

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:

Jim Dink 8-31-07
 8/30/07 OFMB 8/31/07
Jim J. Sweet 8/31/07
 Contract Development and Control
 8/31/07

B. Legal Sufficiency:

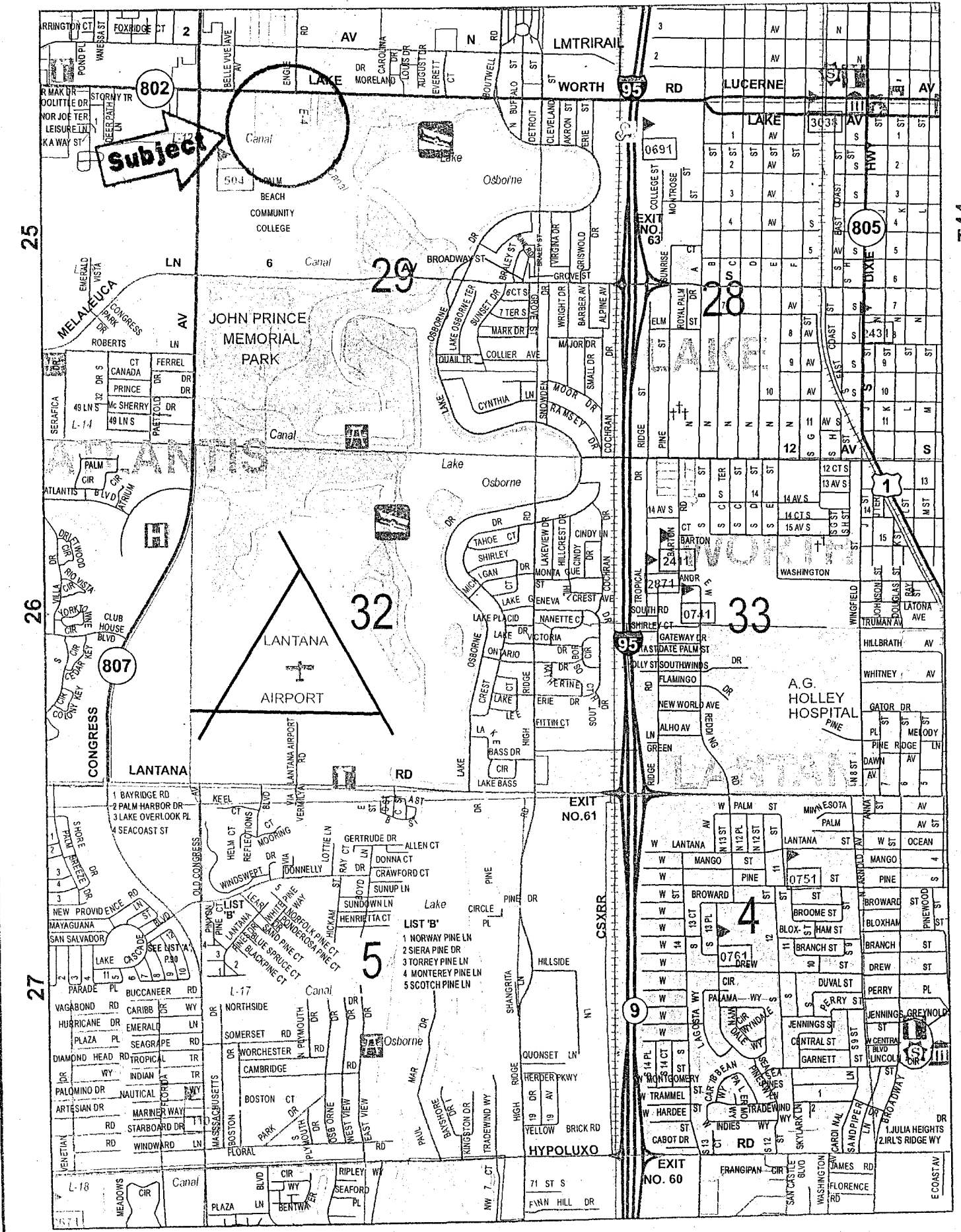
James Brub 8/6/07
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

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



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: 00-43-44-29-00-002-0020

UTILITY EASEMENT AGREEMENT

THIS EASEMENT, granted _____ between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, ("Grantor"), and **BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T Florida**, a Georgia corporation authorized to do business in Florida, whose legal mailing address is c/o Engineering, 2021 S. Military Trail, West Palm Beach, Florida 33415- 6440 ("Grantee").

WITNESSETH:

That Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive Easement (the "Easement") for the construction, operation and maintenance of underground communications facilities to be installed below ground as necessary from time to time with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them within an easement upon, over and across the following described real property (the "Easement Premises") situate, lying and being in the County of Palm Beach, State of Florida, to wit:

**See Legal Description/Site Sketch marked Exhibit "A"
Attached Hereto and Made a Part Hereof**

Together with the right of reasonable ingress and egress to said Easement Premises at all times and the right but not the obligation to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. Grantee shall cause the facilities and their appurtenances to be constructed within the confines of the Easement Premises.
2. Grantee hereby expressly agrees that in the event that Grantee permanently ceases to use the Easement Premises for the purpose herein expressed, at the written request of the Grantor, Grantee shall execute and deliver to the Grantor a release of this Easement within 30 calendar days of receipt of Grantor's written request, which Grantor shall forward to Grantee at the above address with a copy to AT&T Florida Legal Department, Attention: Network Attorney, 150 W. Flagler Street, Suite 1910, Miami, Florida 33130-1534.
3. Grantee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its facilities 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 Grantor 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 exercise of the rights granted to Grantee by this instrument, Grantee acknowledges and agrees that the conditions and restrictions imposed herein shall bind and

be enforceable against Grantee, its successors and assigns to the same extent as if such party had physically executed this instrument.

IN WITNESS WHEREOF Grantor 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**

**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: RET Ann May Wolf
Department Director

LEGAL DESCRIPTION

SKETCH ONLY NOT A BOUNDARY SURVEY

A BELLSOUTH EASEMENT LYING IN SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 89°14'32" EAST, ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 1273.20 FEET; THENCE SOUTH 00°45'28" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH ROAD (STATE ROAD 802) PER ROAD PLAT BOOK 2, PAGE 91, AND OFFICIAL RECORD BOOK 339, PAGE 68 AND OFFICIAL RECORD BOOK 285, PAGE 285, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PALM BEACH THERAPEUTIC CENTER (UNPLATTED) AND THE POINT OF BEGINNING; THENCE SOUTH 74°22'34" EAST, A DISTANCE OF 40.75 FEET; THENCE SOUTH 36°43'05" EAST, A DISTANCE OF 5.65 FEET; THENCE SOUTH 00°42'03" WEST, A DISTANCE OF 45.21 FEET; THENCE NORTH 89°17'57" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°42'03" EAST, A DISTANCE OF 41.10 FEET; THENCE NORTH 74°22'34" WEST, A DISTANCE OF 74.29 FEET; THENCE SOUTH 89°14'32" EAST, A DISTANCE OF 38.98 FEET TO THE AFORE MENTIONED POINT OF BEGINNING.

LEGEND

P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
P.B.	=	PLAT BOOK
O.R.B.	=	OFFICIAL RECORD BOOK
PG.	=	PAGE
U.E.	=	UTILITY EASEMENT
R/W	=	RIGHT-OF-WAY
⊕	=	CENTERLINE
(P)	=	PLAT
(M)	=	MEASURED
P.R.M.	=	PERMANENT REFERENCE MONUMENT

SURVEYOR'S NOTES :

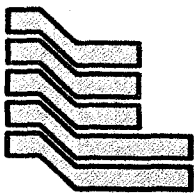
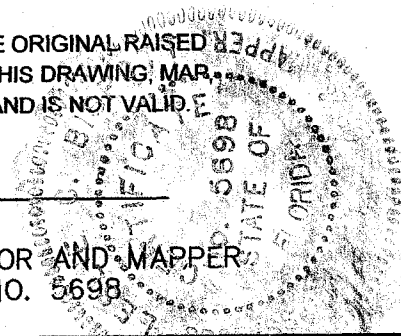
- 1.) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
- 2.) THE BEARINGS AS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA HAVING AN ASSUMED BEARING OF SOUTH 89°14'32" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

CERTIFICATION:

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, MAP, SKETCH OR PLAT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

DATE : 3/5/07
SIGNATURE DATE


LESLIE C. BISPOTT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5698



Landmark Surveying & Mapping Inc.

1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33406
PHONE : (561) 433-5405
LB #4396

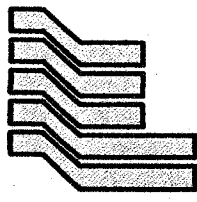
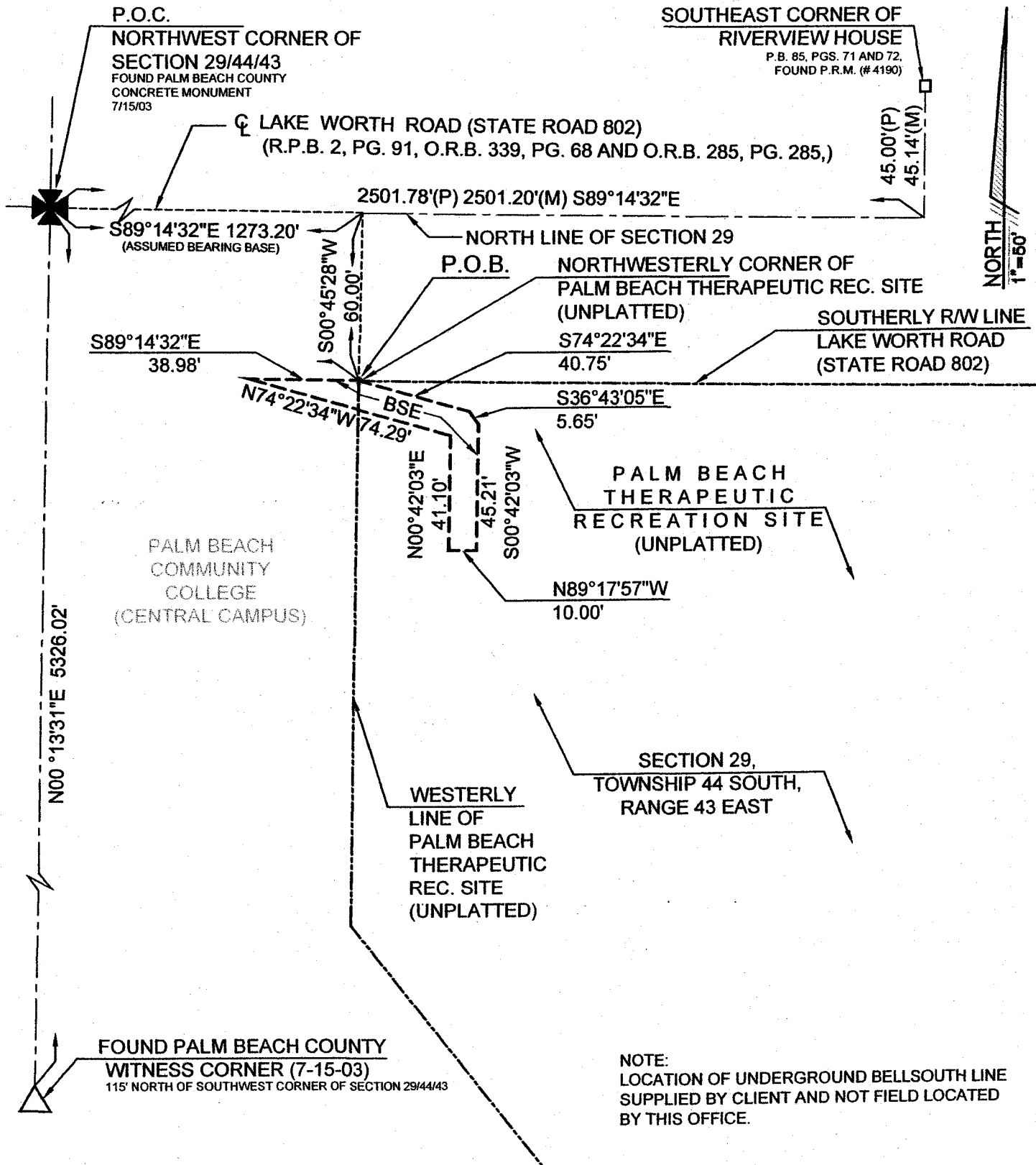
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**PALM BEACH
THERAPEUTIC
BELLSOUTH EASEMENT**

EXHIBIT "A"

SHEET NO. 1 OF 2 JOB NO. 2602

SKETCH ONLY NOT A BOUNDARY SURVEY



Landmark Surveying & Mapping Inc.
1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33406
PHONE : (561) 433-5405
LB #4396

PALM BEACH THERAPEUTIC BELLSOUTH EASEMENT

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EXHIBIT "A"

SHEET NO. 2 OF 2 JOB NO. 2602