

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>	_____	_____	_____	_____
# 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:

<p><i>John Dink</i> 8-31-07 OFMB UN 8/31/07</p>	<p><i>John J. Jacoby</i> 8/31/07 Contract Development and Control 8/31/07</p>
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This item complies with current County policies.

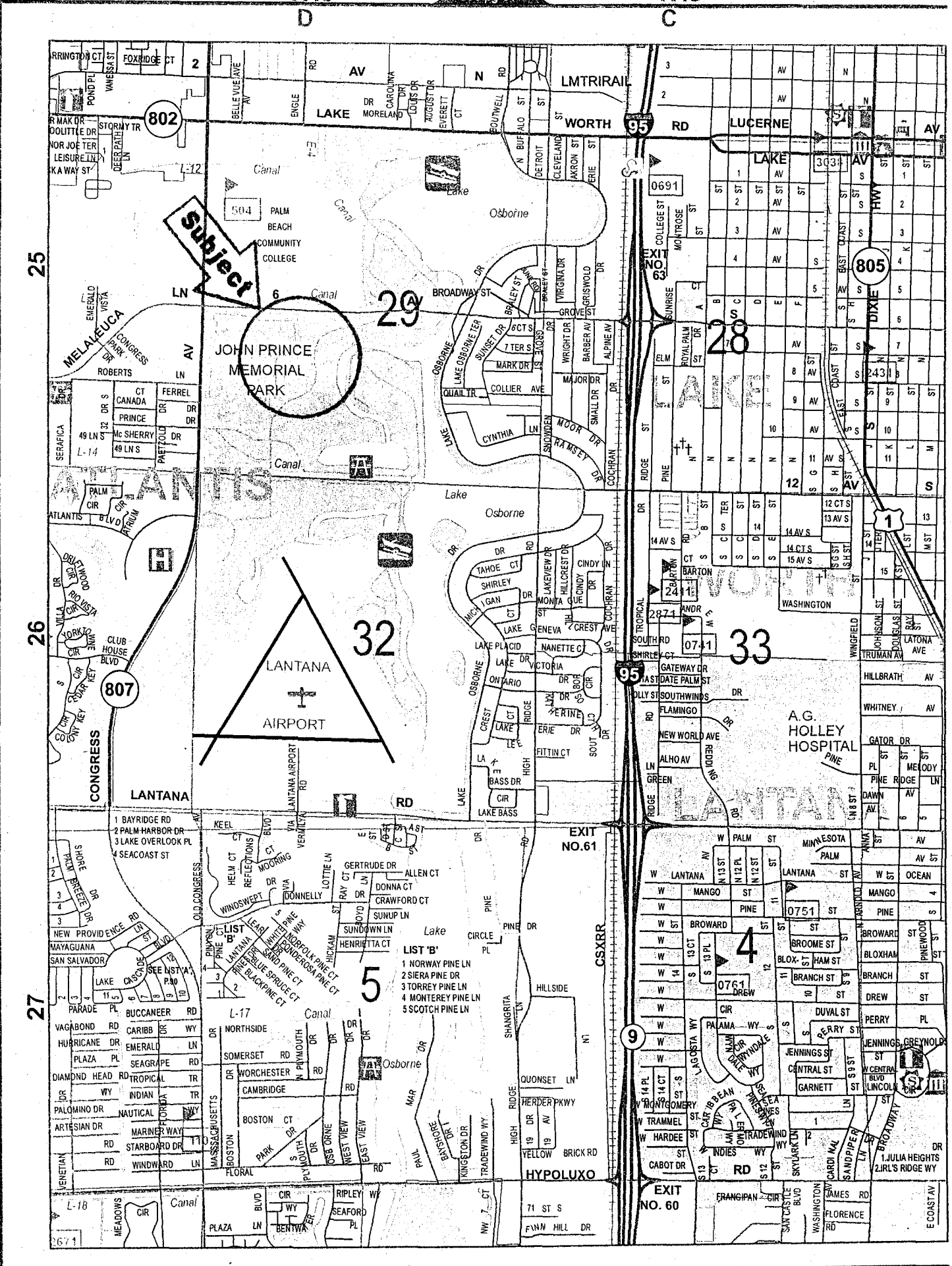
B. Legal Sufficiency:

James Brub 9/6/07
 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 and Return To:
Tripp D. Cioci, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

A Portion of Property Control Number: 00-43-44-29-00-002-0010

UTILITY EASEMENT AGREEMENT

THIS EASEMENT, made _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("COUNTY"), and the **CITY OF LAKE WORTH**, a municipal corporation of the State of Florida, whose address is C/O: Utilities Department, 1900 2nd Avenue North, Lake Worth, Florida 33461, ("CITY").

WITNESSETH:

That COUNTY for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto CITY, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the construction, installation operation and maintenance of a pad-mounted transformer and underground electric utility facilities, including wires, cable, 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 described in **Exhibit "A"** attached hereto (the "Easement Premises"), together with the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, and together with the right of ingress and egress thereto, over, across, through and upon, under or within the "Easement Premises.

Together with the right to permit any other person, or firm or corporation ("Third Party User") to lay cable and conduit within the Easement Premises and to operate the same for communication purposes.

Together with the right of reasonable ingress and egress to said Easement Premises at all times.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

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

2. CITY hereby expressly agrees to require any Third Party User of the Easement Premises to indemnify COUNTY as follows:

Third Party User, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of exercise of the rights granted hereby by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or in connection with the use or operation of the Easement Premises.

3. CITY hereby expressly agrees that in the event that CITY, its successors and assigns, permanently ceases to use the Easement Premises for the purposes herein expressed, the easement granted hereby shall become null and void, and all the right, title and interest in and to the Easement Premises shall revert to COUNTY. In such event, CITY shall execute and deliver to the COUNTY a release of this Easement within 30 calendar days of receipt of COUNTY's request.

4. CITY further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its Facilities and appurtenances within the Easement Premises at all times during the term hereof.

5. The grant of this Easement shall in no way restrict the right and interest of COUNTY in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

6. By exercising the rights granted to CITY by this instrument, CITY acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against CITY, its successors and assigns to the same extent as if such party has physically executed this instrument.

IN WITNESS WHEREOF, the COUNTY 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

By: _____
Deputy Clerk

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

By: _____
Addie L. Greene, Chairperson

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Paul Anthony Wolf
Department Director

DESCRIPTION & SKETCHPREPARED FOR:
PALM BEACH COUNTYJOHN PRINCE PARK
10 FOOT WIDE UTILITY EASEMENT
LAKE WORTH UTILITY**EXHIBIT "A"****LEGEND:**

CB	= CHORD BEARING	ORB	= OFFICIAL RECORD BOOK
D	= DELTA	PB	= PLAT BOOK
DE	= DRAINAGE EASEMENT	POB	= POINT OF BEGINNING
DB	= DEED BOOK	POC	= POINT OF COMMENCEMENT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	POT	= POINT OF TERMINATION
L	= ARC LENGTH	R/W	= RIGHT-OF-WAY
(M)	= MEASURED	RPB	= ROAD PLAT BOOK
		UE	= UTILITY EASEMENT

LEGAL DESCRIPTION:

A 10.00 FOOT WIDE STRIP OF LAND BEING SITUATED IN SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THE CENTERLINE OF SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE SOUTH 01°24'17" WEST, ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 182.02 FEET; THENCE SOUTH 87°50'51" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 1167.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°42'40" WEST, A DISTANCE OF 176.78 FEET; THENCE SOUTH 01°46'22" EAST, A DISTANCE OF 107.95 FEET; THENCE SOUTH 03°59'45" WEST, A DISTANCE OF 96.54 FEET; THENCE SOUTH 23°06'47" EAST, A DISTANCE OF 96.51 FEET; THENCE SOUTH 16°58'44" EAST, A DISTANCE OF 89.38 FEET TO THE POINT OF TERMINATION.

THE SIDE LINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, TO MAINTAIN A CONTINUOUS STRIP OF LAND 10.00 FEET IN WIDTH.

CONTAINING 5672 SQUARE FEET OR 0.13 ACRE, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY WANTMAN GROUP, INC.
5. DATE OF LEGAL DESCRIPTION: FEBRUARY 23, 2005

WANTMAN GROUP, INC.


MITCHELL R. JARRELLS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6438

**Wantman Group, Inc.**

Engineering ♦ Surveying ♦ Mapping

2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220 phone
(561) 687-1110 fax
CERT No. 6091 - LB No. 7055

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REF K:\PARKS & REC\401263\DWG\263MG01.DWG

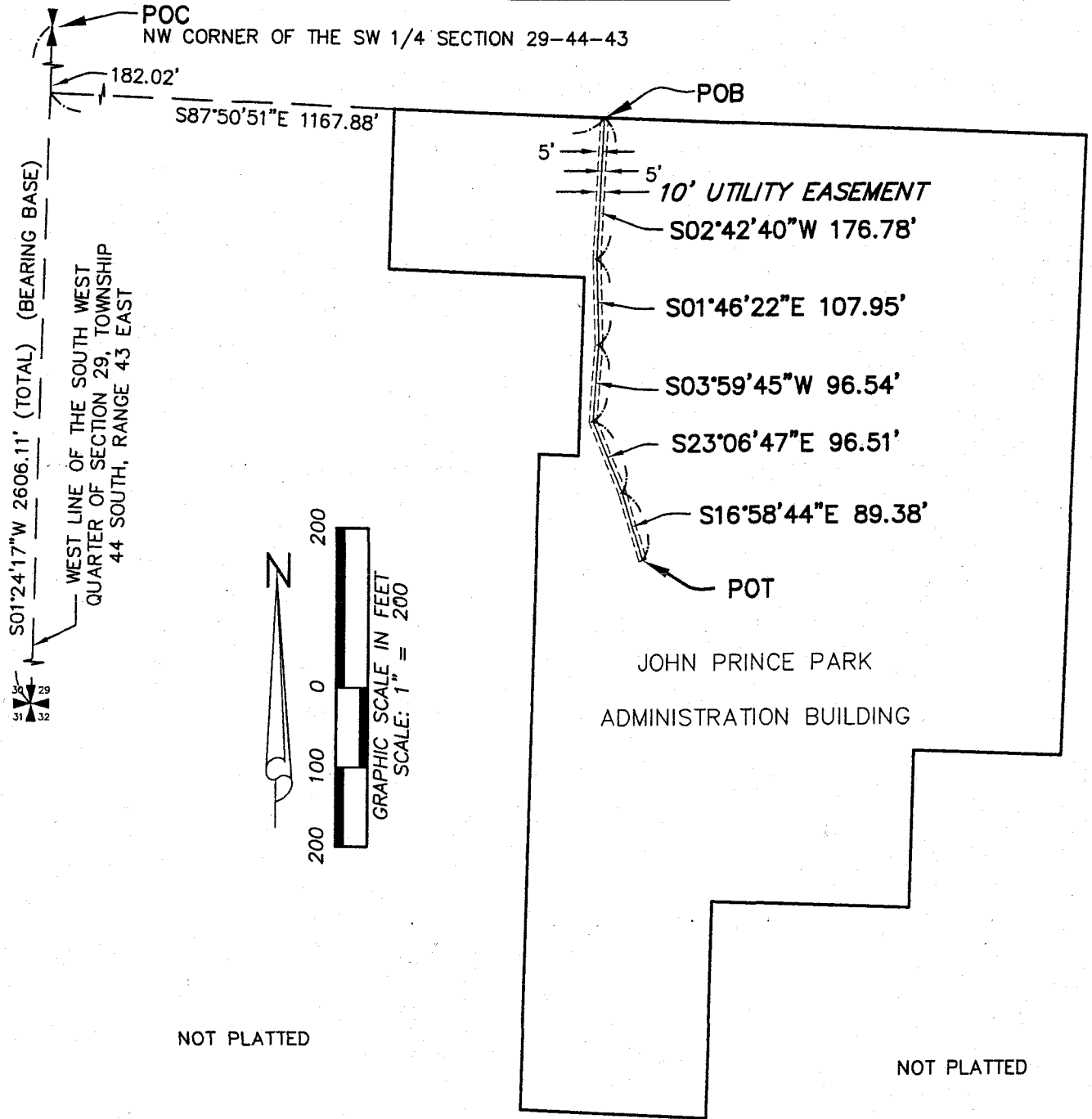
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CKD	MRJ	SHEET	1 OF 2	REVISED	3/22/05

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DESCRIPTION & SKETCH

PREPARED FOR:
PALM BEACH COUNTY

JOHN PRINCE PARK
10 FOOT WIDE UTILITY EASEMENT
LAKE WORTH UTILITY



Wantman Group, Inc.

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Prepared by and Return To:
Tripp D. Cioci, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

A Portion of Property Control Number: 00-43-44-29-00-002-0010

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WITNESSETH:

That COUNTY for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto CITY, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the construction, operation and maintenance of underground water mains, and appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, together with the right of ingress and egress thereto, over, across, through and upon, under or within that parcel of land located in Palm Beach County, Florida, described on "**Exhibit A**" attached hereto and made a part hereof as if recited at length (the "Easement Premises").

Together with the right of reasonable ingress and egress to said Easement Premises at all times.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. CITY shall cause the water mains and their appurtenances to be constructed within the confines of the Easement Premises.
2. CITY hereby expressly agrees that in the event that CITY, its successors and assigns, permanently ceases to use the Easement Premises for the

Page 1 of 2

ATTACHMENT # 3

purposes herein expressed, the easement granted hereby shall become null and void, and all the right, title and interest in and to the Easement Premises shall revert to COUNTY. In such event, CITY shall execute and deliver to the COUNTY a release of this Easement within 30 calendar days of receipt of COUNTY's request.

3. CITY further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its water mains and appurtenances 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 COUNTY in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

5. By exercising the rights granted to CITY by this instrument, CITY acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against CITY, its successors and assigns to the same extent as if such party has physically executed this instrument.

IN WITNESS WHEREOF, COUNTY 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:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(OFFICIAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Ray Anthony Wolf
Department Director

DESCRIPTION & SKETCHPREPARED FOR:
PALM BEACH COUNTY12 FOOT WIDE
CITY OF LAKE WORTH UTILITY EASEMENT
JOHN PRINCE PARK ADMINISTRATION BUILDING

EXHIBIT "A"

LEGEND:

CB	= CHORD BEARING	ORB	= OFFICIAL RECORD BOOK
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L	= ARC LENGTH	R/W	= RIGHT-OF-WAY
(M)	= MEASURED	RPB	= ROAD PLAT BOOK
		UE	= UTILITY EASEMENT

LEGAL DESCRIPTION:

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CONTAINING 6382 SQUARE FEET OR 0.15 ACRE, MORE OR LESS.

SURVEYOR'S NOTES

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5. DATE OF LEGAL DESCRIPTION: FEBRUARY 23, 2005

WANTMAN GROUP, INC.



 MITCHELL R. JARRELLS
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 FLORIDA CERTIFICATE No. 6438
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Engineering ♦ Surveying ♦ Mapping

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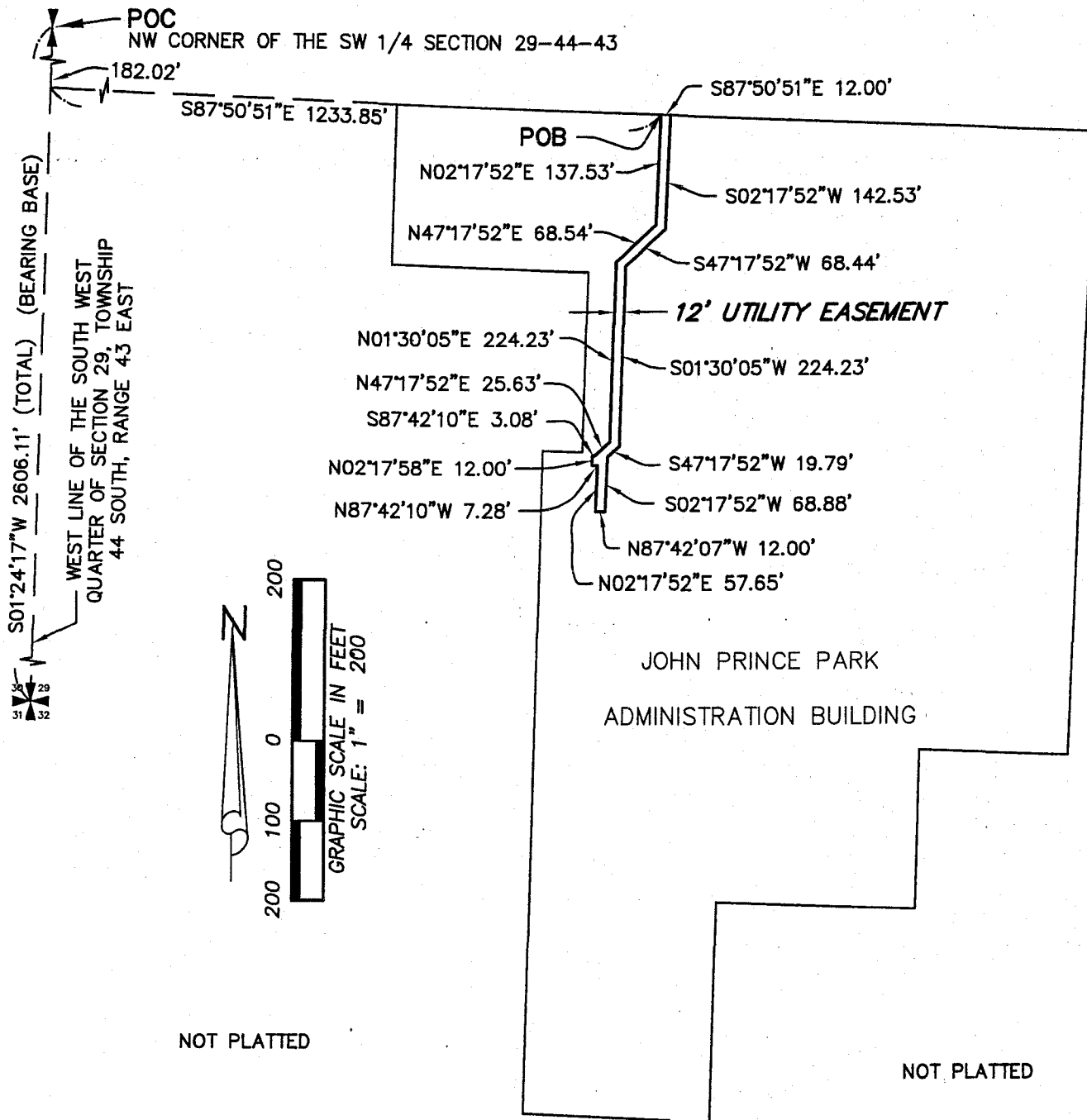
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CKD	MRJ	SHEET 1 OF 2		REVISED 3/22/05

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DESCRIPTION & SKETCH

PREPARED FOR:
PALM BEACH COUNTY

12 FOOT WIDE
CITY OF LAKE WORTH UTILITY EASEMENT
JOHN PRINCE PARK ADMINISTRATION BUILDING



Wantman Group, Inc.

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