



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>* See below</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE</b>	_____	_____	_____	_____	_____
<b>POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

\* No fiscal impact.

C. Departmental Fiscal Review: CM Simon

**III. REVIEW COMMENTS**

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

[Signature] 7/17/2013  
 OFMB AM 7/16/13 [Signature] 7/16

[Signature] 7/22/13  
 Contract Dev. and Control 7-22-13 B. Wheeler

**B. Legal Sufficiency:**

[Signature] 7/23/13  
 Assistant County Attorney

**C. Other Department Review:**

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

**Prepared by & Return to:**

Laura Beebe, Deputy Director  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

PCN: 00-42-43-25-00-000-5090 (portion)  
00-42-43-25-00-000-5300 (portion)  
00-42-43-36-00-000-1080 (portion)  
00-42-43-36-05-000-0010 (portion)

**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 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 underground electric utility facilities, cables, conduits and appurtenant equipment, and pad-mounted 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:

**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 lay cable and conduit within the Easement Premises and to operate the same for communication 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 CONDITION 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, the Facilities within the Easement Premises at all times during the term hereof. Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises.

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.

5. Grantee acknowledges and agrees that Grantor may require the relocation of the Facilities installed within the Easement Premises to another location within Grantor's property. In the event that it becomes necessary for Grantee to relocate or alter the location of its Facilities at the request of Grantor, Grantor shall reimburse Grantee for all reasonable costs and expenses involved in such relocation or alteration and shall grant a new utility easement upon the same terms and conditions of this Easement. Grantee shall promptly terminate and release this Easement upon the grant of the new utility easement provided for herein.

6. By acceptance of this Easement, Grantee agrees for itself, its successors and assigns to restrict the height of its Facilities within the Easement Premises to a height so as to comply with 14 CFR Part 77, as now or hereafter amended. Grantee further agrees for itself, its successors and assigns to prevent any use of the Easement Premises which would interfere with the landing at or taking off from the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach International Airport and hereby releases Grantor from any and all liability for the same.

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

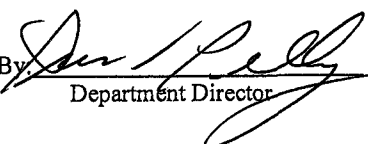
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:   
Department Director

# EXHIBIT "A"

## DESCRIPTION:

BEING A PARCEL OF LAND LYING IN SECTIONS 25 AND 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 36; THENCE S88°31'29"E ALONG THE NORTH LINE THEREOF, A DISTANCE OF 1328.03 FEET TO THE POINT OF BEGINNING; THENCE N22°16'30"W, A DISTANCE OF 6.08 FEET; THENCE N67°31'24"E, A DISTANCE OF 15.00 FEET; THENCE S21°15'37"E, A DISTANCE OF 8.60 FEET; THENCE N49°12'48"E, A DISTANCE OF 236.66 FEET; THENCE S87°55'00"E, A DISTANCE OF 44.43 FEET TO A POINT OF INTERSECTION WITH THE BOUNDARY OF A UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 5038, PAGE 993 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S01°49'07"W ALONG SAID BOUNDARY LINE, A DISTANCE OF 10.00 FEET; THENCE N87°55'00"W, A DISTANCE OF 40.55 FEET; THENCE S49°12'48"W, A DISTANCE OF 240.88 FEET; THENCE S67°21'26"W, A DISTANCE OF 10.29 FEET; THENCE N22°16'30"W, A DISTANCE OF 14.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,092 SQUARE FEET OR 0.0710 ACRES, MORE OR LESS.

LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

## NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN ARE RELATIVE TO FLORIDA STATE PLANE EAST ZONE. NAD83 1990 ADJUSTMENT. GRID BEARING BASIS S88°31'29"E ALONG THE NORTH LINE OF THE NE ONE-QUARTER SECTION 36-43-42, PALM BEACH COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" WAS PREPARED BY THE SURVEYOR
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE CORNERS PUBLISHED BY PALM BEACH COUNTY, WHICH ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, IN U.S. SURVEY FEET.

## CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 18, 2013. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3

THIS IS NOT A SURVEY



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY  
REGISTERED LAND  
SURVEYOR NO. 5005  
STATE OF FLORIDA  
L.B. 3591

DATE 6/18/13

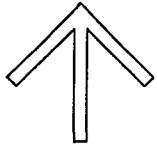
DRAWN BY DPL

F.B./ PG. N/A

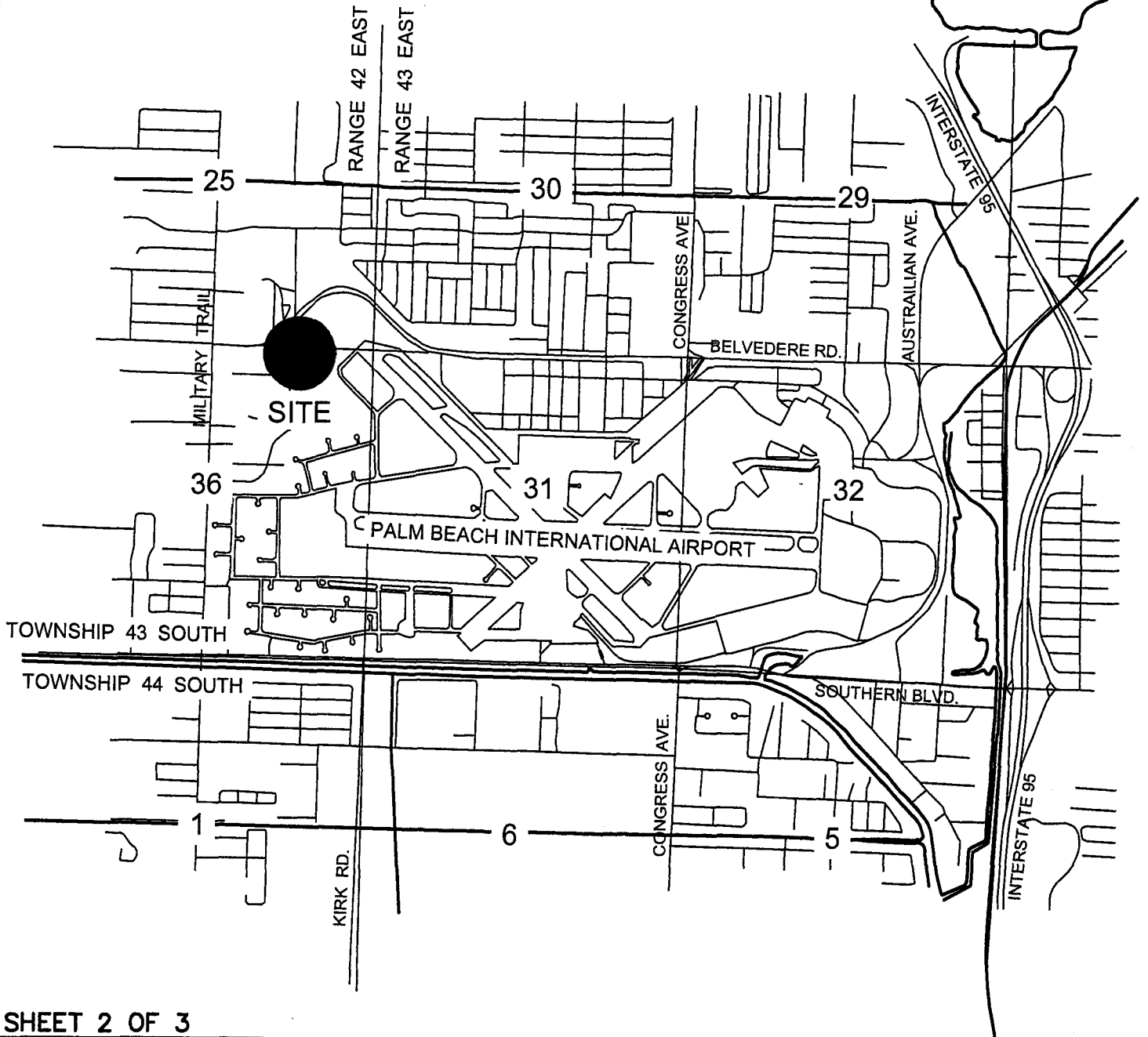
SCALE AS SHOWN

JOB NO. 6321FPL

SIGNATURE FLIGHT  
FPL EASEMENT  
SKETCH OF DESCRIPTION



NORTH  
 LOCATION MAP  
 NOT TO SCALE



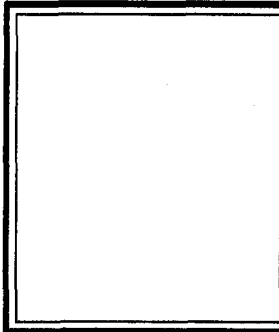
SHEET 2 OF 3



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SIGNATURE FLIGHT  
 FPL EASEMENT  
 SKETCH OF DESCRIPTION



DATE	6/18/13
DRAWN BY	DPL
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	6321FPL

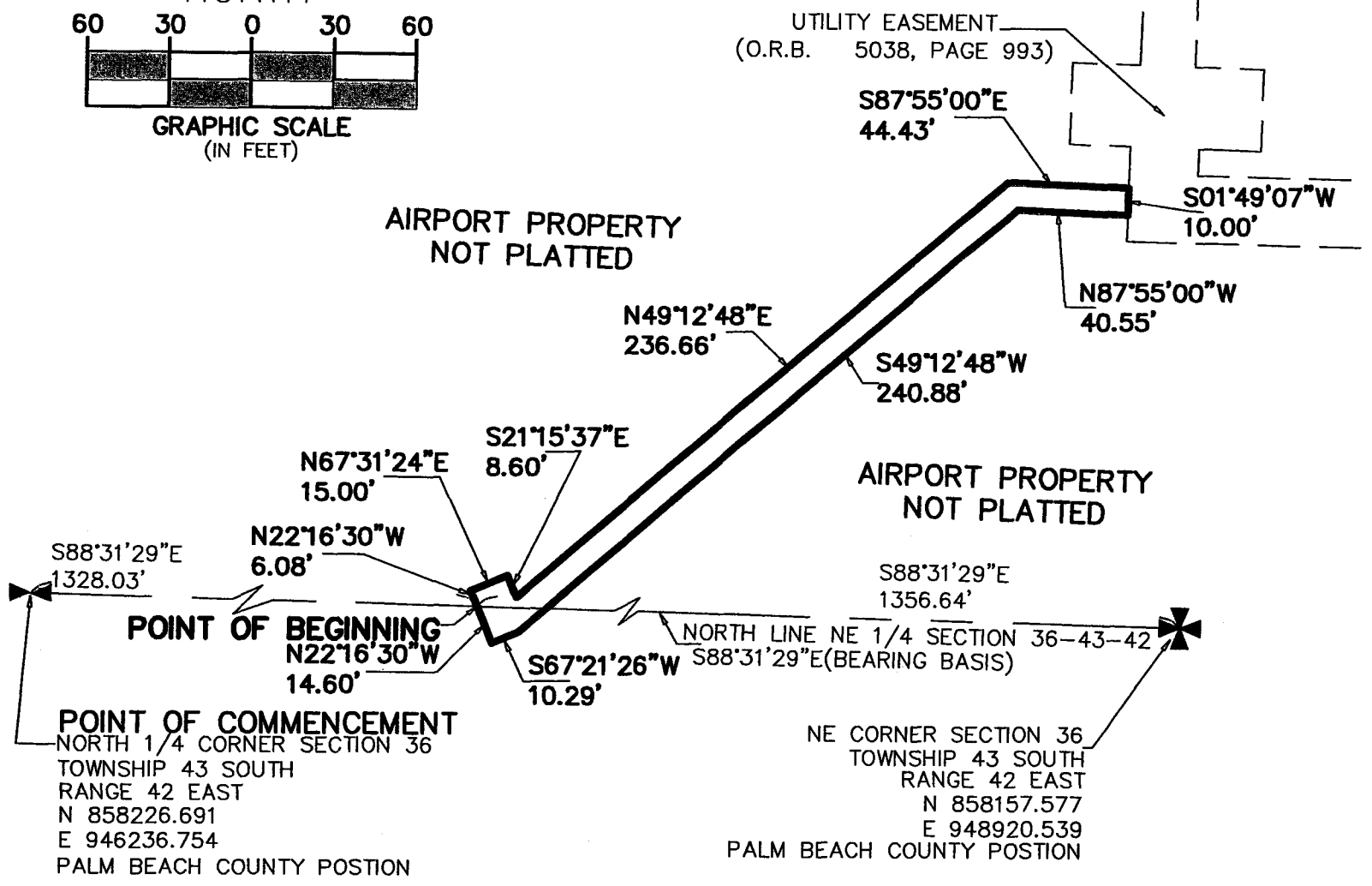
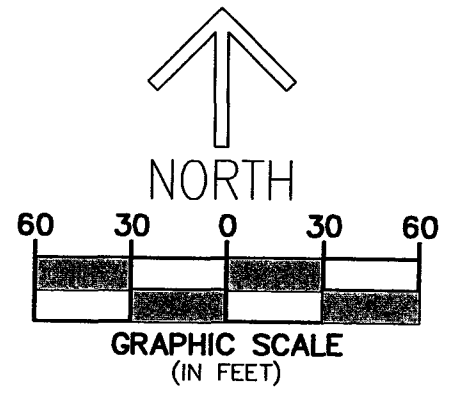
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SHEET 3 OF 3

THIS IS NOT A SURVEY



DATE	6/18/13
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