

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
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:

Jim [Signature] 4/22/09
 OFMB
 (110) 4/22/09 CW 4/20/09

Jim J. Jacobson 4/23/09
 Contract Development and Control

B. Legal Sufficiency:

James Burke 4/28/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

R37
PP

See pg 137

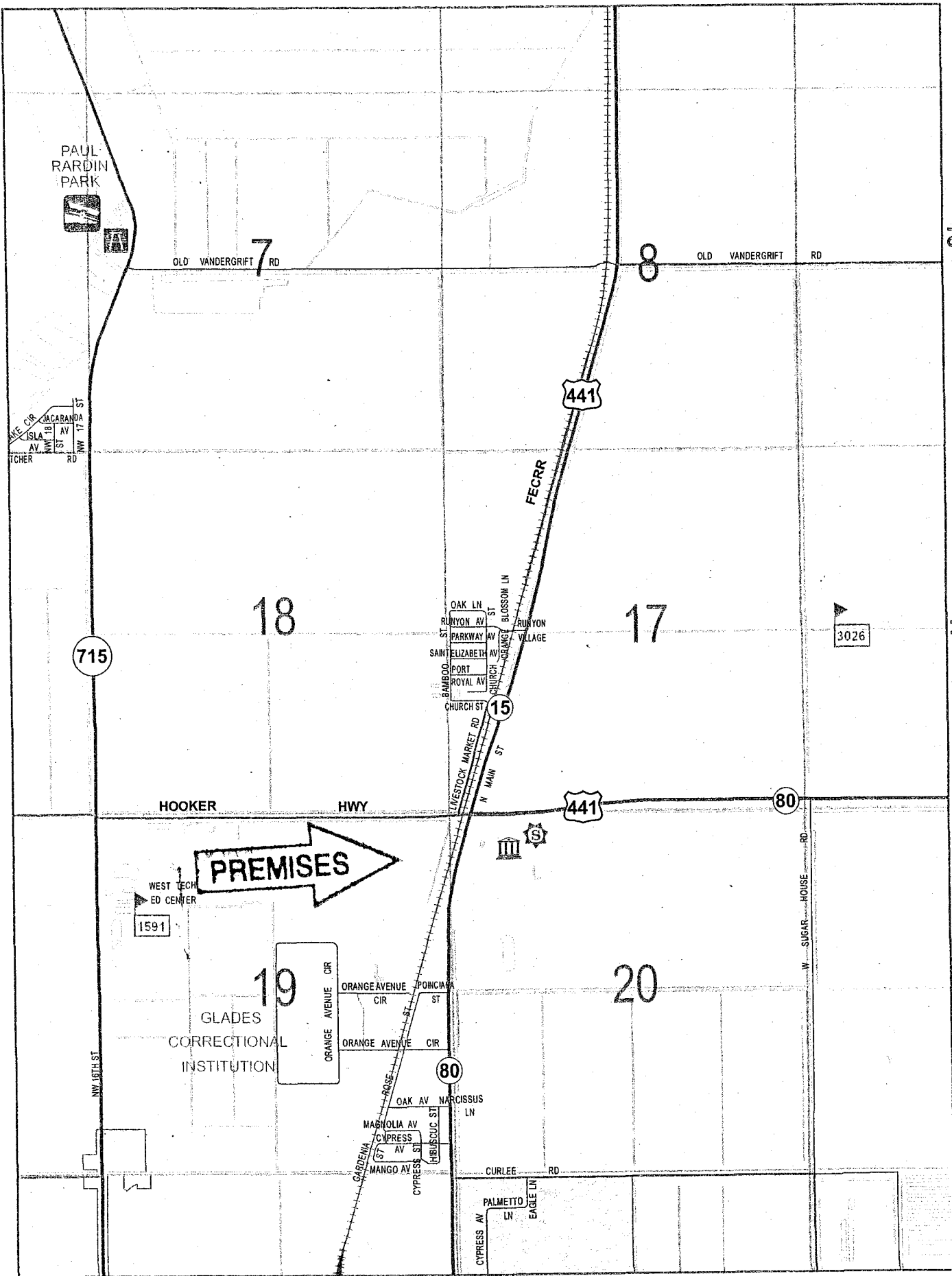
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LOCATION MAP



 ATT.#,

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 31973

THIS EASEMENT, made and entered into this _____ day of _____ 2009, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by Health Care District of Palm Beach County, Florida under Lease Number 4541; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for construction, installation, use, and maintenance of a public transit bus shelter including a boarding and alighting area within a portion of the leased premises of the lease; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Palm Beach County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. TERM: The term of this easement shall be for a period of fifty years commencing on _____, and ending on _____, unless sooner terminated pursuant to the provisions of this easement.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to construction, installation, use, and maintenance of a public transit bus shelter boarding and alighting area, which may include but is not limited to, a transit passenger shelter, seating area, transfer station, trash receptacles, bike racks, advertising, signage, lighting, landscaping, pavers, benches, and any other use or activity which reasonably relates to and facilitates the public transit purposes described herein, upon the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities

ATT. # 2

on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement. GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to

inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any

lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement which are attributed to GRANTEE'S use and operation of the easement area.

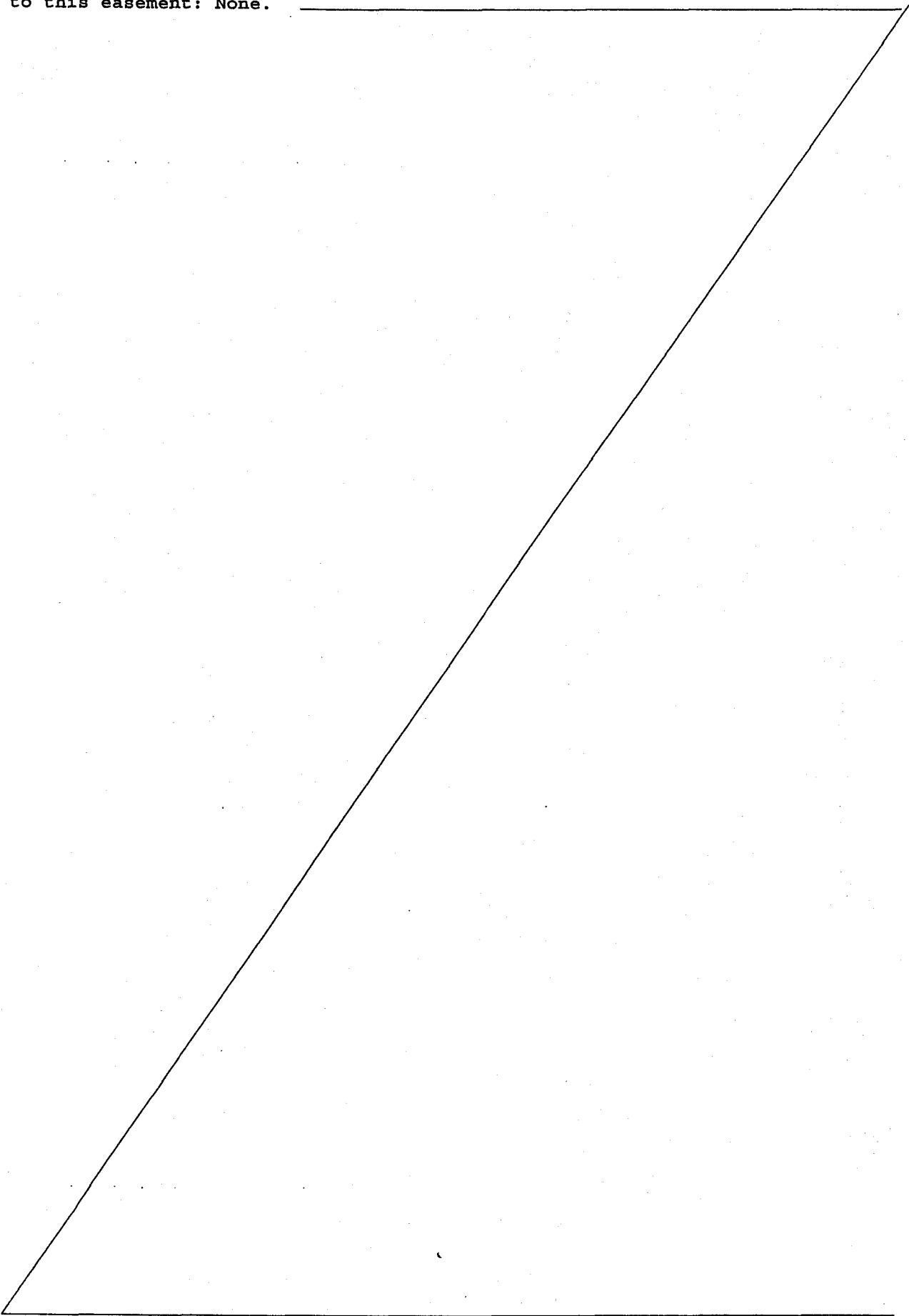
17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the reasonable opinion of GRANTOR, this easement is not used for the purposes outlined herein. County is prohibited from indemnifying beyond the statutory limits as per AGO opinion 2000-22. Each party shall be responsible for payment of its own attorneys' fees.

18. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this easement shall be in a state court of competent jurisdiction in Leon County, Florida

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. SPECIAL CONDITIONS: The following special conditions shall apply to this easement: None.



IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____ (SEAL)

GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

PALM BEACH COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____
John F. Koons, Chairman

Attest: _____
Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Keith Anthony Wolf
Department Director

"GRANTEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____
2009, by _____ and _____,
as _____ and _____,
respectively, on behalf of the Board of County Commissioners of Palm Beach County,
Florida. They are personally known to me or have produced _____
as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

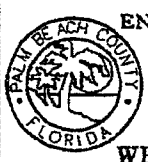
LEGAL DESCRIPTION

10' X 60' PALM TRAN EASEMENT
GLADES HOSPITAL PROJECT

A STRIP OF LAND 10.00 FEET IN WIDTH FOR PALM TRAN EASEMENT PURPOSES LYING IN SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, THENCE SOUTH 00°16'48" EAST ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HOOKER HIGHWAY, A 100 FOOT RIGHT-OF-WAY ACCORDING TO AN UNRECORDED TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 20960 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF S.R. 15, SECTION NO. 93130-2505; THENCE CONTINUE SOUTH 00°16'48" EAST ALONG SAID SECTION LINE, A DISTANCE OF 3.88 FEET TO A LINE LYING 122.37 FEET NORTHWESTERLY OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE FEC RAILROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 2159, PAGE 115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 16°26'24" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 58.52 FEET TO A LINE LYING 60.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF HOOKER HIGHWAY; THENCE SOUTH 89°57'41" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 1094.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°02'19" EAST AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 10.00 FEET TO A LINE LYING 70.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF HOOKER HIGHWAY; THENCE SOUTH 89°57'41" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 60.00 FEET; THENCE NORTH 00°02'19" WEST AT RIGHT ANGLES TO THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 10.00 FEET TO SAID LINE LYING 60.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLE TO) AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF HOOKER HIGHWAY; THENCE NORTH 89°57'41" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

APPROVED BY
DEP - BSM
SURVEY REVIEW SECTION
BSM# 5233
DATE 12-22-08

PROJECT NO. 2006049-01	SHEET 1 OF 5	PROJECT: GLADES HOSPITAL PROJECT 10' X 60' PALM TRAN EASEMENT		SCALE: 1" = 150' DRAWN BY: G.W.M. CHECKED BY: W.C.E. DATE: 04/20/07	NO.	REVISION	BY	DATE
		DESIGN FILE NAME S-1-07-2672.DGN	DRAWING NO. S-1-07-2672		1	REVISED DESCRIPTION	OWN	1/07
 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411				FIELD BOOK NO. 1023 H				