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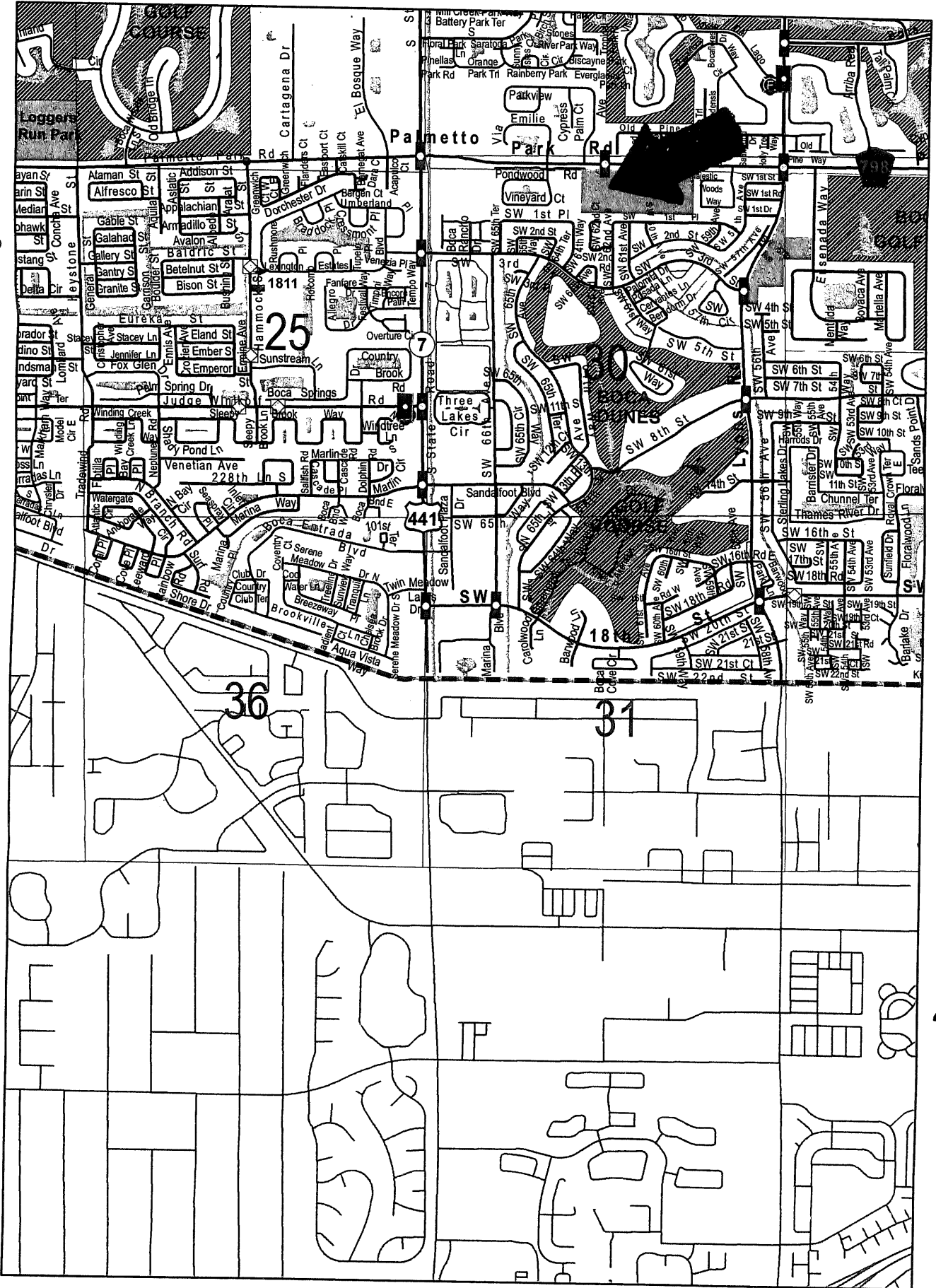
TWP 47

43

TWP 47

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45



RNG 41

RNG 42

ATTACHMENT NO. 1 - LOCATION MAP

II

ATTACHMENT NO. 2 – EASEMENT AGREEMENT
8 Pages

Prepared by & Return to:

Marcel Pessoa, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-081-0051

EASEMENT AGREEMENT

This EASEMENT is granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 (“Grantor”), to **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**, a Delaware limited liability company, whose legal mailing address is 789 International Parkway, Sunrise, FL 33325 on behalf of its affiliates (“Grantee”).

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration 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 communications services for the purpose of providing communication services to a facility located within the Palm Beach County Veteran’s Memorial Park property (“Park”), including, without limitation, underground coax cable and fiber-optic cabling and lines, underground conduit, and junction boxes (the “Facilities”) to be installed as necessary from time to time; with the right to reconstruct, improve, maintain, inspect, 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 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 and Grantees' rights under this Easement shall be strictly limited to the Facilities as described.

2. Grantee hereby expressly agrees that in the event Grantee abandons use of the Easement Premises for the purpose herein expressed or ceases to provide communication services to the facility located within the Park, the Easement granted hereby shall become null and void, and all the rights in and to the Easement Premises shall revert to Grantor. Further, Grantee shall not assign or transfer an interest in this Easement, or any part thereof, without the prior written consent of the Grantor, which consent may be granted or withheld at the Grantor's sole and absolute discretion for any reason or no reason at all, except the Grantee may, without consent of Grantor, assign this Easement to,

(i) any parent, affiliate, or subsidiary of the Grantee legal entity which holds the cable television franchise agreement for the municipality in which the Property is located (the "Grantee System Entity"), or the Grantee System Entity itself; or (ii) any entity which succeeds to all or substantially all of the Grantee System Entity's assets or ownership interests, or the cable system operated by the Grantee System Entity which serves the municipality in which the Easement is located, whether by merger, sale or otherwise, provided that such successor also succeeds to the cable television franchise agreement held by the Grantee System Entity for the municipality in which the Easement is located. Any attempted assignment or transfer without the Grantor's approval shall be null and void.

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 provide Grantor with notice (such notice may be telephonic) 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. Upon one hundred twenty days prior written notice to Grantee, Grantee acknowledges and agrees that Grantor may require the removal and/or relocation of the Facilities installed within the Easement Premises to another location within Grantor's property at Grantee's expense. Grantor and Grantee shall mutually identify and establish an area for the relocated Easement Premises.

6. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Grantor:

Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

With a copy to:

Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225
Fax: (561) 355-4398

If to Grantee:

Comcast Cable Communications Management, LLC
789 International Parkway
Sunrise, FL 33325
Attn.: Business Services
Telephone:
Fax:

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 JFK Blvd.
Philadelphia, PA 19103
Attn.: General Counsel
Telephone:
Fax:

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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:

GRANTOR:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

(SEAL)

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Assistant County Attorney

By: 
Department Director

LEGEND

- | | |
|---|--|
| P.B. = PLAT BOOK | REF = REFERENCE |
| PG. = PAGE | D.B. = DEED BOOK |
| P.O.C. = POINT OF COMMENCEMENT | O.R.B. = OFFICIAL RECORDS BOOK |
| P.O.B. = POINT OF BEGINNING | SEC = SECTION |
| P.B.C. = PALM BEACH COUNTY | TWP = TOWNSHIP |
| R/W = RIGHT OF WAY | RNG = RANGE |
| FDOT = FLORIDA DEPARTMENT OF
TRANSPORTATION | FP&L = FLORIDA POWER AND LIGHT |
| D.N.R. = FLORIDA DEPARTMENT OF
NATURAL RESOURCES | AKA = ALSO KNOWN AS |
| P.O.T. = POINT OF TERMINUS | R.P.B. = ROAD PLAT BOOK |
| | L.W.D.D. = LAKE WORTH DRAINAGE
DISTRICT |
| | L.A.E. = LIMITED ACCESS EASEMENT |

SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 88°40'23" EAST ALONG THE NORTH SECTION LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 42 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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

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 = 1.000019271
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

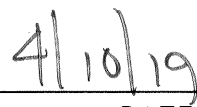
THIS IS NOT A SURVEY

NOT VALID WITHOUT THE DIGITAL SIGNATURE OR 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

