

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 _____

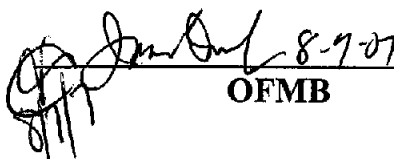
B. Recommended Sources of Funds/Summary of Fiscal Impact:

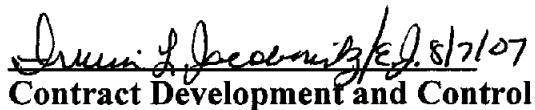
No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

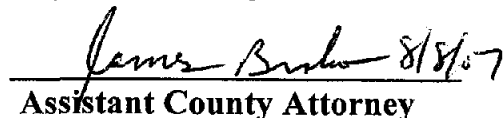
A. OFMB Fiscal and/or Contract Development Comments:

 8-7-07
 OFMB
 CN 8/7/07

 8/7/07
 Contract Development and Control

This item complies with current County policies.

B. Legal Sufficiency:

 8/8/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

D

C

T40

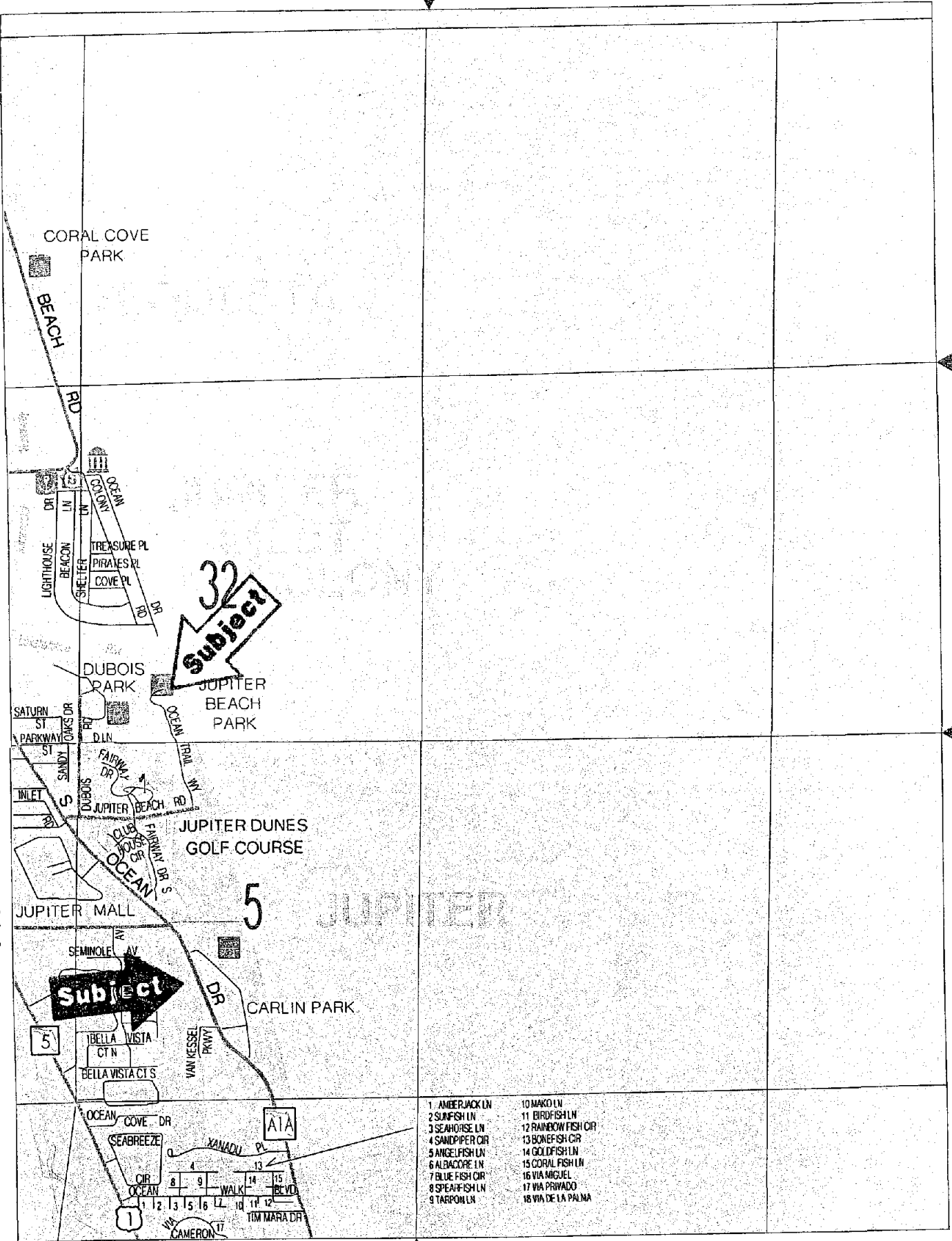
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T41

1

2

3



SEE PG 16

ATTACHMENT #1

LOCATION MAP

Handwritten signature or initials.

Prepared By and Return to:
Abby Ankeles, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 30-43-41-05-00-004-0060 (portion of)
and 00-43-40-30-01-000-2062 (portion of)

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT (the "Easement"), made this _____ between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 (the "County"), and the **FLORIDA INLAND NAVIGATION DISTRICT**, a Special Taxing District of the State of Florida, whose mailing address is 1314 Marcinski Road, Jupiter, Florida, 33477-9498, its successors and assigns (the "District").

WITNESSETH, County, for in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant unto said District a temporary non-exclusive easement and right-of-way, in, on, over and across the lands herein described for a period not to extend beyond ten (10) years from the Commencement Date as set forth in Condition 2 below, for use by District, its representatives, agents and contractors to prepare, plan, construct, operate, maintain, repair, replace and remove pipelines and other equipment used in connection with the pumping, transmission, and placement of compatible sand in connection with the District's dredging and beach placement Project as hereinafter defined, to or across lands lying and being within Palm Beach County, Florida, said lands being more particularly described as follows:

**See Legal Description Marked Exhibit "A",
Consisting of Two (2) Parcels Labeled Parcel "1" and Parcel "2",
Attached Hereto and Made a Part Hereof
(the "Easement Premises")**

And for the further purposes of depositing compatible material, altering contours, constructing berms, placing and removing equipment and supplies on said Easement Premises, and any other work as may be required for the construction and maintenance of the Project reserving, however, to County, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and Easement hereby granted; subject, however, to existing easements and public roads and highways, public utilities, railroads and pipelines.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. District shall perform all work in the Easement Premises in compliance with the permit for such work issued by the Florida Department of Environmental Protection ("FDEP") to the Army Corps of Engineers (the "Project"). This Easement is contingent upon the issuance of such permit for the Project from the FDEP within nine (9) months from the date of execution of this Easement by County (the "Contingency Period"). District shall obtain from County and/or any other necessary governmental entities any permits for the Project that might be required prior to commencement of the Project. The Project shall be constructed at District's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances. If for any reason the FDEP does not issue a permit for the Project within the Contingency Period, the Easement granted hereby shall then automatically become null and void, and all the right, title and interest in and to the Easement Premises shall revert to the County. Notwithstanding any automatic termination of this Easement, District shall promptly deliver to County a Release of Easement, in a form satisfactory to County, if so requested by County.

2. District shall provide written notice of the date of commencement of the Project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road – Fourth Floor, West Palm Beach, FL 33411-2743, Attn: Environmental Director. A copy of the notice shall be provided to the County's Property & Real Estate Management Division ("PREM"), 2633 Vista Parkway, West Palm Beach, FL 33411-5605, Attn: Director. The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate upon the earlier of District's completion of the Project, as determined by District, or ten (10) years after the Commencement Date (the "Easement Term"). Notwithstanding any automatic termination of this Easement, District shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, or ten (10) years after the Commencement Date, if so requested by County.

3. District hereby expressly agrees that if District completes the Project and ceases to use the Easement Premises for the purposes herein expressed prior to the end of the Easement Term, District shall provide written notice to ERM and PREM at the addresses set forth in Condition 2 above that District has ceased to use the Easement Premises, and the Easement granted hereby shall then automatically become null and void, and all the right, title and interest in and to the Easement Premises shall revert to the County. Notwithstanding any automatic termination of this Easement, District shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

4. District agrees to maintain in good condition and repair, at its sole cost and expense, its equipment within the Easement Premises at all times during the term hereof. District shall require its contractors or subcontractors to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. District shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of District's exercise of the rights granted hereby and restore any improvements or landscaping existing as of the Commencement Date or constructed or installed thereafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.

5. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless District against any actions, claims, or damages arising out of County's negligence in connection with this Easement, and District shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of District's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter 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 other party's, or any third party's negligent, willful or intentional acts or omissions.

6. Neither County's nor District's interest in the Easement Premises shall be subject to liens arising from District's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. District shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, District shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.

The District and its assigns shall require its contractors or 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) per occurrence and Two Million Dollars (\$2,000,000) 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 name County as an Additional Insured and include coverage for the Easement Premises.

7. 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. This Easement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

8. This Easement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

9. 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.

10. District's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. District shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the Easement Premises and County's adjoining property.

11. This Easement may not be assigned by District. Notwithstanding the foregoing, District may assign this Easement to the U.S. Army Corps of Engineers, provided the U.S. Army Corps of Engineers assumes all obligations hereunder.

12. The grant of Easement contained herein is for the use and benefit of District and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

13. By exercise of the rights granted to District by this instrument, District acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against District, its successors and assigns to the same extent as if such party had physically executed this instrument.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, County has caused this Easement 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

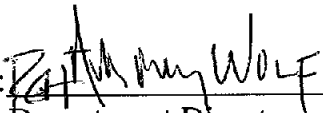
By:  _____
Department Director

EXHIBIT "A"
EASEMENT PREMISES

Parcel "1"

All that portion of the following described parcel lying seaward of elevation 9.0 (NGVD 1929).

A parcel of land being all of Government Lots 6 & 7 in Section 5, Township 41 South, Range 43 East, Palm Beach County, Florida as set forth in Deed Book 1050 at Page 470 of the Public Records of said Palm Beach County.

(Carlin Park)

Parcel "2"

All that portion of the following described parcel lying seaward of elevation 9.0 (NGVD 1929).

A parcel of land being all of Government Lots 3, Section 5, Township 41 South, Range 43 East, Palm Beach County, Florida as set forth in Deed Book 703 at Page 466 of the Public Records of said Palm Beach County.

(Jupiter Beach Park)