

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)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u> <i>* see below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

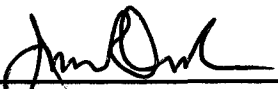
B. Recommended Sources of Funds/Summary of Fiscal Impact:

NA No fiscal impact.

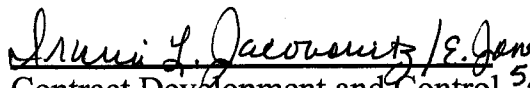
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:



 OFMB




 Contract Development and Control 5/7/10

5/12/10
5/12/10

This item complies with current County policies.

B. Legal Sufficiency:



 Assistant County Attorney 5/7/10

C. Other Department Review:

 Department Director

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

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

Property Control Number: a portion of 00-42-43-27-05-011-0013

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 PUBLIC UTILITIES COMPANY, with its principal office at 401 South Dixie Highway, West Palm Beach, Florida 33401-5886, and whose legal mailing address is Post Office Box 3395, West Palm Beach, Florida 33402-3395, ("Grantee").

WITNESSETH:

That 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 gas utility facilities, said gas utility facilities being limited to an underground gas line and an above-ground gate station structure (the "Facilities"), to be installed from time to time; with the right to reconstruct, improve, add to, enlarge the size of and remove such Facilities or any of them within an easement upon, under 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.**

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. If so requested by Grantor, Grantee shall execute and deliver to the Grantor a release of this Easement within 30 calendar days of receipt of Grantor's written request.

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. Additionally, Grantee shall promptly repair, replace and/or restore the Easement Premises and any improvements now existing or constructed hereafter, including 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Neither County's nor Grantee's interest in the Easement Premises, shall be subject to liens arising from Grantee'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 transformed to bond.

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: Richard Anthony Wolf
Department Director

A PARCEL OF LAND BEING A PORTION OF TRACT 1, BLOCK 11, PALM BEACH FARMS PLAT NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT RWI, DIAMOND "C" RANCH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99 AT PAGE 173 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°59'50" WEST ALONG THE SOUTH LINE OF TRACT RWI OF SAID PLAT BOOK 99 AT PAGE 173 AND ALONG A LINE BEING 220.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 1, BLOCK 11, A DISTANCE OF 14.12 FEET TO THE WEST RIGHT OF WAY LINE OF BENOIST FARMS ROAD AS RECORDED IN OFFICIAL RECORD BOOK 22907 AT PAGE 1425 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°54'02" EAST ALONG SAID WEST RIGHT OF WAY LINE OF BENOIST FARMS ROAD, A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°54'02" EAST ALONG SAID WEST RIGHT OF WAY LINE OF BENOIST FARMS ROAD, A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 89°05'58" WEST AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 00°54'02" WEST AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 89°05'58" EAST AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET, MORE OR LESS.

LEGEND

& AND
 (D) DEED
 FP&L FLORIDA POWER & LIGHT COMPANY
 LB LICENSED BUSINESS
 N/A NOT APPLICABLE
 NO. NUMBER
 O.R.B. OFFICIAL RECORD BOOK
 PG. PAGE
 PBC PALM BEACH COUNTY
 P.B., PG(S). PLAT BOOK, PAGE(S)
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 R/W RIGHT OF WAY
 SQ.FT. SQUARE FEET

MARCH 17, 2010

DATE OF ORIGINAL SIGNATURE

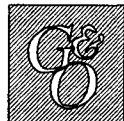


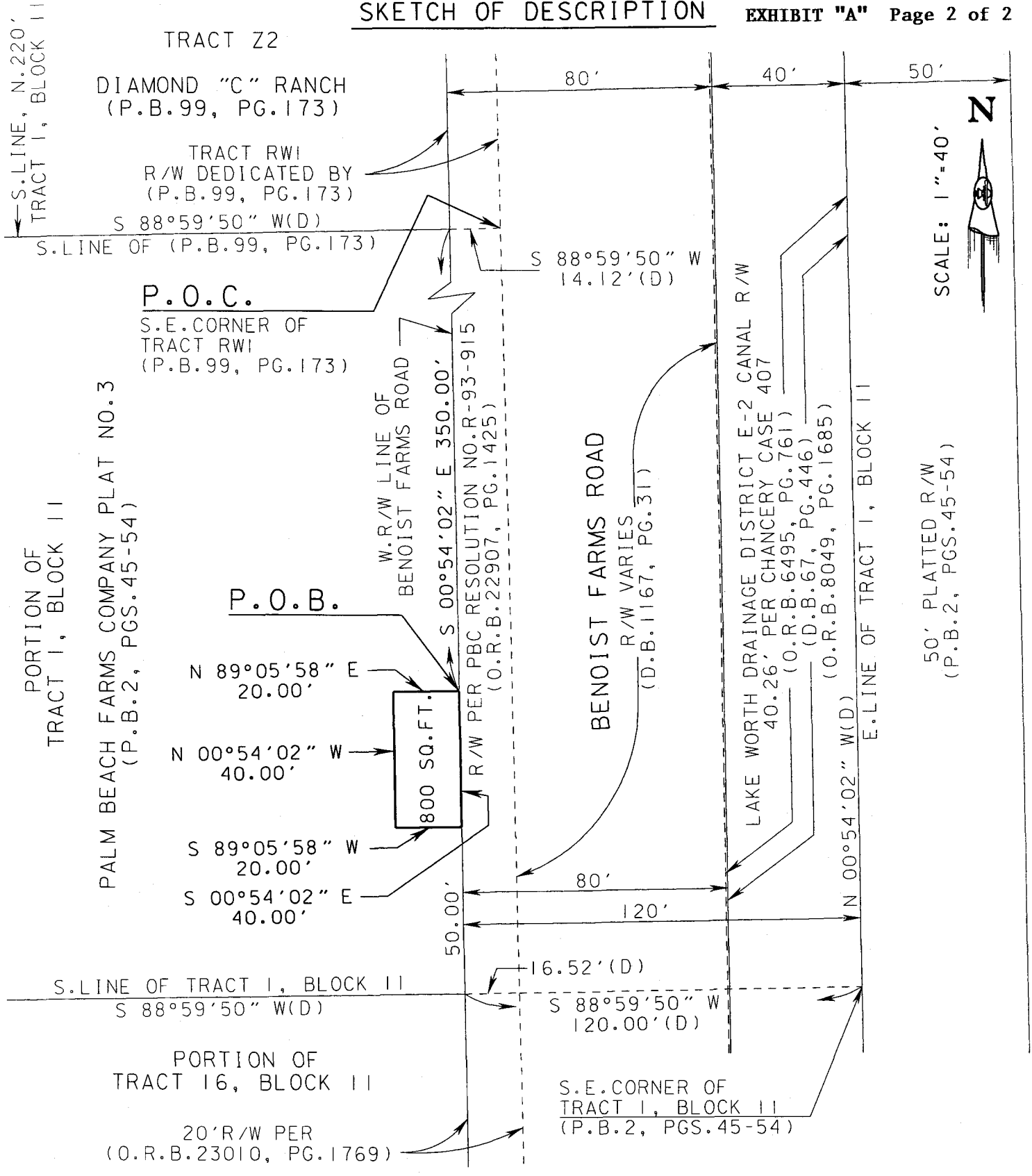
THUY A. TRUONG

PROFESSIONAL SURVEYOR & MAPPER
 CERTIFICATE NO. 5868

NOT A SURVEY

NOT VALID UNLESS ACCOMPANIED BY SKETCH OF DESCRIPTION (SHEET 2 OF 2) © LATEST DATE SHOWN HEREON

SCALE: N/A	 GREENHORNE & O'MARA, INC. 3223 COMMERCE PLACE, SUITE 100 WEST PALM BEACH, FL 33407 (561) 686-7707 LB 3935	LEGAL DESCRIPTION AND SKETCH FOR:	MAR 2010 DATE:
DESIGNED BY: T.A.T.		FLORIDA PUBLIC UTILITIES	BFR.6210.002 DRAWING NO.:
DRAWN BY: T.A.T.		GAS GATE STATION EASEMENT	1 OF 2 SHEET:
CHECKED BY: T.A.T.			

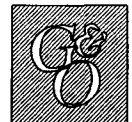


BEARINGS ARE REFERENCED TO THE SOUTH LINE OF P.B. 58, PG. 184 (BEING NORTH 88°59'50" EAST), AND FURTHER SHOWN IN O.R.B. 22907, PG. 1425.

NOT A SURVEY

NOT VALID UNLESS ACCOMPANIED BY LEGAL DESCRIPTION (SHEETS 1 OF 2)

© LATEST DATE SHOWN HEREON

SCALE, 1"=40'	 GREENHORNE & O'MARA, INC. 3223 COMMERCE PLACE, SUITE 100 WEST PALM BEACH, FL 33407 (561) 686-7707 LB 3935	LEGAL DESCRIPTION AND SKETCH FOR:	MAR 2010
DESIGNED BY: T.A.T.		FLORIDA PUBLIC UTILITIES	DATE:
DRAWN BY: T.A.T.		GAS GATE STATION EASEMENT	BFR.6210.002
CHECKED BY: T.A.T.			DRAWING NO.:
			2 OF 2
			SHEET.