

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) 00-42-43-36-12-000-0020

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 and above ground electric utility facilities, including pad-mounted and above ground transformers, 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 (collectively, 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.
(Drawing No. S-1-16-3760, consisting of four (4) parcels)**

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 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 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: _____
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"

Legal Description/Site Sketch

(Drawing No. S-1-16-3760, consisting of four (4) parcels)

LEGEND

⊕ = CENTERLINE
 R/W = RIGHT OF WAY
 ORB = OFFICIAL RECORD BOOK
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 M = MEASURED
 C = CALCULATED
 LS. = LICENSED SURVEYOR
 D = PER DEED BOOK 1124, PAGE 306
 C = CALCULATED

SURVEYOR'S NOTES

SAID EASEMENTS CONTAINS 2.085 SQUARE FEET OR 0.0479 ACRES MORE OR LESS.

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 = 1.000038450
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

BEARINGS ARE BASED ON THE NORTH/SOUTH QUARTER SECTION LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST HAVING A GRID BEARING (NAD 83, 1990 ADJUSTMENT) OF SOUTH 01°30'22" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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.

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

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, AS 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, OF THE FLORIDA STATUTES.



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

9/26/16

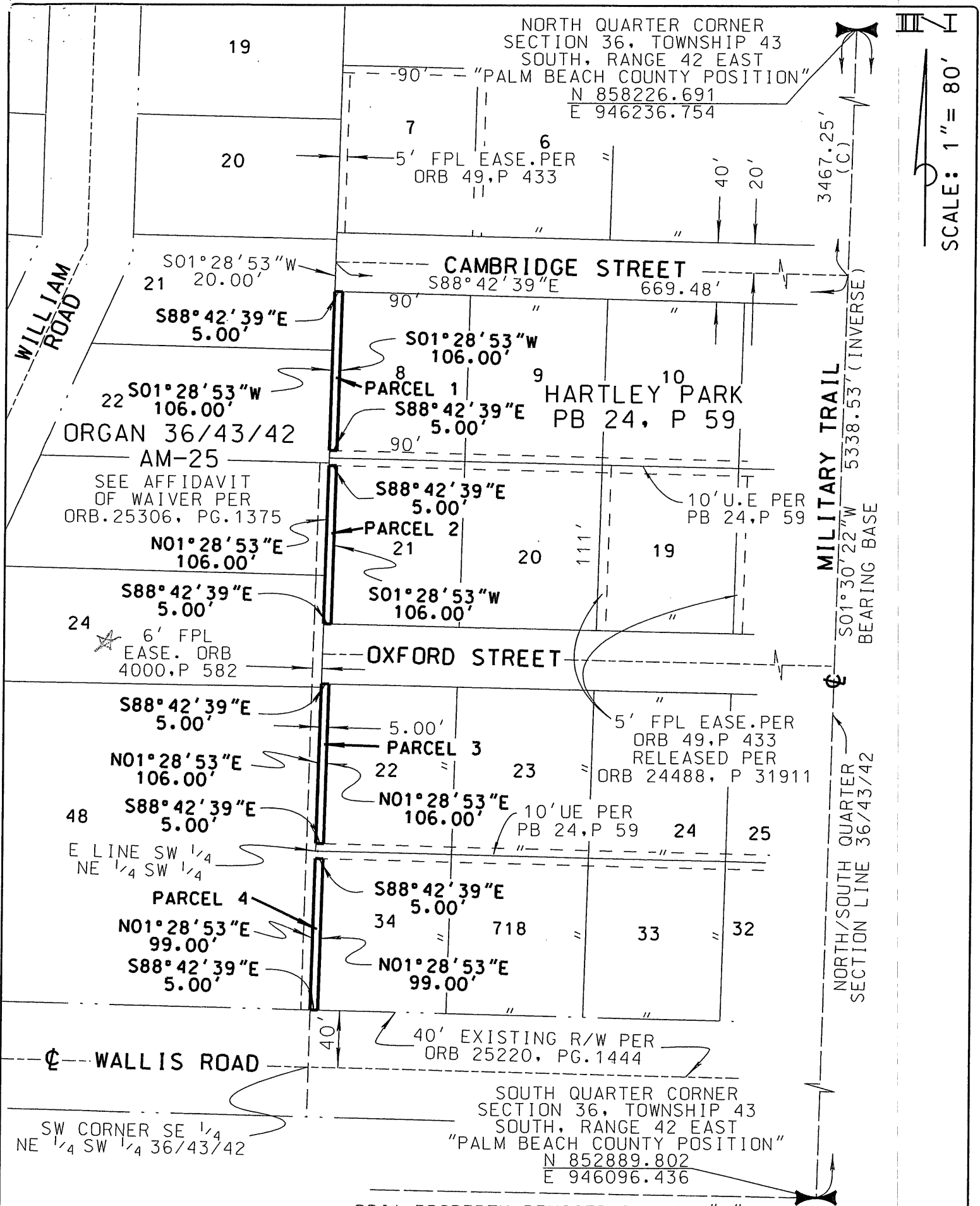
DATE

PBIA PROPERTY REVISED PARCEL "F" (9L WEST)

PROJECT NO. 2014013-12 DRAWING NO. S-1-16-3760

PROJECT: FP&L EASEMENTS PARCELS 1 THRU 4

SHEET 2 OF 3



SCALE: 1" = 80'

Prepared by & Return to:

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Palm Beach County Department of Airports
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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 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.

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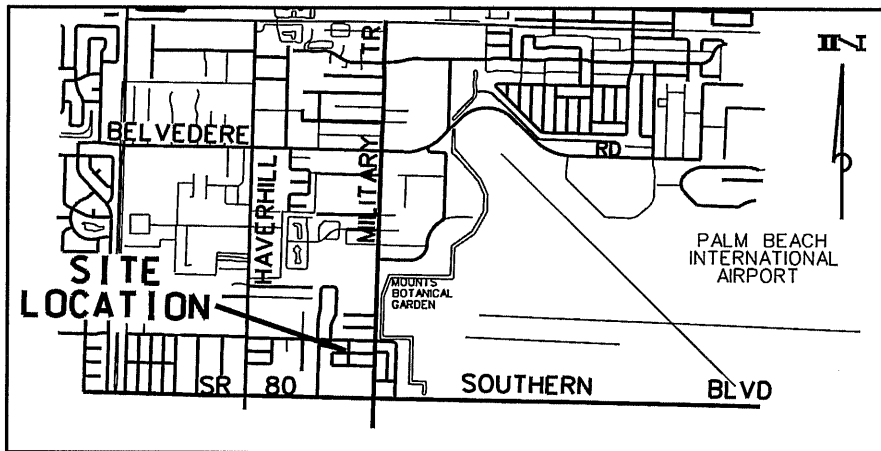
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PARCEL 1
10' FP&L EASEMENT


A PARCEL OF LAND 10.00 FEET IN WIDTH FOR FP&L EASEMENT PURPOSES LOCATED WITHIN THE PLAT OF FERRIS PARK FIRST ADDITION RECORDED IN PLAT BOOK 24, PAGE 12, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

THE NORTH 10.00 FEET OF PARCEL A AS SHOWN ON SAID PLAT OF FERRIS PARK FIRST ADDITION.



LOCATION MAP
NOT TO SCALE

PROJECT NO. 2014013-12	SHEET: 1 OF: 3	PROJECT: PBIA PROPERTY ABANDONMENT REVISED PARCEL "F" (9L WEST) FP&L EASEMENT PARCEL 1 (JULES STREET)	SCALE: 1"=60' APPROVED: G. W. M. DRAWN: S. T. A. CHECKED: S. T. A. DATE DRAWN: 08/18/16	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 15%;">REVISION</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p> PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2500 NORTH JOG ROAD WEST PALM BEACH, FL 33411 </p>
NO.	REVISION	BY	DATE										
DESIGN FILE NAME S-1-15-3767.DGN		DRAWING NO. S-1-16-3767		FIELD BOOK NO.									

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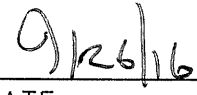
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GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE #5304



DATE

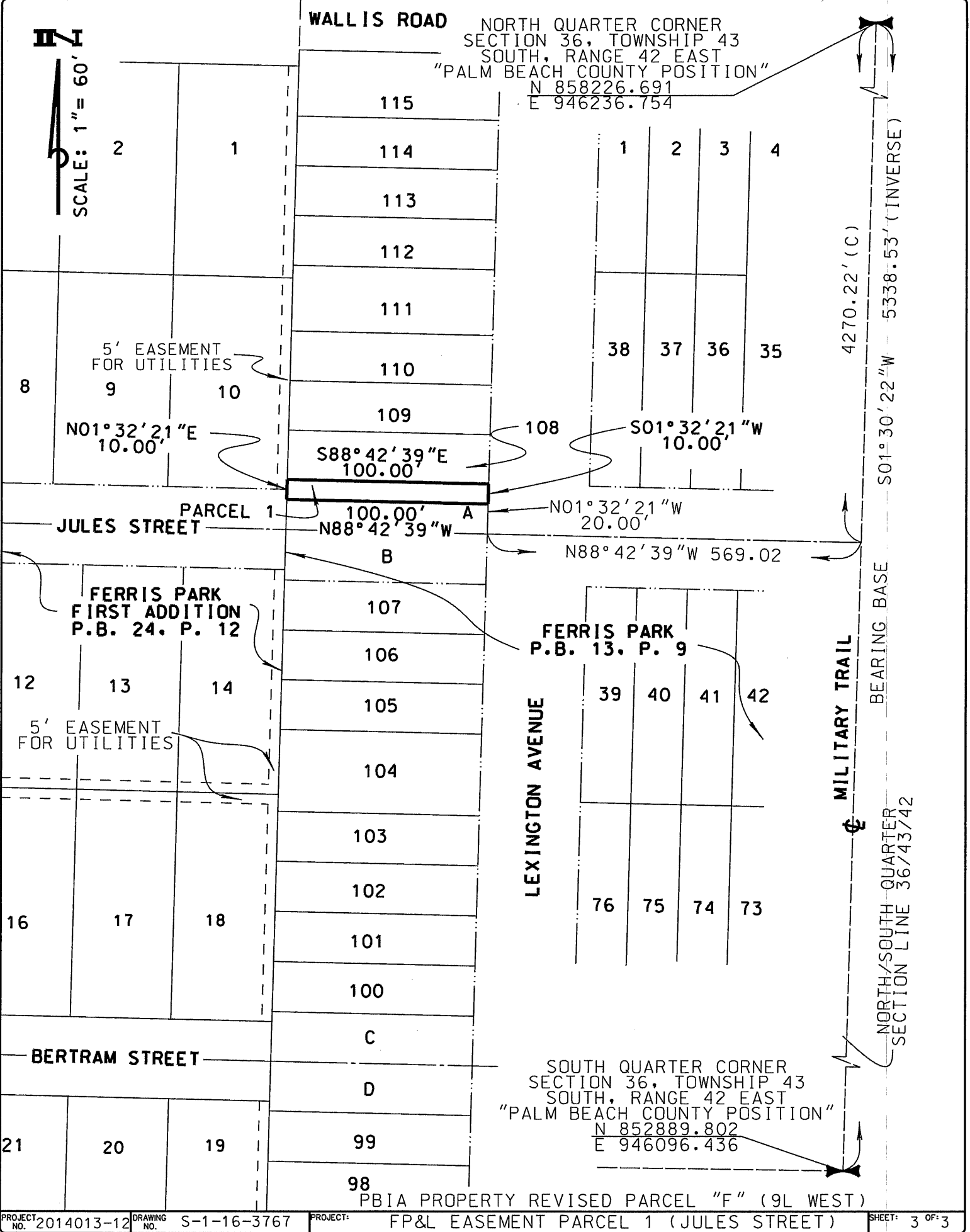
PBIA PROPERTY REVISED PARCEL "F" (9L WEST)



SCALE: 1" = 60'

WALLIS ROAD

NORTH QUARTER CORNER
SECTION 36, TOWNSHIP 43
SOUTH, RANGE 42 EAST
"PALM BEACH COUNTY POSITION"
N 858226.691
E 946236.754



4270.22' (C)

5338.53' (INVERSE)

BEARING BASE

MILITARY TRAIL
NORTH/SOUTH QUARTER
SECTION LINE 36/43/42

SOUTH QUARTER CORNER
SECTION 36, TOWNSHIP 43
SOUTH, RANGE 42 EAST
"PALM BEACH COUNTY POSITION"
N 852889.802
E 946096.436

PBIA PROPERTY REVISED PARCEL "F" (9L WEST)