

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>0</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:

[Signature] 5.22.07
 OFMB *[Signature]* 5/21/07

[Signature] 5/23/07
 Contract Development and Control
[Signature] 5/23/07

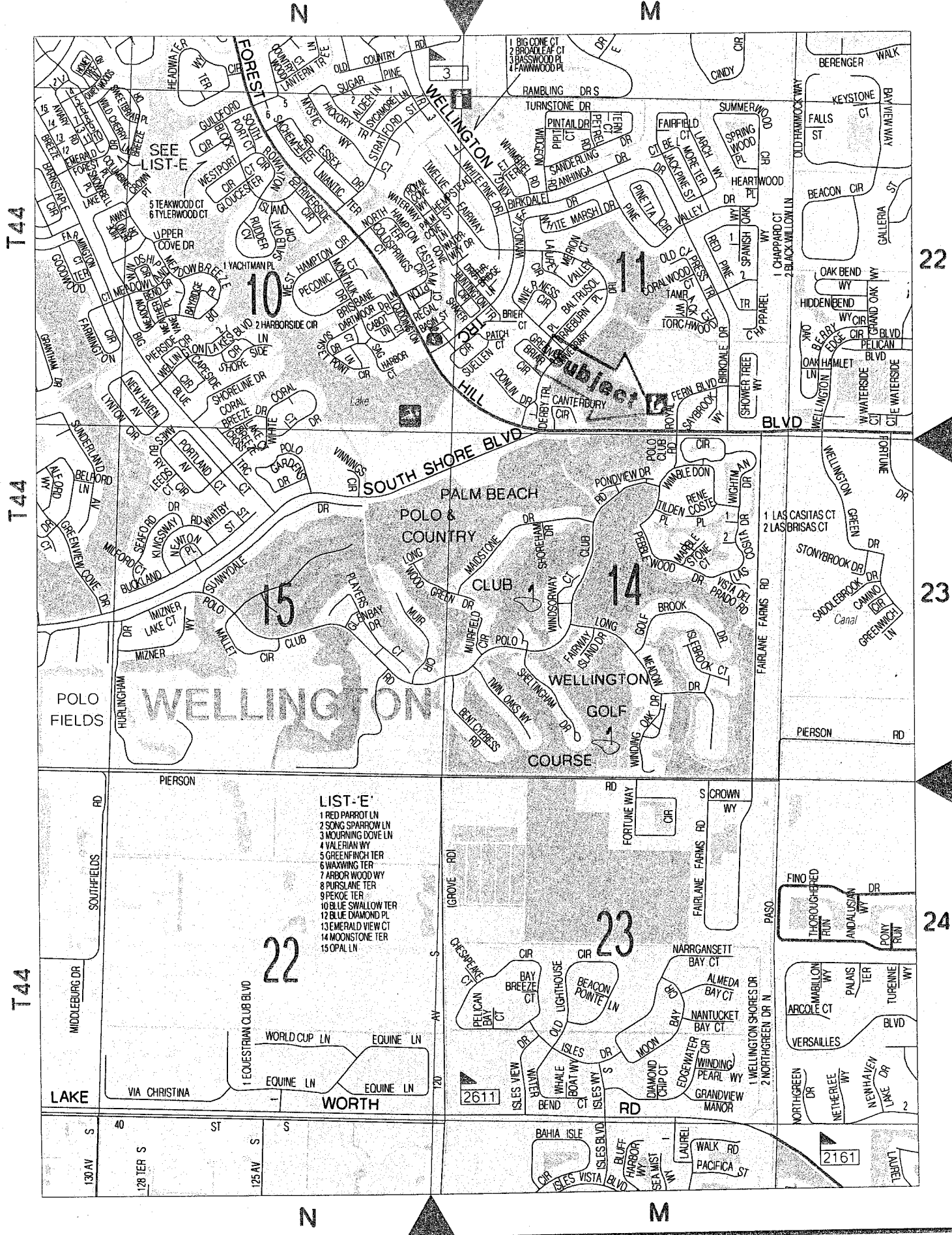
B. Legal Sufficiency:

[Signature] 5/24/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LIST-E

- 1 RED PARROT LN
- 2 SONG SPARROW LN
- 3 MORNING DOVE LN
- 4 VALERIAN WY
- 5 GREENFINCH TER
- 6 WAXWING TER
- 7 ARBOR WOOD WY
- 8 PURSLANE TER
- 9 PEKOE TER
- 10 BLUE SWALLOW TER
- 12 BLUE DIAMOND PL
- 13 EMERALD VIEW CT
- 14 MOONSTONE TER
- 15 OPAL LN

LOCATION MAP
 ATTACHMENT #1

II

**GRANT OF EASEMENT
for
Wellington Branch Library**

THIS EASEMENT, executed this _____ day of _____, 20____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, with offices at 301 North Olive Avenue, West Palm Beach, FL 33401, (hereinafter referred to as the "GRANTOR"), and the VILLAGE OF WELLINGTON, a municipal corporation, and the ACME IMPROVEMENT DISTRICT, a dependent special district thereof, having their principal place of business at 14000 Greenbriar Blvd., Wellington, Florida 33414 (hereinafter referred to collectively as "GRANTEE").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, as well as for the undertakings by the GRANTEE as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to GRANTEE an exclusive easement for the purposes of installing and maintaining a potable water distribution system on, in, over, and under the following described real property attached hereto and incorporated herein as Exhibit "A".

Said exclusive easement shall be used by GRANTEE for access to, and further for use by GRANTEE for the construction, operation, and maintenance of a potable water distribution system, and removal of the equipment, pipes and mains from time to time placed on or under said easement, and to excavate ditches or trenches for the location and placement of such potable water distribution system as may be necessary for the construction, operation, and maintenance of such system, and any lateral or necessary connection lines, pipes, or mains.

The GRANTOR, its successors and assigns, shall not plant any plants (other than grass) or build any structure in the easement area unless approved by GRANTEE. The GRANTOR, its successors, and assigns shall be responsible for maintaining all grass and all other permitted plans and structures within the easement without recourse to the GRANTEE.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, GRANTEE shall indemnify, defend and hold harmless GRANTOR against any actions, claims or damages arising out of GRANTEE's negligence in connection with its use of the easement premises, and to the extent permitted by law, GRANTOR shall indemnify, defend and hold harmless GRANTEE against any actions, claims, or damages arising out of GRANTOR's negligence in connection with the easement premises. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such party's negligent, willful or intentional acts or omissions.

Where the context of this Easement allows or permits, the same shall include the successors or assigns of the parties.

This Easement shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees.

This Easement shall be governed by the laws of the State of Florida as now and hereafter in force.

The venue of any litigation arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the undersigned has signed and sealed this document on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

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: Richard Anthony Wolf
Department Director

G:\Real Estate Development\Open Projects\Wellington Library-jb\Water
Easement\Water main easement (VoW).005.rev 04.27.07.JB app 050107.doc

Exhibit "A"
Easement Premises

A STRIP OF LAND 12.00 FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES BEING A PORTION OF TRACT C, BIRKDALE CIVIC SITE REPLAT NO. ONE AS RECORDED IN PLAT BOOK 100, PAGE 130, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LOT 1, BIRKDALE CIVIC SITE AS RECORDED IN PLAT BOOK 71, PAGE 112, OF SAID PUBLIC RECORDS IN SECTION 11, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT F, BIRKDALE CIVIC SITE REPLAT NO. ONE AS RECORDED IN PLAT BOOK 100, PAGE 130, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

THENCE N 00°11'35" E ALONG THE WEST LINE OF SAID TRACT F A DISTANCE OF 10.25 FEET TO THE BEGINNING OF SAID CENTERLINE:

THENCE N 89°23'30" W A DISTANCE OF 281.00 FEET:

THENCE S 00°36'30" W AT RIGHT ANGLES TO THE PREVIOUS COURSE A DISTANCE OF 9.00 FEET TO THE END OF SAID CENTERLINE.

SURVEYORS REPORT:

BEARINGS CITED ARE ASSUMED. THE WEST LINE OF TRACT F, BIRKDALE CIVIC SITE REPLAT NO. 1 BEARS N 00°11'35" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

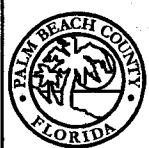
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

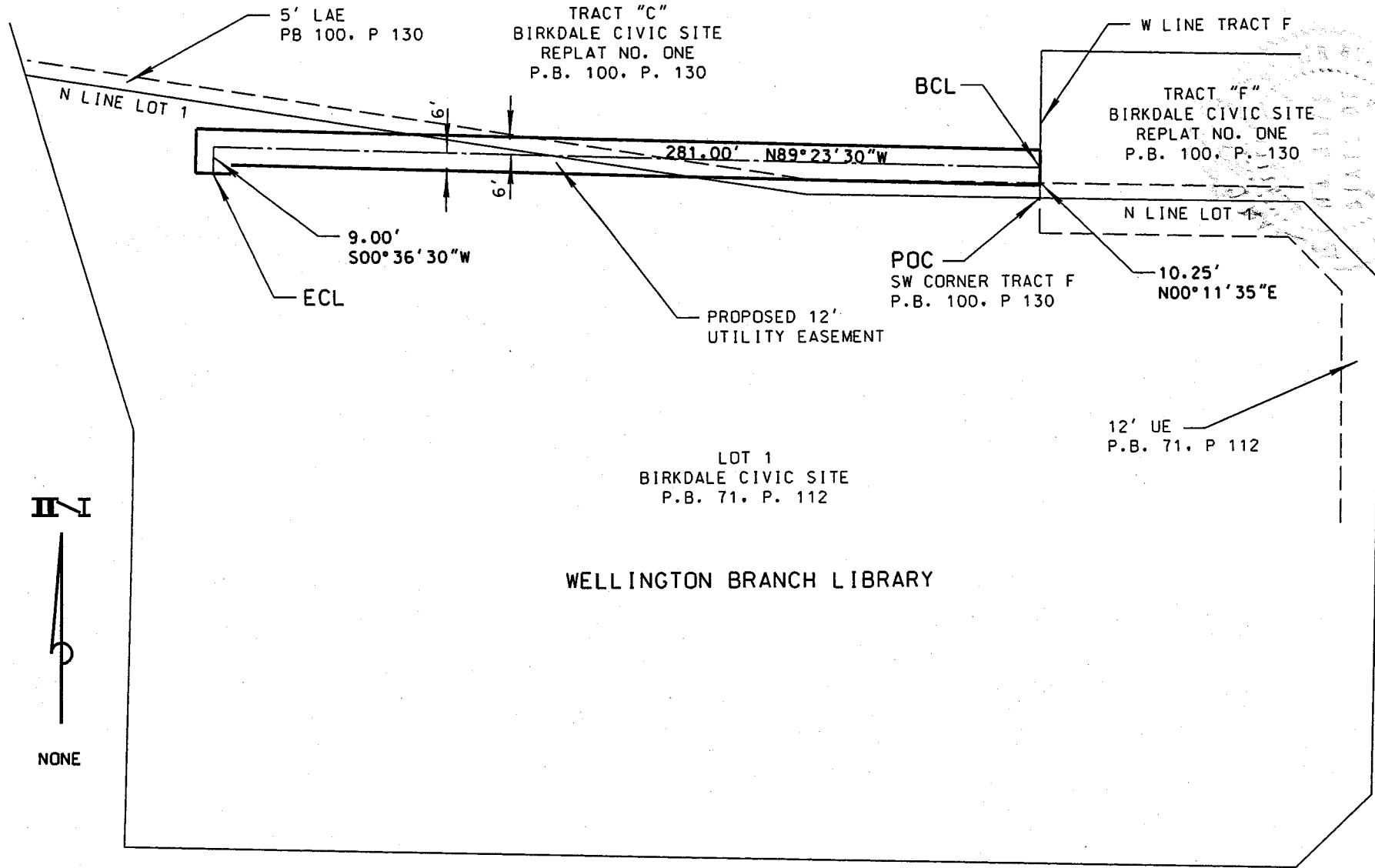
THIS INSTRUMENT PREPARED BY WILLIAM ETHERIDGE, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 N JOG RD, WEST PALM BEACH, FL 33411-2745.

W. C. Etheridge

PROJECT NO. 2007018-03	SHEET: 1 OF: 2	PROJECT: DESCRIPTION SKETCH WELLINGTON BRANCH LIBRARY 12' UTILITY EASEMENT SECTION 11, TWP 44S, RGE 41E		DATE DRAWN: 11/15/06 CHECKED: GWM	SCALE: APPROVED: WCE DRAWN: CAD CHECKED: GWM	NO.	REVISION	BY	DATE
		DESIGN FILE NAME S-1-06-2558.DGN	DRAWING NO. S-1-06-2558				1	CHANGED WIDTH TO 12'	W C E
				FIELD BOOK NO. NONE					



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



NONE

- LEGEND
- POC = POINT OF COMMENCEMENT
 - BCL = BEGIN CENTERLINE
 - ECL = END CENTERLINE
 - P.B. = PLAT BOOK
 - LAE = LIMITED ACCESS EASEMENT
 - UE = UTILITY EASEMENT