

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# 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:

No fiscal impact.

C. Departmental Fiscal Review: *CM Simmer*

III. REVIEW COMMENTS

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

[Signature] 8/31/16
 OFMB et 8/31

[Signature] 9/9/16
 Contract Dev. and Control
[Signature] 9/16/16

B. Legal Sufficiency:

[Signature] 9/12/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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: portion of 00-43-43-32-00-000-1090

UTILITY EASEMENT AGREEMENT AND TERMINATION

This EASEMENT AND TERMINATION is made _____,
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 overhead and underground electric utility facilities, including transformers, wires, poles, guys, cables, conduits and appurtenant equipment (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 attach wires to any Facilities hereunder and lay cable and conduit 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 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. 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. Except in the event of an emergency, Grantee shall endeavor to provide Grantor's Department of Airports with prior notice of any maintenance or repair activities within the Easement Premises, but delivery of said notice shall not be a requirement for Grantee to perform such activities.

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.

7. TERMINATION OF EASEMENT. Grantor and Grantee agree that upon execution and recordation of this Easement, that certain easement recorded in Official Record Book 28005, Page 0439, of the public records of Palm Beach County, Florida, shall be terminated in its entirety and of no force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement and Termination as of the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

GRANTOR:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Mary Lou Berger, Mayor

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
Department Director

GRANTEE:

Signed, sealed and delivered
in the presence of:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: Michelle M. Kahmann

By: Samantha J. Saucier

Print Name: Michelle M. Kahmann

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, a Florida corporation 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 24th day of Aug., 2016.

My Commission Expires:

Notary Signature:

Notary Public State of Florida

Michelle M. Kahmann



Printed Name:

Michelle M. Kahmann

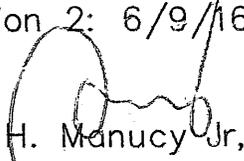
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN PALM BEACH COUNTY INTERNATIONAL AIRPORT PROPERTY, SITUATE IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 88°26'54" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 55.26 FEET; THENCE SOUTH 01°33'06" WEST AT RIGHT ANGLE TO SAID SECTION LINE, A DISTANCE OF 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF BELVEDERE ROAD AS SHOWN ON ROAD PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 43°15'36" EAST, A DISTANCE OF 35.24 FEET TO A LINE LYING 30.00 FEET WEST OF THE PHYSICAL CENTERLINE OF AN AIRPORT ACCESS ROAD (SAID CENTERLINE IS NOT THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32); THENCE SOUTH 02°04'21" WEST ALONG SAID LINE, A DISTANCE OF 304.86 FEET; THENCE SOUTH 13°28'53" WEST, A DISTANCE OF 34.31 FEET; THENCE NORTH 88°28'56" WEST, A DISTANCE OF 200.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: ; THENCE CONTINUE NORTH 88°28'56" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 03°21'47" EAST FOR A DISTANCE OF 89.41 FEET; THENCE SOUTH 86°38'13" EAST FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 03°21'47" WEST FOR A DISTANCE OF 89.09 FEET TO THE POINT OF BEGINNING. (CONTAINING 892.8 SQ.FT. OR 0.02 ACRES)

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the LEGAL DESCRIPTION AND SKETCH of the real property described hereon. I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17 Florida Administrative Code.

Date : 3/27/2016
 Revision 1: 5/30/16
 Revision 2: 6/9/16


 John H. Manucy Jr., P.S.M.
 Professional Surveyor & Mapper
 No. 5158
 State of Florida.

MANUCY LAND SURVEYORS, INC.

12660 157th STREET NORTH
 JUPITER, FLORIDA 33478
 PHONE: (561) 427-0855 PSM 5158

SCALE: 1"= 80'	DRAWN BY: J.H.M.	ORDER NO. 4601
DATE: 3-27-16		

**SKETCH & LEGAL DESCRIPTION OF
 10' UTILITY EASEMENT ON AT 2050 BELVEDERE
 ROAD, WEST PALM BEACH, FLORIDA.**

PREPARED FOR:
AVENTURA CONSTRUCTION CORP.

SHEET 1 OF 3

SURVEYOR'S NOTES:

- 1) TYPE OF DRAWING: SKETCH & LEGAL DESCRIPTION
- 2) BEARINGS SHOWN HEREON ARE BASED UPON A BEARING OF S.88°26'54" E ALONG THE ALONG THE NORTH LINE OF N.W.1/4 OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, BASED ON 83/90 STATE PLANE COORDINATE SYSTEM, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
- 3) P.O.C.= POINT OF COMMENCMENT
- 4) P.O.B.= POINT OF BEGINNING

STATE PLANE DATA:

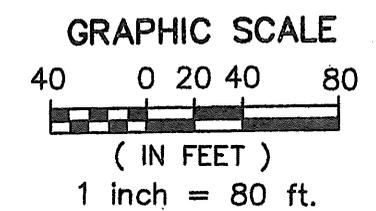
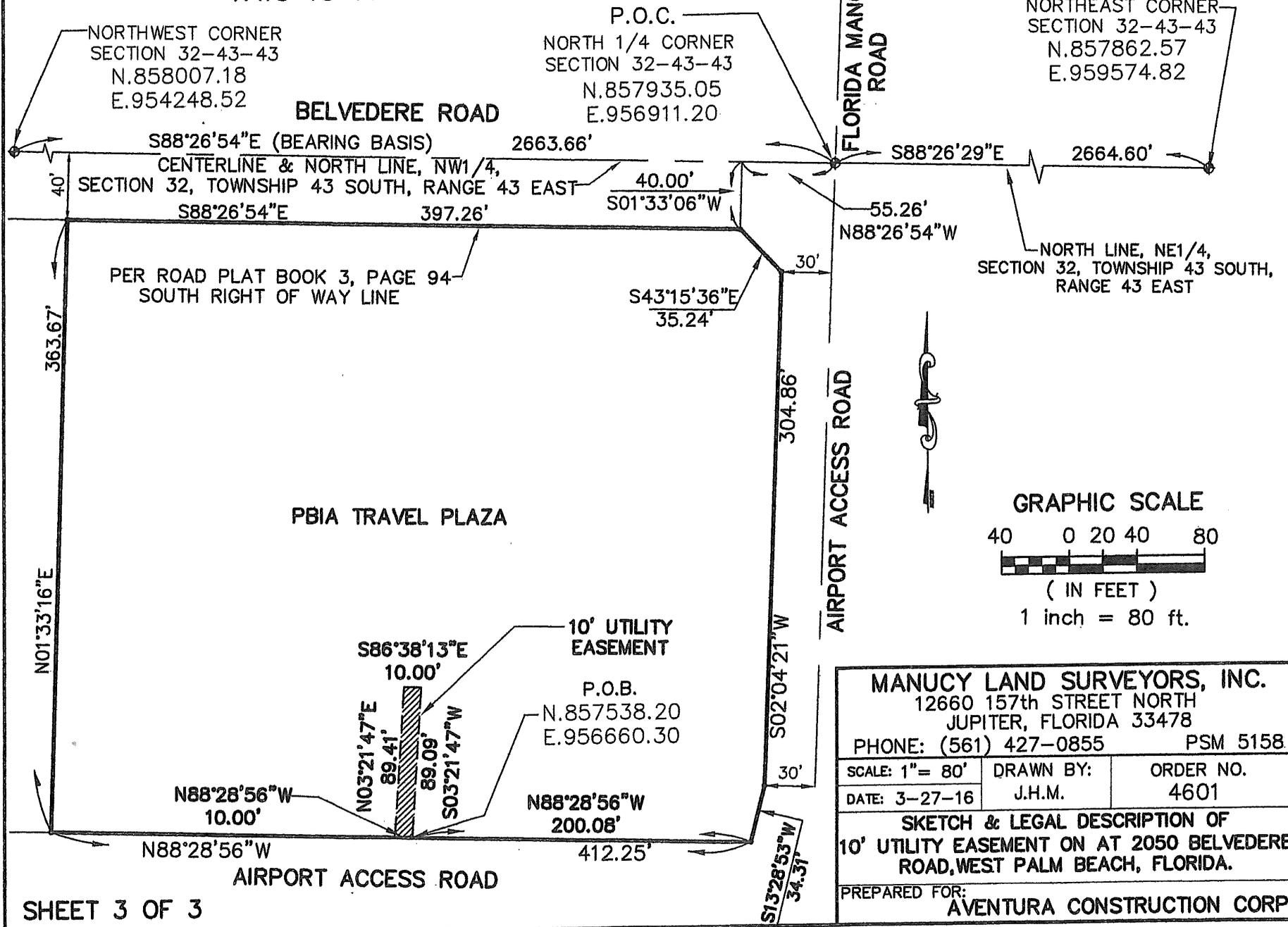
COORDINATES SHOWN HEREON ARE GRID DATUM
 DATUM = NAD 83, 1990 ADJUSTMENT
 ZONE = EAST, TRAVERSE MERCATOR PROJECTION
 LINAR UNIT = U.S. SURVEY FOOT
 COORDINATE SYSTEM = 1983 STATE PLANE
 SCALE FACTOR = 1.0000427
 ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

SHEET 2 OF 3

MANUCY LAND SURVEYORS, INC. 12660 157th STREET NORTH JUPITER, FLORIDA 33478 PHONE: (561) 427-0855 PSM 5158		
SCALE: 1"= 80'	DRAWN BY: J.H.M.	ORDER NO. 4601
DATE: 3-27-16		
SKETCH & LEGAL DESCRIPTION OF 10' UTILITY EASEMENT ON AT 2050 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA.		
PREPARED FOR: AVENTURA CONSTRUCTION CORP.		

THIS IS A NOT A SURVEY

EXHIBIT " "



MANUCY LAND SURVEYORS, INC.		
12660 157th STREET NORTH JUPITER, FLORIDA 33478		
PHONE: (561) 427-0855		PSM 5158
SCALE: 1" = 80'	DRAWN BY: J.H.M.	ORDER NO. 4601
DATE: 3-27-16		
SKETCH & LEGAL DESCRIPTION OF 10' UTILITY EASEMENT ON AT 2050 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA.		
PREPARED FOR: AVENTURA CONSTRUCTION CORP.		