



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<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 Simon

**III. REVIEW COMMENTS**

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

[Signature]  
 KP SC 3/6 MS 3/6 OFMB

[Signature] 3/17/17  
 Contract Dev. and Control  
 3/7/17 [Signature]

**B. Legal Sufficiency:**

[Signature] 3/9/17  
 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 00-43-44-28-00-001-3020

**UTILITY EASEMENT AGREEMENT**

This EASEMENT is granted \_\_\_\_\_, by **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”), to the **CITY OF LAKE WORTH, FLORIDA**, a municipal corporation existing under the State of Florida, whose post office address is 1900 Second Avenue North, Lake Worth, FL 33461 (“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 water pipes and mains, and appurtenances and devices thereto (the “Facilities”) to be installed from time to time 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 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. Grantee shall repair any damage to the Easement Premises and/or the surrounding property of the Grantor caused by any of its construction and maintenance activities. Grantor shall conduct all construction and maintenance activities in a manner which will protect the safety of the pedestrian and vehicle traffic in the area of the easement.

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 County Park Airport; interfere with air navigation and/or communication facilities serving the Palm Beach County Park Airport; or otherwise would constitute an airport hazard. Grantee acknowledges that noise and vibration are inherent to the operation of the Palm Beach County Park Airport and hereby releases Grantor from any and all liability for the same.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name 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: \_\_\_\_\_  
Paulette Burdick, Mayor

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

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

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

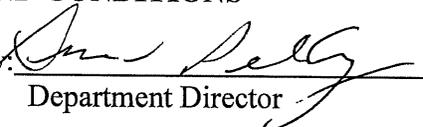
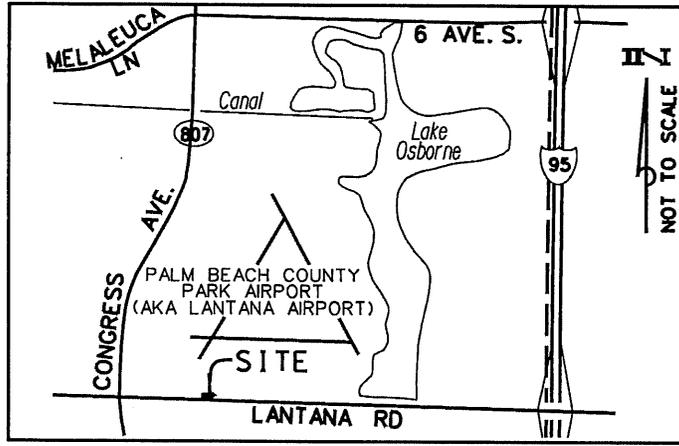
By:  \_\_\_\_\_  
Department Director

EXHIBIT "A"

PARCEL NO. 1 - 15' UTILITY EASEMENT



LEGAL DESCRIPTION

A PARCEL OF LAND 15.00 FEET IN WIDTH FOR UTILITY EASEMENT PURPOSES LOCATED WITHIN PALM BEACH COUNTY PARK AIRPORT (AKA LANTANA AIRPORT) PROPERTY, SITUATE IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEING AT THE SOUTH QUARTER (S 1/4) CORNER (DISTURBED) OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE SOUTH 88°27'34" EAST ALONG A LINE BETWEEN THE (DISTURBED) SOUTH QUARTER CORNER AND THE (DISTURBED) SOUTHEAST CORNER OF SAID SECTION 32, A DISTANCE OF 471.50 FEET; THENCE NORTH 01°32'26" EAST, A DISTANCE OF 118.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LANTANA ROAD ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93530-2605 (3605) AND A POINT ON A CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 02°15'07" WEST, A DISTANCE OF 13,810.98 FEET (THE FOLLOWING THREE COURSES FOLLOW SAID NORTH RIGHT OF WAY LINE); THENCE WEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°42'20", A DISTANCE OF 170.07 FEET; THENCE NORTH 88°27'13" WEST, A DISTANCE OF 2,099.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 01°32'47" WEST, A DISTANCE OF 46,938.37 FEET; THENCE WEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°55'29", A DISTANCE OF 758.42 FEET TO A POINT OF INTERSECTION WITH A NON RADIAL LINE; THENCE NORTH 01°33'37" EAST ALONG SAID NON RADIAL LINE, A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF A 10.00 FOOT UTILITY EASEMENT TO THE CITY OF LAKE WORTH AS RECORDED IN OFFICAL RECORD BOOK 8219, PAGE 258 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING 10.00 FEET NORTH OF AND CONCENTRIC TO SAID NORTH RIGHT-OF-WAY LINE OF LANTANA ROAD AND THE POINT OF BEGINNING, THENCE WESTERLY ALONG SAID NORTH LINE BEING A CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 00°37'11" WEST, A DISTANCE OF 46,948.37 FEET THROUGH A CENTRAL ANGLE OF 00°01'06", AN ARC DISTANCE OF 15.00 FEET; THENCE N01°33'37"E, A DISTANCE OF 71.84 FEET; THENCE S88°26'23"E, A DISTANCE OF 60.84 FEET; THENCE N01°33'37"E, A DISTANCE OF 10.30 FEET; THENCE S88°26'23"E, A DISTANCE OF 15.00 FEET; THENCE S01°33'37"W, A DISTANCE OF 10.30 FEET; THENCE S88°26'23"E, A DISTANCE OF 108.02 FEET; THENCE N01°33'37"E, A DISTANCE OF 23.50 FEET; THENCE S88°26'23"E, A DISTANCE OF 21.00 FEET; THENCE S01°33'37"W, A DISTANCE OF 23.50 FEET; THENCE S88°26'23"E, A DISTANCE OF 17.24 FEET; THENCE S01°33'37"W, A DISTANCE OF 15.00 FEET; THENCE N88°26'23"W, A DISTANCE OF 207.10 FEET; THENCE S01°33'37"W, A DISTANCE OF 56.60 FEET TO THE POINT OF BEGINNING.

SHEET: 1 OF: 4 PROJECT NO.: 2016013-09	PROJECT: <b>LANTANA AIRPORT                  SOUTHSIDE REDEVELOPMENT                  UTILITY EASEMENT                  PARCEL NO. 1</b>	SCALE: 1" = 60' APPROVED: G. W. M. DRAWN: S. T. A. CHECKED: G. W. M. DATE: 07/18/16 FIELD BOOK NO.	NO. 1 REVISION REVISED PER DEPARTMENT OF AIRPORTS	BY: S.T.A. DATE: 02/08/17	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME S-1-16-3737.DGN		DRAWING NO. S-1-16-3737		

LEGEND

P.B. = PLAT BOOK  
PG. = PAGE  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
P.B.C. = PALM BEACH COUNTY  
R/W = RIGHT OF WAY  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

TWP = TOWNSHIP  
RGE = RANGE  
NO. = NUMBER  
ORB = OFFICAL RECORD BOOK  
U.E. = UTILITY EASEMENT

SURVEYOR'S REPORT

SAID PARCELS CONTAIN: 4.830 SQUARE FEET OR 0.1109 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF SOUTH 88°27'34" EAST ALONG THE MONUMENTED LINE BETWEEN THE DISTURBED SOUTH QUARTER CORNER AND THE (DISTURBED) SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY SCOTT T. ADAMS SR. & GLENN W. MARK, P.L.S. IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

THIS LEGAL AND SKETCH IS BASED ON THE SURVEY (P.B.C. DRAWING NO. S-3-09-2979) PREPARED BY WILLIAM ETHERIDGE, P.L.S. AND UPDATED BY GLENN W. MARK, IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FL 33411-2745.

TOPOGRAPHIC INFORMATION BASED ON A FIELD SURVEY PERFORMED ON 02/18/2016. INFORMATION LOCATED IN FIELD BOOK 1123BB, PAGE 16

NO UNDERGROUND UTILITIES LOCATED BY THIS OFFICE OTHER THAN THE WATERMAIN SHOWN BASED ON THE LOCATION MARKED ON SIDEWALK IN THE FIELD.

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.

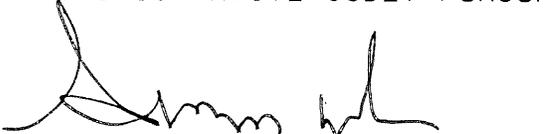
COORDINATES SHOWN ARE GRID  
DATUM = NAD 83, 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND.  
PROJECT SCALE FACTOR = 1.000043171  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

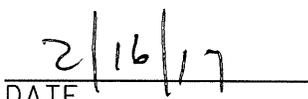
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

THIS IS NOT A SURVEY

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 STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 - .052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

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

  
\_\_\_\_\_  
DATE



SCALE: 1" = 60'

**PALM BEACH COUNTY PARK AIRPORT  
(LANTANA AIRPORT)**

LANTANA AIRPORT BOUNDARY SURVEY  
PALM BEACH COUNTY SURVEY DEPARTMENT  
JOB NO. 2010013-02  
DRAWING NO. S-3-09-2997

LIMITS OF  
AIRPORT PROPERTY

MATCH SHEET 4 OF 4

