



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NET FISCAL IMPACT	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>

**Budget Account No.:**      **Fund**              **Agency**              **Org.**              **Object**

Is Item Included in Current Budget?      Yes              No

Reporting Category N/A

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

This item has no fiscal impact.

**C. Department Fiscal Review:**      Debra M. Vest

**III. REVIEW COMMENTS**

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

<p><u>John D. Smith 9-25-06</u> OFMB</p> <p><i>John D. Smith 9-21-06</i></p> <p><i>John D. Smith 9-20-06</i></p>	<p><u>Ann L. Jones 9/26/06</u> Contract Development and Control</p> <p><i>E. Jones 9/26/06</i></p>
--	--

**B. Legal Sufficiency:**

W. L. [Signature] 9/26/06  
Assistant County Attorney

**This item complies with current County policies.**

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

AND AFTER RECORDING RETURN TO:

CROWN CASTLE INTERNATIONAL  
Cindy Gilbert  
1000 Windward Concourse, Ste. 500  
Alpharetta, Georgia 30005

Folio # \_\_\_\_\_  
Folio # \_\_\_\_\_

**EASEMENT**

THIS GRANT OF EASEMENT (the "Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between New Cingular Wireless PCS, LLC a Delaware limited liability, as successor in merger to BellSouth Mobility Inc, a Georgia Corporation, with an address of 6100 Atlantic Blvd., Norcross, GA 30071 ("Grantor") and Palm Beach County, having a mailing address of c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, FL 33416-6097 ("Grantee").

WHEREAS, Grantor owns property located in Palm Beach County granted to Grantor by deed dated December 10, 1991 and recorded at book 7050 page 1696 ("Grantor's Property"), and

WHEREAS, Grantor desires to grant and Grantee desires to obtain an easement on Grantor's Property for the purposes contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantor grants and conveys to Grantee (i) the perpetual right to install, operate, maintain, service and construct underground conduit for water, wastewater, and reclaimed water

lines and appurtenant facilities and equipment in, on, under and across the easement area and (ii) the perpetual right of ingress, egress and regress as may be reasonably necessary for the construction, repair, maintenance, replacement and, if necessary, the ultimate demolition and removal of the water, wastewater, and reclaimed water lines under and across Grantor's Property as more fully shown on Exhibit A attached hereto and made and part hereof ("Easement Area").

2. **Consideration.** Upon execution of this Easement, Grantee shall pay Grantor Ten Dollars (\$10.00).

3. **Removal of Obstructions.** Grantee has the right to reasonably remove obstructions from the Easement Area, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall dispose of any materials removed.

4. **Hazardous Substances and Hazardous Wastes.** Grantee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Substances ("Hazardous Substances" shall have the same definition as contained in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 *et seq.* and regulations promulgated pursuant thereto) or Hazardous Wastes ("Hazardous Wastes" shall have the same definition as contained in the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 *et seq.* and regulations promulgated pursuant thereto) on or from the Easement Area in any manner prohibited by law.

5. **Insurance.** Without waiving the right to sovereign immunity as provided by Florida Statutes, Section 768.28, the Grantee acknowledges that it is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of One Hundred Thousand and no/100 Dollars (\$100,000) per person and Two Hundred Thousand and no/100 Dollars (\$200,000) per occurrence; or such monetary limits that may change and be set forth by the Florida legislature. Upon request, Grantee agrees to provide a statement or certificate of insurance evidencing such self-insurance.

6. **Recording.** This Easement shall be recorded in the public records for Palm Beach County, Florida.

7. **Indemnification.** Grantor 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 Grantee 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 Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of the State of Florida.

8. **Interference with Grantor's Business.** From and after the date hereof and continuing in perpetuity, Grantor shall have the right to use the Easement Area in any manner that will not unreasonably interfere with the rights of Grantee contained herein. Grantee shall at no time block access to Grantor's property and shall promptly repair any damage to the Easement Area caused by Grantee.

9. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

10. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.

11. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located.

12. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Grantor:  
New Cingular Wireless PCS, LLC

If to Grantee:  
Palm Beach County

6100 Atlantic Blvd.  
Norcross, GA 30071  
ATTN: Mail Code GAN02

c/o Water Utilities Dept.  
P.O. Box 16097  
West Palm Beach, FL 33416-6097

Copy to: Cingular Wireless LLC  
Site ID: 813770/10023624  
5565 Glenridge Connector, Ste. 1700  
Atlanta, GA 30342  
ATTN: Legal Dept.


13. **Assignment, Sublease, Licensing and Encumbrance.** Grantor has the right, at its sole discretion, to assign its interest in this Easement. However, any such assignment by Grantor shall not affect the rights of Grantee under this Easement. Assignment of this Easement by Grantor shall be effective upon Grantor sending written notice to Grantee at Grantee's mailing address stated above and shall relieve Grantor from any further liability or obligation accruing hereunder. This Easement may not be sold, transferred, sublet or assigned by Grantee without the prior written consent of Grantor, which will not be unreasonably withheld, conditioned or delayed.

14. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

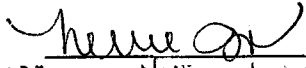
15. **Successors and Assigns.** Except as otherwise provided herein, this Easement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Grantor and Grantee having read the foregoing and intending to be legally bound hereby, have executed this Easement as of the day and year first written above.

  
\_\_\_\_\_  
Witness

GRANTOR: New Cingular Wireless PCS, LLC

By:   
Print Name: Nellie Jabbari  
Print Title: Sr Mgr-Partnerships/MLAs

GRANTEE:

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

ATTEST:

Sharon R. Bock, Clerk and Comptroller

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

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
\_\_\_\_\_  
Department Director

STATE/Commonwealth of Georgia )  
 ) SS:  
COUNTY OF DeKalb )

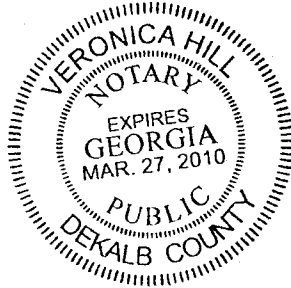
CORPORATE ACKNOWLEDGMENT

On this 15th day of August 2006, before me, the subscriber, a Notary Public in and for said State/Commonwealth and County, personally appeared Nellie Nabhan, the Partner of New Cingular Wireless PCS, LLC, a Delaware limited liability Corp, and in due form of law acknowledged that he/she is authorized on behalf of said Corporation to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said Corporation.

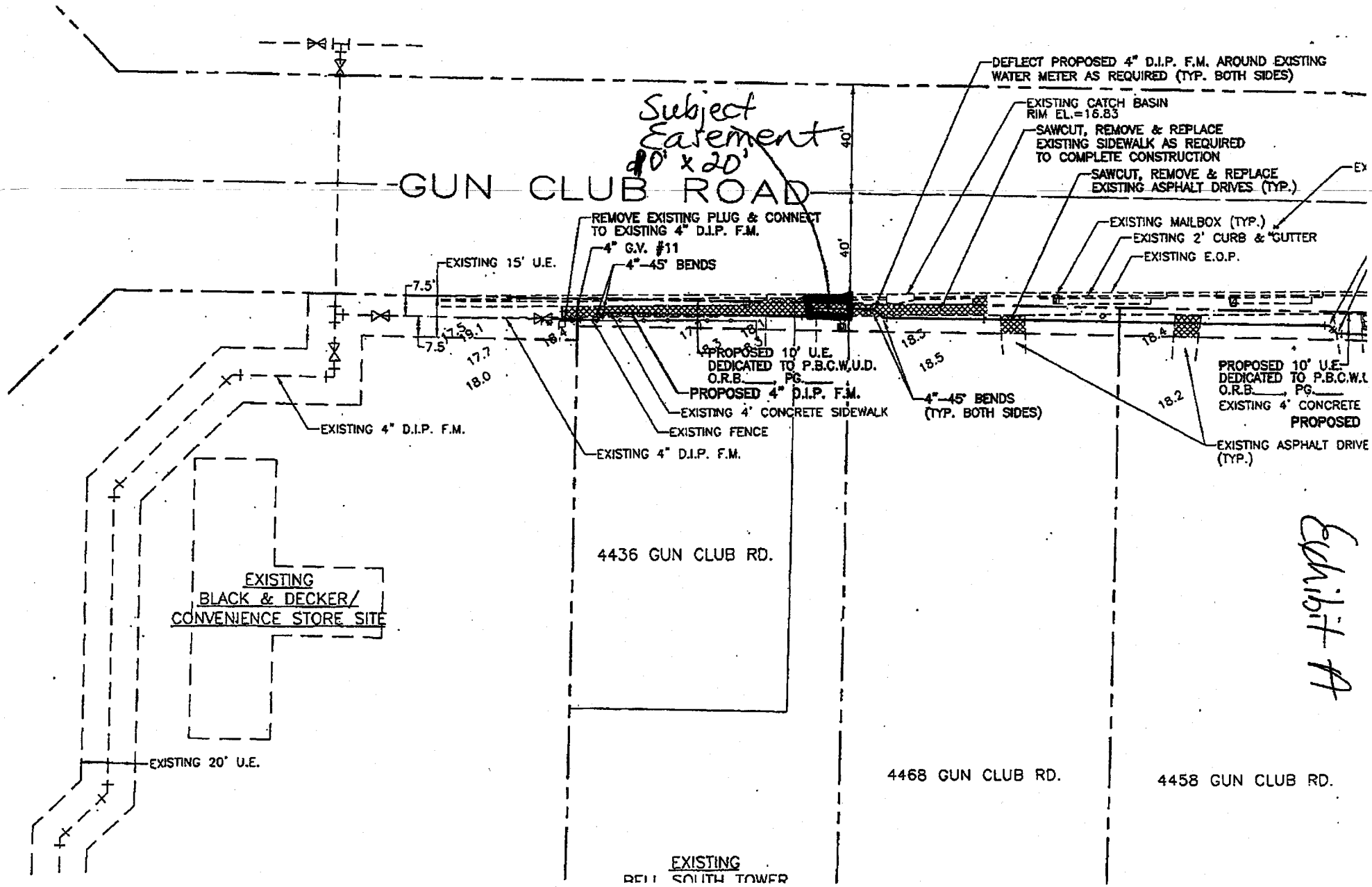
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State/Commonwealth and County on the day and year last above written.

Veronica Hill  
Notary Public

My Commission Expires: 03/27/2010

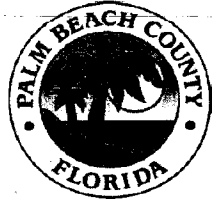


**EXHIBIT "A"**  
**[description of the Easement Area]**



*Exhibit A*

South side of Gun Club Road, east of Military Trail  
Main Replacement  
WUD No. 06-071



Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- Wetlands

