

TWP 42

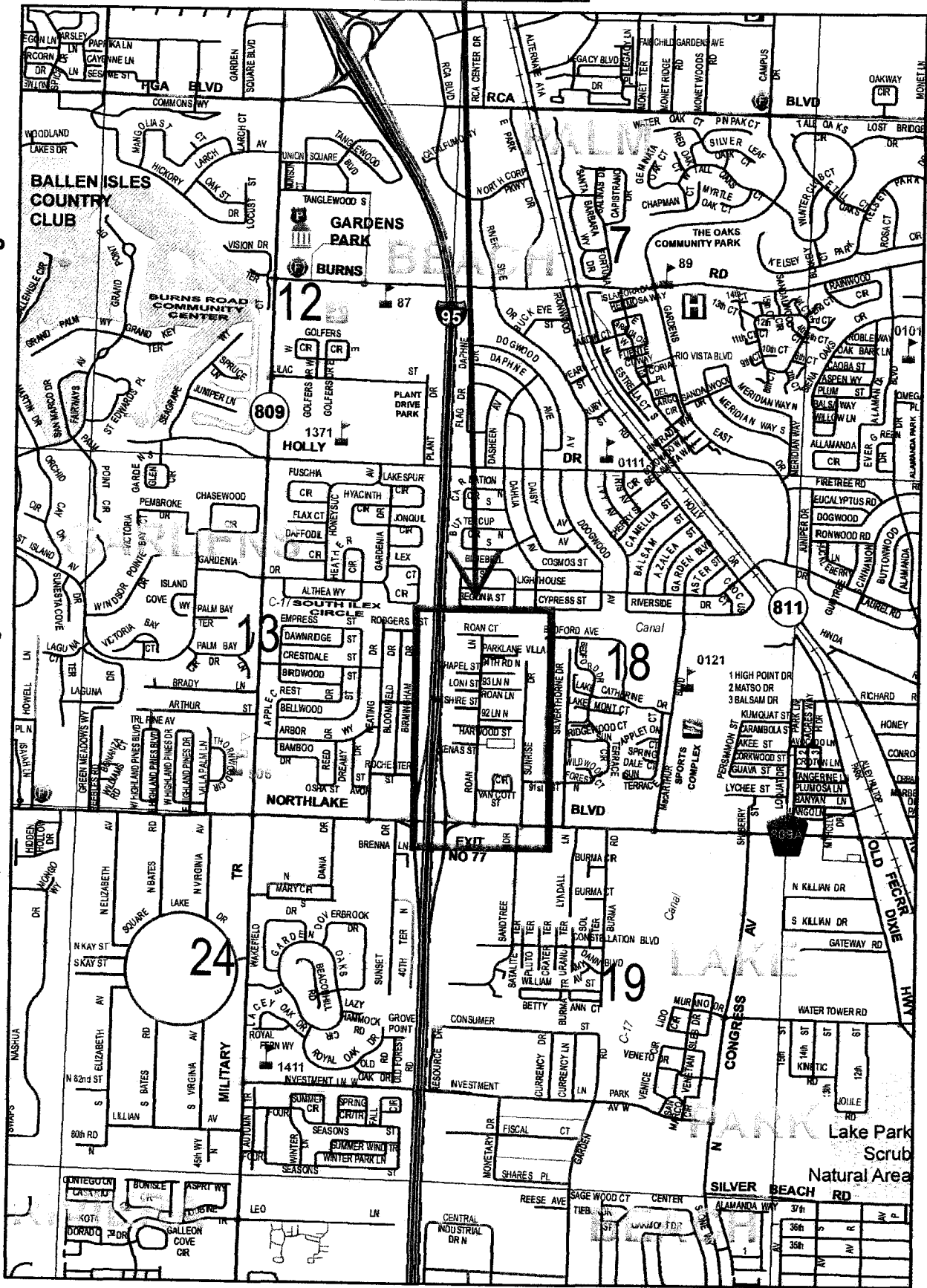
TWP 42

TWP 42

10

11

12



RNG 42

See pg 46

RNG 43

Return To: Right-of-Way Acquisition Section
Name: Palm Beach County Engineering
Address: Post Office Box 21229
West Palm Beach, FL 33416
Attn: Sherry Wildner
Account No.: 1010 **W/C BOX 1066**

This Instrument Prepared By:
Samantha J. Saucier
Florida Power and Light Company
700 Universe Blvd. CRE/JB
Juno Beach, FL 33408

PCN NO: a portion of 00-43-42-18-00-000-7250

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 2012081-28
Project Name: Roan Lane
Parcel No.: 100

**SUBORDINATION OF UTILITY INTERESTS
AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

THIS AGREEMENT, entered into this ___ day of _____, 2012, by and between the **COUNTY OF PALM BEACH, STATE OF FLORIDA**, hereinafter called the “**County**”, and **FLORIDA POWER & LIGHT COMPANY**, A Florida Corporation, whose mailing address is P.O. BOX 14000, Juno Beach, Florida 33408, hereinafter called the “**Utility**”.

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and,

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the County; and,

WHEREAS, the County is willing to pay for the initial relocation of the Utility’s facilities within the public right-of-way to prevent conflict between the County’s use and the Utility’s use, and for the benefit of each; and

WHEREAS, the County, in addition, in recognition of the Utility’s interest in the certain lands, is willing to pay for any future relocation of the Utility’s facilities from or within Parcel 100, as shown on **Exhibit “A”**, attached hereto and made a part hereof; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and County agree as follows:

UTILITY subordinates any and all of its interest in its easement lands described on **EXHIBIT "A"** attached hereto and made a part hereof, to the interest of the County, or its successors, for the purpose of constructing, improving, maintaining and operating a road over, through, upon, and/or across such Lands, based on the following:

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK AND PAGE</u>
Utility Easement	April 29, 1957	West Lake Baptist Church	FPL	ORB 52, Pg. 343

The County and the Utility further agree that:

1. "Public right-of-way", as used herein, shall mean that area which is described in **Exhibit "A"** and which includes the Utility's easement identified above and additional lands for public right-of-way, as described in **Exhibit "A"**, attached hereto and made a part hereof.
2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on, within, and upon the public right-of-way described in **Exhibit "A"**, in accordance with the County's current minimum standards for such facilities as of the date of this agreement. However, any new construction or relocation of facilities within the public right-of-way will be subject to prior approval by the County.
3. The County shall pay for the relocation of existing facilities within the public right-of-way. In addition, the Utility retains the right to be reimbursed either now or in the future, for additional relocation or adjustment of its facilities located presently or to be located on the public right-of-way described in **Exhibit "A"**, if such relocation or adjustment is caused by present or future uses of the right-of-way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the right-of-way, or if necessary, acquiring replacement easements.
4. The Utility shall have the right to enter upon the lands described in **Exhibit "A"** for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities. County shall provide and allow access to said lands by the Utility.
5. The Utility agrees to repair any damage to County facilities and to indemnify the County against any loss or damage resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the said public right-of-way.
6. This Agreement shall not be assigned by County except to the State of Florida.

(Execution and Acknowledgment continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk (or Deputy Clerk)

By: _____
, Chair

APPROVED AS TO FROM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By:  _____
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____ 2012, by _____, Chair, Board of County Commissioners, who is personally known to me and who did not take an oath.

Signature

Print Name

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY

By: *Michelle M. Kahmann*

Print Name: Michelle M. Kahmann

By: *Samantha J. Saucier*

Title: Area Real Estate Manager
Print Name: Samantha J. Saucier

By: *Marta Hull*

Print Name: MARTA Hull

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as its Area Real Estate Manager of the Florida Power & Light Company and acknowledged before me that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 12 day of June, 2012.

My Commission Expires:

Notary Signature: *Michelle M. Kahmann*
Notary Public State of Florida

Printed Name: _____

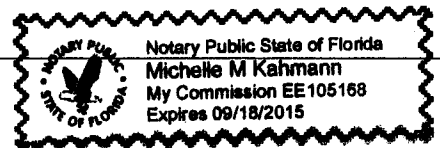
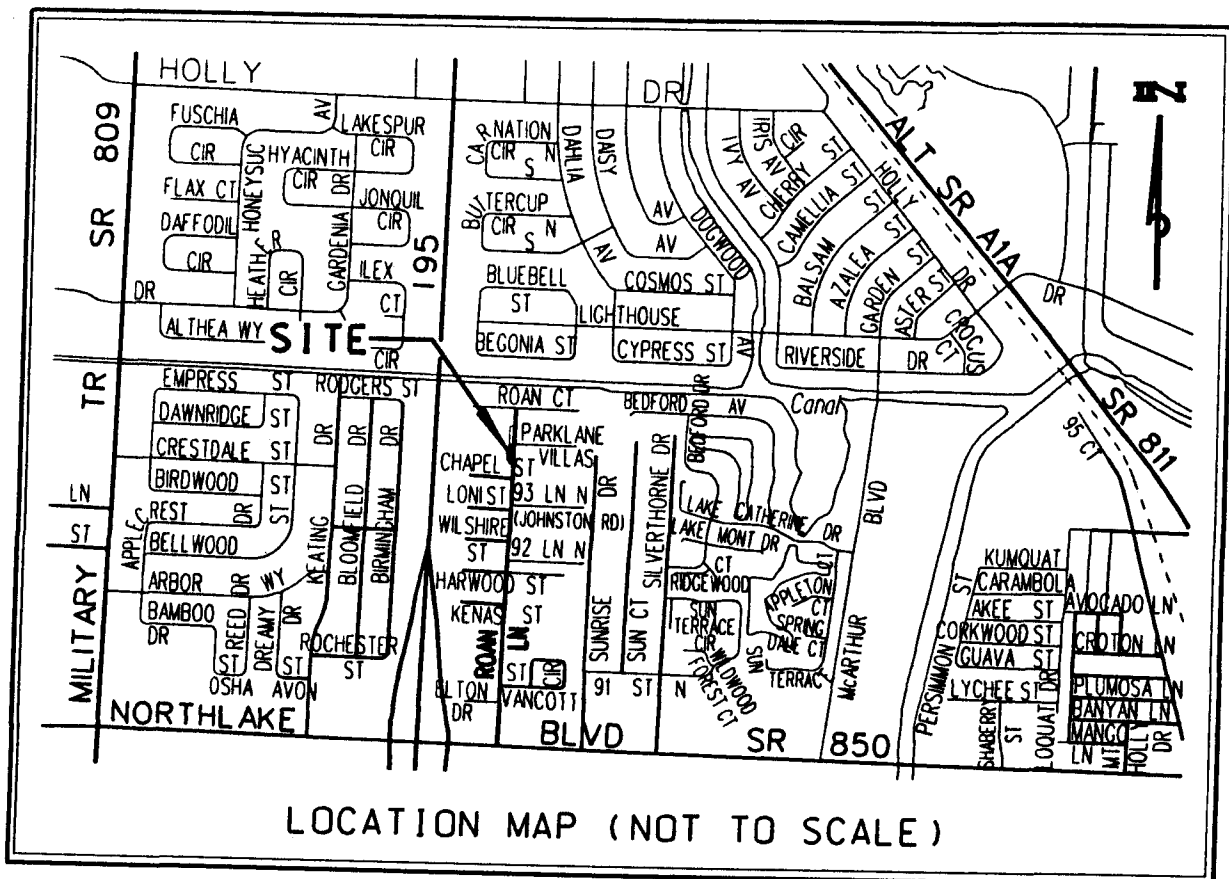


EXHIBIT "A"




LOCATION MAP (NOT TO SCALE)

A PARCEL OF LAND 10.00 FEET IN WIDTH FOR ROAD RIGHT OF WAY PURPOSES BEING A PORTION OF OFFICIAL RECORD BOOK 3303, PAGE 675, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 42, RANGE 43 EAST; THENCE SOUTH $88^{\circ}40'16''$ EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 647.53 FEET AS LAID OUT AND IN USE (645.36 FEET PALM BEACH COUNTY SECTION BREAKDOWN) TO THE WEST RIGHT OF WAY LINE OF ROAN LANE ACCORDING TO OFFICIAL RECORD BOOK 2038, PAGE 328; THENCE SOUTH $01^{\circ}43'28''$ WEST ALONG SAID WEST RIGHT OF WAY LINE OF ROAN LANE, A DISTANCE OF 171.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}43'28''$ WEST CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF ROAN LANE, A DISTANCE OF 119.97 FEET TO THE SOUTH LINE OF A PORTION OF OFFICIAL RECORD BOOK 3303, PAGE 675; THENCE NORTH $88^{\circ}40'07''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT OF WAY LINE OF ROAN LANE; THENCE NORTH $01^{\circ}43'28''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 120.03 FEET TO THE SOUTH LINE OF A PARCEL RECORDED IN OFFICIAL RECORD BOOK 16302, PAGE 1946; THENCE SOUTH $88^{\circ}20'16''$ EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO SAID WEST RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1,200 SQUARE FEET OR 0.0276 ACRES MORE OR LESS.

PROJECT: ROAN LANE SOUTH OF ROAN COURT PARCEL 100	NO.	REVISION	BY	DATE
	1	ADD EASE. & CERT.	C.W.M.	12/12
DESIGN FILE NAME S-1-11-3264.DGN	DRAWING NO. S-1-11-3264	SCALE: 1" = 30'	APPROVED: N.J.H.	DATE: 12/20/11
			CHECKED: G.W.M.	FIELD BOOK NO.: N/A



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

PROJECT NO. 2012081-28
 SHEET: 1
 OF: 3

SURVEYORS NOTES

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, HAVING A GRID (NAD 83, 1990) BEARING OF NORTH $01^{\circ}46'23''$ EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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.

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

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.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE

MERCATOR PROJECTION

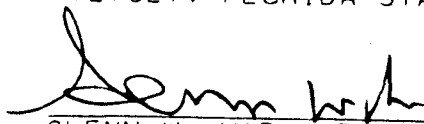
ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.0000404

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

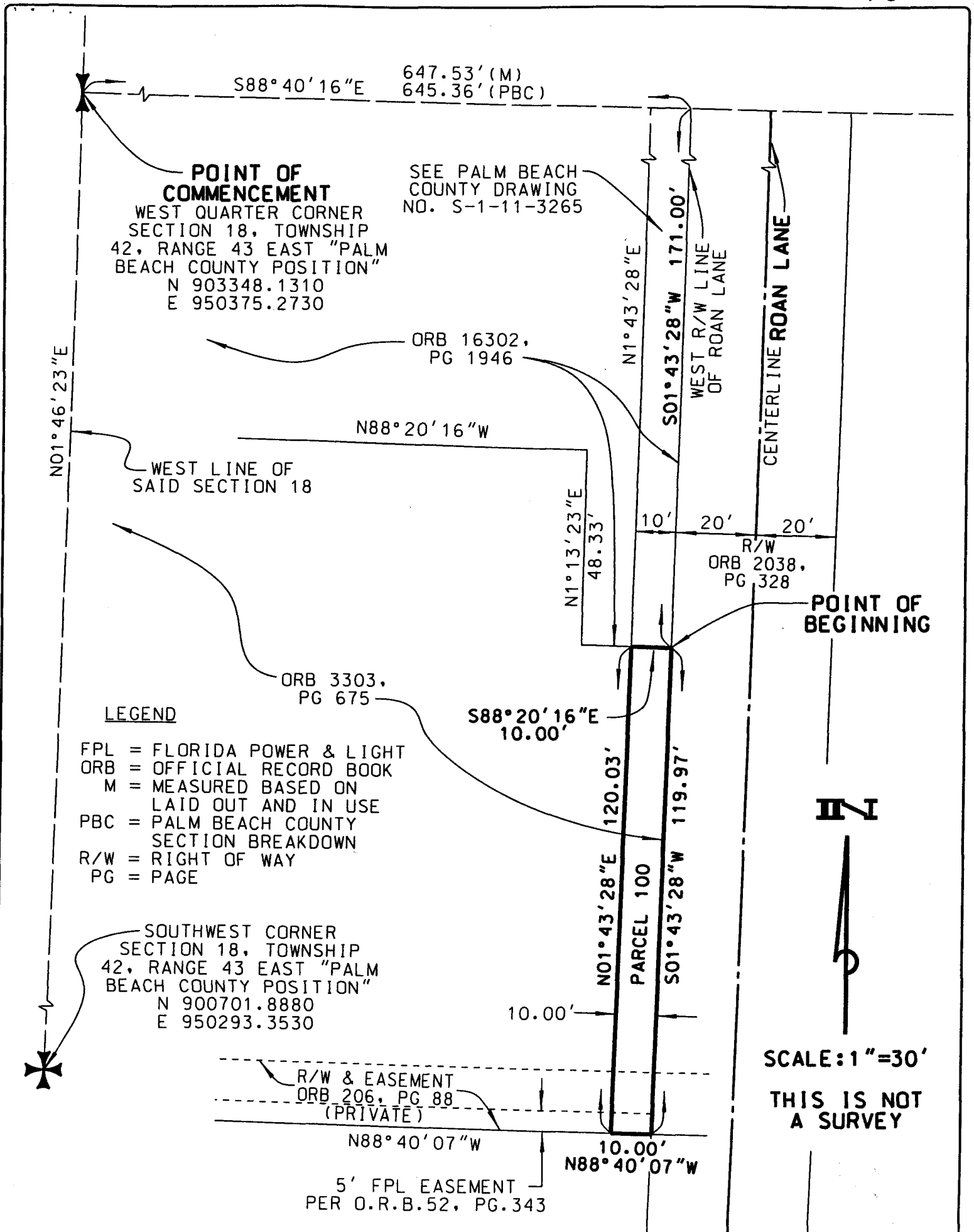
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



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

4/30/12
 DATE



POINT OF COMMENCEMENT
 WEST QUARTER CORNER
 SECTION 18, TOWNSHIP
 42, RANGE 43 EAST "PALM
 BEACH COUNTY POSITION"
 N 903348.1310
 E 950375.2730

SEE PALM BEACH
 COUNTY DRAWING
 NO. S-1-11-3265

ORB 16302,
 PG 1946

WEST LINE OF
 SAID SECTION 18

LEGEND

- FPL = FLORIDA POWER & LIGHT
- ORB = OFFICIAL RECORD BOOK
- M = MEASURED BASED ON LAID OUT AND IN USE
- PBC = PALM BEACH COUNTY SECTION BREAKDOWN
- R/W = RIGHT OF WAY
- PG = PAGE

SOUTHWEST CORNER
 SECTION 18, TOWNSHIP
 42, RANGE 43 EAST "PALM
 BEACH COUNTY POSITION"
 N 900701.8880
 E 950293.3530

R/W & EASEMENT
 ORB 206, PG 88
 (PRIVATE)

5' FPL EASEMENT
 PER O.R.B. 52, PG. 343

POINT OF BEGINNING



SCALE: 1"=30'

THIS IS NOT A SURVEY

Return To: Right-of-Way Acquisition Section
Name: Palm Beach County Engineering
Address: Post Office Box 21229
West Palm Beach, FL 33416
Attn: Sherry Wildner
Account No.: 1010 **W/C BOX 1066**

This Instrument Prepared By:
Samantha J. Saucier
Florida Power and Light Company
700 Universe Blvd. CRE/JB
Juno Beach, FL 33408

PCN NO: a portion of 00-43-42-18-00-000-7330

Not to be recorded without Board of County Commissioners Acceptance Date

Project No.: 2012081-28
Project Name: Roan Lane
Parcel No.: 101

**SUBORDINATION OF UTILITY INTERESTS
AND AGREEMENT FOR
REIMBURSEMENT FOR ADDITIONAL FACILITY RELOCATIONS**

THIS AGREEMENT, entered into this ___ day of _____, 2012, by and between the **COUNTY OF PALM BEACH, STATE OF FLORIDA**, hereinafter called the "**County**", and **FLORIDA POWER & LIGHT COMPANY**, A Florida Corporation, whose mailing address is P.O. BOX 14000, Juno Beach, Florida 33408, hereinafter called the "**Utility**".

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and,

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the County; and,

WHEREAS, the County is willing to pay for the initial relocation of the Utility's facilities within the public right-of-way to prevent conflict between the County's use and the Utility's use, and for the benefit of each; and

WHEREAS, the County, in addition, in recognition of the Utility's interest in the certain lands, is willing to pay for any future relocation of the Utility's facilities from or within Parcel 101, as shown on **Exhibit "A"**, attached hereto and made a part hereof; and,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and County agree as follows:

UTILITY subordinates any and all of its interest in its easement lands described on **EXHIBIT "A"** attached hereto and made a part hereof, to the interest of the County, or its successors, for the purpose of constructing ,improving, maintaining and operating a road over, through, upon, and/or across such Lands, based on the following:

<u>NATURE OF ENCUMBRANCE</u>	<u>DATE</u>	<u>FROM OR AGAINST</u>	<u>IN FAVOR OF</u>	<u>BOOK AND PAGE</u>
Utility Easement	April 29, 1957	West Lake Baptist Church	FPL	ORB 52, Pg. 343

The County and the Utility further agree that:

1. "Public right-of-way", as used herein, shall mean that area which is described in **Exhibit "A"** and which includes the Utility's easement identified above and additional lands for public right-of-way, as described in **Exhibit "A"**, attached hereto and made a part hereof.
2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on, within, and upon the public right-of-way described in **Exhibit "A"**, in accordance with the County's current minimum standards for such facilities as of the date of this agreement. However, any new construction or relocation of facilities within the public right-of-way will be subject to prior approval by the County.
3. The County shall pay for the relocation of existing facilities within the public right-of-way. In addition, the Utility retains the right to be reimbursed either now or in the future, for additional relocation or adjustment of its facilities located presently or to be located on the public right-of-way described in **Exhibit "A"**, if such relocation or adjustment is caused by present or future uses of the right-of-way by the County or its assigns, including, but not limited to, the cost of accommodating the Utility within the right-of-way, or if necessary, acquiring replacement easements.
4. The Utility shall have the right to enter upon the lands described in **Exhibit "A"** for the purposes outlined in Paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities. County shall provide and allow access to said lands by the Utility.
5. The Utility agrees to repair any damage to County facilities and to indemnify the County against any loss or damage resulting from the Utility exercising its rights to construct, operate, maintain, improve, add to, upgrade or remove its facilities on the said public right-of-way.
6. This Agreement shall not be assigned by County except to the State of Florida.

(Execution and Acknowledgment continued on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk (or Deputy Clerk)

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____ 2012, by _____, Chair, Board of County Commissioners, who is personally known to me and who did not take an oath.

Signature

Print Name

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY

By: Michelle M. Kahmann

Print Name: Michelle M. Kahmann

By: Samantha J. Saucier

Title: Area Real Estate Manager

Print Name: Samantha J. Saucier

By: Marta Hull

Print Name: MARTA HULL

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Samantha J. Saucier to me known and personally known to me to be the person described in, and did not take an oath and who executed the foregoing instrument as its Area Real Estate Manager of the Florida Power & Light Company and acknowledged before me that she executed the same as such official in the name and on behalf of said Corporation.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of June, 2012.

My Commission Expires:

Notary Signature: Michelle M. Kahmann
Notary Public State of Florida

Printed Name: _____

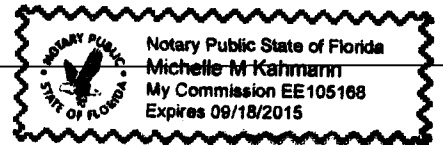
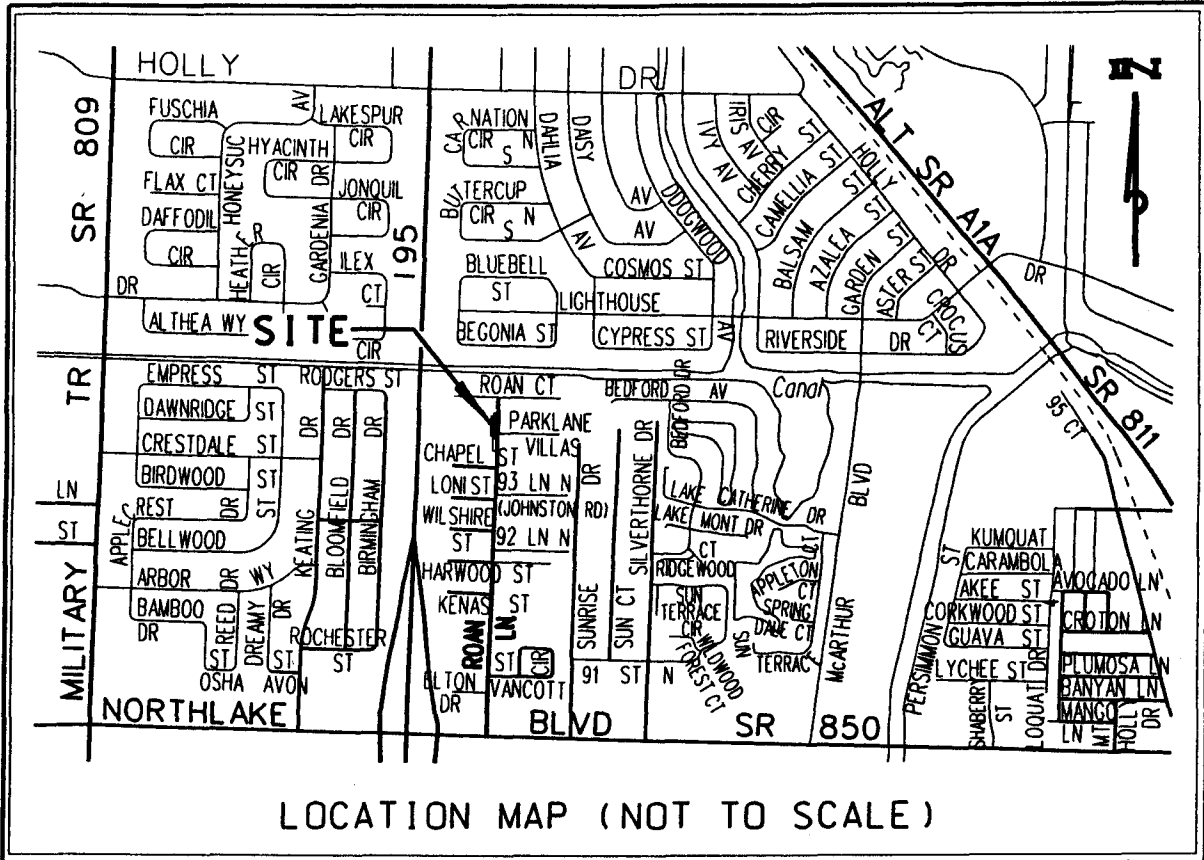


EXHIBIT "A"



A PARCEL OF LAND 10.00 FEET IN WIDTH FOR ROAD RIGHT OF WAY PURPOSES BEING A PORTION OF OFFICIAL RECORD BOOK 16302, PAGE 1946, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 42, RANGE 43 EAST; THENCE SOUTH 88°40'16" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 637.53 FEET AS LAID OUT AND IN USE (635.36 FEET PALM BEACH COUNTY SECTION BREAKDOWN) TO A LINE LYING 10.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF ROAN LANE ACCORDING TO OFFICIAL RECORD BOOK 2038, PAGE 328 SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 88°40'16" EAST CONTINUING ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 10.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID ROAN LANE; THENCE SOUTH 01°43'28" WEST ALONG SAID WEST RIGHT OF WAY LINE OF ROAN LANE, A DISTANCE OF 171.00 FEET; THENCE NORTH 88°20'16" WEST ALONG THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 16302, PAGE 1946, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°43'28" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT OF WAY LINE OF ROAN LANE, A DISTANCE OF 170.94 FEET TO SAID QUARTER SECTION LINE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1,710 SQUARE FEET OR 0.0393 MORE OR LESS.

PROJECT NO. 2012081-28 SHEET: 1 OF: 3	PROJECT: ROAN LANE SOUTH OF ROAN COURT PARCEL 101	NO. 1 REVISION: ADD EASE. & CERT. BY: G.W.M. DATE: 4/27/12	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
DESIGN FILE NAME: S-1-11-3265.DGN DRAWING NO.: S-1-11-3265		SCALE: 1" = 30' APPROVED: G.W.M. DRAWN: E.A.O. CHECKED: N.J.H. DATE: 12/02/11 FIELD BOOK NO.: N/A	

SURVEYORS NOTES

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, HAVING A GRID (NAD 83, 1990) BEARING OF NORTH $01^{\circ}46'23''$ EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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.

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

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.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE

MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.0000404

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

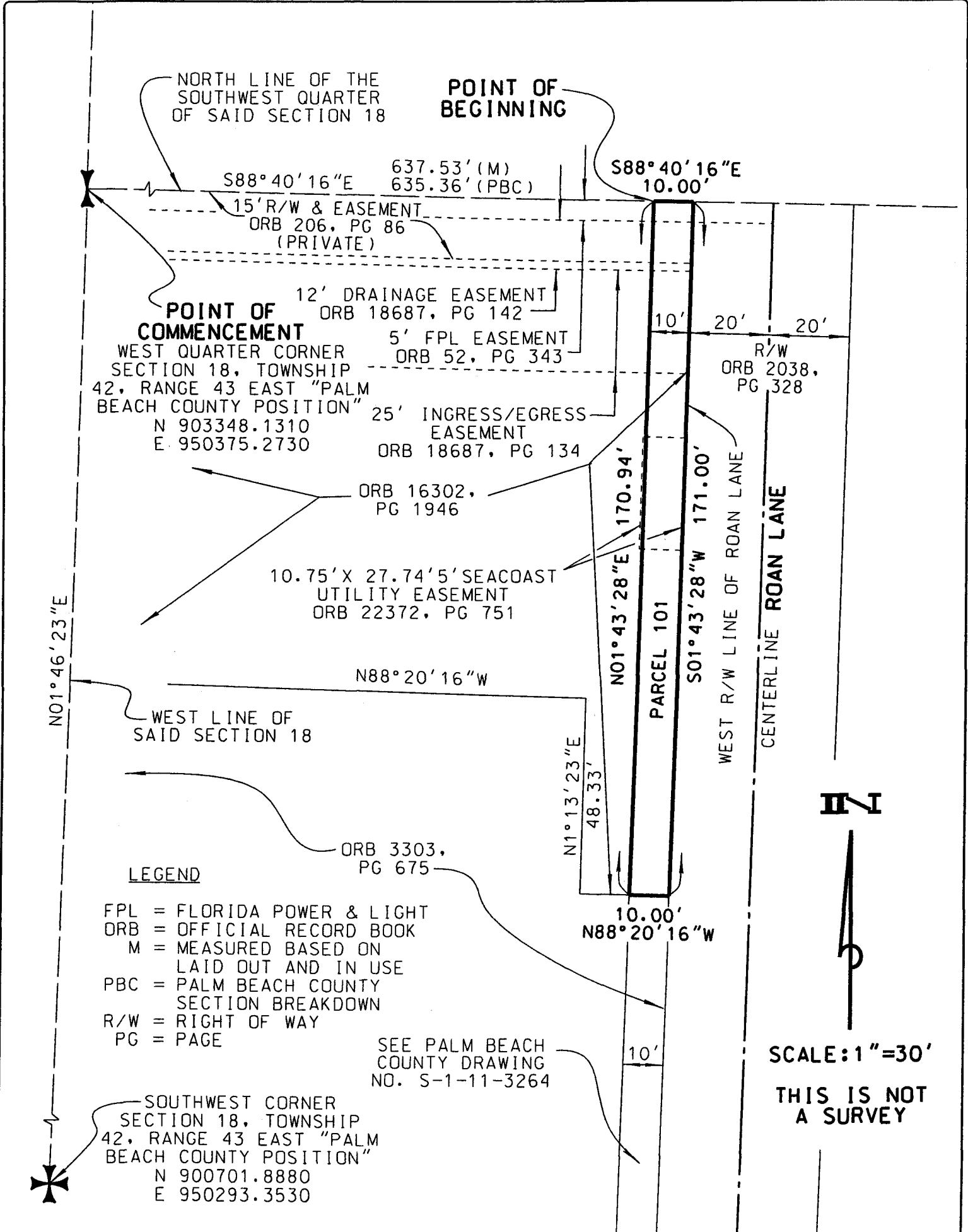
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



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

4/30/12
DATE



Return To:
Right-of-Way Acquisition Section
Palm Beach County Engineering
P O Box 21229
West Palm Beach, FL 33416
Attn: Sherry Wildner
Account No.: 1010 W/C BOX 1066

P.C.N. NO: a portion of 00-43-42-18-00-000-7330

PROJECT NO: 2012081-28
PROJECT: Roan Lane
PARCEL NO: 101

**SUBORDINATION OF UTILITY INTERESTS
TO COUNTY OF PALM BEACH, FLORIDA**

THIS AGREEMENT, entered into this 23rd day of May, 2012 by and between the **COUNTY OF PALM BEACH**, (hereinafter the "County"), and **SEACOAST UTILITY AUTHORITY**, whose mailing address is 4200 Hood Road, Palm Beach Gardens, Florida 33410, (hereinafter the "Utility").

WITNESSETH:

WHEREAS, the Utility presently has easements in certain property that has been determined necessary for public purposes; and,

WHEREAS, the proposed use of this property will require subordination to the County of the interest claimed in said property by the Utility and at the request of the County, the Utility has agreed, subject to the following conditions, to relocate its facilities from the Utility's easement onto public right-of-way, or has agreed to leave its facilities on the subordinated property (hereinafter the "Property"), described in Exhibit "A" attached hereto and made a part hereof; and,

WHEREAS, the County is willing to pay to have the Utility's facilities relocated as necessary to prevent conflict between the facilities so that the benefits of each may be retained;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the Utility and the County agree as follows:

1. The Utility hereby subordinates any and all of its interests in that portion of the following easements lying within the Property, to the interest of the County, its successors or assigns, through, under, upon, or across the Property; Utility Easement Recorded at Official Record Book 22372 Page 751, Public Records of Palm Beach County, Florida.

2. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on, within, and upon all the Property in accordance with the County's current minimum standards for such facilities as of the date of such construction. Any new construction or relocation of facilities within the Property will be subject to prior approval by the County. Should the County fail to approve any new construction or relocation of facilities by the Utility or hereafter require the Utility to alter, adjust, or relocate its facilities from within the Property, the County hereby agrees to pay the Utility's reasonable cost of any required alteration, adjustment, or relocation, caused by the County's actions, including the cost of acquiring necessary easements.

3. The Utility shall have a reasonable right to enter upon the Property for the purposes outlined in paragraph 2 above, including the right to trim such trees, brush, and growth which might endanger or interfere with the operation and safety of the Utility's facilities.

4. These terms and conditions shall be attached as an addendum to the permit, if any, required by the County for location of facilities of the Property.

5. This agreement is not assignable except to the State of Florida for the purposes described herein.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk (or Deputy Clerk)

By: _____
, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Division Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____ 2012, by _____, Chair, Board of County Commissioners, who is personally known to me and who did not take an oath.

Signature

Print Name

WITNESSES:

SEACOAST UTILITY AUTHORITY

Signed, sealed and delivered
in our presence as witnesses:

Andrew Calmes
Witness Signature

By: [Signature]
Robert Weisman, Chair

Andrea Holmes
Print Name

[Signature]
Witness Signature

ATTEST: [Signature]
Jessica Moore, Clerk

Bruce Gregg
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of May, 2012 by Robert Weisman and Jessica Moore, Chair and Clerk respectively of Seacoast Utility Authority, who are both personally known to me and who did not take an oath.

[Signature]
Notary Signature
Dawn Phillips
Print Name
Notary Public-State of Florida
Commission No:
My Commission Expires:

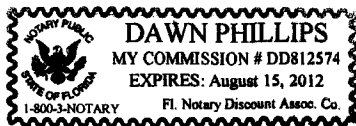
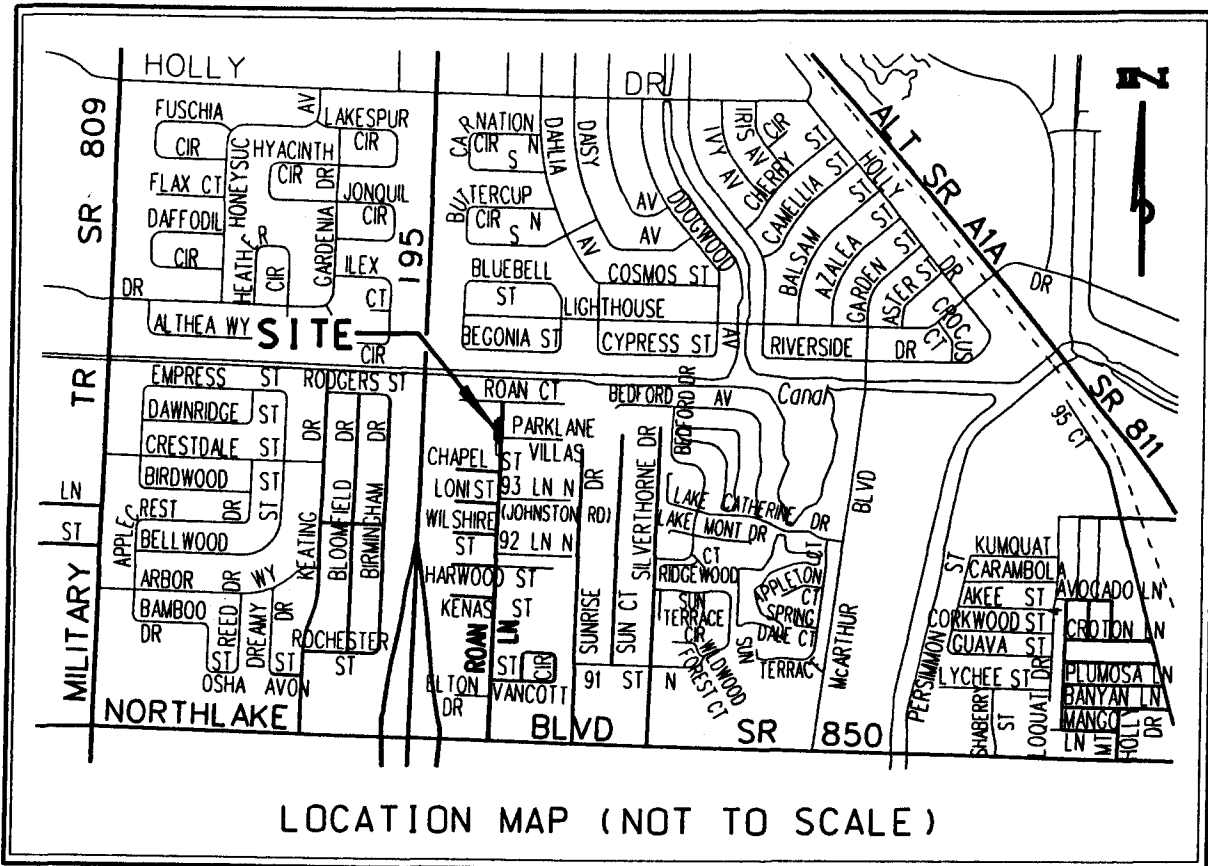


EXHIBIT "A"



LOCATION MAP (NOT TO SCALE)

A PARCEL OF LAND 10.00 FEET IN WIDTH FOR ROAD RIGHT OF WAY PURPOSES BEING A PORTION OF OFFICIAL RECORD BOOK 16302, PAGE 1946, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 42 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 42, RANGE 43 EAST; THENCE SOUTH 88°40'16" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 637.53 FEET AS LAID OUT AND IN USE (635.36 FEET PALM BEACH COUNTY SECTION BREAKDOWN) TO A LINE LYING 10.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF ROAN LANE ACCORDING TO OFFICIAL RECORD BOOK 2038, PAGE 328 SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH 88°40'16" EAST CONTINUING ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 10.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID ROAN LANE; THENCE SOUTH 01°43'28" WEST ALONG SAID WEST RIGHT OF WAY LINE OF ROAN LANE, A DISTANCE OF 171.00 FEET; THENCE NORTH 88°20'16" WEST ALONG THE SOUTH LINE OF PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 16302, PAGE 1946, A DISTANCE OF 10.00 FEET; THENCE NORTH 01°43'28" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE SAID WEST RIGHT OF WAY LINE OF ROAN LANE, A DISTANCE OF 170.94 FEET TO SAID QUARTER SECTION LINE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 1,710 SQUARE FEET OR 0.0393 MORE OR LESS.

PROJECT NO. 2012081-28	SHEET: 1 OF 3	PROJECT: ROAN LANE SOUTH OF ROAN COURT PARCEL 101	SCALE: 1" = 30' APPROVED: C. W. M. DRAWN: E. A. O. CHECKED: N. J. H. DATE: 12/02/11 FIELD BOOK NO.: N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">ADD EASE. & CERT.</td> <td style="text-align: center;">C. W. M.</td> <td style="text-align: center;">12/27/12</td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE	1	ADD EASE. & CERT.	C. W. M.	12/27/12	<p>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</p>
NO.	REVISION	BY	DATE										
1	ADD EASE. & CERT.	C. W. M.	12/27/12										
DESIGN FILE NAME: S-1-11-3265.DGN		DRAWING NO.: S-1-11-3265											

SURVEYORS NOTES

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, HAVING A GRID (NAD 83, 1990) BEARING OF NORTH $01^{\circ}46'23''$ EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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.

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

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.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE

MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.0000404

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

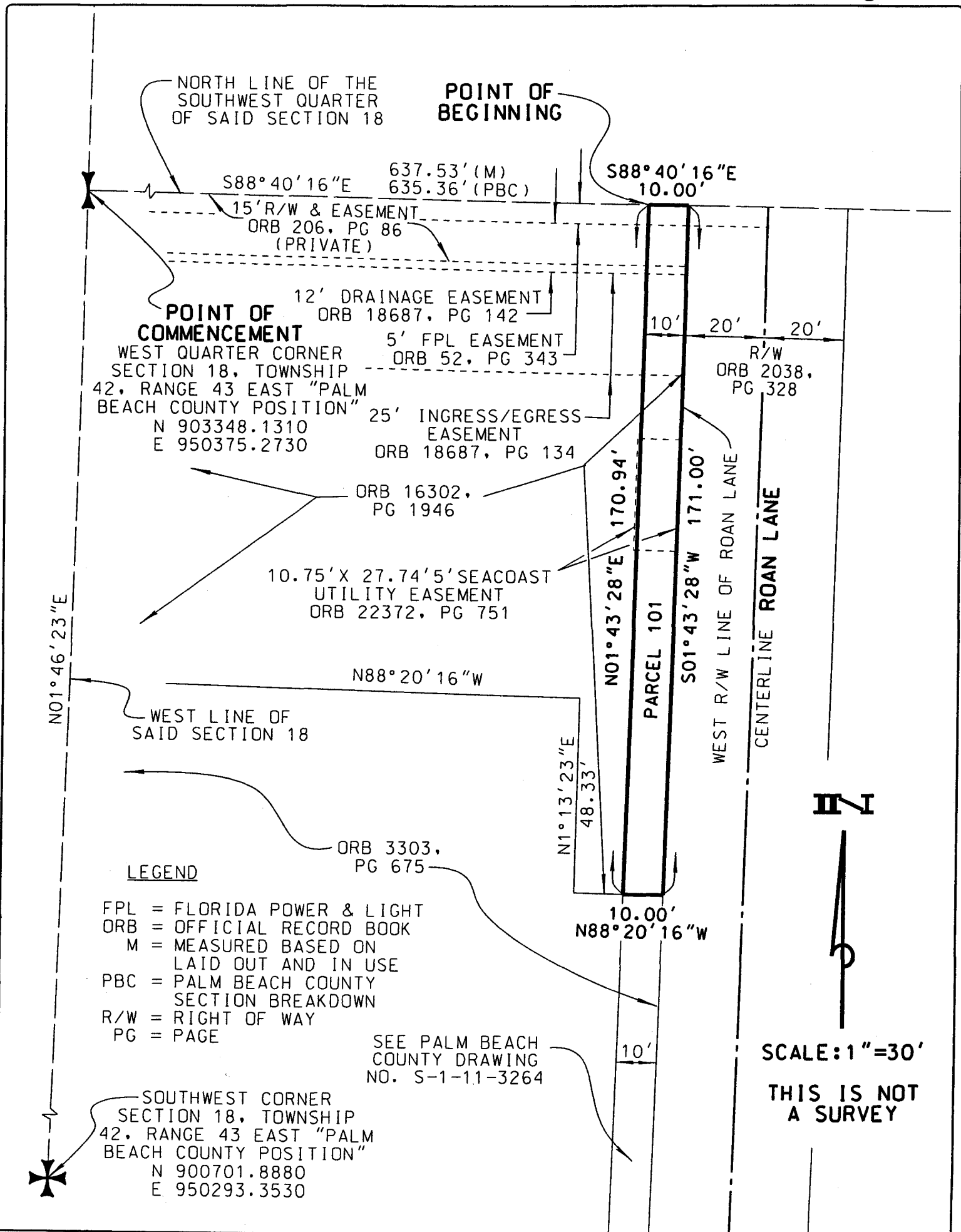
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



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

4/30/12
DATE



LEGEND

- FPL = FLORIDA POWER & LIGHT
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- M = MEASURED BASED ON LAID OUT AND IN USE
- PBC = PALM BEACH COUNTY SECTION BREAKDOWN
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- PG = PAGE

SEE PALM BEACH COUNTY DRAWING NO. S-1-11-3264

SOUTHWEST CORNER SECTION 18, TOWNSHIP 42, RANGE 43 EAST "PALM BEACH COUNTY POSITION" N 900701.8880 E 950293.3530



SCALE: 1"=30'

THIS IS NOT A SURVEY

Return To: Right-of-Way Acquisition Section
Name: Palm Beach County Engineering
Address: Post Office Box 21229
West Palm Beach Florida 33416
Attn: Sherry Wildner
Account No.: 1010 W/C BOX 1066

This Instrument Prepared By:
Name:

P.I.N.: a portion of 00-43-42-18-00-000-7330

Not to be recorded without Board of County Commissioners Acceptance Date
Project No.: 2012081-28
Project Name: Roan Lane
Parcel No.: 101

**SUBORDINATION OF DRAINAGE EASEMENT
TO PALM BEACH COUNTY, FLORIDA**

THIS SUBORDINATION OF DRAINAGE EASEMENT, entered into this 27th day of April, 2012, by and between **Filippo L. Milio**, hereinafter called the "grantor", whose mailing address is 111 North River Drive West, Jupiter, Florida 33458 and **Palm Beach County**, a political subdivision of the State of Florida, hereinafter the called the "County", whose mailing address is P.O. BOX 21229, West Palm Beach, Florida 33416.

WITNESSETH:

WHEREAS, the grantor is the holder of a certain Drainage Easement, recorded in Official Records Book 18687, Page 142 of the Public Records of Palm Beach County, Florida; and,

WHEREAS, a portion of the land set forth in Exhibit "B" in the Drainage Easement recorded in Official Records Book 18687, Page 142 of the Public Records of Palm Beach County, Florida is required by the County for a pathway project; and,

WHEREAS, this aforementioned Drainage Easement encumbers the property required by the County for a pathway project; and,

WHEREAS, the land required by the County for the pathway project is more clearly defined in attached Exhibit "A"; and,

WHEREAS, the grantor has a drainage pipe existing within aforementioned Drainage Easement, which provides connection to the existing storm sewer system for Roan Lane; and,

WHEREAS, grantee has agreed to not disrupt grantor's existing drainage connection to the Roan Lane storm sewer system;

NOW THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, paid, the receipt and sufficiency of which is hereby acknowledged, the grantor hereby agrees, covenants, and consents with the County that the aforesaid Drainage Easement is and shall continue to be subject and subordinate to the property rights of the County insofar as said Drainage Easement affects the following described party, viz:

Exhibit "A"
Description & Sketch

This subordination shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, the day and year aforesaid.

Leopoldo Milio
Witness Signature

Leopoldo Milio
Print Name of Witness

By: Filippo L. Milio
Signature

FILIPPO L. MILIO
Print Name

Sherry Wildner
Witness Signature

Sherry Wildner
Print Name of witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of April 2012, by Filippo L. Milio, who is personally known to me, or who supplied DL as identification, and who did/did not take an oath. FL m400.252.41.380.0

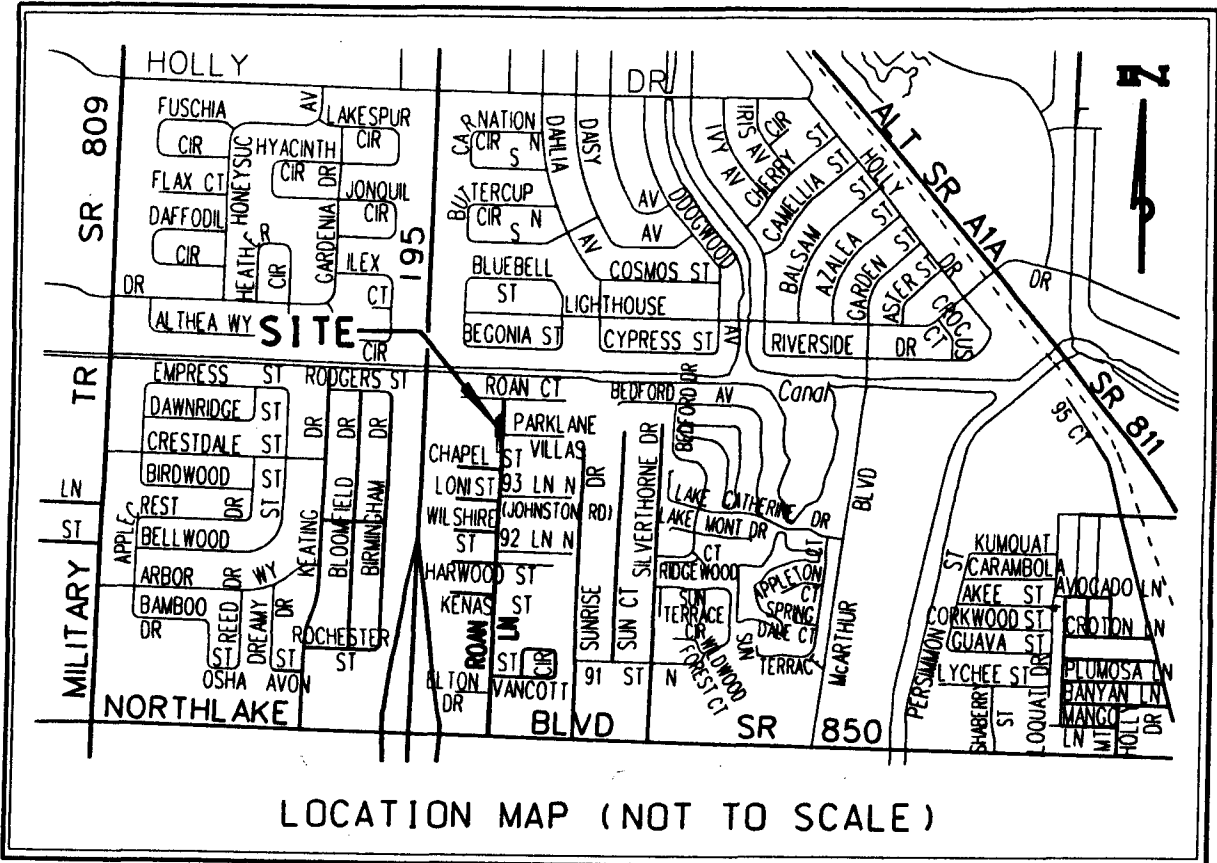
SEAL



SHERRY WILDNER
MY COMMISSION # EE 073616
EXPIRES: March 14, 2015
Banded Thru Budget Notary Services

Sherry Wildner
NOTARY PUBLIC
Sherry Wildner

EXHIBIT "A"



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PROJECT NO. 2012081-28
SHEET: 1
OF 3

PROJECT: ROAN LANE SOUTH OF ROAN COURT PARCEL 101
DESIGN FILE NAME: S-1-11-3265.DGN
DRAWING NO.: S-1-11-3265

NO.	REVISION	BY	DATE
1	ADD EASE. & CERT.	C.W.M.	2/21/12

SCALE: 1" = 30'
APPROVED: G.W.M.
DRAWN: E.A.O.
CHECKED: N.J.H.
DATE: 12/02/11
FIELD BOOK NO.: N/A

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



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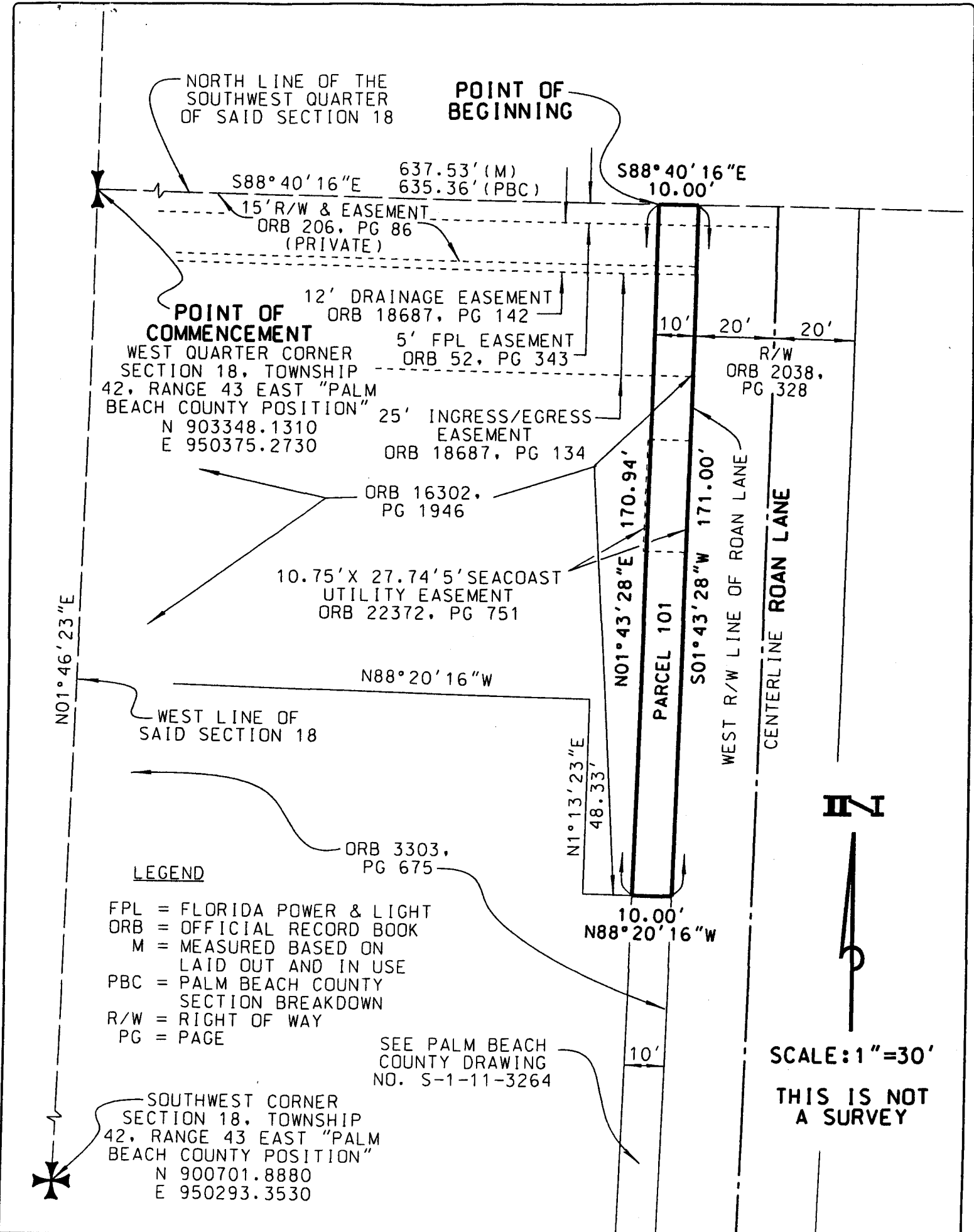
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GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304

4/30/12
DATE



POINT OF COMMENCEMENT

POINT OF BEGINNING

PARCEL 101

CENTERLINE ROAN LANE

LEGEND

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SEE PALM BEACH COUNTY DRAWING NO. S-1-11-3264



SCALE: 1"=30'
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EXHIBIT B

A parcel of land in Section 18, Township 42 South, Range 43 East, Palm Beach County, Florida, Being particularly described as follows: Commencing at the West Quarter corner of said Section 18; Thence North 89° 36' 04" East along the North line of the Southwest Quarter of said Section 18, A distance of 299.45 feet to the Point of Beginning of the hereinafterdescribed parcel; Thence continue North 89° 36' 04" East along the previously described line (said line being the South Line of the Plat of Roan Court as recorded in Plat Book 29, page 40, Public Records of Palm Beach County, Florida), a distance of 348.08 feet to the Westerly Right-of-Way line of Roan Lane as now laid out and in use; Thence South 00° 00' 12" East, Along said Westerly Right-of-Way line, A distance of 171.0 to a point; Thence South 89° 56' 04" West, a distance of 24.56 feet to a point; Thence North 0° 30' 17" West, a distance of 48.33 feet to a point; Thence South 89° 56' 04" West, a distance of 223.20 feet to a point; Thence West parallel with the West line of the Southwest Quarter of said Section 18, a distance of 24.29 feet to a point; Thence South 89° 37' 45" West, a distance of 100.00 feet to a point; Thence North 00° 02' 49" East, a distance of 145.47 feet to the North line of the Southwest Quarter of said Section 18 and the Point of Beginning.

Parcel ID 00-43-42-18-00-000-7330