

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 19, 2007 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Release of Utility Easements on land owned by Lowe's Home Centers, Inc.

Summary: This document will release the County's interest in utility easements recorded in the Official Records of Palm Beach County in Book 3785 Page 1027; Book 3785 Page 1032; Book 6009 Page 1130; Book 5897 Page 1349; and Book 17022 Page 1705. The Water Utilities Department has determined that these easements are no longer needed, and therefore recommends the release.

WUD 07-090

District 2

(JMB)

Background and justification: The following agreement was entered into and the following easements were granted to accommodate potable water and wastewater facilities located on the proposed Lowe's Improvement Center property on Okeechobee Boulevard, west of Military Trail, as follows:

1. Agreement between MCL Associates and TRU Realty dated June 30, 1982.
2. Grant of Easement from MCL Associates and TRU Realty dated August 30, 1982.
3. Utility Easement Agreement between MCL Associates and Meadowbrook Utility Systems dated December 7, 1988.
4. Utility Easement Agreements between Toys 'R 'Us and Meadowbrook Utility Systems dated December 5, 1988.
5. Utility Easement granted by 4663 Okeechobee Boulevard, LLC to Palm Beach County dated May 18, 2004.

Palm Beach County is the successor water and sewer utility for Meadowbrook Utility Systems since 1988. Lowe's Home Centers, Inc. purchased the property in July 2005 (ORB 19037, Page 1638) and is proposing a home improvement center. As part of the site development, the existing water and sewer utilities will be abandoned and removed. Lowe's Home Centers, Inc. will install new water and sewer improvements to serve the property in accordance with current PBCWUD Standards. The release of the existing easements will allow Lowe's Home Centers, Inc. to proceed with the land development process to obtain a Building Permit.

Attachments:

1. Two (2) original Release of Utility Easements
2. Location Map
3. Copies of easement documents being released, found at the following ORB/Page Number:
 - A. Book 3785 Page 1027
 - B. Book 3785 Page 1032
 - C. Book 6009 Page 1130
 - D. Book 5897 Page 1349
 - E. Book 17022 Page 1705

Recommended By: Lisha L. Pica 05/22/07
Department Director Date

Approved By: Shanna G. [Signature]
Assistant County Administrator Date

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 Dept Unit Object

Is Item Included in Current Budget? Yes ___ No ___

Reporting Category N/A

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

N/A

C. Department Fiscal Review: By Ego

III. REVIEW COMMENTS

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

<p><u>Jim Dool 5-29-07</u> OFMB CN 5/25/07 CN 5/24/07</p>	<p><u>James J. Jacoby 5/29/07</u> Contract Development and Control</p>
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B. Legal Sufficiency:

James Brinko 5/30/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: ADAM GALICKI, ENGINEERING,
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

RELEASE OF UTILITY EASEMENTS

THIS RELEASE OF UTILITY EASEMENTS, executed this 19 day of June 2007, by Palm Beach County, a political subdivision of the State of Florida, first party, c/o Water Utilities Department, 8100 Forest Hill Blvd, West Palm Beach, Florida 33413, to Lowe's Home Centers, Inc. whose address is Highway 268 East, East Dock, North Wilkesboro, North Carolina, 28659, second party:

WITNESSETH:

THAT the first party, for and in consideration of the sum of \$10.00 (Ten Dollars) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby terminate, renounce, and release any and all of its rights, title and interest in and to those UTILITY EASEMENTS, recorded in the Public Records of Palm Beach County, Palm Beach, Florida, as follows:

- A. Book 3785, Page 1027;
- B. Book 3785, Page 1032;
- C. Book 6009, page 1130;
- D. Book 5897, Page 1349;
- E. Book 17022, Page 1705, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF the first party has caused this RELEASE OF UTILITY EASEMENT to be executed as of the day and year first written above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

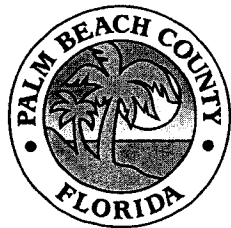
PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: James Brubaker
County Attorney



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

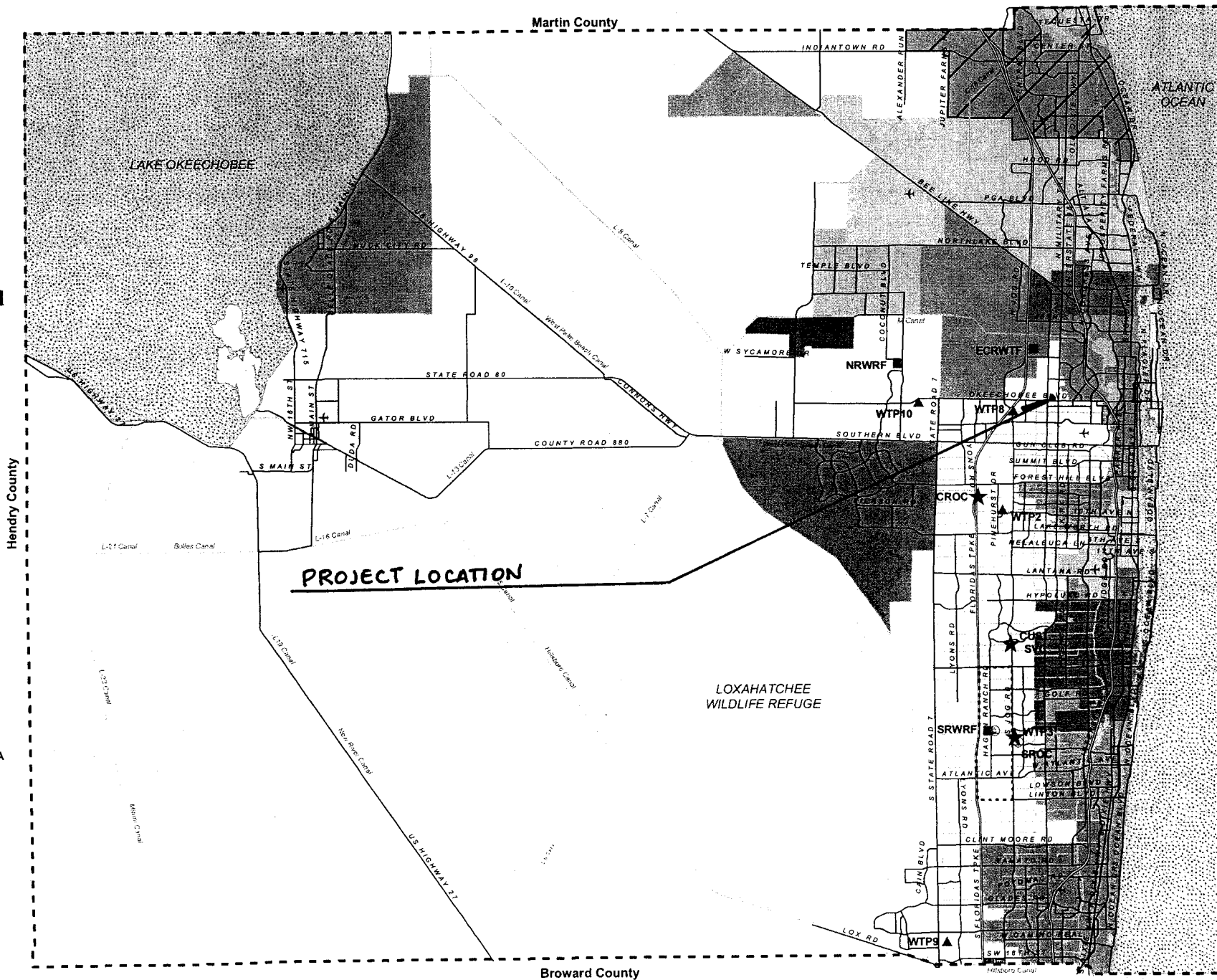
Attachment 2

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- Wetlands



NOT TO SCALE



Attachment 3

Boose, C. Klein

A

AGREEMENT

THIS AGREEMENT made this 30th day of June, 1982 by and between MCL ASSOCIATES LTD., a New York limited partnership, hereinafter referred to as "MCL" whose address is 13201 N.E. 16th Avenue, North Miami, Florida 33181 and TRU REALTY CORPORATION, a Delaware corporation, hereinafter referred to as "Tru" whose address is 395 West Passaic Street, Rochelle Park, New Jersey 07662.

WITNESSETH:

WHEREAS, MCL is the owner of real property in Palm Beach County, Florida described on the attached Exhibit A; and

WHEREAS, Tru is the owner of real property in Palm Beach County, Florida described on the attached Exhibit B; and

WHEREAS, MCL has entered into a Contract with Meadowbrook Utilities for utility service to its site and in conjunction therewith has installed a sewage lift station on its property; and

WHEREAS, Tru being a neighboring property owner is desirous of hooking up to MCL's lift station and bearing the costs therefore.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration and the mutual covenants set forth herein, the parties agree as follows:

1. Tru agrees to pay to MCL the sum of \$15,000.00 simultaneously with the execution of this Agreement as payment for allowing Tru to hook-up to MCL's lift station and for a grant of easement so that Tru may run its utility lines from its property (Exhibit "B") across MCL's property (Exhibit "A") as described hereinabove to said lift station.

2. The easement to be granted to Tru by MCL is described in the attached Exhibit "C". Tru agrees to bear the sole cost of all installation of said utility lines and to

82 139364

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21.60

B3785 P.1027

maintain the same and further agrees to repair and replace MCL's premises in its original condition after installation of the utility lines and to indemnify and save harmless MCL from any claims for damages incurred during the installation of the utility lines by Tru.

3. It is understood by and between the parties that maintenance responsibility for the utility lines after their installation and the lift station will be borne by Meadowbrook Utilities and not the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Michael S. Lumolo

TRU REALTY CORPORATION, a Delaware corporation

By: [Signature]
PRESIDENT

[Signature]

MCL ASSOCIATES LTD. a New York limited partnership

By: [Signature]
GENERAL PARTNER

[Signature]

Nilsa Pagan

STATE OF FLORIDA
Dade
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared David Lipsich, known to be to be the General Partner of the corporation named herein, who acknowledged that under authority duly vested in him by said corporation, executed the foregoing document.

WITNESS my hand and official seal this 30th day of June, 1982.

[Signature]
Notary Public

My commission expires

STATE OF NEW JERSEY
COUNTY OF BERGEN

NOTARY PUBLIC STATE OF FLORIDA
EXPIRES 03/24/1985
MY COMMISSION EXPIRES MAR 24 1985

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Norman Ricken, known to be the President of the corporation named herein, who acknowledged that under authority duly vested in him by said corporation, executed the foregoing document.

WITNESS my hand and official seal this 13th day of July, 1982.

[Signature]
Notary Public

My commission expires:

ROXANNE LANGIERI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 14, 1986

83785 P1028

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4,
(Less the East 50 feet of the South 135 feet and the South 81 feet) of Section 24,
Township 43 South, Range 42 East, Less, Also, those lands described in right-of-way
deed recorded in Official Records Book 2318, Page 1728, of the Public Records of
Palm Beach County, Florida, and subject to all other easements, restrictions and
reservations of record.

B3785 P1029

Exhibit "A"

pg. 3

All those certain tracts of land situate, lying and being in the County of Palm Beach, State of Florida, and more particularly described as follows:

The West three-Quarters (W3/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), less the south 81 feet for Road Right-of-Way, Section 24, Township 43 South, Range 42 East, Palm Beach County, Florida, consisting of 6.76 acres

and

The East 50 feet of the South 135 feet of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), of the Southwest Quarter (SW 1/4), less the south 81 feet for Road Right-of-Way, Section 24, Township 43 South, Range 42 East, Palm Beach County, Florida, consisting of .06 acres.

B3785 P1030

Exhibit "B"

Pg. 4

DESCRIPTION

A certain 12 foot utility easement lying in Section 24, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of Section 24, Township 43 South, Range 43 East, Palm Beach County, Florida; thence (the South line of Section 24 is assumed to bear West and all other bearings are relative thereto) West along the South line of Section 24, a distance of 1348.8 feet; thence North 00°50'00" East a distance of 567.89 feet to the POINT OF BEGINNING; thence North 21°40'00" West along the centerline of said easement, a distance of 87.1 feet more or less to an existing manhole, said manhole being the terminus of the above described easement.

EXHIBIT "C"

B3785 P1031

PRINTED

Record Verified
Palm Beach County, Fla.
John B. Dinkie
Clerk Circuit Court

AUG 19 1982

Robert E. Owen

Field Design	Field Book Pg.	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS West Palm Beach, Florida	Scale	Sheet 2	A-26261
Drawn L. EISADTT	Work Order No. 82-094		Date	Of 2	
Checked RPE			Aug. 1982		

Form 176 (2-80)

Pg. 5

GRANT OF EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS INDENTURE made and entered into on this 30th day of August, 1982, by and between MCL ASSOCIATES, LTD., a New York limited partnership, whose address is 13201 N.E. 16th Avenue, North Miami, Florida 33181, Grantor; and TRU REALTY CORPORATION, a Delaware corporation, whose address is 395 West Passaic Street, Rochelle Park, New Jersey 07662, Grantee;

WHEREAS, the Grantor is seized in fee simple and in possession of lands lying in Section 24, Township 43 South, Range 42 East and that particular portion of it described below, and

WHEREAS, Grantor has a sewage lift station located on its property and has agreed to permit Grantee to run its utility lines over its property, and

WHEREAS, Grantor has agreed in consideration of the sum of Ten Dollars and other good and valuable consideration to grant to Grantee and all other persons claiming by, through or under Grantor, its predecessors in title, or its heirs, assigns or legal representatives by virtue of any deeds of conveyances describing land located in Section 24, Township 43 South, Range 42 East, an easement for utility distribution and collection lines over the land described below for the purposes and in the manner expressed below;

960
45

NOW, THIS INDENTURE WITNESSETH:

That, in pursuance of this agreement and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants unto Grantee, its heirs and assigns, full and free right and liberty for them and their licensees, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee for the specific purposes, more

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B3785 P1032

00.451

particularly described as follows:

A certain 12 ft utility easement lying in Section 24, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 24, Township 43 South, Range 43 East, Palm Beach County, Florida; thence (the South line of Section 24 is assumed to bear West and all other bearings are relative thereto) West along the South line of Section 24, a distance of 1348.8 feet; thence North 00°50'00" East a distance of 567.89 feet to the POINT OF BEGINNING; thence North 21°40'00" West along the centerline of said easement, a distance of 87.1 feet more or less to an existing manhole, said manhole being the terminus of the above described easement.

TO HAVE AND TO HOLD the easement or right-of-way hereby granted unto Grantee, its heirs and assigns as described above as appurtenant to the land of the Grantee and those likely situated and every part of it.

It is understood that the easement is given upon the express understanding and condition that it may be used by Grantor, its heirs, executors, administrators and assigns in conjunction with the use of Grantee, its heirs and assigns.

IN WITNESS WHEREOF, Grantor has set its hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

MCL ASSOCIATES, LTD.

John Leonard
Karen Richburg

By David Lipsich

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ DADE

I hereby certify that on this day, personally appeared David Lipsich of MCL ASSOCIATES, LTD., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and seal this 30th day of Aug., 1982.

James J. Lyons
NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
BOARD OF NOTARY PUBLICS
1981-1985

My commission expires:

Prepared by and Return to:

✓ ALAN J. CIKLIN
BOOSE, CIKLIN AND MARTENS
8th FLOOR - THE CONCOURSE
2000 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FLA. 33409-6597

B3785 P.1033

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

3

C

MAR-24-1989 03:06PM 89-083548

ORB 6009 Pg 1130
MEADOWBROOK UTILITY SYSTEMS, INC.

UTILITY EASEMENT

THIS AGREEMENT, made and entered into this 7th day of December, 1988, by and between MCL Associates, Ltd. _____

_____ of the County of Palm Beach and State of Florida, hereinafter referred to as the Grantor, and MEADOWBROOK UTILITY SYSTEMS, INC., a Florida Corporation formed under the laws of State of Florida, hereinafter referred to as the Grantee;

WITNESSETH, that the Grantor does hereby give and grant the Grantee and its assign, a non-exclusive easement for the purpose of permitting the Grantee to install, repair, maintain and operate water and waste water pipes, mains and facilities under and upon the parking lot and other open areas of the following described land situated in Palm Beach County aforesaid, to wit:

Con 1.00 Dec .55
JOHN B DUNKLE, CLERK - PB COUNTY, FL. EXHIBIT A

Notwithstanding any other provision of this easement, the rights granted herein shall not interfere with the Grantee's use and full enjoyment of the above-described premises and shall not be deemed to encroach upon any existing buildings at the premises.

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other similar natural obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the Grantee and its assigns.

Said Grantor does, hereby covenant with the said Grantee, that it is lawfully seized and possessed of the real estate above described, that Grantor has a good and lawful right to convey the said easement.

SUBJECT TO GRANTOR OBTAINING APPROVAL FROM MORTGAGEE.

Prepare by and Return to: ✓ Marvin A. Kirsner, Esquire
Shutts & Bowen
1675 Palm Beach Lakes Blvd, #700
West Palm Beach, Florida 33401

B. 8

IN WITNESS WHEREOF, the Grantor_ has hereunto set its hand_ and seal_, the day and year first above written.

GRANTOR MCL ASSOCIATES, LTD.
By: MCL Realty Corp.
Oded T. Meltzer
Oded T. Meltzer, Vice President

Jeri Macalus
Witness

Witness



STATE OF FLORIDA
COUNTY OF DADE

Before me the undersigned authority, this day appeared Oded T. Meltzer, Vice President of MCL Realty Corp., which is the general partner of MCL Associates, LTD., to me well known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes herein expressed.

WITNESS my hand and official seal this 7th day of December, A.D. 1988.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 3, 1991
Bonded thru Maynard Bonding Agency

Jeri Macalus
Notary Public in and for the County and State aforesaid.

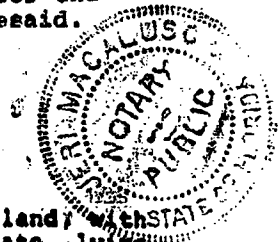


EXHIBIT A
Metes and Bounds Description

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in West Palm Beach, Palm Beach County, Florida, more particularly bounded and described as follows:

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 (less the East 50 feet of the South 135 feet and the South 81 feet) of Section 24, Township 43 South, Range 42 East, less, also those lands described in right-of-way deed recorded in O.R.B. 2318, Page 1728 of the Public Records of Palm Beach County, Florida, and subject to all other easements, restrictions and reservations of record.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

This document prepared by Gerald T. Buh

MEADOWBROOK UTILITY SYSTEMS, INC.
UTILITY EASEMENT

DEC-09-1988 10:20am 88-340770
ORB 5877 Pg 1349

This Agreement, made and entered into this 5th day of December, 1988, by and between TOYS "R" US, INC., a Delaware corporation, hereinafter referred to as the Grantors, and MEADOWBROOK UTILITY SYSTEMS, INC., a Florida corporation formed under the laws of the State of Florida, hereinafter referred to as the Grantee;

WITNESSETH, that the Grantor does hereby give and grant the Grantee and its assigns, a right of way and easement for the purpose of ingress, egress, and utilities with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, water pipes and other utility facilities under and upon the following described land situated in Palm Beach County, Florida aforesaid, to wit:

Five (5) feet on each side of water and sewer lines located on the property described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee and its assigns forever.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the Grantee and its assigns, out of and away from the herein granted right of way, subject to Paragraph A of the "Rider" annexed hereto and incorporated herein, and the Grantor, its successors and assigns, agree not to build, construct or create, or permit others to build, construct to create any buildings or other structures on the herein granted right of way that may interfere with the normal operations or maintenance of the utility facilities installed hereon. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all losses, costs, damages, liabilities and expenses incurred by Grantor by reason of Grantee's exercise of its rights hereunder.

88-340770
10.00 Doc
JOHN B DUNKLE, CLERK - PB COUNTY, FL .55

Said Grantors do hereby covenant with the said Grantee, that they are lawfully seized and possessed of the real estate above described, that Grantors have a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal, the day and year first above written.

WITNESSES

GRANTOR:

TOYS"R" US, INC., a Delaware corporation

[Signature]
Paul Bonvicino

By: [Signature]
Eric Swartwood

Title: Vice President Architecture & Construction

[Signature]
Susan Clayton

By: [Signature]
Michael L. Tumolo

Title: Assistant Secretary

[Signature]
Paul Bonvicino

[Signature]
Susan Clayton

STATE OF NEW JERSEY)
COUNTY OF Bergen)

ss:

Before me the undersigned authority, this day appeared Eric Swartwood and Michael L. Tumolo, VP Architecture & Construction and Assistant Secretary, respectively, of Toys-R-Us, Inc., a Delaware corporation, to me well know and known to me to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same for the purposes herein expressed.

WITNESS my hand and official seal this 5th day of December, A.D., 1988.

Prepared By:

[Signature]
MEADOWBROOK UTILITY SYSTEMS, INC.
4360 NORTH POINT BLVD. # 100
PALM BEACH GARDENS, FLORIDA 33410

Grantor's Address Furnished
DAT158/mt

[Signature]
Notary Public in and for the
County and State aforesaid

My Commission Expires: LISA A. FIGLIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7-28-93

EXHIBIT "A"

LEGAL DESCRIPTION OF TOYS "R" US PROPERTY

Public

A certain 5.824 acre (297264.87 square feet) parcel of land lying in Section 24, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows.

COMMENCING at the South Quarter corner of said Section 24, thence (the South line of said said Section 24 is assumed to bear EAST-WEST, and all other bearings mentioned herein are related thereto: WEST along the South line of said Section 24, a distance of 843.00 feet; thence North 00°48'52" East along the East line of the West Three-Quarters (W 3/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24, a distance of 81.0 feet to the POINT OF BEGINNING, said POINT OF BEGINNING lying on the North right-of-way of Okeechobee Road, as laid out and now in use; thence from said POINT OF BEGINNING, continue North 00°48'52" East along said East line of said West Three-Quarters (W 3/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), a distance of 582.06 feet to a point on the North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24, thence North 89°52'57" west along said North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), a distance of 505.56 feet to a point on the West line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24; thence South 00°50'00" West along said West line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), a distance of 529.00 feet to a point on the North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24; thence North 89°58'34" West along said North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24, a distance of 50.00 feet to a point on the West line of the East 50 feet of the South 135 feet of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24; thence South 00°49'57" west along the West line of the East 50 feet of the South 135 feet of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 24, a distance of 54.00 feet to a point on the North right-of-way line of Okeechobee Boulevard, as laid out and now in use, said North right-of-way line lying 81.0 feet North of and parallel to the South line of said Section 24; thence EAST along the North right-of-way line of Okeechobee Boulevard, a distance of 555.77 feet, more or less, to the POINT OF BEGINNING.

WEST LINE OF SW 1/4 OF SE 1/4 OF SW 1/4 OF SECTION 24, T43S, R42E, PALM BEACH COUNTY, FLORIDA

CONTAINING 5.824 acres (297264.87 square feet), more or less.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

URE 5897 Pg 1352

RIDER TO EASEMENT/R.O.W.
TRU Master Form
Doc. #00032B/Disk #0007n

RIDER ATTACHED TO ND MADE A PART OF
EASEMENT/RIGHT OF WAY DATED DECEMBER 5, 1988

Grantee shall not perform any maintenance, repairs, replacement or other work to, upon or around the property which is the subject of the easement and right of way described herein, during the period from October 1 through December 31 of any year, except for emergency repairs or work which cannot be postponed or delayed. In any event, all such repairs, maintenance, replacements or other work shall be performed (except in an emergency) upon not less than ten (10) days prior written notice to Grantor, in such manner and at such times as shall cause the least possible interference with the business being conducted by Grantor on the property of which the easement and right of way forms a part.

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Will Call Box 133
Prepared by and Return to:
Palm Beach County Water Utilities Department
ATTN: Debbie Wilken
P.O. Box 16097
West Palm Beach, Florida 33416-6097
PCN #: 00-42-43-24-00-000-7140
PCN #: 00-42-43-24-00-000-7150 Project #: 02-005
Project Name: Okeechobee Blvd. Force Main Replacement

CFN 20040304712
OR BK 17022 PG 1705
RECORDED 05/25/2004 14:50:34
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this 16th day of May, 2004, by 4663 Okeechobee Boulevard, I.L.C., a Florida limited liability company and Palm Beach Holdings 2002, L.L.C., a Florida limited liability company (hereinafter referred to as "Grantor"), whose address is 55 Brookville Road, New York, NY 10022, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement which shall permit Grantee authority to enter upon the property of the Grantor at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect waste lines and appurtenant facilities and equipment in, on, over, under and across the easement premises, as more particularly described in Exhibit "A", attached hereto and made a part hereof and further subject to Exhibit "B", attached hereto and made a part hereof.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and that there are no encumbrances that would prevent Grantee's full enjoyment of the easement herein granted.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Bonnie Brackett
Witness Signature

Bonnie Brackett
Print Name

Abdul Shaikh
Witness Signature

ABDUL SHAIKH
Print Name

GRANTOR:

4663 OKEECHOBEE BOULEVARD, I.L.C.
a Florida limited liability company

By: [Signature]
Jack Grace, Managing Member

PALM BEACH HOLDINGS 2002, L.L.C.
a Florida limited liability company

By: [Signature]
Jack Grace, Managing Member

PBC Water Utilities / Engineering
Account #1023

NOTARY CERTIFICATE

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 18 day of May, 2004 by Jack Grace, the Managing Member of 4663 Okeechobee Boulevard LLC, a Florida limited liability company who () is personally known to me or who () has produced _____ as identification.

My Commission Expires:

Elvira Rivkin
Notary Signature
Notary Public, State of New York

No. 01R16015638

Qualified in Nassau County

Commission Expires 11/02/2006 Typed, Printed or Stamped Name of Notary

NOTARY CERTIFICATE

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 18 day of May, 2004 by Jack Grace, the Managing Member of Palm Beach Holdings 2002, L.L.C, a Florida limited liability company who () is personally known to me or who () has produced _____ as identification.

My Commission Expires:

Elvira Rivkin
Notary Signature

Typed, Printed or Stamped Name of Notary

ELVIRA RIVKIN

Notary Public, State of New York

No. 01R16015638

Qualified in Nassau County

Commission Expires 11/02/2006

PARCEL CONTROL NUMBER:
00-42-43-24-00-000-7140

LEGAL DESCRIPTION


A PARCEL OF LAND IN SECTION 24, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24;
THENCE ALONG THE SOUTH LINE OF SAID SECTION 24, S89°22'28"E FOR 1349.17 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE ALONG SAID WEST LINE, N01°27'06"E FOR 86.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, RECORDED IN OFFICIAL RECORD BOOK 6652, PAGE 154, OF SAID PUBLIC RECORDS, AND POINT OF BEGINNING.
THENCE CONTINUE ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, N01°27'06"E FOR 10.00 FEET TO A POINT ON A LINE 10 FEET NORTH OF AND PARALLEL WITH SAID NORTH RIGHT-OF-WAY LINE;
THENCE N89°22'28"W ALONG SAID PARALLEL LINE FOR 50.01 FEET;
THENCE S01°27'06"W FOR 10.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°22'28"E FOR 50.01 FEET TO THE POINT OF BEGINNING.
CONTAINING 500.1 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°22'28"E ALONG THE SOUTH LINE OF SECTION 24.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

ABBREVIATIONS

- O.B. - POINT OF BEGINNING
- D.C. - POINT OF COMMENCEMENT
- W - RIGHT-OF-WAY LINE
- P - PLAT BOOK
- PAGE
- R.B. - OFFICIAL RECORD BOOK
- C - CENTERLINE


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 4/5/04

P BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
STATE OF AUTHORIZATION # LB 6473
NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
15-3988, (561) 615-3986 FAX

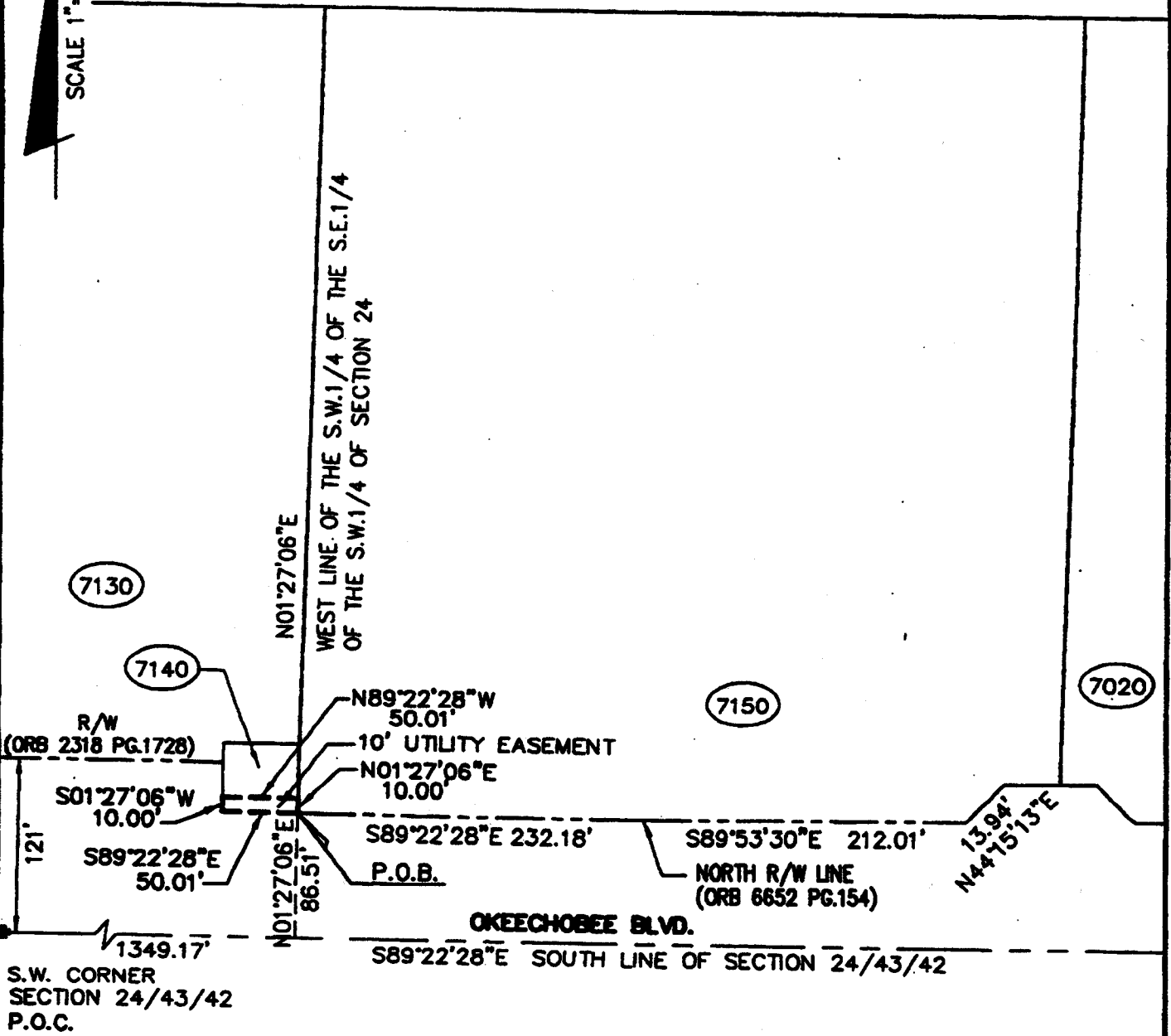
LEGAL DESCRIPTION

DRAWN:	DKW	PROJ. No. 03-063
CHECKED:	JEP	SCALE: NONE
UTILITY EASEMENT	DATE: 4/5/04	
OKEECHOBEE BLVD.	SHEET 1 OF 2	

Book 17022/Page 1707

N

SCALE 1"=100'



B **BROWN & PHILLIPS, INC.**
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
THIS SKETCH IS NOT A SURVEY	
DRAWN: DKW	PROJ. No. 03-083
CHECKED: JEP	SCALE: 1"=100'
UTILITY EASEMENT	DATE: 4/5/04
OKEECHOBEE BLVD.	SHEET 2 OF 2

PARCEL CONTROL NUMBERS:
00-42-43-24-00-000-7150

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 24, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24;
THENCE ALONG THE SOUTH LINE OF SAID SECTION 24, S89°22'28"E FOR 1349.17 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;
THENCE ALONG SAID WEST LINE, N01°27'06"E FOR 86.51 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, RECORDED IN OFFICIAL RECORD BOOK 8652, PAGE 154, OF SAID PUBLIC RECORDS, AND POINT OF BEGINNING.
THENCE ALONG SAID RIGHT-OF-WAY LINE, S89°22'28"E FOR 232.18 FEET;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S89°53'30"E FOR 212.01 FEET;
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N44°15'13"E FOR 13.94 FEET TO A POINT ON A LINE 10 FEET NORTH OF AND PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE;
THENCE N89°53'30"W ALONG SAID PARALLEL LINE FOR 221.67 FEET;
THENCE CONTINUE N89°22'28"W ALONG SAID PARALLEL LINE FOR 231.98 FEET;
THENCE S01°27'06"W FOR 10.00 FEET TO THE POINT OF BEGINNING.

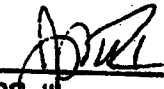
CONTAINING 4499.2 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°22'28"E ALONG THE SOUTH LINE OF SECTION 24.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY LINE
- P.B.- PLAT BOOK
- PG. - PAGE
- O.R.B.- OFFICIAL RECORD BOOK
- Ⓞ - CENTERLINE


JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 4/5/04

B BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473
3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B. FLORIDA 33417
(561) 615-3988, (561) 615-3986 FAX

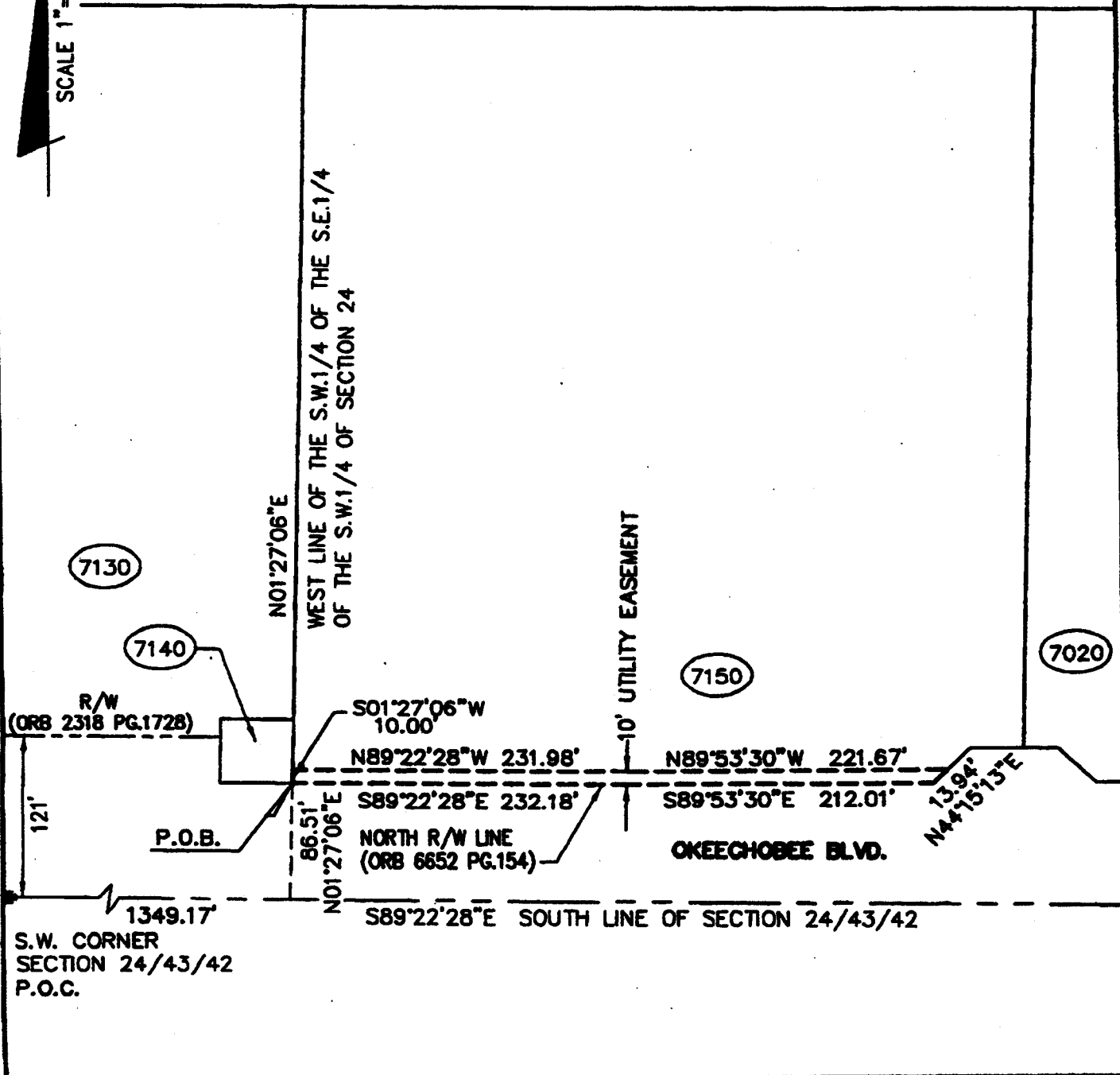
LEGAL DESCRIPTION

DRAWN: DKW	PROJ. No. 03-083
CHECKED: JEP	SCALE: NONE
UTILITY EASEMENT	DATE: 4/5/04
OKEECHOBEE BLVD.	SHEET 1 OF 2

N

PARCEL CONTROL NUMBERS:
00-42-43-24-00-000-7150

SCALE 1"=100'



S.W. CORNER
SECTION 24/43/42
P.O.C.



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
3969 NORTH HAVERHILL ROAD, SUITE 105, W.P.B., FLORIDA 33417
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: DKW	PROJ. No. 03-083
CHECKED: JEP	SCALE: 1"=100'
UTILITY EASEMENT	DATE: 4/5/04
OKEECHOBEE BLVD.	SHEET 2 OF 2

EXHIBIT B

**ADDENDUM TO UTILITY EASEMENT BY 4663 OKEECHOBEE
BOULEVARD LLC, A FLORIDA LIMITED LIABILITY COMPANY,
AND PALM BEACH HOLDINGS 2002, LLC, A FLORIDA LIMITED LIABILITY COMPANY
(COLLECTIVELY "GRANTOR")
TO PALM BEACH COUNTY ("GRANTEE")**

**PCN #:00-42-43-24-00-000-7140
PCN #:00-42-43-24-00-000-7150**

- a) Grantee will minimize any interference with Grantor's business operations on the property during the exercise of its rights, and all work shall be performed and completed as expeditiously as possible at no cost to Grantor. In the event that the electrical power and/or water supply is disrupted by Grantee's activities on the site, the electrical power and/or water supply shall be restored within twenty-four (24) hours of such disruption.
- b) Grantee will assure the continued and uninterrupted access to the property through, over, and upon the easement premises, and will permit at all times the free flow of motor vehicle and pedestrian traffic through, over, and upon the described easement premises, preserving the existing curb cuts and slope at all points of ingress and egress.
- c) Upon completion of the initial construction of the wastewater lines (but in no event more than sixty (60) days after the initiation of construction), or within fifteen (15) days of and after any maintenance, replacement, upgrade or repair of the wastewater lines, Grantee will restore the easement premises, and any of Grantor's land affected by the construction, to the same condition, within reason, in which it was found before such work was undertaken, including, without limitation, restoration of landscaping and sod, restoration of the easement premises to the elevation and grade which existed prior to the activities of Grantee pursuant to this Easement, and relocation of all irrigation lines, electrical lines and connections to Grantor's equipment should such electrical lines and connections run in, over or through the easement premises.
- d) Grantee 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 in 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.
- e) Grantee acknowledges that it shall be its responsibility to secure all permits or authorizations from third parties and governmental authorities if any are necessary for it to utilize the rights granted hereby.
- f) Grantee will not erect any structure, fence, sign, or other permanent or temporary obstructions upon the easement premises nor allow any type of trailer or automotive equipment to be parked on said easement premises. Grantee may construct, if required, air-release valve manholes; provided however, the rim elevation of any air-release valve manhole constructed upon the easement premises shall be flush with the existing ground level.
- g) Whenever possible employing existing technology, any and all improvements, fixtures, and equipment installed in the easement premises shall be below ground and not visible from the surface.

h) Grantor shall have the right to use the easement premises in any manner which does not interfere with Grantee's rights, including, without limitation, the right to pave the easement premises and surrounding lands, use the same as a parking lot or roadway, and the right to install, maintain, replace, repair, remove and operate utility lines.

i) Grantee shall not assign any right, title or interest in the easement without the Grantor's prior written consent.

j) Grantee accepts the easement subject to all covenants of record.

k) Grantor reserves the right, at Grantor's sole expense, to relocate the easement premises and all or any part of the utility installed therein to permit further development of Grantor's land; provided any relocation does not impair the functioning of Grantee's utility.