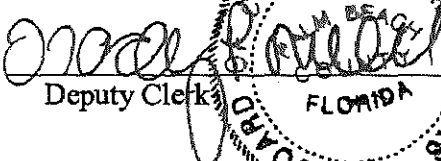
<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>AGAINST</u>	<u>RECORD IN FAVOR OF</u>	<u>FROM OR BOOK / PAGE</u>
Easement	12/5/1994	Central Baptist Church of Jupiter, Florida Inc.	Loxahatchee River Environmental Control District	ORB8529/PG1101
Easement	11/9/2012	First Baptist Church of West Palm Beach, Inc.	Loxahatchee River Environmental Control District	ORB25585/PG127

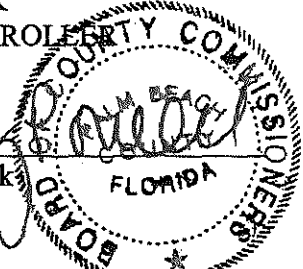
2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.
4. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless Loxahatchee River Environmental Control District against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and Loxahatchee River Environmental Control District shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Loxahatchee River Environmental Control District'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.
5. This subordination shall be attached as an addendum to the permit required by the County for location of facilities on the Property.
6. This subordination is not assignable except to the State of Florida or other governmental entity for the purposes described herein.
7. This subordination is not intended to, nor shall it be construed, to create a third party beneficiary.

IN WITNESS WHEREOF County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: 
Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

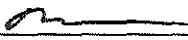
By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Division Director

County: R2020 0543

JUN 02 2020
PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County Commissioners

By: 
Dave Kerner, Mayor

(Official Seal)

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

Debra Henderson
Witness Signature (Required)

Debra Henderson
Witness Name Printed or Typed

Tara Simon
Witness Signature (Required)

Tara Simon
Witness Name Printed or Typed

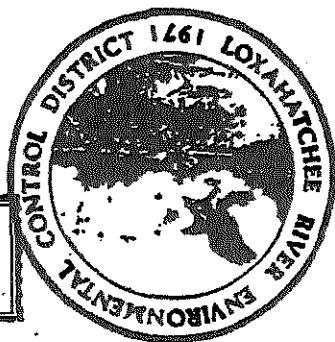
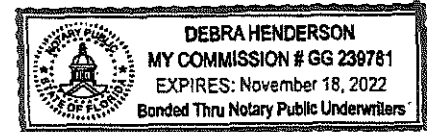
STATE OF Florida

COUNTY OF Palm Beach

Before me personally appeared D. Abrey Arrington, in person, who is personally known to me, or has produced personally known as identification, and who executed the foregoing instrument as Executive Director of LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, an Agency of the State of Florida, and severally acknowledged to and before me by means of (choose one) physical presence or online notarization, that they executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 17th day of April, 2020.

(Stamp/Seal)



Debra Henderson
Notary Signature
Notary Public, State of Florida

Debra Henderson
Print Notary Name
GG 239781

Commission Number
My Commission Expires: 11-18-2022

LEGAL DESCRIPTION

BEING A PORTION OF A SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 25585, PAGE 127, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF A SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 8529, PAGE 1101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST, SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 35, AS SHOWN ON THE PLAT OF JUPITER HIGHLANDS AS RECORDED IN PLAT BOOK 25, PAGE 241, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; RUN THENCE NORTH 89°55'09" WEST, ALONG THE CENTERLINE OF ROEBUCK ROAD, A DISTANCE OF 110.46 FEET; THENCE SOUTH 00°04'51" WEST, (DEPARTING SAID CENTERLINE), A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROEBUCK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, SAID POINT ALSO HEREAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTH 44°58'03" EAST, A DISTANCE OF 4.95 FEET; THENCE NORTH 89°55'09" WEST, A DISTANCE OF 541.07 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 3.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ROEBUCK ROAD; THENCE SOUTH 89°55'09" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 537.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID REFERENCE POINT "A"; RUN THENCE SOUTH 89°55'09" EAST, ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ROEBUCK ROAD, A DISTANCE OF 52.64 FEET; THENCE SOUTH 45°05'52" EAST, A DISTANCE OF 21.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45°05'52" EAST, A DISTANCE OF 14.17 FEET; THENCE SOUTH 00°16'29" EAST, (DEPARTING SAID SOUTH RIGHT-OF-WAY LINE), A DISTANCE OF 91.44 FEET; THENCE SOUTH 89°42'55" WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 00°16'29" WEST, A DISTANCE OF 73.24 FEET; THENCE NORTH 45°05'49" WEST, A DISTANCE OF 4.24 FEET; THENCE NORTH 00°17'05" WEST, A DISTANCE OF 25.26 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ROEBUCK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 2,628.1 SQUARE FEET, OR 0.0603 ACRES, MORE OR LESS.

NOT A SURVEY

EXHIBIT A

SHEET 1 OF 7

TIMOTHY M. SMITH
LAND SURVEYING, INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
(561) 602-8160
LB #6865

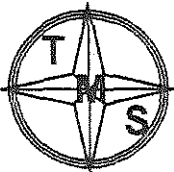


EXHIBIT A
SUBORDINATION
AGREEMENT
SKETCH OF LEGAL
DESCRIPTION

SCALE:	N/A
DATE:	JULY 2019
DIRECTORY:	FAMILOXA
FIELD BOOK:	N/A
DWG NO.:	FAMILOXA SK03

CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 2, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 F.A.C., ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Timothy M. Smith

TIMOTHY M. SMITH, P.S.M.
FLORIDA REGISTRATION NO. 4676

NOT A SURVEY

EXHIBIT A

SHEET 2 OF 7

TIMOTHY M. SMITH
LAND SURVEYING, INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
(561) 602-8160
LB #6865

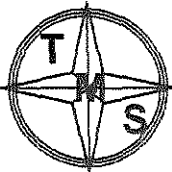
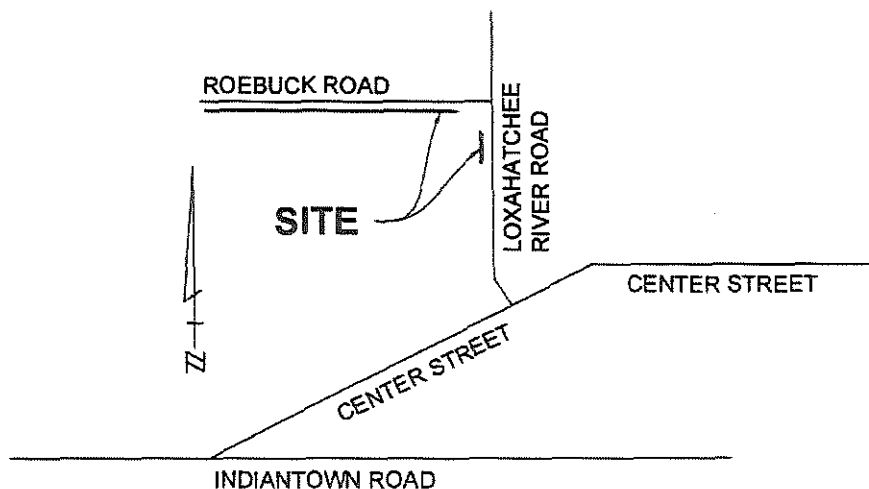


EXHIBIT A
SUBORDINATION
AGREEMENT
SKETCH OF LEGAL
DESCRIPTION

SCALE:	N/A
DATE:	JULY 2019
DIRECTORY:	FAMILOXA
FIELD BOOK:	N/A
DWG NO.:	FAMILOXA SK03

LOCATION MAP

SECTION 35, TOWNSHIP 40 SOUTH, RANGE 42 EAST
NOT TO SCALE



SURVEYOR'S NOTES

1. SURVEY MAP OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF TIMOTHY M. SMITH, P.S.M., FLORIDA CERTIFICATE LS 4676.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 735696, EFFECTIVE DATE: MAY 15, 2019 AT 11:00PM. SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE BETWEEN PALM BEACH COUNTY HORIZONTAL CONTROL POINTS "FERGUS" AND "COUNTRY CLUB" WITH A GRID BEARING OF NORTH 76°59'54" WEST. (ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION OF THE FLORIDA EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT, BASED ON THE GEODETIC CONTROL ESTABLISHED AND ACCEPTED BY THE PALM BEACH COUNTY SURVEY DEPARTMENT.)
4. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. REFER TO SPECIFIC PURPOSE SURVEY BY TIMOTHY M. SMITH LAND SURVEYING, INC., "FAMILLOXA SY03 SPS", DATED MAY 22, 2019.

COORDINATES, BEARINGS, AND DISTANCES NOTES

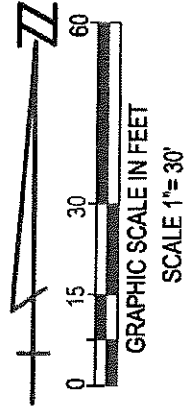
COORDINATES SHOWN ARE GRID DATUM = NAD 83 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR
PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.0000341545
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM, NAD 83 1990
ADJUSTMENT, FLORIDA EAST ZONE.

NOT A SURVEY

SHEET 3 OF 7



MATCH SHEET 6



THE SW 1/4 OF THE NW 1/4 OF SECTION 35
TOWNSHIP 40 SOUTH
RANGE 42 EAST

TOTAL 60.00' WIDE POSTED AND VIEWED RIGHT-OF-WAY
COMMISSIONERS MEETING BOOK 9 PAGE 237 DATED
DECEMBER 9, 1915

EXISTING N
RIGHT-OF-WAY LINE

LEGEND:

F.P.L. FLORIDA POWER & LIGHT
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG(S). PAGE(S)
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PBCO PALM BEACH COUNTY
R.P. REFERENCE POINT
R/W RIGHT OF WAY

MATCH SHEET 4

SHEET 5 OF 7

ROEBUCK ROAD
(TOTAL 60.00' RIGHT-OF-WAY)

CENTERLINE

EXISTING S
RIGHT-OF-WAY LINE

10' SEWER EASEMENT
(O.R.B. 25585 PG. 127)

30.00'

30.00'

S44°58'03"E 4.95'

P.O.B.
(R.P. "A")

S0°04'51"W
30.00'

S89°55'09"E 537.57'

AREA OF SUBORDINATION
AGREEMENT

10' F.P.L. (O.R.B. 8425, PG. 684)

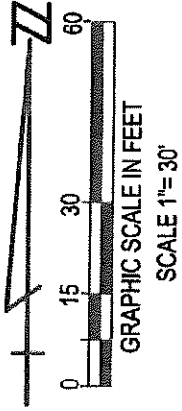
10' SEWER EASEMENT
(O.R.B. 25585, PG. 127)

NOT A SURVEY

EXHIBIT A

LOT 12, LOXAHATCHEE PINES
(P.B. 66, PGS. 01-02)

N0°01'11"W 3.50'



3.5'

30.00'

30.00'

TOTAL 60.00' WIDE POSTED AND VIEWED RIGHT-OF-WAY
COMMISSIONERS MEETING BOOK 9 PAGE 237 DATED
DECEMBER 9, 1915

EXISTING N
RIGHT-OF-WAY LINE

10' SEWER EASEMENT
(O.R.B. 8529, PG. 1101)

EXISTING S
RIGHT-OF-WAY LINE

CENTERLINE

ROEBUCK ROAD
(TOTAL 60.00' RIGHT-OF-WAY)

N LINE NW 1/4 OF THE SW 1/4
OF SECTION 35 TOWNSHIP
40 SOUTH RANGE 42 EAST

THE SW 1/4 OF THE NW 1/4 OF SECTION 35
TOWNSHIP 40 SOUTH
RANGE 42 EAST

AREA OF SUBORDINATION
AGREEMENT

N89°55'09"W 541.07'

LEGEND:

F.P.L. FLORIDA POWER & LIGHT
O.R.B. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG(S). PAGE(S)
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.B.C. PALM BEACH COUNTY
R.P. REFERENCE POINT
R/W RIGHT OF WAY

NOT A SURVEY

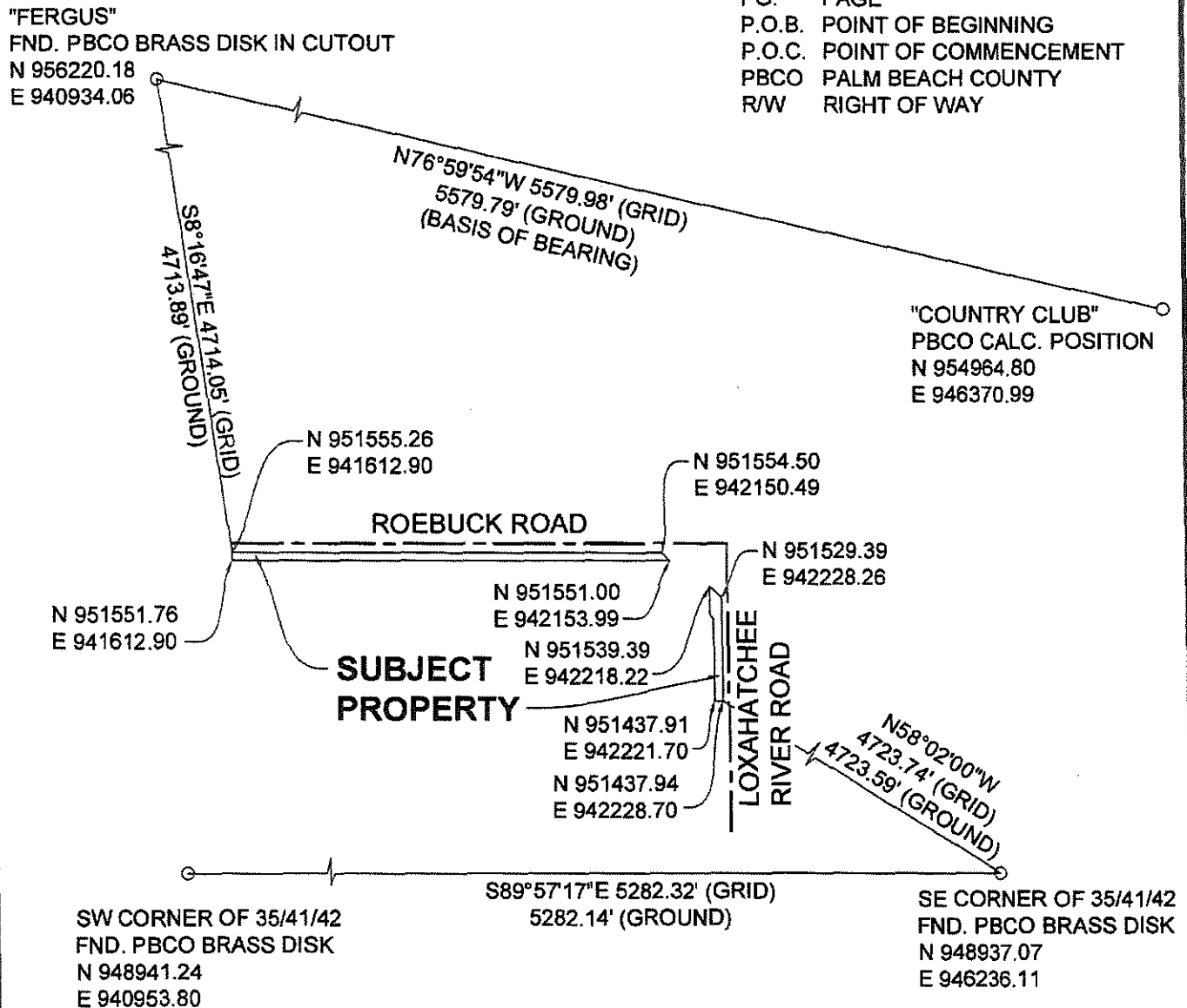
EXHIBIT A

MATCH SHEET 5

SHEET 6 OF 7

LEGEND:

FND. FOUND
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PBCO PALM BEACH COUNTY
R/W RIGHT OF WAY



BEARING SKETCH
NOT TO SCALE

NOT A SURVEY

Return via Palm Beach County interoffice mail to:
Kaye Weichel, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This instrument prepared by:
Samantha J. Saucier
Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408

Property Control Number: Portion of: 00-42-46-35-23-001-0000

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. MRT2021-006 R2018-1706
ROAD NAME: CHAMPIONS BLVD @ MILITARY
PARCEL NO. TRACT RW-1 POLO CLUB
SHOPS REPLAT 2 PB 131-151

SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS

THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS ("Agreement") is entered into this 18th day of October 2021, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Utility"), whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420.

WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on attached Exhibit "A" ("Lands") that have been determined necessary for future Public Right-of-Way purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area

acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, Public Right-of-Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County's use and the Utility's use so that the benefits of each may be retained; and

WHEREAS, Resolution R2020-0614 delegated to the County Administrator or designee the authority to execute developer funded subordination of utility interests instruments on behalf of the Board of County Commissioners; and

WHEREAS, on or about June 10, 2020, the County Engineer, Deputy County Engineer, and Assistant County Engineer have been designated by the County Administrator with the authority to execute subordination of utility interest instruments associated with right-of-way conveyances; and

WHEREAS, the Assistant County Engineer has found this Agreement and documents associated therewith to be appropriate for recordation in the public records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

AGREEMENT

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility's easement located upon the Lands, as granted via the below-referenced instruments, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

NATURE OF ENCUMBRANCE

15' F.P.L. Easement as shown on the following plats recorded in the Public Records of Palm Beach County, Florida:

THE POLO CLUB PLAT I recorded at Plat Book 52, Pages 35-36;
THE POLO CLUB SHOPS recorded at Plat Book 59, Pages 41-42;
POLO CLUB SHOPS REPLAT recorded at Plat Book 113, Pages 151-152; and
POLO CLUB SHOPS REPLAT 2 MUPD, recorded at Plat Book 131, Pages 151-153.

2. "Public Right-of-Way", as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached **Exhibit "A"**, and which a portion of the Public Right-of-Way includes all or a part of the Utility's above-referenced easement on the Lands (all as depicted on said Exhibit).

3. Should the County require the Utility to alter, adjust, or relocate any of the Utility's facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

In addition, the Utility retains the right to be reimbursed in the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if such alteration, adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.

6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).

7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

In consideration of the representations contained herein, the attached document, and other good and valuable considerations, I, Steve Carrier, P.E., Assistant County Engineer, find this Agreement and associated documents to be appropriate and in order for recordation in the public records of Palm Beach County, Florida as official recognition of the subordination of utility interests as shown on Exhibit "A" attached hereto and made a part hereof.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed on this 18th day of October, 20 21.

PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Steve Carrier, P.E.
Assistant County Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: /s/ Yelizaveta B. Herman
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Steve Carrier, who is (choose one) ☒ personally known to me, or ☐ has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed the instrument for the purposes therein.

Witness my hand and official seal this 18th day of October, 20 21.

(Stamp/Seal)



TRIPP DANTE CIOCI
Commission # GG 187997
Expires February 20, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Signature

Notary Public, State of Florida

Tripp Dante Cioci
Print Notary Name

GG 187997
Commission Number

My Commission Expires: 2-20-22

Utility:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Signed, sealed and delivered
in the presence of:

By: LaToya N. Reese

Print Name: LaToya N. Reese

By: Stacy B. Winnubst

Print Name: Stacy B. Winnubst

By: Peter K. Ramsey
Area Real Estate Manager

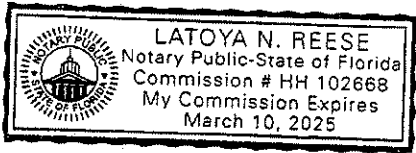
STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Peter K. Ramsey, to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as Area Real Estate Manager of Florida Power & Light Company, a Florida corporation and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 20th day of August, 2021.

My Commission Expires: March 10, 2025 Notary Signature: LaToya N. Reese
Notary Public State of Florida

Printed Name: LaToya N. Reese



"EXHIBIT A"
(MRT2021-066)

LEGAL DESCRIPTION:

ALL OF TRACT RW-1, POLO CLUB SHOPS REPLAT 2 MUPD, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 131, AT PAGE 151, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING AND SITUATE IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

SAID LANDS CONTAIN 548 SQUARE FEET OR 0.013 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT). THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 35, TOWNSHIP 46 SOUTH, RANGE 42 EAST, HAVING A BEARING OF S89°06'02"W.
3. THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREIN.
4. THIS SKETCH AND LEGAL DESCRIPTION HAVE BEEN PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 9206801, WITH A COMMITMENT DATE OF MARCH 22, 2021 AT 5:00PM. ALL SURVEY RELATED SCHEDULE B SECTION II TITLE EXCEPTIONS HAVE BEEN SHOWN ON THE SKETCH.
5. ALL SECTIONAL TIES AND COORDINATES SHOWN ARE GRID.
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = U.S. SURVEY FOOT
COORDINATE SYSTEM NAD 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
SCALE FACTOR = 1.0000356
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
6. ALL RECORDS REFERRED TO ARE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY.

FOR THE FIRM
WGI, INC.

Eric Matthews

Digitally signed by Eric Matthews
Date: 2021.05.11 16:14:20 -04'00'

BY:

ERIC MATTHEWS, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER,
FLORIDA LICENSE NO. 6717

DATE:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: POLO CLUB SHOPS
REPLAT 2 MUPD

TASK:

ADDITIONAL RIGHT-OF-WAY

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD 216505_3FT RW.DWG

DRAWN/DESIGNED MRG

CHECKED/QC ERM

JOB NO. 2165.05

DATE 03/15/21

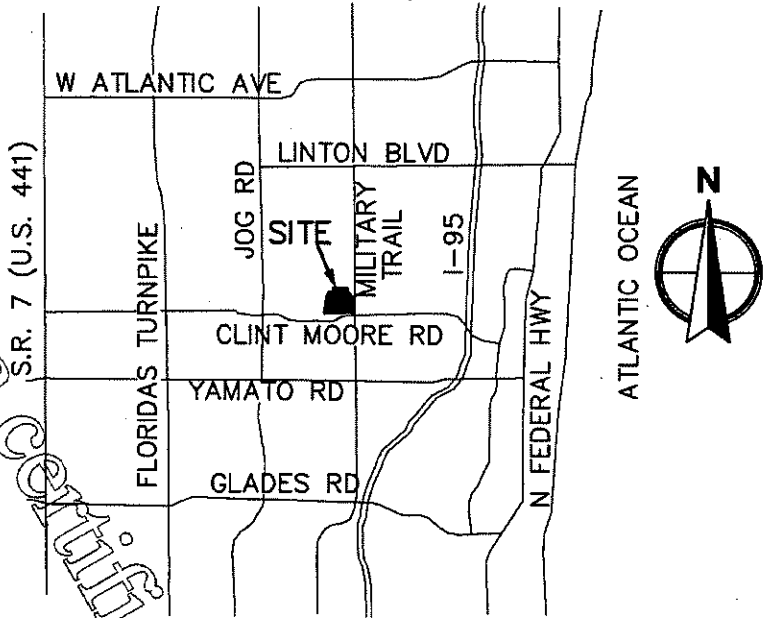
SHEET:

1 of 5

"EXHIBIT A"

LOCATION MAP
(NOT TO SCALE)

This is not a certified copy

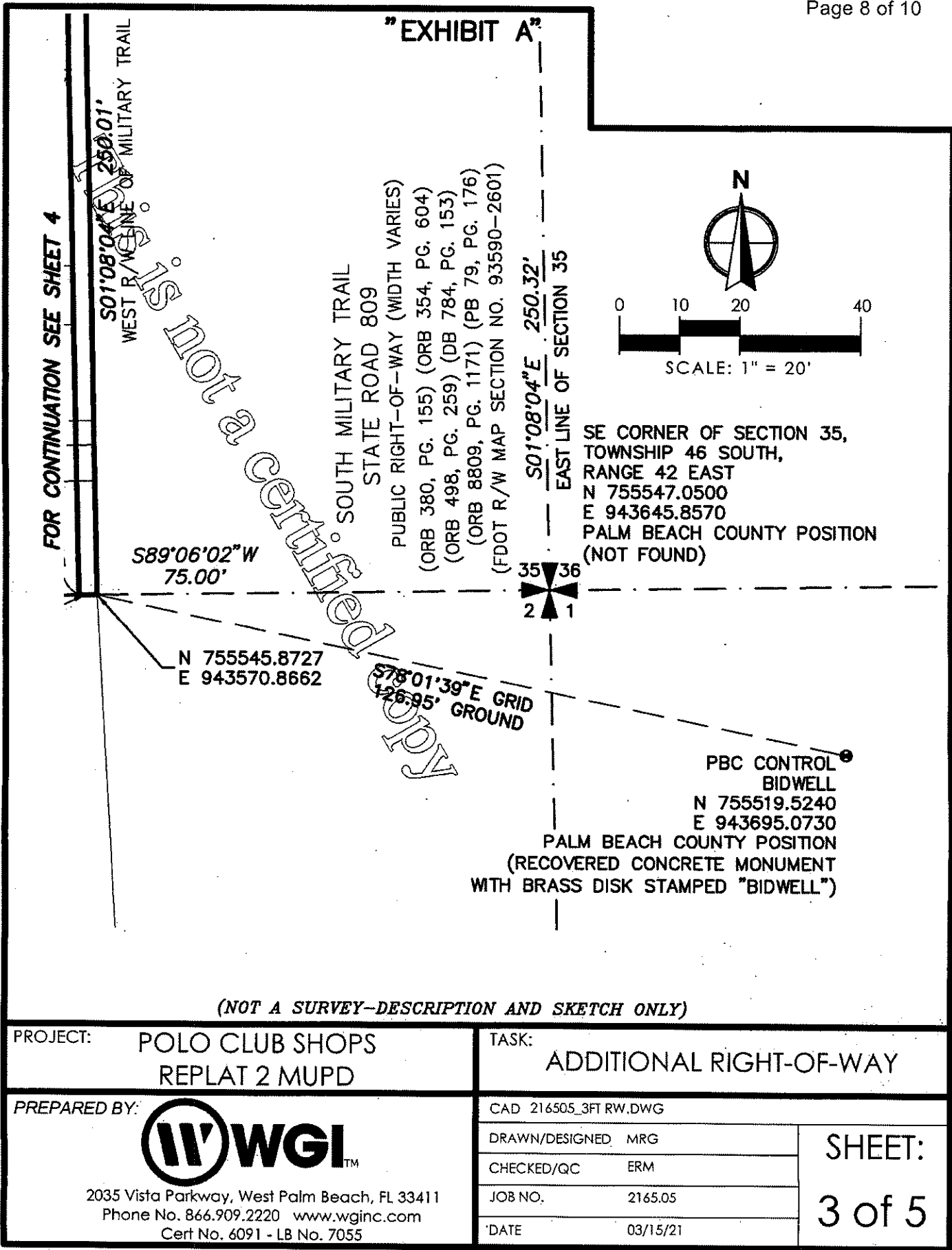


LEGEND:

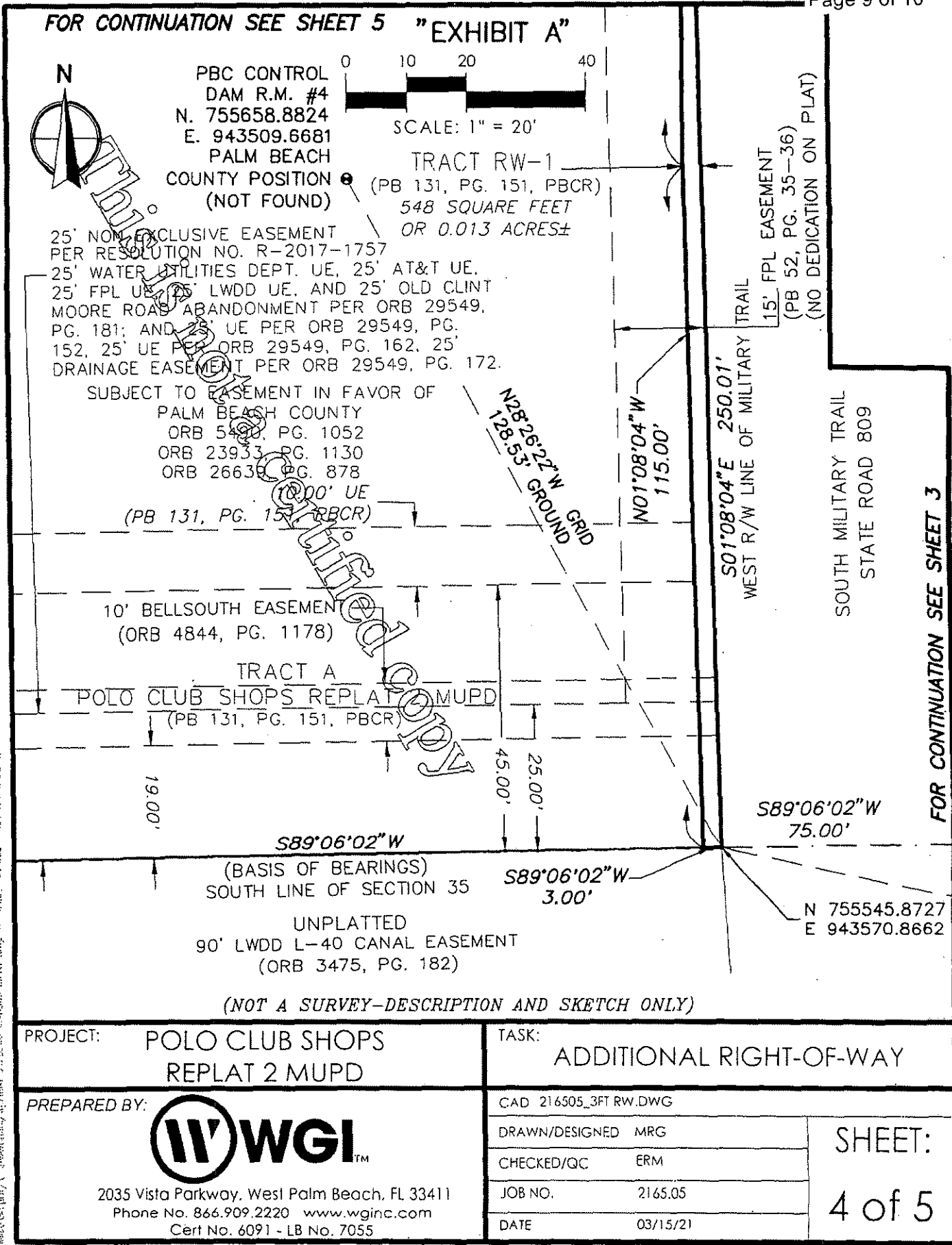
- | | | | |
|------|--|------|-----------------------------|
| DB | = DEED BOOK | ORB | = OFFICIAL RECORDS BOOK |
| FPL | = FLORIDA POWER & LIGHT | PG. | = PAGE |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | PB | = PLAT BOOK |
| LWDD | = LAKE WORTH DRAINAGE DISTRICT | PBC | = PALM BEACH COUNTY |
| LB | = LICENSED BUSINESS | PBCR | = PALM BEACH COUNTY RECORDS |
| | | R/W | = RIGHT-OF-WAY |
| | | UE | = UTILITY EASEMENT |

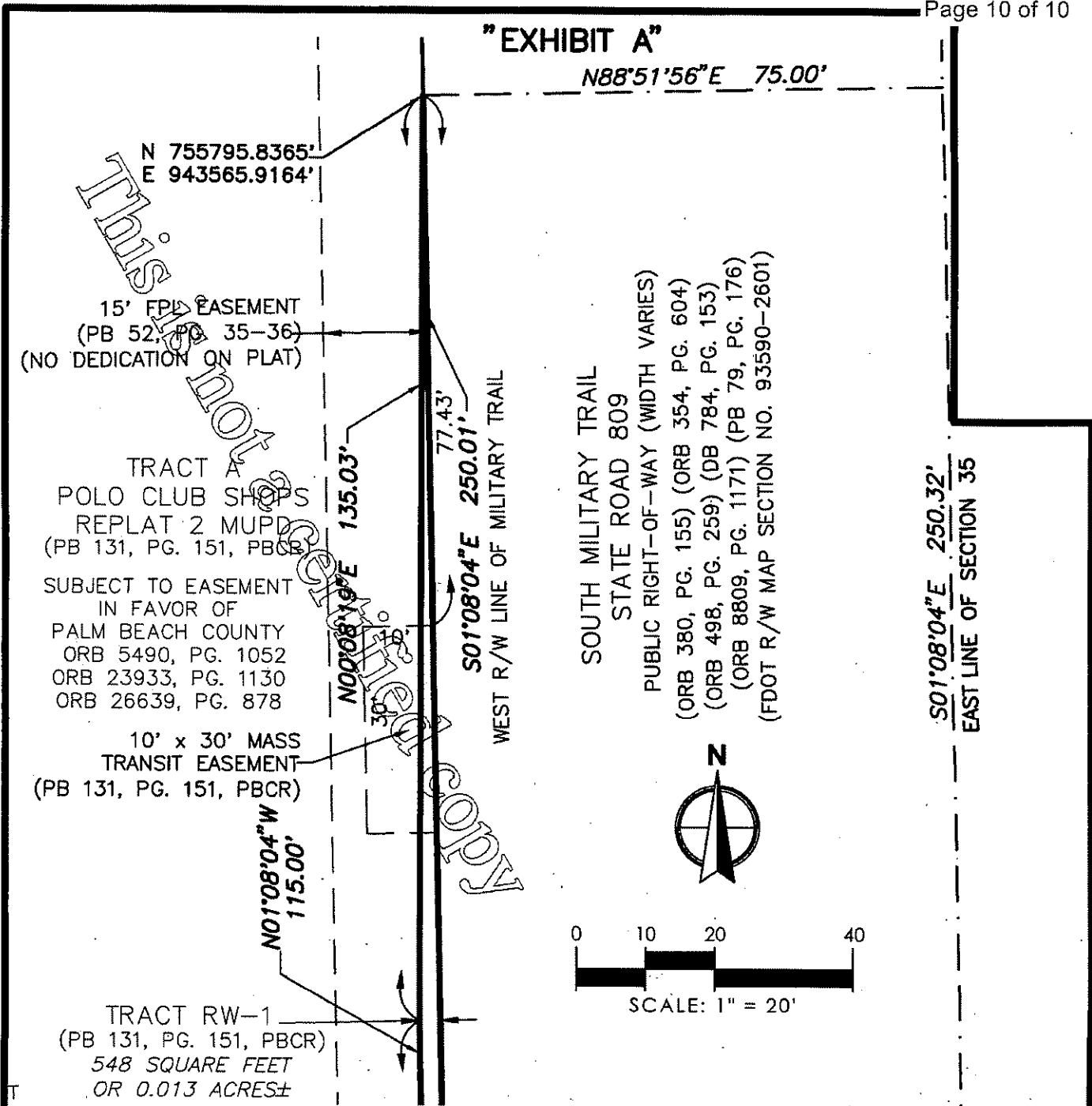
(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT:	POLO CLUB SHOPS REPLAT 2 MUPD	TASK:	ADDITIONAL RIGHT-OF-WAY
PREPARED BY:	 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 216505_3FT RW.DWG	SHEET: 2 of 5
		DRAWN/DESIGNED MRG	
		CHECKED/QC ERM	
		JOB NO. 2165.05	
		DATE 03/15/21	



Mike Gregory C:\pwworking\wgim\keld12020631216505_3ft RW.dwg --- Plotted: 6/7/2021 11:24:57 AM Saved: 5/7/2021 11:22:50 AM





FOR CONTINUATION SEE SHEET 4
(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: POLO CLUB SHOPS REPLAT 2 MUPD		TASK: ADDITIONAL RIGHT-OF-WAY	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		CAD 216505_3FT RW.DWG	
		DRAWN/DESIGNED	MRG
		CHECKED/QC	ERM
		JOB NO.	2165.05
		DATE	03/15/21
		SHEET: 5 of 5	



CFN 20220074165

OR BK 33317 PG 0539
RECORDED 02/16/2022 10:24:40
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0539 - 551; (13pgs)

Return via Palm Beach County interoffice mail to:
David Kuzmenko, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Portion of Property Control Number: 77-40-43-12-00-000-1010

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
DATE: 2-16-2022

PROJECT NO.: RW49460
ROAD NAME: Seminole Pratt Whitney Road
PARCEL NO.

SUBORDINATION OF UTILITY INTERESTS

THIS SUBORDINATION OF UTILITY INTERESTS ("Subordination") is entered into this 16th day of February, 2022, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229 ("County"), and BELLSOUTH TELECOMMUNICATIONS, LLC, formerly SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY and successor by merger to SOUTH CENTRAL BELL TELEPHONE COMPANY, a Georgia limited liability company authorized to do business in Florida, d/b/a AT&T FLORIDA and its subsidiaries and affiliates and its parent and its parent's subsidiaries and affiliates, successors and assigns, whose post office address is 1 CNN Center NW, Suite 1424C, Atlanta, Georgia 30303-2762 ("Utility").

WHEREAS, the Utility presently has an easement on certain property that has been determined necessary for public purposes; and

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility. At the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the property ("Property"), described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent any conflict between County improvements and Utility facilities so that the benefits of each may be retained; and

WHEREAS, Resolution R2020-0614 delegated to the County Administrator or designee the authority to execute developer funded subordination of utility interests instruments on behalf of the Board of County Commissioners; and

WHEREAS, on or about June 10, 2020, the County Engineer, Deputy County Engineer, and Assistant County Engineer have been designated by the County Administrator with the authority to execute subordination of utility interest instruments associated with right-of-way conveyances; and

WHEREAS, the Assistant County Engineer has found this Subordination and documents associated therewith to be appropriate for recordation in the public records of Palm Beach County, Florida.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interest in that portion of the following easements lying within, through, under, upon or across the Property, to the interest of the County, its successors or assigns;

<u>NATURE OF ENCUMBRANCE</u>	<u>RECORD DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Deed of Easement	7/28/1993	Callery-Judge Grove	BellSouth Telecommunications, Inc.	7817/ 1558
Corrective Deed of Easement	10/12/1993	Callery-Judge Grove	BellSouth Telecommunications, Inc.	7925/ 1937

2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment or relocation, caused by the County's actions, including the cost of acquiring the necessary easements.
3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with

the operation and safety of the Utility's facilities.

4. The Utility agrees to repair any damage to the County's facilities resulting from the Utility exercising its rights outlined in paragraphs 2 and 3 above. To the extent permitted by law, the Utility shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Utility's exercise of its rights outlined above. 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 an agreement to indemnify the County for the County's negligent acts or omissions.
5. This Subordination shall be attached as an addendum to the permit, if any, required by the County for location of facilities on the Property.
6. This Subordination is not assignable except to the State of Florida or other governmental entity for the purposes described herein.
7. This Subordination is not intended to, nor shall it be construed, to create a third party beneficiary.

In consideration of the representations contained herein, the attached document, and other good and valuable considerations, I, Steven B. Carrier, P.E., Assistant County Engineer, find this Subordination and associated documents to be appropriate and in order for recordation in the public records of Palm Beach County, Florida as official recognition of the subordination of utility interests as shown on Exhibit "A" attached hereto and made a part hereof.

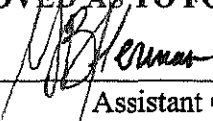
Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the County has caused this Subordination of Utility Interests to be executed on this _____ day of _____, 20_____.

**PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS**

By: 
Steven B. Carrier, P.E.
Assistant County Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

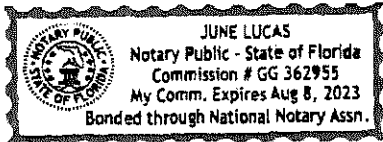
By: 
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Steven B. Carrier, who is (choose one) ☒ personally known to me, or ☐ has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed the instrument for the purposes therein.

Witness my hand and official seal this 16th day of February, 2022.

(Stamp/Seal)




Notary Signature
Notary Public, State of Florida
June Lucas
Print Notary Name
GG 362955
Commission Number
My Commission Expires: August 8, 2023

Signed, sealed and delivered in the presence of:

(Signature of two witnesses
required by Florida law)

[Signature]
Witness Signature (Required)

GEORGE THOMAS
Witness Name Printed or Typed

[Signature]
Witness Signature (Required)

JOHN NGUYEN
Witness Name Printed or Typed

STATE OF Florida

COUNTY OF Palm Beach

Before me personally appeared Juan Lucas, who is (choose one) ☒ personally known to me, or ☐ has produced D/C as identification, and who executed the foregoing instrument as Area Manager of **BELLSOUTH TELECOMMUNICATIONS, LLC, d/b/a AT&T FLORIDA**, a Georgia limited liability company authorized to do business in Florida, and severally acknowledged to and before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed such instrument as such officer of said Utility, and that said instrument is the free act and deed of said Utility.

Witness my hand and official seal this 13 day of May, 20 21.

(Stamp/Seal)



[Signature]
Notary Signature
Notary Public, State of Florida

JOHN NGUYEN
Print Notary Name
GG108987
Commission Number
My Commission Expires: 7/9/21

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, CITY OF WESTLAKE, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.01°33'05"W., ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 250.33 FEET TO A POINT ON THE NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT AS RECORDED IN DEED BOOK 1156, PAGE 58 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS SHOWN IN ROAD PLAT BOOK 6, PAGE 136 OF SAID RECORDS, AND AS MONUMENTED; THENCE S.88°36'57"W. ALONG SAID NORTH LINE OF THE 80 FOOT M-CANAL EASEMENT, A DISTANCE OF 3776.52 FEET TO A POINT ON THE ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, AS SHOWN ON ROAD PLAT BOOK 4, PAGES 34 THROUGH 40, INCLUSIVE AND AS RECORDED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND OFFICIAL RECORDS BOOK 1640, PAGE 1626 ALL OF SAID PUBLIC RECORDS; THENCE S.01°42'52"W., ALONG SAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A DISTANCE OF 6568.98 FEET TO THE SOUTHWEST CORNER RIGHT-OF-WAY PARCEL 102 OF THAT EXISTING RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 28479, PAGE 822, OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE N.46°42'53"E., ALONG THE SOUTH LINE OF SAID EXISTING RIGHT-OF-WAY, A DISTANCE OF 14.14 FEET; THENCE S.01°42'52"W., ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH SAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A DISTANCE OF 1149.28 FEET; THENCE S.43°17'08"E., A DISTANCE OF 55.15 FEET; THENCE S.88°17'08"E., A DISTANCE OF 12.00 FEET; THENCE S.01°42'52"W., A DISTANCE OF 46.00 FEET; THENCE S.46°42'52"W., A DISTANCE OF 55.15 FEET; THENCE S.01°42'52"W., A DISTANCE OF 271.05 FEET; THENCE S.15°09'54"W., A DISTANCE OF 51.59 FEET; THENCE S.01°42'52"W., A DISTANCE OF 104.12 FEET; THENCE S.43°17'08"E., A DISTANCE OF 55.15 FEET; THENCE S.88°17'08"E., A DISTANCE OF 12.00 FEET; THENCE S.01°42'52"W., A DISTANCE OF 88.00 FEET; THENCE S.46°42'52"W., A DISTANCE OF 55.15 FEET; THENCE S.01°42'52"W., A DISTANCE OF 301.30 FEET; THENCE S.18°06'15"W., A DISTANCE OF 42.53 FEET; THENCE S.01°42'52"W., A DISTANCE OF 1048.24 FEET TO THE AGREED UPON AND MONUMENTED SOUTH BOUNDARY OF SAID SECTION 12, AS SURVEYED BY K.C. MOCK AND REFERENCED IN ROAD PLAT BOOK 6, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.89°12'49"W., ALONG SAID SOUTH BOUNDARY OF SECTION 12, AS SURVEYED BY K.C. MOCK AND REFERENCED IN SAID ROAD PLAT BOOK 6, PAGE 136, A DISTANCE OF 10.00 FEET TO AFORESAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, A 100 FOOT WIDE RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 1544, PAGE 378, AND OFFICIAL RECORDS BOOK 1640, PAGE 1626; THENCE ALONG SAID ORIGINAL EAST RIGHT-OF-WAY LINE OF SEMINOLE-PRATT WHITNEY ROAD, N.01°42'52"E., A DISTANCE OF 3245.12 FEET TO THE POINT OF BEGINNING.

CONTAINING: 50,726 SQUARE FEET OR 1.1645 ACRES, MORE OR LESS.

SEMINOLE-PRATT WHITNEY ROAD (PBC MRT 2019-011)
EAST RIGHT-OF-WAY
LEGAL DESCRIPTION AND SKETCH

REVISIONS				Prepared For: MINTO	
No.	Date	Description	Dwn.	SURVEYOR'S CERTIFICATE This certifies that a sketch and description of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 6J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Gary A. Rager FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828	
1	4/17/19	Revise Per Attorney's Comments	SWM		
2	7/31/19	Revise Per Attorney's Comments	SAB		
3	08/01/19	Revise Per Attorney's Comments	SAB		
4	9/23/19	Revise Per Attorney's Comments	SAB		
5	01/15/21	Revise Per County Comments	SAB		
6	05/11/21	Revise Per County Comments	SAB		
7	06/15/21	Revise Per County Comments	SWM		
8	07/23/21	ADD EASEMENT RELEASE INFO	GAR		
9	11/10/21	REVISE PER COUNTY COMMENTS	GAR		
Sheet No. 1 of 8 Sheets				NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE & RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd. Suite 105 Riviera Beach, FL 33404 Phone: (561) 444-2720 www.geopointsurvey.com Licensed Business Number LB 7768 Drawn: SWM Date: 06/20/18 Data File: Check: GAR P.C.: Field Book: Section: 12 Twn. 43S Rng. 40E Job #: Westlake	

DWG NAME: WESTLAKEWESTLAKE - NAVD83SURVEYSKETCH & DESCRIPTION SPW-RW-E WSPW-RWEAST_2018SPW-RW-EAST.DWG PLOTTED BY: SERGIO MACHADO ON 11/23/2021 11:20 AM LAST SAVED BY: SERGIO ON 11/10/2021 4:44 PM

1. THE GRID BEARINGS AND COORDINATES, AS SHOWN HEREON, REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 - 2007 ADJUSTMENT (NAD 83/07) FOR THE EAST ZONE OF FLORIDA AND REFERENCE THE NORTH AMERICAN DATUM OF 1983 - 1990 ADJUSTMENT (NAD 83/90).
2. BASELINE OF SURVEY IS FROM THE RIGHT OF WAY PROCUREMENT MAP FOR PALM BEACH COUNTY PROJECT No. 1997511C AND REFERENCE ROAD PLAT BOOK 4, PAGES 34-40 AND OFFICIAL RECORD BOOK 1544, PAGE 378 AND OFFICIAL RECORD BOOK 1640, PAGE 1626.
3. THE BEARINGS AND DISTANCES FROM SECTIONAL MONUMENTATION ARE BASED ON CALCULATIONS, MEASUREMENTS, AND POSITIONS OF SAID SECTION CORNERS AS DETERMINED BY GEOPPOINT SURVEYING, INC.
4. ALL EASEMENTS AND ENCUMBRANCES FROM CURRENT TITLE SEARCH HAVE BEEN REFLECTED HEREON.

LEGEND		BASIS OF BEARINGS: EAST LINE OF SECTION 1	
W.M.T.#1	----- Water Management Tract #1	TOWNSHIP 43S, RANGE 40E. (S01°33'05"W)	
P.O.B.	----- Point of Beginning		
T.C.E.	----- Temporary Construction Easement	D	----- Delta Central Angle
R/W	----- Right-of-Way	R	----- Radius
O.R./O.R.B.	----- Official Records Book	L	----- Arc Length
D.B.	----- Deed Book	CB	----- Chord Bearing
P.B.	----- Plat Book	C	----- Chord Length
R.P.B.	----- Road Plat Book	PC	----- Point of Curvature
Pg.	----- Page	D.E.	----- Drainage Easement
FIR	----- Found Iron Rod	U.E.	----- Utility Easement
CCR	----- Certified Corner Record	PCL	----- Parcel
F.D.E.P.	----- Florida Department of Environmental Protection		
R.P.E.	----- Rural Parkway Easement (O.R.B. 27898, PG. 1321)		
F.P.&L.	----- Florida Power and Light Company Easement (O.R.B. 1472, PG. 460) & (O.R.B. 1530, PG. 530)		
BL	----- Baseline		
S.D.P.B.C.	----- School District of Palm Beach County		
P.B.C.B.D.	----- Palm Beach County Brass Disk		
LB	----- Licensed Business		
P.E.	----- Perpetual Easement		
SPW	----- Seminole-Pratt Whitney Road		
S.I.D.	----- Seminole Improvement District Easement		
SWCD	----- Seminole Water Control District Ingress/Egress Easement		
PBCo.	----- Palm Beach County		
(83/90)	----- North American Datum of 1983 1990 Adjustment (PBCo. PUBLISHED COORDINATES)		
(83/07)	----- North American Datum of 1983 2007 Adjustment (MEASURED COORDINATES BY GEOPPOINT)		

nt

GeoPoint

Surveying, Inc.

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Check: GAR	P.C.:	Field Book:
Section: 12 Twn. 43S Rng. 40E		Job #: Westlake

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

Section: 12 Twn. 43S Rng. 40E	Job #: Westlake
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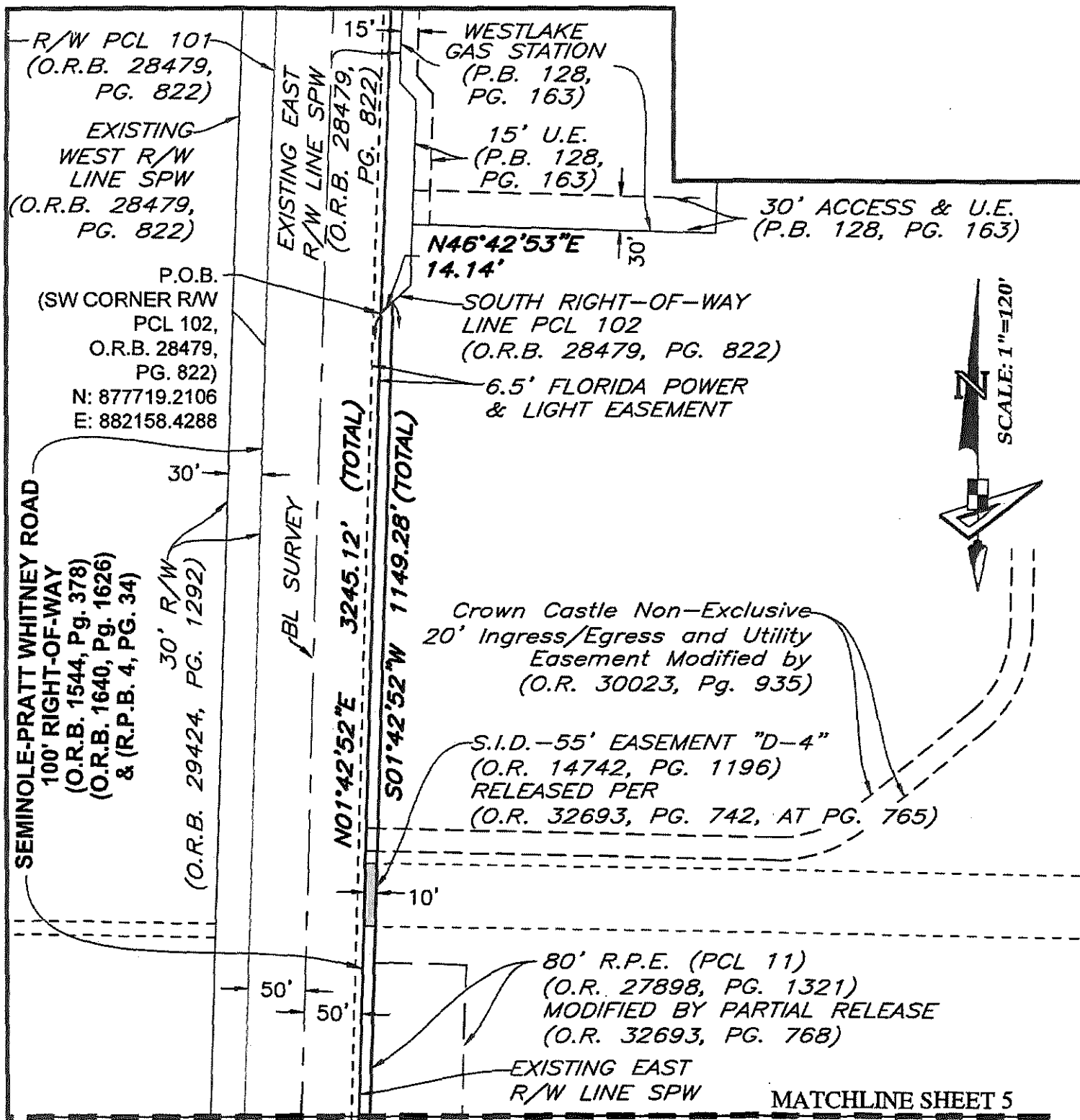
GeoPoint

Surveying, Inc.

Drawn: SWM	Date: 06/20/18	Data File:
Check: GAR	P.C.:	Field Book:
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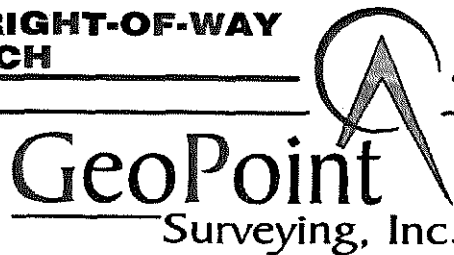
NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

AWC NAME: INWEST AKWEST	AVE - NAVTRANSIBYENSKY & DESCRIPTION SBMLBW	E WSPW RW EAST	2018SPBLRW	EAST DWG	PLOTTED BY: SERGIO MACHADO	ON: 1/23/2021 11:21 AM	LAST SAVED BY: SERGIOM	ON: 1/10/2021 4:44 PM
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SEMINOLE-PRATT WHITNEY ROAD - EAST RIGHT-OF-WAY LEGAL DESCRIPTION AND SKETCH

Prepared For: MINTO

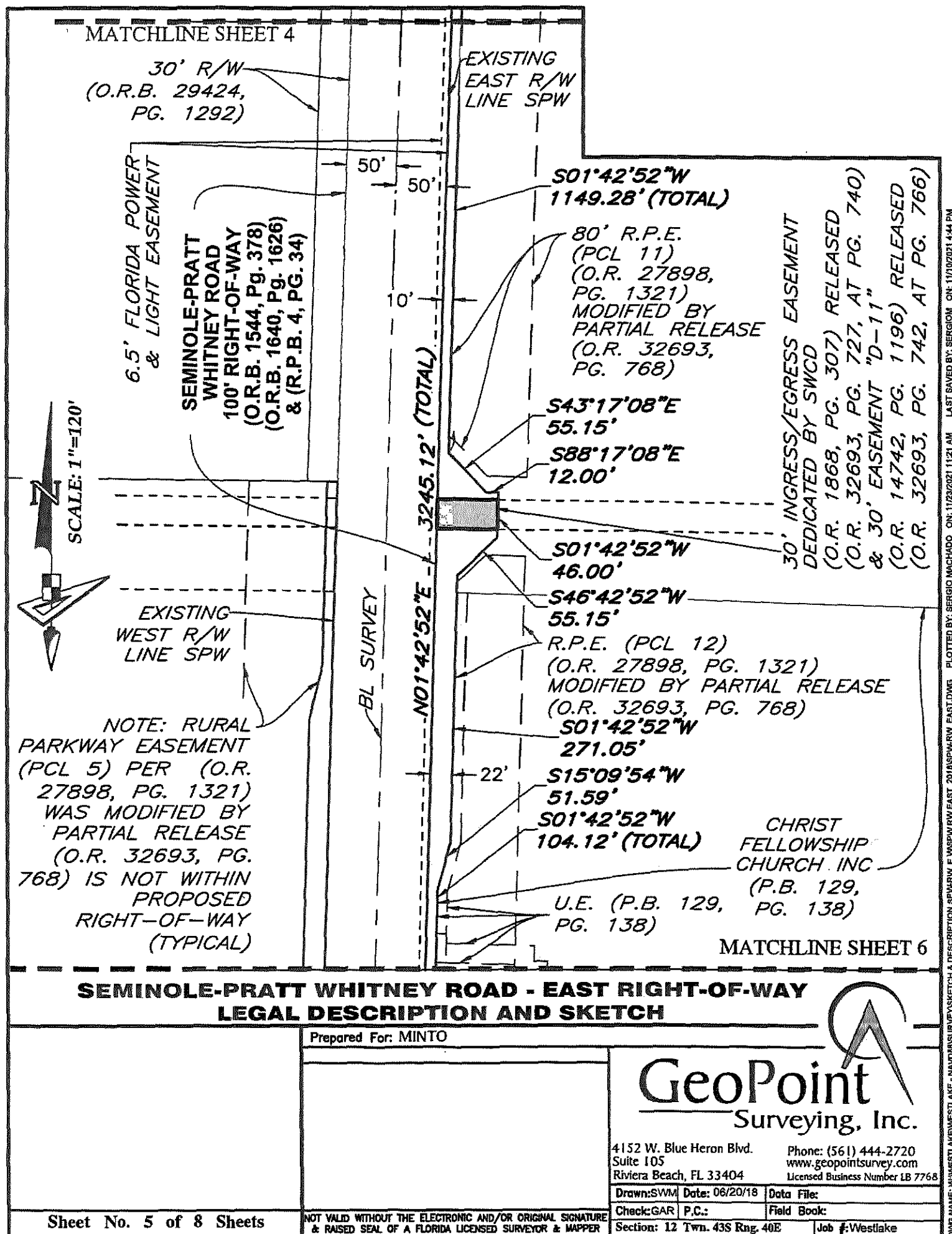


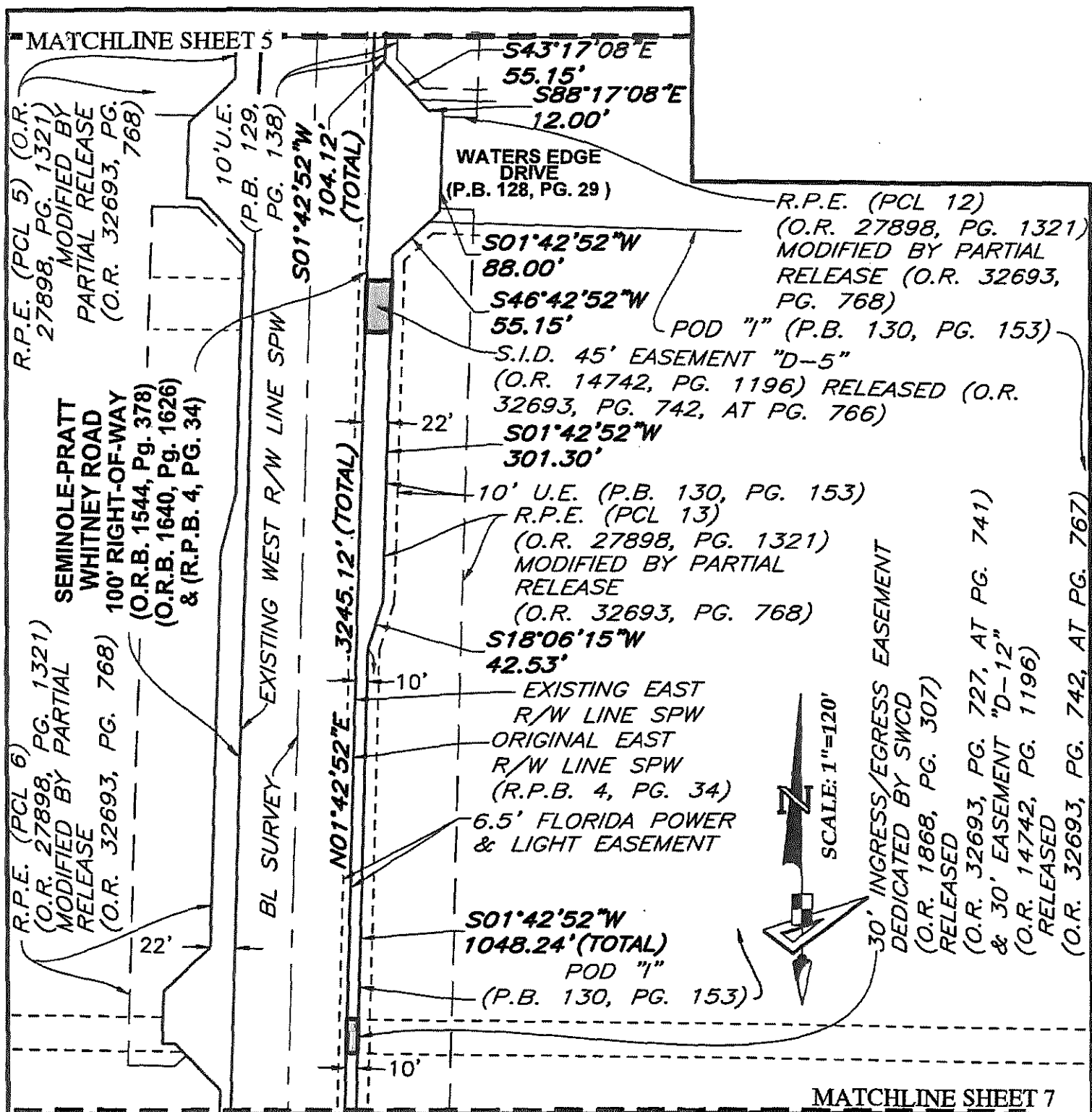
4152 W. Blue Heron Blvd. Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SVM	Date: 06/20/18	Data File:
Check: GAR	P.C.:	Field Book:
Section: 12 Twn. 43S Rng. 40E		Job #: Westlake

Sheet No. 4 of 8 Sheets

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER





**SEMINOLE-PRATT WHITNEY ROAD - EAST RIGHT-OF-WAY
LEGAL DESCRIPTION AND SKETCH**

Prepared For: MINTO

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404

Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 06/20/18	Data File:
Check: GAR	P.C.:	Field Book:
Section: 12 Twn. 43S Rng. 40E		Job #: Westlake

Sheet No. 6 of 8 Sheets

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

DWG NAME: W\WESTLAKE\WESTLAKE - NAVD83\SURVEY\SKETCH 4 DESCRIPTION SPW\RW_E\WSPW\RW_EAST.DWG PLOTTED BY: SERGIO MACHADO ON: 11/23/2021 11:21 AM LAST SAVED BY: SERGIO ON: 11/10/2021 4:44 PM

DETAIL "A"

SEMINOLE-PRATT WHITNEY ROAD
100' RIGHT-OF-WAY (O.R.B. 1544, Pg. 378)
(O.R.B. 1640, Pg. 1626) & (R.P.B. 4, PG. 34)

SOUTH LINE OF
SECTION 12-43-40
PER K.C. MOCK
(R.P.B. 6, PG. 136)

SOUTH BOUNDARY
CITY OF WESTLAKE
N89°12'49"W
1691.99'

NW CORNER OF SECTION 13,
TOWNSHIP 43 S, RANGE 40 E
FOUND P.B.C.B.D. MONUMENT
C.C.R. 107590 (GEOPOINT)
N: 874492.8915 (83/07)
E: 880297.4420 (83/07)

N: 874498.7706

E: 880369.5041

NORTH LINE
OF SECTION
12 13-43-40

S85°20'09"W
72.30'

100' SWCD EASEMENT
(O.R.B. 2606, PG. 1023)
(O.R.B. 1354, PG. 47)

60' EASEMENT
(O.R. 9114,
PG. 1801)

106

R/W PCL 192
(O.R.B. 22020,
PG. 1250 (1254)

P.E. 292

(O.R.B. 22020,
PG. 1250)

T.C.E. 392

(O.R.B. 22020,
PG. 1250)

10' U.E.
(P.B. 130,
PG. 153)

WEST R/W LINE SPW
BL SURVEY

6.5' FLORIDA POWER
& LIGHT EASEMENT

S01°42'52"W 1048.24'(TOTAL)

N01°42'52"E 3245.12'(TOTAL)

ADDITIONAL 10' R/W

EXISTING EAST R/W LINE SPW
W.M.T. #1

(P.B. 130, PG. 153)

R.P.E. (PCL 13)

(O.R. 27898,

PG. 1321) MODIFIED

BY PARTIAL RELEASE

(O.R. 32693,

PG. 768)

N: 874475.5456

E: 882061.3372

N: 874475.4083

E: 882071.3375

S01°42'52"W
0.82' TO PC

N89°12'49"W
10.00'

EAST
SYCAMORE
DRIVE

N88°15'23"W
1763.65'

R=22868.22'

L=35.52'

D=00°05'20"

CB=S01°40'12"W

C=35.52'

P.E. 289

(O.R.B. 22036,

PG. 404)

R/W PCL 189

(O.R.B. 22036,

PG. 404 (435)

147

T.C.E. 389

(O.R.B. 22036,

PG. 404)

60' ROAD & D.E.
(O.R. 1886 PG. 377)
(O.R. 5393 PG. 1143)
SECTION 13

SEMINOLE-PRATT
WHITNEY ROAD
100' RIGHT-OF-WAY
(R.P.B. 4, PG. 40)

SEMINOLE-PRATT WHITNEY ROAD - EAST RIGHT-OF-WAY LEGAL DESCRIPTION AND SKETCH

Prepared For: MINTO

GeoPoint
Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
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Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM Date: 06/20/18 Data File:

Check: GAR P.C.: Field Book:

Section: 12 Twn. 43S Rng. 40E

Job #: Westlake

Sheet No. 8 of 8 Sheets

NOT VALID WITHOUT THE ELECTRONIC AND/OR ORIGINAL SIGNATURE
& RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

DWG NAME: WESTLAKEWESTLAKE - NAVD83SURVEYSKETCH & DESCRIPTION SPW/RW/EAST_2018SPW/RW/EAST.DWG PLOTTED BY: SERGIO MACHADO ON: 11/23/2021 11:21 AM LAST SAVED BY: SERGIO ON: 11/02/2021 4:44 PM

Return via Palm Beach County interoffice mail to:
Brent Enck, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This instrument prepared by:
Samantha J. Saucier
Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408

CEN 20230067444
OR RR 34749 PG 1762
RECORDED BY 00/00/0 000 PM
Palm Beach County, Florida
Circuit Clerk's Office
Fax: 1760 - 1773; 0000

Property Control Number: Portion of 00-42-45-01-00-000-5030 & 00-42-45-01-00-000-5060

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
DATE: 2-16-2023

PROJECT NO. MRT-2022-010
ROAD NAME: Military Trl @ Hypoluxo Rd
PARCEL NO. Z-1, Z-2, & Z-3

**SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

**THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS** ("Agreement") is entered into this
17TH day of FEBRUARY 2023, by and between **PALM BEACH COUNTY**, a political subdivision
of the State of Florida, by and through its Board of County Commissioners ("County"), whose mailing address
is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and **FLORIDA POWER & LIGHT
COMPANY**, a Florida corporation ("Utility"), whose mailing address is Post Office Box 14000, Juno Beach,
Florida 33408-0420.

WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on
attached **Exhibit "A"** ("Lands") that have been determined necessary for future Public Right-of-Way purposes;
and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest
claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set
forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests
relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area

acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County’s use and the Utility’s use so that the benefits of each may be retained; and

WHEREAS, Resolution R2020-0614 delegated to the County Administrator or designee the authority to execute developer funded subordination of utility interests instruments on behalf of the Board of County Commissioners; and

WHEREAS, on or about June 10, 2020, the County Engineer, Deputy County Engineer, and Assistant County Engineer have been designated by the County Administrator with the authority to execute subordination of utility interest instruments associated with right-of-way conveyances; and

WHEREAS, the Deputy County Engineer has found this Agreement and documents associated therewith to be appropriate for recordation in the public records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

AGREEMENT

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility’s easements located upon the Lands, as granted via the below-referenced instrument, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Easement	09/17/1968	G.T. Haley & Mrs. G.T. Haley	Florida Power & Light	ORB1674/PG1529
Easement	11/18/1969	Hillard L. Bernstein & Shirley K. Berstein Bernard Rothman & Ann K. Rothman	Florida Power & Light	ORB1765/PG780

2. “Public Right-of-Way”, as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached **Exhibit “A”**, and which a portion of the Public Right-of-Way includes all or a part of the Utility’s above-referenced easement on the Lands (all as depicted on said Exhibit).

3. Should the County require the Utility to alter, adjust, or relocate any of the Utility’s facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration,

adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s). In addition, the Utility retains the right to be reimbursed in the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if such alteration, adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.

6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).

7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

In consideration of the representations contained herein, the attached document, and other good and valuable considerations, I, Joanne M. Keller, P.E., Deputy County Engineer, find this Agreement and associated documents to be appropriate and in order for recordation in the public records of Palm Beach County, Florida as official recognition of the subordination of utility interests as shown on Exhibit "A" attached hereto and made a part hereof.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed on this 17th day of February, 2023.

**PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS**

By: [Signature]
Joanne M. Keller, P.E.
Deputy County Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

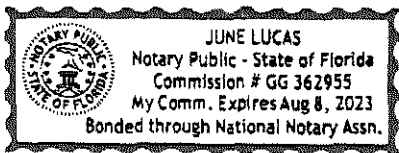
APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
for Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Steve Carrier for Joanne M. Keller, who is (choose one) ☒ personally known to me, or ☐ has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed the instrument for the purposes therein.

Witness my hand and official seal this 17th day of February, 2023.

(Stamp/Seal) 

[Signature]
Notary Signature
Notary Public, State of Florida
June Lucas
Print Notary Name
#GG 362955
Commission Number
My Commission Expires: Aug. 8, 2023

Utility:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Signed, sealed and delivered
in the presence of:

By: [Signature]

Print Name: Faye Hidy

By: [Signature]

Print Name: Brandy C. Susella

By: [Signature]

Samantha J. Saucier

~~Corporate Real Estate Manager~~ SSS

Project Director, Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

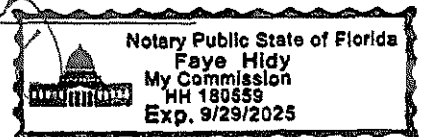
I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier, to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as ~~Area Real Estate Manager~~ ^{PROJECT DIRECTOR, REAL ESTATE} of Florida Power & Light Company, a Florida corporation and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 1 day of Oct., 2022.

My Commission Expires:

Notary Signature: [Signature]
Notary Public State of Florida

Printed Name: Faye Hidy





947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

**EXHIBIT A
SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)**

**ELAN PALM RESERVE - PORTION OF FPL EASEMENTS TO BE SUBORDINATED
LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE 5' FLORIDA POWER AND LIGHT COMPANY TRANSMISSION AND DISTRIBUTION POLE EASEMENT (EAST 5 FEET OF THE WEST 8 FEET), AS DESCRIBED IN OFFICIAL RECORDS BOOK 1765 AT PAGE 780 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NOT PREVIOUSLY DEDICATED AS RIGHT-OF-WAY, AS PER OFFICIAL RECORDS BOOK 3582, PAGE 1552, OFFICIAL RECORDS BOOK 5943, PAGE 548 AND OFFICIAL RECORDS BOOK 11073, PAGE 1011, ALL OF SAID PUBLIC RECORDS.

TOGETHER WITH PORTIONS OF THE 5.00 FOOT WIDE FLORIDA POWER AND LIGHT TRANSMISSION POLE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1674 AT PAGE 1529 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 00° 11' 38" WEST, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 686.36 FEET; THENCE NORTH 89° 43' 18" EAST, ALONG THE SOUTH LINE OF THE NW¹/₄ OF THE SW¹/₄ OF THE SE¹/₄ OF SAID SECTION 1, A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING 1; THENCE NORTH 00° 11' 38" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 6074 AT PAGE 1822 OF SAID PUBLIC RECORDS, A DISTANCE OF 319.80 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT A; THENCE SOUTH 32° 38' 27" EAST, A DISTANCE OF 9.32 FEET; THENCE SOUTH 00° 11' 38" EAST, A DISTANCE OF 311.93 FEET; THENCE SOUTH 89° 43' 18" WEST, ALONG SAID SOUTH LINE OF THE NW¹/₄ OF THE SW¹/₄ OF THE SE¹/₄ OF SECTION 1, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING 1.

TOGETHER WITH:

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

REV PER COMMENTS 7/12/22
REV PER COMMENTS 6/15/22

**Jeff S
Hodapp**

Digitally signed by Jeff
S Hodapp

Date: 2022.07.12
11:07:53 -04'00'

Project Name:	ELAN PALM RESERVE	DATE: 5/2/2022
JOB NO. 05201	DWG BY: JSH	REV 5/26/22
	CK'D By: AJR	SHEET 1 OF 7



947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

COMMENCING AT THE AFORESAID REFERENCE POINT A; THENCE NORTH 00° 11' 38" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 6074 AT PAGE 1822 OF SAID PUBLIC RECORDS, A DISTANCE OF 301.52 FEET TO THE POINT OF BEGINNING 2; THENCE CONTINUE NORTH 00° 11' 38" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 24.98 FEET; THENCE NORTH 89° 45' 46" EAST, ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00° 11' 38" EAST, A DISTANCE OF 19.98 FEET; THENCE SOUTH 44° 47' 04" WEST, A DISTANCE OF 7.07 FEET TO THE POINT OF BEGINNING 2.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 4299 SQUARE FEET, MORE OR LESS..

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, EXCEPT IN THE CASE OF A VALID ELECTRONIC SIGNATURE.
2. THERE HAS BEEN A REVIEW OF THE TITLE COMMITMENT *22015206, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE : FEBRUARY 22, 2022 AT 6:50 P.M. AND THAT ALL ENCUMBRANCES THAT AFFECT THE PROPERTY ARE SHOWN OR NOTED HEREON. DOCUMENTS RECORDED IN O.R.BOOK 8466, PAGE 23, O.R.BOOK 32871, PAGE 1084, O.R.BOOK 12296, PAGE 1074, O.R.BOOK 12757, PAGE 999, O.R.BOOK 13027, PAGE 113, O.R.BOOK 32818, PAGE 575 AND DEED BOOK 515, PAGE 405 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AFFECT THE SUBJECT PROPERTY AND ARE UNPLOTTABLE.
3. THE BEARINGS SHOWN HEREON ARE BASED ON A DIRECT LINE FROM PALM BEACH COUNTY CONTROL POINTS CINTRON TO SYLVIA HAVING A BEARING OF SOUTH 04° 10' 47" EAST, AS DETERMINED FROM STATE PLANE COORDINATES AS ESTABLISHED BY THE PALM BEACH COUNTY ENGINEERING DIVISION BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT. POSITIONAL ACCURACY MEETS OR EXCEEDS A 1:10,000 MINIMUM RELATIVE DISTANCE ACCURACY. ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS LABELED OTHERWISE. UNITS-US SURVEY FOOT. SCALE FACTOR USED FOR THIS SURVEY IS 1.000038.

ABBREVIATIONS

L	=	ARCLNGTH	O.R.B.	=	OFFICIAL RECORDS BOOK
CONC.	=	CONCRETE	P.O.B.	=	POINT OF BEGINNING
COR.	=	CORNER	P.O.C.	=	POINT OF COMMENCEMENT
D.	=	DELTA (CENTRAL ANGLE)	P.B.	=	PLAT BOOK
D.E.	=	DRAINAGE EASEMENT	P.B.C.R.	=	PALM BEACH COUNTY RECORDS
I.R.	=	IRON ROD	PG.	=	PAGE
I.R.C.	=	IRON ROD AND CAP	P.S.M.	=	PROFESSIONAL SURVEYOR
L.B.	=	LICENSED BUSINESS		=	& MAPPER
L.S.	=	LICENSED SURVEYOR	R/W	=	RIGHT-OF-WAY
MON.	=	MONUMENT	U.E.	=	UTILITY EASEMENT

JOB NO. 05201	Project Name:	DWG BY: JSH	SCALE: 1"=50'
	ILLAN PALM RESERVE	CHK'D BY: AJR	DATE: 5/27/2022 SHEET 2 OF 7

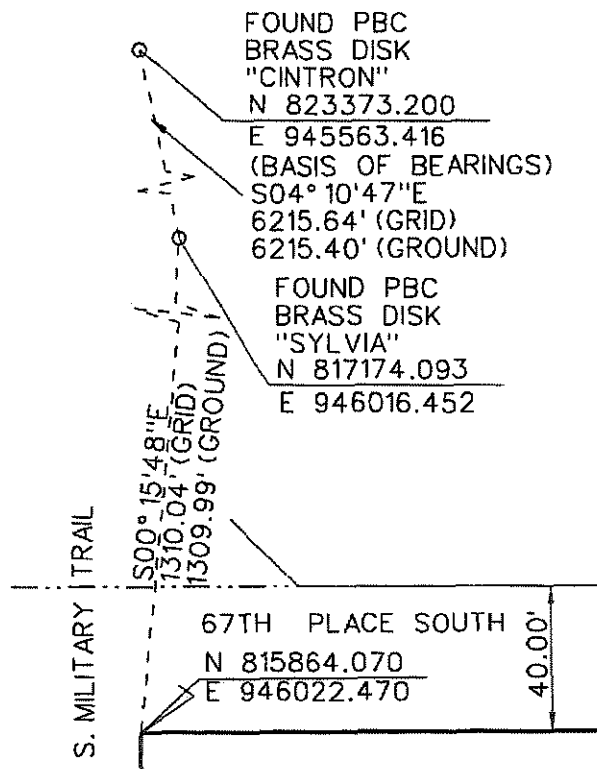
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9888
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



HORIZONTAL CONTROL DETAIL

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7284

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

SEE SHEET 5



E. LINE MILITARY TRAIL
(O.R.B. 5943, PG. 548)

MATCH LINE

5' FPL EASEMENT
(O.R.B. 1765, PG. 780)

S. MILITARY TRAIL

COUNTY ROAD 809
PUBLIC RIGHT-OF-WAY
(O.R.B. 6074, PG. 1822)
(M.C.B. 57, PG. 399)
(O.R.B. 5939, PG. 1753)
(O.R.B. 5943, PG. 548)

W. LINE SE 1/4 SECTION 1-45-42
(PALM BEACH COUNTY POSITION)

R=11512.16'
L=317.58'
D=01° 34' 50"

N 814698.597
E 946022.036
SET PRM LB7264

TRACT Z-2/
(PROPOSED)

10' U.E.
(PROPOSED)

PORTION OF THE
SW 1/4 SE 1/4
SECTION 1-45-42
PCN 00424501000005060

PORTIONS OF
5' FPL EASEMENT
(O.R.B. 1765, PG. 780)
PREVIOUSLY
DEDICATED AS R/W
(O.R.B. 3582, PG. 1552)
(O.R.B. 5943, PG. 548)
(O.R.B. 11073, PG. 1011)
NOT INCLUDED

N89° 48' 22"E
48.62'
N88° 36' 48"W
(RADIAL)

85.21'

N00° 11' 38"W 686.36'
N00° 11' 38"W 167.29'

N44° 06' 27.58"W
(NON-TANGENT)

E R/W LINE
S MILITARY TRAIL
(O.R.B. 11073
PG. 1011)

5' TEMPORARY
CONSTRUCTION
EASEMENT
(O.R.B. 12629, PG. 1266)

10' U.E.

N 814657.627
E 946062.249

HYPOLUXO ROAD

PUBLIC RIGHT-OF-WAY
(O.R.B. 3948, PG. 1247)
(O.R.B. 12572, PG. 807)
(O.R.B. 12897, PG. 1898)
(O.R.B. 12705, PG. 955)
(O.R.B. 11073, PG. 1011)
(O.R.B. 3702, PG. 466)
(O.R.B. 3582, PG. 1552)

S. LINE SECTION 1-45-42
(PALM BEACH COUNTY POSITION)

P.O.C.
FOUND PALM BEACH
COUNTY BRASS DISC
IN CONCRETE
SW CORNER SE 1/4
SECTION 1-45-42

N 814531.134
E 945973.983

JOB NO. 05201

Project Name:
FLAN PALM RESERVE

DWG BY: JSH
CHK'D BY: AJR

SCALE: 1"=50'
DATE: 5/2/2022 SHEET 4 OF 7

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



SEE SHEET 6

MATCH LINE

E. LINE MILITARY TRAIL
(O.R.B. 6074, PG. 1822)

5' FPL EASEMENT
(O.R.B. 1674, PG. 1529)

PORTION OF THE
SW¹/₄SE¹/₄
SECTION 1-45-42
PCN 00424501000005030

80.00'

53.00'

319.80'

311.93'

P.O.B.1

N89°43'18"E
53.00'

S89°43'18"W
5.00'

5' FPL EASEMENT
(O.R.B. 1765, PG. 780)

10' U.E.
(PROPOSED)

S. MILITARY TRAIL

COUNTY ROAD 809
PUBLIC RIGHT-OF-WAY
(O.R.B. 6074, PG. 1822)
(M.C.C.B. 57, PG. 399)
(O.R.B. 5939, PG. 1753)
(O.R.B. 5943, PG. 548)

N00°11'38"W 686.36'

W. LINE SE¹/₄SECTION 1-45-42
(PALM BEACH COUNTY POSITION)

E. LINE MILITARY TRAIL
(O.R.B. 5943, PG. 548)

R=11512.16'
L=317.58'
D=01°34'50"

N00°11'38"W 521.38'

S00°11'38"E 513.53'

201.60'

PORTION OF THE
SW¹/₄SE¹/₄
SECTION 1-45-42
PCN 00424501000005060

N 815016.163
E 946025.341
SET PRM LB7264

R=11517.16'
L=322.57'
D=01°36'17"

TRACT Z-2
(PROPOSED)

MATCH LINE

SEE SHEET 4

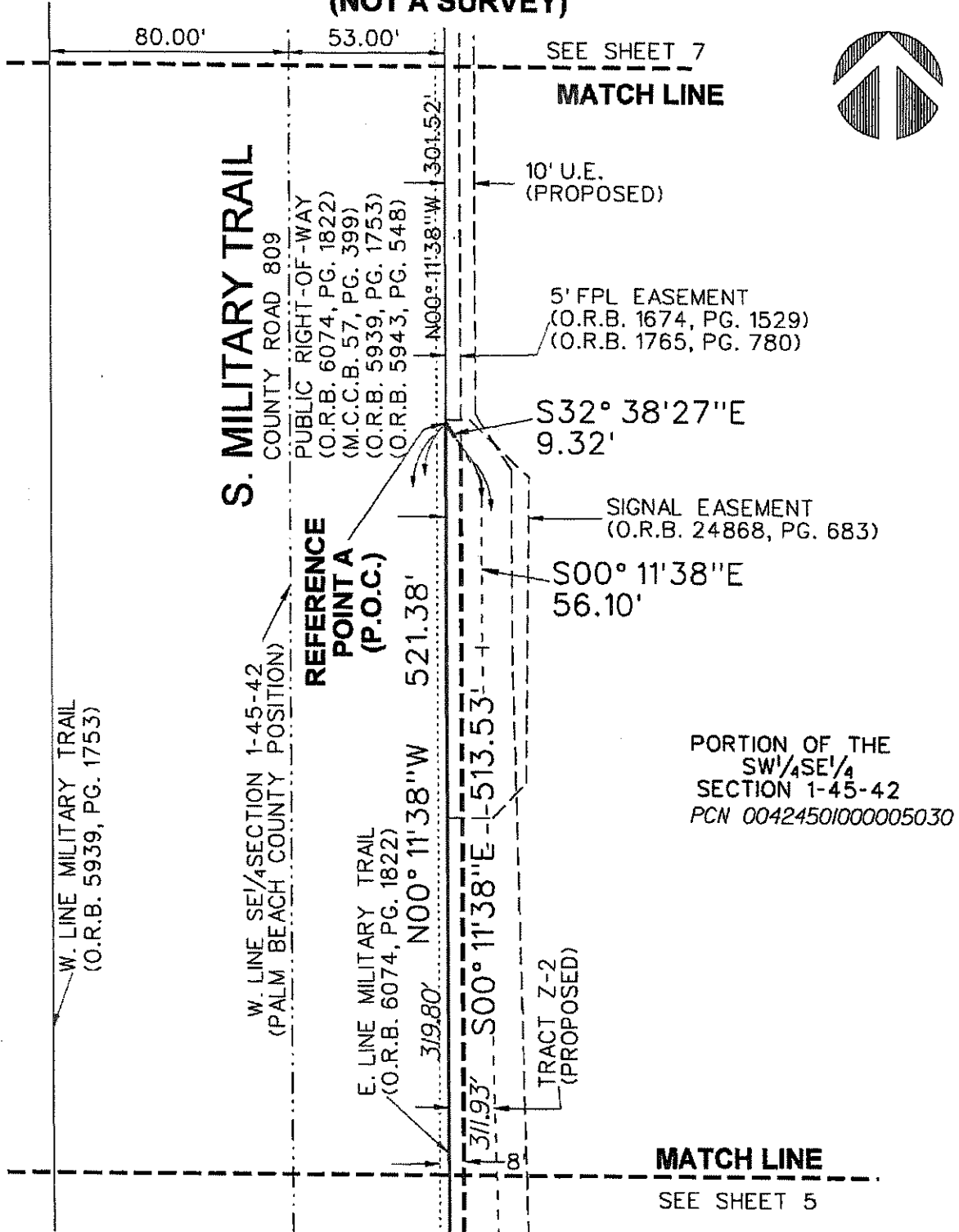
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
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Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO. 05201

Project Name:

ELAN PALM RESERVE

DWG BY: JSH

CHKD BY: AJR

SCALE: 1"=50'

DATE: 5/27/2022 SHEET 6 OF 7

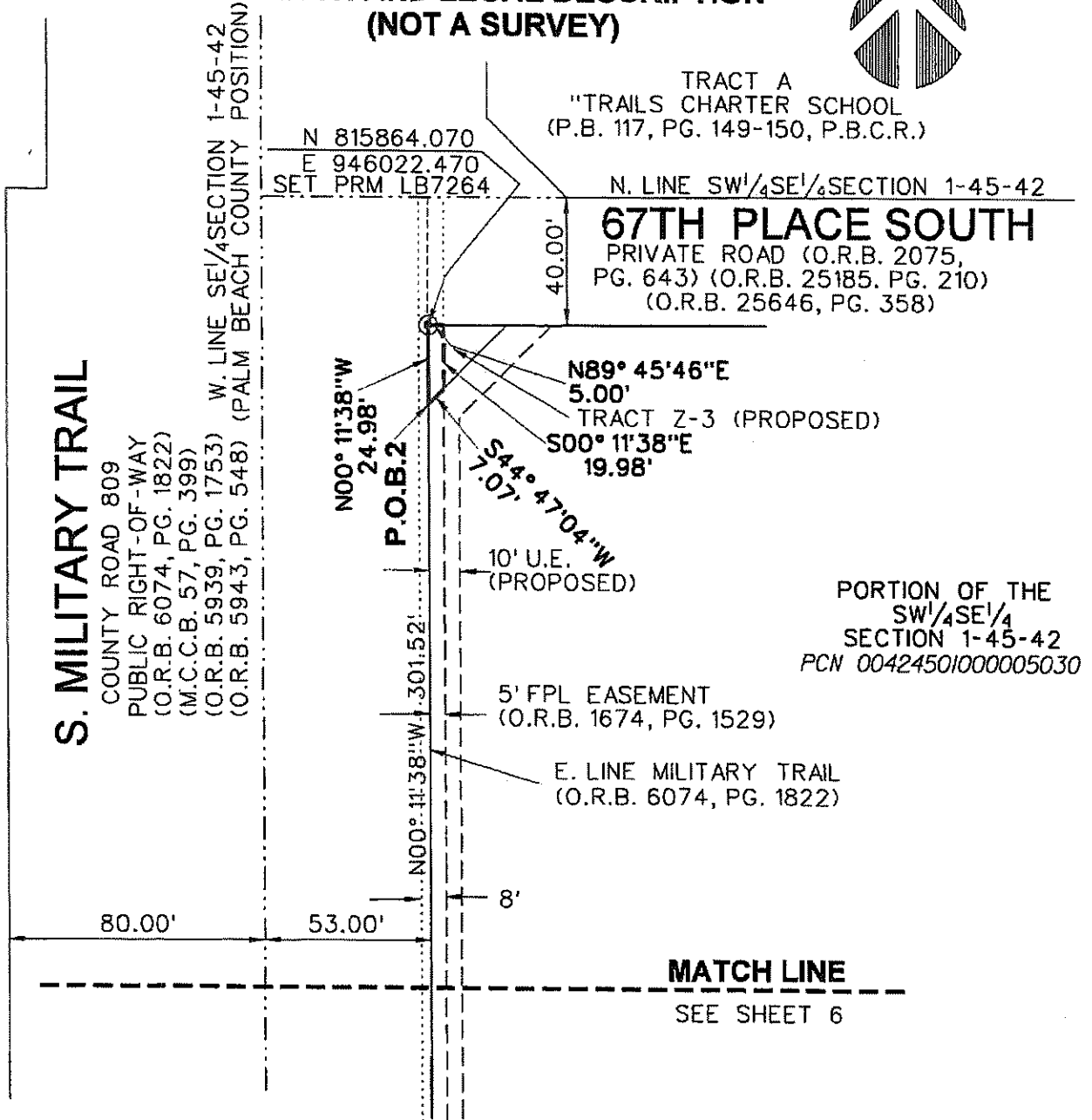
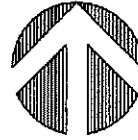


947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A
SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)



JOB NO. 05201	Project Name:	DWG BY: JSH	SCALE: 1"=50'
FLAN PALM RESERVE	CHK'D By: GY	DATE: 5/2/2022	SHEET 7 OF 7

Return via Palm Beach County interoffice mail to:
Toni Sharp, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: Portion of 52-43-42-18-16-000-0020

CFN 20230362563
OR BK 3462E PG 645
RECORDED 10/24/2023 1:34 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pg: 645 - 652; (Pages)

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: MRT2022014
ROAD: Northlake Blvd & Congress Ave Ext
PARCEL NO.: Tract NL

SUBORDINATION OF UTILITY INTERESTS

THIS SUBORDINATION OF UTILITY INTERESTS ("Subordination") is entered into this 19th day of September, 2023, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County") and **SEACOAST UTILITY AUTHORITY**, an interlocal governmental entity created under Chapter 163, Florida Statutes, whose post office address is 4200 Hood Road, Palm Beach Gardens, Florida 33410-2174, ("Utility").

WHEREAS, the Utility presently has an easement on certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interests claimed in said property by the Utility. At the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the property ("Property"), described in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent any conflict between County improvements and Utility facilities so that the benefits of each may be retained; and

WHEREAS, Resolution R2020-0614 delegated to the County Administrator or designee the authority to execute developer funded subordination of utility interests instruments on behalf of the Board of County Commissioners; and

WHEREAS, on or about June 10, 2020, the County Engineer, Deputy County Engineer, and Assistant County Engineer have been designated by the County Administrator with the authority to execute subordination of utility interest instruments associated with right-of-way conveyances; and

WHEREAS, the Assistant County Engineer has found this Subordination and documents associated therewith to be appropriate for recordation in the public records of Palm Beach County, Florida.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

- 1. The Utility hereby subordinates any and all of its interest in that portion of the following easement lying within, through, under, upon or across the Property, to the interest of the County, its successors or assigns;

<u>NATURE OF ENCUMBRANCE</u>	<u>RECORD DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Easement	1/19/1996	McPhail Associates L.P.	Seacoast Utility Authority	9089 / 708

- 2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon all the Property in accordance with the County’s current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of the facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust or relocate its facilities from within the Property, the County hereby agrees to pay the Utility’s reasonable cost of any required alteration, adjustment or relocation, caused by the County’s actions, including the cost of acquiring the necessary easements.
- 3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, bushes, and growth which might endanger or interfere with the operation and safety of the Utility’s facilities.
- 4. This Subordination shall be attached as an addendum to the permit, if any, required by the County for location of facilities on the Property.
- 5. This Subordination is not assignable except to the State of Florida or other governmental entity for the purposes described herein.

In consideration of the representations contained herein, the attached document, and other good and valuable considerations, I, Steven B. Carrier, P.E., Assistant County Engineer, find this Subordination and associated documents to be appropriate and in order for recordation in the public records of Palm Beach County, Florida as official recognition of the subordination of utility interests as shown on **Exhibit "A"** attached hereto and made a part hereof.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the County has caused this Subordination of Utility Interests to be executed on this 11 day of October, 2023.

**PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS**

By: 
Steven B. Carrier, P.E.
Assistant County Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: vbh 
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

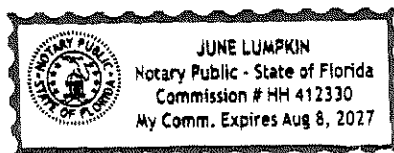
By: 
Morton Rose, P.E.
Division Director

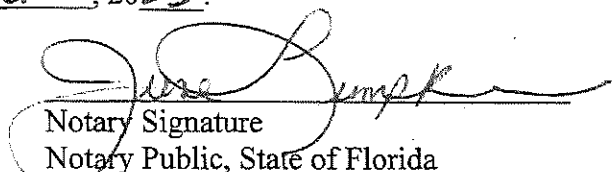
STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Steven B. Carrier, who is (choose one) ☒ personally known to me, or ☐ has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed the instrument for the purposes therein.

Witness my hand and official seal this 11th day of October, 2023.

(Stamp/Seal)




Notary Signature
Notary Public, State of Florida
June Lumpkin
Print Notary Name
HH 412330
Commission Number
My Commission Expires: 8/8/27

Signed, sealed and delivered in the presence of:

(Signature of **two** witnesses
required by Florida law)

Utility:

SEACOAST UTILITY AUTHORITY,
an interlocal governmental entity created under Chapter 163,
Florida Statutes

Laura H. Niemann
Witness Signature (Required)

Laura H. Niemann
Witness Name Printed or Typed

Jennifer Millette
Witness Signature (Required)

Jennifer Millette
Witness Name Printed or Typed

By: Rim Bishop
Rim Bishop, Executive Director

Attest: Jessica Moore
Jessica Moore, Authority Clerk

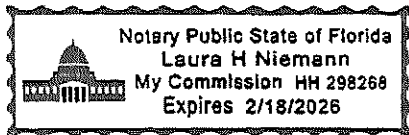


STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Rim Bishop and Jessica Moore, who are (choose one) ☒ personally known to me, or ☐ have produced _____ as identification, and who executed the foregoing instrument as Executive Director and Clerk of **SEACOAST UTILITY AUTHORITY**, an interlocal governmental entity created under Chapter 163, Florida Statutes, and severally acknowledged to and before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed such instrument as such officers of said Utility, and that said instrument is the free act and deed of said Utility.

Witness my hand and official seal this 19th day of September, 2023.

(Stamp/Seal)



Laura H. Niemann
Notary Signature
Notary Public, State of Florida

Laura H. Niemann
Print Notary Name
HH 298268
Commission Number
My Commission Expires: 2/18/2026

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

ALL OF TRACT "NL" AND A PORTION OF THE UNNAMED TRACT, OF "PLAT OF NORTHLAKE SQUARE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 76, PAGES 160 AND 161, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 43 EAST, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "NL"; THENCE NORTH 88°26'21" WEST ALONG THE SOUTH LINE OF SAID TRACT "NL" 15.79 FEET; THENCE NORTH 01°33'39" EAST ALONG A WEST LINE OF SAID TRACT "NL" 15.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTHLAKE BOULEVARD (LAKE PARK WEST ROAD) (STATE ROAD NO. 809) AS SHOWN ON SAID PLAT; THENCE NORTH 88°26'21" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 24.20 FEET; THENCE NORTH 46°34'25" EAST 56.58 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SHADBERRY STREET AS SHOWN ON SAID PLAT; THENCE SOUTH 01°35'11" WEST ALONG SAID WEST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE EAST LINE OF SAID TRACT "NL" 55.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 1,037 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18-42-43 BEING N88°26'21"W PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
3. COORDINATES AND GRID BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18-42-43 BEING N88°26'25"W.
4. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
5. ALL RECORDED DOCUMENTS ARE PER PALM BEACH COUNTY RECORDS.
6. THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 1260773-A1, PREPARED BY OLD REPUBLIC NATIONAL INSURANCE COMPANY, COMMITMENT DATE: MAY 8, 2023 @ 11:00 P.M. ALL PLOTTABLE EXCEPTIONS LISTED IN SAID COMMITMENT ARE DEPICTED HEREON.

John F Pulice Digitally signed by John F Pulice
Date: 2023.08.10 11:53:27 -04'00'

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1, 2 & 3

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

FILE: CREIGHTON CONSTRUCTION & MANAGEMENT

SCALE: N/A

ORDER NO.: 69890

DATE: 04-19-22; 7/26/23; 8/10/23

RIGHT-OF-WAY DEDICATION

PALM BEACH COUNTY, FLORIDA

FOR: 7-ELEVEN SITE #41621

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

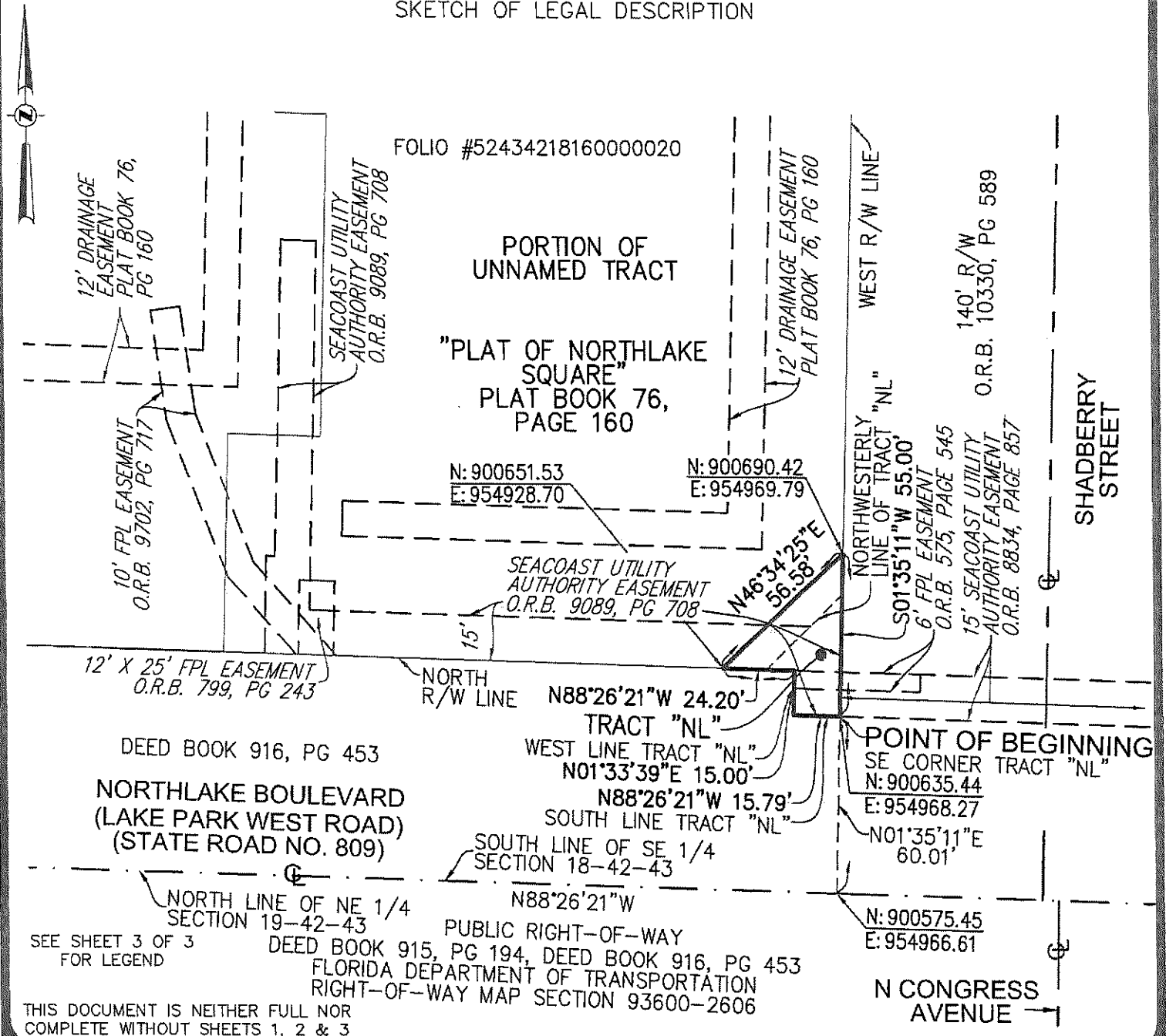
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SECTION NO.: 93600-2606
STATE ROAD NO.: 809
COUNTY: PALM BEACH

SHEET 1 OF 3

EXHIBIT "A" SKETCH OF LEGAL DESCRIPTION



SEE SHEET 3 OF 3
FOR LEGEND

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1, 2 & 3

FILE: CREIGHTON CONSTRUCTION & MANAGEMENT

SCALE: 1"=50'

ORDER NO.: 69890

DATE: 04-19-22; 7/26/23; 8/10/23

RIGHT-OF-WAY DEDICATION

PALM BEACH COUNTY, FLORIDA

FOR: 7-ELEVEN SITE #41621

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777
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FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SECTION NO.: 93600-2606
STATE ROAD NO.: 809
COUNTY: PALM BEACH

SHEET 2 OF 3

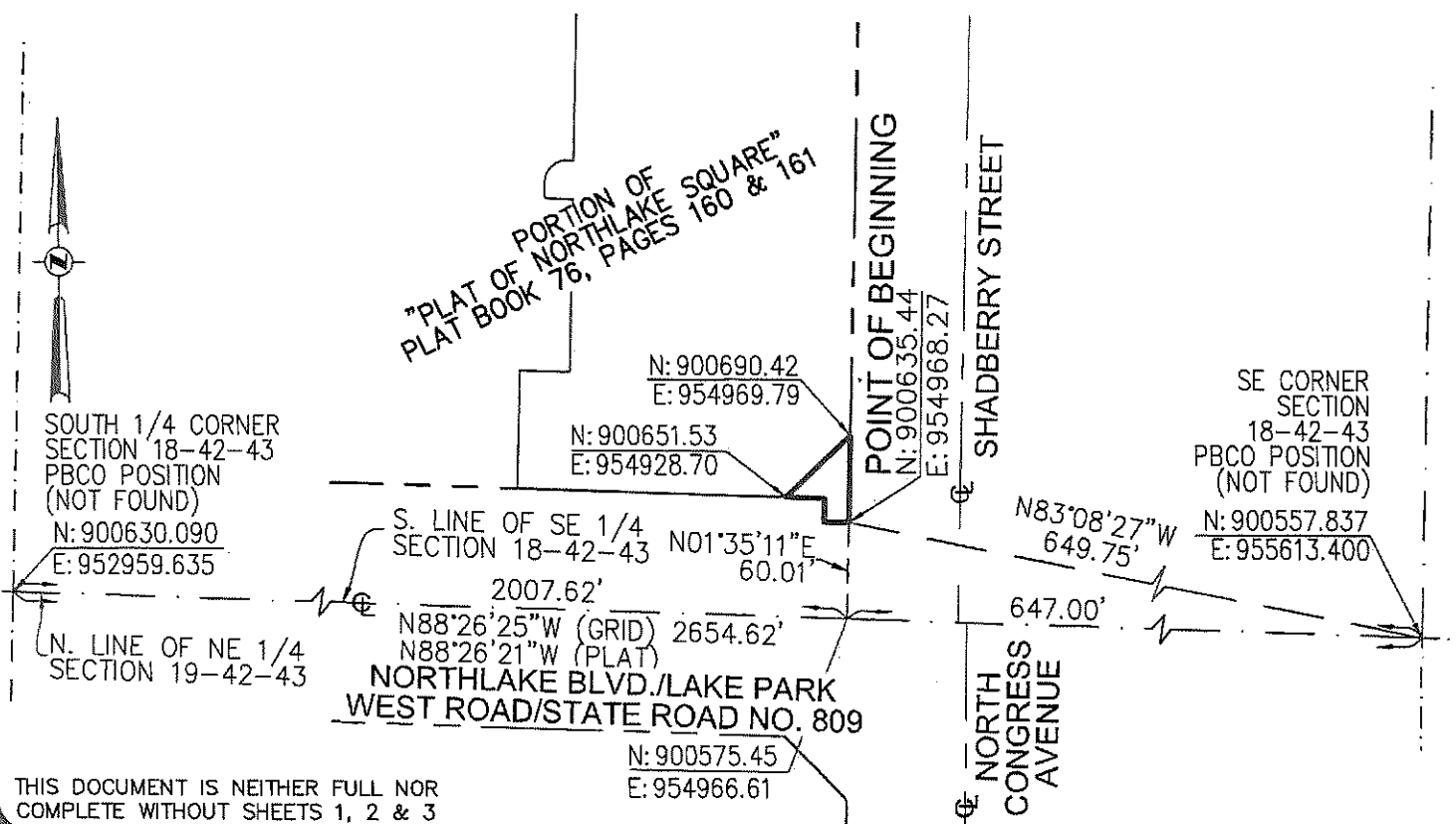
EXHIBIT "A"
CONTROL TIE

SURVEYOR'S NOTES:

COORDINATES SHOWN ARE GRID.
DATUM = NAD 83, 1990 ADJUSTMENT.
ZONE = FLORIDA EAST.
LINEAR UNIT = US SURVEY FOOT.
COORDINATE SYSTEM = 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION.
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000047739
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION PLAT TO GRID = 00°00'04" COUNTERCLOCKWISE

LEGEND & ABBREVIATIONS:

CL CENTERLINE
FPL FLORIDA POWER & LIGHT COMPANY
O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT-OF-WAY
PG PAGE
N: STATE PLANE COORDINATE NORTHING
E: STATE PLANE COORDINATE EASTING



THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1, 2 & 3

FILE: CREIGHTON CONSTRUCTION & MANAGEMENT

SCALE: 1"=20'

ORDER NO.: 69890

DATE: 04-19-22; 7/26/23; 8/10/23

RIGHT-OF-WAY DEDICATION

PALM BEACH COUNTY, FLORIDA

FOR: 7-ELEVEN SITE #41621

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777
FAX: (954) 572-1778

E-MAIL: surveys@puliceandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SECTION NO.: 93600-2606
STATE ROAD NO.: 809
COUNTY: PALM BEACH

SHEET 3 OF 3

Return via Palm Beach County interoffice mail to:
Toni Sharp, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

CFN 20240051995
OR BK 34831 PG 182
RECORDED 2/14/2024 3:44 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pg: 182 - 189; (8pgs)

This instrument prepared by:
Peter Ramsey
Corporate Real estate Manger
Florida Power & Light Company
700 Universe Boulevard, CRE/
JB Juno Beach, Florida 33408

Property Control Number: Portion of 52-43-42-18-16-000-0020

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO. MRT2022014; PBG

ROAD NAME: Northlake Blvd

PARCEL NO. Tract NL

**SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

**THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS** ("Agreement") is entered
into this 1st day of February 2024, by and between **PALM BEACH COUNTY**, a
political subdivision of the State of Florida, by and through its Board of County Commissioners
("County"), whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and
FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Utility"), whose mailing address
is Post Office Box 14000, Juno Beach, Florida 33408-0420.

WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted
on attached **Exhibit "A"** ("Lands") that have been determined necessary for future Public Right-of-Way
purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the
interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions
set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County

requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County’s use and the Utility’s use so that the benefits of each may be retained; and

WHEREAS, Resolution R2020-0614 delegated to the County Administrator or designee the authority to execute developer funded subordination of utility interests instruments on behalf of the Board of County Commissioners; and

WHEREAS, on or about June 10, 2020, the County Engineer, Deputy County Engineer, and Assistant County Engineer have been designated by the County Administrator with the authority to execute subordination of utility interest instruments associated with right-of-way conveyances; and

WHEREAS, the Assistant County Engineer has found this Agreement and documents associated therewith to be appropriate for recordation in the public records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

AGREEMENT

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility’s easement located upon the Lands, as granted via the below-referenced instrument, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

<u>NATURE OF DATE</u> <u>ENCUMBRANCE</u>	<u>FROM OR</u> <u>AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Easement	Bankers Life & Casualty Co.	Florida Power & Light Co.	575 / 545

2. “Public Right-of-Way”, as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached **Exhibit “A”**, and which a portion of the Public Right-of-Way includes all or a part of the Utility’s above-referenced easement on the Lands (all as depicted on said Exhibit).

3. Should the County require the Utility to alter, adjust, or relocate any of the Utility’s facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration,

adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s). In addition, the Utility retains the right to be reimbursed in the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if such alteration, adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.

6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).

7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

In consideration of the representations contained herein, the attached document, and other good and valuable considerations, I, Steven B. Carrier, P.E., Assistant County Engineer, find this Agreement and associated documents to be appropriate and in order for recordation in the public records of Palm Beach County, Florida as official recognition of the subordination of utility interests as shown on Exhibit "A" attached hereto and made a part hereof.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed on this 1st day of February, 2024.

**PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS**

By: [Signature]
Steven B. Carrier, P.E.
Assistant County Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

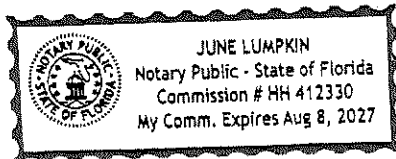
By: [Signature]
Morton Rose, P.E.
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Steven B. Carrier, who is (choose one) ☒ personally known to me, or ☐ has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed the instrument for the purposes therein.

Witness my hand and official seal this 1st day of February, 2024.

(Stamp/Seal)



[Signature]
Notary Signature
Notary Public, State of Florida
June Lumpkin
Print Notary Name
August 8, 2027
Commission Number HH412330
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

By: [Signature]

Print Name: Clerna Marc

By: [Signature]

Print Name: Ann Meier

Utility:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: [Signature]

Corporate Real Estate Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Peter Ramsey, did not take an oath and who executed the foregoing instrument as Corporate Real Estate Manager of Florida Power & Light Company, a Florida corporation and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 26 day of January, 2024

My Commission Expires: 6-11-2027

Notary Signature: [Signature]
Notary Public State of Florida

Printed Name: Ann Meier

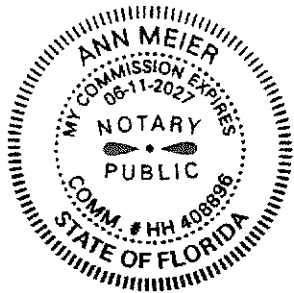


EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

ALL OF TRACT "NL" AND A PORTION OF THE UNNAMED TRACT, OF "PLAT OF NORTHLAKE SQUARE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 76, PAGES 160 AND 161, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 43 EAST, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "NL"; THENCE NORTH 88°26'21" WEST ALONG THE SOUTH LINE OF SAID TRACT "NL" 15.79 FEET; THENCE NORTH 01°33'39" EAST ALONG A WEST LINE OF SAID TRACT "NL" 15.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTHLAKE BOULEVARD (LAKE PARK WEST ROAD) (STATE ROAD NO. 809) AS SHOWN ON SAID PLAT; THENCE NORTH 88°26'21" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 24.20 FEET; THENCE NORTH 46°34'25" EAST 56.58 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SHADBERRY STREET AS SHOWN ON SAID PLAT; THENCE SOUTH 01°35'11" WEST ALONG SAID WEST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE EAST LINE OF SAID TRACT "NL" 55.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 1,037 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18-42-43 BEING N88°26'21"W PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
3. COORDINATES AND GRID BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18-42-43 BEING N88°26'25"W.
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6. THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 1260773-A1, PREPARED BY OLD REPUBLIC NATIONAL INSURANCE COMPANY, COMMITMENT DATE: MAY 8, 2023 @ 11:00 P.M. ALL PLOTTABLE EXCEPTIONS LISTED IN SAID COMMITMENT ARE DEPICTED HEREON.

John F Pulice Digitally signed by John F Pulice
Date: 2023.08.10 11:53:27 -04'00'

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1, 2 & 3

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

FILE: CREIGHTON CONSTRUCTION & MANAGEMENT

SCALE: N/A

ORDER NO.: 69890

DATE: 04-19-22; 7/26/23; 8/10/23

RIGHT-OF-WAY DEDICATION

PALM BEACH COUNTY, FLORIDA

FOR: 7-ELEVEN SITE #41621

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

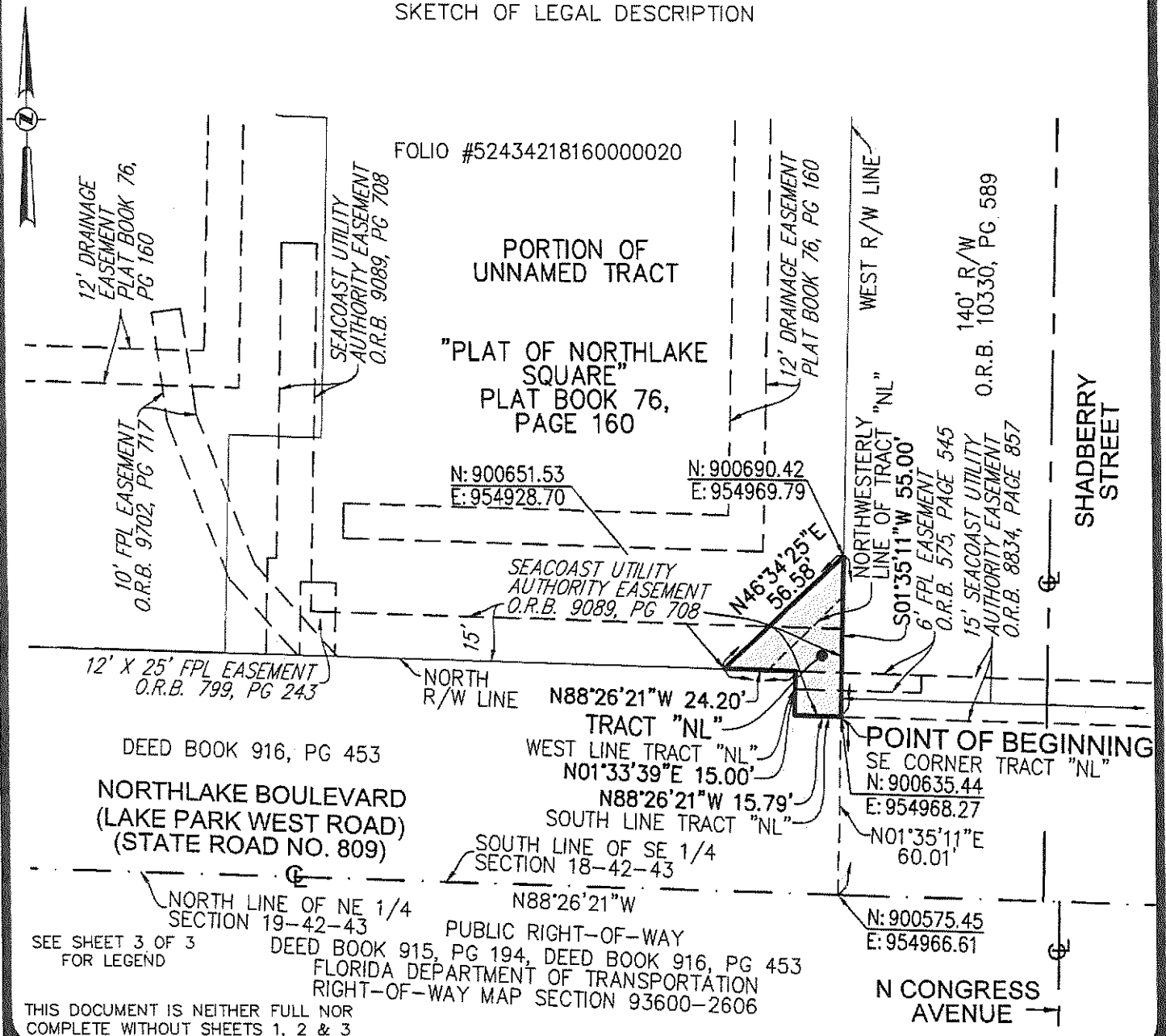
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SECTION NO.: 93600-2606
STATE ROAD NO.: 809
COUNTY: PALM BEACH

SHEET 1 OF 3

EXHIBIT "A"
SKETCH OF LEGAL DESCRIPTION



THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1, 2 & 3

FILE: CREIGHTON CONSTRUCTION & MANAGEMENT

SCALE: 1"=50'

ORDER NO.: 69890

DATE: 04-19-22; 7/26/23; 8/10/23

RIGHT-OF-WAY DEDICATION

PALM BEACH COUNTY, FLORIDA

FOR: 7-ELEVEN SITE #41621

PULICE LAND SURVEYORS, INC.

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SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777
FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SECTION NO.: 93600-2606
STATE ROAD NO.: 809
COUNTY: PALM BEACH

SHEET 2 OF 3

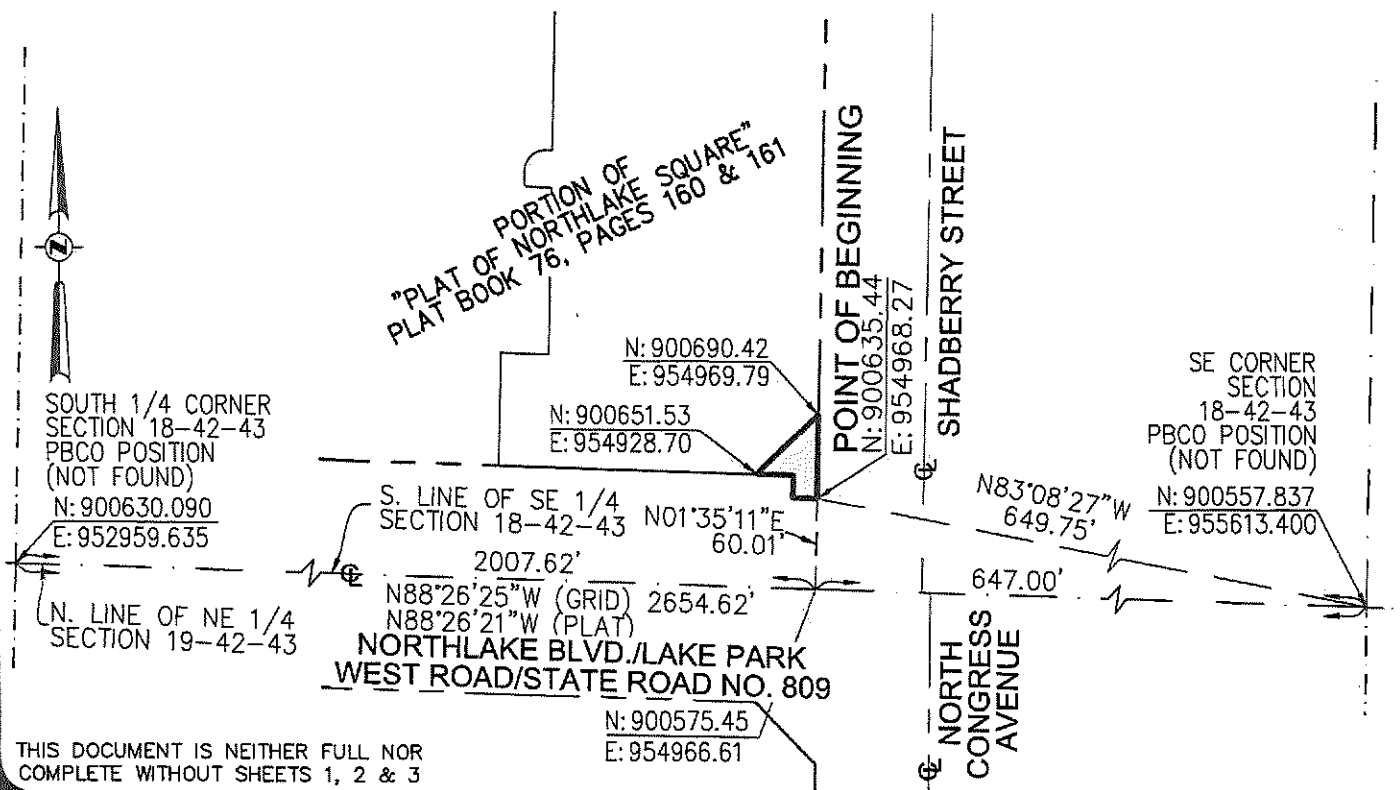
EXHIBIT "A"
CONTROL TIE

SURVEYOR'S NOTES:

COORDINATES SHOWN ARE GRID.
DATUM = NAD 83, 1990 ADJUSTMENT.
ZONE = FLORIDA EAST.
LINEAR UNIT = US SURVEY FOOT.
COORDINATE SYSTEM = 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION.
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000047739
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION PLAT TO GRID = 00°00'04" COUNTERCLOCKWISE

LEGEND & ABBREVIATIONS:

CL	CENTERLINE
FPL	FLORIDA POWER & LIGHT COMPANY
O.R.B.	OFFICIAL RECORDS BOOK
R/W	RIGHT-OF-WAY
PG	PAGE
N:	STATE PLANE COORDINATE NORTHING
E:	STATE PLANE COORDINATE EASTING



FILE: CREIGHTON CONSTRUCTION & MANAGEMENT

SCALE: 1"=20'

ORDER NO.: 69890

DATE: 04-19-22; 7/26/23; 8/10/23

RIGHT-OF-WAY DEDICATION

PALM BEACH COUNTY, FLORIDA

FOR: 7-ELEVEN SITE #41621

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777
FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
SECTION NO.: 93600-2606
STATE ROAD NO.: 809
COUNTY: PALM BEACH

SHEET 3 OF 3

Return via Palm Beach County interoffice mail to:
Mark Hagen, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

CFN 20250217975
OR BK 35817 PG 1958
RECORDED 6/18/2025 2:57 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1958 - 1966: (9pgs)

This instrument prepared by:
Samantha J. Saucier
Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408

Property Control Number: Portion of 00-42-45-01-00-000-5170

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
DATE: 5/15/2025

PROJECT NO. MRT 2024-010
ROAD NAME: S Military Trail
PARCEL NO. Corner Clip

**SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS ("Agreement") is entered into this 15 day of May 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Utility"), whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420.

WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on attached Exhibit "A" ("Lands") that have been determined necessary for future Public Right-of-Way purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-

Return via Palm Beach County interoffice mail to:
Mark Hagen, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This instrument prepared by:
Samantha J. Saucier
Florida Power & Light Company
700 Universe Boulevard, CRE/JB
Juno Beach, Florida 33408

RECORDED

JUN 18 2025

JOSEPH ABRUZZO, CLERK
PALM BEACH COUNTY, FL

Property Control Number: Portion of 00-42-45-01-00-000-5170

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

ACCEPTED BY
BOARD OF COUNTY COMMISSIONERS
DATE: 5/15/2025

PROJECT NO. MRT 2024-010
ROAD NAME: S Military Trail
PARCEL NO. Corner Clip

**SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

THIS SUBORDINATION OF UTILITY INTERESTS AND AGREEMENT FOR REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS ("Agreement") is entered into this 15 day of May 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Utility"), whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420.

WITNESSETH

WHEREAS, the Utility presently has an interest in certain lands as legally described and depicted on attached Exhibit "A" ("Lands") that have been determined necessary for future Public Right-of-Way purposes; and

WHEREAS, the proposed use of the Lands for highway purposes will require subordination of the interest claimed in such Lands by the Utility to the County; and

WHEREAS, at the request of the County, the Utility has agreed, subject to the terms and conditions set forth herein, to either (i) leave such facilities on the subordinated Lands until such time as the County requests relocation of such facilities, if at all, or (ii) relocate such facilities from the subordinated Lands to an area acceptable to the Utility, as applicable, and the County is willing to pay for such relocation and, if relocated within Public Right-of-

Way, any and all future relocations of said facilities, if necessary, to prevent conflict between the County’s use and the Utility’s use so that the benefits of each may be retained; and

WHEREAS, Resolution R2020-0614 delegated to the County Administrator or designee the authority to execute developer funded subordination of utility interests instruments on behalf of the Board of County Commissioners; and

WHEREAS, on or about June 10, 2020, the County Engineer, Deputy County Engineer, and Assistant County Engineer have been designated by the County Administrator with the authority to execute subordination of utility interest instruments associated with right-of-way conveyances; and

WHEREAS, the Assistant County Engineer has found this Agreement and documents associated therewith to be appropriate for recordation in the public records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

AGREEMENT

1. The Utility hereby subordinates any and all of its interest in that certain portion of the Utility’s easement located upon the Lands, as granted via the below-referenced instrument, to the interest of the County for the purposes of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands:

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK / PAGE</u>
Easement	10/7/68	Howard F. Janousek	Florida Power & Light	1678/888

2. “Public Right-of-Way”, as used herein, shall mean existing right-of-way and that certain area of land to become future right-of-way also shown on attached **Exhibit “A”**, and which a portion of the Public Right-of-Way includes all or a part of the Utility’s above-referenced easement on the Lands (all as depicted on said Exhibit).

3. Should the County require the Utility to alter, adjust, or relocate any of the Utility’s facilities presently located on, within, or upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s). In addition, the Utility retains the right to be reimbursed in the future for any and all additional alterations, adjustments, or relocations of its facilities located presently or to be located on the Lands (or Public Right-of-Way if such facilities were previously relocated from the Lands to the Public Right-of-Way under this Agreement) if

such alteration, adjustment, or relocation is caused by present or future uses of the Public Right-of-Way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the Public Right-of-Way, or if necessary, acquiring replacement easement(s).

4. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate its facilities on, within, and upon the Lands in accordance with the County's current minimum standards for such facilities as of the date of this Agreement. Any new construction or relocation of such facilities by the Utility on, within, and upon the Lands will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of such facilities on, within, and upon the Lands, the County hereby agrees to pay the cost of such alteration, adjustment, or relocation required by the County's failure to approve such new construction or relocation, including, but not limited to the cost of acquiring appropriate replacement easement(s).

5. The Utility shall have the right to enter upon the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) for the purposes outlined in Paragraph 4 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the Utility's facilities. The County shall provide and allow access to the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated) by the Utility.

6. The Utility agrees to repair any damage to the County facilities and to indemnify the County against any loss or damage, in an amount not to exceed One Million Dollars (\$1,000,000), resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the Lands (and/or the area of the Public Right-of-Way where the facilities have been relocated).

7. This Agreement shall not be assigned by County, except to the State of Florida or any other governmental entity that has an interest in the Public Right-of-Way. In the event of any assignment hereunder, County shall provide written notice of such assignment to Utility within thirty (30) days of such assignment.

In consideration of the representations contained herein, the attached document, and other good and valuable considerations, I, Steve Carrier, P.E., Assistant County Engineer, find this Agreement and associated documents to be appropriate and in order for recordation in the public records of Palm Beach County, Florida as official recognition of the subordination of utility interests as shown on Exhibit "A" attached hereto and made a part hereof.

Remainder of page intentionally left blank.

DESCRIPTION:

BEING A PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, N00°11'50"W, A DISTANCE OF 1,715.96 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE ALONG SAID SOUTH LINE, N89°47'09"E, A DISTANCE OF 53.00 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S. MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 5949, PAGE 1129 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, N89°47'09"E, A DISTANCE OF 25.00 FEET; THENCE N45°12'21"W, A DISTANCE OF 35.35 FEET TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, S00°11'50"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 312 SQUARE FEET OR 0.0072 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
- 2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 3. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 11559663 REVISION NO. 1 APRIL 12, 2024, COMMITMENT DATE: 03/44/2024 AT 5:00 PM, ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
- 4. BEARINGS SHOWN HEREON ARE RELATIVE TO A BEARING OF N00°11'50"W, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AS SHOWN ON THE PLAT, TRAILS CHARTER SCHOOL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 149, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983, (1990 ADJUSTMENT).
- 5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- 6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 22, 2024. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING – LAND PLANNING
LANDSCAPE ARCHITECTURE – SURVEYING

7900 GLADES ROAD-SUITE 100
BOCA RATON, FLORIDA 33434

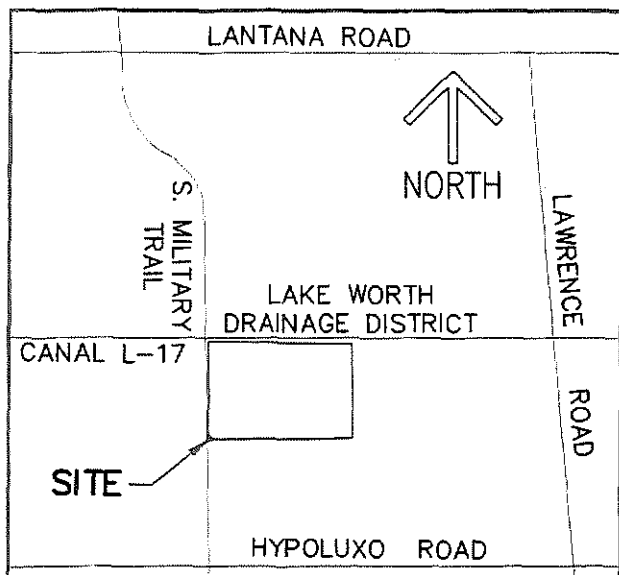
PHONE (561)-392-1991 / FAX (561)-750-1452



Digitally signed by
David Lindley
Date: 2024.09.25
10:29:19 -04'00'
Adobe Acrobat
version:
2024.003.20112

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

DATE	8-22-2024
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	9627-RW Dedication



LOCATION MAP
(NOT TO SCALE)

LEGEND/ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
LB - LICENSED BUSINESS
R/W - RIGHT-OF-WAY
CL - CENTERLINE
P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORDS BOOK
PG(S). - PAGE(S)
1-45-42 - SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST
N - NORTHING (WHEN USED WITH COORDINATES)
E - EASTING (WHEN USED WITH COORDINATES)
PBC - PALM BEACH COUNTY
NAD - NORTH AMERICAN DATUM
UE - UTILITY EASEMENT
FPL - FLORIDA POWER & LIGHT COMPANY
(P) - TRAILS CHARTER SCHOOL, PLAT BOOK 117, PAGE 149
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (1990 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = U.S. SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND UNLESS NOTED OTHERWISE
SCALE FACTOR = 1.000037475
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (1990 ADJUSTMENT), FLORIDA EAST ZONE

THIS IS NOT A SURVEY

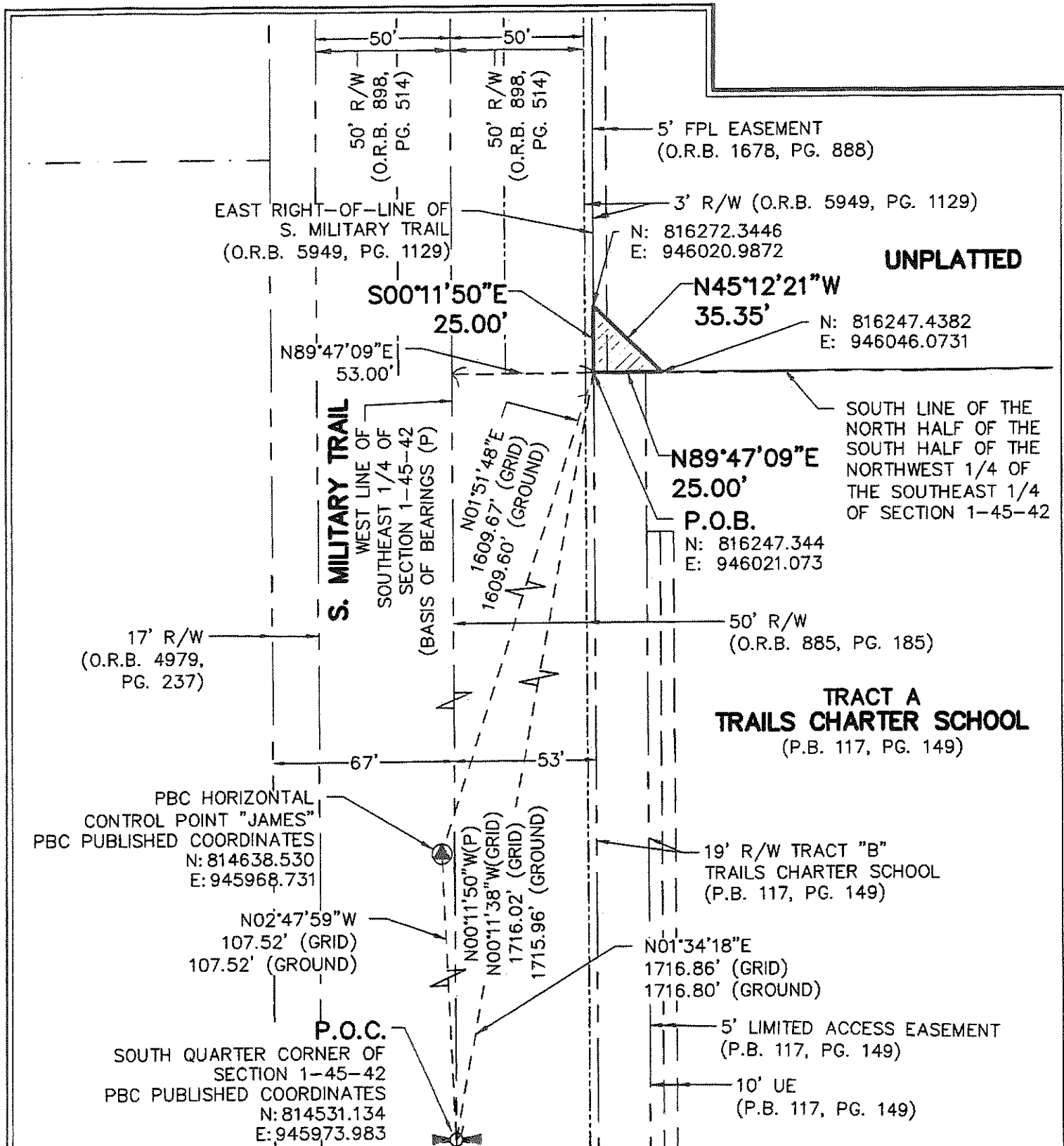


CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD-SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SHEET 2 OF 3

DATE	8-22-2024
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	9627-RW Dedication



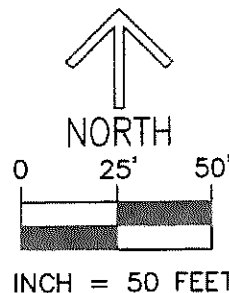
THIS IS NOT A SURVEY

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD-SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	8-22-2024
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=50'
JOB NO.	9627-RW Dedication

IN WITNESS WHEREOF, the County has caused this Agreement to be executed on this 15th day of May, 2025.

**PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS**

By: Joanne Keller
Joanne Keller, P.E., Deputy County Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared Joanne Keller, P.E., who is (choose one) ☒ personally known to me, or ☐ has produced _____ as identification, and who executed the foregoing instrument, and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that they executed the instrument for the purposes therein.

Witness my hand and official seal this 15th day of May, 2025.

(Stamp/Seal)



Toni E Sharp
Notary Signature
Notary Public, State of Florida

Toni Sharp
Print Notary Name

Commission Number _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

Tracey Navis
Witness Signature (Required)

Tracey Navis
Witness Name Printed or Typed
Address: 700 Universe Boulevard
Juno Beach, FL 33408

Tracey Navis
Witness Signature (Required)

Joseph Lotz
Witness Name Printed or Typed
Address: 700 Universe Boulevard
Juno Beach, FL 33408

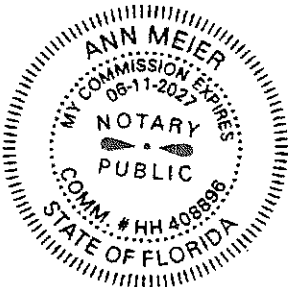
By: Peter Ramsey
Peter Ramsey
Corporate Real Estate Manager

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Peter Ramsey, to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as Corporate Real Estate Manager of Florida Power & Light Company, a Florida corporation and acknowledged before me by means of (choose one) ☒ physical presence or ☐ online notarization, that he executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of April, 2025



Notary Signature: Ann Meier
Notary Public State of Florida

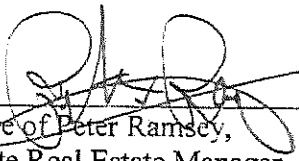
Printed Name: Ann Meier

My Commission Expires: 6-11-27

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power and Light Company and attest that Florida Power and Light Company does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



Signature of Peter Ramsey,
Corporate Real Estate Manager

Peter Ramsey

Printed Name of Peter Ramsey,
Corporate Real Estate Manager

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
25 day of April, 2025, by Peter Ramsey.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.



NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)

