

AGENDA ITEM SUMMARY

Submitted For:

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

No fiscal impact.

C. Departmental Fiscal Review:

Charles Sumner

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John D. Duml 11-19-07
 OFMB
 11/19/07 11/16/07

Ann J. Jacob 11/20/07
 Contract Dev. and Control

This item complies with current
County policies.

B. Legal Sufficiency:

James Brink 11/21/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by & Return to:

Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: _____

UTILITY EASEMENT AGREEMENT

This EASEMENT is 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 **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose legal mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420 ("Grantee").

W I T N E S S E T H:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are 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 electric utility facilities, including transformers, cables, conduits and 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, 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 to permit any other person, firm or corporation to lay cable and conduit within the Easement Premises and to operate the same for Grantee's communication purposes. Together with the right of reasonable ingress and egress to said Easement Premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises, and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Premises which might interfere with or fall upon the Facilities installed within the Easement Premises.

THE CONDITION 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 Grantee abandons use of the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor.
3. Grantee further expressly agrees to maintain in good condition and repair, at its sole

cost and expense, its power lines and equipment within the Easement Premises at all times during the term hereof. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.

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. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

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

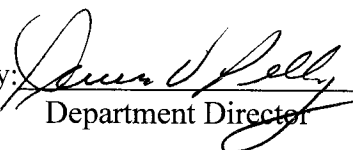
By:  _____
Department Director

Exhibit "A"

Legal Description/Site Sketch

10.00' FPL EASEMENT
(PBIA ADMINISTRATIVE BUILDING)

A STRIP OF LAND 10.00 FEET IN WIDTH FOR FPL EASEMENT PURPOSES, LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°22'59" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2312.56 FEET TO THE CENTERLINE OF 8TH STREET AS SHOWN ON PALM BEACH COUNTY DRAWING NUMBER 3-80-6198 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER; THENCE SOUTH 01°37'01" WEST ALONG SAID CENTERLINE, A DISTANCE OF 487.12 FEET; THENCE SOUTH 88°22'59" EAST, A DISTANCE OF 15.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET AS SHOWN ON SAID COUNTY DRAWING AND THE POINT OF BEGINNING; THENCE SOUTH 27°36'03" EAST, DISTANCE OF 44.11 FEET; THENCE SOUTH 88°04'35" EAST, A DISTANCE OF 424.34 FEET; THENCE SOUTH 11°16'17" EAST, A DISTANCE OF 37.90 FEET; THENCE SOUTH 01°18'24" EAST, A DISTANCE OF 42.85 FEET; THENCE SOUTH 22°48'44" EAST, A DISTANCE OF 94.25 FEET; THENCE SOUTH 02°56'12" WEST, A DISTANCE OF 31.72 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET AND AT RIGHT ANGLES TO THE EXISTING STRUCTURE AT THE SOUTH END OF THE DESCRIBED 10' FPL EASEMENT.

SURVEYOR'S REPORT

SAID EASEMENT CONTAINS 6,752 SQUARE FEET MORE OR LESS.


BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF NORTH 88°22'59" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

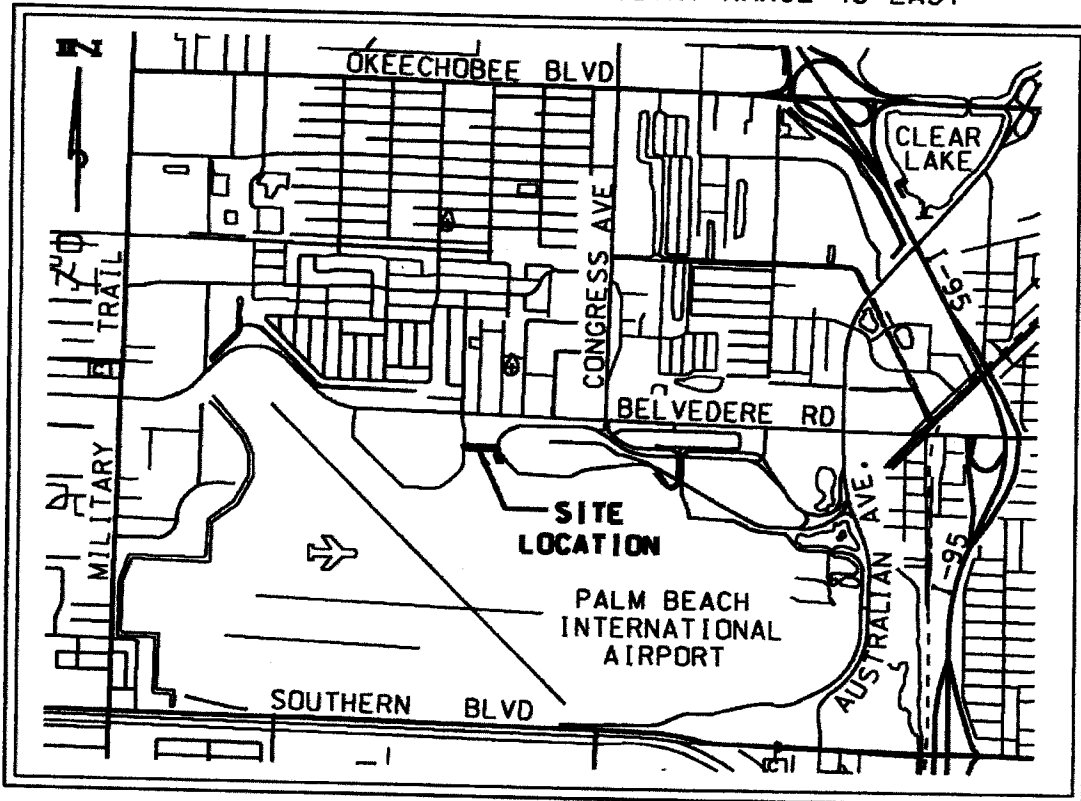
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT - AS READJUSTED BY PALM BEACH COUNTY IN 1998

PROJECT NO. 2007013-11	SHEET 1	PROJECT 10' FPL EASEMENT PBIA ADMINISTRATIVE BUILDING	SCALE: 1" = 800' APPROVED: G.W.M. DRAWN: E.A.O. CHECKED: W.C.E. DATE: 9/26/07 FIELD BOOK NO. 1123 S	REVISION	BY	DATE
DESIGN FILE NAME S-1-07-2765.DGN			DRAWING NO. S-1-07-2765			 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411

SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP

N.T.S.

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000042135

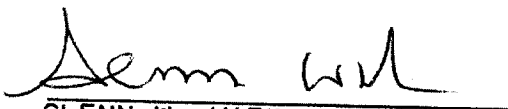
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

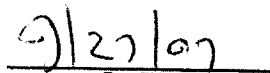
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

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

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304


DATE

NORTH QUARTER CORNER OF
SECTION 31, TOWNSHIP 43 SOUTH,
RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

P.O.C.
NORTHEAST CORNER OF SECTION 31,
TOWNSHIP 43 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

BELVEDERE ROAD

N88°22'59"W 2312.56'

858083.1380
951557.5840

858007.1780
954248.5200

PBIA LEASE PARCEL N-3
DWG. # S-3-05-2356

NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 31, TOWNSHIP
43 SOUTH, RANGE 43 EAST

S88°22'59"E
15.00'

P.O.B.

S27°36'03"E
44.11'

10' FPL EASEMENT

TERMINAL
ENTRANCE ROAD

8TH STREET
PER P.B.CO. DWG.
3-80-619B

S88°04'35"E 424.34'

S11°16'17"E
37.90'

S01°18'24"E
42.85'

S22°48'44"E
94.25'

S02°56'12"W
31.72'

P.O.T.

PBIA PROPERTY

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINING
P.O.T. = POINT OF TERMINUS
FPL = FLORIDA POWER & LIGHT
PBIA = PALM BEACH INTERNATIONAL
AIRPORT
CL = CENTERLINE

SCALE: 1" = 40'

THIS IS NOT A SURVEY

DATE OF AERIAL PHOTO - 01/20/05 - 01/25/05

PROJECT NO. 2007013-11 DRAWING NO. S-1-07-2765 PROJECT 10' FPL EASEMENT PBIA ADMINISTRATIVE BUILDING SHEET 3 OF 3

Prepared by & Return to:

Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: _____

UTILITY EASEMENT AGREEMENT

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WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which are 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 electric utility facilities, including transformers, cables, conduits and 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, 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:

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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

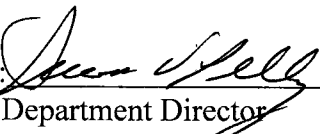
By:  _____
Department Director

Exhibit “A”

Legal Description/Site Sketch

10.00' FPL EASEMENT
(PBIA PARKING GARAGE)

A STRIP OF LAND 10.00 FEET IN WIDTH FOR FPL EASEMENT PURPOSES, LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY, SITUATED IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°22'59" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 28.58 FEET; THENCE SOUTH 01°37'01" WEST AT RIGHT ANGLES TO SAID SECTION LINE, DISTANCE OF 523.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75°24'40" WEST, A DISTANCE OF 10.24 FEET; THENCE SOUTH 69°56'35" WEST, A DISTANCE OF 65.97 FEET; THENCE NORTH 89°54'53" WEST, A DISTANCE OF 6.51 FEET; THENCE SOUTH 83°47'29" WEST, A DISTANCE OF 46.21 FEET; THENCE SOUTH 65°44'37" WEST, A DISTANCE OF 37.65 FEET; THENCE SOUTH 76°35'39" WEST, A DISTANCE OF 160.38 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTEND TO TERMINATE AT RIGHT ANGLES TO THE EXISTING STRUCTURE AT EACH END OF THE DESCRIBED 10' FPL EASEMENT.

SURVEYOR'S REPORT

SAID EASEMENT CONTAINS 3.205 SQUARE FEET MORE OR LESS.

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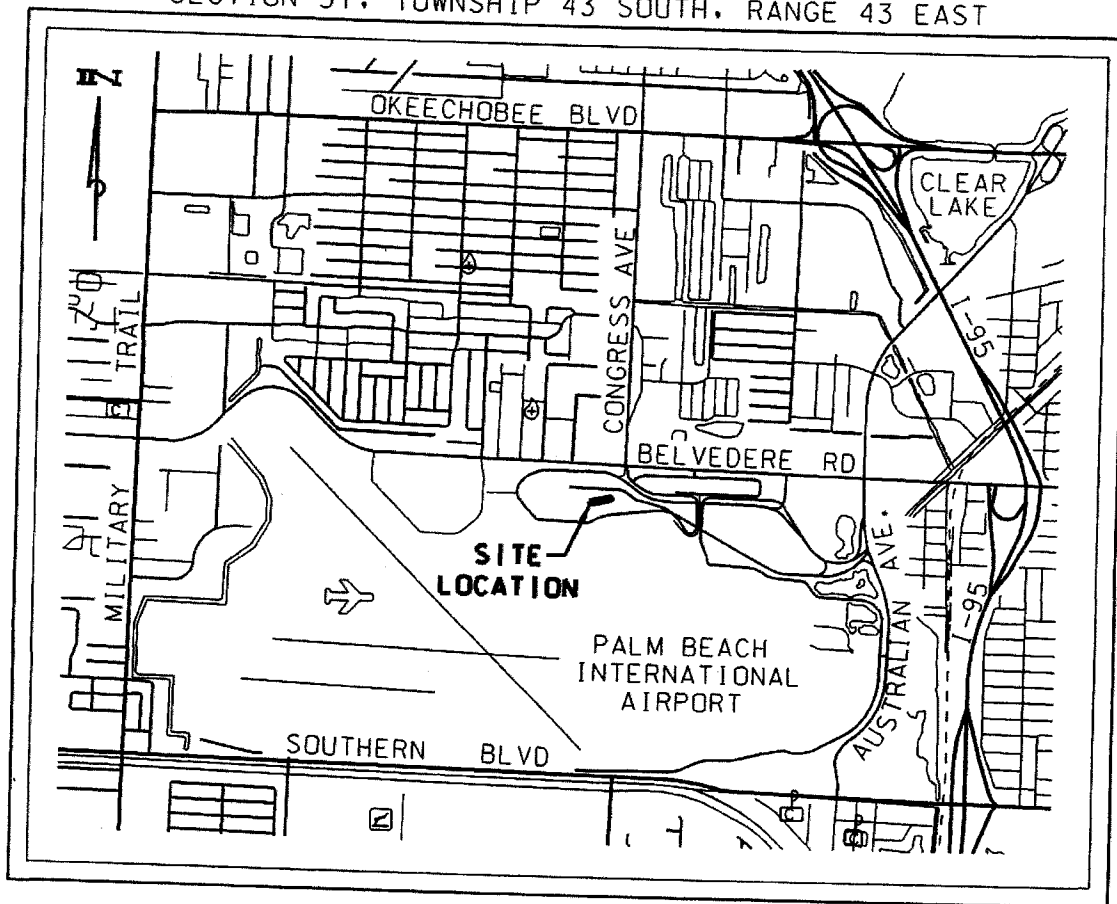
COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT - AS READJUSTED BY PALM BEACH COUNTY IN 1998

ZONE = FLORIDA EAST

PROJECT NO. 2007013-09	SHEET 3	PROJECT: 10' FPL EASEMENT PBIA PARKING GARAGE	DESIGN FILE NAME S-1-07-2756.DGN	DRAWING NO. S-1-07-2756	DATE 8/22/07	SCALE: 1" = 40'	APPROVED: C.W.M. DRAWN: S.L.D. CHECKED: W.C.E.	FIELD BOOK NO.	NO.	REVISION	BY	DATE
									 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411			

SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP

N.T.S.

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.00004305


GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

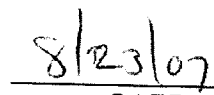
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NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
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I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN
HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER
61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027,
FLORIDA STATUTES.


GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304


DATE

NORTH QUARTER CORNER OF
SECTION 31, TOWNSHIP 43 SOUTH,
RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

BELVEDERE ROAD
N88°22'59"W

P.O.C.
NORTHEAST CORNER OF SECTION 31,
TOWNSHIP 43 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

858007.1780
954248.5200

CONGRESS
AVE.

SHEET: 3 OF 3

858083.1380
951557.5840

NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 31,
TOWNSHIP 43 SOUTH,
RANGE 43 EAST

PBIA PROPERTY

10' FPL EASEMENT

S69°56'35"W
65.97'

S83°47'29"W
46.21'

FPL
VAL

P.O.B.

S76°35'39"W
160.38'

S65°44'37"W
37.65'

N75°24'40"W
10.24'

S00°58'30"W

EAST LINE OF THE NORTHEAST QUARTER OF
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS
CL = CENTERLINE

FPL = FLORIDA POWER & LIGHT
PBIA = PALM BEACH INDIAN ARROWWOOD

SCALE: 1" = 40'

THIS IS NOT A SURVEY

APPROXIMATE PARKING
GARAGE LOCATION

PROJECT: 2007013-09
DRAWING NO. S-1-07-2756
PROJECT: 10' FPL EASEMENT - PBIA PARKING GARAGE

PROJECT: 2007013-09
DRAWING NO. S-1-07-2756
PROJECT: 10' FPL EASEMENT - PBIA PARKING GARAGE