

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> * <u>See below</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

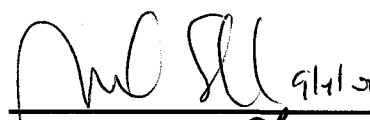
B. Recommended Sources of Funds/Summary of Fiscal Impact:

~~*~~ No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

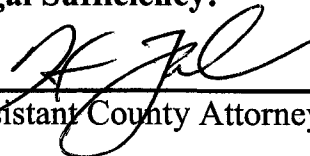


 OFMB *9/14/09*
9/13/09 09/10/09 09/11/09



 Contract Development and Control *9/18/09*

B. Legal Sufficiency:

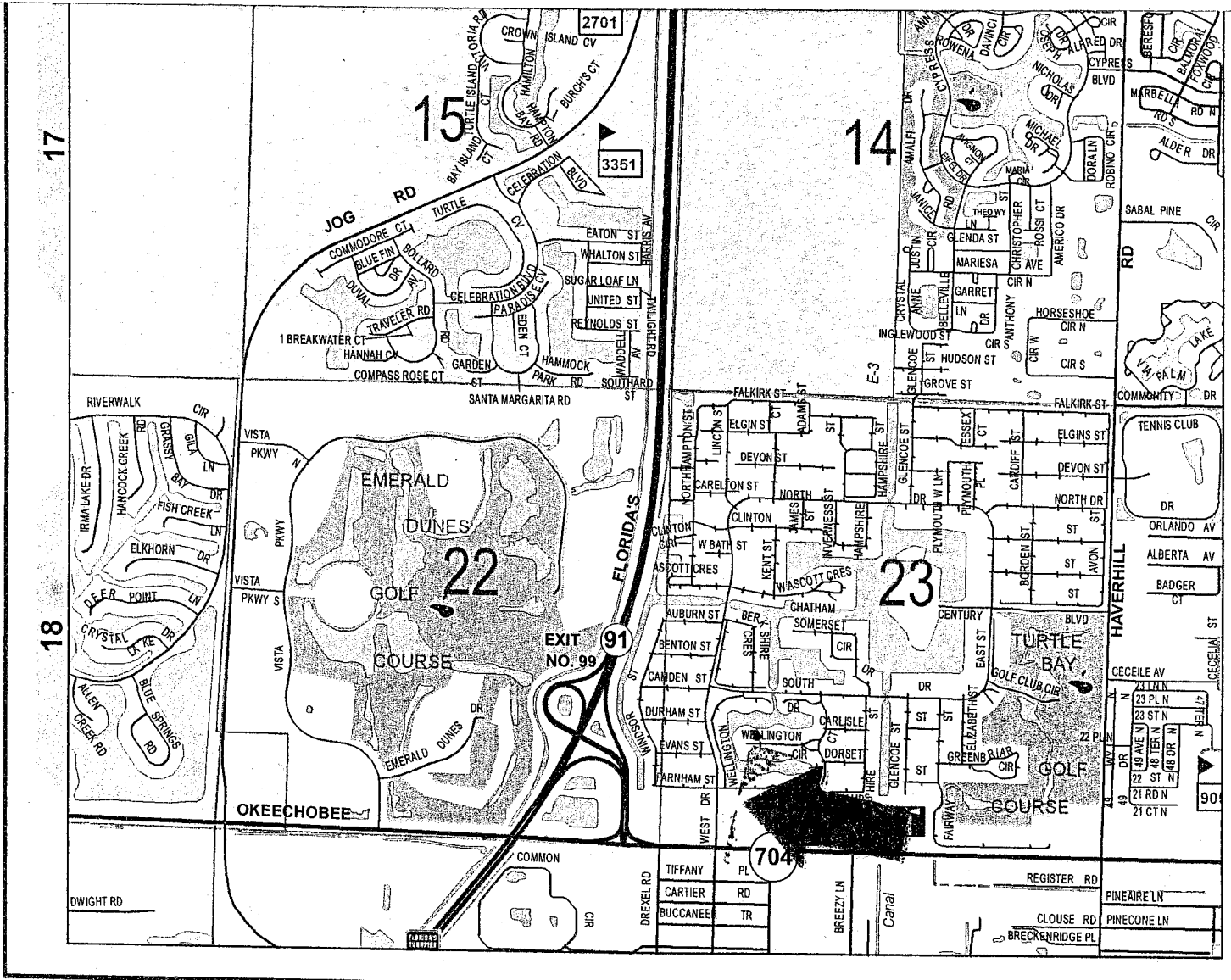


 Assistant County Attorney *9/18/09*

C. Other Department Review:

 Department Director

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



57 H See pg 69 G

LOCATION MAP

ATTACHMENT #1



Prepared by & Return to:
Katrina L. Gilbert, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 00-42-43-23-00-000-7120 (portion only)

UNDERGROUND ELECTRICAL UTILITY EASEMENT

THIS EASEMENT, made _____, granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("COUNTY"), whose address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, in favor of **UNITED CIVIC ORGANIZATION, INC.**, a Florida not-for-profit corporation, whose , whose address is 2102 West Drive, West Palm Beach, Florida 33417-2593 ("Grantee").

WHEREAS, County owns the property described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "Burdened Property" or "Easement Premises"); and

WHEREAS, Grantee is the owner of the property described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "Benefitted Property"); and

WHEREAS, Grantee has requested that County grant Grantee an easement for a underground electrical power cable and conduit across the Burdened Property to serve the Benefitted Property.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County does hereby grant to Grantee, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Easement Premises, to construct, reconstruct, lay, install, operate, maintain, repair, replace, improve, tie into, remove and inspect an underground electrical power cable and conduit .

3. Grantee's use and enjoyment of and interest in the Easement Premises are and shall be strictly limited to that specifically granted herein. Grantee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the Easement Premises and County's adjoining property.
4. Grantee shall construct all improvements constructed pursuant to this Easement underground.
5. Grantee acknowledges that certain above ground and underground improvements may be constructed in the future by County within the Easement Premises. Accordingly, Grantee covenants that it will protect all such improvements and any improvements made by County in the future, including, but not limited to, driveway, parking area, water mains, irrigation pipes, storm water pipes, sanitary sewer pipes, electric service lines, telephone lines, park lighting, existing fencing and existing trees and landscaping.
6. This easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and shall burden Grantee, and its successors and assigns, and shall run with the title to the Benefitted Property.
7. Grantee shall be solely responsible for and shall, at all times, maintain in good condition and repair the Easement Premises and all improvements constructed therein pursuant to this Easement at its sole cost and expense. Additionally, Grantee shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including, but not limited to, asphalt driveway and/or parking areas, earth, fill and landscaping, to the condition it was in prior to exercise of any rights granted hereunder, using materials of like kind and quality.
8. If the Grantee, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate.
9. Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. Grantee shall give County ten (10) days written notice prior to commencement of construction. Grantee shall diligently perform all work hereunder to completion. Any improvements constructed pursuant to this Easement shall be constructed at Grantee's sole cost and expense within the confines of the Easement Premises in accordance with the approved plans and all permits related thereto and applicable

statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

10. Grantee shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Grantee shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Grantee does not own any automobiles, Grantee shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Grantee shall cause any contractor or subcontractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Grantee required above.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to the commencement of any work pursuant to this Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Easement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance. The amount of the insurance required hereby shall be increased every ten (10) years by the increase over such ten (10) year period of the Consumer Price Index.

11. Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises to be discharged or transferred to bond.

12. Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses including reasonable attorney's fees and expenses at trial and all appellate levels arising out of exercise of the rights granted hereby by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or in connection with the use or operation of the Easement Premises.
13. Notwithstanding anything in the law or herein to the contrary, County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Easement granted hereby, and the Easement granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
14. The grant of easement contained herein is for the use and benefit of Grantee, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
15. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.
16. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of County and Grantee and their respective successors and assigns, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefitted Property or the Burdened Property.
17. This Easement is an easement appurtenant to the Benefitted Parcel and may not be transferred or assigned separately or apart from the Benefitted Property.
18. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.
19. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

20. By exercise of the rights granted to Grantee by this instrument, Grantee acknowledges and agrees that the conditions and restrictions imposed herein shall bind and be enforceable against Grantee, its successors and assigns to the same extent as if such party had physically executed this instrument.
21. This Easement shall be governed by, construed and enforced in accordance with, 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 Palm Beach County, Florida.
22. No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.
23. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County has caused this Easement to be executed as of the day and year first above written.

ATTEST:

COUNTY:

**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**

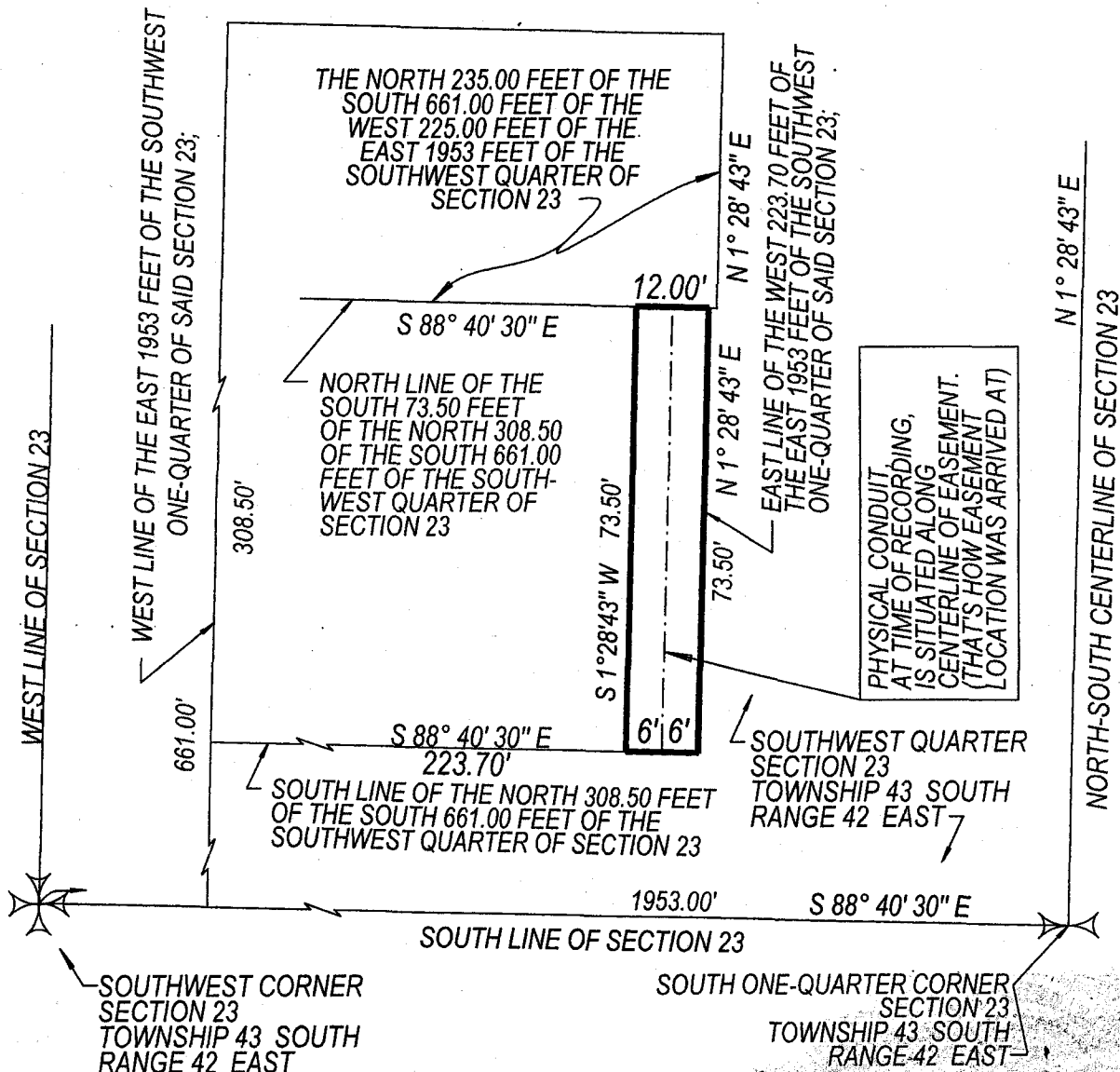
By: _____
Assistant County Attorney

By: Keith Anthony Wolf
Department Director

SKETCH AND DESCRIPTION OF UTILITY EASEMENT -- NOT A SURVEY

A 12 FOOT UTILITY EASEMENT BEING:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE SOUTH 73.50 FEET OF THE NORTH 308.50 FEET OF THE SOUTH 661.00 FEET OF THE EAST 12.00 FEET OF THE WEST 223.70 FEET OF THE EAST 1953.00 FEET OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.



3-23-09
 DATE

Mark D Laing
 MARK D LAING, PSM# 5119

PM Surveying

4546 CAMBRIDGE STREET
 WEST PALM BEACH, FL. 33415
 (561) 478-7764 FAX 478-1094



SCALE: 1 INCH = 30 FEET
 0 10 20 30 40 50

THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 6788.
 S06110766 UTILITY EASEMENT LEGAL DESCRIPTION

EXHIBIT "B"

BENEFITTED PROPERTY

The North 235.00 feet of the South 661.00 feet of the West 225.00 feet of the East 1,953.00 feet of the Southwest One-quarter (SW 1/4) of Section 23, Township 43 South, Range 42 East, Palm Beach County, Florida.



CERTIFICATE OF LIABILITY INSURANCE

OP ID KS
UNITE13DATE (MM/DD/YYYY)
07/29/09

PRODUCER
The Plastridge Agency-PBGO
10337 N Military Trail
Palm Beach Gardens FL 33410
Phone: 561-630-4955 Fax: 561-630-4966

INSURED
United Civic Organization, Inc
2102 West Drive
West Palm Beach FL 33417

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Ins. Companies	18058
INSURER B:	Ohio Casualty Insurance Co.	24074
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK359293	01/01/09	01/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		UMBRELLA	EUO0953710740	01/01/09	01/01/10	UMBRELLA 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as Additional Insured - as respects to Easement Project.

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
Property and Real Estate Mgt.
2633 Vista Parkway
West Palm Beach FL 33411-5605

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charles E. Kuylen

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD