

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:

[Handwritten signature] 8-31-07
 OFMB *[Handwritten initials]* 8/31/07
[Handwritten signature] 8/31/07
 Contract Development and Control 8/31/07

B. Legal Sufficiency:

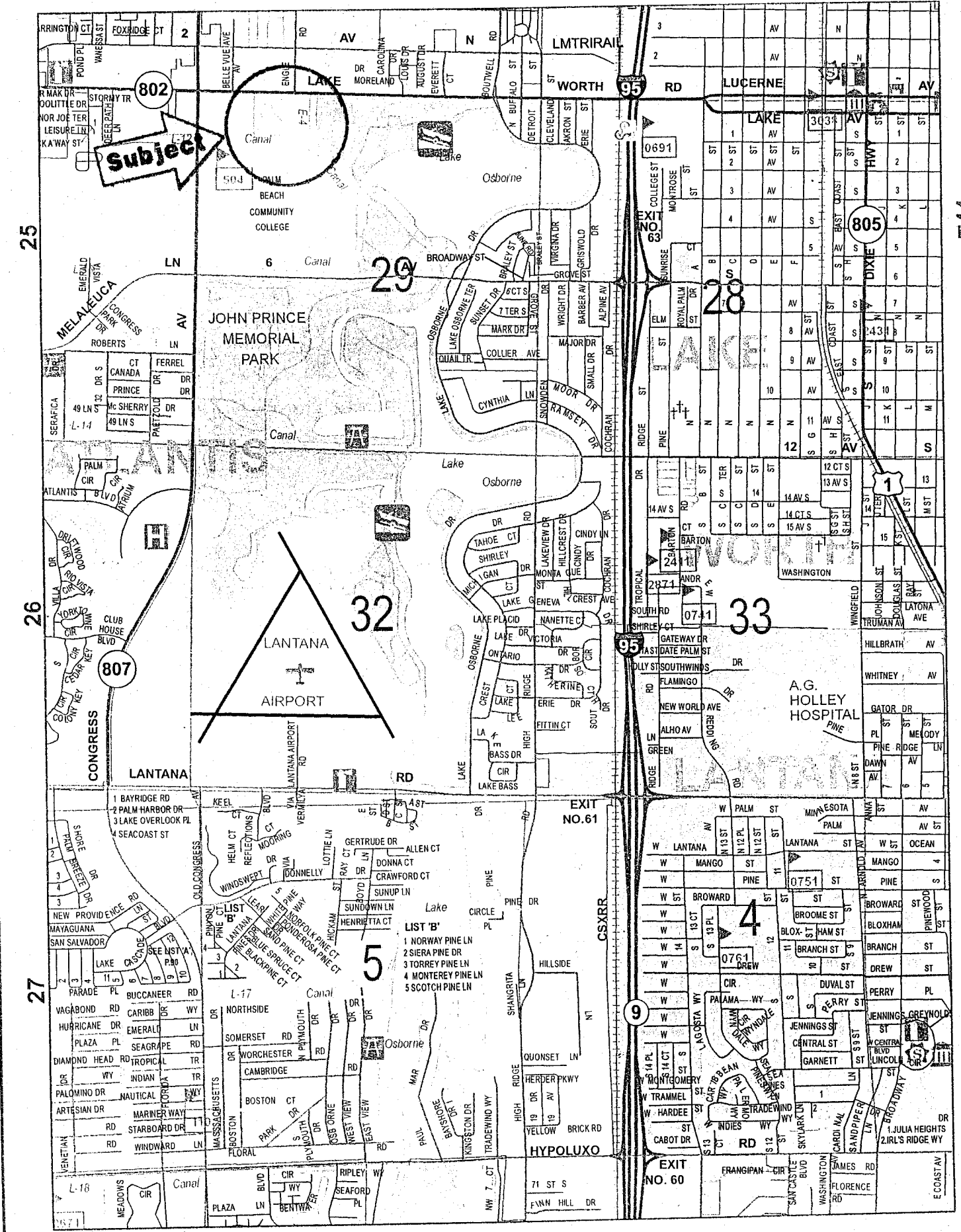
[Handwritten signature] 8/6/07
 Assistant County Attorney

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.



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

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 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 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.

3. 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.

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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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:

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: Ret. Anthony Wolf
Department Director

SKETCH ONLY NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

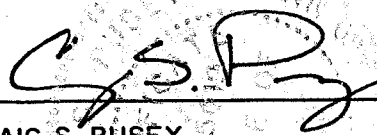
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 89°14'32" EAST ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 1400.18 FEET; THENCE SOUTH 00°45'28" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH ROAD (STATE ROAD 802), SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE SOUTH 89°14'32" EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH ROAD, A DISTANCE OF 34.31 FEET; THENCE SOUTH 72°17'47" EAST, A DISTANCE OF 37.86 FEET; THENCE SOUTH 48°12'28" EAST, A DISTANCE OF 25.37 FEET; THENCE SOUTH 21°55'19" EAST, A DISTANCE OF 16.49 FEET; THENCE SOUTH 06°26'53" EAST, A DISTANCE OF 122.12 FEET; THENCE SOUTH 03°30'03" WEST, A DISTANCE OF 69.90 FEET; THENCE SOUTH 77°19'20" WEST, A DISTANCE OF 15.80 FEET; THENCE NORTH 89°19'41" WEST, A DISTANCE OF 14.43 FEET; THENCE NORTH 00°40'19" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°19'41" EAST, A DISTANCE OF 13.26 FEET; THENCE NORTH 77°19'20" EAST, A DISTANCE OF 7.12 FEET; THENCE NORTH 03°30'03" EAST, A DISTANCE OF 61.52 FEET; THENCE NORTH 06°26'53" WEST, A DISTANCE OF 119.89 FEET; THENCE NORTH 21°55'19" WEST, A DISTANCE OF 12.80 FEET; THENCE NORTH 48°12'28" WEST, A DISTANCE OF 20.91 FEET; THENCE NORTH 72°17'47" WEST, A DISTANCE OF 68.55 FEET TO THE POINT OF BEGINNING AFORE DESCRIBED.

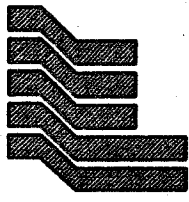
SURVEYORS NOTES:

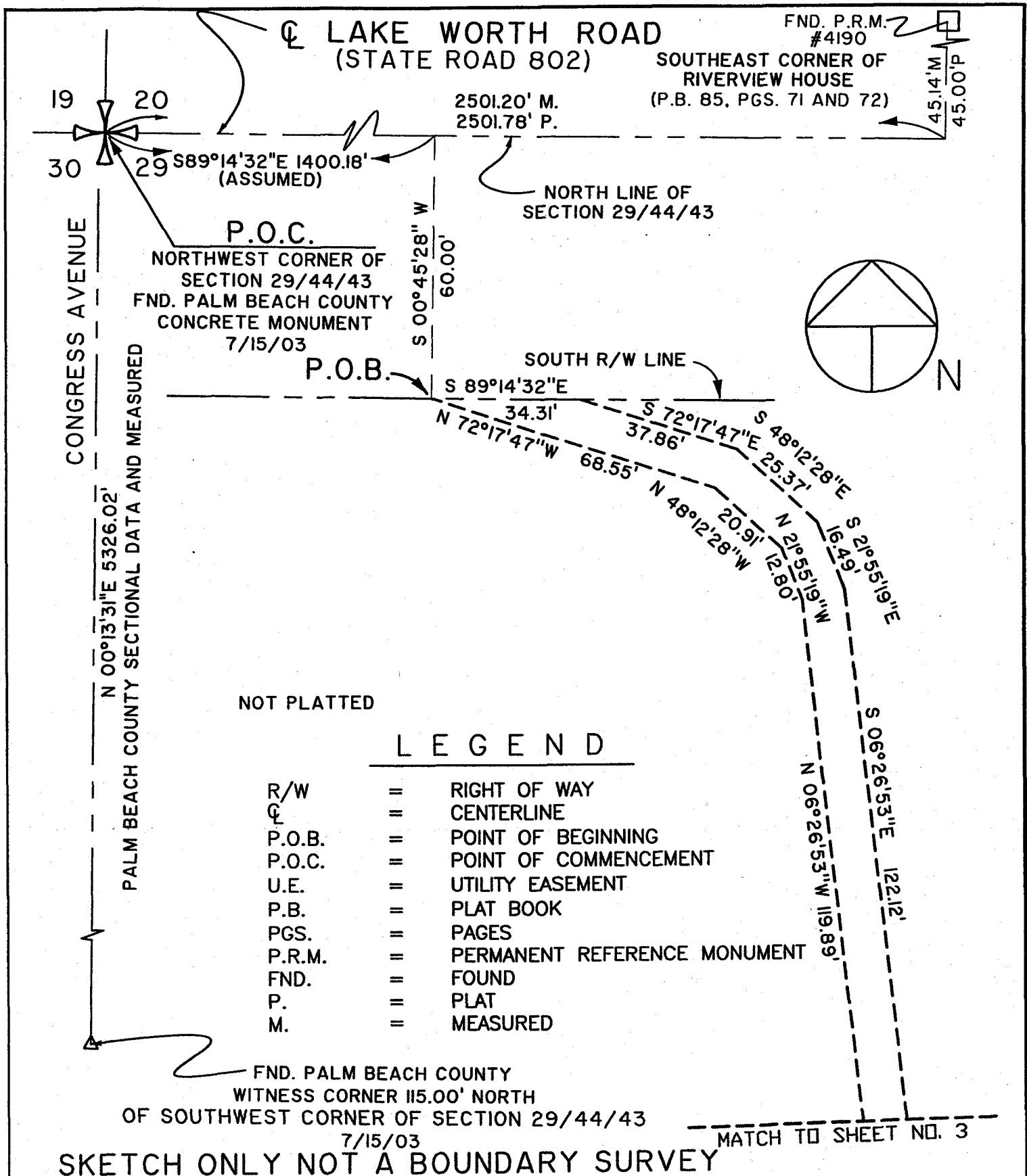
1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY THIS OFFICE.
2. THE BEARINGS AS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY FLORIDA HAVING AN ASSUMED BEARING OF SOUTH 89°14'32" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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


 CRAIG S. PUSEY
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5019

	Landmark Surveying & Mapping Inc. 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-5405 LB #4396			10' UTILITY EASEMENT PALM BEACH COUNTY THERAPEUTIC CENTER	
	FIELD: N/A	DRAWN: J.B.S.	SCALE: N/A		
	BOOK: N/A	DATE: OCT., 06	PROJ. FILE 2602		
	PAGE: N/A	CHECKED: C.S.P.	CADDFILE 2602UE	SHEET NO. 1 OF 3	JOB NO. 2602



NOT PLATTED

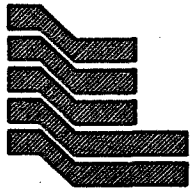
LEGEND

- R/W = RIGHT OF WAY
- ☉ = CENTERLINE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- U.E. = UTILITY EASEMENT
- P.B. = PLAT BOOK
- PGS. = PAGES
- P.R.M. = PERMANENT REFERENCE MONUMENT
- FND. = FOUND
- P. = PLAT
- M. = MEASURED

FND. PALM BEACH COUNTY
WITNESS CORNER 115.00' NORTH
OF SOUTHWEST CORNER OF SECTION 29/44/43
7/15/03

SKETCH ONLY NOT A BOUNDARY SURVEY

MATCH TO SHEET NO. 3

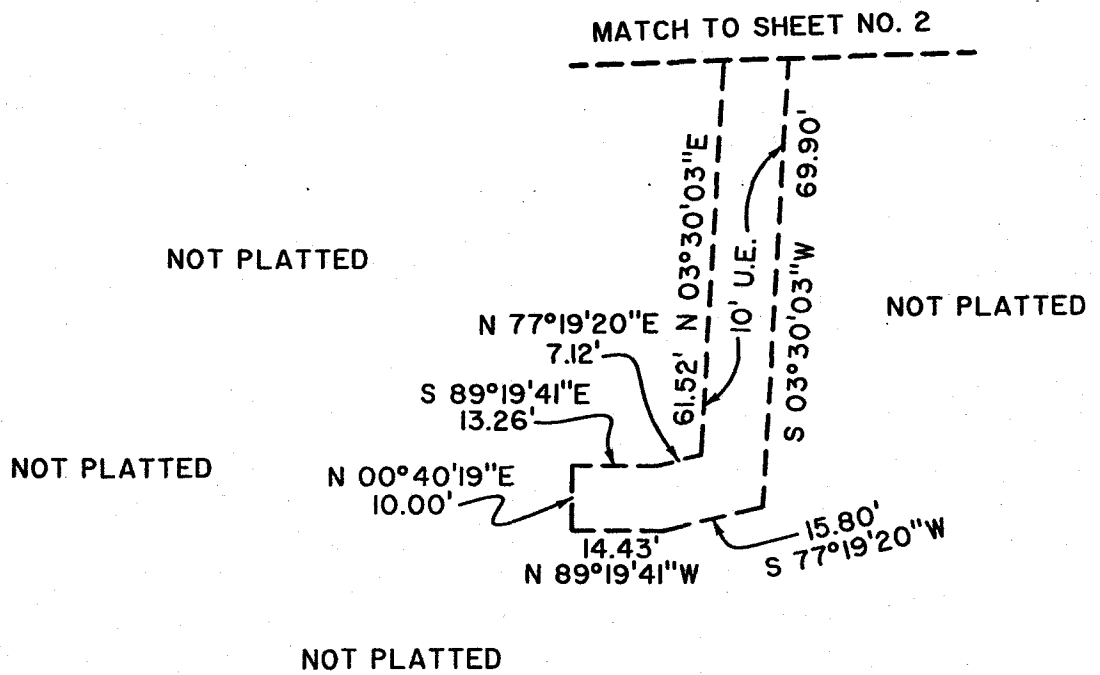
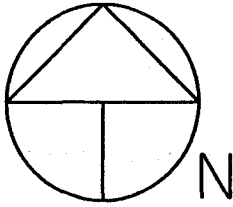


Landmark Surveying & Mapping Inc.
1850 FOREST HILL BOULEVARD, SUITE 100
WEST PALM BEACH, FL 33406
PHONE : (561) 433-5405
LB #4396

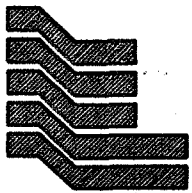
**10' UTILITY EASEMENT
PALM BEACH COUNTY
THERAPEUTIC CENTER**

FIELD: N/A	DRAWN: J.B.S.	SCALE: 1" = 30'
BOOK: N/A	DATE: OCT., 06	PROJ. FILE 2602
PAGE: N/A	CHECKED: C.S.P.	CADDFILE 2602UE

SHEET NO. 2 OF 3 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

**10' UTILITY EASEMENT
 PALM BEACH COUNTY
 THERAPEUTIC CENTER**

FIELD: N/A	DRAWN: J.B.S.	SCALE: 1" = 30'
BOOK: N/A	DATE: OCT., 06	PROJ. FILE 2602
PAGE: N/A	CHECKED: C.S.P.	CADDFILE 2602UE

SHEET NO. 3 OF 3 JOB NO. 2602

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

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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: Ret Amy Wolf
Department Director

LEGAL DESCRIPTION

SKETCH ONLY NOT A BOUNDARY SURVEY

A PARCEL OF LAND BEING A PORTION OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. SAID PARCEL 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 1493.00 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) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°14'32" EAST ALONG THE SOUTHERLY LINE OF SAID LAKE WORTH ROAD, A DISTANCE OF 10.02 FEET; THENCE SOUTH 02°34'36" EAST, A DISTANCE OF 106.27 FEET; THENCE SOUTH 47°50'28" EAST, A DISTANCE OF 7.22 FEET; THENCE SOUTH 01°42'40" WEST, A DISTANCE OF 79.28 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 24.17 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 24.47 FEET; THENCE SOUTH 01°42'40" WEST, A DISTANCE OF 42.66 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 28.76 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 19.05 FEET; THENCE NORTH 01°42'40" EAST, A DISTANCE OF 99.23 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 16.36 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 16.66 FEET; THENCE NORTH 01°42'40" EAST, A DISTANCE OF 8.38 FEET; THENCE NORTH 47°50'28" WEST, A DISTANCE OF 6.77 FEET; THENCE NORTH 02°34'36" WEST, A DISTANCE OF 17.24 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 25.56 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.11 FEET; THENCE NORTH 02°34'36" WEST, A DISTANCE OF 63.93 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 24.22 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 23.77 FEET; THENCE NORTH 02°34'36" WEST, A DISTANCE OF 9.83 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 0.081 ACRES MORE OR LESS.

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 :

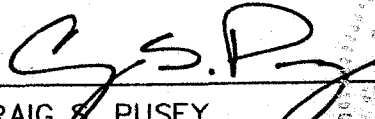
1.) NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.

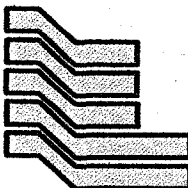
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CERTIFICATION:

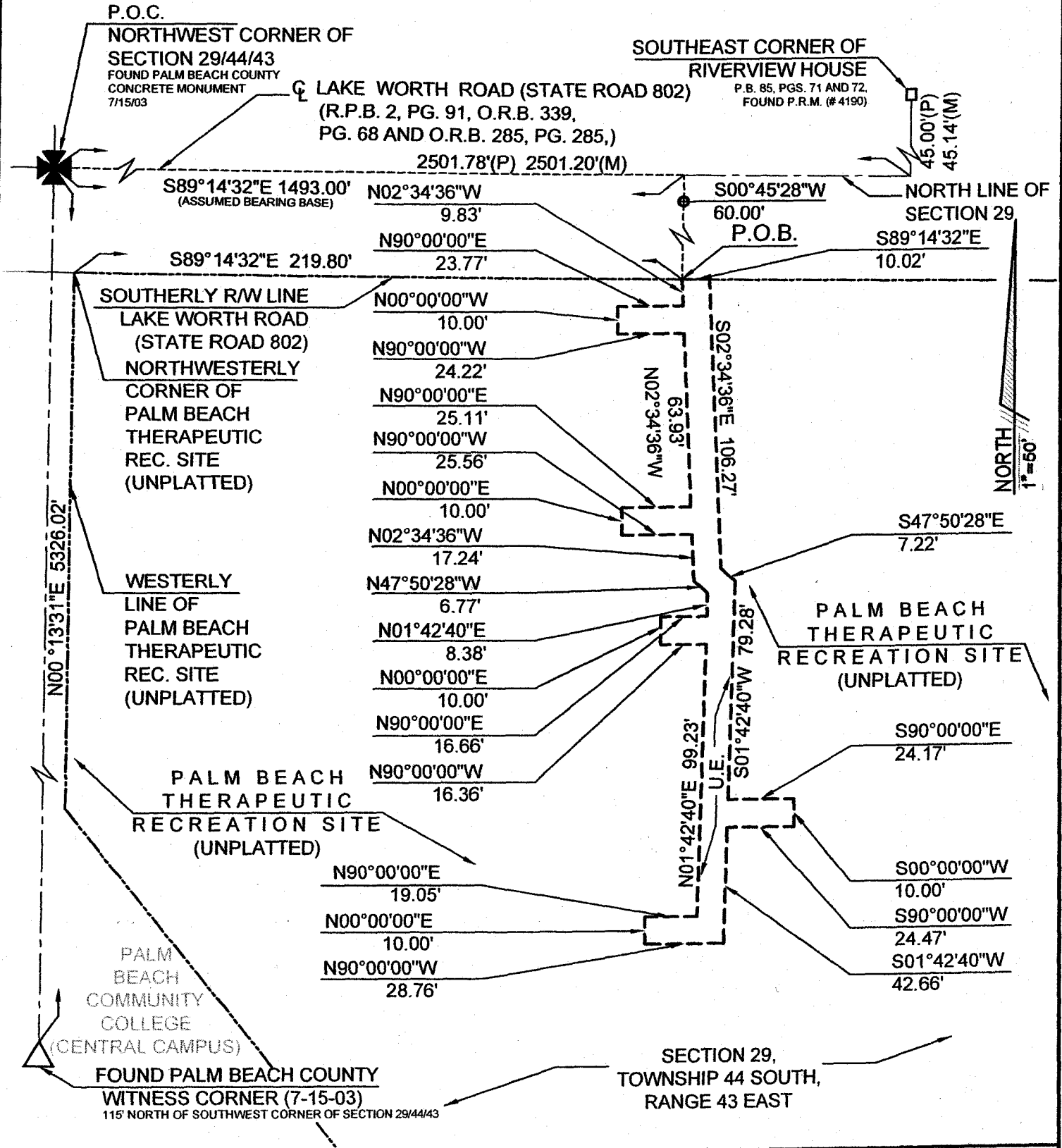
UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, MAP, SKETCH OR PLAT IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

DATE : 3/21/07
SIGNATURE DATE


CRAIG S. PUSEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5019

	Landmark Surveying & Mapping Inc. 1850 FOREST HILL BOULEVARD, SUITE 100 WEST PALM BEACH, FL 33406 PHONE : (561) 433-5405 LB #4396			PALM BEACH THERAPEUTIC UTILITY EASEMENT FOR CITY OF LAKE WORTH UTILITIES	
	FIELD: N/A	DRAWN: PICARD	SCALE: N/A	EXHIBIT "A"	
	BOOK: N/A	DATE: OCTOBER 06	PROJ. FILE 2602 CADDFILE 2602-UE.DWG	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 UTILITY EASEMENT FOR CITY OF LAKE WORTH UTILITIES	
	FIELD: N/A	DRAWN: PICARD	SCALE: AS NOTED	EXHIBIT "A"	
	BOOK: N/A	DATE: OCTOBER 06	PROJ. FILE: 2602 CADDFILE: 2602-UE.DWG	SHEET NO. 2 OF 2	JOB NO. 2602
PAGE: N/A	CHECKED: PUSEY				