



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>0</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>
# 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 Oul* 8-31-07  
 OFMB 8/31/07  
*Jim J. Jacoby* 9/14/07  
 Contract Development and Control 9/13/07

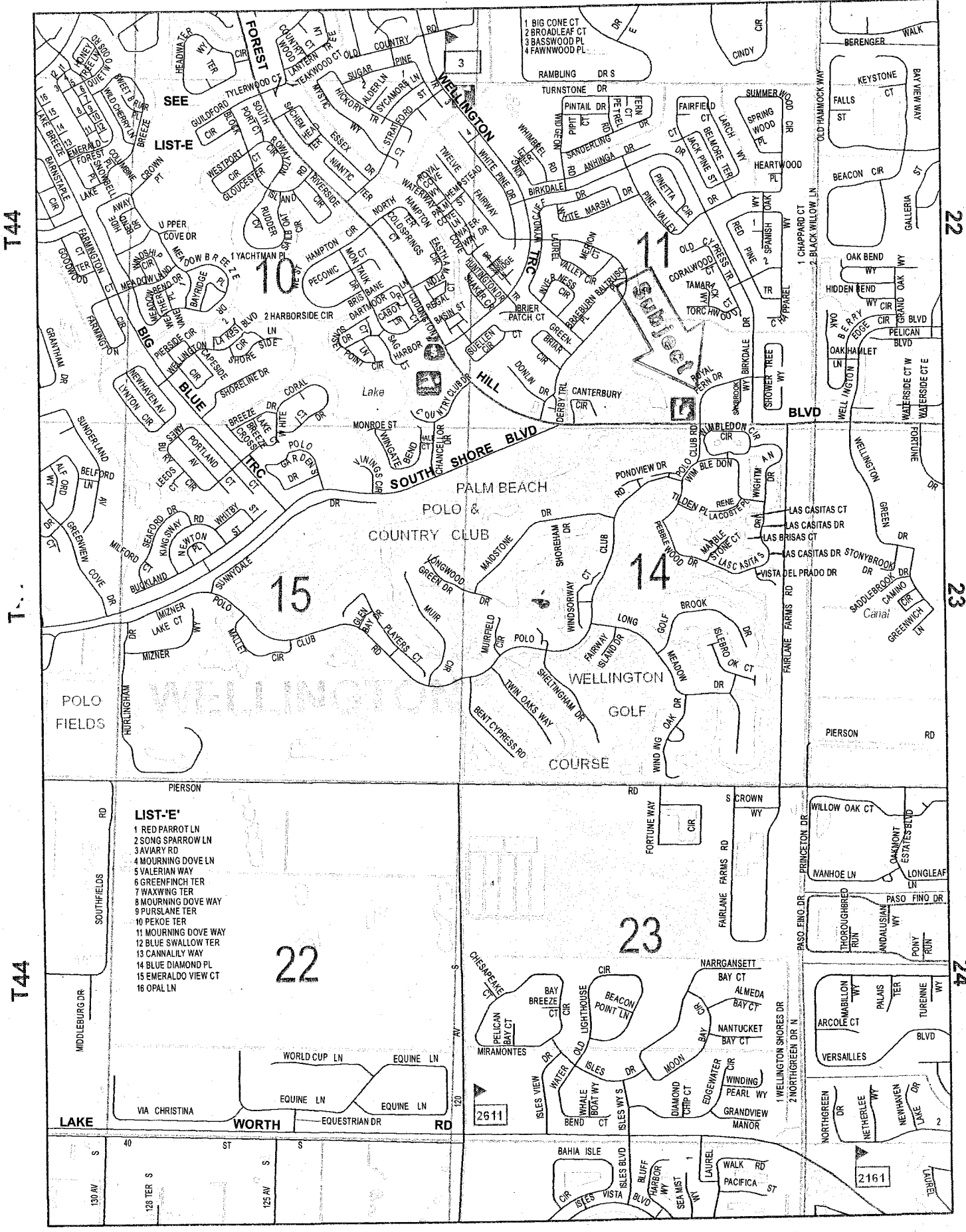
**B. Legal Sufficiency:**

*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.**



- LIST-E'**
- 1 RED PARROT LN
  - 2 SONG SPARROW LN
  - 3 AVIARY RD
  - 4 MOURNING DOVE LN
  - 5 VALERIAN WAY
  - 6 GREENFINCH TER
  - 7 WAXWING TER
  - 8 MOURNING DOVE WAY
  - 9 PURSLANE TER
  - 10 PEKOE TER
  - 11 MOURNING DOVE WAY
  - 12 BLUE SWALLOW TER
  - 13 CANNALLY WAY
  - 14 BLUE DIAMOND PL
  - 15 EMERALDO VIEW CT
  - 16 OPAL LN

**LOCATION MAP  
ATTACHMENT #1**

Handwritten signature or initials.

**GRANT OF EASEMENT  
for  
Wellington Branch Library**

**THIS EASEMENT**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, with offices at 301 North Olive Avenue, West Palm Beach, FL 33401, (hereinafter referred to as the "GRANTOR"), and the VILLAGE OF WELLINGTON, a municipal corporation, and the ACME IMPROVEMENT DISTRICT, a dependent special district thereof, having their principal place of business at 14000 Greenbriar Blvd., Wellington, Florida 33414 (hereinafter referred to collectively as "GRANTEE").

**WITNESSETH:**

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, as well as for the undertakings by the GRANTEE as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to GRANTEE an exclusive easement for the purposes of installing and maintaining a potable water distribution system and water/sewage collection system on, in, over, and under the following described real property attached hereto and incorporated herein as Exhibit "A".

Said exclusive easement shall be used by GRANTEE for access to, and further for use by GRANTEE for the construction, operation, and maintenance of a potable water distribution system and water/sewage collection system, and removal of the equipment, pipes and mains from time to time placed on or under said exclusive easement, and to excavate ditches or trenches for the location and placement of such potable water distribution system and water/sewage collection system, as may be necessary for the construction, operation, and maintenance of such system, or either system, and any lateral or necessary connection lines, pipes, or mains.

The GRANTOR, its successors and assigns, shall not plant any plants (other than grass) or build any structure in the easement area unless approved by GRANTEE. The GRANTOR, its successors, and assigns shall be responsible for maintaining all grass and all other permitted plans and structures within the easement without recourse to the GRANTEE.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, GRANTEE shall indemnify, defend and hold harmless GRANTOR against any actions, claims or damages arising out of GRANTEE's negligence in connection with its use of the easement premises, and to the extent permitted by law, GRANTOR shall indemnify, defend and hold harmless GRANTEE against any actions, claims, or damages arising out of GRANTOR's negligence in connection with the easement premises. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond 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 party's negligent, willful or intentional acts or omissions.

Where the context of this Easement allows or permits, the same shall include the successors or assigns of the parties.

This exclusive Easement shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees.

This exclusive Easement shall be governed by the laws of the State of Florida as now and hereafter in force.

The venue of any litigation arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has signed and sealed this document on the day and year first above written.

**ATTEST:**  
SHARON R. BOCK  
CLERK & COMPTROLLER

**PALM BEACH COUNTY**, a political  
Subdivision of the State of Florida

BOARD OF COUNTY  
COMMISSIONERS

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: Reed Ashmeyer Wolf  
Department Director

A STRIP OF LAND 32.00 FEET IN WIDTH FOR WATER & SEWER EASEMENT PURPOSES BEING A PORTION OF TRACT F, BIRKDALE CIVIC SITE REPLAT NO. ONE, AS RECORDED IN PLAT BOOK 100, PAGE 130, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 32.00 FEET OF TRACT F, BIRKDALE CIVIC SITE REPLAT NO. ONE AS RECORDED IN PLAT BOOK 100, PAGE 130, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**SURVEYORS REPORT:**

BEARINGS CITED ARE ASSUMED. THE WEST LINE OF TRACT F, BIRKDALE CIVIC SITE REPLAT NO. 1 BEARS N 00°11'35" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

THIS INSTRUMENT PREPARED BY WILLIAM ETHERIDGE, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER. 2300 N JOG RD, WEST PALM BEACH, FL 33411-2745.

*W. Etheridge*

PROJECT NO.  
2007009-30

SHEET:  
1

OF:  
2

PROJECT:  
DESCRIPTION SKETCH  
WELLINGTON BRANCH LIBRARY  
32' WATER & SEWER EASEMENT  
SECTION 11, TWP 44S, RGE 41E

DESIGN FILE NAME  
S-1-07-2734.DGN

DRAWING NO.  
S-1-07-2734

NO.	REVISION	BY	DATE

SCALE: 1"=40'

APPROVED: WCE


DRAWN: CAD

CHECKED: GWM

DATE DRAWN: 1/31/07

FIELD BOOK NO.  
NONE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS



ENGINEERING SERVICES

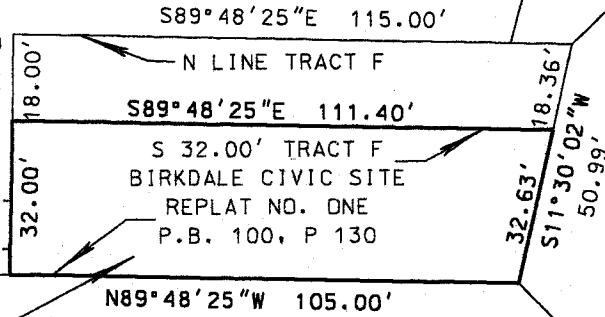
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

TRACT C  
BIRKDALE CIVIC SITE  
REPLAT NO. ONE  
P.B. 100, P. 130

TRACT G  
BIRKDALE CIVIC SITE  
REPLAT NO. ONE  
P.B. 100, P. 130

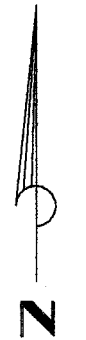
12' WATER EASEMENT  
P.B.CO. DRAWING  
S-1-06-2558

WATER AND SEWER EASEMENT  
PER THIS DRAWING



LOT 1  
BIRKDALE CIVIC SITE  
P.B. 71, P. 112

ROYAL FERN DR.  
BIRKDALE CIVIC SITE  
P.B. 71, P. 112



1"=40'