



**II. FISCAL IMPACT ANALYSIS**

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

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

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

No fiscal impact.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

*Elizabeth Blaes* 3/23/07  
 OFMB *vo* 3/27  
*3/22/07*  
*Jim J. Javel* 3/23/07  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 3/26/07  
 Assistant County Attorney

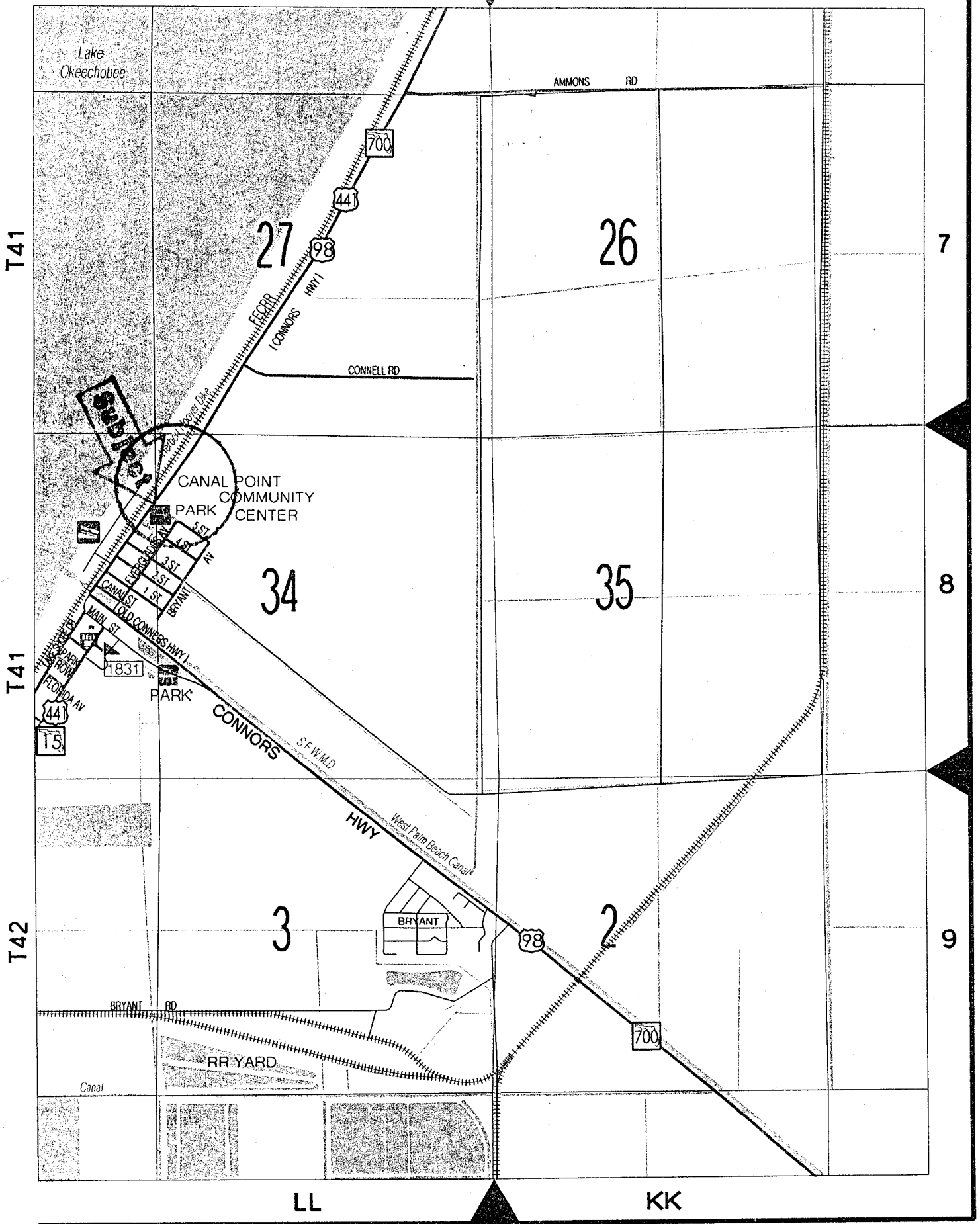
**C. Other Department Review:**

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

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

LL

KK



# ATTACHMENT # 1

## LOCATION MAP



PREPARED BY:  
Howard J. Falcon, III  
County Attorney's Office  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33402-1989

RETURN TO:	Parcel No.	700.1R(03-01-07)
	Item/Segment No.	4138041
<u>Abby Ankeles, PBC PREM</u>	Section No.	93140-2104
<u>Real Estate Specialist</u>	Managing District:	04
<u>3200 Belvedere Bld. 1169</u>	S.R. No.	15(US 98)
<u>West Palm Beach, FL 33406</u>	County:	Palm Beach

### TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, granted by PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), whose address is: Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida 33401, in favor of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida whose address is 3400 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309.

### RECITALS

**WHEREAS**, County owns the real property legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area"), which property is adjacent to State Road 15(U.S. 98,)which road the Department intends to widen in accordance with Department's Financial Project No. 413804-1-52-01. (the "Project").

**WHEREAS**, Department has requested a temporary construction easement from County in order to harmonize the County-owned property adjoining the Easement Area with the Project.

**NOW THEREFORE**, in consideration of the grants, agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. County hereby grants to Department a non-exclusive, temporary construction easement over and upon the Easement Area for the sole purpose of tying in and harmonizing the Easement Area, including but not limited to, the driveways and walkways located thereon, with the Project. Department shall coordinate with County in the event material changes are made to the foregoing plans and specifications. Department shall obtain permits from all applicable regulatory agencies prior to commencement of construction within the Easement Area. Department agrees that any sloping and/or grading within the Easement Area shall not extend beyond the Easement Area and such

**ATTACHMENT # 2** ①

sloping and/or grading shall conform to all existing structural improvements. Department shall diligently pursue the Project to completion. This Easement shall expire on June 30, 2010. In the event of completion of the Project prior to the aforementioned date, this Easement shall automatically expire as of the date of such completion. Notwithstanding the foregoing, Department shall promptly deliver to County a release of easement if so requested by County upon completion of the Project.

3. Prior to exercising the rights conferred hereunder, Department or any party acting as its agent shall locate the utility facilities within the Easement Area and shall contact and coordinate with all utilities that have facilities within the Easement Area. Department shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage arising out of Department's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Area to the condition it was in prior to such damage, using materials of like kind and quality.

4. Department acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that the Department may not utilize the Easement Area for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials. Department further agrees to exercise the rights granted hereunder in a manner which minimizes the impact upon County's use and enjoyment of the Easement Area and County's adjoining property.

5. Neither County's nor Department's interest in the Easement Area shall be subject to liens arising from Department's use of the Easement Area, or exercise of the rights granted hereunder. Department shall promptly cause any lien imposed against the Easement Area to be discharged or transferred to bond.

6. County hereby retains all rights relating to the Easement Area not specifically conveyed by this Easement including the right to use the Easement Area and any improvements now existing or constructed hereinafter therein. County also retains the right to grant to third parties additional easements in the Easement Area or the right to use the improvements therein, so long as the grant of such additional rights will not interfere with the rights granted to Department hereunder.

7. To the extent permitted by law, Department shall indemnify, defend and hold County harmless against any actions, claims or damages arising out of Department's negligence and Department's exercise of the rights granted by this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Department to indemnify County for County's negligence.

8. Department shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Area, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Department shall require its contractors and subcontractors to maintain Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000.00) Each Occurrence for all owned, non-owned and hired automobiles. In the event Department's contractors or subcontractors do not own any automobiles, they shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Except for Workers Compensation and Automobile Liability, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work by Department's contractors and subcontractors pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of Department and/or its contractors and subcontractors under this Easement.

9. Department hereby accepts the Easement Area "As Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Area, and all other easements, restrictions, conditions, encumbrances and other matters of record.

10. 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.

No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof 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.

This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this easement on the date set forth hereinabove.

ATTEST:

SHARON R. BOCK  
Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: REH Anthony Wolf  
Department Director

Signed in the presence of:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Print Signatory's Name)

Its: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
FDOT Attorney

STATE OF FLORIDA

SS:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of the State of Florida Department of Transportation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

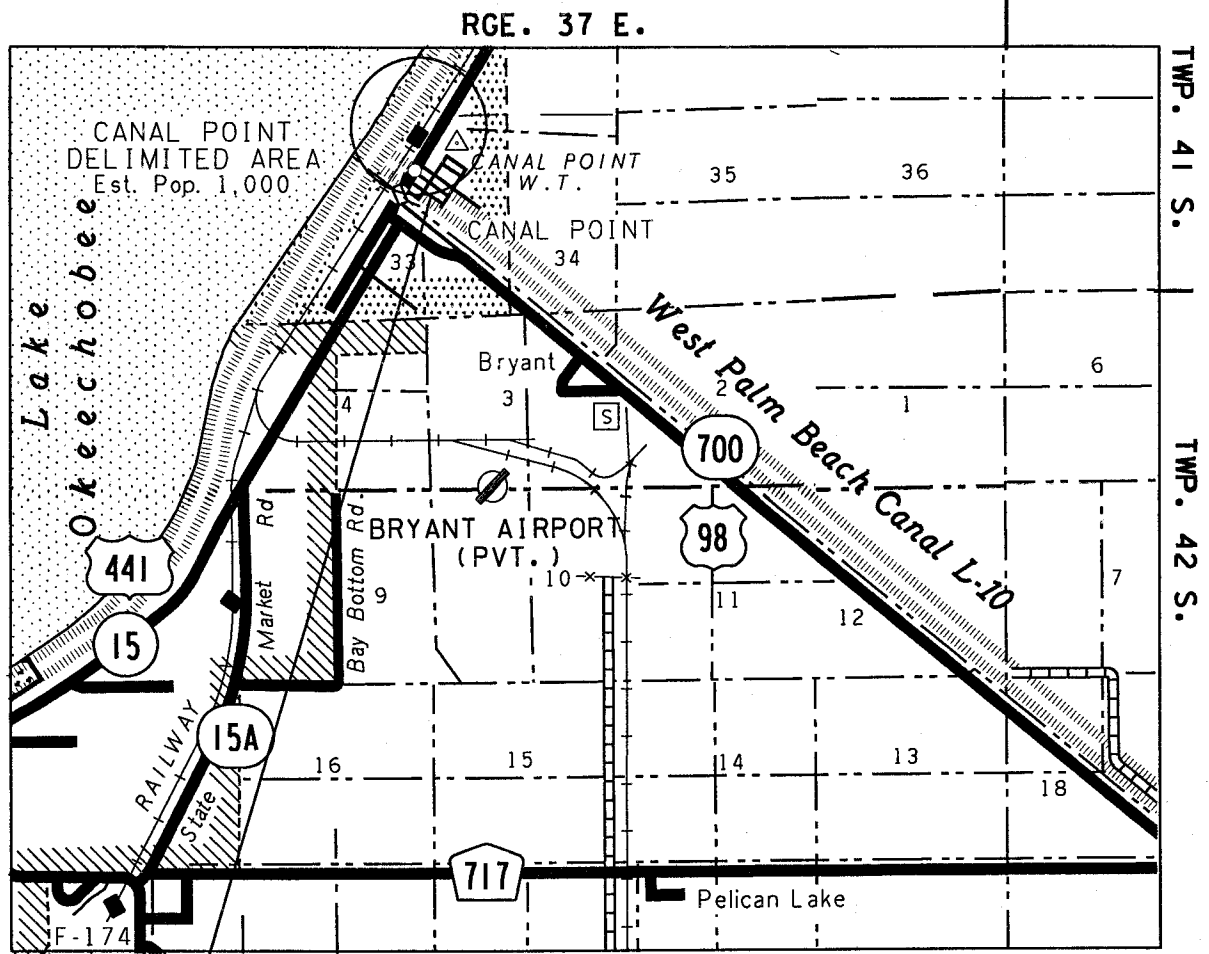
State of Florida at Large

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_



EXHIBIT "A"



PARCEL LOCATION

LOCATION MAP

SCALE: 1" = 1 MILE

LEGEND:

- B - BASELINE
- EXIST. - EXISTING
- P - PROPERTY LINE
- RGE. - RANGE
- R/R - RAILROAD
- R/W - RIGHT OF WAY
- SEC. - SECTION
- S.R. - STATE ROAD
- STA. - STATION
- T.E. - TEMPORARY EASEMENT
- TWP. - TOWNSHIP
- P.B. - PLAT BOOK
- PG. - PAGE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- P.I. - POINT OF INTERSECTION

NOTES:

1. BEARING SHOWN HEREON ARE BASED ON THE CONSTRUCTION PLANS PROJECT NO.: 413804-1-52, SHEET 20.
2. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
3. THIS SKETCH EXISTS FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

NOT A SURVEY

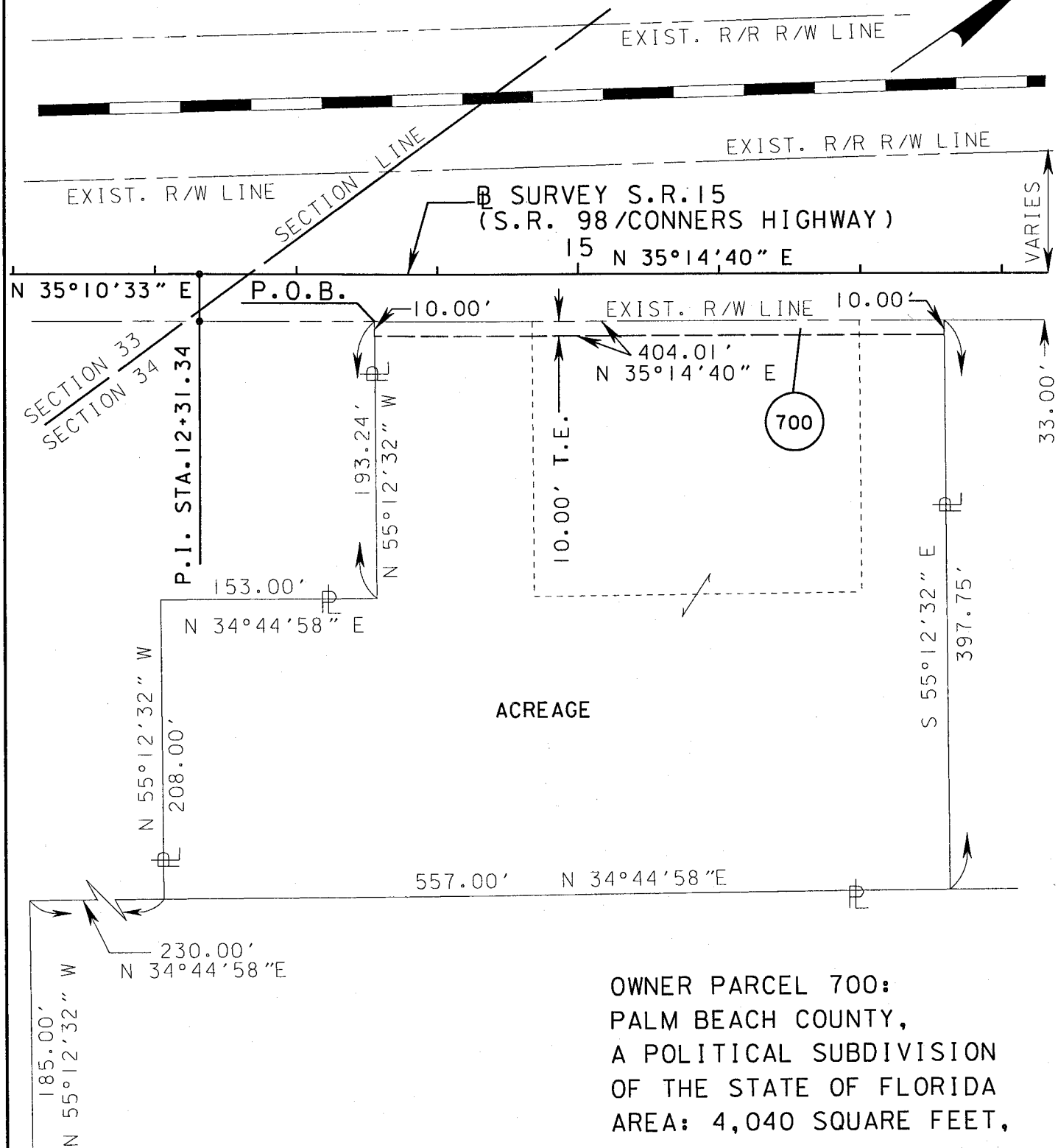
STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 DISTRICT 4  
 RIGHT OF WAY MAPPING  
 3400 WEST COMMERCIAL BLVD.  
 FT. LAUDERDALE, FL 33309  
 (954) 777-4550

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. 15		PALM BEACH COUNTY	
	BY	DATE	APPROVED BY
PRELIM	DURYEA	09-18-06	
FINAL	MORAVA	09-19-06	
CHECKED	HELMER	09-21-06	
MAPS PREPARED BY		FIELD BOOK NO.'S	
F.D.O.T. DISTRICT 4		N/A	
W.P.I. NO. N/A		SCALE: 1" = 1 mile	
ITEM/SEGMENT	413804-1	SECTION	93140-2104 SHEET 1 OF 3

REVISION	BY	DATE



EXHIBIT "A"  
 SEC. 34, TWP. 41 S., RGE. 37 E.



OWNER PARCEL 700:  
 PALM BEACH COUNTY,  
 A POLITICAL SUBDIVISION  
 OF THE STATE OF FLORIDA  
 AREA: 4,040 SQUARE FEET,

P.O.C.  
 EASTERLY CORNER  
 OF THE PIONEER INVESTMENT CO.  
 PLAT NO. 1 OF THE TOWNSITE  
 OF CANAL POINT,  
 P.B. 4, PG. 47

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. 15		PALM BEACH COUNTY	
	BY	DATE	APPROVED BY
PRELIM	DURYEA	09-18-06	
FINAL	MORAVA	09-19-06	
CHECKED	HELMER	09-21-06	
MAPS PREPARED BY F.D.O.T. DISTRICT 4			FIELD BOOK NO.'S
W.P.I. NO. N/A			SCALE: 1" = 100'
REVISION	BY	DATE	ITEM/SEGMENT 413804-1 SECTION 93140-2104 SHEET 2 OF 3



Item/Segment No. 4138041      **EXHIBIT "A"**  
 Parcel No. 700      (Section No. 93140-2104)  
 State Road 15/U.S. 98  
 Palm Beach County

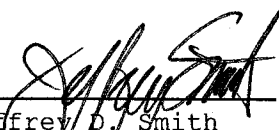
A portion of land lying in Section 34, Township 41 South, Range 37 East, Palm Beach County, Florida; said portion being adjacent to and Southeasterly of the Southeasterly Existing Right of Way Line for State Road 15 (U.S. 98/Conners Highway), being more particularly described as follows:

Commence at the Easterly Corner of the PIONEER INVESTMENT COMPANY PLAT NO. 1 OF THE TOWNSITE OF CANAL POINT, according to the plat thereof as recorded in Plat Book 4, Page 47, of the Public Records of Palm Beach County, Florida; thence North 55°12'32" West, a distance of 185.00 feet; thence North 34°44'58" East, a distance of 230.00 feet; thence North 55°12'32" West, a distance of 208.00 feet; thence North 34°44'58" East, a distance of 153.00 feet; thence North 55°12'32" West, a distance of 193.24 feet to a point on said Southeasterly Existing Right of Way Line for State Road 15 (U.S. 98/Conners Highway) and the POINT OF BEGINNING; thence North 35°14'40" East along said Southeasterly Existing Right of Way Line, a distance of 404.01 feet; thence South 55°12'32" East, a distance of 10.00 feet; thence South 35°14'40" West along a line 10.00 feet Southeasterly of and parallel to said Southeasterly Existing Right of Way Line, a distance of 404.01 feet; thence North 55°12'32" West, a distance of 10.00 feet to the POINT OF BEGINNING.

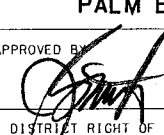
Containing 4,040 square feet, more or less.

I hereby certify that to the best of my knowledge and belief the attached legal description of Parcel No. 700 as shown on the Right of Way Parcel Sketch for State Road 15 (U.S. 98)/Conners Highway, Item/Segment No. 4138041, Section No. 93140-2104 is true, accurate and was prepared under my direction.

I further certify that said legal description is in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers pursuant to Section 472.027 Florida Statutes.

  
 Jeffrey D. Smith  
 Florida Surveyor and Mapper No. 4805  
 Date: 2/16/07  
 Florida Department of Transportation  
 Not valid unless signed and sealed

NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING			
RIGHT OF WAY PARCEL SKETCH			
STATE ROAD NO. 15		PALM BEACH COUNTY	
	BY	DATE	APPROVED BY
PRELIM	DURYEA	09-18-06	
FINAL	MORAVA	09-19-06	
CHECKED	HELMER	09-21-06	
MAPS PREPARED BY			FIELD BOOK NO.'S
F.D.O.T. DISTRICT 4			N/A
W.P.I. NO. N/A			SCALE: N/A
REVISION	BY	DATE	ITEM/SEGMENT 413804-1 SECTION 93140-2104 SHEET 3 OF 3