

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 7, 2022 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

Department: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Temporary Construction Easement (TCE) with the Canyon Lakes Homeowners Association, Inc. (HOA), a not for profit corporation, in favor of Palm Beach County for the installation of additional landscape material within the HOA's existing landscape buffer.

Summary: Canyon District Park (Park) is located just south of Boynton Beach Boulevard between Acme Dairy Road and Lyons Road in unincorporated Palm Beach County. The first phase of the park is currently under construction. As a part of negotiations with the adjacent Canyon Lakes HOA the County is required to construct a landscape buffer. The HOA has an existing elevated landscape buffer around the perimeter of said subdivision. The County's Parks and Recreation Department (Department) has determined that enhancement of the HOA's landscape buffer reduces the need for a raised landscape buffer on County land thereby freeing up land for additional park amenities. The TCE between the County and the HOA will provide a means for the County to install additional landscape material within the HOA's landscape buffer. A planting plan was developed by the Department and approved by the Canyon Lakes HOA. The Department will utilize both the Engineering Department's annual landscape contract (R2020-0749) and Parks and Recreation landscape contract (CMA-680-21020) to procure the landscape installation services. Total cost of the installation is \$143,335, below the estimated \$300,000 needed to construct a similar buffer within the park's boundary. The HOA will be responsible for the ongoing maintenance of the landscape buffer material following installation. (Property & Real Estate Management) District 5 (HJF)

Background and Justification: In 2004 (R2004-936), Palm Beach County acquired approximately 52 acres of land from G.L. Homes as part of a civic site assemblage for the development of the Park. The Park improvements are being constructed in two phases, based on the community's immediate needs. Phase 1 improvements that are currently under construction include three soccer/multipurpose fields, a restroom/concession facility, two retention/recreational lakes, a 12 station fitness trail and grass/asphalt parking spaces. Neighbors from the adjacent Canyon Lakes Subdivision have expressed concerns over potential light spillover and noise from the Park that may occur post-development. The County will enhance the existing elevated HOA landscape buffer to provide a more viable option when attempting to reduce the impact of light and sound that will be generated from the planned active recreational amenities within the Park.

Attachments:

- 1. Location Map
- 2. Temporary Construction Easement w/Exhibit "A" and "B"

Recommended By: [Signature] 5-9-22
Department Director Date

Recommended By: [Signature] 5-6-22
Department Director Date

Approved By: [Signature] 5/26/22
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$143,335	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$143,335	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes _____		No <u>X</u>	
Does this item include the use of federal funds?		Yes _____		No <u>X</u>	
Budget Account No:	Fund _____	Program _____	Dept _____	Unit _____	Object _____

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


Budget Account: 3950-581-6404-^{T122-6504} ND \$143,335

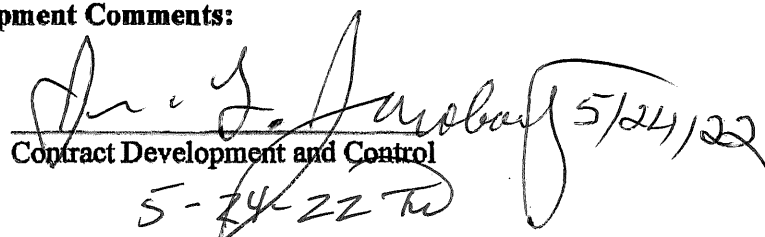
Fixed Assets Number N/A

C. Departmental Fiscal Review: 

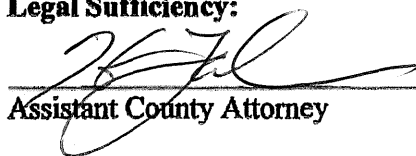
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/15/22
OFMB LM 5/10

 5/24/22
Contract Development and Control 5-24-22 TD

B. Legal Sufficiency:

 5/25/22
Assistant County Attorney

C. Other Department Review:

Department Director

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



March 10, 2022



Attachment No. 2
Temporary Construction Easement – 25 pages

Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Property Control Numbers: 00-42-45-29-01-002-0000 and
00-42-45-29-05-002-0000 (portions of both)

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 and **CANYON LAKES HOMEOWNERS ASSOCIATION, INC., a Florida Not For Profit Corporation**, whose mailing address is 8771 Canyon Lakes Drive, Boynton Beach, FL 33473 ("HOA").

RECITALS

Whereas, County is requesting the HOA grant a Temporary Construction Easement ("Easement") to allow the County to install landscape material within the HOA's existing northern and eastern landscape buffer; and

Whereas, completion of this project will create an enhanced landscape buffer for Canyon Lakes' residents, providing additional protection from lights and noise generated from the future Canyon District Park; and

Whereas, land constraints, driven by the need to provide additional lake area for fill and drainage, required that the three multipurpose fields in Phase 1 be placed near the southern property line of the park adjacent to residences; and

Whereas, enhancement of the HOA's landscape buffer reduces the need for a raised landscape buffer on County land thereby freeing up land for additional park amenities.

NOW THEREFORE, in consideration of the County agreeing to complete the work described herein and be bound by the terms contained herein, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and HOA hereby agree as follows:

1. **Recitals/Terms.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Rights Granted.** HOA does hereby grant to County a non-exclusive Easement upon the real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Easement Premises"). The rights granted pursuant to this

Easement shall be limited to the County's right to install landscape materials in the HOA's landscape buffer (the "Project") located within the Easement Premises, together with reasonable access.

3. **Term of Easement.** The term of this Easement shall commence upon execution of this Easement by the Palm Beach County Board of County Commissioners ("Commencement Date"), and shall extend for a period of nine (9) months thereafter (the "Easement Term") unless sooner terminated pursuant to the provisions of this Easement. The rights granted pursuant to this Easement shall expire and the Easement shall automatically terminate upon the County's earlier completion of the Project or the expiration of the Easement Term.
4. **Conditions to Right of Usage.** County shall obtain all necessary governmental approvals required for the installation of landscape material within the HOA's landscape buffers within the Easement Premises prior to commencement of construction thereof. All improvements shall be constructed at County's sole cost and expense, not to exceed \$143,335 and within the confines of the Easement Premises in accordance with the approved plans and specifications as noted and depicted in **Exhibit "B"** attached hereto and made part hereof ("Landscape Plans and Specifications"). County and HOA shall inspect the Easement Premises prior to the commencement of construction. HOA shall provide County with access upon execution of this Easement. County specifically acknowledges that construction activities are limited to the hours of 7AM to 7PM, Monday thru Friday. County's employees, agents, contractors and invitees shall park only in areas designated by the HOA, provided that those areas are within reasonable proximity of the Easement Premises. If said areas are not within reasonable proximity of the Easement Premises, HOA shall designate a closer area upon request by the County. County shall give HOA ten (10) days written notice prior to commencement of construction; County shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.
5. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, County 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 utility companies that have facilities within the Easement Premises.
6. **Damage to Irrigation and Surrounding Property.** The County's contractor and subcontractor shall be responsible to repair any damage to the existing HOA buffer irrigation system resulting from work associated with the landscape installation. County shall assist the HOA by demanding payment from the County's contractor and subcontractor for said damages or by compelling the County's contractor to make any necessary repairs in a reasonable time.
7. **Final Inspection, Modifications and Repairs.** The County shall diligently pursue all work performed hereunder to completion of the Project. Further, the County

shall ensure that said Easement and the existing HOA buffer irrigation system, which may be affected by the work associated with the Project, is returned to its original condition, or to a condition that is acceptable to the HOA. The County shall provide HOA a written notice of the completion date of the Project (“Completion Notice”). The HOA shall have the right to inspect the Project, and Easement Premises within fifteen (15) days after receiving the Completion Notice (“Inspection Period”). The HOA may request in writing modifications or repairs to the Project during the Inspection Period. The County shall be obligated to complete minor modifications and repairs up to 5% of the total Project cost within fifteen (15) days after written notification by the HOA (“Repair Period”). After the Inspection Period and Repair Period have ended, the HOA shall accept all improvements in “as is” condition with no recourse to Palm Beach County.

8. Maintenance, Irrigation and Repair. Except for warranty matters covered under Section 9 below, upon completion of the Project and after the Inspection Period and Repair Period have ended, the HOA shall 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 pursuant to this Easement.

9. Warranty. The County’s contractor has provided the County a plant material survivability warranty (“Warranty”) for a period of twelve (12) months commencing upon the completion date of the Project. The Facilities, Development and Operations Director, on behalf of County, shall assign the Warranty and all enforcing responsibilities to the HOA within five (5) days of the completion date.

10. Use Limitation. County acknowledges and agree that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and the County may not utilize the Easement Premises for any purpose not specifically permitted herein.

11. Party Representative/Liaison.

a) The County’s representative during the performance of this Agreement shall be:

Bob Hamilton, Director Planning, Research and Development,
telephone number 561-966-6651, e-mail address
rhamilton@pbcgov.org or successor.

b) The HOA’s representative during the performance of this Agreement shall be:

Todd Anderson, President Canyon Lakes Homeowners
Association, Inc. Telephone number 561-737-6440, email
address Canyonlakesoffice@gmail.com or successor.

12. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (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:

If sent to the County, notices shall be addressed to:

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

With copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the HOA, notices shall be addressed to:

Attn: Todd Andersen, President
Canyon Lakes Homeowners Association, Inc.
8771 Canyon Lakes Drive
Boynton Beach, Florida 33473

Attn: Attorney for Canyon Lakes HOA
Landol Law Firm PA
2101 NW Corporate Blvd. #410
Boca Raton, FL 33431

- 13. No Dedication.** The grant of Easement contained herein is solely for the use and benefit of County, and County'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.
- 14. Time of Essence.** The parties expressly agree that time is of the essence in this Agreement.
- 15. Matters of Record.** This Temporary Construction Easement is granted 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.
- 16. Non-Discrimination.** 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.
- 17. Indemnification.** County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.
- 18. Insurance** County is a political sub-division of the State of Florida subject to the limitations of Florida Statutes 768.28 as amended. County shall maintain a fiscally prudent liability program with regard to its obligations under this Agreement, and provide evidence of coverage to HOA upon request. County shall notify HOA within thirty (30) days of any change in its insurance status. Nothing herein shall serve as a waiver of sovereign immunity.

Should County contract with a third-party to perform any service related to this

Agreement, County shall require the third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include County and HOA as Additional Insureds.
- b. Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include County and HOA as Additional Insureds.
- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the County shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

19. Palm Beach County Office of the Inspector General 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 Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

20. Construction. 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.

21. Entire Understanding. 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.

22. Default. In the event County 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, HOA shall, in addition to any other remedies provided at law or in

equity, have the right of specific performance thereof.

- 23. Governing Law & Venue.** This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in Palm Beach County, Florida.
- 24. Prohibition against Assignment.** This Easement may not be assigned by the County.
- 25. No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of County or employees of County or residents or employees of the HOA.
- 26. Reservation of Rights.** HOA 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.
- 27. Waste or Nuisance.** County 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 HOA's fee interest in the Easement Premises. County 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.
- 28. Surrender of Premises.** Upon termination of the use of the Easement Premises by the County, County, 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 HOA in the same or better condition than the Easement Premises were in prior to the commencement of work as set forth herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

HOA:

**Canyon Lakes Homeowners Association,
Inc. a Not for Profit Corporation.**

By: [Signature]

Print Name: TODD ANDERSON

Title: President

(Seal)

[Signature]
Witness Signature

Elda Tellez
Witness Name Printed

[Signature]
Witness Signature

Soraya Santana
Witness Name Printed

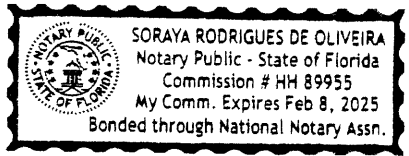
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of MAY, 2022, by TODD ANDERSON, the PRESIDENT, of Canyon Lakes Homeowners Association, Inc. () who is personally known to me OR () who has produced _____ as identification and who () did () did not take a oath.

[Signature]
Notary Public, State of Florida

SORAYA RODRIGUES DE OLIVEIRA
Type. Print or stamped

Commission Number HH 89955
My Commission Expires: FEB 8, 2025



Attest:

Joseph Abruzzo, Clerk of the Circuit Court & Comptroller


Palm Beach County, Florida, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Robert S Weinroth, Mayor

Approved as to Legal Sufficiency

Approved as to Terms & Conditions

By: 
Howard Falcon III, Chief Assistant County Attorney

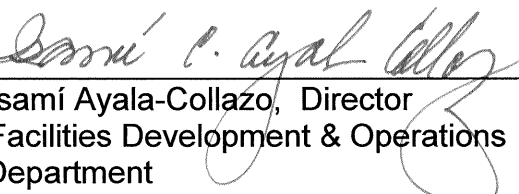
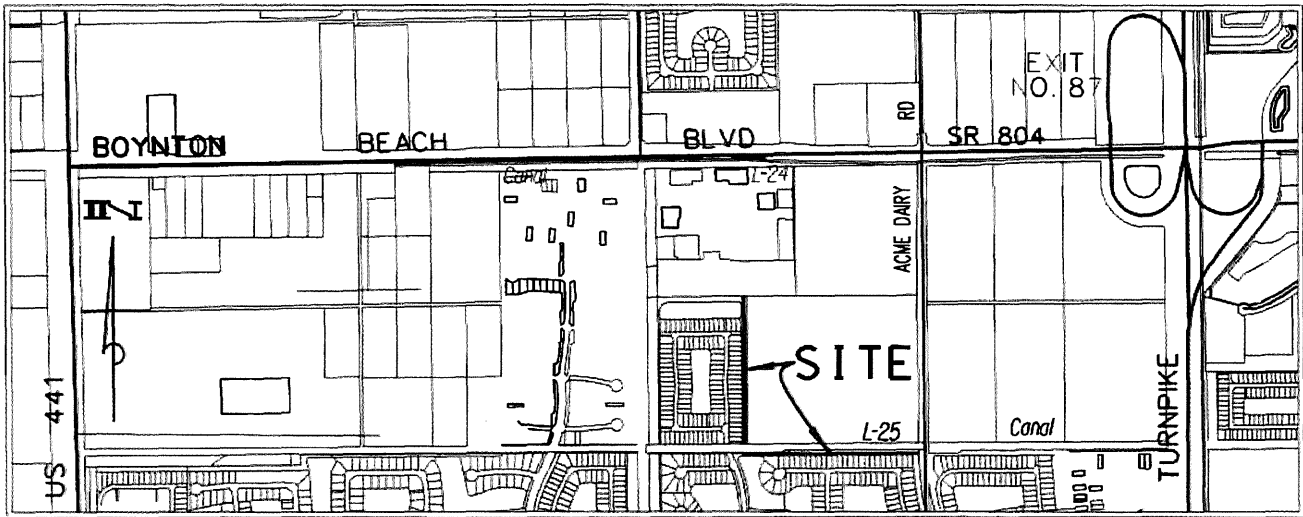
By: 
Isami Ayala-Collazo, Director Facilities Development & Operations Department

EXHIBIT "A"

EASEMENT PREMISES

EXHIBIT "A"
TEMPORARY CONSTRUCTION
EASEMENT

LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION SECTION 29 TOWNSHIP 45 SOUTH, RANGE 42 EAST

A PARCEL OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES BEING A PORTION OF TRACT "BT3" AS SHOWN ON THE PLAT OF CANYON LAKES PLAT SIX, RECORDED IN PLAT BOOK 103, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID EASEMENT SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE PRM AT THE NORTHEAST CORNER OF SAID PLAT OF CANYON LAKES PLAT SIX, SAID PRM ALSO BEING THE NORTHEAST CORNER OF SAID TRACT "BT3"; THENCE SOUTH 00°08'58" EAST ALONG THE EAST LINE OF SAID PLAT OF CANYON LAKES PLAT SIX AND SAID EAST LINE OF SAID TRACT "BT3", A DISTANCE OF 1411.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE EASEMENT FOR THE L-25 CANAL, AS RECORDED IN OFFICIAL RECORDS BOOK 1585, PAGE 505 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°36'22" WEST ALONG THE SOUTH LINE OF SAID PLAT OF CANYON LAKES PLAT SIX AND SAID TRACT "BT3", A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "BT3"; THENCE NORTH 00°08'58" WEST ALONG THE WEST LINE OF TRACT "BT3" SAID LINE BEING 50.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF SAID TRACT "BT3", A DISTANCE OF 1411.02 FEET TO THE NORTH LINE OF SAID PLAT OF CANYON LAKES PLAT SIX AND TRACT "BT3"; THENCE NORTH 89°26'03" EAST ALONG SAID NORTH LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 70,558 SQUARE FEET OR 1.6198 ACRES MORE OR LESS.

TOGETHER WITH


A PARCEL OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES BEING A PORTION OF TRACT "BT2" AS SHOWN ON THE PLAT OF CANYON LAKES PLAT SIX, RECORDED IN PLAT BOOK 103, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID EASEMENT SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON PRM AT THE NORTHEAST CORNER OF SAID TRACT "OS11" SAID CANYON LAKES PLAT SIX AND THE NORTHWEST CORNER OF TRACT "OS9" CANYON LAKES PLAT ONE, RECORDED IN PLAT BOOK 101, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE SOUTH 00°23'38" EAST ALONG THE EAST LINE OF TRACT "OS11", A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING THE NORTHEAST CORNER OF TRACT "BT2" SAID CANYON LAKES PLAT SIX AND THE NORTHWEST CORNER OF TRACT "BT9"

PROJECT NO. 2022011-02
 SHEET 1 OF 9

PROJECT: TEMPORARY CONSTRUCTION EASEMENT CANYON DISTRICT PARK	
DESIGN FILE NAME S-1-22-4219.DGN	DRAWING NO. S-1-22-4219

DATE 03/01/22	CHECKED G.M.M.	DRAWN S.T.A.	APPROVED G.M.M.	SCALE 1" = 60'
FIELD BOOK NO.				


PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 2300 NORTH JOG ROAD
 WEST PALM BEACH, FLORIDA 33411

SAID PLAT OF CANYON LAKES PLAT ONE; THENCE SOUTH 00°23'38" EAST ALONG THE EAST LINE OF TRACT "BT2" SAID PLAT SIX AND THE WEST LINE OF TRACT "BT9" SAID PLAT ONE, 25.00 FEET TO THE SOUTHEAST CORNER OF TRACT "BT2" SAID PLAT SIX AND THE SOUTHWEST CORNER OF TRACT "BT9" SAID PLAT ONE; THENCE SOUTH 89°36'22" WEST ALONG THE SOUTH LINE OF TRACT "BT2", A DISTANCE OF 443.16 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT "BT3"; THENCE ALONG SAID PROLONGATION NORTH 00°08'55" WEST, A DISTANCE OF 25.01 FEET TO THE NORTH LINE OF TRACT "BT2" SAID PLAT SIX; THENCE NORTH 89°36'26" EAST ALONG SAID NORTH LINE, A DISTANCE OF 443.05 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 11,080 SQUARE FEET OR 0.2544 ACRES MORE OR LESS.

ALSO TOGETHER WITH

A PARCEL OF LAND FOR TEMPORARY CONSTRUCTION EASEMENT PURPOSES BEING A PORTION OF TRACT "BT9" AS SHOWN ON THE PLAT OF CANYON LAKES PLAT ONE, RECORDED IN PLAT BOOK 101, PAGE 191 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID EASEMENT SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE PRM AT THE NORTHWEST CORNER OF SAID PLAT OF CANYON LAKES PLAT ONE, SAID PRM BEING THE NORTHWEST CORNER OF TRACT "OS9" AND THE NORTHEAST CORNER OF TRACT "OS11" OF SAID PLAT OF CANYON LAKES PLAT SIX; THENCE SOUTH 00°23'38" EAST ALONG SAID COMMON LINE BETWEEN TRACT "OS9" AND TRACT "OS11", A DISTANCE OF 24.00 FEET TO THE NORTHWEST CORNER OF TRACT "BT9" ACCORDING TO THE SAID PLAT OF CANYON LAKES PLAT ONE AND THE POINT OF BEGINNING; THENCE NORTH 89°36'22" EAST ALONG THE NORTH LINE OF TRACT "BT9", A DISTANCE OF 1219.70 FEET TO THE EAST LINE OF TRACT "BT9" AND THE EASTERLY LIMITS OF THE SAID PLAT OF CANYON LAKES PLAT ONE; THENCE SOUTH 00°23'24" EAST ALONG SAID EAST LINE OF TRACT "BT9" AND SAID LIMITS OF PLAT, A DISTANCE OF 5.24 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, WITH A RADIAL BEARING OF NORTH 89°29'34" EAST; THENCE SOUTHEASTERLY 19.76 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2564.00 FEET, THROUGH A CENTRAL ANGLE OF 02°14'05", TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF TRACT "BT9"; THENCE SOUTH 89°36'22" WEST ALONG SAID PROLONGATION AND SOUTH LINE OF TRACT "BT9", A DISTANCE OF 1219.81 FEET TO THE WEST LINE OF TRACT "BT9"; THENCE NORTH 00°23'38" WEST ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 30,494 SQUARE FEET OR 0.7000 ACRES MORE OR LESS.

LEGEND

BFP = BACK FLOW PREVENTER
 CONC = CONCRETE
 CBS = CONCRETE BLOCK STUCCO
 EL = ELEVATION
 E/P = EDGE OF PAVEMENT
 FDOT = FLORIDA DEPARTMENT
 OF TRANSPORTATION
 LS = LICENSED SURVEYOR
 NAVD = NORTH AMERICAN VERTICAL DATUM
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG = PAGE
 R/W = RIGHT OF WAY
 S/W = SIDEWALK

TOB = TOP OF BANK
 L = ARC LENGTH
 (C) = CALCULATED
 Δ = CENTRAL ANGLE
 (D) = DESCRIPTION
 (M) = MEASURED
 R = RADIUS OF ARC
 R.D.E. = ROAD & DRAINAGE
 EASEMENT
 D.E. = DRAINAGE EASEMENT

SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 00°08'58" EAST ALONG THE EAST LINE OF THE PLAT OF CANYON LAKES PLAT SIX AS RECORDED IN PLAT BOOK 103, PAGE 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR. AND GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID
 DATUM = NAD 83, 1990 ADJUSTMENT
 ZONE = FLORIDA EAST
 LINEAR UNITS = US SURVEY FOOT
 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND.
 PROJECT SCALE FACTOR = 1.0000227
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE DIGITAL SIGNATURE OR SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Glenn W Mark

Digitally signed by Glenn W Mark
 DN: cn=US, o=Palm Beach County, ou=A01410C00000171A1CBAE1C0000413A, cn=Glenn W Mark
 Reason: I am the author of this document
 Location: your signing location here
 Date: 2022.03.02 12:53:41-05'00'
 PDF Reader Version: 11.1.0

GLENN W. MARK PLS
 FLORIDA CERTIFICATE NO. 5304

DATE

CANYON TOWN CENTER TMD
 TRACT "B"
 (PB.111, PG.17)
 PCN: 00-42-45-29-09-002-0000

III I

POB
 PRM PER
 CANYON LAKES - PLAT SIX
 (PB.103, PG.27)
 N 797024.1581
 E 922512.2330

SCALE 1" = 60'

LIMITS OF PLAT

N89°26'03"E
 50.00'

TRACT "BT3"

LIMITS OF PLAT

TRACT "L10"
 WATER MANAGEMENT TRACT

50.00'

1411.02'

1411.17'

355.21'

BOYNTON - LYONS
 TRACT "C"
 (PB.110, PG.5)
 PCN: 00-42-45-29-08-003-0000

CANYON LAKES - PLAT SIX
 (PB.103, PG.27)

N00°08'58"W

TRACT "BT3"

S00°08'58"E

432

TRACT "OS5"

433

434

435

40' PALM BEACH COUNTY
 UTILITES EASEMENT

PALM BEACH COUNTY
 WATER UTILITES EASEMENT
 (ORB 17162, PG. 1918)

20'
 20'

TRACT "H"

PALM BEACH COUNTY
 WATER UTILITES EASEMENT
 (ORB 17162, PG. 1918)

KETTLE DRUM
 TERRACE

TRACT "E"

471

436

MATCH LINE SHEET 5 OF 9

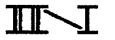
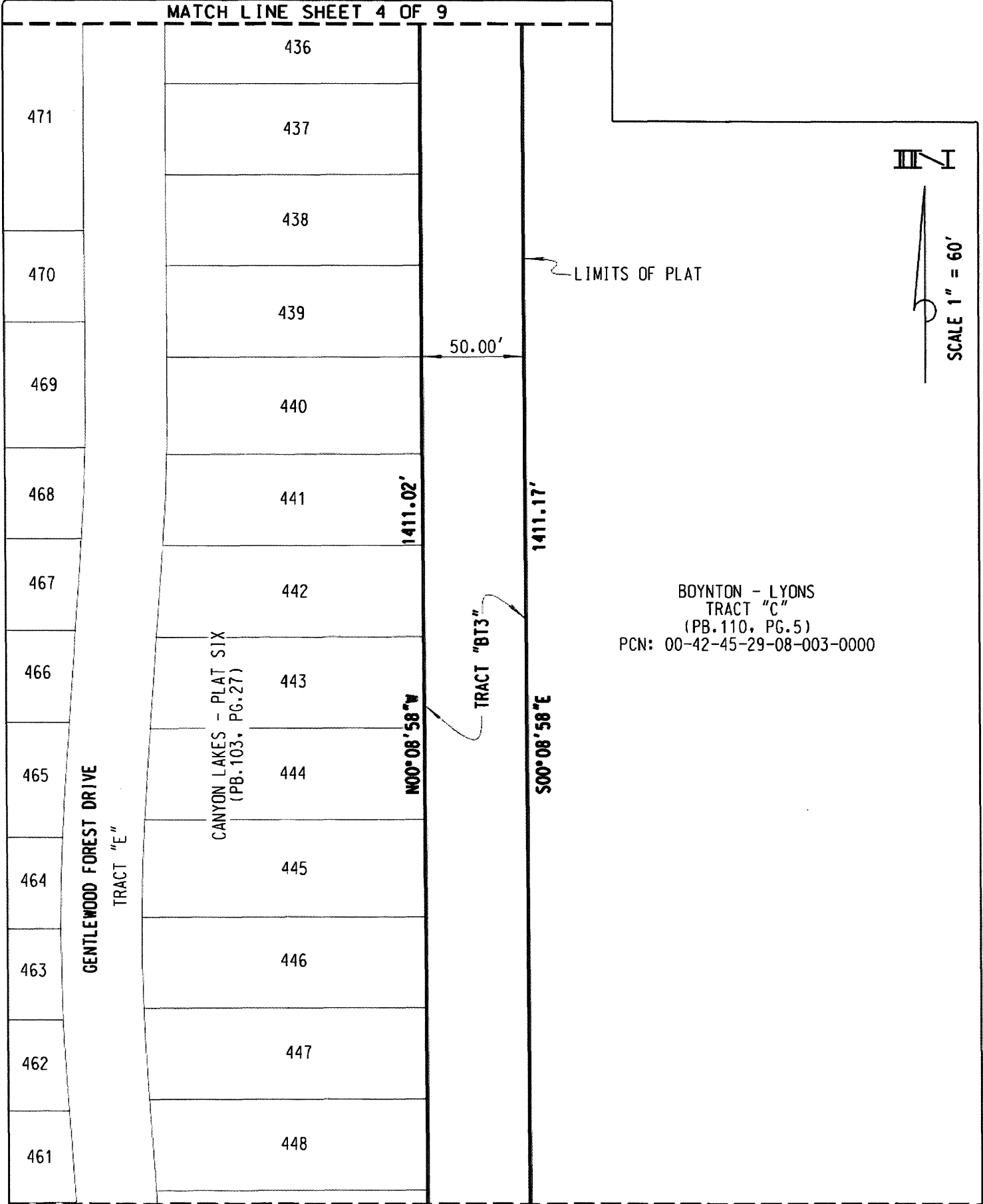
PROJECT NO. 2022011-02

DRAWING NO. S-1-22-4219

PROJECT:

T.C.E. CANYON DISTRICT PARK

SHEET: 4 OF 9



SCALE 1" = 60'

LIMITS OF PLAT

50.00'

1411.02'

1411.17'

N00°08'58"W

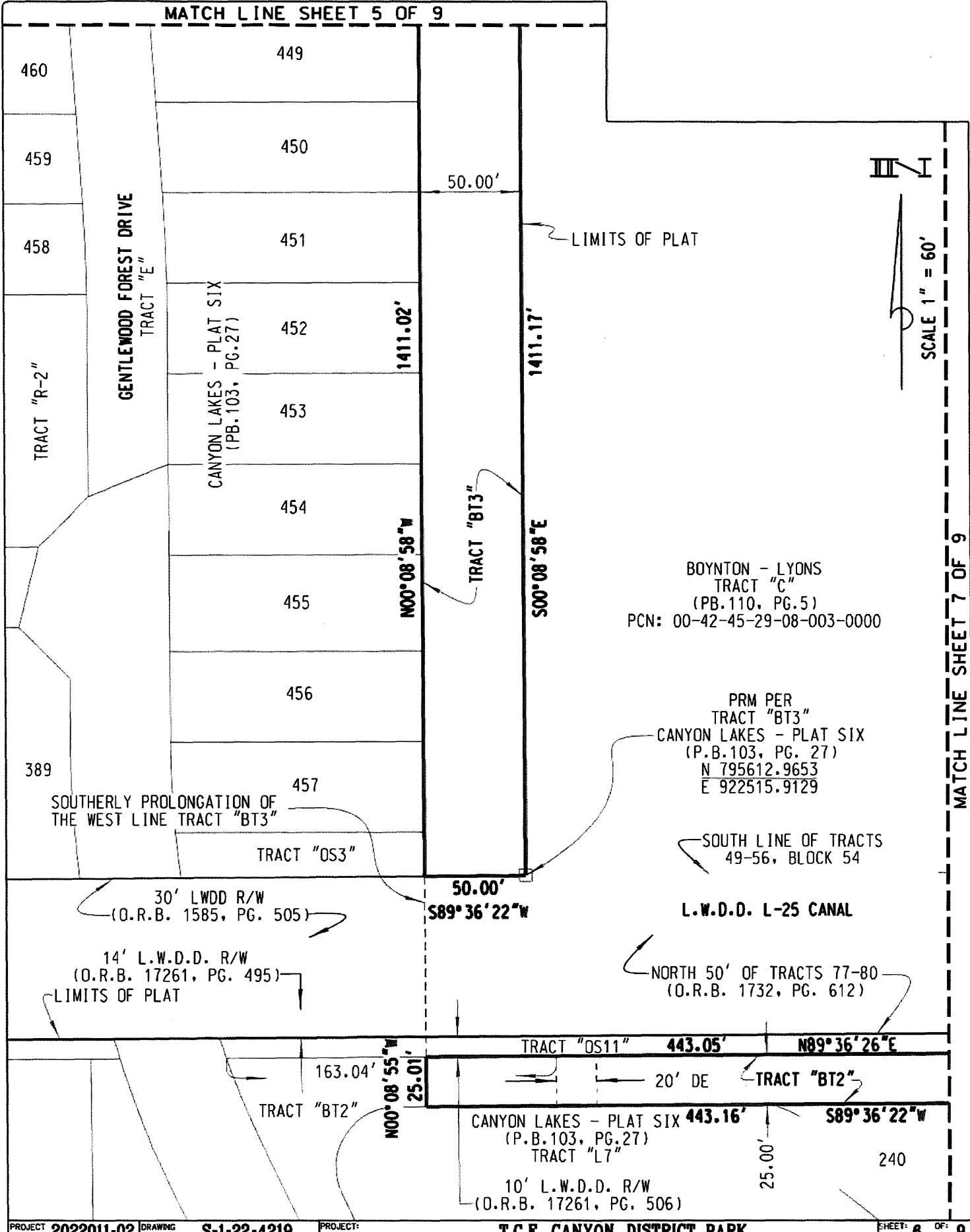
S00°08'58"E

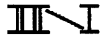
BOYNTON - LYONS
TRACT "C"
(PB.110, PG.5)
PCN: 00-42-45-29-08-003-0000

CANYON LAKES - PLAT SIX
(PB.103, PG.27)

GENTLEWOOD FOREST DRIVE
TRACT "E"

TRACT "BT3"





SCALE 1" = 60'

BOYNTON - LYONS
TRACT "C"
(P.B. 110, PG. 5)
PCN: 00-42-45-29-08-003-0000

POC
PRM PER
CANYON LAKES - PLAT ONE
(P.B. 101, PG. 191)
CANYON LAKES - PLAT SIX
(P.B. 103, PG. 27)
N 795549.6640
E 922909.0341

SOUTH LINE OF TRACTS
49-56, BLOCK 54

14' L.W.D.D. R/W
(O.R.B. 17261, PG. 495)

NORTH 50' OF TRACTS 77-80
(O.R.B. 1732, PG. 612)
LIMITS OF PLAT SIX

NORTH LINE OF TRACTS
73-80, BLOCK 54

30' LWDD R/W
(O.R.B. 1585, PG. 505)

L.W.D.D. L-25 CANAL

LIMITS OF PLAT

S00° 23' 38" E
24.00'

POB

1219.70'

TRACT "OS9"

N89° 36' 22" E

24.00'

443.05' TRACT "OS11" N89° 36' 26" E

TRACT "BT2" S00° 23' 38" E
25.00'

N00° 23' 38" W
25.00'

TRACT "BT9"

443.16'

S89° 36' 22" W

LIMITS OF PLAT ONE
1219.81'

S89° 36' 22" W

25.00'

25.00'	240	241	242	243	244	245	246	247	248	249	250
	CANYON LAKES - PLAT SIX (P.B. 103, PG. 27)					CANYON LAKES - PLAT ONE (P.B. 101, PG. 191)					

MATCH LINE SHEET 6 OF 9

MATCH LINE SHEET 8 OF 9

SHEET 7 OF 9

T.C.E. CANYON DISTRICT PARK

PROJECT:

S-1-22-4219

DRAWING NO.

2022011-02



SCALE 1" = 60'

BOYNTON - LYONS
TRACT "C"
(PB.110, PG.5)
PCN: 00-42-45-29-08-003-0000

PRM PER
CANYON LAKES - PLAT ONE
(P.B. 101, PG. 191)
N 795554.2140
E 923518.7280

SOUTH LINE OF TRACTS
49-56, BLOCK 54

30' LWDD R/W
(O.R.B. 1585, PG. 505)

NORTH LINE OF TRACTS
73-80, BLOCK 54

L.W.D.D. L-25 CANAL

NORTH 35.64' OF TRACTS 73-76
(O.R.B. 6495, PG. 761)

LIMITS OF PLAT

1219.70'

24.00'

24.36'

TRACT "OS9"

N89°36'22"E

TRACT "BT9"

S89°36'22"W

PRM PER
CANYON LAKES - PLAT ONE
(P.B. 101, PG. 191)
N 795553.85401
E 923518.7305

CANYON LAKES - PLAT ONE
(PB.101, PG.191)

251

252

25.00'

253

254

255

256

257

258

259

260

261

262

MATCH LINE SHEET 7 OF 9

MATCH LINE SHEET 9 OF 9

PROJECT NO. 2022011-02

PROJECT

S-1-22-4219

T.C.B. CANYON DISTRICT PARK

SHEET 8 OF 9



SCALE 1" = 60'

BOYNTON - LYONS
TRACT "C"
(PB.110, PG.5)
PCN: 00-42-45-29-08-003-0000

ACME DAIRY ROAD
80' RIGHT OF WAY
(O.R.B. 16665, PG. 1533)

PALM BEACH FARMS CO.
PLAT NO. 3
(PB.2, PG.45)
PCN: 00-42-43-27-05-054-0070

30' LWDD R/W
(O.R.B. 1585, PG. 505)

PRM PER
CANYON LAKES - PLAT ONE
(P.B. 101, PG. 191)
N 795558.4064
E 924128.7276

SOUTH LINE OF TRACTS
49-56, BLOCK 54

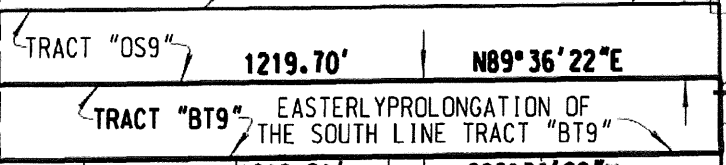
NORTH LINE OF TRACTS
73-80, BLOCK 54

L.W.D.D. L-25 CANAL

LIMITS OF PLAT
NORTH 35.64' OF TRACTS 73-76
(O.R.B. 6495, PG. 761)

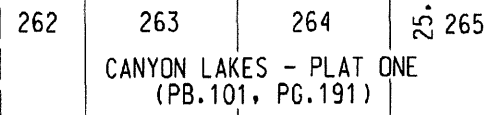
24.36' L.W.D.D. EASEMENT
(O.R.B. 16257, PG. 1079)

L.W.D.D. L-25 CANAL



S00°23'24"E
5.24'
N89°29'34"E
(RADIAL BEARING)

R = 2564.00'
Δ = 02°14'05"
L = 19.76'



LIMITS OF PLAT

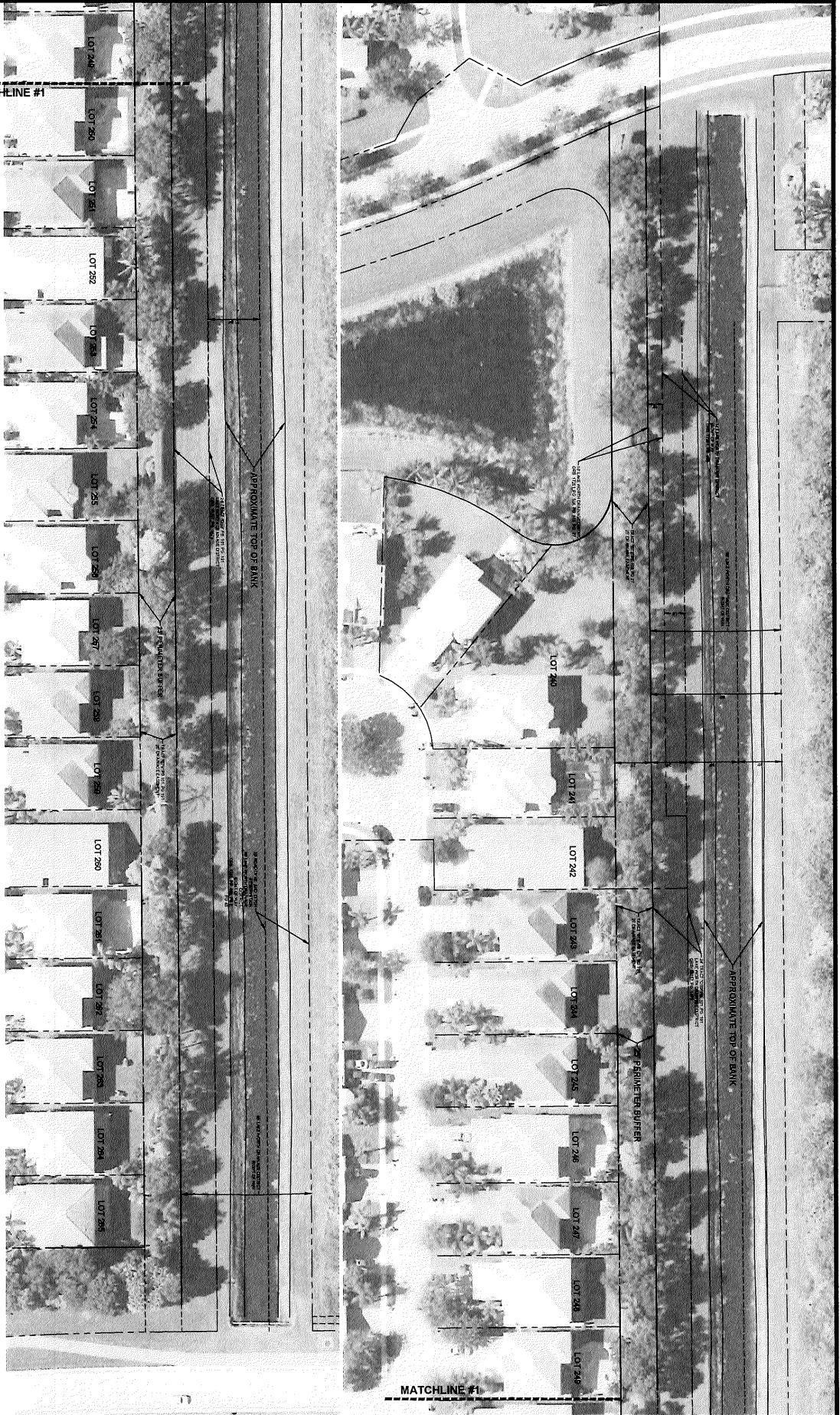
TRAILS AT CANYON - PLAT THREE
(PB.113, PG.174)

MATCH LINE SHEET 8 OF 9

PROJECT NO. 2022011-02 DRAWING NO. S-1-22-4219 PROJECT T.C.E. CANYON DISTRICT PARK SHEET 9 OF 9

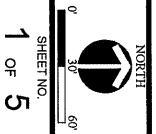
EXHIBIT "B"

LANDSCAPE PLANS AND SPECIFICATIONS



MATCHLINE #1

MATCHLINE #1



SHEET NO.
1 OF 5

REVISIONS

CANYON DISTRICT PARK
CANYON LAKES
LANDSCAPE BUFFER
EXISTING BOUNDARIES

PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT

PROJECT #: 2018-013
DESIGNED BY: R. HEDLUND
DRAWN BY: NAME
DATE: 8/6/2018
PRINTED: 8/21/2018

APPROVED BY:
B. HAMILTON



FILE NAME: CYN LAKES LANDSCAPE BUFFER2018.08.21.DWG



PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT

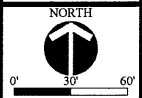
PROJECT #: 2018043
 DESIGNED BY: R. HEDLUND
 DRAWN BY: NAME
 DATE: 8/27/18
 PRINTED: 8/27/2018

APPROVED BY:
 B. HAMILTON

FILE NAME: C:\N LAKES LANDSCAPE\BUFFER\018043.DWG

CANYON DISTRICT PARK
 CANYON LAKES
 LANDSCAPE BUFFER
 EXISTING TO DESIGNED
 BUFFER COMPARISON

REVISIONS

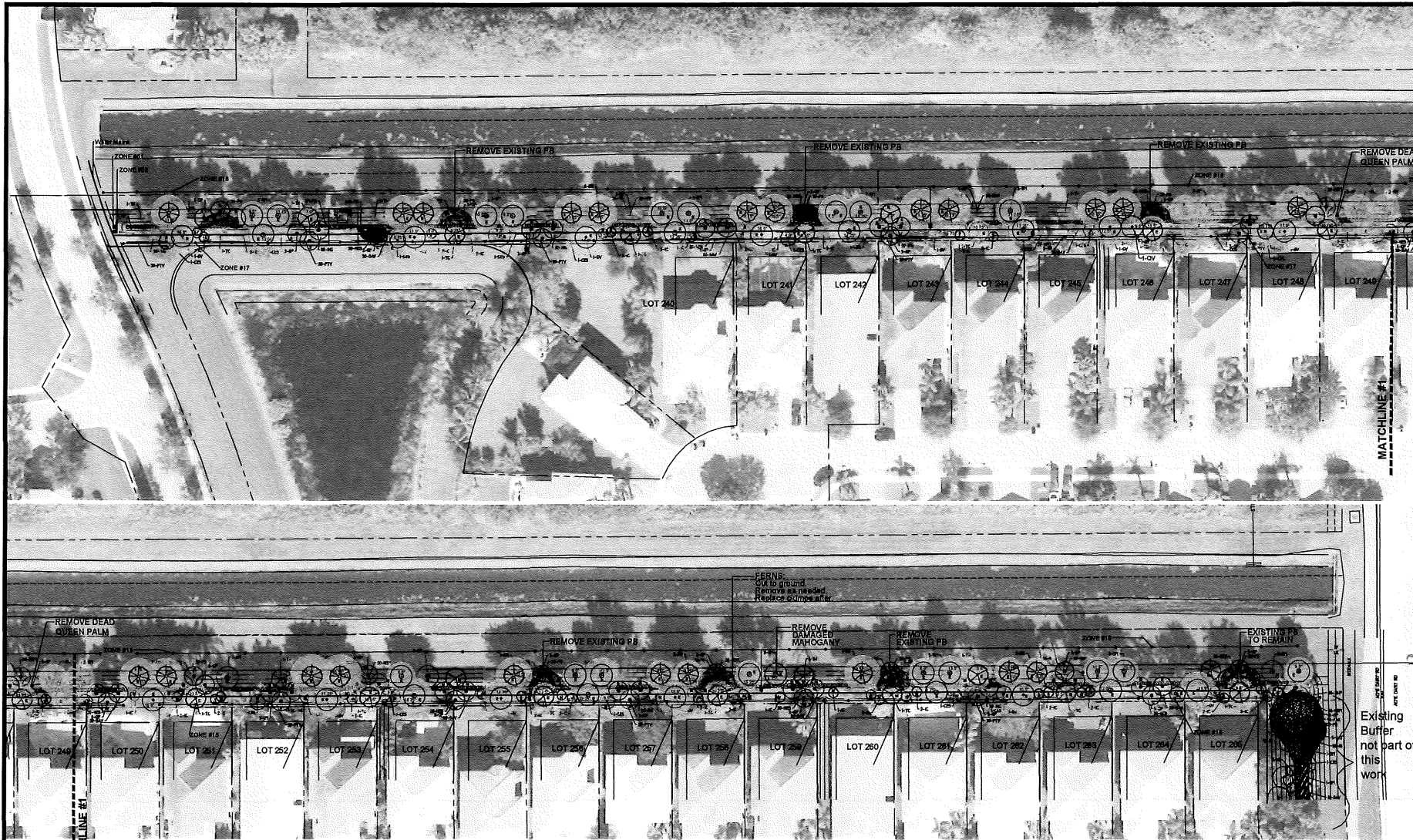


SHEET NO.
 2 OF 5

ORIGINAL PLANT LIST & LEGEND

SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME			
(circle with dot)		APPROXIMATE CANOPY SIZE	(circle with horizontal line)	NEB	BOSTON FERN	(circle with vertical line)	NBM	MACHO FERN	(circle with diagonal line)	PTV	VARIEGATED SCHEFFLERA	(circle with center dot)	QP	QUEEN PALM	(circle with horizontal line)	CES	SILVER BUTTWOOD	(circle with vertical line)	BB	BLACK OLIVE
(circle with 'D')	D	DEAD TREES	(circle with 'E')	RI	INDIAN HAWTHORNE	(circle with 'M')	PS/PB	PHILODENDRON SELLOUM	(circle with 'S')	SM	MAHOGANY	(circle with 'B')	BO	BOTTLEBRUSH	(circle with 'G')	GL	GUMBO LIMBO	(circle with 'T')	TC	TRUMPET TREE
(circle with 'M')	M	TREES MISSING	(circle with 'I')	ING	IKORA NORA GRANT	(circle with 'S')	SAV	VARIEGATED FITTOSPORUM	(circle with 'L')	QV	LIVE OAK	(circle with 'I')	IC	DAKON HOLLY	(circle with 'F')	FB	BENJAMIN FIG	(circle with 'T')	TH	PINK TABEBUA
(circle with 'R')	R	TREES TO BE REMOVED																		





PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 APPROVED BY:
 B. HAMILTON
 PROJECT #: 2018-013
 DESIGNED BY: R. HEDLUND
 DRAWN BY: [blank]
 DATE: 8/2/2018
 PRINTED: 8/2/2018
 FILE NAME: CANYON LAKES LANDSCAPE BUFFER 0821.DWG

**CANYON DISTRICT PARK
 CANYON LAKES
 LANDSCAPE BUFFER
 EXISTING BUFFER PLAN**

REVISIONS



NORTH
 0' 20' 40'
 SHEET NO.

3 OF 5

EXISTING PLANT LIST & LEGEND																	
SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME	SYMBOL	ABR	NAME
		APPROXIMATE CANOPY SIZE		PS/ PB	PHILODENDRON SELLOUM		TC	TRUMPET TREE		TH	PINKTABERJUA		FB	BENJAMIN FIG		SM	MAHOGANY
10.5'		EXISTING TREE SPREAD/HEIGHT		NEB	BOSTON FERN		IC	DAHOO HOLLY		CES	SILVER BUTTWOOD		GL	GUMBO LIMBO			
	D	DEAD TREES		NBM	MACHO FERN		QV	LIVE OAK		BB	BLACK OLIVE		BO	BOTTLEBRUSH			
	E	TREES EXISTING															
	M	TREES MISSING															
	R	TREES TO BE REMOVED															

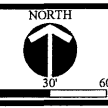
Know what's below.
 Call before you dig.



PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PROJECT #: 2018-013
 DRAWN BY: NAME
 DATE: 8/6/2018
 PRINTED: 8/21/2018
 FILE NAME: C:\NAMES\LANDSCAPE\BUFFERS\2018\082118.DWG
 APPROVED BY:
 B. HAMILTON

CANYON DISTRICT PARK
CANYON LAKES
LANDSCAPE BUFFER
PROPOSED PLANTING PLAN

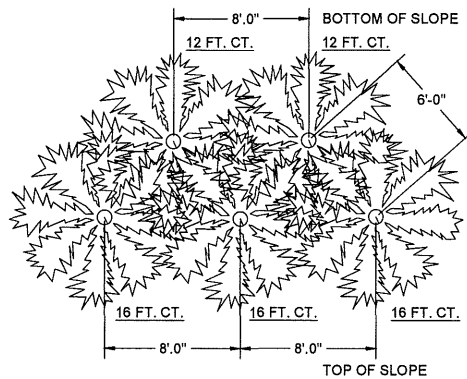
REVISIONS



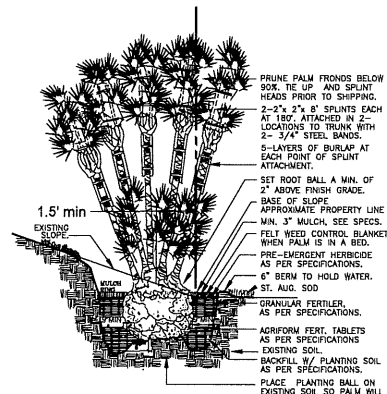
SHEET NO.
4 OF 5

PLANT LIST & LEGEND													
SYMBOL	NAME	SYMBOL	QTY	NAME	SCIENTIFIC NAME	SIZE	SPACING	SYMBOL	QTY	NAME	SCIENTIFIC NAME	SIZE	SPACING
	APPROXIMATE CANOPY SIZE		AW 38	PAUROTIS PALM *	ACOELORRHAPHE WRIGHTII	10 FT.-14 FT. HT., FG MIN. 8 STEMS TO HT.	8 FT. O.C. ADJUSTED IN FIELD AS DIRECTED.		95	SELLOUM	PHILODENDRON BIPINNATIFIDUM	7 GAL. 3 FT. O.A.	3.4 FT. O.C. SEE DETAIL
	EXISTING TREE DIAMETER AT BREAST HEIGHT		FB 2	FICUS HEDGE	FICUS BENJAMINA				484.84 CF = 16 CY	MULCH - #2 SHREDDED		4" DEEP PRIOR TO COMPACTION	
			SP 30	CABBAGE PALM	SABAL PALMETTO	12 CT., NO BOOT. MOD. HURR. CUT	AS SHOWN, ADJUSTED IN FIELD AS DIRECTED.		AS NEEDED	ST. AUGUSTINE 'FLORATAM'	STENOTAPHRUM SECUNDATUM 'FLORATAM'		TO REPAIR SLOPE
			SP 44	CABBAGE PALM	SABAL PALMETTO	16 CT., NO BOOT. MOD. HURR. CUT	AS SHOWN, ADJUSTED IN FIELD AS DIRECTED.						

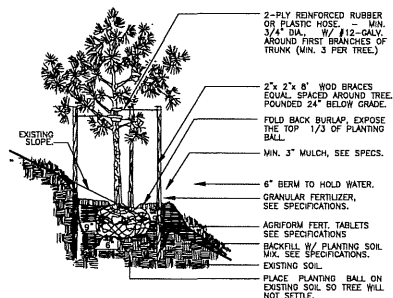




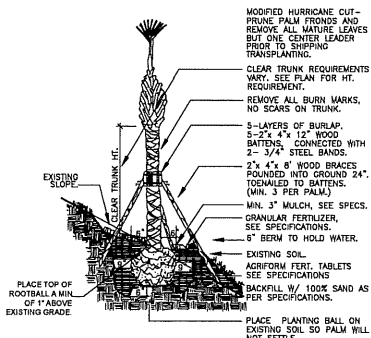
SABAL PALM SPACING DETAIL TYPICAL
NOT TO SCALE



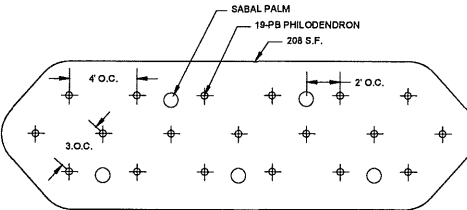
PAUROTIS PALM PLANTING DETAIL TYPICAL
NOT TO SCALE



SMALL PINE PLANTING DETAIL TYPICAL
12' HT. NOT TO SCALE



SABAL PALM PLANTING DETAIL TYPICAL
NOT TO SCALE



PHILODENDRON PLANTING TYPICAL
4' & 3' O.C. NOT TO SCALE

- UTILITY AND TREE LOCATION NOTES:**
- THE UTILITY LINES FOR STORM SEWER, SANITARY SEWER, FORCE MAIN, WATER, MAIN, AND ELECTRICAL ARE APPROXIMATE AND FOR REFERENCE ONLY.
 - CONTRACTOR IS TO CALL LOCATES TO IDENTIFY PUBLIC UTILITY LINES.
 - THE MAJORITY OF UNDERGROUND UTILITIES ARE CONSIDERED PRIVATE. CONTRACTOR IS RESPONSIBLE TO IDENTIFY ALL UNDERGROUND UTILITIES AROUND THE PROPOSED LOCATION OF TREES.
 - TREE LOCATIONS HAVE BEEN IDENTIFIED BASED ON PLANS AND AS BUILT DRAWINGS THAT ARE APPROXIMATE.
 - SINCE THE UTILITY LINES SHOWN ON THE PLAN ARE FOR REFERENCE ONLY, IT IS SUGGESTED THAT ALL HOLES BE HAND DUG.
 - 12 HOURS PRIOR TO INSTALLATION CONTRACTOR TO CONTACT OWNER REPRESENTATIVE TO GAIN ACCESS TO THE CAMPGROUND TO LOCATE UNDERGROUND UTILITIES.

- PLANTING NOTES:**
- WOODY ROOTBALL AS REQUIRED.
 - CREATE A ROUNDED-TOPPED SOIL BERM 4 INCHES HIGH X 8 INCHES WIDE ABOVE THE LEVEL OF THE TOP OF ROOTBALL SURFACE.
 - ROOTBALL SHALL BE CENTERED IN THE HOLE.
 - BERM SHALL BE ON THE DOWN HILL SIDE OF THE ROOTBALL AND SHALL CIRCLE NO LESS THAN 240 DEGREES AROUND THE ROOTBALL.
 - TRUNK CALIBER SHALL MEET ANSI Z89 CURRENT EDITION FOR ROOTBALL SIZE.
 - ORIGINAL SLOPE SHOULD PASS THROUGH THE POINT WHERE THE TRUNK BASE MEETS THE TOP OF ROOTBALL.
 - LOOSEBID SOIL, DIG AND TURN THE SOIL TO REDUCE THE COMPACTION TO THE AREA AND DEPTH SHOWN.
 - ON THE TOP OF THE ROOTBALL REMOVE ALL SOIL THAT IS ABOVE THE ROOT COLLAR. THIS IS WHERE THE ROOTS COME OUT OF THE TRUNK.
 - CUT AND REMOVE ROOTS THAT CIRCLE THE TRUNK WHERE EACH BEGINS TO CIRCLE. THIS MAY BE AT THE TRUNK AND AT THE EDGE OF THE ROOTBALL.
 - WHERE THERE ARE EXISTING UNDERSTORY PLANTINGS PROTECT OR REMOVE THE UNDERSTORY PLANTINGS AS DIRECTED BY OWNER.

- GENERAL NOTES:**
- ALL PLANTS MATERIAL SHALL BE FLORIDA #1 OR BETTER, AS DESCRIBED IN "GRADES & STANDARDS FOR NURSERY PLANTS", FLORIDA DEPARTMENT OF AGRICULTURE.
 - NOMENCLATURE UTILIZED ON PLANS IS RECOGNIZED BY THE NURSERY TRADE, AS REFERENCED IN "GRADES & STANDARDS FOR NURSERY PLANTS".
 - THE MATERIAL COUNT IS APPROXIMATE ONLY & IS PROVIDED AS ASSISTANCE TO BIDDERS. ON-CENTER DIMENSIONS PREVAIL.
 - ALL MATERIALS & INSTALLATION SHALL BE IN A WORKMAN LIKE MANNER, IN ACCORDANCE WITH LOCAL COUNTY CODES & ORDINANCES, AND TO STANDARDS OF THE LANDSCAPE INSTALLATION & NURSERY INDUSTRY.
 - ALL PALMS & SHRUBS FURNISHED SHALL BE GUARANTEED FOR A PERIOD OF 365 DAYS, SUBJECT TO PROPER MAINTENANCE, FIRE, VANDALISM, THEFT, AND ACTS OF FORCE MAJEURE.
 - ALL BEDS, HEDGES, PALMS, TREES & OTHER PLANTINGS TO HAVE A MIN. OF 3" (AFTER TO COMPACTION) OF #2 SHREDDED MULCH. PALMS & TREES SHALL HAVE A MULCH RING A MIN. OF 18" FROM TRUNK.
 - LANDSCAPE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR THE JOB UNTIL FINAL ACCEPTANCE. THIS INCLUDES BUT IS NOT LIMITED TO MOWING, TRIMMING, & WATERING OF ALL EXISTING & NEWLY INSTALLED PLANT MATERIALS WITH IN THE CONSTRUCTION ZONE.
 - THE LAYOUT OF PLANT MATERIALS LANDSCAPE MATERIALS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - ALL PROVISIONS NOTED IN THE SPECIFICATIONS, DRAWINGS, PLANS & DETAILS ARE TO BE FOLLOWED. IF DISCREPANCY OCCUR, THE LANDSCAPE ARCHITECT IS TO BE NOTIFIED PRIOR TO CONTINUING WITH THE INSTALLATION.
 - ALL PLANTING AREAS, INCLUDING SWALES AND NEW SOO, ARE TO HAVE ALL EXISTING VEGETATION REMOVED & SOIL REGRADED TO BE SMOOTH & EVEN. ALL DEBRIS GENERATED BY THE CLEARING SHALL BE REMOVED FROM THE SITE PRIOR TO THE INSTALLATION OF NEW PLANTS.
 - EXISTING TREES & PALMS WITHIN THE CONSTRUCTION SHALL BE PROTECTED BY ORANGE VINYL FENCING PLACED NOT CLOSER THAN 5' FROM THE BASE OF TRUNK.
 - ALL DAMAGED EXISTING SOO AREAS WILL BE REGRADED & SOO REPLACED WITH NEW SOO AS PER SPECS.
 - ALL VEGETATION, SEED & SOO AREAS TO BE 100% FULLY IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
 - ALL BED AREAS TO BE TREATED WITH A PRE-EMERGENT HERBICIDE AS PER SPECIFICATIONS.
 - ALL BED AREAS SHALL BE COVERED WITH A FELT WEED CONTROL BLANKET PRIOR TO THE PLACEMENT OF MULCH AS PER SPECIFICATIONS.
 - LANDSCAPE CONTRACTOR TO COORDINATE ALL PLANTING LOCATIONS WITH UNDERGROUND UTILITIES PRIOR TO INSTALLATION.
 - LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED SPECS. INCLUDING BUT NOT LIMITED TO: EARTHWORK, SODDING, SEEDING, LANDSCAPE, ETC. TO DETERMINE SCOPE OF WORK.
 - LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED DWGS. INCLUDING BUT NOT LIMITED TO: SITE PLAN, DEMOLITION, EXISTING TREE, LANDSCAPE, GRADING PLAN, ETC. TO DETERMINE POSSIBLE SCOPE OF WORK.

PLANT LIST & LEGEND**						
SYMBOL	QTY	NAME	SCIENTIFIC NAME	SIZE	SPACING	
	AW	38	PAUROTIS PALM *	ACELORRHAPHE WRIGHTII	10 FT.-14 FT. HT., FG MIN. 5 STEMS TO HT.	8 FT. O.C. ADJUSTED IN FIELD AS DIRECTED.
	PE	8	SOUTH FLORIDA SLASH PINE	PINUS ELLIOTTII 'DENSA'	12 FT HT., 3" CAL., FG	AS SHOWN, ADJUSTED IN FIELD AS DIRECTED.
	12 FT. CT SP	30	CABBAGE PALM	SABAL PALMETTO	12' CT., NO BOOT, MOD. HURR. CUT	AS SHOWN, ADJUSTED IN FIELD AS DIRECTED.
	16 FT. CT SP	44	CABBAGE PALM	SABAL PALMETTO	16' CT., NO BOOT, MOD. HURR. CUT	AS SHOWN, ADJUSTED IN FIELD AS DIRECTED.
	PB	95	SELLOUM	PHILODENDRON BIPINNATIFIDUM	7 GAL. 3 FT. O.A.	3-4 FT. O.C. SEE DETAIL
	FB	2	FICUS HEDGE	FICUS BENJAMINA	7 GAL. 5 FT. O.A.	IN HEDGE OPENINGS
		484.84 OF = 16 CY	MULCH- #2 SHREDDED		4" DEEP PRIOR TO COMPACTION	
	AS NEEDED		ST. AUGUSTINE FLORATAM	STENOTAPHRUM SECUNDATUM 'FLORATAM'		TO REPAIR SLOPE

- ALTERNATIVE PLANTS TO PAUROTIS PALM**
- 1. *Noronhia emarginata* Madagascar Olive FG., 10'-12' O.A.
 - 2. *Coccoloba diversifolia* Pigeon Plum FG., 12 O.A.

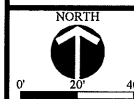
** Availability of plants is not addressed. Sizes + quantity are suggested. The size + species may need to be adjusted to meet accepted budget.



PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
APPROVED BY:
PROJECT #: 2018-013
DESIGNED BY: R. HEDLUND
DRAWN BY: J. HEDLUND
DATE: 06/2018
PRINTED: 02/12/2018
FILE NAME: C:\N LAKES LANDSCAPE BUFFER\0218.DWG

CANYON DISTRICT PARK
CANYON LAKES
LANDSCAPE BUFFER
PLANTING DETAILS & NOTES

REVISIONS
8/21/2018



SHEET NO.
5 OF 5

For OFMB only

A CUT ABOVE

LANDSCAPE & IRRIGATION

Design • Installation • Maintenance

1686 D ROAD
 LOXAHATCHEE, FL 33470
 561.795.1995 - PH
 561.795.8898 - FX



NAME/ADDRESS
Palm Beach County Parks & Recreation Attn: Joe Sarquis 2700 6th Avenue South Lake Worth, FL 33461

PROPOSAL

PBC SBE Vendor #VC0000009701

DATE	PROPOSAL #
4/11/2022	15471

DESCRIPTION	QTY	COST	TOTAL
RE: CANYON DISTRICT PARK L/S BUFFERS (ENGINEERING CONTRACT ITEMS)			
NORTH LANDSCAPE BUFFER:			
ACA to provide any/all necessary equipment, labor, supervision, materials and supplies to complete the following:			
Item #192: Excavation (Per Hour) *Includes Removal / Disposal	15	100.00	1,500.00
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
Item #114: Silver Buttonwood 'Conocarpus Erectus Sericeus' (2.5"-3" Cal., 14'OA x 5'SPRD, 8' CT)	8	1,200.00	9,600.00
NON CONTRACT ITEMS:			
Philodendron Selloum (3' Ht, 7 Gal.)	95	64.00	6,080.00
Ficus Benjamina (5' Ht, 15 Gal.)	2	138.00	276.00
*NOTES: Top Soil & Mulch are included			
**EXCLUSIONS: Irrigation Repairs / Modifications by Others Permit Fees are Excluded (If Applicable)			
CUSTOMER AUTHORIZATION: X	TOTAL		\$17,456.00

ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN GRADES AND STANDARDS FOR NURSERY "PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE. THERE WILL BE A CHARGE OF 1.5% ON ANY BALANCE REMAINING AFTER 30 DAYS PAST THE DUE DATE WHICH SHALL BE ASSESSED MONTHLY. SHOULD ACA BE REQUIRED TO PURSUE COLLECTIONS IN THE ABOVE ACCOUNT, CUSTOMER SHALL BE LIABLE FOR COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES THEREIN. YOUR SIGNATURE ABOVE CONFIRMS YOUR UNDERSTANDING OF ACA'S COLLECTION POLICY AND GRANTS PERMISSION TO ACA TO COMMENCE PROPOSED WORK.

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PROPOSAL

PBC SBE Vendor #VC0000009701

DATE	PROPOSAL #
1/28/2022	15316

DESCRIPTION	QTY	COST	TOTAL
RE: CANYON DISTRICT PARK L/S BUFFERS, BOYNTON BEACH			
ACA to provide any/all necessary equipment, labor, supervision, materials and supplies to complete the following:			
ITEM #276: Excavation- Including Removal & Disposal (Per Cu. Yd.)	60	45.00	2,700.00
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
NORTH LANDSCAPE BUFFER:			
TREES & PALMS:			
ITEM #163: Paurotis Palm (Multi-Stem, FG)	38	299.00	11,362.00
ITEM #258: Slash Pine Densa (FG)	8	379.00	3,032.00
ITEM #178: Sabal Palm (Staggered Hts)	74	199.00	14,726.00
SOD & MISC:			
ITEM #281: Supply, Install & Grade St. Augustine Floratam Sod (Per Sq. Ft.) *AS NEEDED (Allowance Carried)	9,000	0.45	4,050.00
ITEM #278: Supply, Install & Grade Top Soil (Per Cu. Yd.)	68	28.00	1,904.00
ITEM #280: Supply & Install Cypress Blend Mulch (Per 3 Cu. Ft. Bag)	480	3.50	1,680.00
MISSING LANDSCAPE MATERIAL (Per Plan):			
ITEM #276: Excavation- Including Removal & Disposal (Per Cu. Yd.)	63	45.00	2,835.00
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
ITEM #267: Yellow Tabebuia (14' OA, FG)	1	439.00	439.00
ITEM #241: Mahogany (12-14' OA, FG)	4	379.00	1,516.00
ITEM #245: Pink Trumpet Tree (12-14' OA, FG)	5	359.00	1,795.00
ITEM #189: Black Olive (12'-14' OA, FG)	3	199.00	597.00
ITEM #175: Queen Palm (16'-18')	30	199.00	5,970.00
NORTH BUFFER (inside fence line on HOA property):			
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
ITEM #267: Yellow Tabebuia (14' OA, FG)	2	439.00	878.00
ITEM #229: Live Oak (3" Cal. Min., FG)	2	489.00	978.00
ITEM #202: Dahoon Holly (12'-14' OA, 2.5" Cal., FG.)	39	399.00	15,561.00
ITEM #175: Queen Palm (16'-18' CT)	32	199.00	6,368.00
CUSTOMER AUTHORIZATION: X _____	TOTAL		

ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN GRADES AND STANDARDS FOR NURSERY "PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE. THERE WILL BE A CHARGE OF 1.5% ON ANY BALANCE REMAINING AFTER 30 DAYS PAST THE DUE DATE WHICH SHALL BE ASSESSED MONTHLY. SHOULD ACA BE REQUIRED TO PURSUE COLLECTIONS IN THE ABOVE ACCOUNT, CUSTOMER SHALL BE LIABLE FOR COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES THEREIN. YOUR SIGNATURE ABOVE CONFIRMS YOUR UNDERSTANDING OF ACA'S COLLECTION POLICY AND GRANTS PERMISSION TO ACA TO COMMENCE PROPOSED WORK.

1 of 2

A CUT ABOVE

LANDSCAPE & IRRIGATION

Design • Installation • Maintenance

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NAME/ADDRESS
Palm Beach County Parks & Recreation Attn: Joe Sarquis 2700 6th Avenue South Lake Worth, FL 33461

PROPOSAL

PBC SBE Vendor #VC0000009701

DATE	PROPOSAL #
1/28/2022	15316

DESCRIPTION	QTY	COST	TOTAL
ITEM #278: Supply, Install & Grade Top Soil (Per Cu. Yd.)	48	28.00	1,344.00
ITEM #280: Supply & Install Cypress Blend Mulch (Per 3 Cu. Ft. Bag)	250	3.50	875.00
EAST LANDSCAPE BUFFER:			
ITEM #276: Excavation- Including Removal & Disposal (Per Cu. Yd.)	33	45.00	1,485.00
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
TREES & PALMS:			
ITEM #163: Paurotis Palm (Multi-Stem, FG)	6	299.00	1,794.00
ITEM #258: Slash Pine Densa (12-14' OA, FG)	9	379.00	3,411.00
ITEM #178: Sabal Palm (staggered heights, FG)	35	199.00	6,965.00
ITEM #243: Pigeon Plum (12-14' OA, FG)	9	349.00	3,141.00
ITEM #229: Live Oak (3" Cal. Min., FG)	7	489.00	3,423.00
SHRUBS & GROUNDCOVERS:			
ITEM #14: Bougainvillea (7 / 10 Gal., Trellis)	84	50.00	4,200.00
ITEM #3: Arboricola (7 Gal., 36" OA)	391	28.00	10,948.00
SOD & MISC:			
ITEM #281: Supply, Install & Grade St. Augustine Floratam Sod (Per Sq. Ft.) *AS NEEDED (Allowance Carried)	9,000	0.45	4,050.00
ITEM #278: Supply, Install & Grade Top Soil (Per Cu. Yd.)	50	28.00	1,400.00
ITEM #280: Supply & Install Cypress Blend Mulch (Per 3 Cu. Ft. Bag)	320	3.50	1,120.00
MISSING LANDSCAPE MATERIAL (Per Tree Disposition Plan):			
ITEM #276: Excavation- Including Removal & Disposal (Per Cu. Yd.)	6	45.00	270.00
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
ITEM #258: Slash Pine Densa (14' OA, FG)	1	379.00	379.00
EAST BUFFER (inside fence line on HOA property):			
ACA TO PROVIDE & INSTALL THE FOLLOWING:			
ITEM #202: Dahoon Holly (12'-14' OA, 2.5" Cal., FG.)	11	399.00	4,389.00
ITEM #278: Supply, Install & Grade Top Soil (Per Cu. Yd.)	6	28.00	168.00
ITEM #280: Supply & Install Cypress Blend Mulch (Per 3 Cu. Ft. Bag)	36	3.50	126.00
CUSTOMER AUTHORIZATION: X _____		TOTAL \$125,879.00	

ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN GRADES AND STANDARDS FOR NURSERY "PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE. THERE WILL BE A CHARGE OF 1.5% ON ANY BALANCE REMAINING AFTER 30 DAYS PAST THE DUE DATE WHICH SHALL BE ASSESSED MONTHLY. SHOULD ACA BE REQUIRED TO PURSUE COLLECTIONS IN THE ABOVE ACCOUNT, CUSTOMER SHALL BE LIABLE FOR COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES THEREIN. YOUR SIGNATURE ABOVE CONFIRMS YOUR UNDERSTANDING OF ACA'S COLLECTION POLICY AND GRANTS PERMISSION TO ACA TO COMMENCE PROPOSED WORK.

2 of 2