

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2009 | 2010 | 2011 | 2012 | 2013 |
|---|------------|----------|----------|----------|----------|
| Capital Expenditures | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Income (County) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match County | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | * <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No _____

Reporting Category N/A

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

* No Fiscal Impact

C. Department Fiscal Review: Alma M. West

III. REVIEW COMMENTS

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

John D. Smith 5-9-09
OFMB
285/6/09
m 5/11/09 CN 4/29/09

Dr. J. Jacobson 5/11/09
Contract Development and Control

B. Legal Sufficiency:

[Signature] 5/13/09
Assistant County Attorney

* Summary needs to be modified to conform w/ summary in agenda.

C. Other Department Review:

Department Director

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

Prepared by and Return to:
Gerald R. Pumphrey, Esq.
Greenway Professional Center
4495 Military Trail - #201
Jupiter, FL 33458

ACCESS EASEMENT

This Access Easement is made, granted and entered into this _____ day of _____, 2009, by and between **Jimbo Corporation**, hereinafter referred to as "Grantor", whose address is 312 South Congress Avenue, West Palm Beach, Florida 33406, and **Palm Beach County**, hereinafter referred to as "Grantee", c/o of Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

Whereas, Grantor owns the property described on **Exhibit "A"** attached hereto and made a part hereof by reference, hereinafter referred to as "Property"; and

Whereas, In order for Grantee to provide potable water, waste water and/or reclaimed water service, hereinafter referred to as "**Utility Service**", to the Property Grantee requires that Grantor provide Grantee with an Access Easement over a particular parcel of the Property, said parcel hereinafter referred to as "**Easement Premises**", prior to Grantee permitting Grantor to connect to Grantee's Utility Service; and

Whereas, Grantor desires to grant an Access Easement over the Easement Premises to Grantee in order to obtain Utility Service;

Now, Therefore, in consideration of the sum of **Ten Dollars (\$10)** and other valuable consideration, the receipt and sufficiency are hereby acknowledged, Grantor and Grantee hereby agree as follows:

Witnesseth:

Grantor does hereby grant to Grantee, its successors and assigns, a perpetual Access Easement to, upon, over and across the Easement Premises which shall permit Grantee the authority to enter upon the Easement Premises at any time to access certain Utility Service Facilities of Grantee located outside of the Easement Premises. The Easement Premises hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows: **See Exhibit "B"** attached hereto and made a part hereof. For purpose of this Access Easement, "Utility Service Facilities" shall be defined as the force main of Grantee presently located under Congress Avenue.

Grantee hereby covenants for itself and its successors and/or assigns with Grantor that Grantee shall only utilize said Easement Premises to access Grantee's Utility Service Facilities that are not located on Grantor's Property or the Easement Premises. Grantee shall only utilize the Easement Premises for the purposes of repair and/or replacement of the Utility Service that are not located on the Easement Premises. Grantee hereby covenants with Grantor that Grantee shall at no time install any Utility Service and/or any other type of facility and equipment in the Easement Premises. Further, Grantee hereby covenants that at all times that Grantee is utilizing the Easement Premises, Grantee shall not impede the ingress or egress to Grantor's Property through the Easement Premises. At all times that Grantee is utilizing the Easement Premises, Grantee hereby covenants that (1) Grantee shall always provide Grantor free access to Grantor's Property through the Easement Premises; and (2) Grantee shall take no action in relation with Grantee's use of the Easement Premises that shall require Grantor to close the business that Grantor operates on the Property.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the Property and Easement Premises herein described, and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances, unless specifically stated to the contrary. Grantor further covenants for itself and its successors and assigns that access to, upon, over, and across the Easement Premises shall remain unimpeded in perpetuity. Notwithstanding the foregoing, any structures existing as of the date of granting this Access Easement shall not be

Accepted By:

Attest:

**Sharon R. Bock, Clerk &
Comptroller**

**Palm Beach County, by its
Board of County
Commissioners**

**By: _____
Deputy Clerk**

**By: _____
John F. Koons
Chairperson**

(Seal)

**Approved As To Form and
Legal Sufficiency**

**Approved As To Terms And
Conditions**

**By: _____
County Attorney**

**By: _____
Department Director**

EXHIBIT "A"

Legal Description

The West 174 feet and the East 75 feet of Lot 1, MORRISON SUBURBAN DEVELOPMENT, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida; recorded in Plat Book 20, at Page 40.

LEGAL DESCRIPTION AND SKETCH
 SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST
 PALM BEACH COUNTY, FLORIDA

PROPOSED PALM BEACH COUNTY UTILITY EASEMENT
 JIMBO CORPORATION SITE / 312 SOUTH CONGRESS AVENUE
 WEST PALM BEACH, FLORIDA 33406-3020

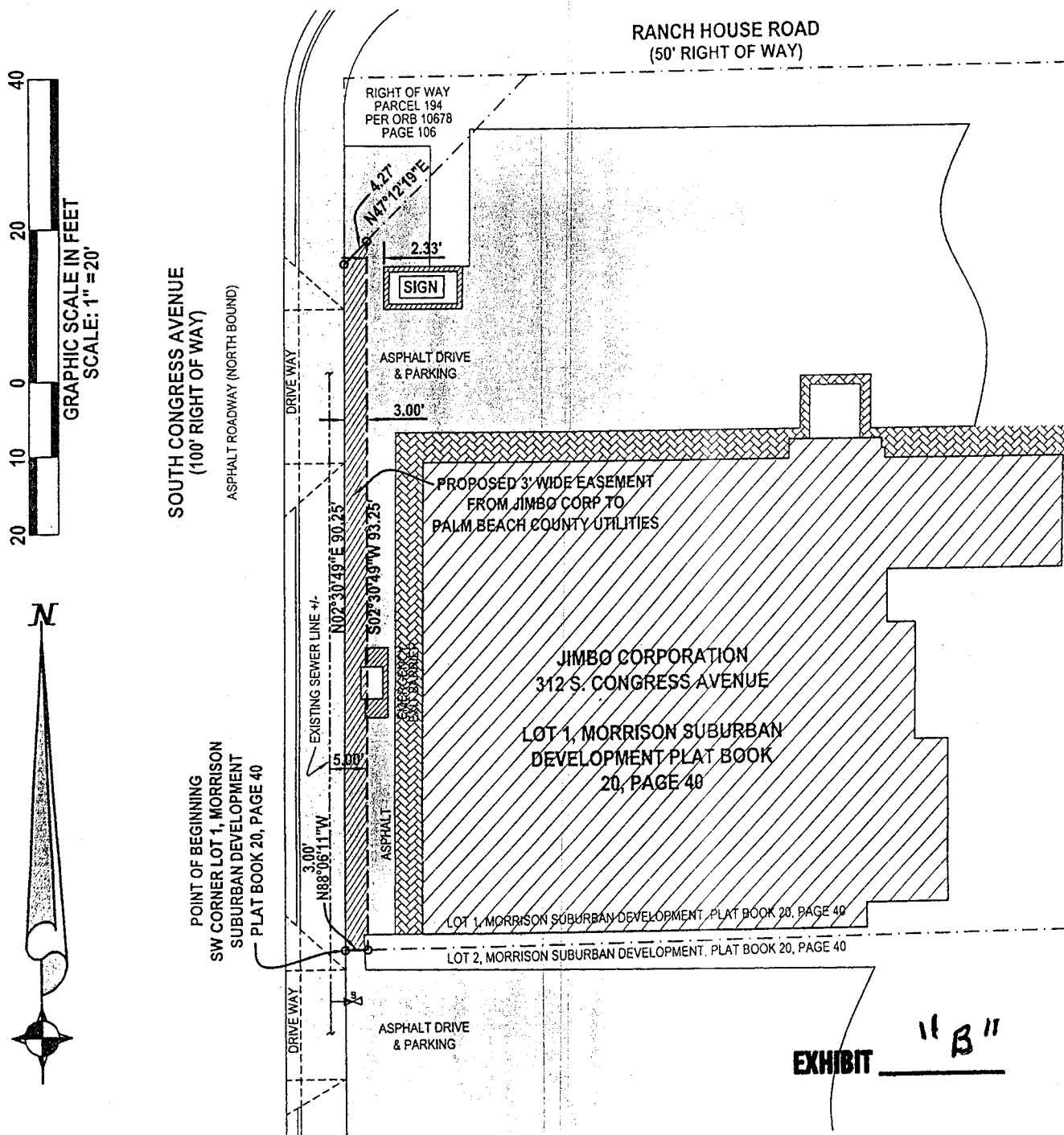


EXHIBIT "B"

DL BLANTON, INC
 SURVEYING & MAPPING LB7497
 2721 Vista Parkway, Suite C-2
 West Palm Beach, Florida 33411
 Telephone: (561) 963-1953
 Fax: (561) 642-6371
 Email: DLBlanton@bellsouth.net

REFERENCE: 20/40 PB Co.

OFFICE: DLB

DATE: 2/19/2009

REVISIONS:

SCALE: 1" = 20'

DWG. NUMBER: 05-018-05 A

SHEET 2 OF 2