

AGENDA ITEM SUMMARY

Submitted For:

Approved By: per [Signature] 12/24/14
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ See below				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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:

~~✗~~ There is no fiscal impact.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

 Susan Neary 12/18/14
30 AM OFMB
12/18 12/18

 Dr. J. Jacobson 12/23/14
Contract Dev. and Control
12-22-14 B. W. H. H.

B. Legal Sufficiency:

 H. J. P. 12/24/14
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: 00-43-43-32-00-000-1090

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 **Comcast Cable Communications Management, LLC**, a Delaware limited liability company, on behalf of its affiliates, whose legal mailing address is 789 International Parkway, Sunrise, Florida 33323 (together, "Grantee").

W I T N E S S E T H:

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 and/or above-ground communications services, facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, towers and poles (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 located at 1509 Perimeter Road, 1512 Perimeter Road, 1516 Perimeter Road, 1514 Perimeter Road, 1515 Perimeter Road, and 1517 Perimeter Road, West Palm Beach, situated, lying and being in the County of Palm Beach, State of Florida to wit:

See legal description/site sketch marked Exhibit "A"

attached hereto and made a part hereof

(the "Easement Premises")

Together with the right to permit any other person, firm or corporation to lay cable, fiber, conduit and appurtenant equipment within the Easement Premises and to operate the same for Grantee's 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 comparable easement upon the same terms and conditions of this Easement. Grantor shall allow Grantee to perform a standard cutover procedure, if required by said relocation, which will ensure that the relocated equipment is operational prior to discontinuing service from the original service location. Grantee shall promptly terminate and release this Easement upon the grant of the new 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 all applicable laws. 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”

See attached Legal Description/Site Sketch of “Easement Premises”
(Comcast Project No. Jet Aviation PBI, South Side)

DESCRIPTION:

BEING A STRIP OF LAND TEN (10) FEET WIDE FOR UTILITY PURPOSES WITHIN SECTION 32,
TOWNSHIP 43 SOUTH, RANGE 43 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 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST;

THENCE S87°54'34"E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,
AS A BASIS OF BEARINGS, A DISTANCE OF 2683.74 FEET TO THE SOUTHEAST CORNER OF
THE SAID SOUTHWEST QUARTER OF SECTION 32;

THENCE N46°52'17"E, A DISTANCE OF 1348.34 FEET TO THE POINT OF BEGINNING,
BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF AUSTRALIAN AVENUE, AS SHOWN ON
ROAD PLAT BOOK 5, PAGE 166, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE N 24°51'56" W, A DISTANCE OF 35.86 FEET;

THENCE S 65°39'05" W, A DISTANCE OF 205.07 FEET, TO A POINT, CALLED "POINT A",
BEING THE START POINT OF A STUB LINE;

THENCE N 28°27'19" W, A DISTANCE OF 99.25 FEET TO THE TERMINUS OF SAID
STUD LINE; THENCE RETURNING TO "POINT A";

THENCE S70°02'58"W, A DISTANCE OF 264.93 FEET TO A POINT, CALLED "POINT B",
BEING THE START OF A STUB LINE;

THENCE N 19°57'33" W, A DISTANCE OF 205.93 FEET TO THE TERMINUS OF SAID STUB LINE;
THENCE RETURNING TO "POINT B";

THENCE S73°49'10"W, A DISTANCE OF 151.16 FEET;
THENCE N85°50'31" W, A DISTANCE OF 327.12 FEET;
THENCE S 77°28'59" W, A DISTANCE OF 398.98 FEET;

THENCE N 00°22'43" E, A DISTANCE OF 77.62 FEET TO A POINT,
CALLED "POINT C", BEING THE START OF THREE SEPARATE
STUB LINES;

THENCE S 89°47'54" W, A DISTANCE OF 93.91 FEET; THENCE RETURNING TO "POINT C";

THENCE N 01°51'31" W, A DISTANCE OF 157.80 FEET; THENCE RETURNING TO "POINT C";

THENCE N 56°35'05" E, A DISTANCE OF 182.04 FEET TO
THE TERMINUS OF THIS DESCRIPTION.

ALL SIDE LINES TO BE LENGTHENED OR SHORTENED TO MEET AT INTERSECTION POINTS.
CONTAINING 21,652 SQUARE FEET

NOTE:

- * THIS FIRMS AUTHORIZATION NUMBER IS LB 6788.
- * THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE
AND RAISED SEAL OF THE SURVEYOR AND MAPPER NAMED HEREON.
- * NO SEARCH OF THE PUBLIC RECORD WAS PERFORMED BY THIS OFFICE.
- * COORDINATES ARE STATE PLANE, TRANVERSE MERCATOR, FLORIDA EAST ZONE.
- * SCALE FACTOR IS 1.00004483 (GROUND DISTANCE x SCALE = GRID DISTANCE.
- * COORDINATES ARE GRID, DISTANCES ARE GROUND.

PSM = FLORIDA LICENSED SURVEYOR & MAPPER
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
PB = PLAT BOOK
ORB = OFFICIAL RECORD BOOK

11-15-14
DATE

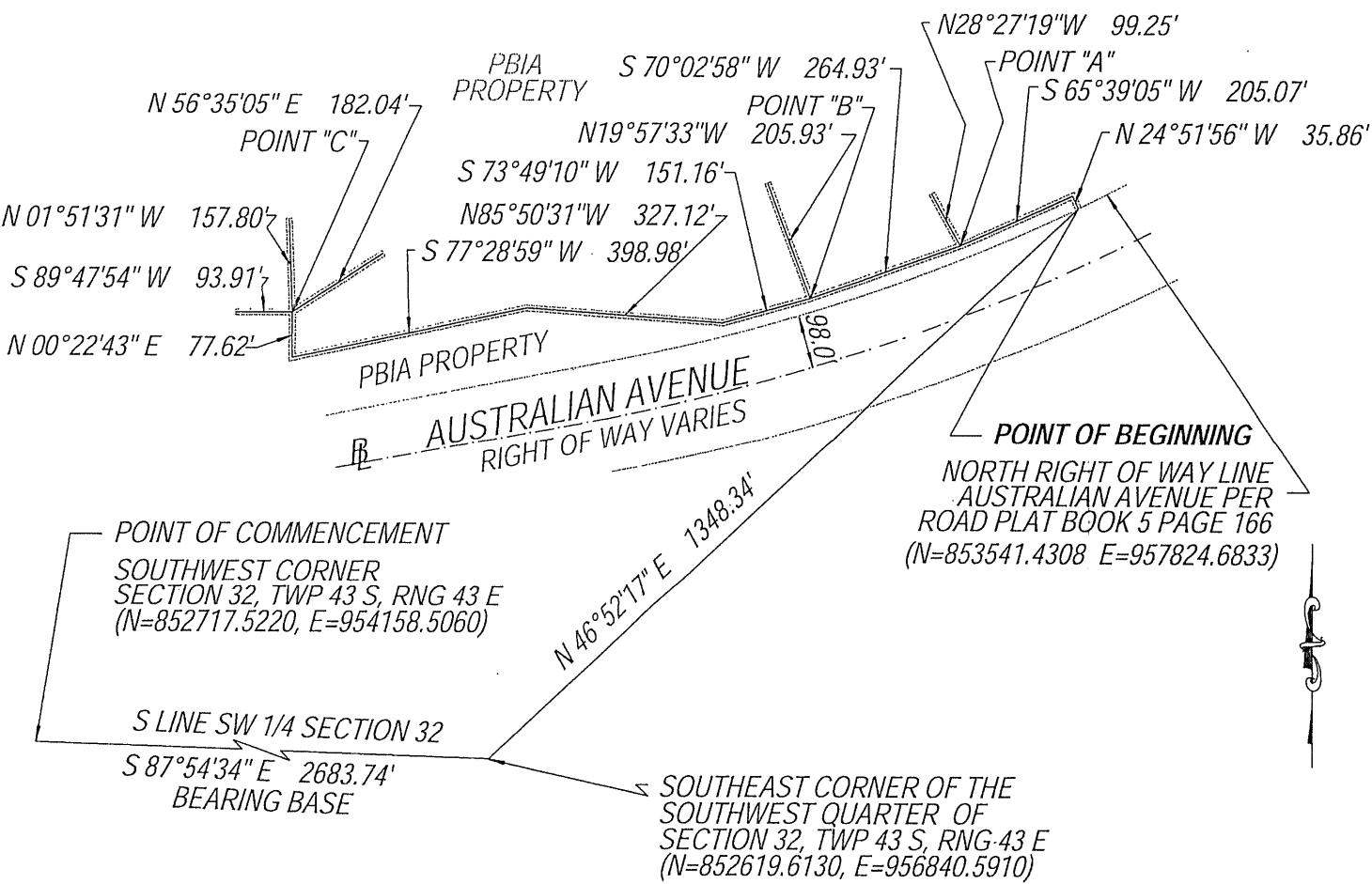


MARK D. LING, PSM # 5119
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WEST PALM BEACH, FL 33415
(561) 478-7764 FAX 478-1094
VISIT US AT PMSURVEYING.NET
JOB # 14080705

SKETCH AND LEGAL DESCRIPTION
THIS IS NOT A SURVEY

"EXHIBIT A"

SHEET TWO OF TWO
SKETCH OF DESCRIPTION
SEE SHEET ONE
FOR DESCRIPTION.



SCALE = 1.00004483 (GROUND x 1.00004483 = GRID)

BEARINGS DEPICTED HEREON ARE BASED ON A GRID BEARING
OF $S 87^{\circ}54'34'' E$ ALONG THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST,
NAD '83, 1990 ADJUSTMENT.

Scale: 1 inch = 300 feet
0 100 200 300 400 500



11-15-14
DATE

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