

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: C. Nohl Seim

III. REVIEW COMMENTS

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

No fiscal impact.

OC Achillwhite 5.2.08
 OFMB 28 40
 4/29/2008 5/1/08 4/30/08 4/25

5/6/08 Jim J. Javel 5/5/08
 Contract Dev. and Control

B. Legal Sufficiency:

James Bralov 5/6/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by & Return to:

Ray Walter, Director, Airport Properties
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

PCN: 00-42-43-36-00-000-5040 (portion)

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 wires, cables, conduits, appurtenant equipment and a pad-mounted transformer (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

AN FPL EASEMENT IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, AND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36, N88°44'23"W FOR 1737.08 FEET; THENCE N01°15'37"E FOR 404.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 (SOUTHERN BLVD.) PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93120-2553 AND THE POINT OF BEGINNING; THENCE CONTINUE N01°15'37"E FOR 196.46 FEET TO THE END OF SAID CENTERLINE.

IT IS INTENDED FOR THE SIDELINES OF THE DESCRIBED EASEMENT TO BE LENGTHENED OR SHORTENED, AS NECESSARY, TO INTERSECT THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 (SOUTHERN BLVD.)

CONTAINING 1965 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N88°44'23"W ALONG THE SOUTH LINE OF SECTION 36.

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- S.R. - STATE ROAD
- PBCo - PALM BEACH COUNTY
- PBIA - PALM BEACH INTERNATIONAL AIRPORT
- PBSO - PALM BEACH SHERIFF'S OFFICE
- FDOT - FLORIDA DEPT. OF TRANSPORTATION

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

[Signature]

 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: APR 18 2008

BP
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 305, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION FPL EASEMENT	
DRAWN: MB	PROJ. No. 07-033
CHECKED: JEP	SCALE: NONE
AVIATION HANGER PBSO/PBIA	DATE: 4/16/08
	SHEET 1 OF 2

PBSO AVIATION
AT PBIA

END OF CENTERLINE



WEST
BOUNDARY
LINE

SOUTH BOUNDARY LINE

CENTERLINE OF 10' FPL EASEMENT

5'
N01°15'37"E
196.46'

P.O.B.

NORTH R/W LINE OF S.R. 80
(SOUTHERN BLVD.)
PER FDOT R/W MAP
SECTION 93120-2553

N01°15'37"E
404.54'

SOUTHEAST CORNER
SECTION 36/43/42
(PBCo Survey Dept.)
P.O.C.

SOUTH LINE OF SECTION 36

N88°44'23"W 1737.08'



BROWN & PHILLIPS, INC.

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(561) 615-3988, (561) 615-3986 FAX

FPL EASEMENT

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 07-033
CHECKED: JEP	SCALE: 1" = 40'
AVIATION HANGER PBSO/PBIA	DATE: 4/16/08
	SHEET 2 OF 2