



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>_____*</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

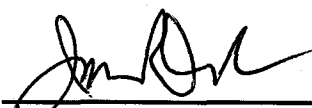
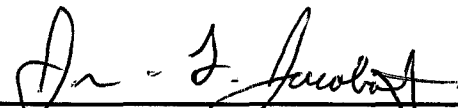
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* No fiscal impact.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

 _____ OFMB	 312-5110 _____ Contract Development and Control E. Jones 3/25/10
(110) 3/24/2010	MM 3/23/10

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney 3/29/10

**C. Other Department Review:**

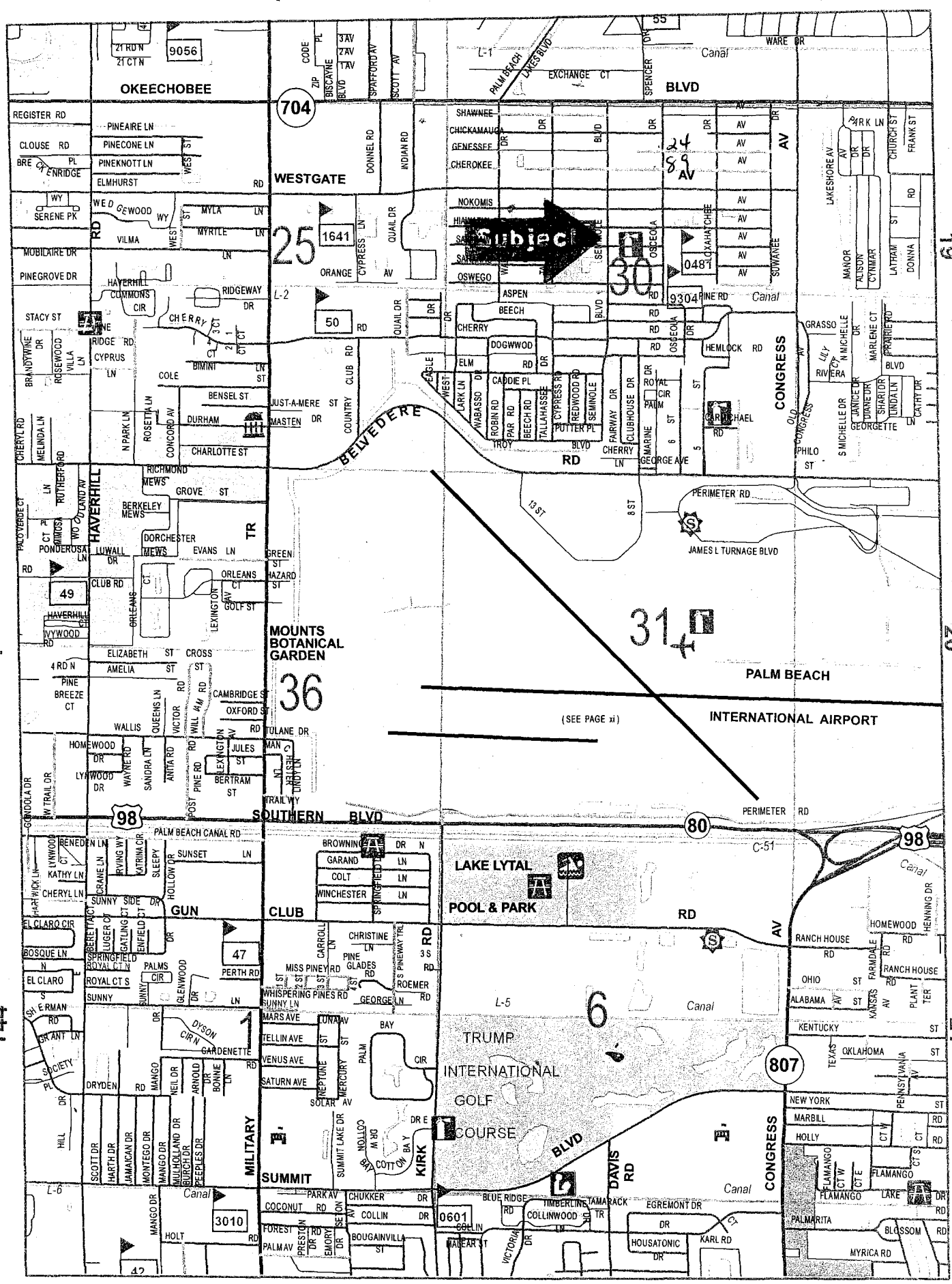
\_\_\_\_\_  
 Department Director

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

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T44



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# LOCATION MAP

## ATTACHMENT #1

Handwritten signature or initials.

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

PCN: 00-43-43-30-03-057-0240

## UTILITY EASEMENT AGREEMENT

**This EASEMENT** is granted \_\_\_\_\_, by **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, to **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 overhead and underground electric utility facilities, wires, poles, guys, cables, conduits and appurtenant equipment, including transformers (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:

Page 1 of 3

**ATTACHMENT # 2**

**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 attach wires to any Facilities hereunder and lay cable and conduit within the Easement Premises and to operate the same for communications 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 CONDITIONS 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 Facilities within the Easement Premises at all times during the term hereof.

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.

**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: \_\_\_\_\_  
Burt Aaronson, Chair

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: Reh Army Wolf  
Department Director

**Exhibit "A"**

**Legal Description/Site Sketch**

AN EASEMENT IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, LYING IN LOT 30, BLOCK 57, AND IN THE RIGHT-OF-WAY OF SARANAC AVENUE, WEST GATE ESTATES (NORTHERN SECTION), RECORDED IN PLAT BOOK 8, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 30;  
 THENCE ALONG THE NORTH LINE OF SAID LOT 30, S90°00'00"W FOR 20.00 FEET TO THE END OF SAID CENTERLINE.

CONTAINING 200 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S00°00'00"E ALONG THE CENTERLINE OF SEMINOLE BOULEVARD.

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.

*John E. Phillips III*

JOHN E. PHILLIPS III  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA No. 4826  
 DATE: 12/30/09

ABBREVIATIONS

- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PBCo - PALM BEACH COUNTY
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 08-017
CHECKED: JEP	SCALE: NONE
WEST GATE FIRE STATION No.24	DATE: 12/7/09
	SHEET 1 OF 2

**B** BROWN & PHILLIPS, INC.  
 PROFESSIONAL SURVEYING SERVICES  
 CERTIFICATE OF AUTHORIZATION # LB 6473  
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407  
 (561) 615-3988, (561) 615-3986 FAX



TRACT "F"  
 REPLAT OF PART OF BLOCKS  
 11, 14, 15, 29, 41, 51, 52, and 54  
 WEST GATE ESTATES  
 PLAT BOOK 15 PAGE 66



**SARANAC AVENUE**

CENTERLINE S90°00'00"W

20'  
 20'

END OF  
 CENTERLINE

NORTH LOT LINE S90°00'00"W

20.00' S  
 S

P.O.B.  
 N.E. CORNER  
 OF LOT 30

25'(P)

25'(P)

28.78'(P)

28

29

30

50'

**BLOCK 57**

WEST GATE ESTATES  
 (NORTHERN SECTION)  
 PLAT BOOK 8 PAGE 38

PBCo Property  
 ORB 21895, PG.1255

115'(P)  
 S00°00'00"E

**SEMINOLE BOULEVARD**  
 CENTERLINE S00°00'00"E

**BROWN & PHILLIPS, INC.**

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SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 08-017
CHECKED: JEP	SCALE: 1" = 20'
WEST GATE FIRE STATION No.24	DATE: 12/7/09
	SHEET 2 OF 2