

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# 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:

Jim Dink 5-2-07

 OFMB CN 5-2-07
5/2/07

Ann J. Jurek 5/3/07

 Contract Development and Control
Ann 5/3/07

B. Legal Sufficiency:

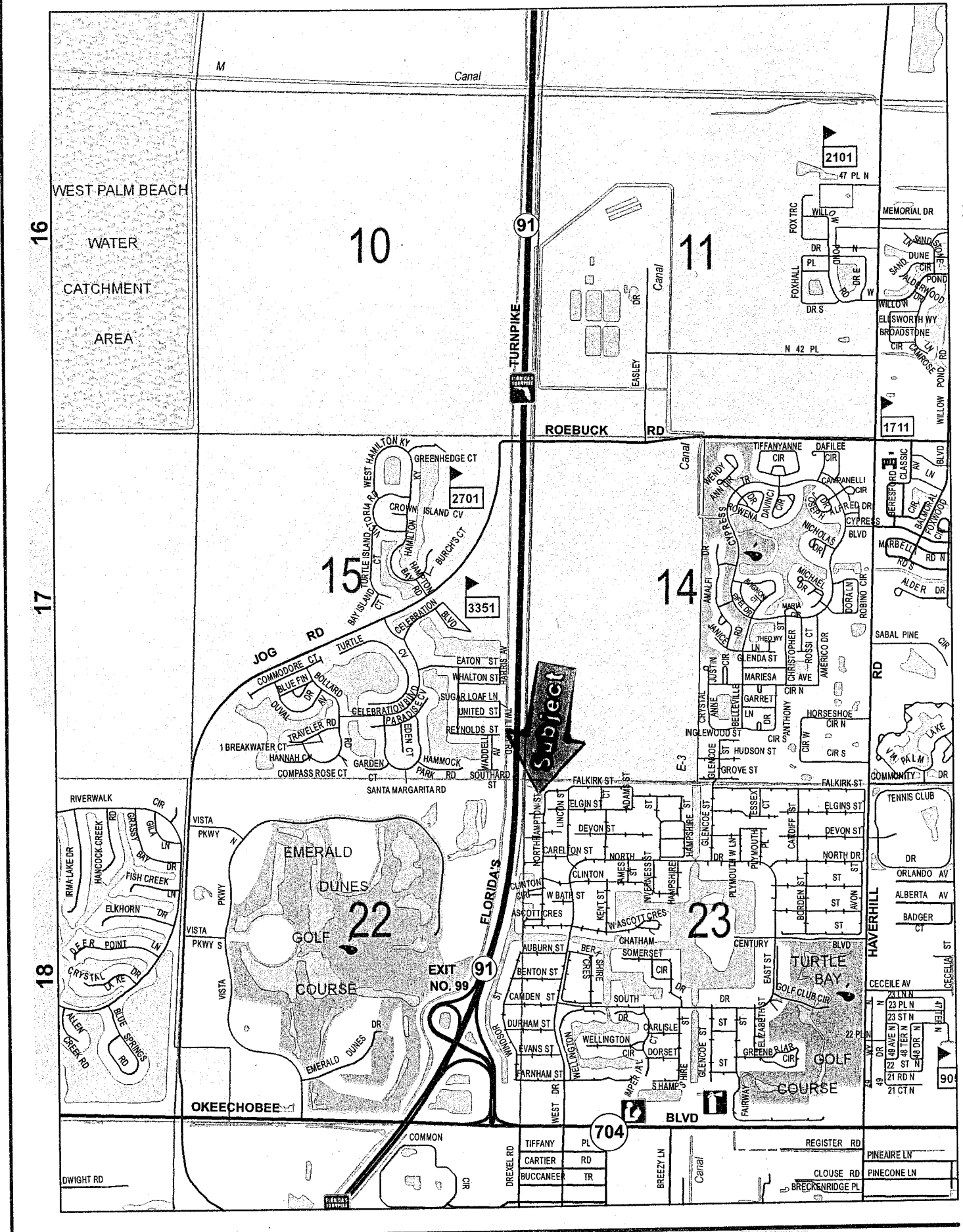
James Brubaker

 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP

ATTACHMENT # 1



Prepared by & Return to:
David Kuzmenko, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, Florida 33406-1544

PCN: 00-42-43-23-00-000-3010

UTILITY EASEMENT AGREEMENT

This EASEMENT is granted _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, ("Grantor"), and FLORIDA POWER & LIGHT COMPANY, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, ("Grantee").

WITNESSETH:

That said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") for the construction, operation and maintenance of a pad-mounted transformer and underground electric utility facilities, including wires, cables, conduits, appurtenant equipment (the "Facilities") to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as the size of and remove such Facilities or any of them within an easement upon, under and across the following described real property (the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida to wit:

Page 1 of 3

ATTACHMENT # 2

**See legal description/site sketch marked Exhibit "A"
attached hereto and made a part hereof**

Together with the right to permit any other person, firm or corporation to lay cable and conduit within the Easement Premises and to operate the same for communications purposes.

Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises; and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.

3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its underground cables and equipment within the Easement Premises at all times during the term hereof.

4. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent

that such does not interfere with the rights granted herein.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

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

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: *Keith Anthony Wolf*
Department Director

Exhibit "A"

Legal Description/Site Sketch

15' FLORIDA POWER AND LIGHT CO. UTILITY EASEMENT

A PORTION OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.

**FOR PROPERTY CONTROL #
00-42-43-23-00-000-3010**

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE WEST 300 FEET OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°24'44" EAST ALONG THE NORTH LINE OF SAID SECTION 23, FOR A DISTANCE OF 300.00 FEET; THENCE SOUTH 01°27' 31" WEST ALONG A LINE PARALLEL WITH AND 300.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 23, FOR A DISTANCE OF 246.58 FEET TO THE BEGINNING OF A EASEMENT 15.00 FEET IN WIDTH LYING 7.50 FEET TO THE LEFT AND 7.50 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE OF EASEMENT (THE SIDES OF SAID EASEMENT SHOULD BE LENGHTENED AND/OR SHORTENED AS TO MAKE THIS A CONTINUOUS EASEMENT); THENCE NORTH 27°05' 52" WEST, FOR A DISTANCE OF 60.28 FEET TO THE POINT OF TERMINATION OF THIS CENTERLINE EASEMENT.

NOTES:

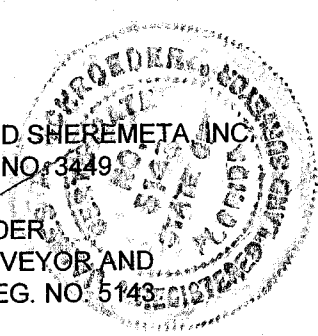
- 1) THIS SKETCH AND LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY (THIS IS NOT A SURVEY).
- 2) REPRODUCTIONS OF THIS SKETCH AND LEGAL DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS NOT ABSTRACTED FOR EASEMENTS AND OR RIGHTS OF WAY OF RECORD OTHER THAN SHOWN.
- 4) SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- 5) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PER PALM BEACH COUNTY SURVEY DEPARTMENT, AS REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983 (ADJUSTMENT OF 1990) HAVING A BEARING OF SOUTH 88°24'44" EAST,

LEGEND:

HWS	HELLER WEAVER AND SHEREMETA, INC.
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE

HELLER WEAVER AND SHEREMETA, INC.
FLORIDA STATE L.B. NO. 3449

BY: JAMES SCHROEDER
PROFESSIONAL SURVEYOR AND
MAPPER FLORIDA REG. NO. 5143

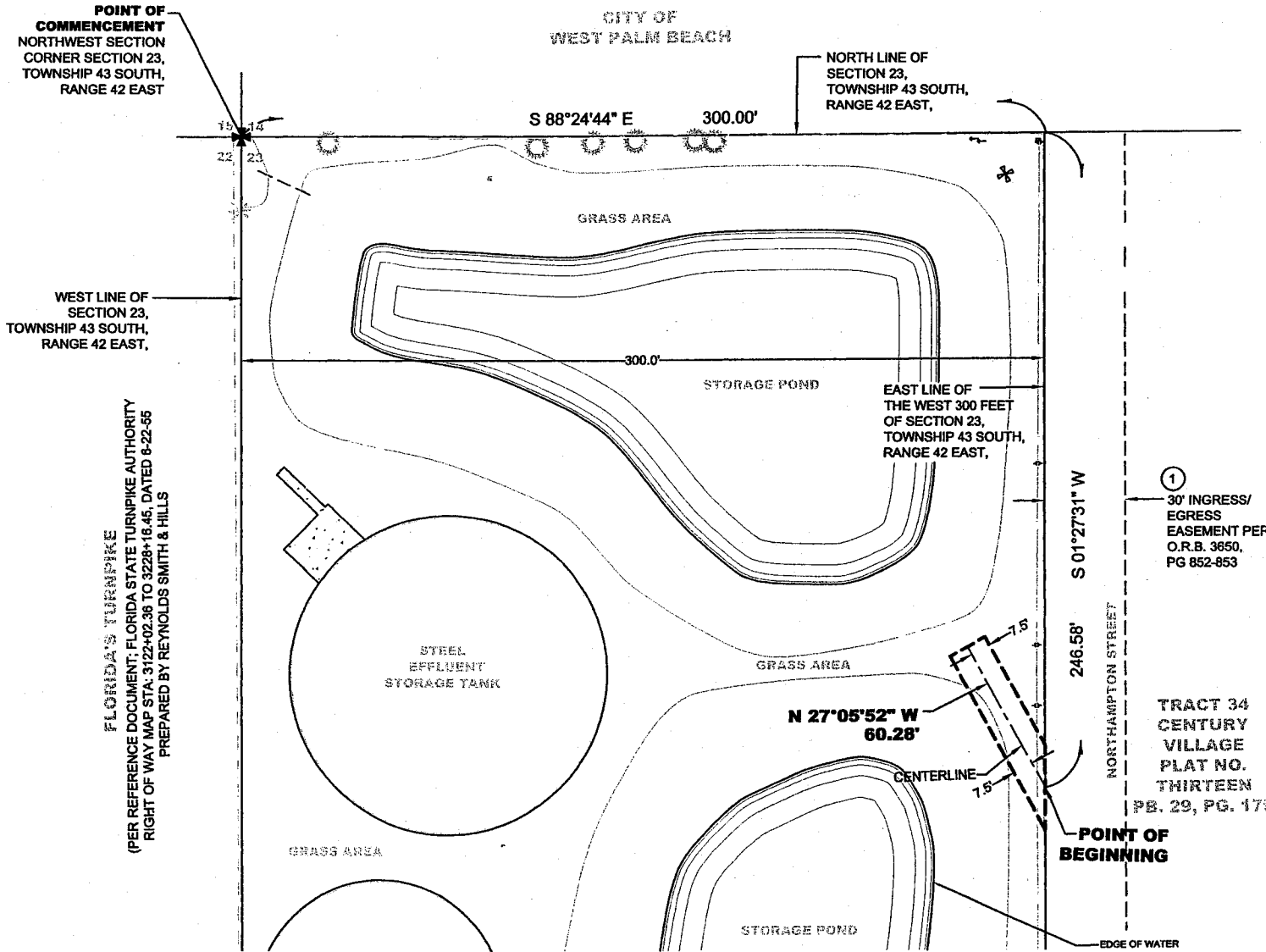
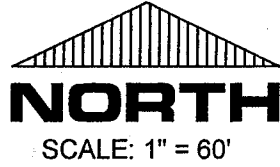


REVISIONS	 E.B. NO. 0003449 L.B. NO. 0003449	Heller - Weaver and Sheremeta, inc. Engineers ... Surveyors and Mappers 310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483 (561) 243-8700 - Phone (561) 243-8777 - Fax	DATE:	4/5/07
			SCALE:	
			DRAWN BY:	W. ROLLE
			CHECKED BY:	J SCHROEDER
			SHEET:	1 OF 2
	JOB NO.	07-15457.014		

15' FLORIDA POWER AND LIGHT CO. UTILITY EASEMENT

A PORTION OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.

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FLORIDA'S TURNPIKE
 (PER REFERENCE DOCUMENT; FLORIDA STATE TURNPIKE AUTHORITY
 RIGHT OF WAY MAP STA. 3122+02.38 TO 3228+16.46, DATED 8-22-95
 PREPARED BY REYNOLDS SMITH & HILLS

LEGEND:

HWS HELLER WEAVER AND SHEREMETA, INC.
 O.R.B. OFFICIAL RECORD BOOK
 P.B. PLAT BOOK
 PG. PAGE

REVISIONS
① 4/25/07: REVISE O.R.B. PER P.R.E.P.



E.B. NO. 0003449
L.B. NO. 0003449

Heller - Weaver and Sheremeta, inc.
 Engineers ... Surveyors and Mappers
 310 S.E. 1st Street, Suite 4 Delray Beach, Florida 33483
 (561) 243-8700 - Phone (561) 243-8777 - Fax

DATE:	4/5/07
SCALE:	1" = 60'
DRAWN BY:	W. ROLLE
CHECKED BY:	J SCHROEDER
SHEET:	2 OF 2
JOB NO.	07-15457.014