

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Cost	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-

NET FISCAL IMPACT

**# ADDITIONAL FTE
POSITIONS (Cumulative)**

Is Item Included in Current Budget? Yes ___ No ___
 Budget Account No.: Fund ___ Dept. ___ Unit ___ RevSrc/Object ___
 Program _____

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

This item has no fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 4/9/08

III. REVIEW COMMENTS

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

<p><u> Skurillhite 4.30.08 </u> OFMB SW 4/22/08 CN 4/22/08</p>	<p><u> Jim J. Jawel 5/1/08 </u> Contract Dev. and Control E. H. H. 5/1/08</p>
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B. Legal Sufficiency:

**This item complies with current
County policies.**

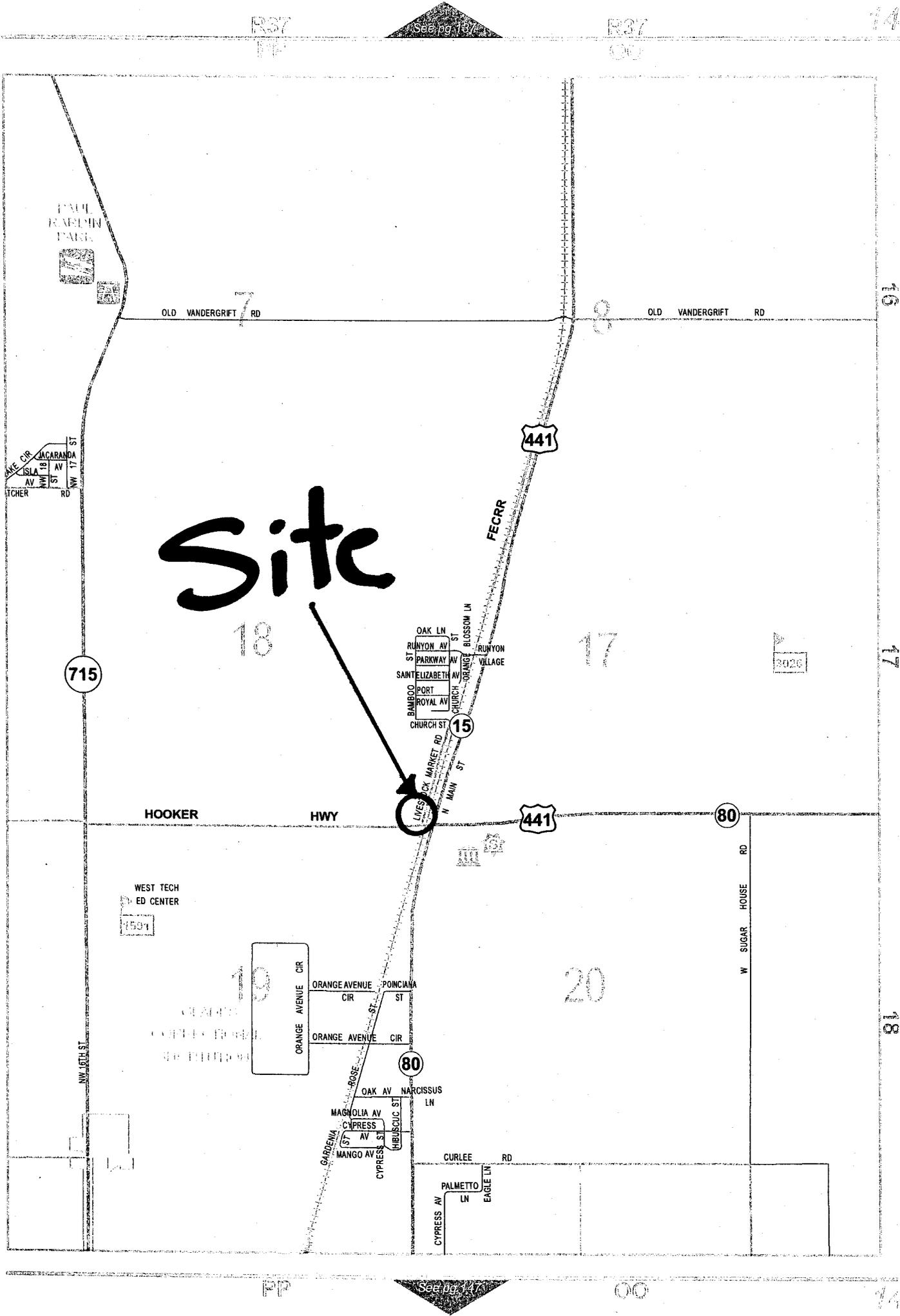
 Paul F. [Signature] 5/2/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Location Map



RETURN TO: WC 1066

Palm Beach County
Right-of-Way Acquisition
Post Office Box 21229
West Palm Beach, Florida 33416
Attn: Kat 1010

PREPARED BY:

Paul King, Assistant County Attorney
Post Office Box 21229
West Palm Beach, Florida 33416

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT, hereinafter **AGREEMENT**, is made and entered into this _____, by and between **WESTERN PALM BEACH COUNTY FARM BUREAU**, hereinafter **BUREAU**, whose mailing address is 3019 STATE ROAD 15, SUITE 5, BELLE GLADE, FLORIDA 33430, and **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, hereinafter **COUNTY**, whose mailing address is Post Office Box 21229, West Palm Beach, Florida 33416.

WHEREAS, the **COUNTY** is the owner of a certain right-of-way for Livestock Market Road in Section 17, Township 43 South, Range 37 East; and,

WHEREAS, the **BUREAU** is the owner of certain property adjacent to the **COUNTY** owned Livestock Market Road right-of-way; and,

WHEREAS, the **BUREAU** desires to encroach into the County's right-of-way for Livestock Market Road, for the purpose of maintaining a portion of a building, a driveway entrance, and a portion of parking, as shown on **Exhibit "A"**, attached hereto and made a part hereof, hereinafter **ENCROACHMENTS**; and,

WHEREAS, the **ENCROACHMENTS** do not currently impede the **COUNTY'S** use of the right-of-way, and do not pose any current interference with the Public's use of the right-of-way; and,

WHEREAS, the **COUNTY** agrees to permit the **ENCROACHMENTS** into the right-of-way for Livestock Market Road, as shown on Exhibit "A", until such time as the **BUREAU** is notified by the County to remove the **ENCROACHMENTS**

NOW, THEREFORE, in consideration of the sum of ten dollars \$10.00 and mutual covenants, promises, and representations herein, the parties agree as follows:

1. The recitals set forth are hereby approved and incorporated in this AGREEMENT.
 2. It is agreed by the COUNTY that the BUREAU shall maintain the ENCROACHMENTS, as shown on Exhibit "A", within in the COUNTY owned right-of-way for Livestock Market Road.
 3. In accordance with Florida Statute 337.407, there will be no commercial signs or advertising allowed within the right-of-way without express written permission from the COUNTY.
 4. Without waiver and to the extent permitted by law, the BUREAU agrees to be responsible for any and all claims, damages, losses, and expenses arising from the ENCROACHMENTS located in the right-of-way for Livestock Market Road, including, but not limited to, the exercising of any and all rights by public and private utilities within the right-of-way. The COUNTY will not be held liable for any damage to the abutting portions of the structure, the driveway entrance, or the parking due to maintenance, repair or replacement of its existing infrastructure adjacent to the property owned by the BUREAU. The County agrees to use due care in exercising its rights to maintenance, repair or replacement.
 5. Except as modified herein, this AGREEMENT shall be subject to all applicable provisions of law. A copy of this AGREEMENT will be filed with the Clerk of the Circuit Court, Public Records, Palm Beach, County, Florida.
 6. The BUREAU will maintain adequate liability insurance on the property at all times during the life of this AGREEMENT. A Certificate of Insurance, showing the COUNTY as an additional insured, will be required each year. Failure by the BUREAU to maintain said insurance, or failure to produce the required certificate, shall be deemed a breach of this AGREEMENT, and shall cause the permission herein granted to be revoked.
 7. This AGREEMENT may only be amended or modified upon written mutual consent of the BUREAU and the COUNTY.
 8. This AGREEMENT will become effective upon approval by the Palm Beach County Board of County Commissioners and recordation in the Palm Beach County Public Records.
 9. This AGREEMENT will not "run with the land" that is currently owned by the BUREAU, being adjacent to the right-of-way for Livestock Market Road, and no portions of this AGREEMENT will benefit any heirs, successors, assigns, and/or lessees of the BUREAU.
 10. This AGREEMENT is for the ENCROACHMENTS, as detailed on Exhibit "A", only. No other encroachments of any nature are allowed by virtue of this AGREEMENT. Any changes or modifications to the ENCROACHMENTS must be approved in writing by the office of the County Engineer. Failure to obtain the required written approval shall be deemed a breach of this AGREEMENT, and shall cause the permission herein granted to be revoked.
 11. The BUREAU agrees to immediately remove any and/or all of the ENCROACHMENTS upon receipt of written notice by the County.
 12. This AGREEMENT represents the entire understanding by the parties and supercedes all other negotiations, or agreements, either written or oral, relating to this AGREEMENT.
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IN WITNESS WHEREOF, the parties unto this AGREEMENT have set their hands and seals on the day and date first written.

SIGNATURE OF TWO WITNESSES REQUIRED

Eliana O. Vera
Witness

Eliana O. Vera
Typed or printed name

Michael K. Chansey
Witness

Michael K. Chansey
Typed or printed name

Western Palm Beach City Farm Bureau
Corporation Name

By: [Signature]

Stephen M. Prichard
Typed or printed name

First Vice President
Title or Office

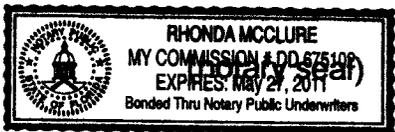
STATE OF Florida

(corporate seal)

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this _____ by _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Witness my hand and official seal this 13 day of March, 2008



Signed: Rhonda McClure
Notary Public in and for the
County and State aforementioned

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
Clerk (or Deputy Clerk)

BY: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
COUNTY ATTORNEY

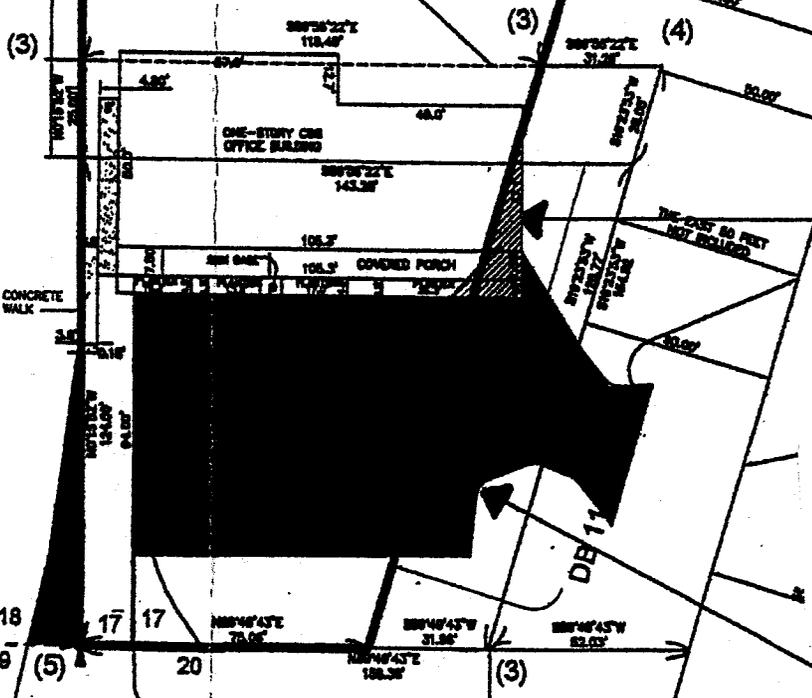
[Signature]
BY: _____
ENGINEERING DEPT.

Exhibit "A"
1 of 1

O.R.B. 2589, P.1426
THE NORTH 200 FEET OF THE SOUTH 349 FEET
LYING WEST OF THE FLORIDA EAST COAST RAILWAY
WESTERLY RIGHT-OF-WAY LINE
LESS A STRIP OF LAND 80 FEET IN WIDTH
O.R.B. 1140, P.697

NOT INCLUDED
80-FT. RIGHT-OF-WAY
DB 1140, P. 697

THE NORTH 26 FT.
OF THE SOUTH 149 FEET.
O.R.B. 1026, P.125



WESTERLY RIGHT-OF-WAY LINE
FLORIDA EAST COAST RAILWAY
RAILWAY CENTERLINE
FLORIDA EAST COAST RAILWAY

GOOD LINE & DISTANCE
30 LINE AND DISTANCE
1 IN GUY WIRE CONC. BASE
NO LINE AND DISTANCE

HOOKER HIGHWAY

S, INC. L.B. 3411	DATE	12-9-05			BOUNDARY SURVEY FOR: WESTERN
	SCALE	1"=20'			
DE (561) 680-8815	DRAWN	PAG			PALM BEACH COUNTY
	PG No.	43-37 1	ADDED PAVED PARKING, PLANTERS & SIGN	FG 8-16-07	
REAL	CHECKED	FG NO.	REVISIONS	BY DATE	