

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: (a portion of) 00434331010010010

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").

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; together with a pad-mounted transformer; 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, the Facilities 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: _____
John F. Koons, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

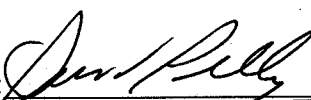
By:  _____
Department Director

Exhibit "A"

Legal Description/Site Sketch

SKETCH AND DESCRIPTION
 PORTION OF
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST
10' FLORIDA POWER AND LIGHT EASEMENT

LAND DESCRIPTION:

A STRIP OF LAND LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING 10 FEET IN WIDTH AND LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTH QUARTER (1/4) CORNER OF SAID SECTION 31; THENCE S00°59'30"W ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SAID SECTION 31 A DISTANCE OF 417.67 FEET; THENCE S89°00'30"W, 33.96 FEET TO THE N.E. CORNER OF AN AIRPORT TRAFFIC CONTROL TOWER LEASE AREA; THENCE N90°00'00"W, 346.00 FEET; THENCE S45°00'00"W, 28.40 FEET; THENCE S01°36'55"W, 405.99 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N89°59'37"E, 182.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID DESCRIPTION WILL LENGTHEN OR SHORTEN TO FORM A CONTINUOUS STRIP OF LAND.

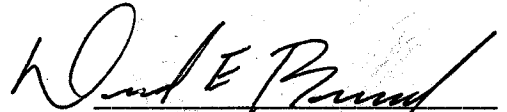
SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THAT THERE ARE DEEDS, EASEMENTS, OR OTHER INSTRUMENTS (RECORDED OR UNRECORDED) WHICH MAY AFFECT THE SUBJECT PROPERTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. BEARINGS SHOWN HEREON ARE ASSUMED WITH THE NORTH-SOUTH 1/4 SECTION LINE OF SECTION 31-43-43 HAVING A BEARING OF S00°59'30"W.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. ABBREVIATION LEGEND: L.B.= LICENSED BUSINESS; PG.= PAGE; P.L.S.= PROFESSIONAL LAND SURVEYOR; P.O.B.= POINT OF BEGINNING; P.O.C.= POINT OF COMMENCEMENT; R/W= RIGHT-OF-WAY, P.B.C.R.= PALM BEACH COUNTY RECORDS; P.B.=PLAT BOOK; P.O.T.=POINT OF TERMINATION; F.P.L.= FLORIDA POWER AND LIGHT.


CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED LAND SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS LAND SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

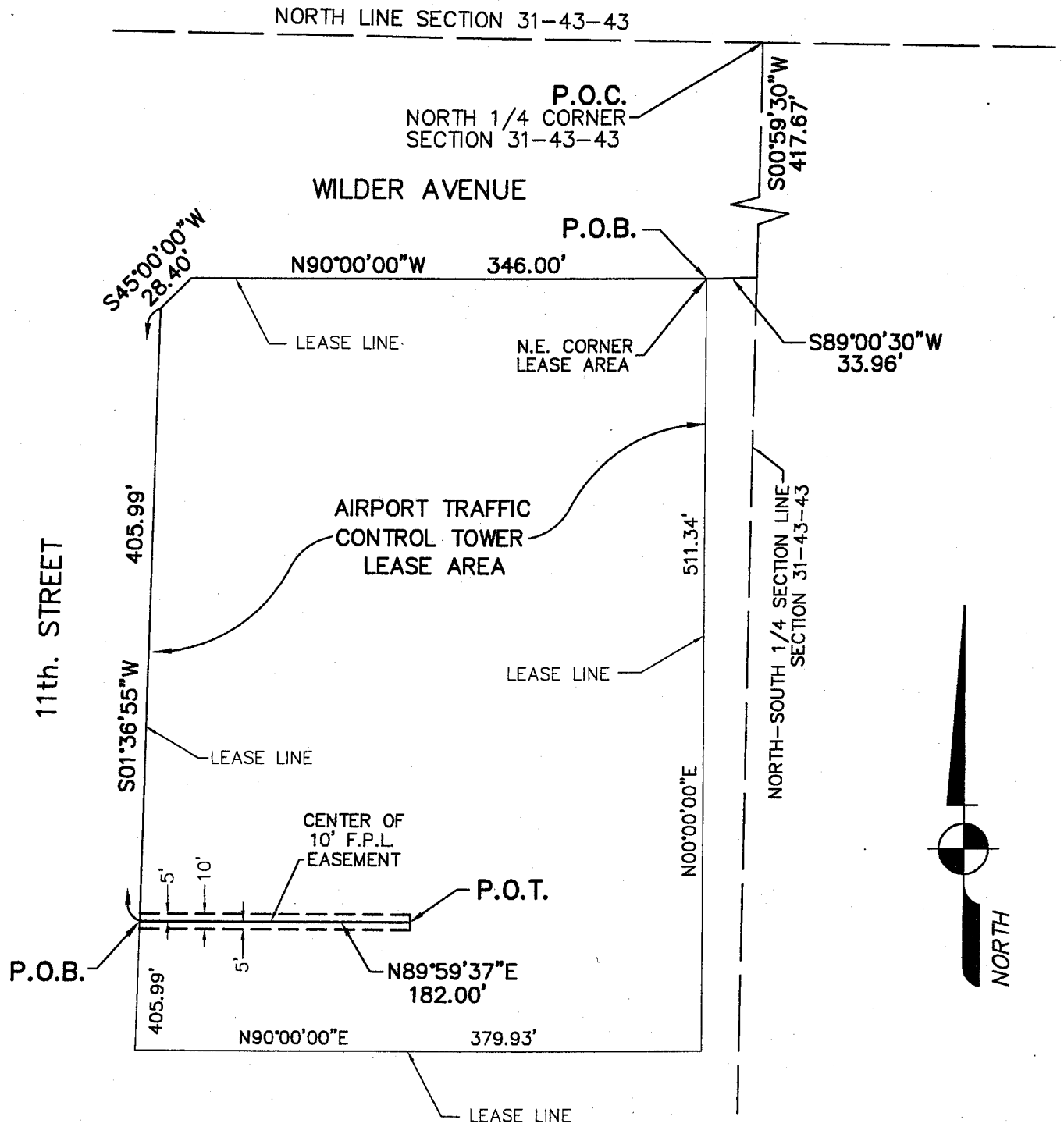
DATE: 6/30/09



DAVID E. BREAU, P.L.S.
 FLORIDA REGISTRATION NO. 5957
 AVIROM & ASSOCIATES, INC.
 L.B. NO. 3300

REVISIONS	 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>© 2009 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>JOB NO.</td><td>8498</td></tr> <tr><td>SCALE</td><td>1" = 100'</td></tr> <tr><td>DATE</td><td>06/26/2009</td></tr> <tr><td>BY</td><td>J.B.</td></tr> <tr><td>CK'D.</td><td>D.E.B.</td></tr> <tr><td>F.B.</td><td>1492 PG. 75</td></tr> <tr><td>SHEET</td><td>1 OF 2</td></tr> </table>	JOB NO.	8498	SCALE	1" = 100'	DATE	06/26/2009	BY	J.B.	CK'D.	D.E.B.	F.B.	1492 PG. 75	SHEET	1 OF 2
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