Agenda Item #

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	December 15, 2020	[X] Consent [] Ordinance	[] Regular [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Temporary Construction Easement (TCE) in favor of Florida Department of Transportation (FDOT) with reservation of rights for water and sewer utilities.

Summary: FDOT has plans to improve State Road 882 (Forest Hill Boulevard) from State Road 7 (U.S. 441) east to Pinehurst Drive. The project entails road construction in front of Okeeheelee Park and will affect the entrances to both Okeeheelee Park North and Okeeheelee Park South. FDOT's plans include enhancements to the existing County-owned roadway and sidewalks fronting the Park entrances, including but not limited to lighting, pedestrian signalization and ramps. The TCE covers each Park entry point on both sides of Forest Hill Boulevard and the southwest corner of Pinehurst Drive and Forest Hill Boulevard, for a total of .513 acre. The Parks Department does not have any objection to the TCE since the improvements will enhance the Park entrances, provide for pedestrian safety and relieve the County from maintenance concerns over the affected area. The TCE will be in favor of FDOT with a reservation of rights for existing County water and sewer facilities. In total, the Temporary Construction Easement will cover 22,358 square feet, will be of varying widths and will be recorded to provide notice of its existence and location. (**PREM**) <u>District 2</u> (**HJF**)

Background and Justification: The County owns large park property acreage on the east side of the Florida Turnpike on both the north and south sides of Forest Hill Boulevard. On the north side of Forest Hill Boulevard is Okeeheelee Park North, which has two paved entrances enabling park visitors' entry into the Park. On the south side is Okeeheelee Park South with one main entrance serving the Park and the County Water Utilities Department headquarters. Additionally, there is a separate entrance serving the Sheriff's K-9 Unit and FDOT property. FDOT has requested a TCE for roadway improvements at all four entrances, which intersect Forest Hill Boulevard, as well as a small portion of Okeeheelee Park South at Pinehurst Drive. The County Water Utility Department is also aware of this TCE in favor of FDOT and has requested PREM Staff retain all necessary water and sewer utility rights for existing facilities within the Temporary Construction Easement area.

Attachments:

- 1. Location Map
- 2. Temporary Construction Easement (w/ Exhibit "A")

Recommended By: **Depártment Director Approved By: County Administrator**

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A.

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	Constant Participant - Mark				
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current B	udget: Yes		No		
Does this item include the use o	of federal fun	ds? Yes_	No		
Budget Account No: Fund	De De	pt	Unit	Object	

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

C.

, FANCO, OFMB No fiscal impact 10, WW.8 11/18/70 Qu.D. Fixed Assets No. - G07120 Departmental Fiscal Review

III. <u>REVIEW COMMENTS</u>

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

Life Contract Development and Control 17-1-20 Tw CW B 121312020 OFME

Legal Sufficiency: B.

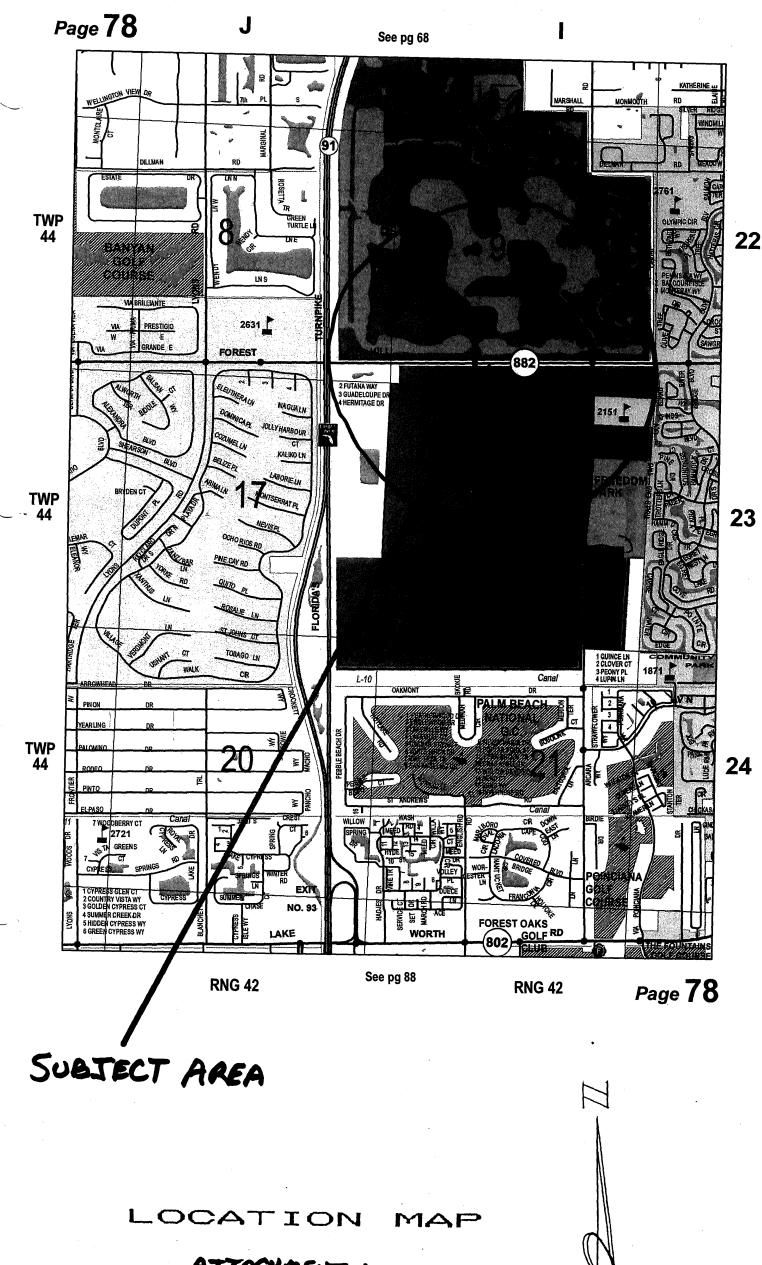
ssistant County Attorney

C. **Other Department Review:**

Department Director

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

G:\PREM\AGENDA\2020\12-15-20\Okeeheelee Park North - Easement No Resolution pab.docx



ATTACHMENT 1

ATTACHMENT 2

TEMPORARY CONSTRUCTION EASEMENT with Exhibit "A"

34 pages

Prepared by & Return to: Peter Banting Palm Beach County Property & Real Estate Management Division 2633 Vista Parkway West Palm Beach, FL 33411-5605

PCN(s): 00-42-43-27-05-012-0350 00-42-43-27-05-015-0490 00-42-43-27-05-015-0552

Parcel No.301/701Item/Segment No.4416331Section:93016-2449Managing District:04S.R. No. 882 (Forest Hill Boulevard)County: Palm Beach

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made _______ 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 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose mailing address is 3400 W. Commercial Boulevard, Fort Lauderdale, Florida 33309 ("Grantee").

RECITALS

Whereas, County is the owner of the land described in Exhibit "A" attached hereto (the "Easement Premises"); and

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee to have access to the Okeeheelee Park roadway entrance areas located on County's property for the purpose of constructing roadway features including sidewalks, curb ramps, detectable warning replacements, roadway lighting, pedestrian signalization poles with conduit installation, and any appurtenant equipment, including the right to access, ingress and egress, and such other rights that are necessary and incidental to said construction.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement (the "Easement") upon the Easement Premises. The rights granted pursuant to this Easement shall be limited to the right to utilize the Easement Premises solely to construct roadway features including sidewalks, curb ramps, detectable warning replacements, roadway lighting, pedestrian signalization poles with conduit installation, and any appurtenant equipment, including the right to access, ingress and egress, and such other rights that are necessary and incidental to said construction (the "Project"). The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or 5 years

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after the Effective Date. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

1. <u>Conditions to Right of Usage</u>. Approval shall be obtained from the Palm Beach County Parks and Recreation Department of all plans relating to construction of any improvements within the Easement Premises prior to commencement of construction thereof. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. After the construction contract is let, Grantee shall require its contractor to install and maintain a construction fence to secure the Easement Premises area at all times. Construction fencing is only required in the areas of the Easement Premises where it is necessary to protect the public from the construction activities. The actual park roadways located within the Easement Premises shall remain open at all times. Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. <u>Location of Existing Utilities</u>. Prior to exercising the rights conferred hereunder, and after the construction contract is let, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

3. <u>Use Limitation</u>. Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby.

4. <u>Maintenance, Repair, and Restoration</u>. After the grantee's contractor receives the Notice To Proceed, Grantee shall require its contractor to be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter therein during the term of this Easement. Grantee shall require its contractor to be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.

5. <u>Other Obligations</u>. Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's adjoining property.

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6. <u>Personal Property</u>. County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

7. <u>Prohibition Against Liens</u>. Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County's adjoining property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall require its contractor to furnish a payment and performance bond under Florida Statutes 337.11.

8. <u>Insurance</u>. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Grantee represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

Should Grantee contract with a third-party (Contractor) to perform any service related to the Easement, Grantee shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Grantee and County as Additional Insureds. Grantee shall also require that the Contractor include a Waiver of Subrogation against County.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

Compliance with the foregoing insurance requirements shall not relieve Grantee of its liability and obligations under this Easement. Grantee shall ensure that any contractor or subcontractor entering the Easement Premises on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 8. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Grantee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

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9. <u>Indemnification</u>. Subject to the limitations of 768.28 Florida Statutes (Statute), Grantee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the Grantee's negligence in connection with this Easement *The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify County for the negligent acts or omissions of County, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Grantee to be sued by third parties in any manner arising out of this agreement.*

10. <u>No Dedication</u>. The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

11. <u>Time of Essence</u>. The parties expressly agree that time is of the essence in this Easement.

12. <u>Matters of Record</u>. Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

13. <u>Non-Discrimination</u>. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Easement. Failure to meet this requirement shall be considered default of this Easement.

14. <u>Palm Beach County Office of the Inspector General</u> Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County

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Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. <u>Construction</u>. The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

16. <u>Entire Understanding</u>. This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

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

County:

Property & Real Estate Management Division Attention: Director 2633 Vista Parkway West Palm Beach, Florida 33411-5605 Telephone: 561-233-0217 Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office Attention: Real Estate 301 North Olive Avenue, Suite 601 West Palm Beach, FL 33401 Telephone: 561-355-2225 Fax: 561-355-4398

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Grantee:

Florida Department of Transportation Steve C. Braun, P.E. Director of Transportation Development 3400 W. Commercial Boulevard Fort Lauderdale, Florida 33309 Telephone: 954-777-4143 Email: <u>steve.braun@dot.state.fl.us</u>

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

18. <u>Default</u>. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

19 <u>Governing Law & Venue</u>. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

20. <u>Prohibition Against Assignment</u>. This Easement may not be assigned by Grantee.

21. <u>No Third Party Beneficiary.</u> No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of County or employees of County or Grantee.

22. <u>Effective Date of Easement</u>. This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach Board of County Commissioners.

23. <u>Reservation of Rights</u>. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

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24. <u>Waste or Nuisance</u>. Grantee shall not commit or suffer to be committed any waste upon the Easement Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Easement Premises or which may affect County's fee interest in the Easement Premises. Grantee shall keep the access to the Easement Premises, the parking areas, driveways and other contiguous areas to the Easement Premises free and clear of obstruction.

25. Governmental Regulations. Grantee shall, at Grantee's sole cost and expense, secure any required permits and comply with all regulations of all county, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Grantee or its use of the Easement Premises, and shall faithfully observe in the use of the Easement Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Easement Premises. Grantee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Grantee's activity, on the Easement Premises or in any manner not permitted by law. Grantee, to the extent permitted by law, shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Grantee's failure to perform its obligations specified in this Section. Grantee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this Easement. The foregoing indemnification shall not require 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 Grantee to indemnify County for County's negligent, willful or intentional acts or omissions.

26. <u>Surrender of Premises.</u> Upon termination of the use of the Easement Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Premises and shall surrender the Easement Premises to the County in at least the same condition the Easement Premises were in at the start of each period of use.

27. <u>Subcontracting.</u> The Grantee may not subcontract or assign any rights, responsibilities or obligations of this Easement

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

Signed, sealed, and delivered in the presence of:

Unn Fathie

Witness Signature

Ann Lattue Witness Name Printed

GRANTEE:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: Signaturé

Gerry O'Reilly, P.E., District Secretary, District IV

E. Chanef

Witness Signature

NSON

Witness Name Printed

Alia E. Chanel Print Name

ATTEST:

Executive Secretary Title

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FDOT Legal:

By: <u>*Clizabeth S. Quintana* 11/4/20</u>

Comm# GG158890

Expires 11/8/2021

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknow	wledged before me by means of 🔀 physical presence
or \Box online notarization, this 10^{47}	day of <u>November</u> , 20, 20, by <u>Gerry 0' Reilly</u> P.E.
, the District Secretary, of the Florid	a pepartment of transportation (
$\underline{}$) who is personally known to me <u>OR</u>	_ () who has produced
as identification and who () did (_)
did not take an oath.	Christian Brown
(Notary Seal)	Notary Public, State of Florida
	Christing Brown Type, print or stamp name
STATE OF FLORIDA	Commission Number 66158890

Commission Number: 6-6-158890 My Commission Expires: 2021

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ATTEST:

SHARON R. BOCK CLERK & COMPTROLLER

COUNTY:

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

By:

Deputy Clerk

By: _____

,Mayor

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Assistant County Attorney

APPROVED AS TO TERMS	
AND CONDITIONS	1.115
Bani . ayal fi	2/18
By: E Some Delan	_Juc
Department Director	1

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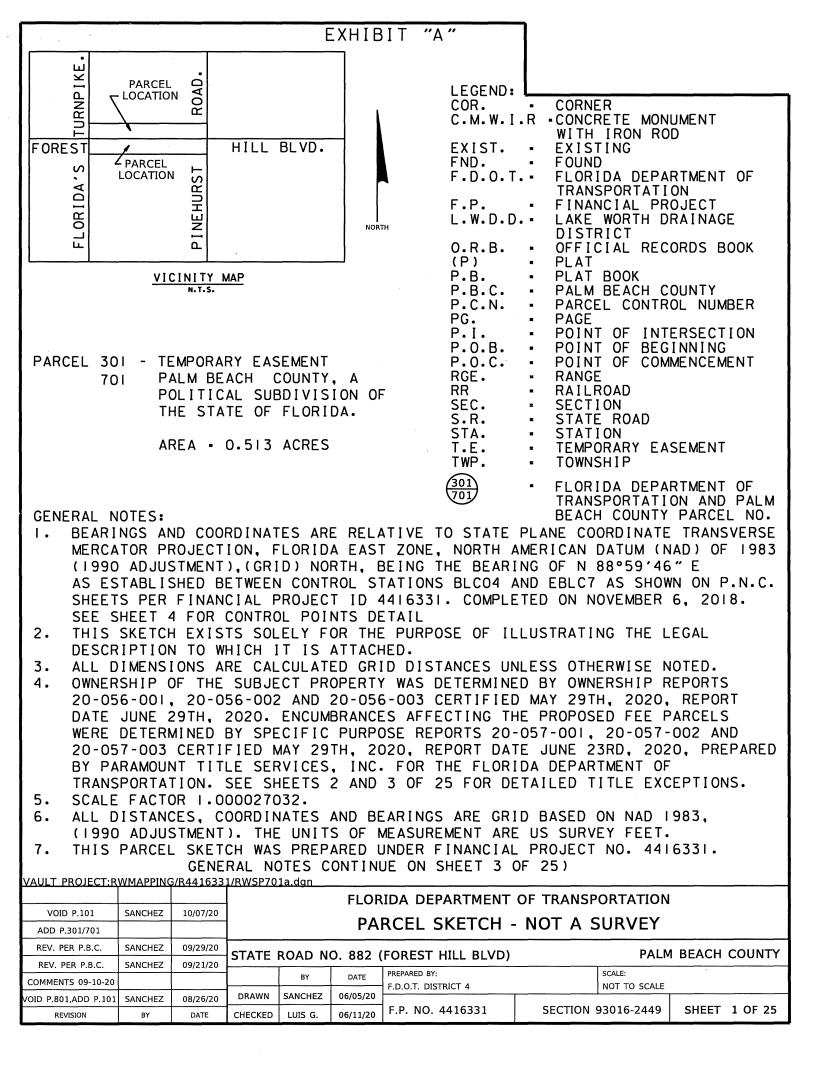


EXHIBIT "A"

EXCEPTIONS TO TITLE ENCUMBRANCES REPORT NO. 20057001 - PARCEL 301, PARTS 1, 2 AND 4 0.R.B. PG. 1994 1615 L.W.D.D. RIGHTS IN RESERVATION - NOT APPLICABLE 0822 FP&L EASEMENT - NOT APPLICABLE 2483 2626 1407 L.W.D.D. DRAINAGE EASEMENT - NOT APPLICABLE 1168 FP&L EASEMENT - BLANKET IN NATURE, AFFECTS PARCEL 301, PART 2 ONLY 2654 1998 FP&L EASEMENT - NOT APPLICABLE 4058 7555 0260 L.W.D.D. DRAINAGE EASEMENT - NOT APPLICABLE 1973 FP&L UTILITY EASEMENT AGREEMENT - NOT APPLICABLE 1353 FP&L UTILITY EASEMENT AGREEMENT - NOT APPLICABLE 0780 FP&L UTILITY EASEMENT AGREEMENT - NOT APPLICABLE 7585 7941 9967 9994 1774 BELL SOUTH TELECOMMUNICATIONS, INC. - PLOTTED (SHEET 5 OF 25), DOES NOT AFFECT PARCEL 301 13426 1490 L.W.D.D. DRAINAGE EASEMENT - NOT APPLICABLE 1494 L.W.D.D. DRAINAGE EASEMENT - NOT APPLICABLE 13426 1267 FP&L EASEMENT - NOT APPLICABLE 1312 FP&L EASEMENT - NOT APPLICABLE 0172 FP&L EASEMENT - NOT APPLICABLE 15610 17490 22116 22720 0824 BELL SOUTH TELECOMMUNICATIONS, INC D/B/A AT&T FLORIDA - PLOTTED (SHEET 5 OF 25), AFFECTS PARCEL 301, PART I 22883 0230 P.B.C. DECLARATION OF EASEMENT - NOT APPLICABLE 23410 0608 SOUTH FLORIDA WATER MANAGEMENT DISTRICT (S.F.W.M.D.) CONSERVATION EASEMENT - NOT APPLICABLE 24163 1218 S.F.W.M.D. CONSERVATION EASEMENT - NOT APPLICABLE 25537 1938 P.B.C. DECLARATION OF EASEMENT - NOT APPLICABLE 1153 S.F.W.M.D. CONSERVATION EASEMENT - NOT APPLICABLE 27878 1879 FP&L UTILITY EASEMENT AGREEMENT - PLOTTED (SHEET 5 OF 25), DOES 29327 NOT AFFECT PARCEL 301 ENCUMBRANCES REPORT NO. 20057002 - PARCEL 301, PARTS 3 AND 5 0.R.B. PG. 1267 0226 ACCESS EASEMENT BETWEEN PRIVATE PARTIES IN TRACT 60, BLOCK 12, P.B. 2, PG. 46 - NOT APPLICABLE 0229 ACCESS EASEMENT BETWEEN PRIVATE PARTIES IN TRACT 59, BLOCK 12, 1267 P.B. 2, PG. 46 - NOT APPLICABLE 1267 0232 ACCESS EASEMENT BETWEEN PRIVATE PARTIES IN TRACT 59, BLOCK 12, P.B. 2, PG. 46 - NOT APPLICABLE 0663 FP&L EASEMENT - NOT APPLICABLE 1946 1573 L.W.D.D. RIGHTS IN RESERVATION - NOT APPLICABLE 1994 1615 L.W.D.D. RIGHTS IN RESERVATION - NOT APPLICABLE 1994 0447 FP&L EASEMENT - NOT APPLICABLE 4568 4759 1363 P.B.C. AGREEMENT FOR EQUESTRIAN USE OF EASEMENT PORTIONS - NOT APPL I CABLE 7111 1003 SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY - NOT APPLICABLE (CONTINUE ON NEXT SHEET) VAULT PROJECT:RWMAPPING/R4416331/RWSP701a-1.dgn FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY SANCHEZ 10/07/20 VOID P.101 ADD P.301/701 PALM BEACH COUNTY STATE ROAD NO. 882 (FOREST HILL BLVD) REV. PER P.B.C. SANCHEZ 09-21-20 PREPARED BY: SCALE: ΒY DATE COMMENTS 09-10-20 F.D.O.T. DISTRICT 4 NOT TO SCALE DRAWN SANCHEZ 06/05/20 OID P.801,ADD P.101 SANCHEZ 08/26/20

F.P. NO. 4416331

06/11/20

REVISION

BY

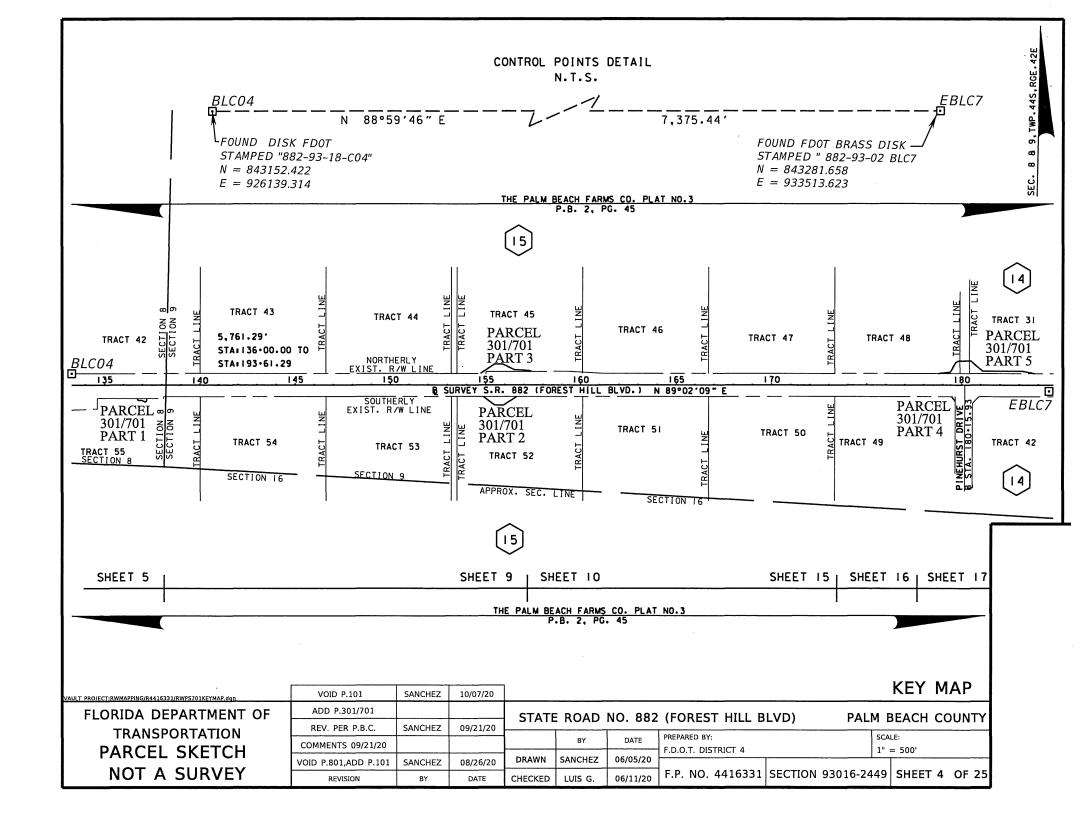
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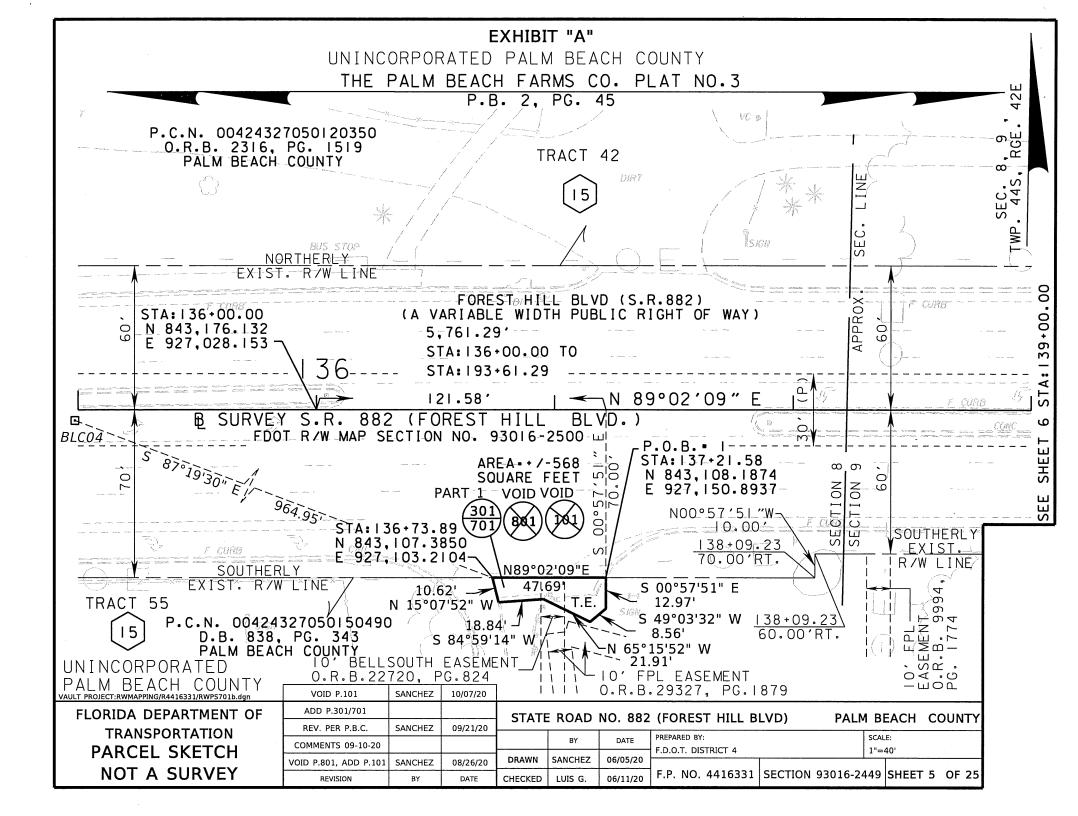
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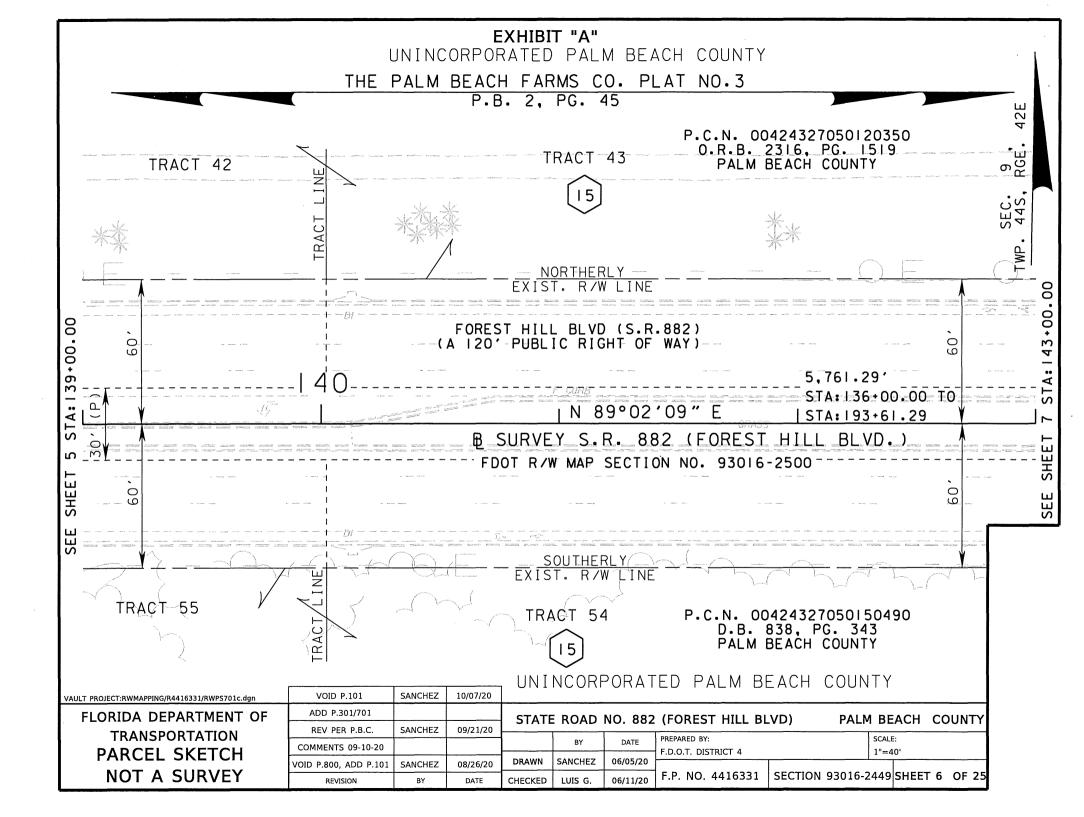
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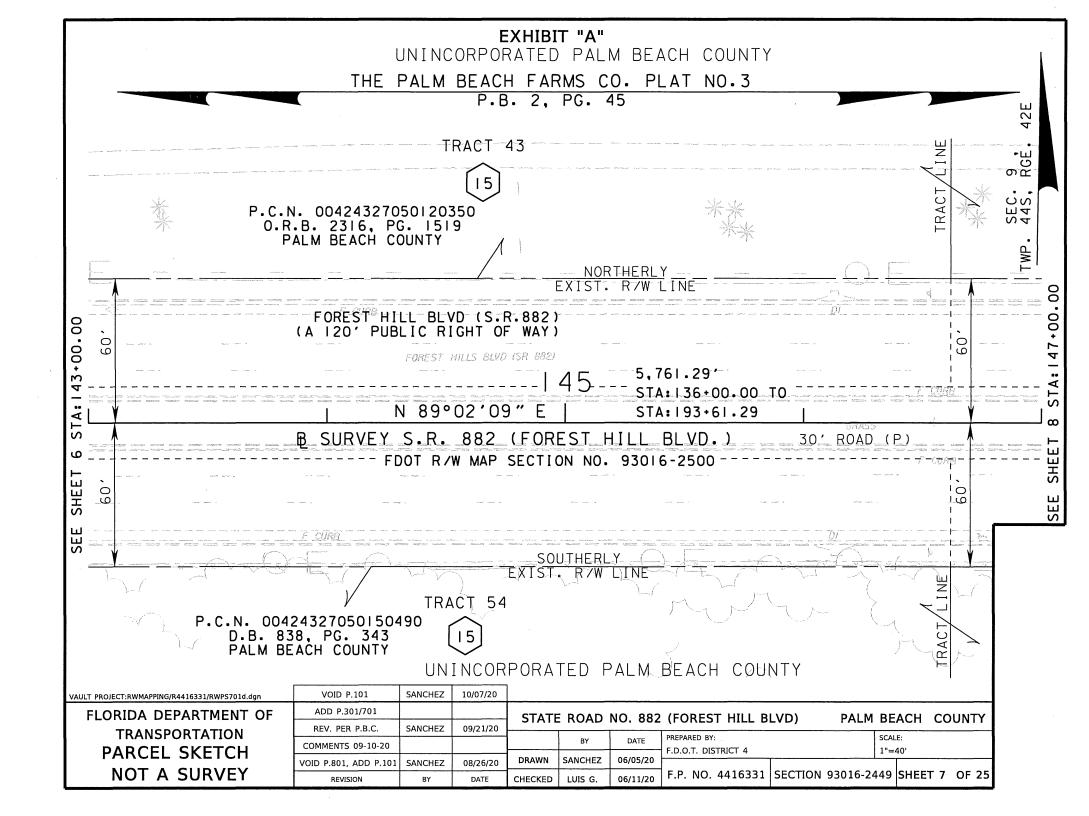
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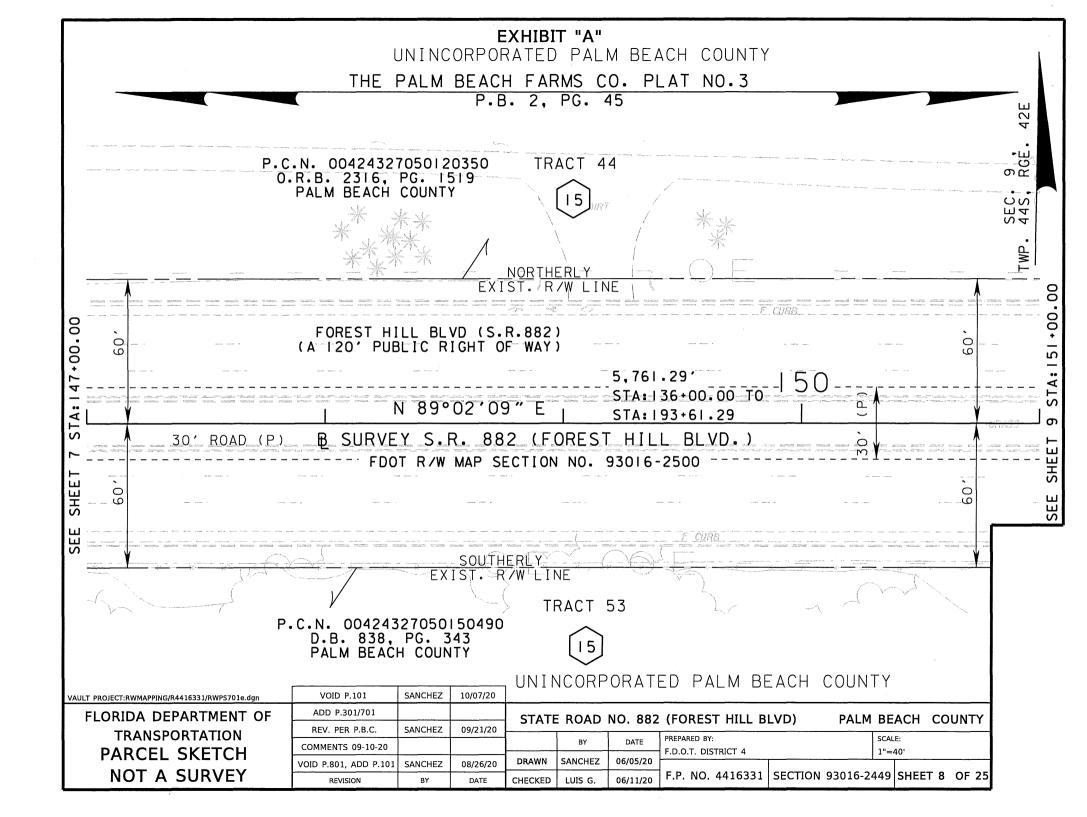
EXCEPTIONS TO TITLE (CONTINUED) ENCUMBRANCES REPORT NO. 20057002 - PARCEL 301, PARTS 3 AND 5 0.R.B. PG. 7452 1719 P.B.C DRAINGAE AND FLOWAGE EASEMENT - NOT APPLICABLE 9644 0944 S.F.W.M.D. CONSERVATION EASEMENT - NOT APPLICABLE 10566 0904 P.B.C. ACCESS AND MAINTENANCE AGREEMENT - NOT APPLICABLE 22621 1229 P.B.C. DECLARATION OF EASEMENT - PLOTTED (SHEET 10 OF 25), AFFECT PARCEL 301, PART 3 30994 0464 FP&L UTILITY EASEMENT AGREEMENT - NOT APPLICABLE 30994 0472 FP&L DECLARATION OF EASEMENT - NOT APPLICABLE ENCUMBRANCES REPORT NO. 20057003 - NO PORTIONS OF PARCEL 301 ARE AFFECTED BY THE INSTRUMENTS SHOWN IN THIS REPORT 0.R.B. PG. 1994 1615 REFER TO REPORT NUMBER 20057001 ABOVE 9078 0510 L.W.D.D. EASEMENT - NOT APPLICABLE 11291 0260 BELLSOUTH TELECOMMUNICATIONS EASEMENT - NOT APPLICABLE 22720 0824 REFER TO REPORT NUMBER 20057001 ABOVE
 O.R.B. PG. 7452 1719 P.B.C DRAINGAE AND FLOWAGE EASEMENT - NOT APPLICABLE 9644 0944 S.F.W.M.D. CONSERVATION EASEMENT - NOT APPLICABLE 10566 0904 P.B.C. ACCESS AND MAINTENANCE AGREEMENT - NOT APPLICABLE 22621 1229 P.B.C. DECLARATION OF EASEMENT - PLOTTED (SHEET 10 OF 25), AFFECT PARCEL 301, PART 3 30994 0464 FP&L UTILITY EASEMENT AGREEMENT - NOT APPLICABLE 30994 0464 FP&L DECLARATION OF EASEMENT - NOT APPLICABLE 30994 0472 FP&L DECLARATION OF EASEMENT - NOT APPLICABLE ENCUMBRANCES REPORT NO. 20057003 - NO PORTIONS OF PARCEL 301 ARE AFFECTED BY THE INSTRUMENTS SHOWN IN THIS REPORT O.R.B. PG. 1994 1615 REFER TO REPORT NUMBER 20057001 ABOVE 9078 0510 L.W.D.D. EASEMENT - NOT APPLICABLE 11291 0260 BELLSOUTH TELECOMMUNICATIONS EASEMENT - NOT APPLICABLE
BY THE INSTRUMENTS SHOWN IN THIS REPORT O.R.B. PG. 1994 IGIS REFER TO REPORT NUMBER 20057001 ABOVE 9078 O510 L.W.D.D. EASEMENT - NOT APPLICABLE 11291 O260 BELLSOUTH TELECOMMUNICATIONS EASEMENT - NOT APPLICABLE
25652 0896 L.W.D.D. EASEMENT - NOT APPLICABLE
GENERAL NOTES (CONTINUED) 8. THE LATEST F.D.O.T. RIGHT OF WAY MAP OF RECORD FOR S.R. 882 (FOREST HILL BLVD.) IS SECTION 93016-2500, DATED 05/09/08. SAID RIGHT OF WAY MAP BEGINGS AT STATION 30+00.00 WHERE THE BASELINES OF SURVEY OF S.R. 7 (US 441) AND SAID S.R. 882 (FOREST HILL BLVD.) INTERSECT. A PROJECT CONTROL POINTS MAP (PCP MAP) WAS CREATED IN SUPPORT OF AN ON-GOING DESIGN PROJECT UNDER FINANCIAL PROJECT I 441633-1, COMPLETED ON 11/06/2018. SAID PCP MAP USED ABOVE MENTIONED RIGHT OF WAY MAP, SECTION 93016-2500 AS BASE FILE, BUT THE INTERSECTION OF THE TWO BASELINES OF SURVEY NAMED ABOVE (S.R. 7 AND S.R. 882) WAS LABELED 29+99.41 INSTEAD OF 30+00.00 PER SAID RECORD MAP, RESULTING IN A STATION EQUATION AS SHOWN ON DETAIL "A" ABOVE. REGARDLESS OF THIS RESULTING STATIONING DIFFERENCE THE POSITION ON THE GROUND OF THE BASELINE OF SURVEY FOR S.R. 882 IS ONE AND THE SAME. (SEE DETAIL "A" BELOW)
B OF SURVEY S.R. 882 POT STA. 30+00.00 B OF SURVEY S.R. 7 STA. 1182+94.72 B OF SURVEY S.R. 7 STA. 1182+94.72 B OF SURVEY S.R. 882 B OF SURVEY S.R. 7 STA. 1182+94.72 B OF SURVEY S.R. 882 B OF SURVEY FOREST HILL BLVD N 89°02'09" E
DETAIL "A" NOT TO SCALE (SEE NOTE #8 ABOVE) DETAIL "A" NOT TO SCALE (SEE NOTE #8 ABOVE) DETAIL "A" NOT TO SCALE (SEE NOTE #8 ABOVE) DETAIL "A" B OF SURVEY FOREST HILL BLVD POT STA. 30+00.00 POT STA. 30+00.00 POT STA. 1182+84.43 STATIONING DIFFERENCE: 30+00.00 - 29+99.41 = 0.59'
VAULT PROJECT:RWMAPPING/R4416331/RWSP701a-2.dgn FLORIDA DEPARTMENT OF TRANSPORTATION
VOID P.101 SANCHEZ 10/07/20 ADD P.301/201 PARCEL SKETCH - NOT A SURVEY
ADD F.301//01
REV. PER P.B.C. SANCHEZ 09/29/20 STATE ROAD NO. 882 (FOREST HILL BLVD) PALM BEACH COUNT
COMMENTS 09-10-20 BY DATE PREPARED BY: SCALE: F.D.O.T. DISTRICT 4 NOT TO SCALE
VOID P.801,ADD P.101 SANCHEZ 08/26/20 DRAWN SANCHEZ 06/05/20
REVISION BY DATE CHECKED LUIS G. 06/11/20 F.P. NO. 4416331 SECTION 93016-2449 SHEET 3 OF 25

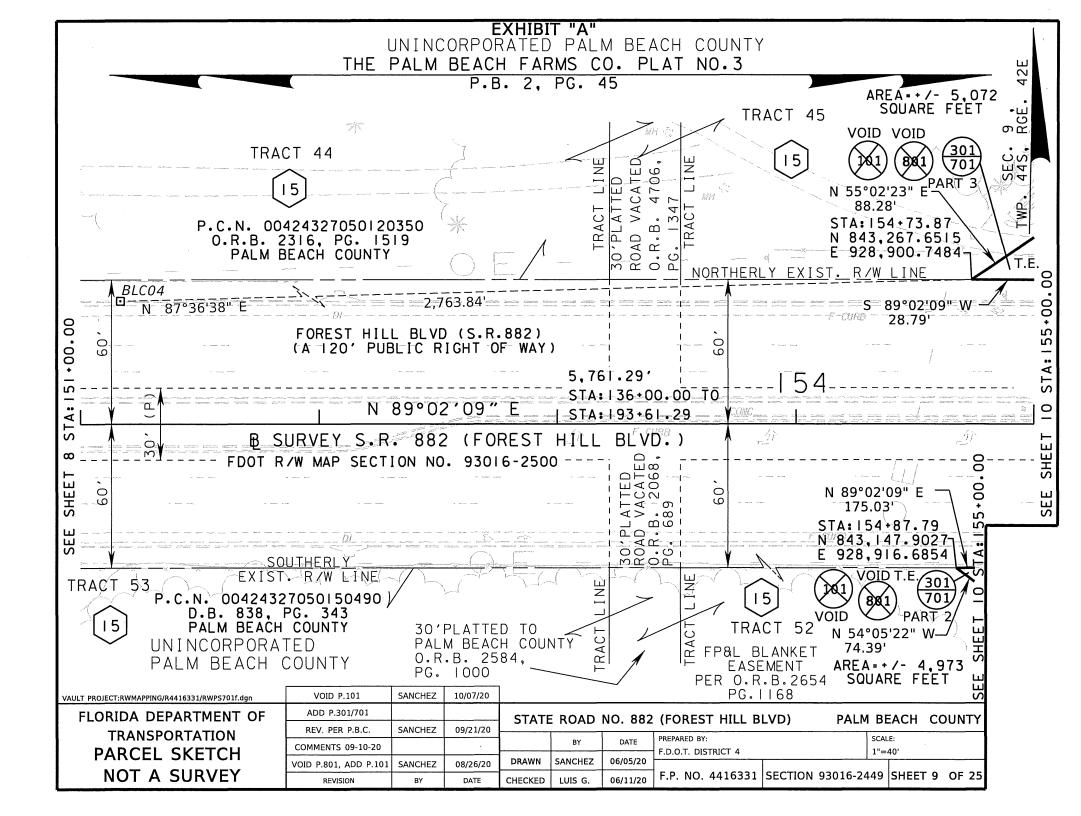


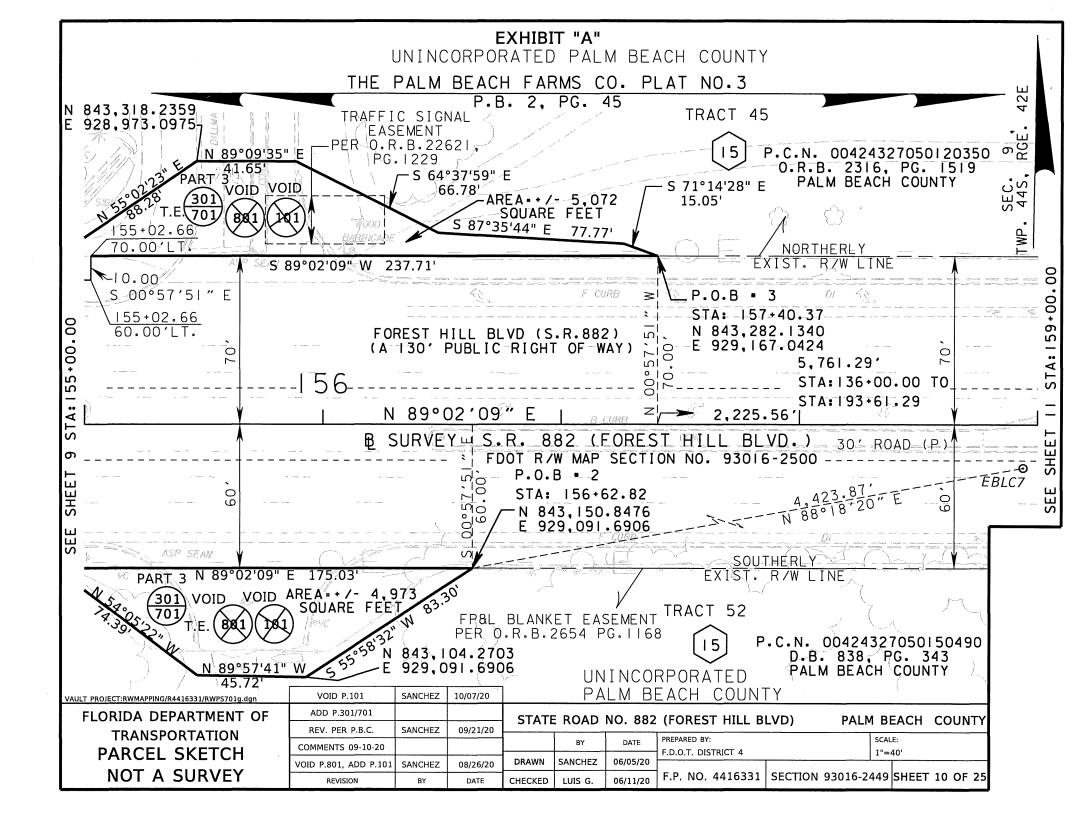


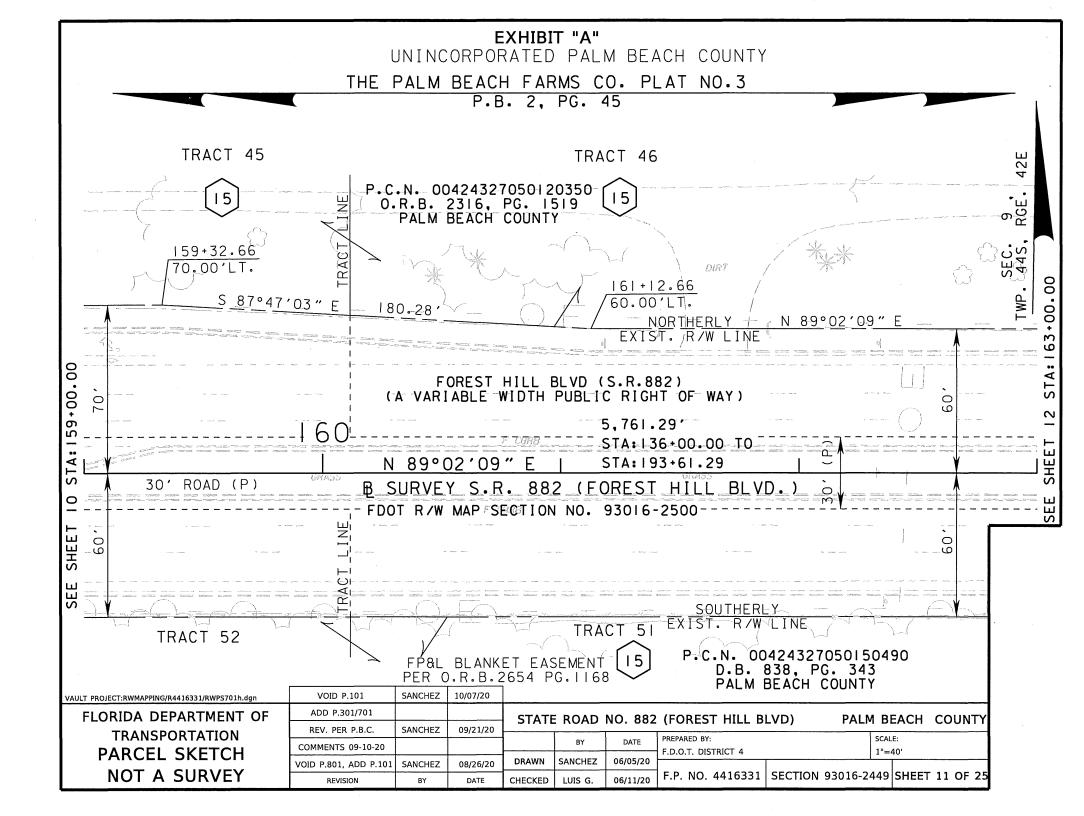


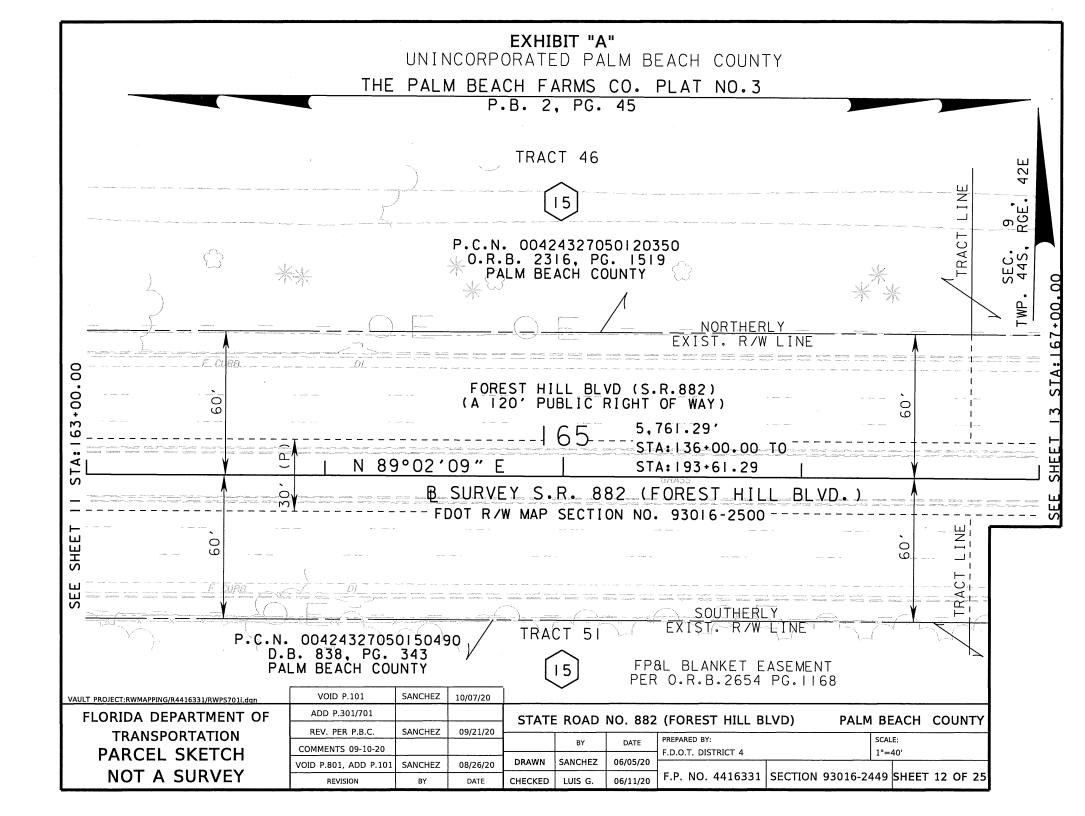


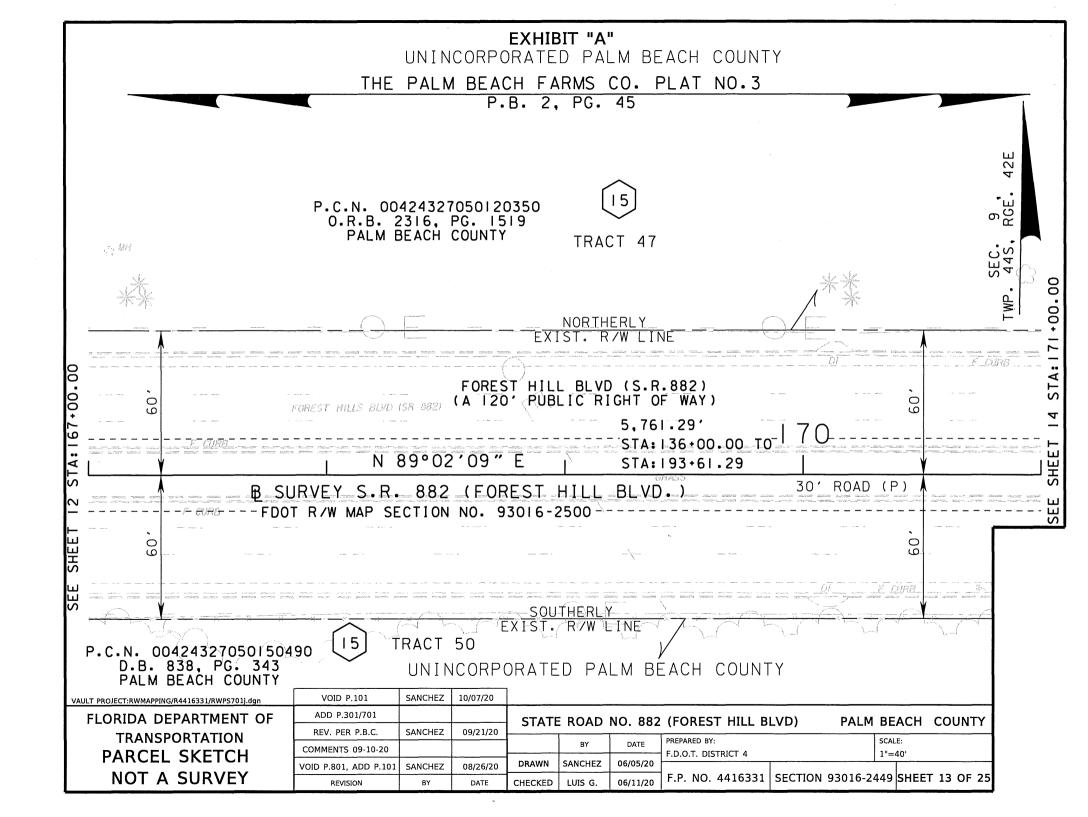


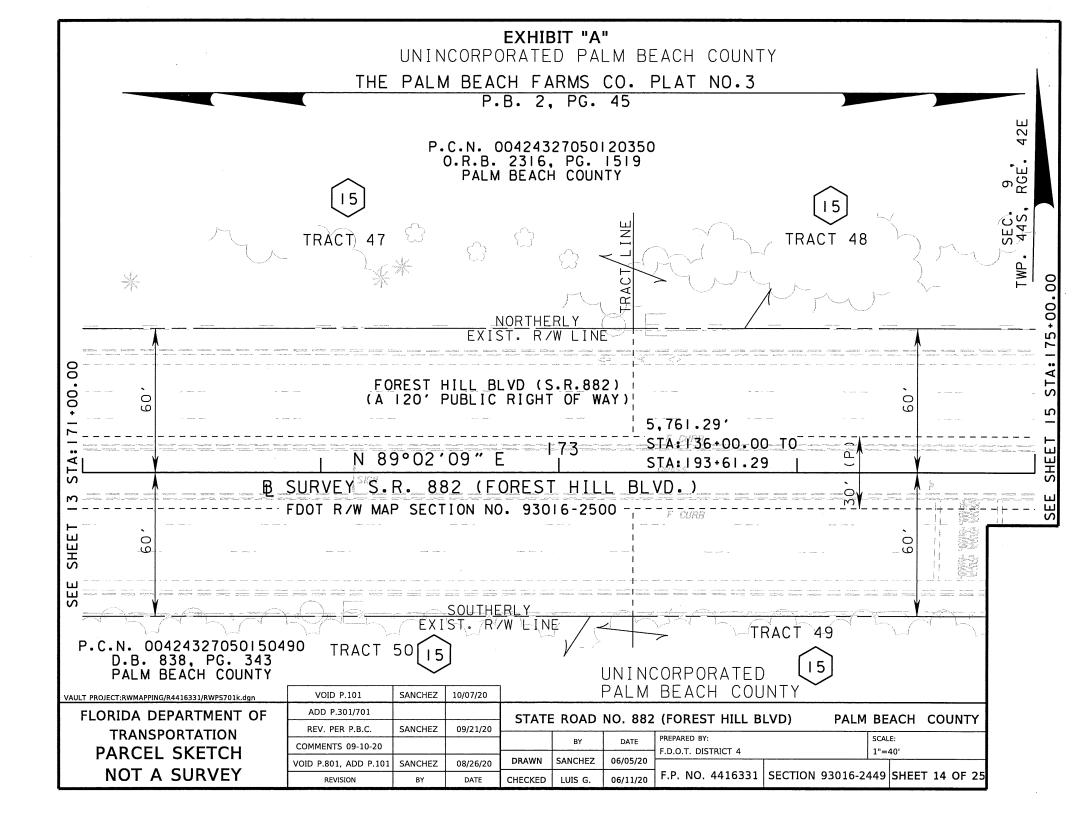


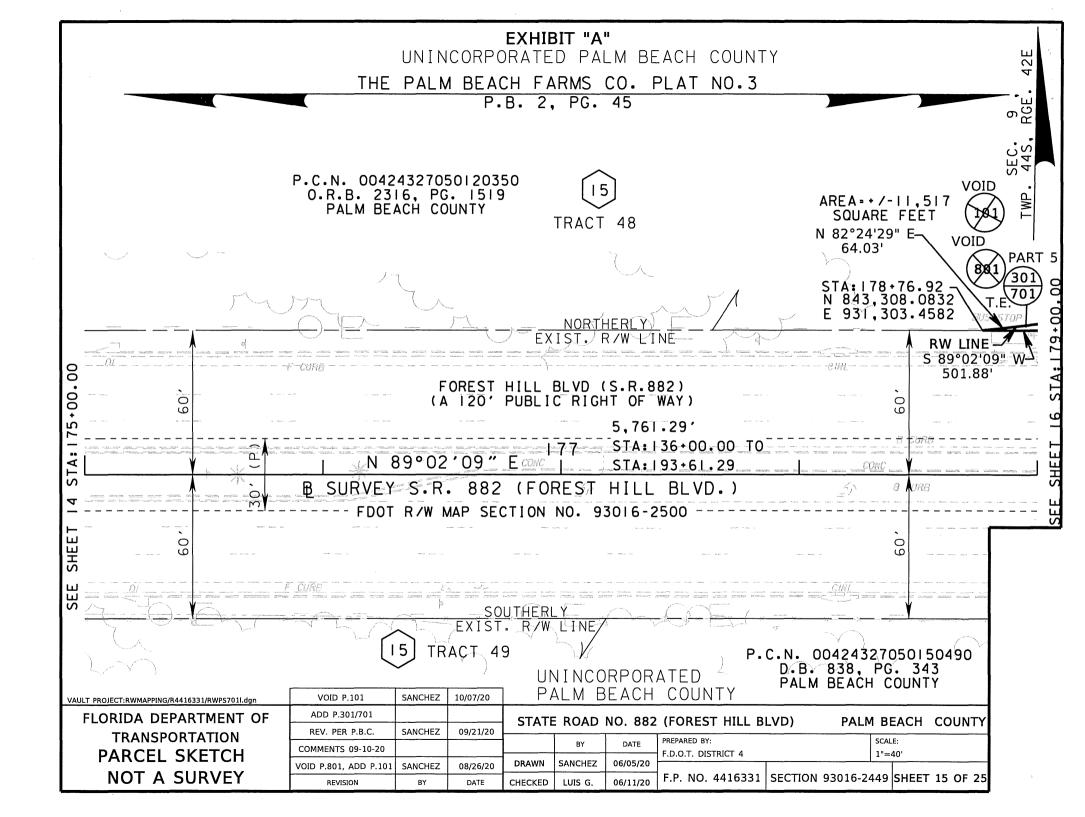


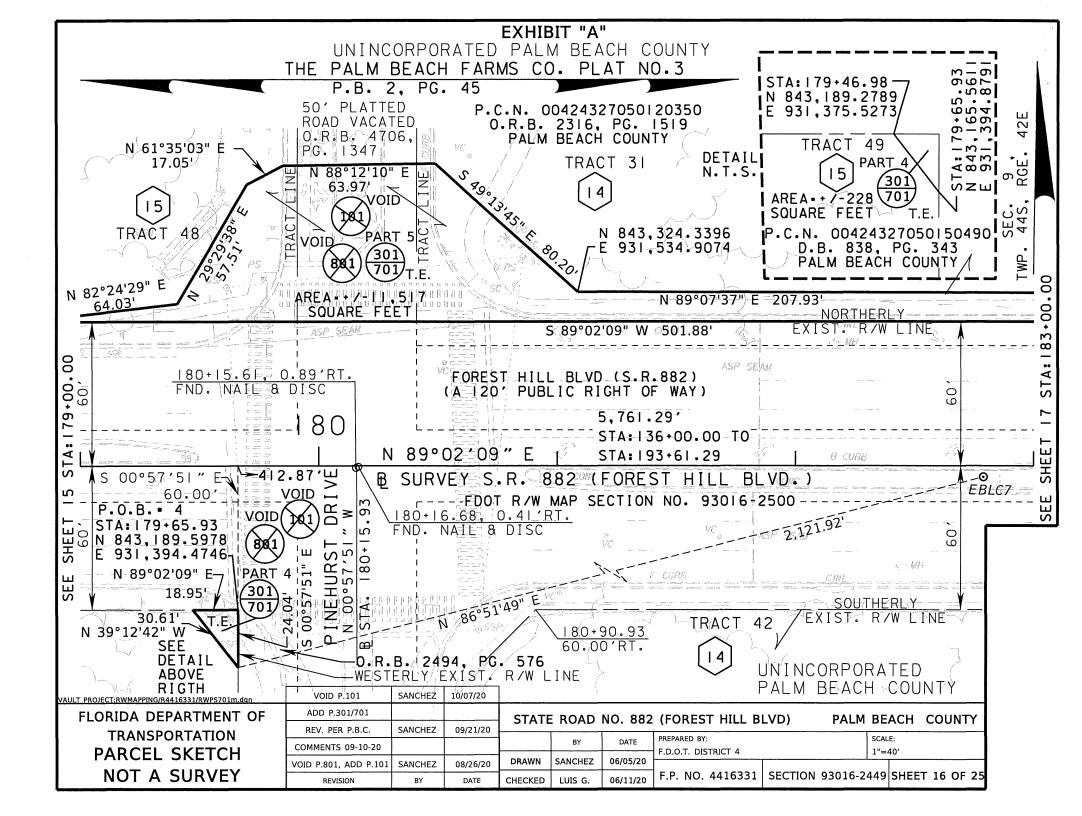


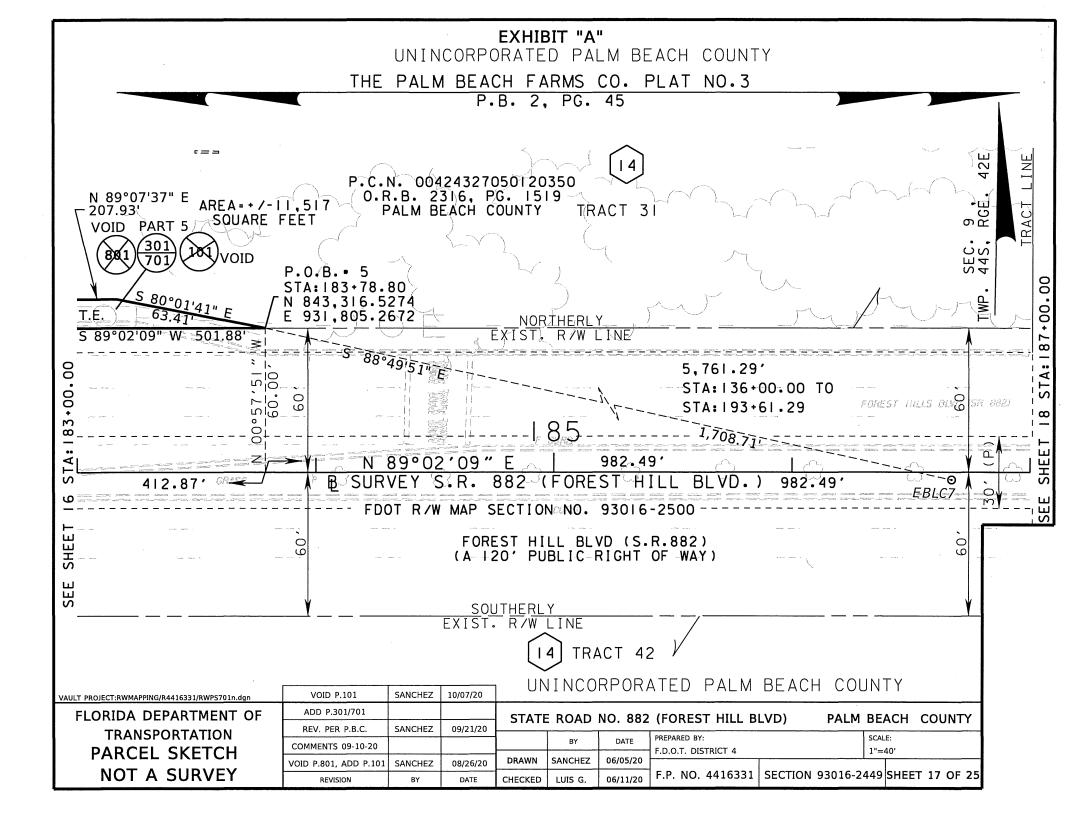


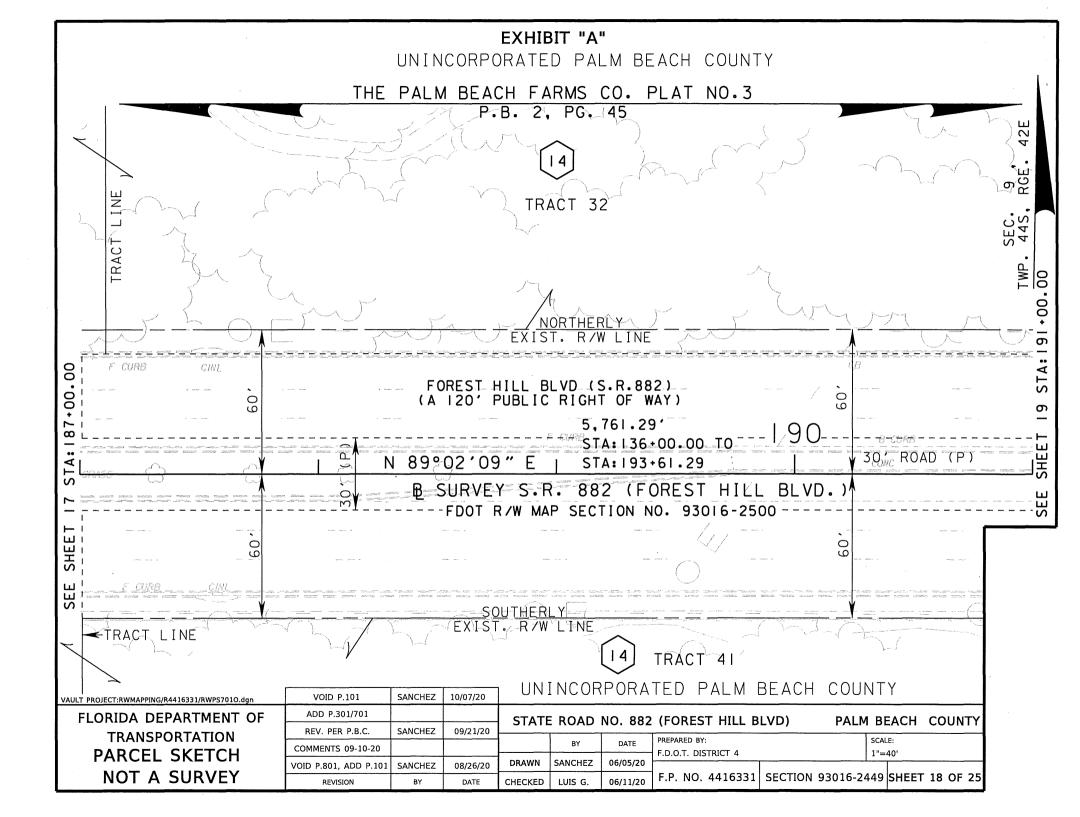












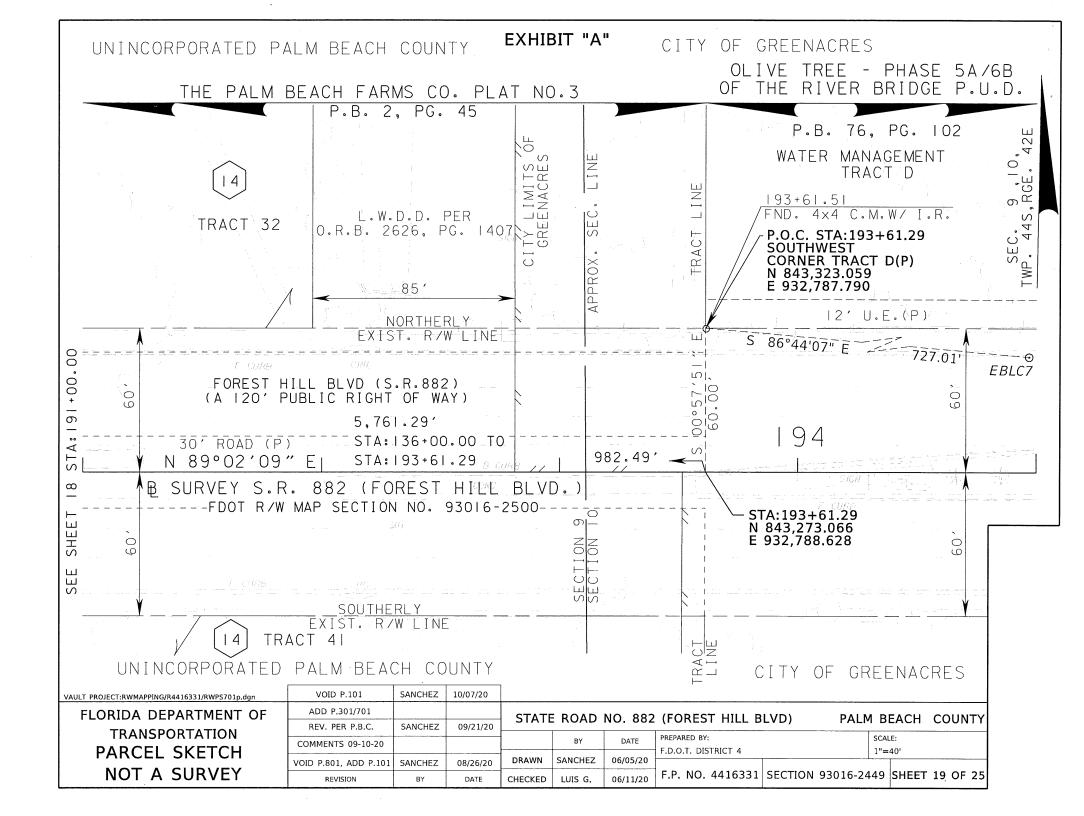


EXHIBIT "A"

Parcel 301 (P.B.C.) / 701 (F.D.O.T.) - Part 1

A portion of Tract 55, Block 15, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida, lying in Section 8, Township 44 South, Range 42 East, being more particularly described as follows (Note: All distances shown below are Grid distances, based in North American Datum (NAD) of 1983, Adjustment of 1990):

Commence at the Southwest corner of Water Management Tract D, OLIVE TREE-PHASE 5A/6B OF THE RIVER BRIDGE P.U.D., according to the plat thereof, as recorded in Plat Book 76, Page 102, of the Public Records of Palm Beach County, Florida; thence South 00°57'51" East, a distance of 60.00 feet to a point on the Baseline of Survey of State Road 882 (Forest Hill Boulevard) as shown on the Florida Department of Transportation Right of Way Map, Section 93016-2500; thence South 89°02'09" West along said Baseline of Survey of State Road 882 (Forest Hill Boulevard), a distance of 5,639. 71 feet; thence South 00°57'51" East along a line at a right angle to the last described course, a distance of 70.00 feet to a point on the Southerly Existing Right of Way line of said State Road 882 (Forest Hill Boulevard), as shown in said Florida Department of Transportation Right of Way Map, and the POINT OF BEGINNING #1; thence South 00°57'51" East, a distance of 12.97 feet; thence South 49°03'32" West, a distance of 8.56 feet; thence North 65°15'52" West, a distance of 21.91 feet; thence South 84°59'14" West, a distance of 18.84 feet; thence North 15°07'52" West, a distance of 10.62 feet to a point on said Southerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard); thence North 89°02'09" East along said Southerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard), a distance of 47.69 feet to POINT OF BEGINNING #1.

Containing 568 square feet, more or less

				FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY							
VOID P.101	SANCHEZ	10/07/20]		PA	RCEL SKEICH -	NOTAS	ORVET			
ADD P.301/701			STATE		0 002 /	(FOREST HILL BLVD)		ΡΔΙΜ	BEACH COUNTY		
REV. PER P.B.C.	SANCHEZ	09/21/20	JIAIL		0. 002						
COMMENTS 09-10-20			1	BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 4		SCALE:			
/OID P.801,ADD P.101	SANCHEZ	08/26/20	DRAWN	SANCHEZ	06/05/20		1				
REVISION	BY	DATE	CHECKED	LUIS G.	06/11/20	F.P. NO. 4416331	SECTION	SECTION 96016-2449 SHEET 20 O			

Parcel 301 (P.B.C.) / 701 (F.D.O.T.) - Part 2

A portion of Tract 52, Block 15, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida, lying in Section 9, Township 44 South, Range 42 East, being more particularly described as follows (Note: All distances shown below are Grid distances, based in North American Datum (NAD) of 1983, Adjustment of 1990):

Commence at the Southwest corner of Water Management Tract D, OLIVE TREE-PHASE 5A/6B OF THE RIVER BRIDGE P.U.D., according to the plat thereof, as recorded in Plat Book 76, Page 102, of the Public Records of Palm Beach County, Florida; thence South 00°57'51" East, a distance of 60.00 feet to a point on the Baseline of Survey of State Road 882 (Forest Hill Boulevard) as shown on the Florida Department of Transportation Right of Way Map, Section 93016-2500; thence South 89°02'09" West along said Baseline of Survey of State Road 882 (Forest Hill Boulevard), a distance of 3,698.47 feet; thence South 00°57'51" East along a line at a right angle to the last described course, a distance of 60.00 feet to a point on the Southerly Existing Right of Way line of said State Road 882 (Forest Hill Boulevard), as shown in said Florida Department of Transportation Right of Way Map, and the POINT OF BEGINNING #2; thence South 55°58'32" West, a distance of 83.30 feet; thence North 89°57'41" West, a distance of 45.72 feet; thence North 54°05'22" West, a distance of 74.39 feet to a point on said Southerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard); thence along said Southerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) North 89°02'09" East, a distance of 175.03 feet to the POINT OF BEGINNING #2.

Containing 4,973 square feet, more or less.

				FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY							
VOID P.101	SANCHEZ	10/07/20]		PA	RCEL SKEICH -	NOTAS	URVEY			
ADD P.301/701			STATE		0 882 /	(FOREST HILL BLVD)		ΡΔΙΜ	BEACH COUNTY		
REV. PER P.B.C.	SANCHEZ	09/21/20			0. 002 (BEACH COUNTY		
COMMENTS 09-10-20				BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 4		SCALE: NOT TO SCALE			
VOID P.801,ADD P.101	SANCHEZ	08/26/20	DRAWN	SANCHEZ	06/05/20						
REVISION	BY	DATE	CHECKED	LUIS G.	06/11/20	F.P. NO. 4416331	N 96016-2449 SHEET 21 OF				

Parcel 301 (P.B.C.) / 701 (F.D.O.T.) - Part 3

A portion of Tract 45, Block 15, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida, lying in Section 9, Township 44 South, Range 42 East, being more particularly described as follows (Note: All distances shown below are Grid distances, based in North American Datum (NAD) of 1983, Adjustment of 1990):

Commence at the Southwest corner of Water Management Tract D, OLIVE TREE-PHASE 5A/6B OF THE RIVER BRIDGE P.U.D., according to the plat thereof, as recorded in Plat Book 76, Page 102, of the Public Records of Palm Beach County, Florida; thence South 00°57'51" East, a distance of 60.00 feet to a point on the Baseline of Survey of State Road 882 (Forest Hill Boulevard) as shown on the Florida Department of Transportation Right of Way Map, Section 93016-2500; thence South 89°02'09" West along said Baseline of Survey of State Road 882 (Forest Hill Boulevard), a distance of 3,620.92 feet; thence North 00°57'51" West along a line at a right angle to the last described course, a distance of 70.00 feet to a point on the Northerly Existing Right of Way line of said State Road 882 (Forest Hill Boulevard), as shown in said Florida Department of Transportation Right of Way Map, and the POINT OF BEGINNING #3; thence along said Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) for the following three (3) courses: 1) South 89°02'09" West, a distance of 237.71 feet; 2) thence South 00°57'51" East, a distance of 10.00 feet; 3) thence South 89°02'09" West, a distance of 28.79 feet; thence North 55°02'23" East, a distance of 88.28 feet; thence North 89°09'35" East, a distance of 41.65 feet; thence South 64°37'59" East, a distance of 66.78 feet; thence South 87°35'44" East, a distance of 77.77 feet; thence South 71°14'28" East, a distance of 15.05 feet to a point on said Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) and the POINT OF BEGINNING #3.

Containing 5,072 square feet, more or less.

VAULT PROJECT:R	WMAPPING	6/R441633	1/RWPS70	1q.dgn								
				FLORIDA DEPARTMENT OF TRANSPORTATION								
VOID P.101	SANCHEZ	10/07/20		PARCEL SKETCH - NOT A SURVEY								
ADD P.301/701			STATE		0 882 /	FOREST HILL BLVD)		ΡΔΙΜ	BEACH COUNTY			
REV. PER P.B.C.	SANCHEZ	09/21/20	JIAIL			-		T				
COMMENTS 09-10-20				BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 4		SCALE: NOT TO SCALE				
VOID P.801,ADD P.101	SANCHEZ	08/26/20	DRAWN	SANCHEZ	06/05/20		[
REVISION	BY	DATE	CHECKED	LUIS G.	06/11/20	F.P. NO. 4416331	SECTION	96016-2449	SHEET 22 OF 25			

Parcel 301 (P.B.C.) / 701 (F.D.O.T.) - Part 4

A portion of Tract 49, Block 15, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Page 45, of the Public Records of Palm Beach County, Florida, lying in Section 9, Township 44 South, Range 42 East, being more particularly described as follows (Note: All distances shown below are Grid distances, based in North American Datum (NAD) of 1983, Adjustment of 1990):

Commence at the Southwest corner of Water Management Tract D, OLIVE TREE-PHASE 5A/6B OF THE RIVER BRIDGE P.U.D., according to the plat thereof, as recorded in Plat Book 76, Page 102, of the Public Records of Palm Beach County, Florida; thence South 00°57'51" East, a distance of 60.00 feet to a point on the Baseline of Survey of State Road 882 (Forest Hill Boulevard) as shown on the Florida Department of Transportation Right of Way Map, Section 93016-2500; thence South 89°02'09" West along said Baseline of Survey of State Road 882 (Forest Hill Boulevard), a distance of 1,395.36 feet; thence South 00°57'51" East along a line at a right angle to the last described course, a distance of 60.00 feet to a point at the intersection of the Southerly Existing Right of Way line of said State Road 882 (Forest Hill Boulevard), as shown in said Florida Department of Transportation Right of Way Map, and the Westerly Existing Right of Way line of Pinehurst Drive, as recorded in Official Records Book 2494, Page 576, of said Public Records, and the POINT OF BEGINNING #4; thence along said Westerly Existing Right of Way line of Pinehurst Drive, South 00°57'51" East, a distance of 24.04 feet; thence North 39°12'42" West, a distance of 30.61 feet to a point on said Southerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard); thence along said Southerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) North 89°02'09" East, a distance of 18.95 feet to the POINT OF BEGINNING #4.

Containing 228 square feet, more or less.

VAULT PROJECT:R	AULT PROJECT:RWMAPPING/R4416331/RWPS701q.dgn														
				FLORIDA DEPARTMENT OF TRANSPORTATION											
VOID P.101	SANCHEZ	10/07/20		PARCEL SKETCH - NOT A SURVEY											
ADD P.301/701			STATE	STATE ROAD NO. 882 (FOREST HILL BLVD) PALM BEACH COUNTY											
REV. PER P.B.C.	SANCHEZ	09/21/20						T							
COMMENTS 09-10-20	1			BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 4		SCALE: NOT TO SCALE							
VOID P.801,ADD P.101	SANCHEZ	08/26/20	DRAWN	SANCHEZ	06/05/20		[
REVISION	ΒΥ	DATE	CHECKED	LUIS G.	06/11/20	F.P. NO. 4416331	SECTION	96016-2449	SHEET 23 OF 25						

Parcel 301 (P.B.C.) / 701 (F.D.O.T.) - Part 5

A portion of Tract 48, Block 15 and Tract 31, Block 14, THE PALM BEACH FARMS CO. PLAT NO. 3, according to the plat thereof, as recorded in Plat Book 2, Page 45, and a portion of the 50 feet platted road, vacated per Official Records Book 4706, Page 1347, all of the Public Records of Palm Beach County, Florida, lying in Section 9, Township 44 South, Range 42 East, being more particularly described as follows (Note: All distances shown below are Grid distances, based in North American Datum (NAD) of 1983, Adjustment of 1990):

Commence at the Southwest corner of Water Management Tract D, OLIVE TREE-PHASE 5A/6B OF THE RIVER BRIDGE P.U.D., according to the plat thereof, as recorded in Plat Book 76, Page 102, of the Public Records of Palm Beach County, Florida; thence South 00°57'51" East, a distance of 60.00 feet to a point on the Baseline of Survey of State Road 882 (Forest Hill Boulevard) as shown on the Florida Department of Transportation Right of Way Map, Section 93016-2500; thence South 89°02'09" West along said Baseline of Survey of State Road 882 (Forest Hill Boulevard), a distance of 982.49 feet; thence North 00°57'51" West along a line at a right angle to the last described course, a distance of 60.00 feet to a point on the Northerly Existing Right of Way line of said State Road 882 (Forest Hill Boulevard), as shown in said Florida Department of Transportation Right of Way Map, and the POINT OF BEGINNING #5: thence along said Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) South 89°02'09" West, a distance of 501.88 feet; thence North 82°24'29" East, a distance of 64.03 feet; thence North 29°29'38" East, a distance of 57.51 feet; North 61°35'03" East, a distance of 17.05 feet; thence North 88°12'10" East, a distance of 63.97 feet; thence South 49°13'45" East, a distance of 80.20 feet; thence North 89°07'37" East, a distance of 207.93 feet; thence South 80°01'41" East, a distance of 63.41 feet to a point on said Northerly Existing Right of Way line of State Road 882 (Forest Hill Boulevard) and the POINT OF BEGINNING #5.

Containing 11,517 square feet, more or less.

FLORIDA DEPARTMENT OF TRANSPORTATION													
VOID P.101	SANCHEZ	10/07/20		PARCEL SKETCH - NOT A SURVEY									
ADD P.301/701			STATE		0 882 /	(FOREST HILL BLVD)	ΡΔΙΝ	BEACH COUNTY					
REV. PER P.B.C.	SANCHEZ	09/21/20			0. 002 (· · · · · · · · · · · · · · · · · · ·							
COMMENTS 09-10-20			1	BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 4	SCALE: NOT TO SCALE						
VOID P.801,ADD P.101	SANCHEZ	08/26/20	DRAWN	SANCHEZ	06/05/20								
REVISION	ΒΥ	DATE	CHECKED	LUIS G.	06/11/20	F.P. NO. 4416331	SECTION 96016-2449	SHEET 24 OF 25					

All together containing 0.513 acres, more or less.

A Temporary Construction Easement for the purpose of constructing roadway features including sidewalks, curb ramps, detectable warning replacements, roadway lighting, pedestrian signalization pole with conduit installation, and any appurtenant equipment, including the right to access, ingress and egress, and such other rights that are necessary and incidental to said construction in, over, upon and through the following described land in Palm Beach County, Florida.

This Easement shall expire upon the completion of this transportation project but not later than the last day of March 2026.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND THAT IT IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17-050-.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THE PALM BEACH COUNTY'S STATE PLANE COORDINATES REQUIREMENTS AS SET FORTH IN PALM BEACH COUNTY'S PPM CW-08-058.

LUIS A. GAZTAMBIDE

07/08/2020 DATE

FLORIDA SURVEYOR AND MAPPER NO. 6816 FLORIDA DEPARTMENT OF TRANSPORTATION 3400 WEST COMMERCIAL BOULEVARD FORT LAUDERDALE, FLORIDA 33309

NOT VALID UNLESS SIGNED AND SEALED

VAULT PROJECT:RWMAPPING/R4416331/RWPS701q.dgn

VOID P.101,	SANCHEZ	10/07/20		FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH - NOT A SURVEY									
ADD P.301/701				PARCEL SKETCH - NOT A SURVET									
REV. PER P.B.C.	SANCHEZ	09/29/20	CTATE		0 000	FOREST HILL BLVD)		DALM	BEACH COUNTY				
REV. PER P.B.C.	SANCHEZ	09/21/20	STATE	RUAD N	0. 002 (· · · · · · · · · · · · · · · · · · ·			BEACH COUNT				
COMMENTS 09-10-20				BY	DATE	PREPARED BY: F.D.O.T. DISTRICT 4		CALE: OT TO SCALE					
VOID P.801,ADD P.101	SANCHEZ	08/26/20	DRAWN	SANCHEZ	06/05/20			T					
REVISION	BY	DATE	CHECKED	LUIS G.	06/11/20	F.P. NO. 4416331	SECTION 93	016-2449	SHEET 25 OF 25				