

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
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:

[Handwritten signatures and dates]
 _____ OFMB *06/22/07*
 _____ Contract Development and Control *06/25/07*

B. Legal Sufficiency:

[Handwritten signature]

 Assistant County Attorney

C. Other Department Review:

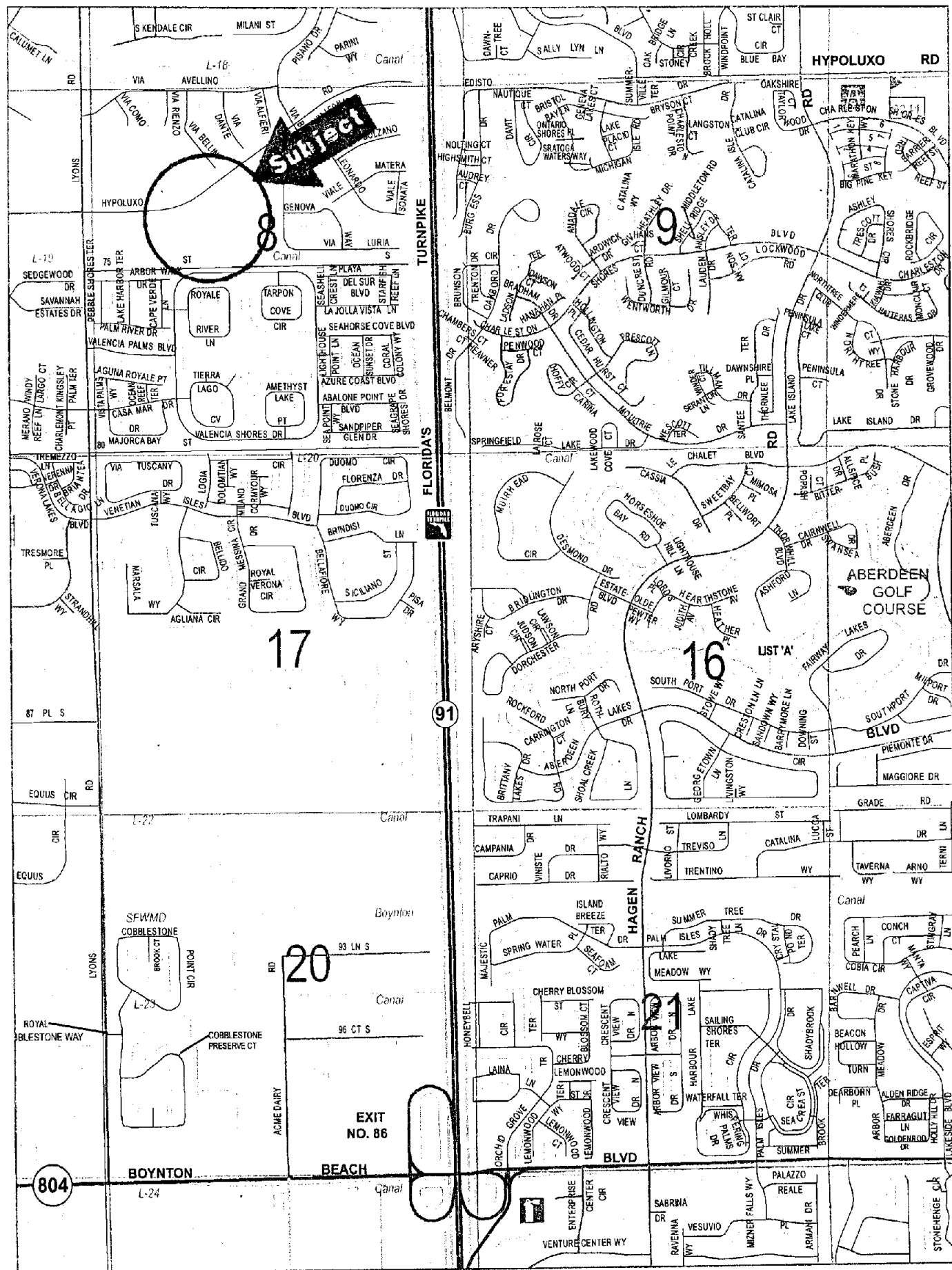
 Department Director

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

T45

T

T45



91

804

EXIT NO. 86

LOCATION MAP

ATTACHMENT # 1

Handwritten signature or initials.

PREPARED BY AND RETURN TO:

Peter Banting, Real Estate Specialist
Property & Real Estate Management Division
3200 Belvedere Road, Bldg. 1169
West Palm Beach, Florida 33406-1544

PCN: Portion of 00-42-45-08-08-012-0000

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT, made this 5th day of January, 2006, between **VILLAGES OF WINDSOR BY ANSCA HOMES, LLC, a Florida limited liability company**, whose address is 7593 Boynton Beach Blvd., Suite 220, Boynton Beach, Florida 33437, hereafter referred to as "Grantor", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereafter referred to as "Grantee", whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

WHEREAS, Grantor owns the property described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Burdened Property"); and

WHEREAS, Grantee is the owner of the property described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Benefited Property"); and

WHEREAS, Grantee has requested that Grantor grant Grantee a drainage easement relating to the Burdened Property to serve the Benefited Property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

The above recitals are true and correct and are incorporated herein by reference.

1. Grantor does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive appurtenant drainage easement for legal positive outfall, together with the right of ingress and egress thereto, in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, legally described in Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as the "Easement Premises"), to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect the drainage pipe.

2. This Drainage Easement shall be used for the specific purpose of installing a drainage pipe for drainage and carrying storm water from the Benefited Property, over, under, upon and through the Easement Premises into the water retention basins of the Villages of Windsor PUD. Grantee shall have the right, but not the obligation, to clear obstructions, or repair and/or replace drainage facilities, within the Easement Premises, that might interfere with drainage of the Benefited Property.

3. Grantee acknowledges and agrees that Grantee's use and enjoyment of and interest in the Drainage Easement is and shall be strictly limited to that specifically granted herein. Grantee further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon Grantor's use and enjoyment of the Easement Premises.

4. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title or interest in or to all or any portion of the Benefited Property or the Burdened Property.

5. This Drainage Easement is an easement appurtenant to the Benefited Property

and may not be transferred or assigned separately or apart from the Benefited Property.

6. This Drainage 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 Drainage Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

7. No party shall be considered the author of this Drainage 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 Drainage 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 held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Drainage Easement and the same shall remain in full force and effect.

8. This Drainage 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.

9. This Drainage Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

TO HAVE AND TO HOLD THE SAME unto the Grantee, its successors and assigns forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Witnesses:

GRANTOR:

VILLAGES OF WINDSOR BY ANSCA HOMES, LLC, a Florida limited liability company

[Signature]
Signature

Kristina Iwasz
Printed Name

[Signature]
Signature

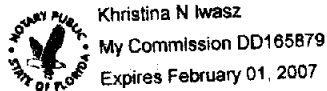
Kerry R. Estabrook
Printed Name

By: [Signature]
Charles Scardina, Managing Member

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 5th day of January, 2006, by Charles Scardina, (Managing Member) of Villages of Windsor By Anasca Homes, LLC, a Florida limited liability company. He is [] personally known to me or [] who produced _____ as identification.



(Stamp)

[Signature]
Print Notary Name

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

GRANTEE:

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

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Department Director

EXHIBIT "A"

"BURDENED PROPERTY"

TRACT L1, VILLAGES OF WINDSOR PLAT THREE, AS RECORDED IN PLAT BOOK
98, PAGE 131, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"

"BENEFITTED PROPERTY"

TRACT CV, VILLAGES OF WINDSOR PLAT THREE, AS RECORDED IN PLAT BOOK 98, PAGE 131, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "C"

DESCRIPTION: DRAINAGE EASEMENT

A PORTION OF TRACT L1, VILLAGES OF WINDSOR PLAT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGES 131 THROUGH 138, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 11, VILLAGES OF WINDSOR PLAT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGES 131 THROUGH 138, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°39'40" EAST ALONG THE EAST LINE OF SAID TRACT L1 A DISTANCE OF 2.00' TO THE POINT OF BEGINNING; CONTINUING SOUTH 00°39'40" EAST ALONG THE EAST LINE OF SAID TRACT L1 A DISTANCE OF 30.00'; THENCE SOUTH 89°20'20" WEST A DISTANCE OF 20.00' TO A POINT ALONG THE WEST LINE OF SAID TRACT L1; THENCE NORTH 00°39'40" WEST ALONG THE WEST LINE OF SAID TRACT L1 A DISTANCE OF 30.00'; THENCE NORTH 89°20'20" EAST A DISTANCE OF 20.00' TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE RECORD PLAT BASED ON THE EAST LINE OF TRACT L1 BEARING S00°39'40"E.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

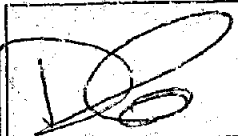
CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 5, 2006. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

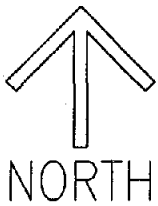
SHEET 1 OF 2

	CAULFIELD & WHEELER, INC.
	CIVIL ENGINEERING - LAND PLANNING LANDSCAPE ARCHITECTURE - SURVEYING 7301A W. PALMETTO PARK ROAD - SUITE 100A BOCA RATON, FLORIDA 33433 PHONE (561)-392-1991 / FAX (561)-750-1452

VILLAGES OF WINDSOR PLAT THREE DRAINAGE EASEMENT SKETCH OF DESCRIPTION


DAVID P. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA L.B. 3591

DATE	1/5/06
DRAWN BY	TAP
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	3606



GRAPHIC SCALE

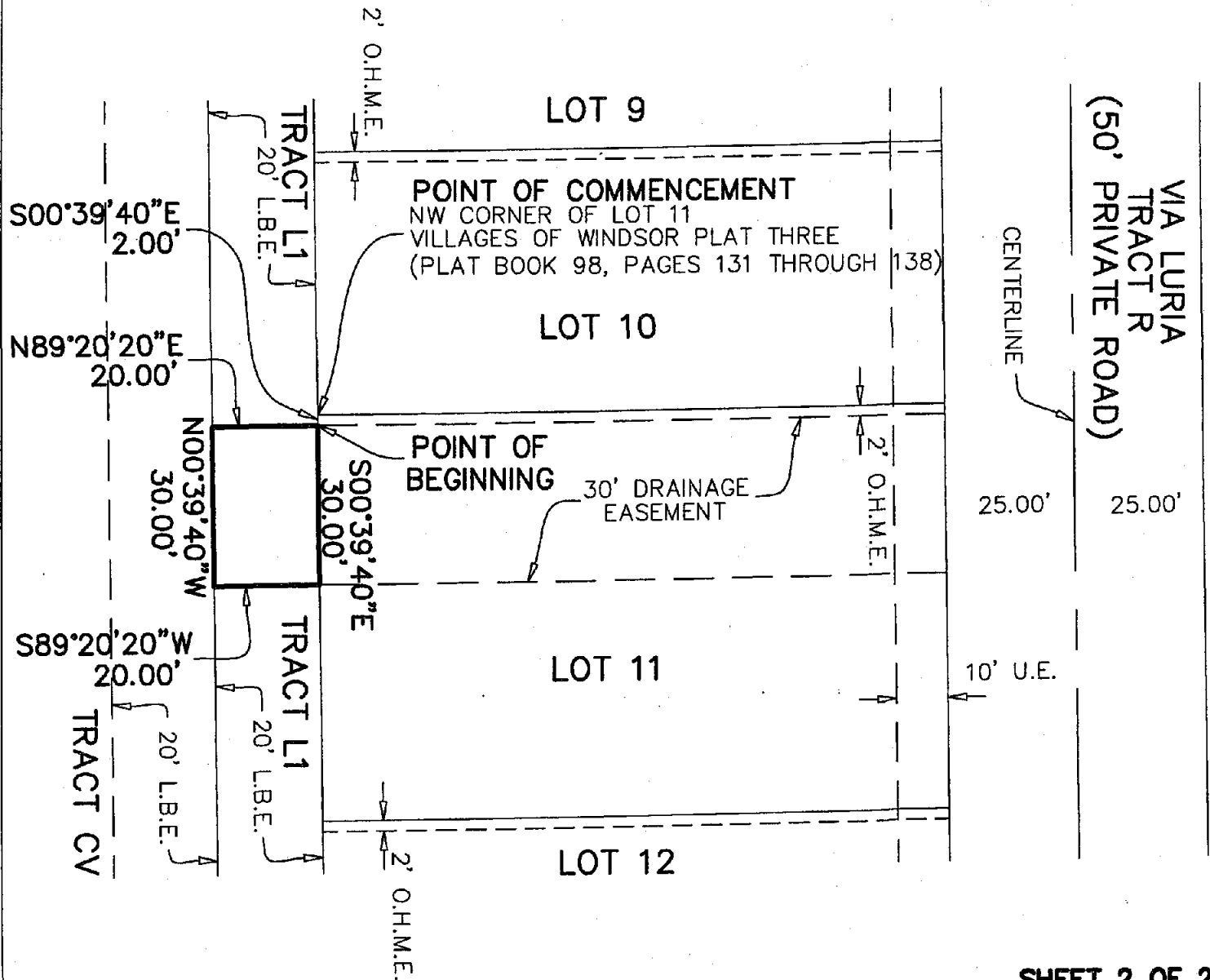


(IN FEET)

1 inch = 30 ft.

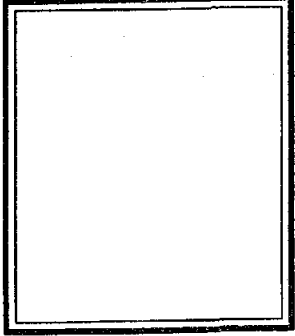
LEGEND NOTES

- U.E. - UTILITY EASEMENT
- O.H.M.E. - OVERHANG MAINTENANCE EASEMENT
- L.B.E. - LANDSCAPE BUFFER EASEMENT



SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	1/5/06
DRAWN BY	TAP
F.B. / PG.	N/A
SCALE	AS SHOWN
JOB NO.	3606

**VILLAGES OF WINDSOR PLAT THREE
 DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

WRITTEN CONSENT OF THE MEMBERS OF
VILLAGES OF WINDSOR BY ANSCA HOMES, LLC

The undersigned, Charles Scardina, in his capacity as the Managing Member, Ramsey Akel, in his capacity as Member, and Angelo Scardina, in his capacity as Member, of Villages of Windsor By Anscas Homes, LLC, a Florida limited liability company (the "Company"), hereby consents to the adoption of the following resolutions on behalf of the Company:

RESOLVED, that the Company hereby approves and consents to the granting of a Drainage Easement over, in, on, under, through, and across the following described property:

SEE EXHIBIT "A" ATTACHED AND INCORPORATED HERETO (the "Property")

FURTHER RESOLVED, that Charles Scardina, as Managing Member of the Company, for and on behalf of the Company, is hereby authorized to execute in such form as may be required all documents of conveyance, including, but not limited to, affidavits, easements, settlement statements, and all such other documents and/or instruments as shall be required; and

FURTHER RESOLVED, that Charles Scardina, as Managing Member of the Company, acting individually, be and hereby is authorized and directed, for the Company, to execute and deliver such documents and instruments as he shall determine to be necessary or appropriate in connection with the granting of a Drainage Easement or cause such determination to be conclusively evidenced by his signature on any such document, and to do or cause to be done all such other acts or things as he shall determine to be necessary or appropriate in connection therewith; and

FURTHER RESOLVED, Charles Scardina, as Managing Member of the Company, acting individually, is authorized and directed to take any additional action and execute and deliver all additional documents and instruments for the Company, and to do or cause to be done all such other acts or things as he shall determine to be necessary or appropriate to give effect to and to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of April 25, 2007.

VILLAGES OF WINDSOR BY ANSCA HOMES, LLC,
a Florida limited liability company

By: _____
Charles Scardina, Managing Member

By: _____
Ramsey Akel, Member

By: _____
Angelo Scardina, Member

EXHIBIT "A"

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SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

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SHEET 1 OF 2

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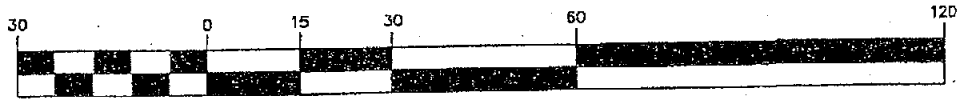

DAVID F. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA L.B. 3591

DATE	1/5/06
DRAWN BY	TAP
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	3606

VILLAGES OF WINDSOR PLAT THREE DRAINAGE EASEMENT SKETCH OF DESCRIPTION
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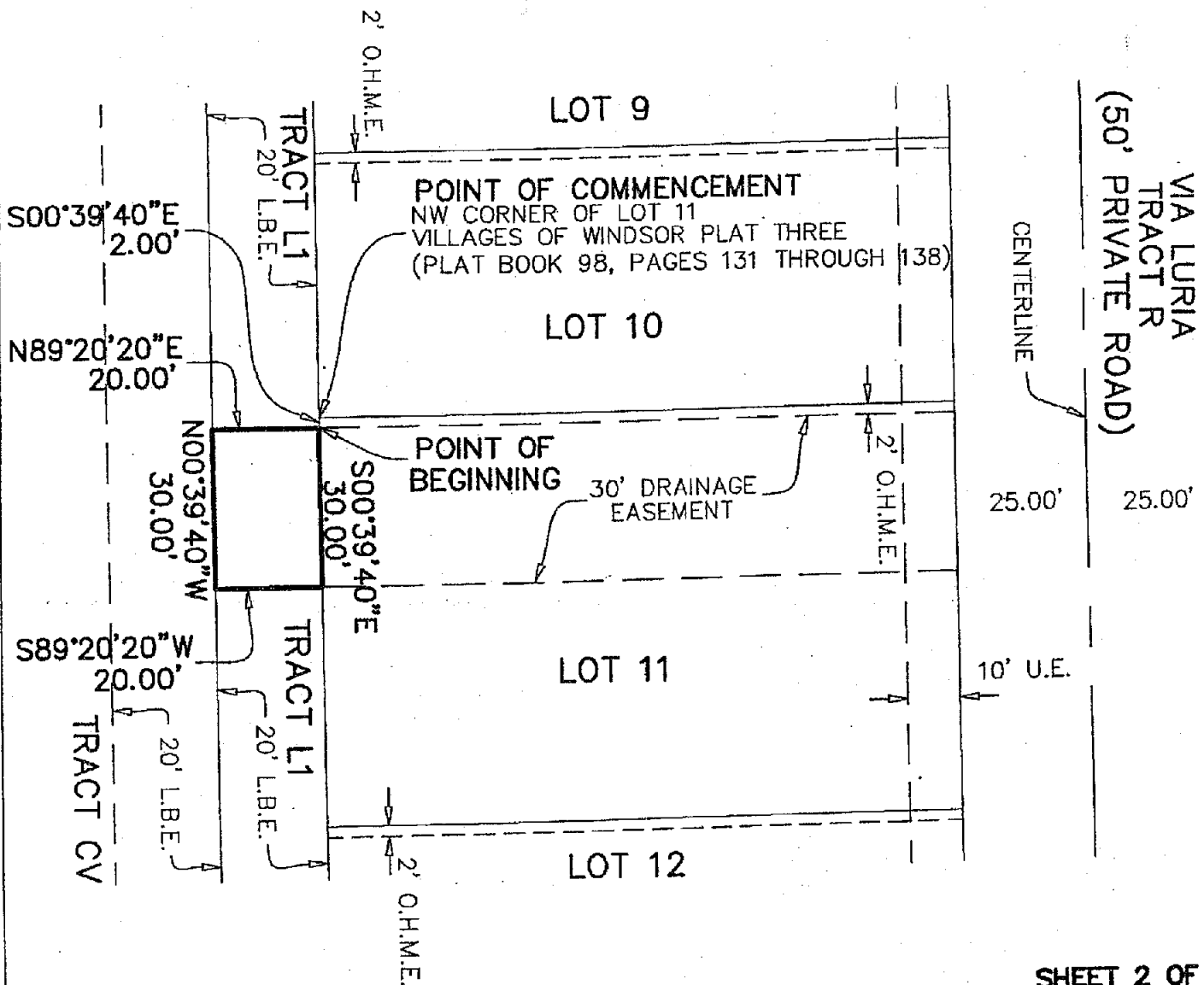
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND NOTES

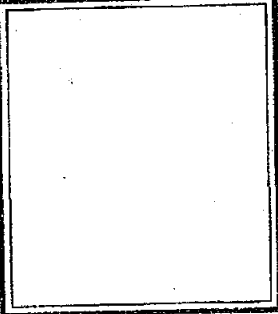
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SHEET 2 OF 2



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VILLAGES OF WINDSOR PLAT THREE
DRAINAGE EASEMENT
SKETCH OF DESCRIPTION