

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0 * see below</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

* No fiscal impact.

C. Departmental Fiscal Review: com Sumner

III. REVIEW COMMENTS

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

[Signature]
 OFMB VA

[Signature] 7/29/10
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 7/29/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

PREPARED BY AND RETURN TO:
Laura Beebe, Deputy Director, Airports Business Affairs
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

Property Control Number: 00-43-43-30-00-000-5230 (portion)

UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT**, dated _____ by and 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 **BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T Florida**, a Georgia corporation authorized to do business in Florida, whose legal mailing address is c/o Engineering, 2021 S. Military Trail, West Palm Beach, Florida 33415, (“Grantee”).

WITNESSETH:

That Grantor and Grantee, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Grantee does hereby terminate and extinguish any and all right, title and interest in and into a portion of that certain 30 foot easement for ingress and egress and for public utilities as referenced in those certain instruments recorded in Official Record Book 6580, Page 738, and in and in Official Record Book 823, Page 405, of the Public Records of Palm Beach County, Florida, over and across the following described real property (the “Terminated Easement Parcel”) 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**

2. Grantor hereby grants unto Grantee, its successors and assigns, a perpetual non-exclusive Easement (the "Easement") for the construction, operation and maintenance of telecommunications facilities, including pad-mounted equipment cabinets, wires, cables, conduits and appurtenant equipment (the "Facilities") to be installed from time to time on, over or under the Easement Premises (as hereinafter defined); with the right to reconstruct, improve, add to, enlarge, 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 "B"
Attached Hereto and Made a Part Hereof**

Together with the right of reasonable ingress and egress to the Easement Premises at all time and the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Premises.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

a. Grantee shall cause the Facilities and their appurtenances to be constructed within the confines of the Easement Premises.

b. Notwithstanding any provision of this Easement to the contrary, Grantee agrees to restrict the height of any Facilities, structures, objects of natural growth and other obstructions within the Easement Premises to a height not to exceed ten (10) feet.

c. Grantee shall not use the Easement Premises in a manner which would interfere with the landing or taking off of aircraft at the Palm Beach International Airport (the "Airport"), interfere with air navigation and/or communication facilities serving the Airport, or otherwise would constitute an airport hazard.

d. Grantee acknowledges that noise and vibration are inherent to the operation of the Airport and hereby releases Grantor from any and all liability for the same.

e. Grantee shall construct the Facilities on and use the Easement Premises in accordance with any applicable Federal Aviation Administration ("FAA") Advisory Circulars, Orders and Regulations, as now or hereafter amended.

f. Grantee hereby expressly agrees that in the event that Grantee permanently ceases to use the Easement Premises for the purpose herein expressed, at the request of Grantor, Grantee will execute and deliver to Grantor a release of this Easement.

g. This Easement shall be subject and subordinate to the terms and conditions of any agreements entered by and between Grantor and the State of Florida and/or United States of America, and any agencies thereof, relating to the acquisition of the Easement Premises by Grantor.

h. This Easement is expressly subordinated and subject to the provisions of the pledge, transfer, hypothecation or assignment made by Grantor in the Palm Beach County Airport System Bond Resolution dated April 3, 1984 (Resolution No. 84-427) (the "Bond Resolution"), as amended and supplemented.

i. The foregoing paragraphs (e), (g) and (h) shall only apply so long as the Easement Premises are part of the Palm Beach County Airport System (as defined in the Bond Resolution). In the event the documents referenced in paragraphs (e), (g) and (h) above necessitate termination of this Easement, Grantor shall: (i) provide to Grantee, at no cost to Grantee, a new Easement in a mutually acceptable area and in a form substantially similar to this form; (ii) pay to Grantee, in advance, such reasonable costs that Grantee may incur in connection with the relocation of Grantee's Facilities to the new Easement area; and (iii) provide Grantee with reasonable time to complete the relocation of Grantee's Facilities to such new Easement area.

j. Grantee expressly agrees to maintain in good condition and repair, at its sole cost and expense, its Facilities and equipment within the Easement Premises at all times during the term hereof.

k. 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.

l. 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.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Grantor and Grantee have 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: _____
Department Director

WITNESSES:

BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T Florida

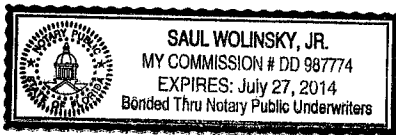
Susana Pineda
Signature
Susana Pineda
Printed Name

By: Jorge Deapodaca
Jorge Deapodaca
Director - Construction & Engineering

[Signature]
Signature
CONRAD GONZALEZ
Printed Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of JUNE, 2010, by Jorge Deapodaca, as Director - Construction & Engineering of Bellsouth Telecommunications, Inc. d/b/a AT&T Florida, (who is personally known to me OR () who has produced _____ identification and who () did () did not take an oath.



(Stamp/Seal)

Saul Wolinsky Jr
Notary Public, State of Florida

SAUL WOLINSKY JR
Print Notary Name
Commission Number DD 987774
My Commission Expires: JULY 27, 2014

EXHIBIT "A"
(TERMINATED EASEMENT PARCEL)

EXHIBIT "A"
 ABANDONMENT OF A PORTION OF
 THE 30' INGRESS/EGRESS & PUBLIC
 UTILITY EASEMENT PER OFFICIAL RECORD BOOK
 6580, PAGE 738 & OFFICIAL RECORD BOOK 823, PAGE 405

ALL THAT PORTION OF THE FOLLOWING DESCRIBED 30 FOOT INGRESS/EGRESS & PUBLIC UTILITY EASEMENT OF PARCEL 1 RECORDED IN OFFICIAL RECORD BOOK 6580, PAGE 738 AND OFFICIAL RECORD BOOK 823, PAGE 405, LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOW:


THE NORTH 30.00 FEET, LESS THE WEST 30.00 FEET, OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL 1

A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION, GO IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1,402.09 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15" MEASURED FROM EAST TO NORTH AND GO NORTHERLY ALONG A LINE A DISTANCE OF 33.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING AND LYING ON THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD; THENCE CONTINUE ALONG THE SAME LINE A DISTANCE OF 970.50 FEET TO A POINT; THENCE TURN AN ANGLE OF 89°59'45", MEASURED FROM NORTH TO WEST, AND GO WESTERLY ALONG A LINE A DISTANCE OF 345.00 FEET TO A POINT; THENCE TURN AN ANGLE OF 90°00'15", MEASURED FROM WEST TO SOUTH, AND GO SOUTHERLY ALONG A LINE A DISTANCE OF 970.50 FEET TO A POINT, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD; THENCE TURN AN ANGLE OF 89°59'45" MEASURED FROM SOUTH TO EAST, GO EASTERLY ALONG A LINE, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD, A DISTANCE OF 345.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, AND FOR PUBLIC UTILITIES OVER THE WEST 30 FEET THEREOF, AND SUBJECT TO AN EASEMENT OF INGRESS AND EGRESS, AND FOR PUBLIC UTILITIES OVER THE NORTH 30 FEET THEREOF, AND SUBJECT TO AN EASEMENT OVER THE SOUTH 7 FEET THEREOF FOR FUTURE WIDENING OF BELVEDERE ROAD.

PROJECT NO. 2009013-13	SHEET 1 OF 4	PROJECT: PBIA PROPERTIES ABANDONMENT PARCEL "C" (5th STREET)- 30' INGRESS/EGRESS & PUBLIC UTILITY	SCALE 1" = 100' DRAWN: E.A.D. CHECKED: W.C.E. DATE: 7/22/09 FIELD BOOK NO.: N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 60%;">REVISION</th> <th style="width: 10%;">BY</th> <th style="width: 25%;">DATE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>REVISED LIMITS</td> <td style="text-align: center;">GWM</td> <td style="text-align: center;">11/09/09</td> </tr> <tr> <td style="text-align: center;">2</td> <td>REVISED DISTANCE</td> <td style="text-align: center;">GWM</td> <td style="text-align: center;">04/20/10</td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE	1	REVISED LIMITS	GWM	11/09/09	2	REVISED DISTANCE	GWM	04/20/10	 <p style="text-align: center;"> PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411 </p>
NO.	REVISION	BY	DATE														
1	REVISED LIMITS	GWM	11/09/09														
2	REVISED DISTANCE	GWM	04/20/10														
DESIGN FILE NAME: S-1-09-2990.DGN		DRAWING NO.: S-1-09-2990															

SURVEYOR'S NOTES

SAID EASEMENT BEING ABANDONED CONTAINS 9,450 SQUARE FEET OR 0.2169 ACRES MORE OR LESS.

BEARINGS ARE BASED ON AN ASSUMED BEARING OF "WESTERLY" ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

THIS IS NOT A SURVEY.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

4/20/10
DATE

PBIA PROPERTIES ABANDONMENT PARCEL "C"

MATCH LINE (SEE SHEET 4 OF 4)

ORB 6580.
PG. 738 &
ORB 823.
PG. 405

40' ROADWAY FOR
PUBLIC USE &
PUBLIC UTILITY
EASEMENT PER
ORB 681, PG. 429

PARCEL 1

60' R/W PER
RB 4, PG 132
& ORB 1693.
PG. 440 &
ORB 1908.
PG. 1007

LEGEND

- R/W = RIGHT OF WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING



SCALE: 1" = 100'

970.50'

6th STREET

30' INGRESS/EGRESS &
PUBLIC UTILITIES EASEMENT
PER ORB 6580. PG. 738

33' ADDITIONAL
R/W PER ORB
2228, PG. 1961

970.50'
1003.50'
1228.70'
1416.70'

5th STREET

320'

90°00'15"

89°59'45"

345'

BELVEDERE ROAD

POB

1402.09'
WESTERLY
90°00'15"

SOUTH LINE OF SECTION 30,
TOWNSHIP 43 SOUTH, RANGE 43 EAST

SOUTH QUARTER CORNER OF SECTION
30, TOWNSHIP 43 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

POC
SE CORNER OF SECTION 30,
TOWNSHIP 43 SOUTH, RANGE 43 EAST
"PALM BEACH COUNTY POSITION"

PBIA PROPERTIES ABANDONMENT PARCEL "C"

PROJECT NO. 2009013-13

DRAWING NO. S-1-09-2990

PROJECT: (5th ST.)- 30' INGRESS/EGRESS & PUBLIC UTILITY

SHEET 3 OF 4

PLAT NO. 1
GOLFVIEW HEIGHTS
P.B. 23, PG. 194

PLAT NO. 3
GOLFVIEW HEIGHTS
P.B. 23, PG. 234

CANAL R/W PER
ORB 412, PG. 50

30' INGRESS/EGRESS &
PUBLIC UTILITIES EASEMENT
PER ORB 6580, PG. 738



SCALE: 1" = 100'

60' R/W PER
RB 4, PG 132
& ORB 1693,
PG. 440 &
ORB 1908,
PG. 1007

MATCH LINE (SEE SHEET 3 OF 4)

PBIA PROPERTIES ABANDONMENT PARCEL "C"

PROJECT NO. 2009013-13

DRAWING NO. S-1-09-2990

PROJECT: (5th ST.) - 30' INGRESS/EGRESS & PUBLIC UTILITY

SHEET: 4 OF: 4

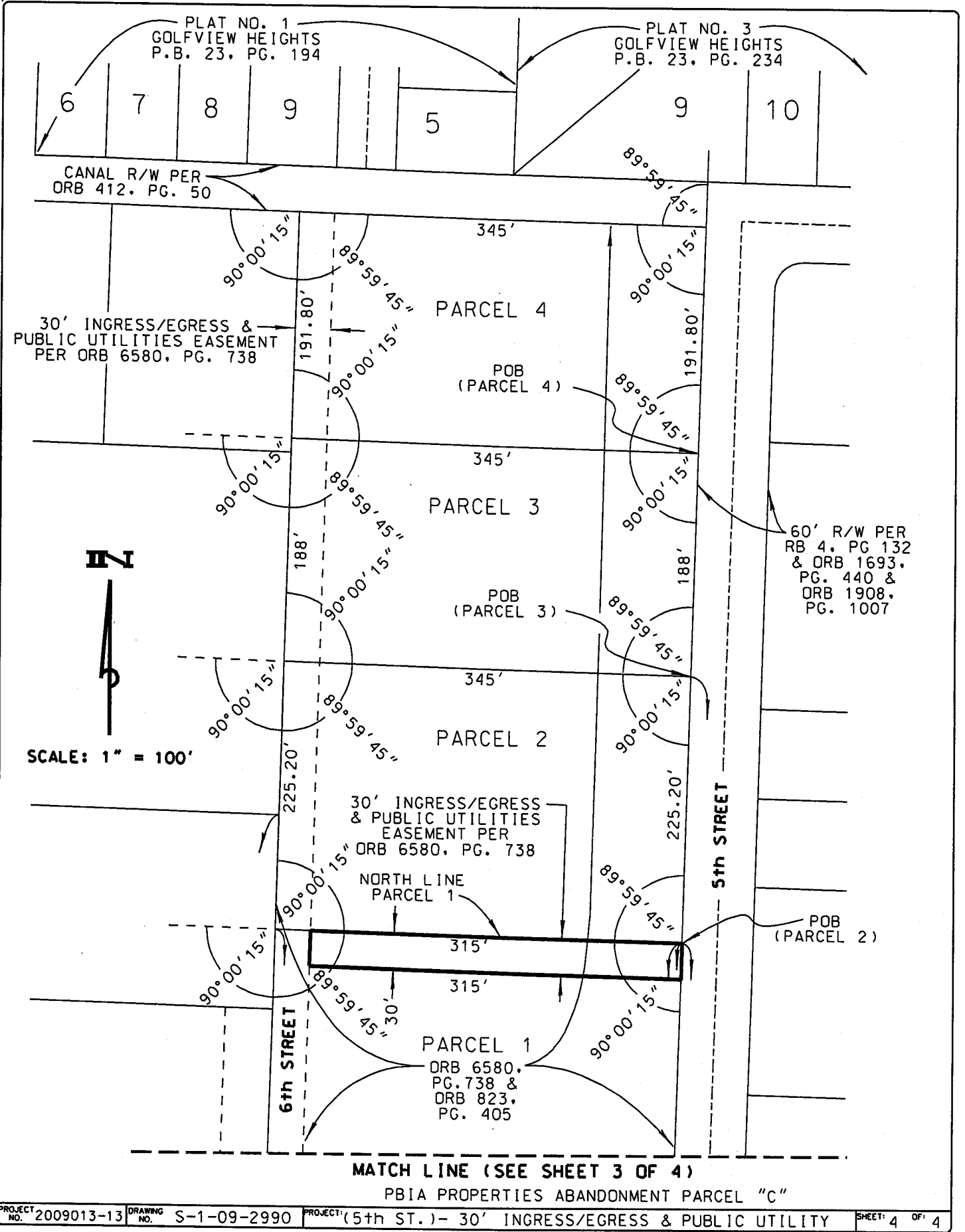


EXHIBIT "B"
(EASEMENT PREMISES)

EXHIBIT "B"
AT&T UTILITY EASEMENT

A PARCEL OF LAND FOR AT&T UTILITY EASEMENT PURPOSES LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE NORTH 88°22'59" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1402.09 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 6580, PAGE 738 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°36'46" EAST ALONG SAID EXTENSION AND EAST LINE, A DISTANCE OF 1015.35 FEET TO THE SOUTH LINE OF SAID EASEMENT BEING DESCRIBED AND THE POINT OF BEGINNING. THENCE NORTH 88°22'55" WEST, A DISTANCE OF 295.85 FEET; THENCE SOUTH 01°36'46" WEST, A DISTANCE OF 55.33 FEET; THENCE NORTH 88°22'55" WEST, A DISTANCE OF 19.15 FEET TO THE EAST LINE OF THE 30 FOOT INGRESS/EGRESS AND PUBLIC UTILITIES AS RECORDED IN OFFICIAL RECORD BOOK 6580, PAGE 738 AND OFFICIAL RECORD BOOK 823, PAGE 405 OF SAID PUBLIC RECORDS; THENCE NORTH 01°36'46" EAST ALONG SAID EAST LINE, A DISTANCE OF 61.33 FEET; THENCE SOUTH 88°22'55" EAST, A DISTANCE OF 315.00 FEET TO THE SAID EAST LINE OF SAID PROPERTY RECORDED IN OFFICIAL RECORD BOOK 6580, PAGE 738; THENCE SOUTH 01°36'46" WEST ALONG SAID EAST LINE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

SAID EASEMENT CONTAINS 2.950 SQUARE FEET OR 0.0677 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83/90) BEARING OF NORTH 88°22'59" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS SHOWN ON THIS DRAWING AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

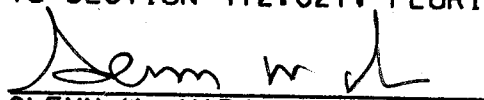
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GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

4/23/10
DATE

PROJECT NO. 2009013-13	SHEET 2 - 1	PROJECT: PBIA PROPERTIES PARCEL "C" (5TH STREET) AT&T UTILITY EASEMENT		SCALE: 1" = 100' DRAWN: G.W.M. CHECKED: E.A.D. DIRECTOR: N.J.H. DATE: 2/04/10	NO.	REVISION	BY	DATE
		DESIGN FILE NAME S-1-10-3076.DGN	DRAWING NO. S-1-10-3076			N/A		
				 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411				

