



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>see below</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

No fiscal impact.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

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

[Signature] 2/19/14  
 OFMB  
 2/14/14

[Signature] 2/25/14  
 Contract Dev. and Control  
 2-25-14 B. Schell

**B. Legal Sufficiency:**

[Signature] 2/27/14  
 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: 00-43-43-31-01-001-0010(portion)  
00-42-43-36-00-000-1080(portion)  
00-43-43-31-01-016-0010 (portion)  
00-43-43-31-01-014-0010 (portion)

**UTILITY EASEMENT**

This EASEMENT, 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 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, 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 grants unto Grantee, its successors and assigns, a perpetual non-exclusive Easement (the "Easement") for the construction, operation and maintenance of telecommunications facilities, including a pad-mounted equipment cabinet, transformers, wires, cables, conduits and appurtenant equipment (the "Facilities") to be installed from time to time; 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 "A"  
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.

**Attachment #** \_\_\_\_\_ / \_\_\_\_\_

**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. 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.
3. 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 (the "Airport"); interfere with air navigation and/or communication facilities serving the Palm Beach International Airport; or otherwise would constitute an airport hazard.
4. 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.
5. Grantee for itself, its successors and assigns covenants with Grantor for the direct benefit of the Airport to construct the Facilities on and to use the Easement Premises in accordance with Federal Aviation Administration ("FAA") Advisory Circulars, Orders and Regulations, as now or hereafter amended.
6. Grantee hereby expressly agrees that in the event that Grantee ceases to use the Easement Premises for the purpose herein expressed, the Easement granted hereby shall become null and void, and all the right, title and interest in and to the Easement Premises shall revert to Grantor.
7. 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.
8. 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), as amended and supplemented (the "Bond Resolution"), as amended and supplemented.
9. Grantee shall not be required to remove or relocate of any Facilities located within the Easement Premises, unless the Facilities are constructed, operated or maintained in violation of the terms and conditions of this Easement.

10. 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.

11. 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.

12. 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.

**IN WITNESS WHEREOF**, Grantor part 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"**

**Legal Description/Site Sketch**

# EXHIBIT "A"

**DESCRIPTION:**

BEING A STRIP OF LAND TEN (10) FEET WIDE FOR UTILITY EASEMENT PURPOSES FOR \*AT&T, WITHIN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID EASEMENT LYING FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST: THENCE N01°35'17"E ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 370.84 FEET TO A POINT LYING ON THE SOUTH LINE OF PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL S-5 AS SHOWN ON THE SURVEY DRAWING NO. S-3-09-2946, PREPARED BY PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS; THENCE N88°28'13"W, A DISTANCE OF 0.38 FEET TO THE POINT OF BEGINNING OF SAID LEASE PARCEL S-5; THENCE CONTINUE N88°28'13"W, ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL S-5, A DISTANCE OF 53.09 FEET TO THE POINT OF CURVATURE OF A 422.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH AND HAVING A CENTRAL ANGLE OF 08°25'13"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 62.08 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE OF 10 FOOT WIDE EASEMENT; THENCE N05°45'38"E, A DISTANCE OF 73.82 FEET; THENCE N04°07'05"E, A DISTANCE OF 68.68 FEET MORE OR LESS TO THE SOUTHERLY FACE OF EXISTING BUILDING AND THE POINT OF TERMINUS OF SAID EASEMENT.

CONTAINING 1425 SQUARE FEET OR 0.03 ACRE MORE OR LESS.

**NOTES:**

BEARINGS AS SHOWN HEREON ARE BASED ON A GRID BEARINGS OF N88°44' 23" WEST ALONG THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, NAD 83, 1990 ADJUSTMENT.

COORDINATES ARE STATE PLANE, TRANSVERSE MERCATOR, FLORIDA EAST ZONE.

DISTANCES ARE GROUND DISTANCES, MEASURED IN US SURVEY FOOT.

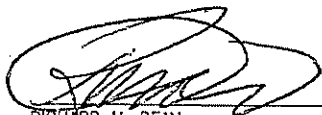
SCALE FACTOR IS 1.000039342.

GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE..

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I HEREBY CERTIFY THAT THE SKETCH & DESCRIPTION HEREIN WERE PERFORMED UNDER MY SUPERVISION AND IT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHARTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND FURTHER THAT THERE ARE NO VISIBLE, ABOVE GROUND ENCROACHMENTS UNLESS OTHERWISE SHOWN OR NOTED.

NOTE:  
THIS DRAWING IS NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SURVEYOR



RICHARD N. DEAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 4406  
LB 6936

SURVEY IS BASED UPON DESCRIPTION AS FURNISHED BY CLIENT. ONLY FILED PLAT DATA IS SHOWN, UNLESS STATED OTHERWISE.



**Dean Surveying  
and Mapping, Inc.**

"The Measuring Line Shall Go Forth" Jeremiah 31:39  
4201 Westgate Avenue  
Suite A3  
West Palm Beach, Florida 33409

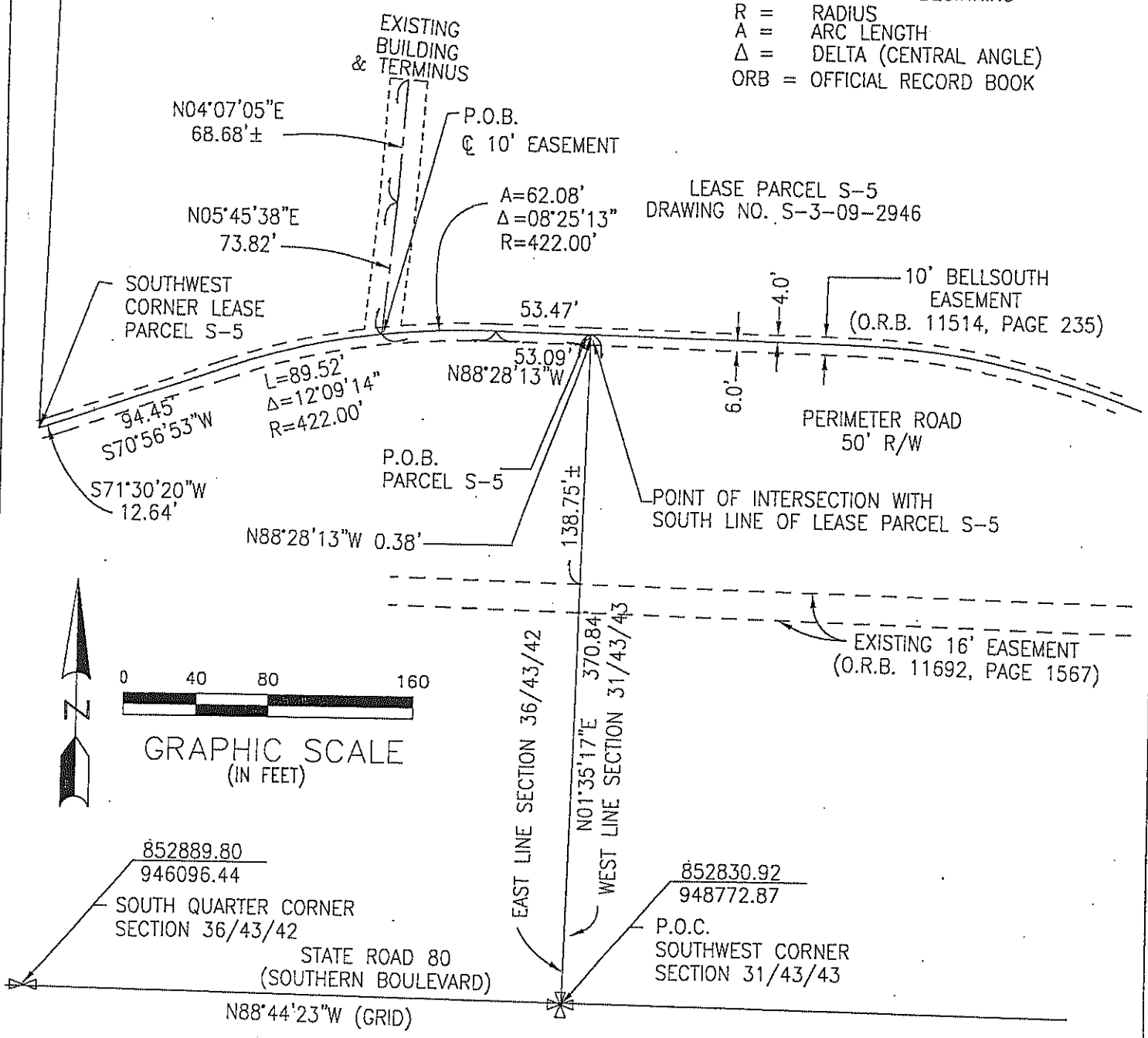
Tel: (561) 625-8748      Facsimile (561) 626-4558

Field	R.N.D.	Date 02-05-14
C.A.D.D.	D.J.M.	Scale N/A
Sheet 1 of 2	Job No. 013-605ATT	

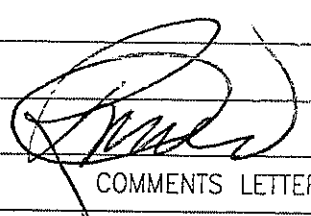

# EXHIBIT "A"

## LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- A = ARC LENGTH
- $\Delta$  = DELTA (CENTRAL ANGLE)
- ORB = OFFICIAL RECORD BOOK



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		 <p><b>Dean Surveying and Mapping, Inc.</b>          "The Measuring Line Shall Go Forth" Jeremiah 31:39          4201 Westgate Avenue          Suite A3          West Palm Beach, Florida 33409          Tel: (561) 625-8748      Facsimile (561) 626-4558</p>			
				COMMENTS LETTER	2/14/14
REVISIONS		DATE			
TITLE		Field	R.N.D.	Date	02-05-14
10' ATT EASEMENT-GALAXY AVIATION		C.A.D.D.	D.J.M.	Scale	1" = 80'
		Sheet	2 of 2	Job No.	013-605-ATT



**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: 00-43-43-31-01-001-0010(portion)  
00-42-43-36-00-000-1080(portion)  
00-43-43-31-01-016-0010 (portion)  
00-43-43-31-01-014-0010 (portion)

**UTILITY EASEMENT**

**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"**

**Legal Description/Site Sketch**

# EXHIBIT "A"

## DESCRIPTION:

BEING A STRIP OF LAND TWELVE (12) FEET WIDE FOR UTILITY EASEMENT PURPOSES FOR FLORIDA POWER & LIGHT, LYING WITHIN SECTION 36. TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID EASEMENT LYING SIX (6) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST; THENCE N01°35'17"E ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 370.84 FEET TO A POINT ON THE SOUTH LINE OF PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL S-5 AS SHOWN ON SURVEY DRAWING NO. S-3-09-2946, PREPARED BY PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS, THENCE N88°28'13"W, A DISTANCE OF 0.38 FEET TO THE POINT OF BEGINNING OF SAID LEASE PARCEL S-5; THENCE CONTINUE N88°28'13"W, ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL S-5, A DISTANCE OF 53.09 FEET TO THE POINT OF CURVATURE OF A 422.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH AND HAVING A CENTRAL ANGLE OF 09°51'01"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.55 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE OF 12 FOOT WIDE EASEMENT; THENCE N01°00'44"W, A DISTANCE OF 179.67 FEET; THENCE S88°48'42"E, A DISTANCE OF 16.00 FEET TO THE POINT OF TERMINUS OF THIS PORTION OF SAID EASEMENT.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION:

FROM THE POINT OF BEGINNING, RUN S41°03'14"E, A DISTANCE OF 20.95 FEET; THENCE S17°35'03"E, A DISTANCE OF 155.16 FEET TO THE TERMINUS POINT OF THIS PORTION OF EASEMENT.

THE SIDE LINES OF SAID EASEMENT ARE TO BE LENGTHENED AND SHORTENED TO INTERSECTION THE SOUTH PARCEL LINE.

CONTAINING 2348 SQUARE FEET OR 0.05 ACRE MORE OR LESS

## NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON A GRID BEARINGS OF N88°44' 23" WEST ALONG THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, NAD 83, 1990 ADJUSTMENT.

COORDINATES ARE STATE PLANE, TRANSVERSE MERCATOR, FLORIDA EAST ZONE.

DISTANCES ARE GROUND DISTANCES, MEASURED IN US SURVEY FOOT.

SCALE FACTOR IS 1.000039342.


GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE.

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
I HEREBY CERTIFY THAT THE SKETCH & DESCRIPTION HEREIN WERE PERFORMED UNDER MY SUPERVISION AND IT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHARTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND FURTHER THAT THERE ARE NO VISIBLE, ABOVE GROUND ENCROACHMENTS UNLESS OTHERWISE SHOWN OR NOTED.

NOTE:  
THIS DRAWING IS NOT VALID WITHOUT  
THE EMBOSSED SEAL OF THE SURVEYOR

SURVEY IS BASED UPON DESCRIPTION  
AS FURNISHED BY CLIENT. ONLY FILED  
PLAT DATA IS SHOWN, UNLESS STATED  
OTHERWISE.

  
RICHARD N. DEAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 4406  
LB 6936



Dean Surveying  
and Mapping, Inc. 

"The Measuring Line Shall Go Forth" Jeremiah 31:39

4201 Westgate Avenue

Suite A3

West Palm Beach, Florida 33409

Tel:(561)625-8748

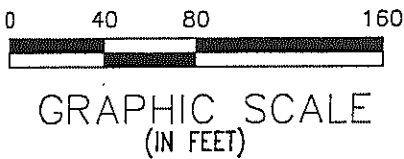
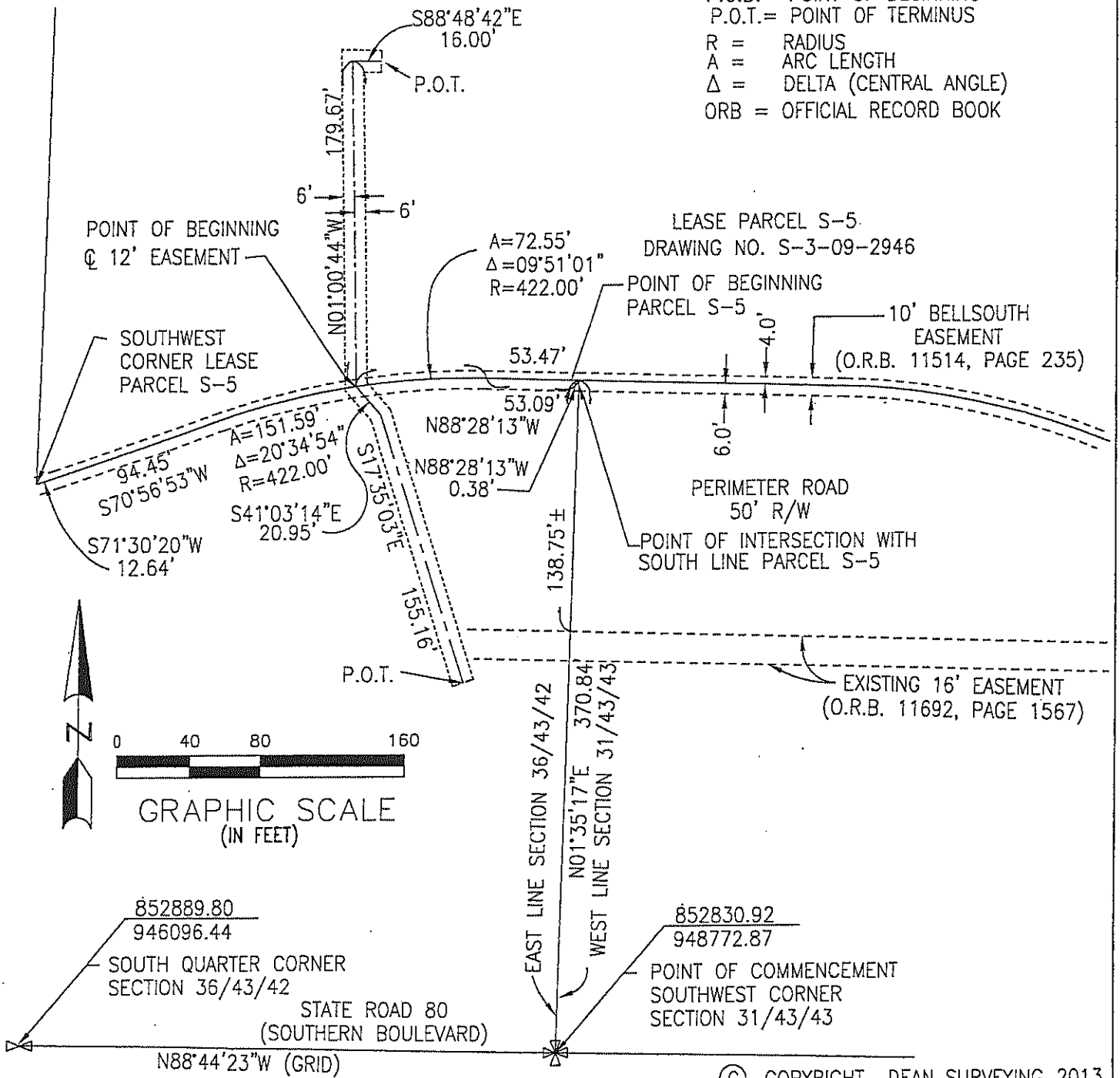
Facsimile (561)626-4558

Field	R.N.D.	Date	02-05-14
C.A.D.D.	D.J.M.	Scale	N/A
Sheet	1 of 2	Job No.	013-605FPL

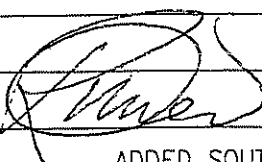

# EXHIBIT "A"

## LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- P.O.T. = POINT OF TERMINUS
- R = RADIUS
- A = ARC LENGTH
- $\Delta$  = DELTA (CENTRAL ANGLE)
- ORB = OFFICIAL RECORD BOOK



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		 <b>Dean Surveying and Mapping, Inc.</b> "The Measuring Line Shall Go Forth" Jeremiah 31:39 4201 Westgate Avenue Suite A3 West Palm Beach, Florida Tel: (561) 625-8748      Facsimile (561) 626-4558	
COMMENTS LETTER	2/14/14	2/17/14	
REVISIONS		DATE	
TITLE		Field	R.N.D.
12' FPL EASEMENT-GALAXY AVIATION		C.A.D.D.	D.J.M.
		Sheet	2 of 2
		Date	02-05-14
		Scale	1" = 80'
		Job No.	013-605-FPL

**Prepared by & Return to:**

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

**DECLARATION OF EASEMENT**

**THIS IS A DECLARATION OF EASEMENT**, made this \_\_\_\_\_,  
by PALM BEACH COUNTY, a political subdivision of the state of Florida ("County") whose  
address is c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport,  
West Palm Beach, Florida, 33406.

**WHEREAS**, County is the owner and operator of Palm Beach International Airport located  
in Palm Beach County, Florida (the "Airport"); and

**WHEREAS**, County desires to create an easement over, upon and under a portion of such  
Airport property for the purposes set forth hereinafter; and

**WHEREAS**, County desires that such easement not be extinguished by the doctrines of  
merger or unity of title and remain valid and in effect upon a subsequent conveyance of such  
property by County.

**WITNESSETH:**

**NOW, THEREFORE**, County does hereby declare, grant and create a perpetual in gross  
water utility easement for the benefit of County upon the property legally described in Exhibit "A",  
attached hereto (the "Easement Premises"). This easement shall be for the sole purpose of water  
utilities and shall include the right at any time to install, operate, maintain, service, construct,  
reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water  
transmission and distribution facilities and all appurtenances thereto with the full right to ingress  
thereto and egress therefrom in, on, over, under and across the Easement Premises.

The easement created hereby shall not be extinguished by operation of law, including,  
without limitation, the doctrines of merger or unity of title and shall inure to the benefit of County  
and run with the land and encumber and burden the Airport property upon the conveyance thereof  
by County notwithstanding County's failure to specifically reserve or reference such easement in the  
instrument of conveyance.

**IN WITNESS WHEREOF**, County has caused this Declaration of Easement to be  
executed as of the day and year first above written.

**ATTEST:**

**SHARON R. BOCK**

By: \_\_\_\_\_  
Clerk & Comptroller  
(SEAL)

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida by its  
Board of County Commissioners**

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

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

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

**APPROVED AS TO TERMS  
AND CONDITIONS:**

By:   
Department Director

**Exhibit "A"**



# EXHIBIT "A"

**DESCRIPTION:**

BEING A STRIP OF LAND TWENTY (20) FOOT WIDE FOR UTILITY EASEMENT PURPOSES, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST AND SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, -SAID EASMENT LYING TEN(10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST: THENCE N01°35'17"E ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 370.84 FEET TO A POINT LYING ON THE SOUTH LINE OF PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL S-5 AS SHOWN ON THE SURVEY DRAWING NO.S-3-09-2946, PREPARED BY PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS; SAID POINT BEING S88°28'13"E, A DISTANCE OF 0.38 FEET FROM THE POINT OF BEGINNING OF SAID LEASE PARCEL S-5; THENCE S88°28'13"E, ALONG THE SOUTHERLY LINE OF SAID LEASE PARCEL S-5, A DISTANCE OF 146.53 FEET TO THE POINT OF CURVATURE OF A 422.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH AND HAVING A CENTRAL ANGLE OF 20°07'13"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.19 FEET; THENCE S68°21'00"E, A DISTANCE OF 92.94 FEET TO THE SOUTHEAST CORNER OF SAID LEASE PARCEL S-5; THENCE N00°03'39"E, ALONG THE EAST LINE OF SAID PARCEL S-5, A DISTANCE OF 88.47 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE OF 20 FOOT WIDE UTILITY EASEMENT; THENCE S88°50'59"W, A DISTANCE OF 15.76 FEET TO POINT "A"; THENCE N88°14'56"W, A DISTANCE OF 348.90 FEET TO POINT "B"; THENCE N88°37'56"W, A DISTANCE OF 119.97 FEET TO POINT "C"; THENCE N89°08'19"W, A DISTANCE OF 77.14 FEET; THENCE N01°41'21"E, A DISTANCE OF 21.51 FEET TO THE POINT OF TERMINUS OF THIS PORTION OF SAID EASEMENT.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION:

BEGIN AT POINT "A", RUN S01°13'40"W, A DISTANCE OF 81.27 FEET, MORE LESS TO THE SOUTHERLY LINE OF SAID LEASE PARCEL S-5; THENCE CONTINUE S01°13'40"W, A DISTANCE OF 87.29 FEET MORE OR LESS TO THE CENTERLINE OF AN EXISTING 16 FOOT UTILITY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 11692, PAGE 1567 AND THE TERMINUS OF THIS PORTION OF EASEMENT.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION:

BEGIN AT POINT "B", RUN S02°28'37"W, A DISTANCE OF 31.34 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID LEASE PARCEL S-5; THENCE CONTINUE S02°28'37"W, A DISTANCE OF 138.75 FEET MORE OR LESS TO THE CENTERLINE OF AN EXISTING 16 FOOT UTILITY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 11692, PAGE 1567 AND THE TERMINUS OF THIS PORTION OF EASEMENT.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION:

BEGIN AT POINT "C", RUN N02°51'18"W, A DISTANCE OF 22.52 FEET MORE OR LESS TO THE SOUTH FACE OF BUILDING AND THE TERMINUS OF THIS PORTION OF EASEMENT.

CONTAINING 17,662 SQUARE FEET OR 0.41 ACRE MORE OR LESS

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I HEREBY CERTIFY THAT THE SKETCH & DESCRIPTION HEREIN WERE PERFORMED UNDER MY SUPERVISION AND IT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHARTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AND FURTHER THAT THERE ARE NO VISIBLE, ABOVE GROUND ENCROACHMENTS UNLESS OTHERWISE SHOWN OR NOTED.

NOTE:  
THIS DRAWING IS NOT VALID WITHOUT THE EMBOSSED SEAL OF THE SURVEYOR



RICHARD N. DEAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 4406  
LB 6936

SURVEY IS BASED UPON DESCRIPTION AS FURNISHED BY CLIENT. ONLY FILED PLAT DATA IS SHOWN, UNLESS STATED OTHERWISE.



**Dean Surveying  
and Mapping, Inc.**

"The Measuring Line Shall Go Forth" Jeremiah 31:39

4201 Westgate Avenue

Suite A3

West Palm Beach, Florida 33417

Tel: (561) 625-8748

Facsimile (561) 626-4558

Field	R.N.D.	Date 02-05-14
C.A.D.D.	D.J.M.	Scale N/A
Sheet 1 of 2	Job No 013-605-E	

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON A GRID BEARINGS OF N88°44' 23" WEST ALONG THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, NAD 83, 1990 ADJUSTMENT.

COORDINATES ARE STATE PLANE, TRANSVERSE MERCATOR, FLORIDA EAST ZONE.  
SCALE FACTOR IS 1.000039342

DISTANCES ARE GROUND DISTANCES, MEASURED IN US SURVEY FOOT.  
GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE.

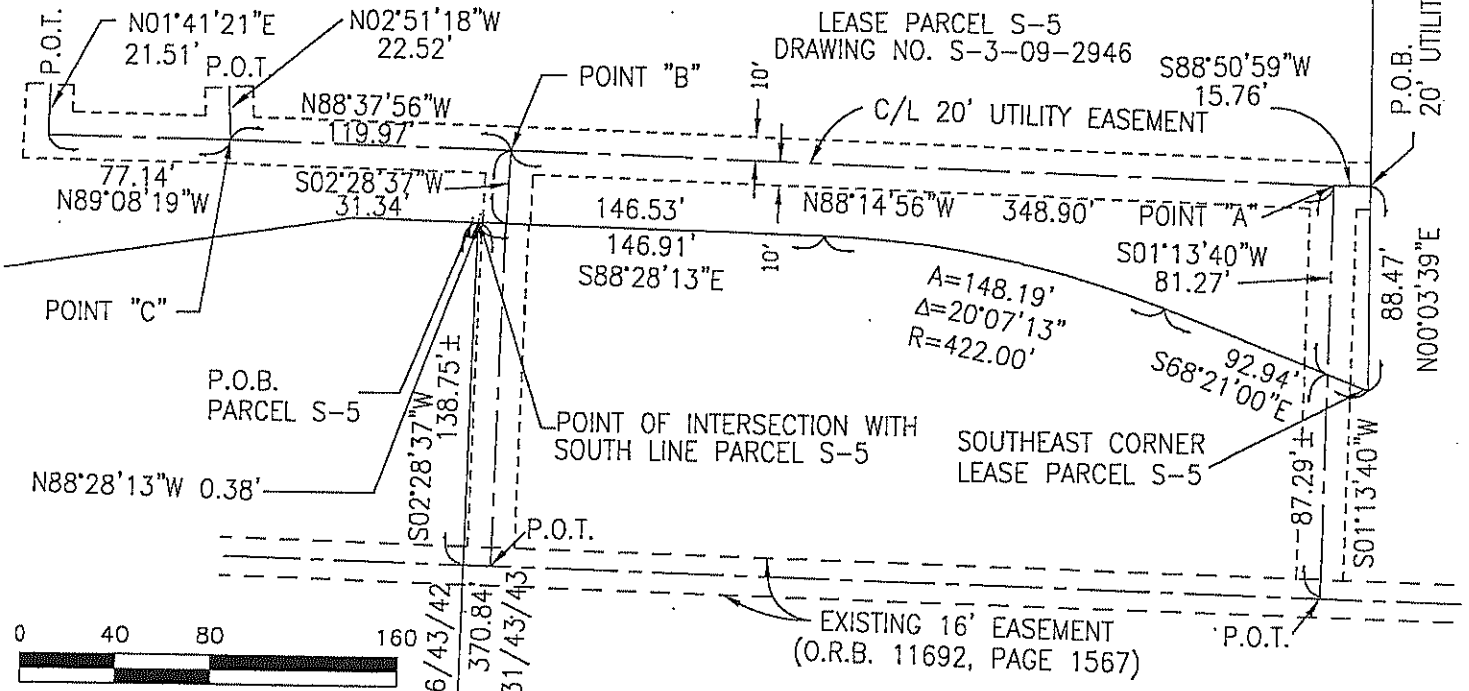


EXHIBIT "A"

LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- P.O.T. = POINT OF TERMINUS
- R = RADIUS
- A = ARC LENGTH
- Δ = DELTA (CENTRAL ANGLE)
- ORB = OFFICIAL RECORD BOOK

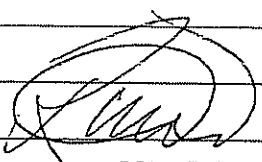
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Tel: (561) 625-8748 Facsimile (561) 626-4558  
Field R.N.D. Date 02-05-14  
C.A.D.D. D.J.M. Scale 1" = 80'  
Sheet 2 of 2 Job No. 013-605-E

 COMMENTS LETTER 2/14/14	2/17/14
	REVISIONS
TITLE 20' UTILITY EASEMENT-GALAXY AVIATION	